



Aargus

Environmental - Remediation - Engineering - Laboratories - Drilling

DETAILED SITE INVESTIGATION

**182, 184, 188, 190 & 190A Victoria Road &
18-26 & 28 Faversham Street,
Marrickville NSW**

Prepared for

E & D Danias Pty Ltd

30th April 2014

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ABBREVIATIONS

AIP	Australian Institute of Petroleum Ltd
ADWG	Australian Drinking Water Guidelines
ANZECC	Australian and New Zealand Environment and Conservation Council
AST	Aboveground Storage Tank
BGL	Below Ground Level
BTEX	Benzene, Toluene, Ethyl benzene and Xylene
COC	Chain of Custody
DQOs	Data Quality Objectives
EPA	Environment Protection Authority
ESA	Environmental Site Assessment
HIL	Health-Based Soil Investigation Level
LGA	Local Government Area
NEHF	National Environmental Health Forum
NEPC	National Environmental Protection Council
NHMRC	National Health and Medical Research Council
OCF	Organochlorine Pesticides
OPP	Organophosphate Pesticides
PAH	Polycyclic Aromatic Hydrocarbon
PCB	Polychlorinated Biphenyl
PID	Photo Ionisation Detector
PQL	Practical Quantitation Limit
PSH	Phase Separated Hydrocarbon
QA/QC	Quality Assurance / Quality Control
RAC	Remediation Acceptance Criteria
RAP	Site Remediation Plan
RPD	Relative Percentage Difference
SAC	Site Assessment Criteria
SMP	Site Management Plan
SVC	Site Validation Criteria
TCLP	Toxicity Characteristics Leaching Procedure
TPH	Total Petroleum Hydrocarbons
UCL	Upper Confidence Limit
UST	Underground Storage Tank
VOC	Volatile Organic Compounds
VHC	Volatile Halogenated Compounds

EXECUTIVE SUMMARY

Aargus Pty Ltd (Aargus) was appointed by E & D Danias Pty Ltd ('the client') to undertake a Detailed Site Investigation (DSI) within the property located at 182,184,188,190A & 190 Victoria Road and 18-26 & 28 Faversham Street, Marrickville NSW ('the site'). It is understood that the site is proposed for the redevelopment into the Victoria Road Corridor development (Precinct 47). The proposed development plans have not been prepared at this stage.

A site investigation was requested by Marrickville Council to determine the potential for onsite contamination as part of the Development Application (DA).

At the time of the inspection (16th - 17th October & Tuesday 29th October 2013) the site was used for commercial and residential purposes. The site was occupied by a large warehouse with attached office building in the south western portion of the site (occupied by Rosa Stone with small mechanical area), a residential property & small warehouse in the north western portion of the site (occupied by smash repair business with spray booth), three warehouse buildings with awning in the central northern portion of the site (occupied by Gorilla Construction for metal work), three warehouse & office building along the eastern boundary of the site (occupied by SoundWorks Studio & office tenants), concrete access ways, two concrete sealed car park areas in the western & eastern portion of the site, unsealed access ways in the north of the site and garden beds located throughout the site.

The findings of the assessment indicated the following areas of environmental concern (based upon comparisons to various land uses and adopted guidelines):

- Lead, zinc, copper, trichloroethene, benzo(a)pyrene & benzo(a)pyrene TEQ elevated levels at various depths in the fill and / or natural material at boreholes BH1, BH2, BH4, BH5, BH6, BH7, BH8, BH9, BH10, BH11, BH12, BH13, BH14, BH18, BH19, BH20, BH21 & BH22 in relation to proposed land use scenarios.
- Asbestos contamination in the fill at hotspots BH1 (0.0-0.5m), BH7 (0.4-0.6m) & BH22 (0.2-0.3m).

- Elevated dissolved heavy metal concentrations in a number of groundwater monitoring locations (GW1 & GW2).
- The general depths of contamination found were in the upper fill layer 0.0-0.7m BGL, with contamination continuing to deeper depths including some natural material to maximum depth of 1.3m BGL.

Based on the results of the investigation, the abovementioned boreholes (BH1, BH2, BH4, BH5, BH6, BH7, BH8, BH9, BH10, BH11, BH12, BH13, BH14, BH18, BH19, BH20, BH21& BH22) require review, additional works and / or delineation based on the proposed land use scenarios which will be confirmed with the final architectural drawings. The site **would be** considered ***suitable*** for the proposed use (to be advised), subject to the following:

- Undertake an additional review and/or investigation to determine the site suitability of areas for the intended land use scenario.
- An appropriate remedial / management strategy is developed, culminating in preparation of a Remedial Action Plan (RAP) in accordance with EPA guidelines.
- Any soils requiring removal from the site, as part of future site works, should be classified in accordance with the “*Waste Classification Guidelines, Part 1: Classifying Waste*” NSW DECC (2009).

1 INTRODUCTION

1.1 Background

Aargus Pty Ltd (Aargus) was appointed by E & D Danias Pty Ltd('the client') to undertake a Detailed Site Investigation (DSI) within the property located at 182,184,188,190A & 190 Victoria Road and 18-26 & 28 Faversham Street, Marrickville NSW('the site'). The location of the site is presented in Figure 1 of Appendix A.

It is understood that the site is proposed for the redevelopment into the Victoria Road Corridor development (Precinct 47). The proposed development plans have not been prepared at this stage.

A site investigation was requested by Marrickville Council to determine the potential for onsite contamination as part of the Development Application (DA).

1.2 Objective

The primary objectives of this DSI are as follows:

- Identify potential areas where contamination may have occurred from current and historical activities;
- Identify potential contaminants associated with potentially contaminating activities;
- Assess the potential for soils and groundwater to have been impacted by current and historical activities; and
- Assess the suitability of the site for redevelopment into the Victoria Road Corridor development (Precinct 47) based on its current condition and the findings of this investigation.

1.3 Scope of Works

The scope of works for this DSI includes:

- Review of the physical site setting and site conditions based on a site inspection, including research of the location of sewers, drains, holding tanks and pits, spills, patches of discoloured vegetation, etc. (where applicable);
- Research and review of the information available, including previous environmental investigations, current and historical titles information, review of aerial photographs, groundwater bore searches, EPA notices, council records, anecdotal evidence, site survey and site records on waste management practices;
- A targeted soil boring/sampling investigative study – formulating and conducting a sampling plan and borehole investigation;
- Groundwater monitoring well installation and groundwater sampling;
- Laboratory analysis and results from sample analysis – findings and comparison to regulatory guidelines;
- Field and laboratory Quality Assurance/Quality Control (QA/QC); and
- Recommendations for additional investigations should any data gaps be identified or possible strategies for the management of the site, where relevant.

This report was prepared with reference to the NSW Environment Protection Authority (EPA) "*Guidelines for Consultants Reporting on Contaminated Sites*" (2011).

2 SITE IDENTIFICATION

2.1 Site Identification

Site identification information and land use is summarised in the table below.

Table 1: Site Identification

Lot and DP Number (Address)	Lot 6 in DP226899 (182 Victoria Road) Lot 1 in DP999026 (184 Victoria Road) Lot 1 in DP136539 (188 Victoria Road) Lot 1 in DP74200 (190A Victoria Road) Lot 10 in DP701368 (190 Victoria Road) Lot 152, 153, 154, 155 & 156 in DP761 (18-26 Faversham Street) Lot 4 in DP761 (28 Faversham Street)
Coordinates (SE corner)*	Latitude: -33.90903, Longitude: 151.162903
Approx. Site Area	1.037 ha
Local Government Area	Marrickville Council
Parish	Petersham
County	Cumberland
Current Land Zoning**	IN1 – General Industrial
Proposed Land Use	Victoria Road Corridor Development (Precinct 47)
Current Site Owner	E & D Danias Pty Ltd
Site End Users	Residents (adults & children), workers

Notes: * refer to <http://maps.six.nsw.gov.au/>

** refer to LEP 2011 Marrickville Zoning Map published in

<http://www.legislation.nsw.gov.au/mapindex?type=epi&year=2011&no=645>

The site boundary and Lot and DP numbers are presented in Figure 2 of Appendix A. Survey plan provided by the client are included in Appendix B.

3 SITE HISTORY

3.1 Land Titles

A review of historical documents held at the NSW Department of Lands offices was undertaken to identify the current and previous land owners, and potential land uses. The results of the title search are summarised in the following table.

Table 2: Land Title Information for 18-26 Faversham Street

Year	Lot 152-156 in DP761 (18-26 Faversham Street, Marrickville)
2012-current	Dina Danias
	Vol:10880, Fol:76
2006-2012	Dina Danias
2001-2006	Drew Australia Pty Ltd (Lease)
1997-2001	Drew Australia Pty Ltd (Lease)
1993-1997	Evangelos Danias& Dina Danias
1991-1993	Milano Properties Pty Ltd

Table 3: Land Title Information for 28 Faversham Street

Year	Lot 4 in DP226899 (28 Faversham Street, Marrickville)
2012-current	Sydneyside (Australia) Pty Ltd (Lease)
2008-2012	Solu Pty Ltd (Lease)
2006-2008	Dina Danias
1996-2006	Evangelos Danias& Dina Danias
1992-1996	Tech Metal Industries Pty Ltd (Lease) Integrated Design Order & Manufacture Pty Ltd (Lease)
1990-1992	Barclays Bank Australia Limited (Lease)
1987-1990	Evangelos Danias& Dina Danias
	Prior: Vol:10123, Fol:55
1987-1987	Evangelos Danias& Dina Danias
	Prior: Vol:9967, Fol:40
1965-1987	Frank & Bryce Bently Pty Ltd

Table 4: Land Title Information for 182 Victoria Road

Year	Lot 6 in DP226899 (182 Victoria Road, Marrickville)
2007-current	Danias Holdings Pty Ltd
2003-2007	Angelo Kalyvas & Poppy Kalyvas
1998-2003	Robert Gabriel Gardos
1995-1998	Standard Engraving Co. Pty Ltd
1995	Robert Gabriel Gardos
1987-1995	Standard Engraving Co. Pty Ltd
	Prior: Vol:10123, Fol:57

1982-1987	Standard Engraving Co. Pty Ltd
1969-1982	D.W. Owla Pty Ltd
1965-1969	Frank & Bryce Bently Pty Ltd
	Prior: Vol:9967, Fol:40
1965-1965	Frank & Bryce Bently Pty Ltd

Table 5: Land Title Information for 184 Victoria Road

Year	Lot 1&2 in DP999026 (184 Victoria Road, Marrickville)
2011-current	Danias Holdings Pty Ltd
2010-2011	Naecourt Perfect Paint Pty Ltd
2004-2010	Naecourt Perfect Paint Pty Ltd
1996-2004	Naecourt Auto Body Pty Ltd

Table 6: Land Title Information for 190 Victoria Road

Year	Lot 10 in DP701368 (190 Victoria Road, Marrickville)
2007-current	Dina Danias
2003-2007	Elegant Glass Company Pty Ltd (Lease)
2001-2003	Elegant Glass Company Pty Ltd (Lease)
1996-2001	Evangelos Danias & Dina Danias
1992-1996	Tech Metal Industries Pty Ltd (Lease) Integrated Design Order & Manufacture Pty Ltd (Lease)
1990-1992	Barclays Bank Australia Limited (Lease)
1987-1990	Model Engineering Products Pty Ltd (Lease)
1986-1987	Evangelos Danias & Dina Danias
1984-1986	Giudel Pty Ltd
	Prior: PA57890
1982-1984	Giudel Pty Ltd

Table 7: Land Title Information for 190a Victoria Road

Year	Lot 1 in DP74200 (190a Victoria Road, Marrickville)
2007-current	Dina Danias
2003-2007	Elegant Glass Company Pty Ltd (Lease)
1996-2003	Evangelos Danias & Dina Danias
1992-1996	Tech Metal Industries Pty Ltd (Lease) Integrated Design Order & Manufacture Pty Ltd (Lease)
1990-1992	Barclays Bank Australia Limited (Lease)
1988-1990	Evangelos Danias & Dina Danias
	Prior: Vol:15494, Fol:141
1987-1988	Evangelos Danias & Dina Danias

In summary, the land title information indicates the following:

- 18-26 Faversham Street was owned by a commercial proprietor from 1991-1993, when it was acquired by private individuals. Drew Australia leased the site from 1997-2006, since 2006 Dina Danias has owned the site.
- 28 Faversham Street was owned a commercial proprietor from 1965-1987 when it was acquired by private individuals from 1987. Since 2006 Dina Danias has owned the site.
- 182 Victoria Road was owned by various commercial proprietors from 1965, with some private ownership occurring in 1995, 1998 & 2003. Since 2007 Danias Holdings Pty Ltd has owned the site.
- 184 Victoria Road was owned by a commercial proprietor from 1996. Since 2011 Danias Holdings Pty Ltd has owned the site.
- 190 Victoria Road was owned by a commercial proprietor from 1982, with some private ownership occurring in 1986, 1996 & 2007. Since 2007 Dina Danias has owned the site.
- 190a Victoria Road was owned by private individuals 1987. Since 2007 Dina Danias has owned the site.

Copies of the historical land titles information can be found in Appendix C.

3.2 Aerial Photographs

Selected aerial photographs obtained from the NSW Department of Lands were reviewed to describe the site features and surrounding areas at various timelines. A summary of the review is presented in the table below.

Table 8: Summary of Historical Aerial Photos

Year	Site	Surrounding areas
1930	The site appeared to be developed and comprised of a large warehouse. The site also contained a number of residential houses.	N: Commercial properties S: Park, commercial & residential buildings. E: Faversham Street, then residential buildings. W: Victoria Road, then commercial & residential buildings.
1951	Two warehouses have been developed in the north eastern portion of the site. The site in the central northern portion appears to be part of large industrial / commercial property. A number of buildings are present in this area.	No significant changes appear to have occurred in the surrounding area.
1970	The site appears to have undergone significant development. Two additional buildings have been built in the south eastern portion of the site. A building has been developed in the western portion of the site and is attached to a large warehouse on site. A car park area is located in the central western portion of the site. Three residential properties appear to be located along Victoria Road with the warehouse located to the north of the site. There are two warehouses that have been developed in the northern central portion of the site.	E: Faversham Street, then commercial buildings. W: Victoria Road, then commercial buildings.
1991	No significant changes appear to have occurred since the 1970 aerial photo with the exception of only one residential property visible on the site along Victoria Road.	S: Park & commercial buildings
1999	No significant changes appear to have occurred since the 1991 aerial photo.	No significant changes appear to have occurred in the surrounding area.
2004	No significant changes appear to have occurred since the 1999 aerial photo.	No significant changes appear to have occurred in the surrounding area.
2013 (Source)	No significant changes appear to have occurred since the 2004 aerial photo.	No significant changes appear to have occurred in the surrounding area.

In summary, the site appeared to have been developed for commercial and residential land use from before the 1930s. Residential buildings appear have remained from the 1930s to the present date. The large warehouse building currently present on site was built prior to 1930 with all other commercial development progressive developing between 1930 and 1990s.

The surrounding land has generally experienced progressive redevelopment from existing commercial & low residential land use into densely occupied commercial and industrial land use, mainly between the 1930s and the 1990s.

Copies of current and historical aerial photographs are presented in Appendix D.

3.3 EPA Records

3.3.1 CLM Act 1997

The NSW EPA publishes records of contaminated sites under Section 58 of the Contaminated Land Management (CLM) Act 1997. The notices relate to investigation and/or remediation of site contamination considered to pose a significant risk of harm under the definition in the CLM Act. However, it should be noted that the EPA record of Notices for Contaminated Land does not provide a record of all contaminated land in NSW.

A search of the EPA database revealed that the site is not listed. However, two sites were listed within the suburb of Marrickville, but were all situated between 1.3 and 1.7km away from the site. Given the distance of the listed sites, they were not considered to pose an adverse impact on the site.

Copies of the EPA records are included in Appendix E.

3.3.2 POEO Register

A search of the POEO Register revealed that the site was not listed.

3.4 WorkCover NSW Records

A search of the Stored Chemical Information Database (SCID) for licences to keep dangerous goods at the site was requested from Work Cover NSW. A search was conducted on the 14th October 2013 by WorkCover NSW. The records pertaining to the NSW Dangerous Goods Licence35/032374, as listed on the Stored Chemical Information Database (SCID) are summarised as follows:

- 4th December 2002 – Drew Australia Pty Ltd applied for a renewal licence to keep the following dangerous goods;
 - o Ethyl Methyl Ketone, 350L, UN 1193 stored in the flammable liquids indoor cabinet Class 3;
 - o Morpholine, 150L, UN 2054 stored in the flammable liquids indoor cabinet Class 3;
 - o Petroleum Products NOS, 50L, UN 1268 stored in the flammable liquids indoor cabinet Class 3;
 - o Diethylethanolamine, 200L, UN 2686 stored in the flammable liquids indoor cabinet Class 3;
 - o Cylohexylamine, 100L, UN 2357 stored in the flammable liquids indoor cabinet Class 3;
 - o Corrosive liquid Nos, 4500kg, UN1760 roofed store Class 3;
 - o Sodium hydroxide solution, 3000kg, UN1824 roofed store class 3;
 - o Oxidizing Solid, 1000kg, UN1479 exempt storage area Class 5.1;
 - o Sodium Nitrate, 1000kg, UN1498 exempt storage area Class 5.1;
 - o Sodium Nitrite, 1000kg, UN1500 exempt storage area Class 5.1;
 - o Hydrogen Peroxide, aqueous solution, 300L, UN2014 roofed store class 5.1;
 - o Nitrates inorganics NOS, 500kg, UN1477 exempt storage area Class 5.1;
 - o Sodium hydrochlorite, 500kg, UN1791 roofed store Class 3;
 - o Corrosive Liquid, 3800kg UN1760 roofed store Class 3;
 - o Corrosive Liquid, 10000L UN1760 roofed store Class 8;
 - o Hydrochloric Acid, 2000kg, UN1789 roofed store Class 3;
 - o Sulfamic Acid, 1200kg, UN2967 roofed store Class 3;
 - o Caustic Alkali Liquid NOS, 1000L, UN1719 roofed store class 8;

- 12th October 2002 – Drew Australia Pty Ltd applied for an amendment to the dangerous goods licence 35/032374;
- 12th October 2000 – Drew Australia Pty Ltd applied for a renewal licence to keep the following dangerous goods;
 - o Ethyl Methyl Ketone, 350L, UN 1193 stored in the flammable liquids indoor cabinet Class 3;
 - o Morpholine, 150L, UN 2054 stored in the flammable liquids indoor cabinet Class 3;
 - o Petroleum Products NOS, 50L, UN 1268 stored in the flammable liquids indoor cabinet Class 3;
 - o Diethylethanolamine, 200L, UN 2686 stored in the flammable liquids indoor cabinet Class 3;
 - o Cylohexylamine, 100L, UN 2357 stored in the flammable liquids indoor cabinet Class 3;
 - o Corrosive liquid Nos, 1500kg, UN1760 roofed store Class 8;
 - o Oxidizing Solid, 100kg, UN1479 exempt storage area Class 5.1;
 - o Oxidizing Solid, Toxic, 200kg, UN3087 exempt storage area Class 5.1;
 - o Nitrates inorganics NOS, 200kg, UN1477 exempt storage area Class 5.1;
 - o Sodium hydroxide, 1000kg, UN1823 roofed store Class 8;
 - o Sodium hydrochlorite, 500kg, UN1791 roofed store Class 8;
 - o Corrosive Liquid, 4200L UN1760 roofed store Class 8;
 - o Corrosive Liquid, 5000L UN1760 roofed store Class 8;
 - o Hydrochloric Acid, 100L, UN1789 roofed store Class 8; and
 - o Sulfamic Acid, 700kg, UN2967 roofed store Class 8;
 - o Caustic Alkali Liquid NOS, 5000L, UN1719 roofed store class 8;
- 9th December 1996 – Drew Australia Pty Ltd applied for a licence to keep the following dangerous goods;
 - o Ethyl Methyl Ketone, 200L, UN 1193 stored in the flammable liquids indoor cabinet Class 3;
 - o Isopropyl alcohol, 100L, UN 1219 stored in the flammable liquids indoor cabinet Class 3;
 - o Morpholine, 150L, UN 2054 stored in the flammable liquids indoor cabinet Class 3;

- o Solvesso (Petroleum Distillates NDS), 100L, UN 1268 stored in the flammable liquids indoor cabinet Class 3;
- o Diethylethanolamine, 200L, UN 2686 stored in the flammable liquids indoor cabinet Class 3;
- o Cylohexylamine, 100L, UN 2357 stored in the flammable liquids indoor cabinet Class 3;
- o Sodium hydroxide solution, 7000L, UN1824 roofed store Class 8;
- o Corrosive liquid Nos, 10,000L, UN1760 roofed store Class 8;
- o Corrosive liquid Nos, 10,000L, UN1760 roofed store Class 8;
- o Biosperse 26IT, 100kg, UN1479 exempt storage area Class 5.1;
- o Sodium Dichromate, 60kg, UN3087 exempt storage area Class 5.1;
- o Potassium Nitrate, 90kg, UN1486 exempt storage area Class 5.1;
- o Ammonium Nitrate, 20kg, UN1942 exempt storage area Class 5.1;
- o Copper Nitrate, 20kg, UN1477 exempt storage area Class 5.1;
- o Sodium hydroxide, 1000L, UN1823 roofed store Class 8;
- o Sodium hydrochlorite, 100L, UN1791 roofed store Class 8;
- o Cobratec, 400L, UN1760 roofed store Class 8;
- o Aquacar 542, 400L, UN1760 roofed store Class 8;
- o Bayhibit Am, 1000L, UN1760 roofed store Class 8;
- o Belacide 350, 500L, UN1760 roofed store Class 8;
- o Belcene 200/283, 2000L, UN1760 roofed store Class 8;
- o Kathanwt, 300L, UN1760 roofed store Class 8;
- o Hydrochloric Acid, 100L, UN1789 roofed store Class 8; and
- o Suyamic Acid, 700kg, UN2967 roofed store Class 8.

Copies of the NSW WorkCover search documentation are attached in Appendix F.

3.5 Section 149 Certificates

The Planning Certificate – Section 149 (2) of the Environmental Planning & Assessment Act 1979 for the site was obtained by E & D Danias Pty Ltd and provided to Aargus for review. A summary of the information pertaining to the site is provided below:

182 Victoria Road (Lot 6 in DP226899)

- The site is zoned IN1 – General Industrial under the provision of the *Marrickville Development Control Plan 2011*;
- Complying Developments under the General Housing Code, Housing Alteration Code, General Development Code, General Commercial and Industrial Code, Subdivision Code and Demolition Code may be carried out;
- The land does not include or comprise critical habitat, conservation areas, or environmental heritage items under the Marrickville Local Environmental Plan 2011;
- The land is not land to which State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applies;
- The land is excluded land identified on an Acid Sulfate Soils map as being Class 2;
- The land is identified as being subject to acid sulphate soil risk under clause 6.2 of Marrickville Local Environmental Plan 2011;
- The property is not affected by a road widening or road realignment under the Roads Act 1993;
- The land is not affected by the operation of Section 38 or 39 or Part D of the *Coastal Protection Act 1979*;
- The land is not within a proclaimed mine subsidence district;
- The land is not affected by a policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation or subsidence;
- The land is not reserved, in part or whole, for acquisition by a public authority, as referred to in section 27 of the Act under; any environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument;
- The land is not biodiversity certified land;
- The land is not land to which biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 relate;
- The land is not; bush fire prone, subject to a property vegetation plan, subject to a tree order, as defined in the Act;
- The land is subject to flood related development controls for developments including; dwelling houses, dual occupancies, multi-dwelling housing, residential flat buildings or any other development on the land;

- There is not a current site compatibility certificate (infrastructure, seniors housing, affordable rental housing) relating to the land; and
- The land is not affected by one of the matters prescribed by Section 59 (2) of the *Contaminated Land Management Act 1997*.

184 Victoria Road (Lot 1 in DP999026)

- The site is zoned IN1 – General Industrial under the provision of the *Marrickville Development Control Plan 2011*;
- Complying Developments under the General Housing Code, Housing Alteration Code, General Development Code, General Commercial and Industrial Code, Subdivision Code and Demolition Code may be carried out;
- The land does not include or comprise critical habitat, conservation areas, or environmental heritage items under the Marrickville Local Environmental Plan 2011;
- The land is not land to which State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applies;
- The land is excluded land identified on an Acid Sulfate Soils map as being Class 2;
- The land is identified as being subject to acid sulphate soil risk under clause 6.2 of Marrickville Local Environmental Plan 2011;
- The property is not affected by a road widening or road realignment under the Roads Act 1993;
- The land is not affected by the operation of Section 38 or 39 or Part D of the *Coastal Protection Act 1979*;
- The land is not within a proclaimed mine subsidence district;
- The land is not affected by a policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation or subsidence;
- The land is not reserved, in part or whole, for acquisition by a public authority, as referred to in section 27 of the Act under; any environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument;
- The land is not biodiversity certified land;
- The land is not land to which biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 relate;

- The land is not; bush fire prone, subject to a property vegetation plan, subject to a tree order, as defined in the Act;
- The land is subject to flood related development controls for developments including; dwelling houses, dual occupancies, multi-dwelling housing, residential flat buildings or any other development on the land;
- There is not a current site compatibility certificate (infrastructure, seniors housing, affordable rental housing) relating to the land; and
- The land is not affected by one of the matters prescribed by Section 59 (2) of the *Contaminated Land Management Act 1997*.

184 Victoria Road (Lot 2 in DP999026)

- The site is zoned IN1 – General Industrial under the provision of the *Marrickville Development Control Plan 2011*;
- Complying Developments under the Housing Alteration Code, General Development Code, General Commercial and Industrial Code, Subdivision Code and Demolition Code may be carried out;
- The land does not include or comprise critical habitat, conservation areas, or environmental heritage items under the Marrickville Local Environmental Plan 2011;
- The land is not land to which State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applies;
- The land is excluded land identified on an Acid Sulfate Soils map as being Class 2;
- The land is identified as being subject to acid sulphate soil risk under clause 6.2 of Marrickville Local Environmental Plan 2011;
- The property is not affected by a road widening or road realignment under the Roads Act 1993;
- The land is not affected by the operation of Section 38 or 39 or Part D of the *Coastal Protection Act 1979*;
- The land is not within a proclaimed mine subsidence district;
- The land is not affected by a policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation or subsidence;
- The land is not reserved, in part or whole, for acquisition by a public authority, as referred to in section 27 of the Act under; any environmental planning instrument,

deemed environmental planning instrument or draft environmental planning instrument;

- The land is not biodiversity certified land;
- The land is not land to which biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 relate;
- The land is not; bush fire prone, subject to a property vegetation plan, subject to a tree order, as defined in the Act;
- The land is subject to flood related development controls for developments including; dwelling houses, dual occupancies, multi-dwelling housing, residential flat buildings or any other development on the land;
- There is not a current site compatibility certificate (infrastructure, seniors housing, affordable rental housing) relating to the land; and
- The land is not affected by one of the matters prescribed by Section 59 (2) of the *Contaminated Land Management Act 1997*.

188 Victoria Road (Lot 1 in DP136539)

- The site is zoned IN1 – General Industrial under the provision of the *Marrickville Development Control Plan 2011*;
- Complying Developments under the General Housing Code, Housing Alteration Code, General Development Code, General Commercial and Industrial Code, Subdivision Code and Demolition Code may be carried out;
- The land does not include or comprise critical habitat, conservation areas, or environmental heritage items under the Marrickville Local Environmental Plan 2011;
- The land is not land to which State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applies;
- The land is excluded land identified on an Acid Sulfate Soils map as being Class 2;
- The land is identified as being subject to acid sulphate soil risk under clause 6.2 of Marrickville Local Environmental Plan 2011;
- The property is not affected by a road widening or road realignment under the Roads Act 1993;
- The land is not affected by the operation of Section 38 or 39 or Part D of the *Coastal Protection Act 1979*;

- The land is not within a proclaimed mine subsidence district;
- The land is not affected by a policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation or subsidence;
- The land is not reserved, in part or whole, for acquisition by a public authority, as referred to in section 27 of the Act under; any environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument;
- The land is not biodiversity certified land;
- The land is not land to which biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 relate;
- The land is not; bush fire prone, subject to a property vegetation plan, subject to a tree order, as defined in the Act;
- The land is subject to flood related development controls for developments including; dwelling houses, dual occupancies, multi-dwelling housing, residential flat buildings or any other development on the land;
- There is not a current site compatibility certificate (infrastructure, seniors housing, affordable rental housing) relating to the land; and
- The land is not affected by one of the matters prescribed by Section 59 (2) of the *Contaminated Land Management Act 1997*.

190 Victoria Road (Lot 1 in DP701368)

- The site is zoned IN1 – General Industrial under the provision of the *Marrickville Development Control Plan 2011*;
- Complying Developments under the General Housing Code, Housing Alteration Code, General Development Code, General Commercial and Industrial Code, Subdivision Code and Demolition Code may be carried out;
- The land does not include or comprise critical habitat, conservation areas, or environmental heritage items under the Marrickville Local Environmental Plan 2011;
- The land is not land to which State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applies;
- The land is excluded land identified on an Acid Sulfate Soils map as being Class 2;

- The land is identified as being subject to acid sulphate soil risk under clause 6.2 of Marrickville Local Environmental Plan 2011;
- The property is not affected by a road widening or road realignment under the Roads Act 1993;
- The land is not affected by the operation of Section 38 or 39 or Part D of the *Coastal Protection Act 1979*;
- The land is not within a proclaimed mine subsidence district;
- The land is not affected by a policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation or subsidence;
- The land is not reserved, in part or whole, for acquisition by a public authority, as referred to in section 27 of the Act under; any environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument;
- The land is not biodiversity certified land;
- The land is not land to which biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 relate;
- The land is not; bush fire prone, subject to a property vegetation plan, subject to a tree order, as defined in the Act;
- The land is subject to flood related development controls for developments including; dwelling houses, dual occupancies, multi-dwelling housing, residential flat buildings or any other development on the land;
- There is not a current site compatibility certificate (infrastructure, seniors housing, affordable rental housing) relating to the land; and
- The land is not affected by one of the matters prescribed by Section 59 (2) of the *Contaminated Land Management Act 1997*.

190a Victoria Road (Lot 1 in DP74200)

- The site is zoned IN1 – General Industrial under the provision of the *Marrickville Development Control Plan 2011*;
- Complying Developments under the General Housing Code, Housing Alteration Code, General Development Code, General Commercial and Industrial Code, Subdivision Code and Demolition Code may be carried out;

- The land does not include or comprise critical habitat, conservation areas, or environmental heritage items under the Marrickville Local Environmental Plan 2011;
- The land is not land to which State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applies;
- The land is excluded land identified on an Acid Sulfate Soils map as being Class 2;
- The land is identified as being subject to acid sulphate soil risk under clause 6.2 of Marrickville Local Environmental Plan 2011;
- The property is not affected by a road widening or road realignment under the Roads Act 1993;
- The land is not affected by the operation of Section 38 or 39 or Part D of the *Coastal Protection Act 1979*;
- The land is not within a proclaimed mine subsidence district;
- The land is not affected by a policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation or subsidence;
- The land is not reserved, in part or whole, for acquisition by a public authority, as referred to in section 27 of the Act under; any environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument;
- The land is not biodiversity certified land;
- The land is not land to which biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 relate;
- The land is not; bush fire prone, subject to a property vegetation plan, subject to a tree order, as defined in the Act;
- The land is subject to flood related development controls for developments including; dwelling houses, dual occupancies, multi-dwelling housing, residential flat buildings or any other development on the land;
- There is not a current site compatibility certificate (infrastructure, seniors housing, affordable rental housing) relating to the land; and
- The land is not affected by one of the matters prescribed by Section 59 (2) of the *Contaminated Land Management Act 1997*.

28 Faversham Street (Lot 4 in DP226899)

- The site is zoned IN1 – General Industrial under the provision of the *Marrickville Development Control Plan 2011*;
- Complying Developments under the General Housing Code, Housing Alteration Code, General Development Code, General Commercial and Industrial Code, Subdivision Code and Demolition Code may be carried out;
- The land does not include or comprise critical habitat, conservation areas, or environmental heritage items under the Marrickville Local Environmental Plan 2011;
- The land is not land to which State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applies;
- The land is excluded land identified on an Acid Sulfate Soils map as being Class 2;
- The land is identified as being subject to acid sulphate soil risk under clause 6.2 of Marrickville Local Environmental Plan 2011;
- The property is not affected by a road widening or road realignment under the Roads Act 1993;
- The land is not affected by the operation of Section 38 or 39 or Part D of the *Coastal Protection Act 1979*;
- The land is not within a proclaimed mine subsidence district;
- The land is not affected by a policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation or subsidence;
- The land is not reserved, in part or whole, for acquisition by a public authority, as referred to in section 27 of the Act under; any environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument;
- The land is not biodiversity certified land;
- The land is not land to which biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 relate;
- The land is not; bush fire prone, subject to a property vegetation plan, subject to a tree order, as defined in the Act;
- The land is subject to flood related development controls for developments including; dwelling houses, dual occupancies, multi-dwelling housing, residential flat buildings or any other development on the land;

- There is not a current site compatibility certificate (infrastructure, seniors housing, affordable rental housing) relating to the land; and
- The land is not affected by one of the matters prescribed by Section 59 (2) of the *Contaminated Land Management Act 1997*.

18-26 Faversham Street (Lot 152 in DP761)

- The site is zoned IN1 – General Industrial under the provision of the *Marrickville Development Control Plan 2011*;
- Complying Developments under the General Housing Code, Housing Alteration Code, General Development Code, General Commercial and Industrial Code, Subdivision Code and Demolition Code may be carried out;
- The land does not include or comprise critical habitat, conservation areas, or environmental heritage items under the Marrickville Local Environmental Plan 2011;
- The land is not land to which State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applies;
- The land is excluded land identified on an Acid Sulfate Soils map as being Class 2;
- The land is identified as being subject to acid sulphate soil risk under clause 6.2 of Marrickville Local Environmental Plan 2011;
- The property is not affected by a road widening or road realignment under the Roads Act 1993;
- The land is not affected by the operation of Section 38 or 39 or Part D of the *Coastal Protection Act 1979*;
- The land is not within a proclaimed mine subsidence district;
- The land is not affected by a policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation or subsidence;
- The land is not reserved, in part or whole, for acquisition by a public authority, as referred to in section 27 of the Act under; any environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument;
- The land is not biodiversity certified land;
- The land is not land to which biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 relate;

- The land is not; bush fire prone, subject to a property vegetation plan, subject to a tree order, as defined in the Act;
- The land is subject to flood related development controls for developments including; dwelling houses, dual occupancies, multi-dwelling housing, residential flat buildings or any other development on the land;
- There is not a current site compatibility certificate (infrastructure, seniors housing, affordable rental housing) relating to the land;
- The land is not affected by one of the matters prescribed by Section 59 (2) of the *Contaminated Land Management Act 1997*;
- The property is not listed on the State Heritage Register; and
- Council has undertaken a flood drainage study of the catchment area within this property is located. The results of this study indicate that the property may be affected by local flooding arising from the surcharge of the local drainage system. Council may place restrictions on the minimum floor levels of new building works where it is considered that the flood level so requires. New buildings works may be required to be constructed from flood-compatible materials.

18-26 Faversham Street (Lot 153 in DP761)

- The site is zoned IN1 – General Industrial under the provision of the *Marrickville Development Control Plan 2011*;
- Complying Developments under the General Housing Code, Housing Alteration Code, General Development Code, General Commercial and Industrial Code, Subdivision Code and Demolition Code may be carried out;
- The land does not include or comprise critical habitat, conservation areas, or environmental heritage items under the Marrickville Local Environmental Plan 2011;
- The land is not land to which State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applies;
- The land is excluded land identified on an Acid Sulfate Soils map as being Class 2;
- The land is identified as being subject to acid sulphate soil risk under clause 6.2 of Marrickville Local Environmental Plan 2011;
- The property is not affected by a road widening or road realignment under the Roads Act 1993;

- The land is not affected by the operation of Section 38 or 39 or Part D of the *Coastal Protection Act 1979*;
- The land is not within a proclaimed mine subsidence district;
- The land is not affected by a policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation or subsidence;
- The land is not reserved, in part or whole, for acquisition by a public authority, as referred to in section 27 of the Act under; any environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument;
- The land is not biodiversity certified land;
- The land is not land to which biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 relate;
- The land is not; bush fire prone, subject to a property vegetation plan, subject to a tree order, as defined in the Act;
- The land is subject to flood related development controls for developments including; dwelling houses, dual occupancies, multi-dwelling housing, residential flat buildings or any other development on the land;
- There is not a current site compatibility certificate (infrastructure, seniors housing, affordable rental housing) relating to the land;
- The property is not listed on the State Heritage Register; and
- Council has undertaken a flood drainage study of the catchment area within this property is located. The results of this study indicate that the property may be affected by local flooding arising from the surcharge of the local drainage system. Council may place restrictions on the minimum floor levels of new building works where it is considered that the flood level so requires. New buildings works may be required to be constructed from flood-compatible materials.

18-26 Faversham Street (Lot 154 in DP761)

- The site is zoned IN1 – General Industrial under the provision of the *Marrickville Development Control Plan 2011*;

- Complying Developments under the General Housing Code, Housing Alteration Code, General Development Code, General Commercial and Industrial Code, Subdivision Code and Demolition Code may be carried out;
- The land does not include or comprise critical habitat, conservation areas, or environmental heritage items under the Marrickville Local Environmental Plan 2011;
- The land is not land to which State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applies;
- The land is excluded land identified on an Acid Sulfate Soils map as being Class 2;
- The land is identified as being subject to acid sulphate soil risk under clause 6.2 of Marrickville Local Environmental Plan 2011;
- The property is not affected by a road widening or road realignment under the Roads Act 1993;
- The land is not affected by the operation of Section 38 or 39 or Part D of the *Coastal Protection Act 1979*;
- The land is not within a proclaimed mine subsidence district;
- The land is not affected by a policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation or subsidence;
- The land is not reserved, in part or whole, for acquisition by a public authority, as referred to in section 27 of the Act under; any environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument;
- The land is not biodiversity certified land;
- The land is not land to which biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 relate;
- The land is not; bush fire prone, subject to a property vegetation plan, subject to a tree order, as defined in the Act;
- The land is subject to flood related development controls for developments including; dwelling houses, dual occupancies, multi-dwelling housing, residential flat buildings or any other development on the land;
- There is not a current site compatibility certificate (infrastructure, seniors housing, affordable rental housing) relating to the land;

- The land is not affected by one of the matters prescribed by Section 59 (2) of the *Contaminated Land Management Act 1997*;
- The property is not listed on the State Heritage Register; and
- Council has undertaken a flood drainage study of the catchment area within this property is located. The results of this study indicate that the property may be affected by local flooding arising from the surcharge of the local drainage system. Council may place restrictions on the minimum floor levels of new building works where it is considered that the flood level so requires. New buildings works may be required to be constructed from flood-compatible materials.

18-26 Faversham Street (Lot 155 in DP761)

- The site is zoned IN1 – General Industrial under the provision of the *Marrickville Development Control Plan 2011*;
- Complying Developments under the General Housing Code, Housing Alteration Code, General Development Code, General Commercial and Industrial Code, Subdivision Code and Demolition Code may be carried out;
- The land does not include or comprise critical habitat, conservation areas, or environmental heritage items under the Marrickville Local Environmental Plan 2011;
- The land is not land to which State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applies;
- The land is excluded land identified on an Acid Sulfate Soils map as being Class 2;
- The land is identified as being subject to acid sulphate soil risk under clause 6.2 of Marrickville Local Environmental Plan 2011;
- The property is not affected by a road widening or road realignment under the Roads Act 1993;
- The land is not affected by the operation of Section 38 or 39 or Part D of the *Coastal Protection Act 1979*;
- The land is not within a proclaimed mine subsidence district;
- The land is not affected by a policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation or subsidence;
- The land is not reserved, in part or whole, for acquisition by a public authority, as referred to in section 27 of the Act under; any environmental planning instrument,

deemed environmental planning instrument or draft environmental planning instrument;

- The land is not biodiversity certified land;
- The land is not land to which biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 relate;
- The land is not; bush fire prone, subject to a property vegetation plan, subject to a tree order, as defined in the Act;
- The land is subject to flood related development controls for developments including; dwelling houses, dual occupancies, multi-dwelling housing, residential flat buildings or any other development on the land;
- There is not a current site compatibility certificate (infrastructure, seniors housing, affordable rental housing) relating to the land;
- The land is not affected by one of the matters prescribed by Section 59 (2) of the *Contaminated Land Management Act 1997*;
- The property is not listed on the State Heritage Register; and
- Council has undertaken a flood drainage study of the catchment area within this property is located. The results of this study indicate that the property may be affected by local flooding arising from the surcharge of the local drainage system. Council may place restrictions on the minimum floor levels of new building works where it is considered that the flood level so requires. New buildings works may be required to be constructed from flood-compatible materials.

18-26 Faversham Street (Lot 156 in DP761)

- The site is zoned IN1 – General Industrial under the provision of the *Marrickville Development Control Plan 2011*;
- Complying Developments under the General Housing Code, Housing Alteration Code, General Development Code, General Commercial and Industrial Code, Subdivision Code and Demolition Code may be carried out;
- The land does not include or comprise critical habitat, conservation areas, or environmental heritage items under the Marrickville Local Environmental Plan 2011;
- The land is not land to which State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applies;

- The land is excluded land identified on an Acid Sulfate Soils map as being Class 2;
- The land is identified as being subject to acid sulphate soil risk under clause 6.2 of Marrickville Local Environmental Plan 2011;
- The property is not affected by a road widening or road realignment under the Roads Act 1993;
- The land is not affected by the operation of Section 38 or 39 or Part D of the *Coastal Protection Act 1979*;
- The land is not within a proclaimed mine subsidence district;
- The land is not affected by a policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation or subsidence;
- The land is not reserved, in part or whole, for acquisition by a public authority, as referred to in section 27 of the Act under; any environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument;
- The land is not biodiversity certified land;
- The land is not land to which biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 relate;
- The land is not; bush fire prone, subject to a property vegetation plan, subject to a tree order, as defined in the Act;
- The land is subject to flood related development controls for developments including; dwelling houses, dual occupancies, multi-dwelling housing, residential flat buildings or any other development on the land;
- There is not a current site compatibility certificate (infrastructure, seniors housing, affordable rental housing) relating to the land;
- The land is not affected by one of the matters prescribed by Section 59 (2) of the *Contaminated Land Management Act 1997*;
- The property is not listed on the State Heritage Register; and
- Council has undertaken a flood drainage study of the catchment area within this property is located. The results of this study indicate that the property may be affected by local flooding arising from the surcharge of the local drainage system. Council may place restrictions on the minimum floor levels of new building works where it is

considered that the flood level so requires. New buildings works may be required to be constructed from flood-compatible materials.

3.6 Council Search Records

A request was issued to Marrickville Council on the 14th of October to access Council Records. The following records relating to the site were provided:

- In 1959 the council permitted the construction of a showroom & offices for a tractor display at 179-181 Victoria Road, Marrickville NSW;
- In 1987 the council permitted the demolition of internal walls at 190-198 Victoria Road;
- In 1989 the council permitted a first floor addition & for the use of the new floor for lithographic printing and associated offices at 190-198 Victoria Road;
- In 2000 the council gave determination to demolish the house located at 188 Victoria Road & carry out alterations to the existing factory & use the premises for car repairs, panel beating & spray painting.
- In 2005 the council gave determination to use part of the premises as a showroom in association with the use of the premises for the manufacture of shower screens & wardrobes with associated offices at 190-194 Victoria Road, Marrickville NSW. The applicant was Elegant Wardrobes & Shower screens.
- In 2008 the council gave determination to use the premises at 184-186 Victoria Road, Marrickville NSW as a car repair station with the front section of the property being used as a dwelling house.

3.7 Industrial Processes and Products Manufactured

Spray painting and car repairs at 188 Victoria Road, Marrickville NSW.

Steel fabrication, sculpture, spray painting for film & TV sets at 182 Victoria Road, Marrickville NSW.

3.8 Former Chemical Storage and Transfer Areas

Chemical storage areas were located at 18-26 Faversham Street, Marrickville NSW. This information was noted in the results the WorkCover search.

3.9 Product Spill & Loss History

It was indicated by site personnel at the time of the site walkover, that to their knowledge no serious land or water contamination had occurred.

3.10 Anecdotal Evidence

It was indicated by site personnel at the time of the site walkover, that to their knowledge no serious land or water contamination had occurred.

3.11 Historical Use of Adjacent Land

A search was conducted on the 29th July 2013 by WorkCover NSW. The records pertaining to the NSW Dangerous Goods Licence 35/033875 were provided for an adjacent property located at 12-16 Faversham Street, Marrickville, as listed on the Stored Chemical Information Database (SCID) are summarised below:

- 29th July 2003 – Nordsim Linen Services Pty Ltd applied for a renewal licence to keep the following dangerous goods;
 - o Hypochlorite Solution, 1200L, UN1791 Above Ground Tank Class 8;
 - o Sodium Hydroxide Solution, 1500L, UN1824 Above Ground Tank Class 8;
 - o Non Dangerous, 1500L, Exempt – A/G Tank Class 0;
 - o Phosphoric Acid, 1500L, UN1805 Above Ground Tank Class 8; and
 - o Corrosive Solid, 1500kg, UN1759 Roofed store Class 8;
- 22nd April 1999 – Nordsim Linen Services Pty Ltd applied for a licence to keep the following dangerous goods;

- o Hypochlorite Solution, 1200L, UN1791 Class 8;
- o Sodium Hydroxide, 1500L, UN1824 Class 8
- o Viper Plus liquid laundry detergent, 1500L, non-hazardous; and
- o Neutrex, 2-620 Phosphoric Acid, 1500L, UN1805 Class 8.

3.12 Discussion and Summary of Site History

The historical information indicated the following:

- 18-26 Faversham Street was owned by a commercial proprietor from 1991-1993, when it was acquired by private individuals. Drew Australia leased the site from 1997-2006, since 2006 Dina Danias has owned the site.
- 28 Faversham Street was owned a commercial proprietor from 1965-1987 when it was acquired by private individuals from 1987. Since 2006 Dina Danias has owned the site.
- 182 Victoria Road was owned by various commercial proprietors from 1965, with some private ownership occurring in 1995, 1998 & 2003. Since 2007 Danias Holdings Pty Ltd has owned the site.
- 184 Victoria Road was owned by a commercial proprietor from 1996. Since 2011 Danias Holdings Pty Ltd has owned the site.
- 190 Victoria Road was owned by a commercial proprietor from 1982, with some private ownership occurring in 1986, 1996 & 2007. Since 2007 Dina Danias has owned the site.
- 190a Victoria Road was owned by private individuals 1987. Since 2007 Dina Danias has owned the site.
- The aerial photographs indicate the site was developed for commercial and residential land use from before the 1930s. Residential buildings remained from the 1930s to the present date. The large warehouse building currently present on site was built prior to 1930 with all other commercial development progressive developing between 1930 and 1990s.

- The surrounding land has generally experienced progressive redevelopment from existing commercial & low residential land use into densely occupied commercial and industrial land use, mainly between the 1930s and the 1990s.
- The land is identified as being subject to acid sulphate soil risk under clause 6.2 of Marrickville Local Environmental Plan 2011;
- A licence to keep dangerous goods at the site was applied for in 1996 & renewed in 2000, amended in 2002 & renewed in 2002 by Drew Australia Pty Ltd. WorkCover NSW has provided documents showing various dangerous chemicals stored on site at 18-26 Faversham Street;
- A licence to keep dangerous goods at an adjacent property 12-16 Faversham Street, Marrickville was applied for in 1999 & renewed in 2003. WorkCover NSW has provided documents showing, above ground tanks holding hydrochlorite solution & sodium hydroxide plus various other chemicals stored on site for the dry cleaning warehouse;
- The council records indicate in 1959 the construction of a showroom & offices for a tractor display at 179-181 Victoria Road. In 1989 the council permitted a first floor addition & for the use of the new floor for lithographic printing and associated offices at 190-198 Victoria Road. In 2000 the council gave determination to demolish the house located at 188 Victoria Road & carry out alterations to the existing factory & use the premises for car repairs, panel beating & spray painting. In 2005 the council gave determination to use part of the premises as a showroom at 190-194 Victoria Road. In 2008 the council gave determination to use the premises at 184-186 Victoria Road, Marrickville NSW as a car repair station with the front section of the property being used as a dwelling house.
- Land uses that have occurred on the site include the following, spray painting, car repairs, car body repairs, steel fabrication, sculpture works & stone works

4 ENVIRONMENTAL SETTING

4.1 Sensitive Environmental Receptors

The nearest down-gradient watercourses are the Cooks River & Alexandra Canal, located approximately 2km to 2.1km to the south & south-east of the site respectively.

The nearest down-gradient recreational area is Wicks Park, which is located less than 10m to the south east of the site.

4.2 Acid Sulphate Soils

To determine whether there is a potential for acid sulphate soils to be present within a site, reference was made to the NSW Department of Land & Water Conservation (DLWC) *Acid Sulphate Soil Risk Maps* (Edition Two, December 1997, Scale 1:250,000). A review of the map 90 titled 'Botany Bay' indicated that the site is located with disturbed terrain. Disturbed terrain may include filled area, which may have occurred during reclamation of low lying swamp areas for urban development. Other disturbed terrain includes areas which may have been mined or dredged, or undergone heavy ground disturbance through general urban development or construction of dams or levees. Soil investigations are required to assess these areas for acid sulphate soils.

The following factors were considered to determine if ASS were likely to be present on site (extracted from ASSMAC (1998) Acid Sulphate Soils Assessment Guidelines):

- Sediments of recent geological age (Holocene) ~ 10 000 y.o.
- Soil horizons less than 5m AHD (Australian Height Datum).
- Marine or estuarine sediments and tidal lakes.
- In coastal wetlands or back swamp areas; waterlogged or scalded areas; interdune swales or coastal sand dunes.
- In areas where the dominant vegetation is mangroves, reeds, rushes and other swamp tolerant and marine vegetation.

- In areas identified in geological descriptions or in maps bearing sulphide minerals, coal deposits or former marine shales/sediments.
- Deeper older estuarine sediments >10m below the ground surface, Holocene or Pleistocene age.

An acid sulphate soils assessment has been under taken at the site by Aargus with the field screening results indicating PASS is not present at the site. Full details of the report can be found in ES5611/3 Marrickville *Acid Sulphate Soils Assessment*.

5 GEOLOGY AND HYDROGEOLOGY

5.1 Local Geology

Reference to the Sydney 1:100,000 Geological Series Sheet 9130 Edition 1, dated 1983, by the Geological Survey of New South Wales, Department of Mineral Resources, indicated the site is located within an area underlain by alluvial deposits consisting of “peat, sandy peat and mud” and denoted as (Qhs).

In addition, the site is at approximately 60m to the south of the geological boundary with Ashfield Shale, which is denoted as (Rwa) and at approximately 250m to the east of the geological boundary with the Hawkesbury Sandstone, which is denoted as (Rh).

Aargus has completed a Geotechnical Investigation Report dated 22nd January 2014 and has summarised the following subsurface conditions encountered during the borehole investigations:

- Fill, consisting of grey and brown, generally soft and loose and dry to moist silty sandy clay/gravelly sand and silty gravel; overlying
- Reworked insitu soils, consisting of greenish grey with red mottling and dark grey, medium plasticity, soft to firm and moist silty clay; overlying
- Alluvial soils, consisting of grey with reddish mottling, medium to high plasticity, firm to stiff and moist silty clay; overlying
- Residual soils, consisting of grey with red mottling, medium to high plasticity, firm to very stiff and moist silty clay/sandy clay; overlying
- Class V sandstone, grey with dark brown/red mottling and iron-staining, fine to medium grained, extremely weathered, very low strength, with some clay bands.

5.2 Local Hydrogeology

A search of the Department of Natural Resources (DNR) borehole database information revealed five (5) groundwater bores within a 1km radius of the site.

A summary of the relevant information provided by the registered groundwater bore record search is provided in the following table:

Table 9: Summary of Registered Groundwater Bore Records

GW Bore ID	Approximate Location	Intended Purpose	Depth (m bgl)	Standing Water Level (m bgl)	Water Bearing Zones	Salinity (µS/cm)
GW111692	320m W	Monitoring	1.30	0.50	Clay	-
GW111686	380m NW	Monitoring	3.50	1.55	Clay	-
GW111687	380m NW	Monitoring	4.25	2.50	Clay	-
GW110121	500m SW	Monitoring	3.50	3.0	-	-
GW110122	500m SW	Monitoring	3.50	2.50	Clay	-

The registered groundwater bores within a 1km radius of the site were used for monitoring purposes and unlikely to be used for human consumption since the site is not located within the SEPP boundary for the Sydney Drinking Water Catchment.

Based on bore records, groundwater is likely to be present within the clay soils in the area. Groundwater present within the clay soils is likely to be either semi-confined or confined with low to moderate recharge rates during heavy rainfall events. Desktop information has provided no information in regards to salinity records.

A copy of the groundwater bore search records can be found in Appendix H.

6 SITE INSPECTION

The site was inspected over the following days, Wednesday 16th October, Thursday 17th October & Tuesday 29th October 2013 by Aargus field scientists. The inspection of the site was to identify any potential sources of contamination and document any observations made regarding the current site conditions. Potential areas of concern were targeted based on the site history review and desktop review of available information, where relevant. At the time of the site inspection, the following observations were made:

- The site was rectangular in shape and used for commercial and residential purposes;
- The site was occupied by a large warehouse with attached office building in the southern western portion of the site, a residential property & small warehouse in the north western portion of the site, three warehouse buildings & awning in the central northern portion of the site, three warehouse & office building along the eastern boundary of the site, concrete access ways, two concrete sealed car park areas in the western & eastern portion of the site, unsealed access ways in the north of the site and garden beds located throughout the site;
- The main access to the site was along Victoria Road & Faversham Street, on the western & eastern boundaries, respectively;
- The large warehouse on the site was constructed of bricks with a metal roof. It was occupied by Rosa Stone and had a small mechanical area in the central portion of the site. The attached office building had a showroom and was also used by Rosa Stone. This office building had a second level which was used for office space;
- The residential property was made from bricks and appeared to have a metal roof. The small warehouse to the north of the residential property was made from bricks. This was occupied by Prestige Smash Repairs and contained a spray booth.
- The three warehouse and office buildings in the central northern portion of the site were constructed of brick and metal and were occupied by Gorilla Constructions for metal work, office work & other commercial purposes;
- The three warehouse and office buildings along the eastern boundary of the site were constructed of brick and metal and were occupied by SoundWorks Studios & office tenants;

- The car park areas were located in the western & eastern halves of the site and were sealed with concrete & were in average condition. Cracks were visible on the surface;
- Unsealed access ways and car park area were observed along the northern site perimeter and in the central northern part of the site;
- Some waste material, including office furniture, empty oil drums, disposable coffee cups, broken plastic signs, cardboard boxes and green waste, was observed in the car park of the property at 190 & 190A Victoria Road, Marrickville NSW;
- A stormwater drain manhole was observed in the car park area of 18-26 Faversham Street, in the east of the site;
- The site boundaries were defined by Victoria Road in the west, Faversham Street in the east, the outline of the adjacent buildings to the north & south;
- No surface standing water was noticed at the site;
- There was evidence of chemical storage at the site. Spray painting chemicals & oil was located at 182, 188 & 190 Victoria Road, Marrickville NSW;
- A spray booth was located at 184 Victoria Road;
- There were no indicators of underground storage tanks within the site; and
- Hazardous material was observed and included fibro cement sheeting.

The site features are presented in Figure 3 of Appendix A. Site photographs are included in Appendix I.

6.1 Topography and Surface Water Drainage

The following observations were made during the site inspections carried out on the following days; Wednesday 16th October, Thursday 17th October & Tuesday 29th October 2013:

- The site slopes towards the south east at a gradient of approximately 3-5°. The regional topography appears undulating and generally sloping towards the south-east;

- Stormwater runoff from the site is expected to flow in a southerly direction and discharge into the stormwater drain located along the site boundaries in the southern part of the site.

Copies of old topographical survey's provided by the client can be found in Appendix B.

6.2 Surrounding Land Uses

The surrounding land uses identified are described in the table below:

Table 10: Surrounding Land Uses

Orientation	Description
North	Commercial Business Park – multiple tenants
East	Faversham Street, then commercial properties
South	Substation, tennis courts & dry cleaning warehouse
West	Victoria Road, then commercial properties including timber yard

7 SUMMARY OF PREVIOUS REPORTS

7.1 General

There were no previous environmental site investigations undertaken at the site.

8 AREAS OF POTENTIAL ENVIRONMENTAL CONCERN

Based on the site inspection, site history, previous reports and review of available information from the desktop study, the potential Areas of Environmental Concern (AEC) and their associated Contaminants of Concern (CoC) for the site were identified. These are summarised in the following table.

Table 11: Summary of Potential Areas and Contaminants of Concern

Potential AEC	Potentially Contaminating Activity	Potential CoCs	Potentially Impacted Medium	Likelihood of Site Impact	Justification
Entire site	Importation of fill material from unknown origin	Metals, TPH, BTEX, PAH, OCP, PCB, Phenols, Cyanides, Asbestos	Soils Groundwater	Low	Based on the site observations and site topography, the presence of imported fill material is likely to be minimal. However the site has been used for industrial purposes since the 1900's and therefore the fill will be from unknown origins
	Potential for pesticides to have been sprayed or injected on or underneath concrete slabs and within grassed areas and garden beds.	OCP	Soils	Low	The site is not known for having been used for agricultural purposes from the 1950s when OCPs were first introduced into Australia. If use of OCPs has occurred, the impact is likely to have been localised and limited to the topsoil layer.

Potential AEC	Potentially Contaminating Activity	Potential CoCs	Potentially Impacted Medium	Likelihood of Site Impact	Justification
Car parking areas&loading docks	Leaks from vehicles	Metals, TPH, BTEX, PAH	Soils Groundwater	Moderate	The pavements in the car park areas were observed to be in average condition, with some cracks and/ or staining present. Some leaks from vehicles may have occurred prior to placement of the concrete or on the unsealed portions of the site.
Building Structures	Potential Asbestos/Fibro Features	Asbestos		Moderate	Fibre containing material was observed during the site inspection.
Adjacent Substation	Presence of hazardous insulating materials, conductor fluids and other contaminants within the substation structures.	Heavy metals, PAH, PCB, asbestos, fly ash metals,		Low	Hazardous insulating materials (asbestos), conductor fluids (PCB) and other contaminants associated with the presence of ash (PAH) or metal features (Heavy Metals) may have impacted the site.
Adjacent Dry Cleaners at 12-16 Faversham Street	Dry cleaning processes and chemicals	Trichlorethylene, 1,1,1 – Trichloroethane, Carbon Tetrachloride, Perchlorethylene, TPH, BTEX, PAH, Metals, Phenols VOC, Potassium compounds, Alcohols, esters, sodium hydroxide, surfactants &	Soil Groundwater	Low to moderate	The concrete inside the dry cleaners area was observed to be in average condition from outside on Faversham Street.

Potential AEC	Potentially Contaminating Activity	Potential CoCs	Potentially Impacted Medium	Likelihood of Site Impact	Justification
		silicate compounds, Solvents,			
Smash Repairs at 188 Victoria Road & car workshop area in 190 Victoria Road	Spray painting & car repairs	TPH, BTEX, PAH, Metals, Phenols, solvents, acids, alkanes, refrigerants, antifreeze, chlorofluorocarbons, hydrochlorofluorocarbons, hydrofluorocarbons VOC	Soil Groundwater	Low to moderate	The concrete inside the smash repair & workshop area was observed to be in average condition.
18-26 Faversham Street	Historical chemical storage areas	Metals, TPH, BTEX, PAH, OCP, PCB, Phenols, Cyanides, solvents, VOC	Soil Groundwater	Low to moderate	Unknown as the premises were locked at the time of inspection.

9 DATA QUALITY OBJECTIVES

9.1 Step 1 – State the Problem

9.1.1 Problem Statement

The site is proposed for the demolition of the existing buildings and for the redevelopment into the Victoria Road Corridor development (Precinct 47). The proposed development plans have not been prepared at this stage. As part of the DA application, it is a Council requirement that a site investigation report be prepared by a consultant to assess whether the site is suitable for the proposed development.

However, some areas of potential environmental concern, in relation to imported fill of unknown origin, previous and current site uses, leaks of motor vehicles, leaks and spills of chemical substances, adjacent substation, adjacent dry cleaners and potential presence of hazardous materials in current or past building structures, which may pose risks to human and environmental receptors.

9.1.2 Objectives

The objectives of the DSI are:

- Identify potential areas where contamination may have occurred from current and historical activities;
- Identify potential contaminants associated with potentially contaminating activities;
- Assess the potential for soils and groundwater to have been impacted by current and historical activities; and
- Assess the suitability of the site for redevelopment into the Victoria Road Corridor development (Precinct 47) based on its current condition and the findings of this investigation.

9.1.3 Project Team

The nominated core project team and their responsibilities are listed in the table below.

Table 12: Project Team and Responsibilities

Project Team Member	Responsibilities
Mark Kelly – Environmental Manager	Project Director
Nick Kariotoglou – Principal Environmental Scientist	Technical Review
Michael Silk – Environmental Scientist	Field Representative & Project Manager
Ningye Zhang – Student Environmental Engineer	Field Representative

9.2 Step 2 - Identify the Decisions of the Study

The decisions required to address the contamination problem are as follows:

- Is soil and groundwater contamination present within the areas of potential environmental concern identified?
- Is soil and groundwater contamination likely to present an unacceptable risk of harm to humans or the terrestrial and aquatic environments?
- Is the site currently suitable for the proposed land use which is currently unknown as no proposed development plans have been completed to date?
- Is there a potential for onsite/offsite migration issues?
- If not, does the site require further investigation and/or remediation works?

9.3 Step 3 - Identify Information Inputs

The following information is required for input into the decisions identified in Step 2:

- Findings from previous contaminated land reports prepared for the site as summarised in Section 7 of this report;
- Identification of potential areas and contaminants of concern as detailed in Section 8 of this report;

- Selection of soil and groundwater assessment criteria from appropriate guidelines as detailed in Section 10 of this report;
- Collection of soil and groundwater samples from site;
- Headspace analysis for screening of VOCs present within soils using a PID;
- Measurement of groundwater quality parameters including pH, temperature, redox potential, electrical conductivity and dissolved oxygen; and
- Comparison and interpretation of results against the adopted soil and groundwater vapour assessment criteria.

9.4 Step 4 – Define the Study Boundaries

The spatial and temporal aspects of the investigation area that the data must represent to support the decisions identified in Step 2 are as follows:

- The lateral extent of the study boundary is defined by the site boundaries as shown in the Site Location Plans (refer to Figure 1).
- The vertical extent of the study boundary for soil is defined as at least 0.2m into the natural material, with exception of BH8, BH18, BH19, BH21 & BH22 and 2m below the depth of the water table located at approximately 3.8-5.3 metres below the ground level surface.

9.5 Step 5 – Develop the Analytical Approach

The acceptable limits for laboratory QA/QC parameters are shown in the table below and are based upon the laboratory reported acceptable limits and those stated within the NEPM 2013 Guidelines.

Table 13: Acceptable Limits for QC Samples

Type of QC Sample	Control Limit
FIELD	
Rinsate Blanks	Analytes <LOR
Intra-Laboratory Duplicates	RPD's <50%
Inter-Laboratory Duplicates	RPD's <50%
Trip Blanks	Volatiles <LOR
Trip Spike Recovery	>70%
LABORATORY	
Method Blanks	< Laboratory LOR
Matrix Spike	Recovery targets: - Metals: 70% to 130% - Organics: <30%
Laboratory Duplicate	Lab Specified
Laboratory Control Samples	Recovery targets: 70% to 130%
Surrogate Spike	Laboratory specified

The following conditions should be adopted:

- If the control limits are exceeded, then an assessment of the significance of the results should be carried out;
- If the results of the DQI assessment indicate that the data set is reliable, then the data set will be deemed to be acceptable for the purposes of the investigation; and
- If the measured concentrations of soil and groundwater samples analysed meet their respective validation criteria, then no additional assessment is required.

9.6 Step 6 - Specify Limits on Decision Errors

There are two types of decision errors:

- **Sampling errors**, which occur when the samples collected are not representative of the conditions within the investigation area; and
- **Measurement errors**, which occur during sample collection, handling, preparation, analysis and data reduction.

These errors may lead to following (null hypothesis):

- Deciding that the site is not suitable for the proposed development when it actually is (Type I error);
- Deciding that the site is suitable for the proposed development when it is actually not (Type II error);

A 5% significance level has been selected for Type I errors on the basis that 95% of the data set will satisfy the DQIs. Therefore, the acceptable limit of the decision errors is based on a 5% probability of the hypothesis being incorrect.

An assessment will be made as to the likelihood of a decision error being made based on:

- The acceptable limits for inter/intra laboratory duplicate sample comparisons as specified in Step 5 of the DQOs; and
- The acceptable limits for laboratory QA/QC parameters are based upon the laboratory reported acceptable limits and those stated within the NEPM Guidelines.

If the concentration of a particular contaminant of concern exceeds its assessment criteria, then a further assessment is required to address the significance of the result. Statistical analysis based on 95% UCL may be used to assess the significance of the data provided the following conditions are met:

- the arithmetic mean of the data set must be less than its respective threshold level; that is, it is acceptable for individual results to exceed its respective threshold level, but the cumulative mean of the data set of soil sample results must not exceed the threshold level;
- the standard deviation of the data set is less than 50% of the relevant threshold level; and
- no individual sample result should be greater than 250% of the relevant threshold level.

9.7 Step 7 - Optimise the Design for Obtaining Data

The optimum design for obtaining data in order to achieve the Data Quality Objectives is as follows:

- Only NATA-accredited environmental testing laboratories will be commissioned to analyse soil and groundwater samples and will implement a quality control plan conforming to the NEPM (Assessment of Site Contamination) Measure Schedule B(3) Guidelines for Analysis of Potentially Contaminated Soils;
- Review of previous contaminated land reports relevant to the Site and the surrounding area;
- An assessment of the Data Quality Indicators to determine if the field procedures and laboratory analytical results are reliable;
- The investigation will be carried out by an experienced and qualified Environmental Scientist, who is trained in sampling at contaminated sites in accordance with Aargus protocols based on best practice industry standards;
- Collection of QA/QC samples at frequencies prescribed in the NEPM Guidelines; and
- In accordance with the NSW EPA “Sampling Design Guidelines” (September 1995) twenty two (22) sampling points for a site area of 1.037 ha will be adopted to provide general site coverage. However, additional sampling points may be incorporated to target specific areas of potential environmental concern identified above.

10 SITE INVESTIGATION AND SCREENING LEVELS

10.1 General

The selection of appropriate human health, ecological and groundwater site assessment criteria were based on the following guiding documents:

- “Australian and New Zealand Guidelines for Fresh and Marine Water Quality 2000” (ANZECC);
- “Australian Water Quality Guidelines 2000” (AWQG);
- “Australian Drinking Water Guidelines 2011” (ADWG);
- “Guidelines for Managing Risk to Recreational Waters 2008 (GMRRW); and
- “National Environmental Protection (Assessment of Site Contamination) Amendment Measure 2013 (No.1)”, NEPC (2013).

Full details of the site investigation and screening levels for each potential contaminant of concern in soils and groundwater identified in Section 8 are presented in Appendix J.

10.2 Soils Investigation and Screening Levels

10.2.1 Health Investigation Levels (HILs)

The NEPM presents Tier 1 Health Investigation Levels (HILs) for a broad range of chemicals such as metals, inorganics, PAHs, phenols, pesticides and other organics. The HILs are applicable to generic land uses such as residential, commercial/industrial or public open space and all soil types, generally within the first 3 metres of soil below ground level. The HILs have been applied to assess human health risks via all relevant pathways of exposure.

As the proposed development of the site has not been prepared, soil investigation results within the site will be assessed against the following criteria:

- **HIL ‘A’** - *Residential use with gardens/accessible soils, including children’s day-care centres, preschools and primary schools*

- **HIL ‘B’** – *Residential with minimal opportunities for soil access; includes dwellings with fully and permanently paved yard space such as high-rise buildings and apartments*
- **HIL ‘C’** – *Public open space such as parks, playgrounds, playing fields, secondary schools and footpaths*
- **HIL ‘D’** – *Commercial/industrial, including premises such as shops, offices, factories and industrial sites.*

10.2.2 Health Screening Levels (HSLs)

The NEPM presents Tier 1 Health Screening Levels (HSLs) for the following petroleum compounds and fractions:

- Benzene, Toluene, Ethylbenzene and Xylenes (BTEX);
- Naphthalene; and
- TPH C6-C10 and TPH >C10-C16 fractions

The HSLs are applicable to generic land uses such as residential, commercial/industrial or recreational/public open space and different soil types between the ground surface and soils >4 metres below ground level. The HILs have been applied to assess human health risks via the inhalation and direct contact pathways of exposure.

10.2.3 Ecological Investigation Levels (EILs)

The NEPM presents Ecological Investigation Levels (Interim EILs) for As, Cu, CrIII, Ni, Pb, Zn, DDT and naphthalene.

The EILs are applicable to generic land uses such as areas of ecological significance, urban residential areas and public open space, and commercial/industrial land uses. The EILs have been applied to assess risks to terrestrial ecosystems, generally, within the top 2 metres of soil at the final surface/ground level.

Site specific EILs for Copper, Zinc, Nickel and Chromium III can be derived by adding the Ambient Background Concentration (ABC) to the Added Contaminant Limits (ACL), as per the following formula:

$$EIL = ABC + ACL$$

The ABC of a contaminant is the soil concentration in a specified locality that is the sum of the naturally occurring background level and the contaminant levels that have been introduced from diffuse or non-point sources by generating anthropogenic activity not attributed to industrial, commercial, or agricultural activities.

The ACL is the added concentration (above the ABC) of a contaminant above which further appropriate investigation and evaluation of the impact on ecological values is required. ACLs are based on the soil characteristics of pH, CEC and clay content. Different soils types / profiles will have different contaminant EILs rather than a single generic EIL for each contaminant. ACLs apply chromium III (CrIII), copper (Cu), nickel (Ni) and zinc (Zn) for site-specific EIL determination. The soil properties to be measured for site-specific derivation of ACLs for CrIII, Cu, Ni and Zn are summarised below:

- pH - Cu
- CEC - Cu, Ni, Zn
- % clay - CrIII

Note – the lowest concentration of copper that is derived from the pH or the CEC calculation is to be used for the ACL.

Insufficient data was available to derive ACLs for As, Pb, DDT and naphthalene. As a result, the derived EILs are generic to all soils and are presented as total soil contaminant concentrations in Tables 1(B)4 and 1(B)5.

10.2.4 Ecological Screening Levels (ESLs)

Table 1B (6) of the NEPM presents Ecological Screening Levels (ESLs) for TPH C6-C40 fractions, BTEX and benzo(a)pyrene.

The ESLs are applicable to generic land uses such as areas of ecological significance, urban residential areas and public open space, and commercial/industrial land uses. The ESLs have been applied to assess risks to terrestrial ecosystems, generally, within the top 2 metres of coarse or fine soil at the final surface/ground level.

10.2.5 Petroleum Hydrocarbon Management Limits

Table 1B (7) of the NEPM presents petroleum hydrocarbon management limits for application to TPH fractions C₆-C₁₀, >C₁₀-C₁₆, >C₁₆-C₃₄ and >C₃₄-C₄₀. The management limits are applicable for coarse or fine soils in residential, parkland, public open space or commercial/industrial land uses following consideration of relevant ESLs and HSLs.

10.2.6 Asbestos

Health screening for asbestos in soil, which are based on scenario-specific likely exposure levels, are adopted from the WA DoH guidelines and are referred in Table 7 in Schedule B1.

10.3 Groundwater Investigation and Screening Levels

10.3.1 Potential Beneficial Uses

Groundwater investigation and screening levels were established by identifying the potential beneficial uses of groundwater down-gradient from the site based on the Six Environmental Values presented in the table below.

Table 14: Potential Beneficial Uses of Groundwater

Environmental Value	Applicability
Freshwater aquatic ecosystem	✓
Marine aquatic ecosystem	✗
Agricultural use - irrigation	✗
Agricultural use – stock watering	✗
Recreational use	✓
Raw drinking water	✗

The applicable Environmental Values were selected on the basis of the following down-gradient receptors as identified in Section 4.6 of this report:

- Recreational users and aesthetics in the Cooks River & Alexandra Canal located approximately 2km to 2.1km to the south & south-east of the site; and
- The freshwater aquatic ecosystems in the Alexandra Canal & Cooks River;

No abstraction wells for agricultural use were identified within 1km of the site.

For each relevant Environmental Value identified above, the groundwater investigation and screening levels adopted are discussed in the following sub-sections. Full details of the investigation and screening levels for potential contaminants of concern in groundwater are presented in Appendix J.

If the screening or investigation levels are exceeded, then further consideration will be given to processes such natural attenuation, advection, adsorption and contaminant flux to assess potential risks to down-gradient aquatic ecosystems or drinking water sources.

10.3.2 Protection of Aquatic Ecosystems

Table 1C of the NEPM presents Groundwater Investigation Levels (GILs) for the protection of fresh water and marine water in slightly to moderately disturbed ecosystems. However, where the closest sensitive receptor is high value or highly disturbed, Section 3.1 of the Australian and New Zealand Guidelines for Fresh and Marine Water Quality (ANZECC

2000) provides a range of water quality guidelines values based upon three levels of ecosystem conditions as shown in the table below.

Table 15: Aquatic Ecosystem Values

Ecosystem Value	Protection Level	Brief Definition	Applicability
High value ecosystems (HVE)	99%	Effectively unmodified, with ecological integrity regarded as intact.	✗
Slightly to moderately disturbed ecosystems (SMDE)	95%	Small impacts to aquatic biological diversity within moderately cleared catchments with reasonably intact riparian vegetation.	✓
Highly disturbed ecosystems (HDE)	90%	Measurably degraded ecosystems typically associated with shipping ports or urban catchments.	✗

Based on observations made during the site walkover, the aquatic ecosystem value of the Alexandra Canal & Cooks River was considered to be slightly to moderately disturbed and that the NEPM GILs are applicable.

However, where contaminants are potentially bio-accumulative, trigger values for the protection of 99% of species were used. Low reliability trigger values presented in Table 3.4.1 of the ANZECC 2000 guidelines were also adopted in the absence of high or moderate reliability trigger values.

10.3.3 Recreational Water Use and Aesthetics

The GMRRW guidelines (as referenced in NEPM) recommend adopting a multiplication factor of 10 to 20 to the ADWG for the assessment of recreational water quality.

The water quality characteristics relevant to recreational use have been categorised into the following:

- Primary contact (e.g. swimming);
- Secondary contact (e.g. boating); and
- Aesthetic (visual appearance and odour).

10.3.4 Protection of Human Health

The NSW DEC (2007) states that groundwater should be considered as potential drinking water unless the total dissolved solids (TDS) exceeds 2000 mg/L. NSW DEC (2004) indicates that TDS can be estimated from EC using a correction factor of 0.00155 and applied to the field measurements taken during the groundwater investigation. The results indicated EC concentrations of 2199.97 $\mu\text{S}/\text{cm}$ (average of three wells), which is considered to be salty.

Table 1C of the NEPM presents Groundwater Investigation Levels (GILs) for the protection of drinking water sources based on the health values of the ADWG and were adopted as groundwater assessment criteria for the protection of drinking water.

10.3.5 Groundwater Health Screenings Levels for Vapour Intrusion

Table 1A(4) of the NEPM presents Groundwater Health Screening Levels (HSLs) for vapour intrusion. The HSLs are applicable to generic land uses such as residential, commercial/industrial or recreational/public open space and different soil types between 2m and >4 metres below ground level. The HSLs have been applied to assess human health risks via the inhalation pathway of exposure.

If site conditions are conducive to biodegradation, the following factors will be applied to the HSLs:

- Factor of x10 for depths to source of 2 to <4m; and
- Factor of x100 for depths to source of 4m and greater where the vapour source strength is 100 mg/L (100,000 mg/m³) or less.

For groundwater concentrations exceeding their respective solubility limits in Table 1A(4) of Schedule B1 of the NEPM, it is considered that the soil vapour concentration for a petroleum mixture could not exceed a level that would result in the maximum allowable vapour risk for the given scenario and is denoted as 'NL' (not limiting).

10.3.6 Duty to Report

In regard to groundwater objectives, the notification triggers for groundwater from DECC (2009) Contaminated Sites: Guidelines on the Duty to Report Contamination under the Contaminated Land Management Act 1997 are considered appropriate for water quality.

In accordance with Sections 2.3.4 and 2.3.5 of the DECC (2009) Contaminated Sites: Guidelines on the Duty to Report Contamination under the Contaminated Land Management Act 1997, groundwater contaminant concentrations will be compared to Column 1 and Column 3 of Appendix A to determine whether a notification trigger for reporting groundwater contamination is required.

10.4 Export of Waste

To assess the waste classification of materials to be disposed of off-site, the NSW EPA refers to the NSW DECC (2009) “*Waste Classification Guidelines, Part 1: Classifying Waste*”.

11 SOIL INVESTIGATION

11.1 General Methodology

The soil investigation was carried out on Wednesday the 16th October & Thursday 17th October 2013 by Aargus field scientists. The soil investigation was designed to meet the Data Quality Objectives. The fieldwork procedures adopted were carried out in general accordance with the Aargus fieldwork protocols, which are based on industry standard practice as prescribed in the NEPM.

Prior to the commencement of the intrusive investigation, a Dial-Before-You-Dig (DBYD) search was carried out and a professional services locator was engaged to clear the proposed sampling locations for underground services. A copy of the DBYD search obtained by Aargus can be found in Appendix G.

Upon clearance of the proposed sampling locations, concrete surfaces at each borehole location (where present) were cored by using a 180mm diameter diatube.

Boreholes were drilled using solid flight augers attached to a truck-mounted drill rig or hand augers.

The boreholes were backfilled with clean spoil or clean sand/gravel. Where a semi-confined or confined layer was encountered, a bentonite seal was used to prevent potential cross-contamination between the overlying and underlying strata.

A description of sub-surface conditions observed during drilling are presented in the borehole logs in Appendix K.

11.2 Sampling Design Rationale

Twenty two boreholes (BH1 to BH22) were drilled by adopting a systematic grid sampling pattern across the site to provide general site coverage with consideration given to accessibility and site features.

It is considered that the number of sampling points adopted meets the minimum requirements of the NSW EPA “Sampling Design Guidelines” (1995) for a site area of 1.037 ha and to detect a hotspot diameter of 25.7m to 28.9m. The borehole locations are shown in Figure 4 of Appendix A.

11.3 Sampling Density and Sampling Depth

Boreholes were advanced through fill material and terminated at least 0.2m into the natural material, with exception of BH8, BH18, BH19, BH21 & BH22, to allow for the collection of at least one soil sample from fill material and one from natural soils. However, a maximum target depth of 5.5 metres was adopted in borehole locations where groundwater wells were to be installed.

11.4 Sampling Methodology

Soil sampling was carried out in general accordance with Aargus Fieldwork Protocols. In summary:

- Soil samples were collected using solid flight augers or hand augers from each soil type or change in lithology and approximately every 1 metre depth where no change in material was apparent. However, additional samples were collected where there was visual evidence of contamination;
- Samples were transferred into clean laboratory supplied containers using a hand trowel; and
- In general, each soil sample was divided into two sub-samples. One of the sub-samples was placed into a laboratory-supplied container and a second sub-sample was placed in a separate zip-lock bag for field headspace screening using a PID. However, where fibre-containing material was observed, a third sub-sample of approximately 500g mass was placed in a zip-lock bag for asbestos analysis.

11.5 Field Tests

A calibrated Photo-ionisation Detector (PID) meter was used to obtain the following field measurements:

- Background concentrations of ionisable volatile organic compounds (VOCs) in the ambient air taken approximately 5 to 10 metres upwind of the general work area; and
- Headspace analysis of bagged soil samples collected to detect the presence of ionisable VOCs.

The PID readings were observed before and after each measurement of a sample to ensure that the PID was operating correctly. The procedures followed in performing field headspace on soil samples can be found in the Aargus Field Protocols.

Readings of PID maximums, fluctuations and general comments of observation were recorded in Aargus field record forms included in Appendix L. The PID calibration certificate can be found in Appendix M.

11.6 Soil Laboratory Analysis

Soil samples were submitted to their respective laboratories as specified in Section 13.2. The schedules of analysis for each sampling batch are presented in Appendix Q.

12 GROUNDWATER INVESTIGATION

12.1 General Methodology

The groundwater investigation was carried out between the period of the 16-17th of October & 29th October 2013. Groundwater gauging, purging and sampling methodology adopted was carried out in accordance with Aargus fieldwork protocols.

Groundwater-related field record forms are included in Appendix L.

Where relevant, tubing was retained within the monitoring wells for future sampling to minimise decontamination requirements between samples.

Groundwater samples containing PSH's were collected and disposed of by an appropriately licensed wastewater contractor.

12.2 Sampling Design Rationale

Three (3) of the boreholes drilled were converted into groundwater monitoring wells on the dates above and were designated as GW1 (BH14), GW2 (BH17) & GW3 (BH20). The locations of the monitoring wells are shown on Figure 4 of Appendix A and were selected on the following basis:

- To provide an assessment groundwater conditions within the fill material;
- Establish groundwater flow direction; and
- To target potential groundwater impacts from industrial area.

12.3 Well Installation

Groundwater monitoring well were constructed during the date by adopting the following methodology:

- 50mm diameter, Class 18PVC threaded and flush joined casing and 0.45 machine-slotted screens were used;
- The screen extended 1m above and 2m below the standing water table measured after drilling;
- Coarse, washed sand and gravel was placed in the annulus surrounding the piping to a height of 0.2m above the screen;
- Bentonite pellets were placed in the annulus above the sand to form an impermeable plug of a thickness of 1.0m and near the top of the well to prevent surface runoff from entering directly into the well; and
- A PVC cap was placed on the casing;
- 100mm diameter stainless steel flushed covers were used for all well finishes and concreted onto the ground surface.

A summary of the groundwater monitoring well construction details installed are listed in the table below and are also presented in full detail within their respective borehole logs included in Appendix K & Field Record Forms in Appendix L.

Table 16: Summary of Well Construction Details

Well ID	Total Depth (m BGL)	Screening Zone (m BGL)	Surface Level (m AHD)	Coordinates (MGA GDA 1994)	Lithological Description
GW1	5.5	2.5 – 5.5	-	E: -33.909004718 N: 151.163155901	FILL / Natural Clay
GW2	4.5	1.5-4.5	-	E: -33.908876721 N:151.163681614	FILL / Natural Silty Clay & Weathered Shale Bedrock

Well ID	Total Depth (m BGL)	Screening Zone (m BGL)	Surface Level (m AHD)	Coordinates (MGA GDA 1994)	Lithological Description
GW3	5.5	2.5-5.5	-	E:-33.909489992 N:151.163913625	FILL / Natural Silty Clay & Clay

The following works were carried out upon completion of the well installations:

- The wells were developed by removing at least three well volumes until groundwater parameters reached equilibrium and no further turbidity improvements were observed. Copies of well development records can be found in Appendix L.

12.4 Groundwater Gauging

Prior to purging and sampling of groundwater at each monitoring well, groundwater levels were measured and the presence of phase-separated hydrocarbons (PSH) was checked using a hand bailer.

Measurements of groundwater well depths were also obtained to assess whether siltation of the well had occurred following well development. Where a significant difference was noted, the well was redeveloped.

Groundwater levels were measured within a single time interval at all locations prior to the commencement of purging and sampling.

12.5 Groundwater Purging and Sampling

Wells were purged and sampled using a hand bailer with low flow attachment to reduce potential loss of VOCs.

Purging of groundwater was carried out until three consecutive readings from a Water Quality Meter were measured within the stabilisation criteria specified for each physico-chemical parameters listed in the table below.

Table 17: Groundwater Quality Stabilisation Criteria

Parameter	Measurement Unit	Stabilisation Variance
Temperature	°C	± 0.2
pH	pH units	± 0.1
Oxidation Reduction Potential (ORP)	mV	± 10 mV
Dissolved Oxygen (DO)	mg/L	± 0.2 or 10%
Electrical Conductivity	mS/cm	± 5%

Groundwater samples were collected only after stabilised groundwater quality readings were achieved to ensure representative sampling and then transferred into laboratory-supplied sample containers appropriate for laboratory analyses.

12.6 Laboratory Analyses

Groundwater samples were submitted to their respective laboratories as specified in Section 13.2. The schedules of analysis for each sampling batch are presented in Appendix Q.

13 QUALITY ASSURANCE/QUALITY CONTROL

13.1 Field QA/QC

13.1.1 General

The frequency required for each field quality assurance / quality control (QA/QC) sample is presented in the table below.

Table 18: QA/QC Sampling Frequency

	Intra-Lab Duplicates	Inter-Lab Duplicates	Rinsates	Trip Blanks	Trip Spikes
Sampling Frequency	1 in 20 primary samples	1 in 20 primary samples	1 / Day	1 / Day	1 / Day

13.1.2 Field Duplicates

Duplicates of primary samples were collected to enable the assessment of variability in analyte concentrations between samples collected from the same sampling point. The tables below list the duplicate soil, groundwater and soil vapour samples collected with their corresponding primary samples.

Table 19: Soil Field Duplicate Samples

Primary Sample ID	Sample Depth (m bgl)	Blind Duplicate ID	Split Duplicate ID	Date Sampled
BH9	0.4-0.6	D1	SS1	16.10.13
BH4	0.3-0.5	D2	SS2	16.10.13
BH15	0.3-0.5	D3	SS3	16.10.13
BH11	0.2-0.4	D4	-	16.10.13

Table 20: Groundwater Field Duplicate Samples

Primary Sample ID	Screen Zone (m bgl)	Blind Duplicate ID	Split Duplicate ID	Date Sampled
GW1/BH20	2.5-5.5	GD1	GSS1	29.10.13

13.1.3 Rinsates

Rinsate samples recovered for each day in which sampling took place to identify possible cross contamination between the sampling locations are listed in the table below.

Table 21: Rinsate Samples

Sample ID	Equipment Type	Sample Media	Date Collected
R1	Hand Trowel	Soil	16.10.13
R2	Hand Trowel	Soil	16.10.13

13.1.4 Trip Blanks / Spikes

Trip spike and trip blank samples were collected to assess the effect of sample handling on volatile concentrations in the samples collected and are listed in the table below.

Table 22: Trip Blank/Trip Spikes

Sample ID	QC Sample Type	Media	Date Collected
TB1	Trip Blank	Groundwater	29.10.13
TS1	Trip Spike	Groundwater	29.10.13

13.1.5 Sample Handling, Storage and Transport

The following sampling handling, storage and transport procedures were adopted to ensure sample integrity:

- Samples were collected in laboratory supplied containers. A list of sample preservation methods and the types of sample containers used are attached in Appendix N;
- Soil and groundwater sample containers were placed immediately into a chilled cooler box and dispatched to their respective analytical laboratories on the same day. If this was not possible, samples were temporarily held overnight in the Aargus office refrigerator at a temperature of no greater than 4 °C and dispatched the following day;

- A Chain of Custody form (COC) was completed for all samples collected and included with the samples for transport to their respective laboratories for chemical analysis. Copies of COCs are included in Appendix Q.
- All glass bottles were individually bubble wrapped for protection and insulated containers/coolers were used for sample shipment.
- Disposable nitrile gloves were used for OH&S purposes and were changed between every sample location.

13.1.6 Decontamination Procedures

The decontamination of non-dedicated sampling equipment was achieved by washing with phosphate-free detergent and tap water, followed by a final rinse with distilled water. Decontamination was conducted after the collection of samples at each sample location. A clean pair of disposable gloves was used when handling each sample.

The drilling augers were decontaminated between sampling locations by physically removing soil material between boreholes, washing the augers with Decon 90 and rinsing them with water.

We highlight that separate bailer chord and disposable bailers were used for each monitoring well during development, and separate disposable bailers used when sampling. These equipment items were not subject to decontamination procedures.

13.1.7 Calibration of Equipment

The 10.6eV lamp of the PID was calibrated with isobutylene gas at 100ppm prior to commencement of fieldwork and prior to commencement of each day's fieldwork. The battery in the PID unit was recharged after every day's use in the field.

Copies of calibration records for each relevant item of equipment used can be found in Appendix M.

13.2 Laboratory QA/QC

13.2.1 Laboratories Used

The following NATA-accredited laboratories were commissioned to carry out laboratory analysis of soil, groundwater and soil vapour samples collected:

- Primary Laboratory - Groundswell (South Melbourne);
- Secondary Laboratory – Eurofins MGT (Sydney); and

These laboratories also operate Quality Systems that are designed to comply with ISO/IEC 17025. All primary samples, blind duplicates, rinsate samples, trip blank/spikes were dispatched to the primary laboratory. All split samples were dispatched to the secondary laboratory.

Laboratory Certificates of Analysis are included in Appendix O.

13.2.2 Holding Times

The holding times for chemicals analysed are presented in in Appendix N and were based on USEPA methods, Standard Methods for the Examination of Water and Wastewater (APHA).

13.2.3 Test Methods and Practical Quantitation Limits

The test methods adopted by MGT LabMark – Sydney & Groundswell - South Melbourne are listed in Appendix N and Practical Quantitation Limits (PQLs) adopted are specified within the Laboratory Certificates of Analysis included in Appendix O.

The methods used by the laboratories generally comply with those listed in the NEPM and the Australian and New Zealand Environment and Conservation Council (ANZECC)-1996 “*Guidelines for the Laboratory Analysis of Contaminated Soils*”. Alternate methods used by the laboratories (i.e. not identified in the NEPM and ANZECC guidelines) have been validated by the laboratories, as recommended in the NEPM and ANZECC guidelines, and endorsed by NATA.

13.3 QA/QC Data Evaluation

A full evaluation of the Data Quality Indicators (DQIs) for both fieldwork and laboratory procedures is presented in Appendix P. These were assessed with reference to Appendix V of the NEPM and Guidelines for the NSW Site Auditor Scheme (2nd ed.), 2006. In summary, the findings of the QA/QC evaluation indicated the following:

Groundwater

- Data Completeness – The data set is considered to be adequately complete. However, the following minor non-conformances were identified:
 - No matrix spikes / duplicates were analysed.
- Data Comparability – The data set is considered to be adequately comparable. However, the following minor non-conformances were identified:
 - Sample PQL's were the same within each laboratory but differed between Eurofins MGT and Groundswell in a number of analytes.
 - Analytical units of measurement for water were ug/L for Groundswell and mg/L for Eurofins in a number of analytes.
- Data Representativeness – The data set is considered to be adequately representative.
- Data Precision – The data set is considered to be adequately precise.
- Data Accuracy – The data set is considered to be adequately accurate. However, the following minor non-conformances were identified:
 - No matrix spikes / duplicates were analysed.

Soils

- Data Completeness – The data set is considered to be adequately complete. However, the following minor non-conformances were identified:
 - No trip spikes and blanks were analysed.
- Data Comparability – The data set is considered to be adequately comparable. However, the following minor non-conformances were identified:
 - Sample PQL's were the same within each laboratory but differed between Eurofins MGT and Groundswell in a number of analytes.
- Data Representativeness – The data set is considered to be adequately representative.

- Data Precision – The data set is considered to be adequately precise. However, the following minor non-conformances were identified:
 - RPDs of >50% were identified in a number of samples analysed for TRH, PAH and metals, and were likely due to heterogeneity between samples collected. Given that the majority of RPDs for the remaining analytes were <50%, the data set was considered to be adequately precise.
- Data Accuracy – The data set is considered to be adequately accurate. However, the following minor non-conformances were identified:
 - The majority of matrix spikes were within control limits with the exception of metals in 12 samples analysed from GS13482. These were due to matrix interference.
 - No trip blanks or spikes were analysed

The sampling methods (including sample preservation, transport and decontamination procedures) and laboratory methods followed during this investigation works were consistent with Aargus protocols and were found to meet the DQOs for this project.

It is therefore considered that the data is sufficiently reliable and that the results can be used for the purpose of this project.

14 FIELD OBSERVATIONS

14.1 Geology

Based on surface and sub-surface conditions observed during the intrusive investigation, the surface and sub-surface profile across the site is summarised in the table below.

Table 23: Summary of Geological Observations

Geological Unit	Lithological Description	Depth Ranges: Top to Base (m bgl)
Fill	Silty Sandy Clay, Silty Clay, Silty Gravelly Sand	Ground level to 1.5m (BH20)
Natural Soils (Residual)	Silty Clay, Clay	0.5m (BH14) to 5.5m (BH14)
Bedrock (Sandstone)	Shale, Weathered Shale,	3.4m (BH17) to 4.5m (BH17)

The following additional observations were made:

- No hydrocarbon odours were observed within any of the borehole locations.
- Hydrocarbon staining was encountered within BH5, BH6, BH7& BH18.
- No visual fibre-containing fragments or sheeting were observed in any of the borehole samples.

We recommend that this section be read in conjunction with Figure 4 (Sample Location Plan) in Appendix A, the Field Record Forms in Appendix L and the borehole logs in Appendix K.

14.2 Field Headspace Results

Ionisable VOC detections in PID readings taken from soil samples subjected to field headspace analysis are listed in the following table. The PID field record forms can be found in Appendix L.

Table 24: Summary of PID Results

Sample ID	Depth Range (m bgl)	PID Reading (ppm)s	Stratum
BH1	0-0.5	0.2	F
BH1	0.5-1.0	0.2	F
BH1	1-1.5	0.1	N
BH2	0-0.5	0.3	F
BH2	0.5-1.0	0.0	F
BH2	1-1.5	0.0	N
BH3	0-0.5	0.1	F
BH3	0.5-1.0	0.0	F
BH3	1-1.5	0.0	N
BH4	0.3-0.5	0.3	F
BH4	0.9-1.0	0.2	N
BH5	0.2-0.4	0.3	F
BH5	0.8-1.0	0.3	N
BH6	0.2-0.4	0.5	F
BH6	0.9-1.0	0.4	N
BH7	0.4-0.6	0.1	F
BH7	1.1-1.3	0.0	N
BH8	0.1-0.3	0.5	F
BH9	0.4-0.6	0.3	F
BH9	0.8-1.0	0.3	N
BH10	0.4-0.5	0.2	F
BH10	0.8-1.0	0.2	N
BH11	0.2-0.4	0.7	F
BH11	0.7-0.9	0.6	N
BH12	0.3-0.5	0.5	F
BH12	0.7-0.9	0.4	N
BH13	0.2-0.4	0.0	F
BH13	0.8-1.0	0.0	N
BH14	0.2-0.3	0.4	F
BH14	0.6-0.8	0.3	N
BH15	0.3-0.5	0.0	F
BH15	0.9-1.0	0.0	N
BH16	0.3-0.5	0.0	F
BH16	0.8-1.0	0.0	N
BH17	0.3-0.5	0.0	F
BH17	0.7-0.8	0.0	N
BH18	0.4-0.5	0.0	F
BH18	0.7-0.8	0.1	N
BH19	0.2-0.4	0.1	F
BH20	0.2-0.4	0.2	F
BH20	1.0-1.1	0.3	F
BH20	2.4-2.5	0.5	N
BH21	0.3-0.5	0.7	F
BH22	0.2-0.3	0.5	F

Notes: F = Fill, N= Natural

14.3 Groundwater Observations during Drilling

Groundwater observations made during drilling are summarised in the table below.

Table 25: Groundwater Observations during Drilling

Borehole ID	Initial Depth (m BGL) / Time	Flow Type	Standing Water Level (m BGL) / Time	PSH (mm)	Lithology (Initial Depth)
BH14/GW1	4.8m / time not recorded	Seepage	1.5m / 9.50am	No	CLAY
BH17/GW2	3.8m / time not recorded	Seepage	1.45m / 10.15am	No	CLAY
BH20/GW3	5.33m / 10.30am	Seepage	4.33m / 12.45pm	No	CLAY

These results indicated the following:

- PSHs were not present;
- A confined aquifer is likely to be present within the natural clay based on a piezometric head rise.

14.4 Groundwater Monitoring Results

14.4.1 Groundwater Measurements

Groundwater levels measured and observations made during the monitoring event carried out on the date are summarised in the table below.

Table 26: Groundwater Elevations and Observations

Well ID	Well Depth (m BGL)	R.L. (m AHD) – Top of Cover	Groundwater Depth Measured (m BGL)	Groundwater Level (m AHD)	PSH Depth (m BGL) / Thickness (mm)
BH14 / GW1	5.50 m	-	1.23 m	-	None
BH17/GW2	4.50 m	-	1.20 m	-	None
BH20 / GW3	5.50 m	-	1.15 m	-	None

The groundwater levels measured were not used to develop a plan showing the inferred groundwater flow direction as no survey levels with RLs were provided by the client. From Aargus' previous experience the groundwater is expected to flow towards the nearest down-gradient watercourses, the Cooks River & Alexandra Canal, located approximately 2km to 2.1km to the south & south-east of the site respectively.

14.4.2 Physio-Chemical Parameters

The stabilised measurements taken for each groundwater physico-chemical parameter are summarised in the table below. Copies of detailed field measurement records for each monitoring well location are presented in Appendix L.

Table 27: Physico-Chemical Parameters

Well ID	Temperature (°C)	pH	EC (uS/cm)	Redox (mV)	DO (mg/L)
BH14 / GW1	22.1	5.95	1192	73.2	1.74
BH17 / GW2	20.8	6.10	2273	57.8	1.58
BH20 / GW3	21.0	6.85	5134	-2.4	1.74

The results of the field parameters measured are summarised as follows:

- pH readings ranged from 5.95 to 6.85 indicating the groundwater is generally neutral;
- The EC readings in GW1 and GW2 ranged from 1192 to 2273, indicating brackish to saline water at these locations. The EC reading in GW3 was 5134, indicating saline water at this location.
- Eh readings indicated oxidising conditions in GW1 and GW2 and reducing conditions in GW3; and
- DO readings, between 1.58 and 1.74mg/L, indicated oxygen deficient conditions in the groundwater.

15 LABORATORY RESULTS

15.1 General

A comparison of soil and groundwater laboratory results against their respective assessment criteria (as specified in Section 10) are presented in the summary tables in Appendix Q. Certificates of laboratory analysis are attached in Appendix O. A discussion of the results is presented in the following sub-sections.

15.2 Soil Results

15.2.1 Heavy Metals

15.2.1.1 Health Investigation Levels (HILs)

As indicated in Table A, the concentrations of the discrete heavy metals were below the adopted assessment criteria, those being the HIL 'A', 'B', 'C', & 'D' with the exception of the following:

Lead exceeded the 'HIL A' criteria of 300mg/kg in the following locations:

- *BH2 (0-0.5) at 2,437mg/kg, BH2 (0.5-1.0) at 345mg/kg, BH5 (0.2-0.4) at 1,176mg/kg, BH6 (0.2-0.4) at 947mg/kg, BH7 (0.4-0.6) at 518mg/kg, BH8 (0.1-0.3) at 527mg/kg, BH11 (0.2-0.4) at 376mg/kg, BH12 (0.3-0.5) at 758mg/kg, BH18 (0.4-0.5) at 574mg/kg, BH18 (0.7-0.8) at 584mg/kg, BH19 (0.2-0.4) at 1,900mg/kg, BH20 (0.2-0.4) at 1,700mg/kg, BH20 (1.0-1.1) at 468mg/kg & BH21 (0.3-0.5) at 962mg/kg*

Lead exceeded the HIL 'B' criteria of 1,200mg/kg in the following locations:

- *BH2 (0-0.5) at 2,437mg/kg, BH19 (0.2-0.4) at 1,900mg/kg, BH20 (0.2-0.4) at 1,700mg/kg,*

Lead exceeded the HIL 'C' criteria of 600mg/kg in the following locations:

- *BH2 (0-0.5) at 2,437mg/kg, BH5 (0.2-0.4) at 1,176mg/kg, BH6 (0.2-0.4) at 947mg/kg, BH12 (0.3-0.5) at 758mg/kg, BH19 (0.2-0.4) at 1,900mg/kg, BH20 (0.2-0.4) at 1,700mg/kg & BH21 (0.3-0.5) at 962mg/kg*

Lead exceeded or equalled the HIL 'D' criteria of 1,500mg/kg in the following locations:

- *BH2 (0-0.5) at 2,437mg/kg, BH19 (0.2-0.4) at 1,900mg/kg, BH20 (0.2-0.4) at 1,700mg/kg,*

15.2.1.2 Ecological Investigation Levels (EILs)

The landscape areas have not been determined for the site. Therefore the most stringent site derived EILs have been adopted. As shown in Table A1 for arsenic, copper, zinc, nickel, chromium & lead concentrations were below the Ecological Investigation Level (EIL) for areas of urban residential and public open space with the exception of the following the locations:

Copper exceeded the site derived EIL of 70mg/kg in the following locations:

- *BH1 (0.5-1.0) at 131mg/kg, BH5 (0.2-0.4) at 275mg/kg, BH6 (0.2-0.4) at 134mg/kg, BH8 (0.1-0.3) at 113mg/kg, BH11 (0.2-0.4) at 241mg/kg, BH12 (0.3-0.5) at 260mg/kg, BH14 (0.2-0.3) at 171mg/kg, BH19 (0.2-0.4) at 553mg/kg & BH21 at 86mg/kg*

Lead exceeded the site derived EIL of 1,100mg/kg in the following locations:

- *BH2 (0-0.5) at 2,437mg/kg, BH5 (0.2-0.4) at 1,176mg/kg, BH19 (0.2-0.4) at 1,900mg/kg & BH20 (0.2-0.4) at 1,700mg/kg,*

Zinc exceeded the site derived EIL of 100mg/kg in the following locations:

- *BH1 (0-0.5) at 188mg/kg, BH2 (0-0.5) at 804mg/kg, BH4 (0.3-0.5) at 378mg/kg, BH4 (0.9-1.0) at 172mgf/kg, BH5 (0.2-0.4) at 1,200mg/kg, BH6 (0.2-0.4) at 994mg/kg, BH7 (0.4-0.6) at 760mg/kg, BH7 (1.1-1.3) at 272mg/kg, BH8 (0.1-0.3) at 760mg/kg, BH9 (0.4-0.6) at 1,310mg/kg, BH10 (0.4-0.5) at 355mg/kg, BH11 (0.2-0.4) at 1,770mg/kg, BH11 (0.7-0.9) at 174mg/kg, BH12 (0.3-0.5) at 1,490mg/kg, BH12 (0.7-0.9) at 318mg/kg, BH13 (0.2-0.4) at 150mg/kg, BH14 (0.2-0.3) at 439mg/kg, BH18 (0.4-0.5) at 378mg/kg, BH18 (0.7-0.8) at 548mg/kg, BH19 (0.2-0.4) at 1,912mg/kg, BH20 (0.2-0.4) at 675mg/kg, BH20 (1.0-1.1) at 369mg/kg, BH21 (0.3-0.5) at 960mg/kg & BH22 (0.2-0.3) at 210mg/kg.*

The results of pH, CEC and % clay for the natural soil samples are summarised in Table A2 in Appendix Q. Based on the results in Table A2, the site ACLs for CrIII, Cu, Ni and Zn have been derived and are provided in Table A3. The ABC concentrations are summarised in Table A3 in Appendix Q.

The calculated EIL for CrIII, Cu, Pb, Ni and Zn, after appropriate rounding, have been summarised in Table A3.

15.2.2 TRH, BTEX, NAPHTHALENE&/ORBENZO(a)PYRENE

15.2.2.1 Health Screening Levels (HSLs)

As indicated in Table B1, the F1 (C₆-C₁₀), F2 (>C₁₀-C₁₆), benzene, toluene, ethyl benzene, xylenes and naphthalene concentrations were below the HSL 'A', HSL 'B', HSL 'C' & HSL 'D' for a clay soil profile with a source depth of "0m to <1m", "1m to <2m", "2m to <4m" & 4m+.

15.2.2.2 Ecological Screening Levels (ESLs)

As indicated in Table B2, the F1 (C₆-C₁₀), F2 (>C₁₀-C₁₆), F3 (C₁₆-C₃₄), F4 (C₃₄-C₄₀), benzene, toluene, ethyl benzene, xylenes and benzo(a)pyrene concentrations were below the ESL for a fine grained soil texture in an “urban residential and public open space” environment with the exception of the following:

Benzo(a)pyrene exceeded or equalled the ESL criteria of 0.7mg/kg in the following locations:

- BH2 (0-0.5) at 0.7mg/kg, BH4 (0.3-0.5) at 4.9mg/kg, BH5 (0.2-0.4) at 3.1mg/kg, BH6 (0.2-0.4) at 3.5mg/kg, BH7 (0.4-0.6) at 1.75mg/kg, BH9 (0.4-0.6) at 1.7mg/kg, BH13 (0.2-0.4) at 0.7mg/kg, BH14 (0.2-0.3) at 5.5mg/kg, BH18 (0.4-0.5) at 0.7mg/kg, BH20 (0.2-0.4) at 2.3mg/kg, BH20 (1.0-1.1) at 2.15mg/kg, BH21 (0.3-0.5) at 6.1mg/kg & BH22 (0.2-0.3) at 1.5mg/kg.

15.2.2.3 Management Limits

As indicated in Table B3, the F1 (C₆-C₁₀), F2 (>C₁₀-C₁₆), F3 (C₁₆-C₃₄), F4 (C₃₄-C₄₀), concentrations were below the Management Limits for a fine grained soil texture in a “residential parkland and public open space” environment.

15.2.3 PAH, OCP, PCB, Phenols & Cyanide

15.2.3.1 Health Investigation Levels (HILs)

As indicated in Table C, the concentrations of the benzo(a)pyrene (as TEQ), Total PAH, OCP, PCB, Phenols & Cyanide were below the Health Investigation Level (HIL) adopted assessment criteria, those being the HIL ‘A’, ‘B’, ‘C’, & ‘D’ with the exception of the following:

Benzo(a)pyrene TEQ exceeded the HIL 'A' criteria of 3mg/kg in the following locations:

- *BH4 (0.3-0.5) at 7.7mg/kg, BH5 (0.2-0.4) at 5.2mg/kg, BH6 (0.2-0.4) at 5.8mg/kg, BH7 (0.4-0.6) at 3.3mg/kg, BH9 (0.4-0.6) at 3.3mg/kg & BH14 (0.2-0.3) at 9.1mg/kg, BH20 (0.2-0.4) at 4.2mg/kg, BH20 (1.0-1.1) at 3.9mg/kg & BH21 (0.3-0.5) at 10mg/kg.*

Benzo(a)pyrene TEQ exceeded the HIL 'B' criteria of 4mg/kg in the following locations:

- *BH4 (0.3-0.5) at 7.7mg/kg, BH5 (0.2-0.4) at 5.2mg/kg, BH6 (0.2-0.4) at 5.8mg/kg & BH14 (0.2-0.3) at 9.1mg/kg, BH20 (0.2-0.4) at 4.2mg/kg, BH20 (1.0-1.1) at 3.9mg/kg & BH21 (0.3-0.5) at 10mg/kg.*

Benzo(a)pyrene TEQ exceeded the HIL 'C' criteria of 3mg/kg in the following locations:

- *BH4 (0.3-0.5) at 7.7mg/kg, BH5 (0.2-0.4) at 5.2mg/kg, BH6 (0.2-0.4) at 5.8mg/kg, BH7 (0.4-0.6) at 3.3mg/kg, BH9 (0.4-0.6) at 3.3mg/kg & BH14 (0.2-0.3) at 9.1mg/kg, BH20 (0.2-0.4) at 4.2mg/kg, BH20 (1.0-1.1) at 3.9mg/kg & BH21 (0.3-0.5) at 10mg/kg.*

15.2.3.2 Ecological Investigation Levels (EILs)

As indicated in Table C, the concentrations of naphthalene and DDT/DDE/DDD were below the Ecological Investigation Level (EIL) for urban residential and public open space.

15.2.3.3 Ecological Screening Levels (ESLs)

As indicated in Table C, the benzo(a)pyrene concentrations were below the ESL for a fine grained soil texture in an “urban residential and public open space” environment with the exception of the following:

Benzo(a)pyrene exceeded or equalled the ESL criteria of 0.7mg/kg in the following locations:

- *BH2 (0-0.5) at 0.7mg/kg, BH4 (0.3-0.5) at 4.9mg/kg, BH5 (0.2-0.4) at 3.1mg/kg, BH6 (0.2-0.4) at 3.5mg/kg, BH7 (0.4-0.6) at 1.75mg/kg, BH9 (0.4-0.6) at 1.7mg/kg, BH13 (0.2-0.4) at 0.7mg/kg, BH14 (0.2-0.3) at 5.5mg/kg, BH18 (0.4-0.5) at 0.7mg/kg, BH20 (0.2-0.4) at 2.3mg/kg, BH21 (0.3-0.5) at 6.1mg/kg & BH22 (0.2-0.3) at 1.5mg/kg.*

15.2.3.4 Volatile Organic Compounds (VOCs)

As indicated in Table D, VOC concentrations were below the PQLs with the exception of the following:

- Trichloroethene concentration of 1mg/kg at BH7 (0.4-0.6m).

15.2.4 Asbestos

As indicated in Table E, no asbestos was detected in the majority of the samples analysed, with the exception of the following:

- Chrysotile asbestos was detected at BH1 (0-0.5m) & BH22 (0.2-0.3m)
- Chrysotile & Crocidolite asbestos was detected at BH7 (0.4-0.6m)

15.3 Groundwater Results

15.3.1 Heavy Metals

As indicated in Table F, the heavy metal concentrations were below the assessment criteria with exception of the following:

- Dissolved copper concentrations were detected above the adopted criteria of 1.4µg/L for the 95% protection of aquatic ecosystems in GW1.
- Dissolved zinc concentrations were detected above the adopted criteria of 8µg/L for the 95% protection of aquatic ecosystems in GW2 and
- The remaining metals concentrations were either below the laboratory limits of reporting (LOR) or their respective assessment criteria.

15.3.1.1 Health Screening Levels (HSLs)

As indicated in Table G, the F1 (C₆-C₁₀), F2 (>C₁₀-C₁₆) and naphthalene concentrations for GW1, GW2 & GW3 were below the HSL 'A', 'B', 'C' & 'D' for a clay soil profile with a source depth of "0m to <1m", "1m to <2m", "2m to <4m" & 4m+.

15.3.2 PAH

As indicated in Table H, the PAH concentrations were below the assessment criteria.

15.3.3 Chlorinated Compounds

As indicated in Tables I1, I2, & I3, the concentrations of the chlorinated alkenes, chlorinated alkanes, chlorinated benzenes and other chlorinated compounds were below the assessment criteria.

16 DISCUSSION OF RESULTS

16.1 Soil Quality

Table 28 summarises the soil results which exceed the various land use scenarios and adopted regulatory criteria for the soil assessment undertaken at the site. The analytes which exceed the criteria are listed in the table below:

Table 28: Soil Exceedances for different Land Use Scenarios

Borehole Locations (m)	HIL 'A'	HIL 'B'	HIL 'C'	HIL 'D'	EILs	ESL	Asbestos	VOC
BH1 (0-0.5)					Lead		Chrysotile detected-	
BH1 (0.5-1.0)					Lead		-	
BH2 (0-0.5)	Lead	Lead	Lead	Lead	Lead Zinc	Benzo(a)pyrene	-	
BH2 (0.5-1.0)	Lead						-	
BH4 (0.3-0.5)	B(a)P TEQ	B(a)P TEQ	B(a)P TEQ		Zinc	Benzo(a)pyrene	-	
BH4 (0.9-1.0)					Zinc		-	
BH5 (0.2-0.4)	Lead B(a)P TEQ	B(a)P TEQ	Lead B(a)P TEQ		Copper Lead Zinc	Benzo(a)pyrene	-	
BH6 (0.2-0.4)	Lead B(a)P TEQ	B(a)P TEQ	Lead B(a)P TEQ		Copper Zinc	Benzo(a)pyrene	-	
BH7 (0.4-0.6)	Lead B(a)P TEQ		B(a)P TEQ		Zinc	Benzo(a)pyrene	Chrysotile & Crocidolite detected	TCE detected
BH7 (1.1-1.3)					Zinc		-	
BH8 (0.1-0.3)	Lead				Copper Zinc		-	
BH9 (0.4-0.6)	B(a)P TEQ		B(a)P TEQ		Zinc	Benzo(a)pyrene	-	
BH10 (0.4-0.5)					Zinc		-	
BH11 (0.2-0.4)	Lead				Copper Zinc		-	
BH11 (0.7-0.9)					Zinc		-	
BH12 (0.3-0.5)	Lead		Lead		Copper Zinc		-	
BH12 (0.7-0.9)					Zinc		-	
BH13 (0.2-0.4)					Zinc	Benzo(a)pyrene	-	
BH14 (0.2-0.3)	B(a)P TEQ	B(a)P TEQ	B(a)P TEQ		Copper Zinc	Benzo(a)pyrene	-	
BH18 (0.4-0.5)	Lead				Zinc	Benzo(a)pyrene	-	
BH18 (0.7-0.8)	Lead				Zinc		-	

Borehole Locations (m)	HIL 'A'	HIL 'B'	HIL 'C'	HIL 'D'	EILs	ESL	Asbestos	VOC
BH19 (0.2-0.4)	Lead	Lead	Lead	Lead	Copper Lead Zinc		-	
BH20 (0.2-0.4)	Lead B(a)P TEQ	Lead B(a)P TEQ	Lead B(a)P TEQ	Lead	Lead Zinc	Benzo(a)pyrene		
BH20 (1.0-1.1)	Lead B(a)P TEQ		B(a)P TEQ		Zinc	Benzo(a)pyrene		
BH21 (0.3-0.5)	Lead B(a)P TEQ	B(a)P TEQ	Lead B(a)P TEQ		Copper Zinc	Benzo(a)pyrene		
BH22 (0.2-0.3)					Zinc	Benzo(a)pyrene	Chrysotile detected-	

The soil assessment revealed the following:

- The remaining contaminant concentrations in the remaining samples analysed were below their respective investigation and screening levels.

Based on the results of the investigation, the abovementioned boreholes (BH1, BH2, BH4, BH5, BH6, BH7, BH8, BH9, BH10, BH11, BH12, BH13, BH14, BH18, BH19, BH20, BH21 & BH22) require review, additional works and / or delineation based on the proposed land use scenarios which will be confirmed with the final architectural drawings.

Information pertaining to the above mentioned hotspots for asbestos is included below:

- The asbestos hotspot BH1, BH7 & BH22 are located in the fill layer which extends to 1m, 0.9m & 0.5m BGL, respectively. No asbestos analysis was undertaken in the deeper natural material. The depth of fill was not delineated in BH22 as refusal was encountered.

The general depths of contamination found were in the upper fill layer 0.0-0.7m BGL, with contamination continuing to deeper depths including some natural material to maximum depth of 1.3m BGL.

16.2 Groundwater Quality

An assessment of groundwater quality information from the one sampling event undertaken during this investigation revealed the following:

- Heavy metals concentrations analysed in groundwater (with the exception of copper and zinc) appeared to meet their respective assessment criteria at various monitoring locations across the site. The elevated readings are considered to be attributed to the known sources of contamination at the site (historical commercial and industrial land use).
- TRH, Naphthalene, PAH & Chlorinated compounds concentrations analysed in groundwater were below PQLs or met their respective guidelines being (fresh water, water for recreational purposes and HSL's).

17 CONCLUSION AND RECOMMENDATIONS

The findings of the assessment indicated the following areas of environmental concern (based upon comparisons to various land uses and adopted guidelines):

- Lead, zinc, copper, trichloroethene, benzo(a)pyrene & benzo(a)pyrene TEQ elevated levels at various depths in the fill and / or natural material at boreholes BH1, BH2, BH4, BH5, BH6, BH7, BH8, BH9, BH10, BH11, BH12, BH13, BH14, BH18, BH19, BH20, BH21 & BH22 in relation to proposed land use scenarios.
- Asbestos contamination in the fill at hotspots BH1 (0.0-0.5m), BH7 (0.4-0.6m) & BH22 (0.2-0.3m).
- Elevated dissolved heavy metal concentrations in a number of groundwater monitoring locations (GW1 & GW2).
- The general depths of contamination found were in the upper fill layer 0.0-0.7m BGL, with contamination continuing to deeper depths including some natural material to maximum depth of 1.3m BGL.

Based on the results of the investigation, the abovementioned boreholes (BH1, BH2, BH4, BH5, BH6, BH7, BH8, BH9, BH10, BH11, BH12, BH13, BH14, BH18, BH19, BH20, BH21 & BH22) require review, additional works and / or delineation based on the proposed land use scenarios which will be confirmed with the final architectural drawings. The site **would be** considered *suitable* for the proposed use (to be advised), subject to the following:

- Undertake an additional review and/or investigation to determine the site suitability of areas for the intended land use scenario.
- An appropriate remedial / management strategy is developed, culminating in preparation of a Remedial Action Plan (RAP) in accordance with EPA guidelines.
- Any soils requiring removal from the site, as part of future site works, should be classified in accordance with the “*Waste Classification Guidelines, Part 1: Classifying Waste*” NSW DECC (2009).

Thank you for the opportunity to undertake this work. We would be pleased to provide further information on any aspects of this report.

For and on behalf of

Aargus Pty Ltd

Written by:



Michael Silk
Environmental Scientist

Reviewed By:



Nick Kariotoglou
Principal Environmental Scientist

LIMITATIONS

The Aargus assessment is based on the result of limited site investigations and sample testing. Neither Aargus, nor any other reputable consultant, can provide unqualified warranties nor does Aargus assume any liability for site conditions not observed or accessible during the time of the investigations.

Despite all reasonable care and diligence, the materials encountered and concentrations of contaminants measured may not be representative of conditions between the locations sampled and investigated. There is always some disparity in subsurface conditions across a site that cannot be fully defined by investigation. Hence it is unlikely that measurements and values obtained from sampling and testing during environmental works carried out at a site will characterise the extremes of conditions that exist within the site. In addition, site characteristics may change at any time in response to variations in natural conditions, chemical reactions, truck movement or contractor movement of soils and other events, e.g. groundwater movement and or spillages of contaminating substances. These changes may occur subsequent to Aargus investigations and assessment.

This report and associated documentation and the information herein have been prepared solely for the use of the E & D Danias Pty Ltd and interested parties at the time of writing the report and is valid (for the purposes of management or transport of material) for a period of one month only from the date of issue. Any other reliance assumed by third parties on this report shall be at such parties' own risk. Any ensuing liability resulting from use of the report by third parties cannot be transferred to Aargus.

Whilst this report provides a review of site conditions encountered at sampling locations within the investigation, it should be noted that if materials are proposed to be moved from site - Part 5.6, Section 143 of the Protection of the Environment Operations (POEO) Act 1997 states that it is an offence for waste to be transported to a place that cannot lawfully be used as a facility to accept that waste. It is the duty of the owner and transporter of the waste to ensure that all material removed from a site must be accompanied by an appropriate waste classification report and materials are disposed of appropriately. An environmental or validation report does not constitute a waste classification report and results are treated

differently. Aargus accepts no liability for the unlawful disposal of waste materials from any site. Aargus does not accept any responsibility for the material tracking, loading, management, transport or disposal of waste from the site. If material is to be removed from a site, before disposal of any material to a licensed landfill is undertaken, the site owner must ensure an appropriate waste classification exists for all materials on the site planning to be removed, the waste producer will need to obtain prior consent from the licensed landfill/recycler. The receiving site should check to ensure that the material received matches the description provided in the report.

Opinions are judgements, which are based on our understanding and interpretation of current regulatory standards, and should not be construed as legal opinions.

Appendix S – Important information about your environmental site report should also be read in conjunction with this report.

REFERENCES

This report was prepared with reference to the following guiding documents:

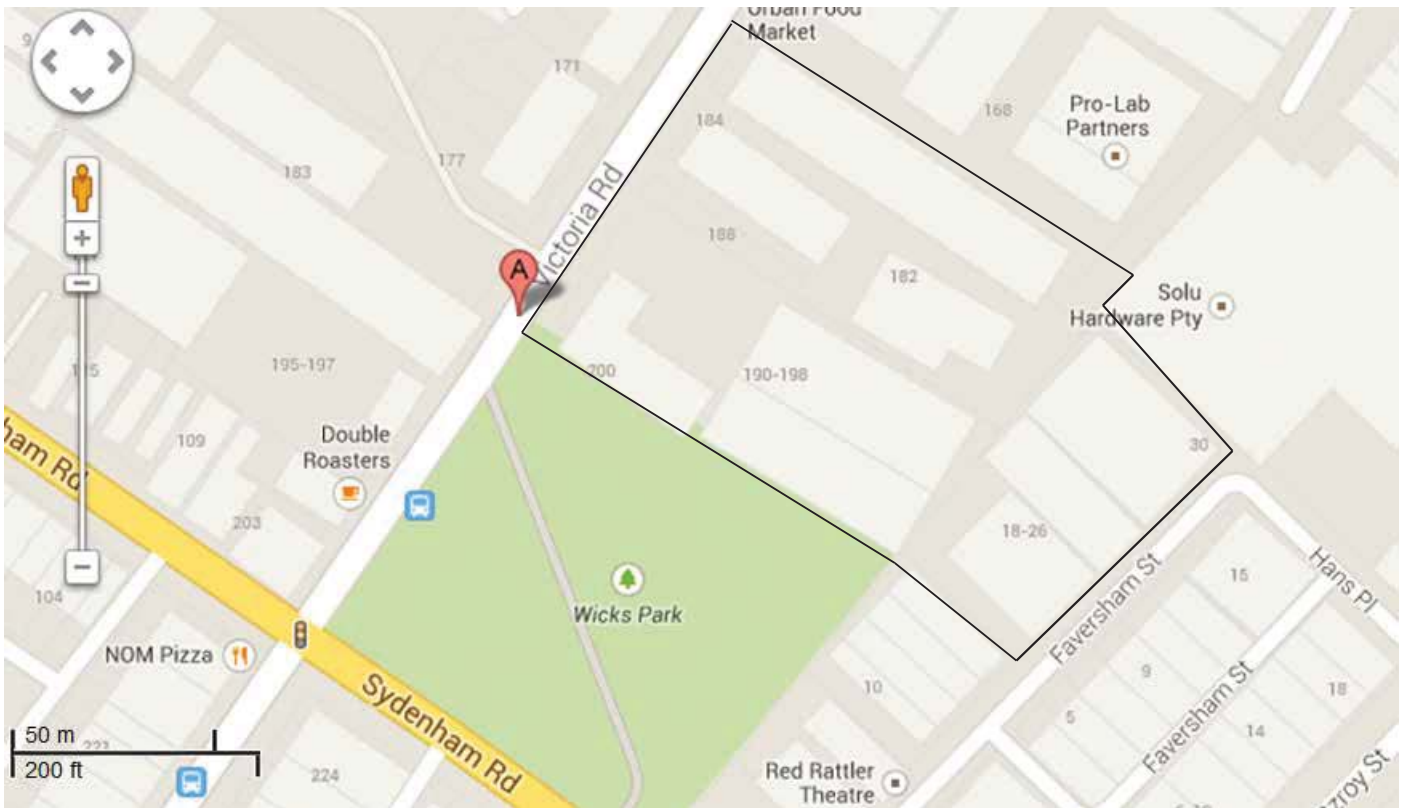
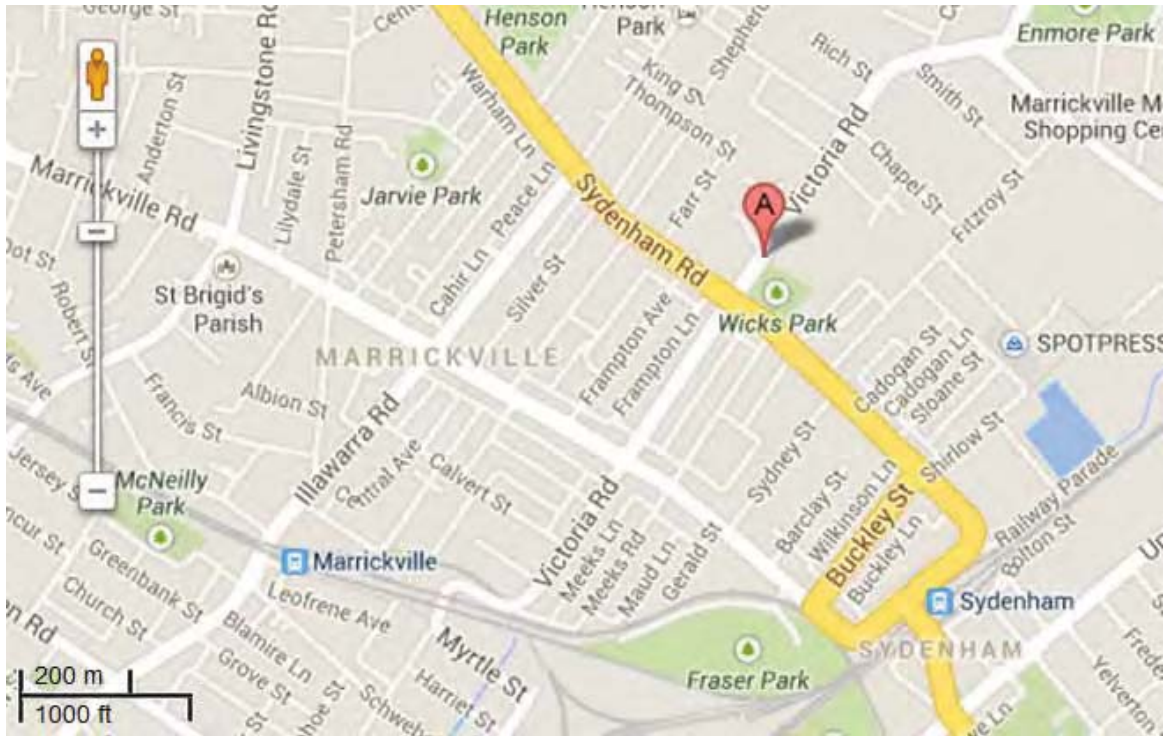
- ANZECC/NHMRC (1992) – “Australian and New Zealand Guidelines for the Assessment and Management of Contaminated Sites”. Australian and New Zealand Environment and Conservation Council and the National Health and Medical Research Council, Canberra.
- ANZECC National Water Quality Management Strategy “Australian Water Quality Guidelines for Fresh and Marine Waters”, 1992.
- CRC Care Technical Report No. 13 – Soil Vapour Assessment (August 2009).
- Department of Urban Affairs and Planning – EPA (1998) “Managing Land Contamination – Planning Guidelines – SEPP 55 – Remediation of Land”.
- National Environment Protection (Assessment of Site Contamination) Amendment Measure 2013 (No.1).
- NSW DEC, “Guidelines for the Assessment and Management of Groundwater Contamination” (March 2007).
- NSW DEC “Guidelines for the NSW Site Auditor Scheme” (2006, 2nd edition). NSW Environment Protection Authority, Sydney.
- NSW DECC (2009) – “Waste Classification Guidelines, Part 1: Classifying Waste”;
- NSW DECCW, “Vapour Intrusion: Technical Practice Note”, (September 2010);
- NSW EPA “Guidelines for Consultants Reporting on Contaminated Sites” (2011). NSW Environment Protection Authority, Sydney.
- NSW EPA “Guidelines on the Duty to Report Contamination under the Contaminated Land Management Act 1997” (2009). NSW Environment Protection Authority, Sydney;
- NSW EPA “Sampling Design Guidelines” (1995). NSW Environment Protection Authority, Sydney.

APPENDIX A

SITE PLANS



SITE LOCALITY MAP



PROJECT DETAILS

Project Title	Detailed Site Investigation
Project No.	ES5611/2
Client	E & D Danias Pty Ltd
Site Address	Victoria Road Marrickville, NSW



DRAWING DETAILS

Figure No.	1	Rev No.	0
Scale	50m & 200m	Size	A4
Drawn by	MS	Date	9.12.13
Approved by	MK	Date	9.12.13

N ←



ABN 46 063 579 313

Aargus Pty Limited

Environment – Remediation – Geotechnical Engineering

Source: Google 2012

Drawn	MS
Approved	MK
Date	9.12.2013
Approx Scale	1:2,257



Aargus
AUSTRALIA

Fig 2

ES5611-2

SITE FEATURES PLAN



NUMBER	SITE FEATURES	NUMBER	SITE FEATURES
1	Prestige Smash Repairs	19	Commercial Business Park
2	Rosa Stone (Importers of Stone) - Office / Warehouse	20	Commercial Properties
3	House -brick with metal roof	21	Wicks Park
4	Car Park Areas	22	Tennis Courts
5	Lane - access way	23	Danias Timber Yard
6	Gorilla Construction - Warehouse & Office	24	Service Station
7	Unsealed areas	25	Victoria Road
8	Substation	26	Faversham Street
9	Dry Cleaners - with huge vent pipe on roof	27	Café
10	Offices		
11	Soundworks - Music & Film Studio		
12	Spray booth - sealed		
13	Stormwater		
14	Easement		
15	Car Hoist & Mechanic area		
16	Storage area		
17	Offices - two storey brick & metal roof		
18	Showroom - Rosa Stone		

ABN 75 050 212 710

Aargus Pty Limited

Environment – Remediation – Geotechnical Engineering

Source: Six Maps 2013

Drawn	MS
Approved	MK
Date	9.12.2013
Approx Scale	1:2,257

Detailed Site Investigation
E & D Danias Pty Ltd
182, 184, 188, 190a & 190 Victoria Road &
18-26 & 28 Faversham Street,
Marrickville NSW



Fig 3a

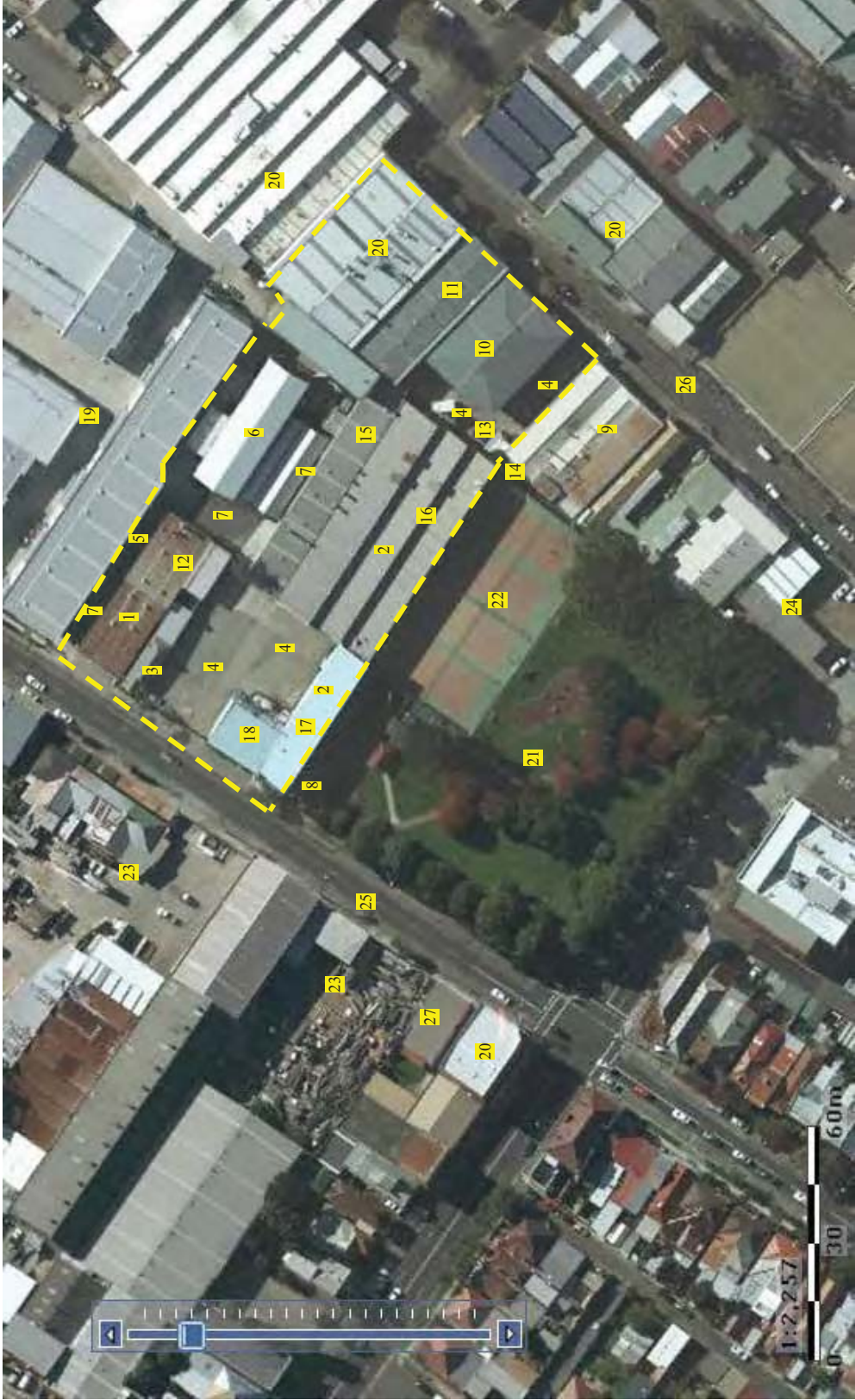
ES561 1-2

SITE FEATURES PLAN

N
↑

Legend

Site Boundary



ABN 75 050 212 710

Aargus Pty Limited

Environment – Remediation – Geotechnical Engineering

Source: Six Maps 2013

Drawn	MS
Approved	MK
Date	9.12.2013
Approx Scale	1:2,257



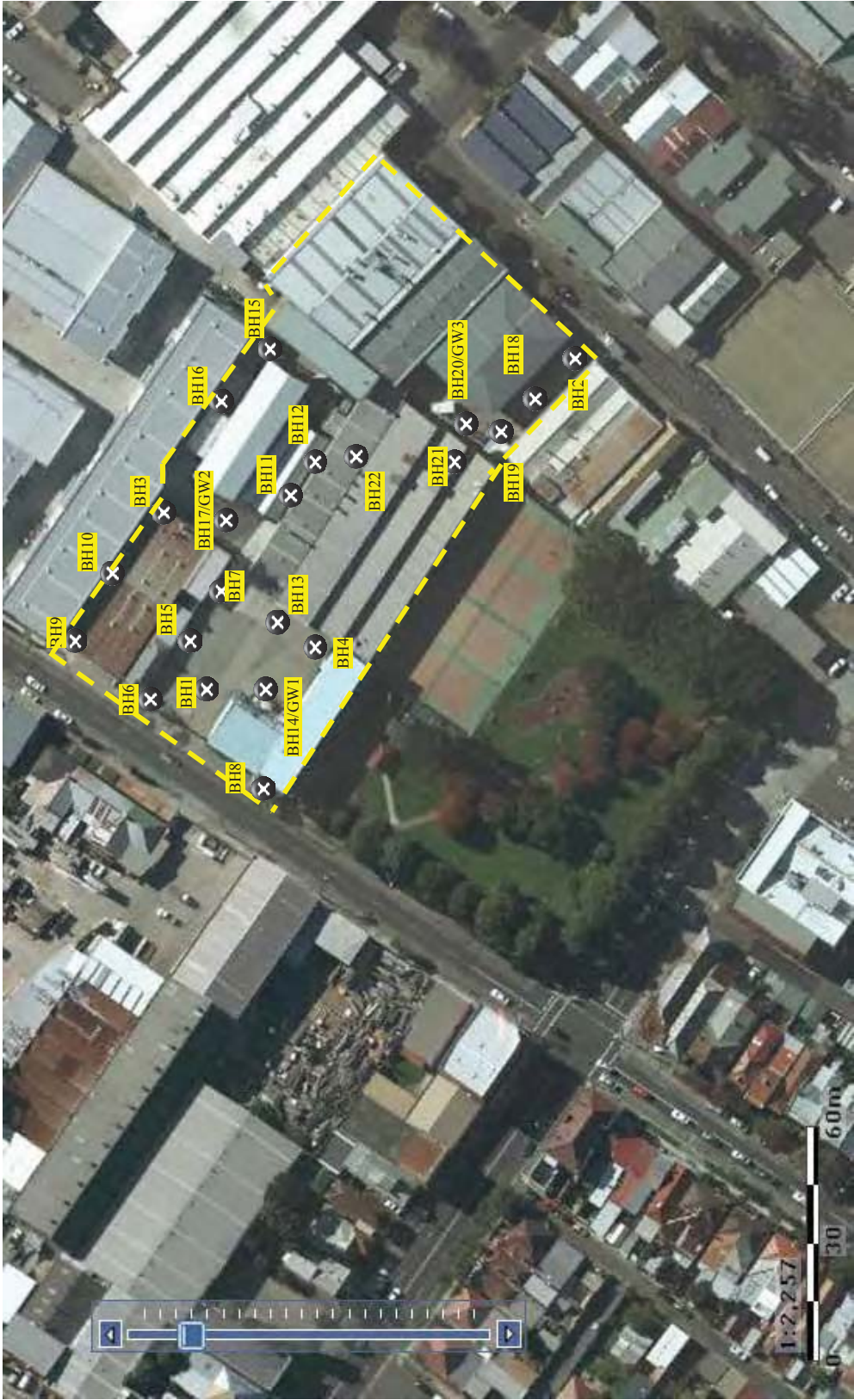
Detailed Site Investigation
E & D Danias Pty Ltd
182, 184, 188, 190a & 190 Victoria Road,
18-26 & 28 Faversham Street,
Marrickville NSW

Fig 3b

ES5611-2

SAMPLING LOCATION PLAN

N ↑



Legend

Site Boundary

X

Borehole Location

ABN 75 050 212 710

Aargus Pty Limited

Environment – Remediation – Geotechnical Engineering

Source: Six Maps 2013

Drawn	MS
Approved	MK
Date	9.12.2013
Approx Scale	1:2,257

Detailed Site Investigation
E & D Danias Pty Ltd
182, 184, 188, 190a & 190 Victoria Road,
18-26 & 28 Faversham Street,
Marrickville NSW



Fig 4

ES5611-2

APPENDIX B

SITE SURVEY PLANS



consultant: Brian Kent B.Surv. Reg NSW

OUR REFERENCE: 5676

CLIENT: Suzie Danias

DATE: 26/10/07

RE: 182 Victoria Street
Marrickville

We have surveyed the whole of the land shown red on sketch herewith being the whole of the land contained in Certificate of Title Folio Identifier No 6 / 226899 being Lot 6 in DP 226899 having a frontage of 5.76 metres to Victoria Street at Marrickville in the Local Government Area of Marrickville.

I HEREBY CERTIFY that erected thereon is a two storey brick building and a single storey metal building that stands wholly on the above described land well within the boundaries thereof and do not encroach upon any adjoining property or street. The property is identified as No 182.

The position of the said subject buildings and adjoining buildings in relation to the subject boundaries are as shown on the accompanying sketch.

The adjoining building No 184 -186 stands 0.05 metres and 0.100 metres on to the subject land as shown in the accompanying sketch.

The property has the benefit of:

- 1) Right of Carriageway as shown in DP 224400.
- 2) Easement to Drain Water as shown in DP 22440.
- 3) Easement to Drain Water as shown in DP 226899.
- 4) Easement to Drain Sewage over Existing Line of Pipes as shown M to N in DP 226899.

The property is affected by the following encumbrances.

- 1) Easement for Drainage 1.22 metres wide. See J 871567
- 2) Easement for Footway 3.05 Wide designated 'E' in DP 226899.
- 3) Easement to Drain Water within area 3.05 Wide designated 'E' in DP 226899.
- 4) Easement to Drain Sewage within area 3.05 Wide designated 'E' in DP 226899.
- 5) Easement to Maintain Existing Eaves and Gutters Coping and Projection Pipes over area designated 'E' in DP 226899.

Other than as mentioned above we find no other encroachments of note by or upon the subject land.

I HEREBY CERTIFY that the survey of the land shown edged red on the attached sketch was made in accordance with the Survey Practice Regulation, 2006, and that relevant detail is shown herewith together with sufficient information for identification purposes only. This survey is limited to those parts of the subject building and other improvements that were visible and accessible. Any future development or fencing would require the boundaries to be marked on the ground.



REGISTERED SURVEYOR

26th October, 2007

PLAN

SCALE 1:500

N

VICTORIA ROAD

126.72 to CHALDER ST.

Brick Workshop

0.885

1139

Fence DRIVEWAY

Brick Building No 180

Aluminium

No CONCRETE

D.P. 224400

6.4

Poling

0255

7.13

Fence

5.51

6.5

110mm over

6

Wall to Bdy 1.21m

Building of

Gutter 170mm Fibro Building

Two Storey Brick Building

AWNING

Wall to Bdy 1.15

Face 5.337

Brick

ment to sewage existing res.

N.W. Face of

31.19

Two Storey Brick Building

30.5m

Wall

4.1m wide

E&G 530mm

Easement for Drainage 1.22m wide

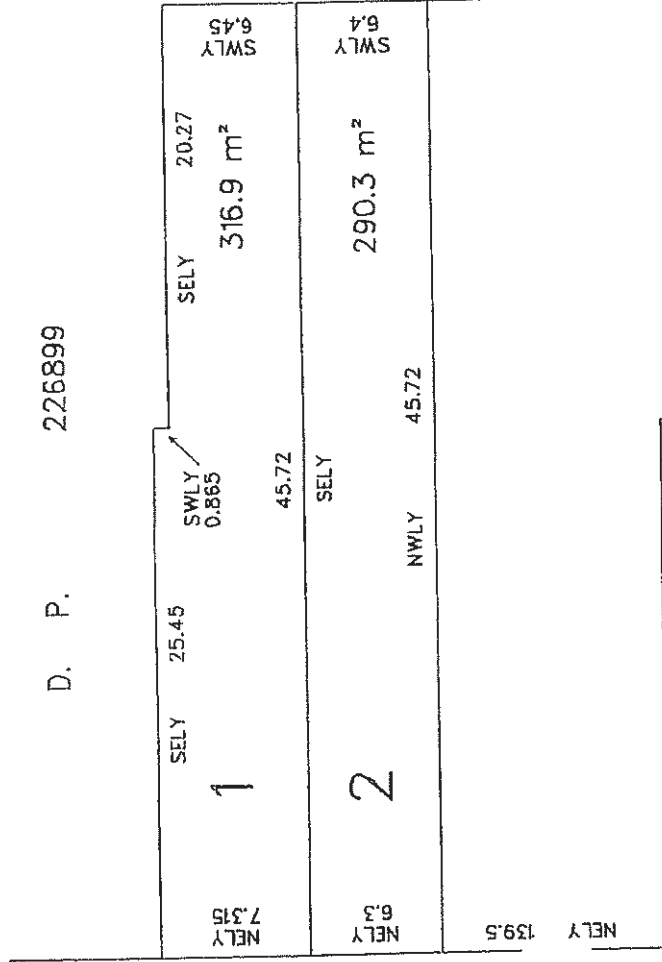
RIGHT OF CARRIAGEWAY

1. Right of Footway
2. Easement to Drain Water
3. Easement to Drain Sewage
4. Easement to maintain existing eaves & gutters coping and projecting pipes.

I, S. J. DIXON, SURVEYOR, REGISTERED UNDER THE SURVEYORS ACT 1929 AS AMENDED, HEREBY CERTIFY THAT THE SURVEY REPRESENTED IN THIS PLAN WAS MADE BY ME IN ACCORDANCE WITH REGULATION 45 OF THE SURVEY PRACTICE REGULATIONS 1933.

Stuart J. Dixon
(REGISTERED SURVEYOR)

ROAD VICTORIA



SYDENHAM ROAD

D. P. 226899

DP 999026	Registered:  11-11-1996
	Title System: OLD SYSTEM
	Purpose: LIMITED FOLIO CREATION
	Ref. Map: MARRICKVILLE SHT 9#
	Last Plan:-----
	C A. 6 9 4 4 4
	PLAN OF LAND COMPRISED IN
	DEED BK. 4145 NO. 65 (LOT 1)
	AND
	DEED BK. 4145 NO. 66 (LOT-2)
	Lengths are in metres.
	Reduction Ratio 1: NTS
	L.G.A.: MARRICKVILLE
	LOCALITY: MARRICKVILLE
	PARISH: PETERSHAM
	COUNTY: CUMBERLAND
	THIS PLAN WAS PREPARED SOLELY TO IDENTIFY THE LAND IN THE ABOVE DEED AND THE BOUNDARIES HAVE NOT BEEN INVESTIGATED BY THE REGISTRAR GENERAL
	THIS PLAN IS NOT A CURRENT PLAN IN TERMS OF SEC. 327AA LOCAL GOVERNMENT ACT, 1919.

D.C.D.B. PARTITION

S. J. DIXON & ASSOCIATES PTY LTD

A.B.N. 95 002 048 697
SUITE 16, 17 SURF ROAD, CRONULLA 2230
P.O. BOX 59, CRONULLA 2230
PHONE: (02) 9523 3586 FAX: (02) 9523 0409
DX 21108 CRONULLA

S. J. DIXON B. SURV., M.I.S., AUST.
G. S. MEDWAY B. SURV., M.I.S., AUST.
REGISTERED SURVEYORS

SURVEYOR'S REPORT

R F Bergagnin & Co
PO Box 19
MARRICKVILLE NSW 1475

Our Ref: 46433
Your Ref: MB:ML:7525

We have surveyed the land edged red on the sketch adjoining for identification purposes only, being that comprised in the Qualified and Limited Certificate of Title registered Folio Identifier 1/136539 being Lot 1 in Deposited Plan Number 136539 having a frontage of 6.12 metres to Victoria Road at Marrickville in the Local Government Area of Marrickville.

The survey reveals that the cement rendered brick cottage, known as Number 188 Victoria Road on brick foundations and with a metal roof erected thereon, stands wholly within the boundaries thereof and does not encroach upon any adjoining property or street, except that part of the brick extensions to the rear of the cottage stand up to 150mm upon the adjoining land (Nos. 184 - 186).

The said cottage stands in relation to the boundaries of the land as shown on the adjoining sketch. The cottage does not comply with the Local Government Site Requirements as regards the distances from the walls to the boundaries as the southern wall and part of the northern wall of the cottage stand closer to the boundary than the prescribed limits.

In our opinion, the original section of the cottage was erected prior to 1919 hence would not be subject to the abovementioned regulations. However, the brick extensions to the rear of the cottage have been erected more recently.

The metal workshop erected at the rear of the subject land stands up to 45mm upon the adjoining southern land (Lot 1 in DP74200) and up to 215mm over the rear boundary. The gutter attached to the south eastern wall stands up to 365mm over the rear boundary. This metal workshop forms part of the brick and metal factory erected upon the adjoining northern land (Nos. 184 - 186). A metal ramp serves as access to this metal workshop and stands up to 5.2 metres upon the adjoining southern land (Lot 1 in DP74200). Part of an air-conditioner attached to the southern wall of the brick and metal factory (Nos. 184 - 186) stands up to 320mm within the subject land.

The area of the said land is approximately 277.5 square metres. Due to the irregularities in the definition of the boundaries it is recommended that a Plan of Redefinition be prepared and lodged at the Land Property and Management Authority, Sydney, for registration to fully and accurately define the boundaries of the land and remove the Limitation from the Certificate of Title.

Apart from fencing irregularities, there are no further apparent encroachments by or upon the subject property.

Full details in relation thereto are shown on the adjoining sketch together with sufficient information for identification purposes.

This survey has been made for identification purposes only. If it is intended to erect any improvements along or near the boundaries of the subject land, those boundaries should be marked.

21 June 2010

S J Dixon & Associates Pty Ltd

Per: 
Surveyor registered under
Surveyors Act 2002

SKETCH

RATIO 1:250

N

VICTORIA ROAD

132.79m to
SYDENHAM RD.

CEM. REN.BK.FCE

612

(247)

WALL-BDY.
0.165
GUTTER ON BDY.

(0.15)

AIR COND.
UP TO 0.32 OVER

VACANT

BRICK & METAL
FACTORY
Nos. 184-186

1

23.88

CEMENT RENDERED
BRICK COTTAGE No.188

23.825

2

WALL UP TO
0.15 OVER BDY.

(0.12)

BRICK
EXTENSION

0.15

(0.065)

D.P. 74200

METAL FCE

1

S.W.FACE
METAL WALL

(0.185)

21.565

(5.2)

(3)

METAL
RAMP

METAL
WORKSHOP

NO WALL

21.74

D.P. 999026

(0.045
OVER)

6.225

GUTTER 0.365 OVER

(0.215 OVER)

D.P. 226899

(REGISTERED SURVEYOR)

WE, S. J. DIXON & ASSOCIATES PTY LTD, SURVEYORS, HEREBY
CERTIFY THAT THE SURVEY REPRESENTED IN THIS PLAN WAS
MADE BY US IN ACCORDANCE WITH THE SURVEYORS ACT, 2002.

6 Paul Avenue St Ives NSW 2075

tel. 9402 7443 fax. 9402 7435

mobile 0409 658 747

email. tjgilbert@optusnet.com.au

consultant: Brian Kent B.Surv

SURVEY REPORT

OUR REFERENCE: 4025

YOUR REFERENCE:

CLIENT: Susie Danias

DATE: 24/02/03

RE: 190-198 Victoria Road
Marrickville

We have surveyed the whole of the land shown red on sketch herewith being the whole of the land contained in Certificate of Title Folio Identifier No 10/701368 being Lot 10 in DP 701368 having a frontage of 37.57 metres to Victoria Road at Marrickville in the Local Government Area of Marrickville.

I HEREBY CERTIFY that erected thereon is a two storey brick office and showroom and brick factory with metal roof that stand wholly on the above described land within the boundaries thereof and do not encroach upon any adjoining property or street.

The property is identified as no 190-198 Victoria Road.

The position of the said building in relation to the subject boundaries is as shown on the accompanying sketch.

The property is affected by an Easement for Stormwater Drainage endorsed upon the Certificate of Title and shown blue in the accompanying sketch.

An adjoining building stands over the boundary as indicated in the accompanying sketch.

Other than as mentioned above and some minor irregularities in the position of fencing we find no other encroachments of note by or upon the subject land.

I HEREBY CERTIFY that the survey of the land shown edged red on the attached sketch was made in accordance with the Survey Practice Regulation, 2001, and that relevant detail is shown herewith together with sufficient information for identification purposes only. This survey is limited to those parts of the subject building and other improvements that were visible and accessible. Any future development or fencing would require the boundaries to be marked on the ground.



REGISTERED SURVEYOR

24th February, 2004



6 Paul Avenue St Ives NSW 2075

tel. 9402 7443 fax. 9402 7435

mobile 0409 658 747

email. tjgilbert@optusnet.com.au

consultant: Brian Kent B.Surv

SURVEY REPORT

OUR REFERENCE: 4025A

DATE: 24/02/03

YOUR REFERENCE:

CLIENT: Susie Danias

RE: 18-26 & 28-30 Faversham Street
Marrickville

We have surveyed the whole of the land shown red on sketch herewith being the whole of the land contained in Certificate of Title Folio Identifier No 4/226899 being Lot 4 in DP 226899 and lots 152/761; 153/761; 154/761; 155/761; 156/761 being Lots 152 to 156 in DP 761 having a frontage of 76.115 meters by survey to Faversham Street at Marrickville in the Local Government Area of Marrickville.

I HEREBY CERTIFY that erected thereon is a two storey brick office and factory complex with metal roof that stands on the above described land.

The property is identified as no 18-26 & 28-30 Faversham Street at Marrickville.

The position of the said buildings in relation to the subject boundaries is as shown on the accompanying sketch.

A section of building stands over the adjoining boundary as indicated in the accompanying sketch.

The northern boundary of Lot 4 passes through the center of a 0.28 wide brick party wall.

The subject property has the benefit of a Right of Carriageway shown more particularly on DP 224400.

The subject property has the benefit of an Easement to Drain water shown more particularly on DP 224400.

The subject property has the benefit of a Right of Footway as shown on DP 226899.

The subject property has the benefit of an Easement to Drain Water as shown on DP 226899.

The subject property has the benefit of an Easement to Drain Sewerage 3.05 wide as shown on DP 226899.

The subject property has the benefit of an Easement to Maintain Existing Eave and Gutters, coping and projecting pipes 3.05 wide as shown on DP 226899.

The subject property has the benefit of an Easement to Drain Water 1.22 meters wide designated F in DP 226899.

The subject property has the benefit of an Easement to Drain Water Over Existing Pipes Designated X and Y in DP 226899.

The subject property has the benefit of an Easement to Drain Water 1.22 meters wide designated G in DP 226899.

The Subject property is affected by an Easement to Drain Sewerage over the Existing Pipes within the subject property designated "M" & "N" in DP 226899 and shown as a dotted blue line in the accompanying sketch.

Other than as mentioned above we find no other encroachments of note by or upon the subject land.

I HEREBY CERTIFY that the survey of the land shown edged red on the attached sketch was made in accordance with the Survey Practice Regulation, 2001, and that relevant detail is shown herewith together with sufficient information for identification purposes only. This survey is limited to those parts of the subject building and other improvements that were visible and accessible. Any future development or fencing would require the boundaries to be marked on the ground.



REGISTERED SURVEYOR
24th February, 2004

APPENDIX C

LAND TITLE INFORMATION





TITLE SEARCH

Computer Folio Certificate issued under
Section 96D of the Real Property Act 1900

No. 42

Search certified to:

29/4/2014 10:32 AM

COMPUTER FOLIO REFERENCE

4/226899

EDITION No. & DATE OF CURRENT CERTIFICATE OF TITLE

14

23/11/2012

Page 1

LAND

LOT 4 IN DEPOSITED PLAN 226899

AT MARRICKVILLE

LOCAL GOVERNMENT AREA MARRICKVILLE

PARISH OF PETERSHAM COUNTY OF CUMBERLAND

TITLE DIAGRAM DP226899

FIRST SCHEDULE

DINA DANIAS

(ND AC124962)

SECOND SCHEDULE (13 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP224400 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP224400 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP226899 RIGHT OF FOOTWAY APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP226899 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP226899 EASEMENT TO DRAIN SEWERAGE 3.05 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP226899 EASEMENT TO MAINTAIN EXISTING EAVE AND GUTTERS, COPING AND PROJECTING PIPES 3.05 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP226899 EASEMENT TO DRAIN WATER 1.22 WIDE DESIGNATED F IN DP226899 APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP226899 EASEMENT TO DRAIN WATER OVER EXISTING PIPES DESIGNATED X AND Y IN DP226899 APPURTENANT TO THE LAND

END OF PAGE 1 - CONTINUED OVER

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PRINTED ON 29/4/2014

42

The Registrar General certifies that at the date and time specified above the person(s) described in the First Schedule was the registered proprietor of an estate in fee simple (or other such estate or interest set out in the Schedule) in the land described, subject to any exceptions, encumbrances, interests, and entries which appear in the Second Schedule.

* 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





TITLE SEARCH

Computer Folio Certificate issued under
Section 96D of the Real Property Act 1900

No. 42

Search certified to:

29/4/2014 10:32 AM

COMPUTER FOLIO REFERENCE	
4/226899	
EDITION No. & DATE OF CURRENT CERTIFICATE OF TITLE	
14	23/11/2012

Page 2

SECOND SCHEDULE (13 NOTIFICATIONS) (CONTINUED)

-
- ABOVE DESCRIBED
- 10 DP226899 EASEMENT TO DRAIN WATER 1.22 WIDE DESIGNATED "G" IN
DP226899 APPURTENANT TO THE LAND ABOVE DESCRIBED
- 11 DP226899 EASEMENT TO DRAIN SEWERAGE OVER THE EXISTING PIPES
WITHIN THE LAND ABOVE DESCRIBED BETWEEN THE POINTS "M"
AND "N" IN DP226899
- 12 AH70251 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
- 13 AH385418 LEASE TO SYDNEYSIDE (AUSTRALIA) PTY LTD OF 28-30
FAVERSHAM STREET, MARRICKVILLE. EXPIRES: 31/5/2015.

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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PRINTED ON 29/4/2014

42

The Registrar General certifies that at the date and time specified above the person(s) described in the First Schedule was the registered proprietor of an estate in fee simple (or other such estate or interest set out in the Schedule) in the land described, subject to any exceptions, encumbrances, interests, and entries which appear in the Second Schedule.

* 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.



HISTORICAL TITLE SEARCH

Certificate issued under Section 96G
of the Real Property Act 1900

No. 43

Search certified to: 29/4/2014 10:36AM

Computer Folio Reference: 4/226899

Page 1

First Title(s): SEE PRIOR TITLE(S)

Prior Title(s): VOL 10123 FOL 55

Recorded	Number	Type of Instrument	C.T. Issue
-----	-----	-----	-----
5/6/1987		TITLE AUTOMATION PROJECT	LOT RECORDED FOLIO NOT CREATED
4/8/1988		CONVERTED TO COMPUTER FOLIO	FOLIO CREATED CT NOT ISSUED
13/3/1990	Y881059	DISCHARGE OF MORTGAGE	
13/3/1990	Y881060	DISCHARGE OF MORTGAGE	
13/3/1990	Y881061	MORTGAGE	EDITION 1
* 28/5/1990	Y998701	LEASE	EDITION 2
26/6/1992	E562599	MORTGAGE	EDITION 3
* 8/10/1992	E759838	LEASE	
* 8/10/1992	E759839	LEASE	EDITION 4
9/2/1996	O903530	CAVEAT	
13/8/1997	2924450	WITHDRAWAL OF CAVEAT	
13/8/1997	2924451	DISCHARGE OF MORTGAGE	
13/8/1997	2924452	DISCHARGE OF MORTGAGE	
13/8/1997	2924453	MORTGAGE	EDITION 5
19/9/2000	7098328	DISCHARGE OF MORTGAGE	
19/9/2000	7098330	MORTGAGE	EDITION 6
3/5/2002	8558793	CAVEAT	

END OF PAGE 1 - CONTINUED OVER

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PRINTED ON 29/4/2014

43

The Registrar General certifies that at the date and time specified above the information set out in this search constitutes the historical record of all dealings recorded in or action taken in respect of the mentioned title which is required to be kept by the Registrar General under section 32(7) of the Real Property Act 1900.



HISTORICAL TITLE SEARCH

Certificate issued under Section 96G
of the Real Property Act 1900

No. 43

Search certified to: 29/4/2014 10:36AM

Computer Folio Reference: 4/226899

Page 2

Recorded	Number	Type of Instrument	C.T. Issue
-----	-----	-----	-----
6/9/2002	8933328	WITHDRAWAL OF CAVEAT	
5/11/2002	9099930	DISCHARGE OF MORTGAGE	
5/11/2002	9099931	MORTGAGE	EDITION 7
22/12/2003	AA275718	DEPARTMENTAL DEALING TO UPLIFT CT	EDITION 8
20/2/2004	AA388079	DISCHARGE OF MORTGAGE	
20/2/2004	AA388080	MORTGAGE	EDITION 9
27/1/2005	AB245482	CAVEAT	
7/8/2006	AC124962	NOTICE OF DEATH	EDITION 10
7/8/2006	AC288907	CAVEAT	
18/8/2006	AC537926	WITHDRAWAL OF CAVEAT	
18/8/2006	AC537936	WITHDRAWAL OF CAVEAT	
22/9/2006	AC618617	VARIATION OF MORTGAGE	EDITION 11
* 17/9/2008	AE218503	LEASE	EDITION 12
25/6/2012	AH70248	DISCHARGE OF MORTGAGE	
25/6/2012	AH70251	MORTGAGE	EDITION 13
* 23/11/2012	AH385418	LEASE	EDITION 14

*** END OF SEARCH ***

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PRINTED ON 29/4/2014

43

The Registrar General certifies that at the date and time specified above the information set out in this search constitutes the historical record of all dealings recorded in or action taken in respect of the mentioned title which is required to be kept by the Registrar General under section 32(7) of the Real Property Act 1900.



Registrar General

Form: 07L
Release: 4-0

LEASE

New South Wales
Real Property Act 1900



AH385418J

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

(A) TORRENS TITLE

Property leased

4/226899 as regards 28-30 Faversham Street, Marrickville NSW 2204

(B) LODGED BY

Document
Collection
Box

1W

Name, Address or DX, Telephone, and Customer Account Number if any

A.F. BERGAGNIN & CO

413 ENMORE RD

MARRICKVILLE NSW 2204

Reference:

9550 5888

CODE

L

(C) LESSOR

DINA DANIAS

413 Enmore Road, Marrickville NSW 2204

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

(D)

Encumbrances (if applicable):

(E) LESSEE

SYDNEYSIDE (AUSTRALIA) PTY LTD (ACN 079 240 985)
28-30 Faversham Street, Marrickville NSW 2204

(F)

TENANCY:

OFF (L) AE 218503

(G) 1. TERM three (3) years

2. **COMMENCING DATE** 1 June, 2012

3. **TERMINATING DATE** 31 May, 2015

4. With an **OPTION TO RENEW** for a period of N.A.
set out in clause N.A. of N.A.

5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.

6. Together with and reserving the **RIGHTS** set out in clause of this Lease

7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** A and B hereto.

8. Incorporates the provisions set out in N.A.
No. N.A.

9. The **RENT** is set out in item No. 13 of Annexure A

DATE

1. 6. 12

- (H) I certify I am an eligible witness and that the lessor signed this dealing in my presence.
[See note* below].

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

Signature of witness:

R. J. Bergagnini

Signature of lessor:

[Signature]

Name of witness:

RUDOLPH FRANCO BERGAGNINI

Address of witness:

413 ENMORE ROAD

MARRICKVILLE 2204 NSW

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Sydneyside (Australia) Pty Ltd (ACN 079 240 985)

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

[Signature]

Signature of authorised person:

Name of authorised person:

Zhi Heng Li

Office held:

Sole Director/Secretary

Name of authorised person:

Office held:

(I) **STATUTORY DECLARATION***

I Dina Danias

solemnly and sincerely declare that—

1. The time for the exercise of option to renew in expired lease No. AE218503 has ended; and
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 provisions of the Oaths Act 1900.

Made and subscribed at MARRICKVILLE in the State of New South Wales on 30.7.12

in the presence of RUDOLPH FRANCO BERGAGNINI of 413 ENMORE ROAD MARRICKVILLE NSW 2204

☐ Justice of the Peace ☒ Practising Solicitor ☐ Other qualified witness [specify]

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person / ~~I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering, and~~

2. I have known the person for at least 12 months / ~~I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on was~~

Signature of witness:

R. J. Bergagnini

Signature of applicant:

[Signature]

* As the services of a justice of the peace, practising solicitor or other qualified witness cannot be provided at lodgment, the statutory declaration should be signed and witnessed prior to lodgment of the form.

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

Annexure A

ANNEXURE A

SEE A SOLICITOR ABOUT THIS LEASE

Lessor : **DINA DANIAS**

Lessee: **SYDNEYSIDE (AUSTRALIA) PTY LTD (ACN 079 240 985)**

This annexure consists of fourteen (14) pages

NOTE: Any alterations and additions to Lease Covenants in Annexure B **must** be made by additional clauses in Annexure A. The printed clauses in Annexure B are to remain in their copyright form without alteration.

SCHEDULE OF ITEMS (continued)

- Item 10 (cl 2.3, 13.1)
(cl 13.7)
- A. **The guarantor:**
- B. **Limit of guarantor's liability:**
- Item 11 (cl 3)
- Additional leased property:** The Lessor's fixtures, fittings and equipment installed or located in the premises
- Item 12 (cl 4)
- Option to renew**
- A. Not applicable
- B. Not applicable
- C. Maximum period of tenancy under this lease and permitted renewals: three (3) years
- D. First day option for renewal can be exercised: Not applicable
- E. Last day option for renewal can be exercised: Not applicable
- Item 13 (cl 5)
- A. **Rent**
- For the lease period:
From the commencement date
to the first rent review date:
- One hundred and fifty nine thousand five hundred and eighty six dollars forty four cents (\$159,586.44) per year plus GST payable by monthly instalments of thirteen thousand two hundred and ninety eight dollars eighty seven cents (\$13,298.87) plus GST.
- Afterwards:
- At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.

For the further period in item 12A:
From the commencement date
to the first rent review date:
(for example: Current market rent) ~~Not applicable.~~

Annexure A

~~Afterwards:~~ ~~At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.~~

For the further period in item 12B:
From the commencement date
to the first rent review date:
(for example: Current market rent) ~~Not applicable~~

Item 13
(cl 15)

B. Goods and Services Tax

Clause 15 provides for payment by the Lessee of Goods and Services Tax unless otherwise here indicated:

Item 14
(cl 5)

Outgoings

- A. Share of outgoing: Nil
B. Outgoings - Local council rates and charges, water sewerage and drainage rates and charges (excluding water usage which the Lessee is liable to reimburse), land tax and building insurance.

for the land or the building of which the property is part, fairly apportioned to the period of this lease.

Item 15
(cl 5.1.5)

Interest rate: Twelve per cent (12%) per annum + GST

Item 16
(cl 5.4)

Rent review

Rent review date	Method of rent review	If Method 1 applies, increase by (the increase should show percentage or amount)
01.06.2013	Method 2	
01.06.2014	Method 2	
01.06.2015 – holding over	Method 2	

Method 1 is a fixed amount or percentage
Method 2 is Consumer Price Index.
Method 3 is current market rent.

Method 2 applies unless another method is stated.

Item 17
(cl 6.1)

Permitted use: warehouse/office and workshop (non-retail)

Item 18
(cl 8.1.1)

Amount of required public liability insurance: \$20,000,000.00



Annexure A

ADDITIONAL CLAUSES

Insurance

19.1 The Lessee will effect and maintain throughout the term of this Lease the following insurances:

19.1.1 A public risk insurance policy

- (a) in the form of a standard public risk policy or in the form commonly used by the Lessee's insurer and by some other reputable insurers;
- (b) (i) in the sum in Item 18 of Annexure A in respect of any single event or accident;
(ii) ~~or for such higher amount as the Lessor, acting reasonably and prudently, may require, during any year of the term of this Lease after the first year of the term of this Lease;~~
- (c) relating to the Lessee's liability for death, personal injuries and property damage arising from the Lessee's occupancy of the property and use of the Building, whilst entering, leaving, using and being in the property or any portion of the Building, in circumstances in which the Lessee may incur liability for the injury, loss or damage;
- (d) and extended to include claims, risks and events covered under indemnities provided by the Lessee to the Lessor under this Lease.

19.1.2 Plate glass for the full replacement value, through breakage or damage from any cause

- (a) of all plate and other glass in windows, doors, shop front, display cases and other fixed glass in the property; and
- (b) of any doors, windows or other frames containing the glass;
- (c) within or forming part of the property.

19.1.3 A comprehensive insurance policy

- (a) for the full insurable and replacement value of the Lessee's fixtures, fittings, plant, equipment and stock in trade in the property;
- (b) against loss or damage by fire, storm, tempest, earthquake, lightning, explosion, burglary and other risks usually covered under a comprehensive insurance policy for fire and related risks.

19.1.4 A workers compensation insurance policy, providing unlimited cover in respect of the Lessee's employees for workers compensation, as required by law and including an extension for common law liability by the Lessee for an amount not less than specified in Item 18 of Annexure A.

19.2 The Lessee's insurances relating to public risk, plate glass and the Lessee's property (in order to cover fixtures) will be in the joint names of the Lessor and the Lessee, will cover the interests of the Lessor and the Lessee and if requested by the Lessor, will include the interest of any mortgagee over the Building.

19.3 (a) The Lessee will pay punctually when due the insurance premiums and other moneys payable to effect and maintain the insurances required under this clause.

Annexure A

- (b) If the Lessee fails to pay an insurance premium when due, the Lessor may make such payment, which will become due and payable by the Lessee to the Lessor, together with interest, within seven (7) days after service of written notice by the Lessor on the Lessee requiring payment.
- 19.4 (a) In the event of loss or damage to the Lessor's or Lessee's property which is covered by insurance effected by the Lessee, the Lessee will promptly replace, repair or reinstate the damaged or destroyed property, utilising the proceeds from the insurance.
- (b) The Lessee will pay any additional costs of replacement, repair or reinstatement not covered by the proceeds from the insurance unless the Building is seriously damaged or destroyed and is not repaired or reinstated by the Lessor or this Lease is terminated as a consequence of the damage or destruction.
- (c) In the events under Clause 19.4(b) above, the proceeds from any insurance effected by the Lessee in respect of damage or loss to the Lessor's property will be remitted to the Lessor as compensation for its loss.
- 19.5 (a) The Lessee will not do anything in the property or bring or keep anything in the property which will prejudicially affect or render void the Lessor's insurance in respect of the Building or the property.
- (b) The Lessee will, within fourteen (14) days after receiving written notice from the Lessor, pay to the Lessor all additional insurance premiums and stamp duties required to be paid by the Lessor to maintain the Lessor's existing insurances.
- 19.6 The Lessee agrees to indemnify the Lessor from and against any liability, loss, damage, expense or claim, which the Lessor may incur, including to a third party, during or after the term of this Lease, in respect of or arising from:
- 19.6.1 loss, damage or injury to property or person occurring within the Building or the property, caused or contributed to by the Lessee's failure (including through the Lessee's agents or employees) to comply with the obligations imposed under this Lease;
- 19.6.2 the negligent use or misuse by the Lessee (and by its agents or employees) of any services or facilities in the Building or in the property;
- 19.6.3 the overflow, leakage or escape of water, gas, electricity, fire, or other materials or substances in or from the property, caused or contributed to by the Lessee's (and its agents' or employees') negligence;
- 19.6.4 loss, damage or injury to property or person, arising out of use of the property;
- 19.6.5 loss, damage or injury to property or persons, caused or contributed to by the defective installation of plant, fixtures and equipment in the property by or on behalf of the Lessee;
- 19.6.6 the Lessee's failure to notify the Lessor regarding any defect in the facilities or services in the property.
- 19.7 The indemnities under Clause 19.6 include penalties, fines, legal and other costs incurred by the Lessor but do not apply when the loss, damage or injury was caused by the wilful or negligent act or omission of the Lessor, its employees or agents.
- 19.8 The Lessee agrees to use and occupy the property throughout the term of this Lease at the Lessee's risk as regards loss or damage to the Lessee and the Lessee's property.
- 19.9 The Lessor is not liable to the Lessee and is excluded from liability for damage to the Lessee's plant, equipment and other property and for loss of profits whilst the Lessee is using and occupying the property, including without limitation, through any defect in the construction or condition of the Building or the property, through any defect



Annexure A

in the construction or operation of facilities or services to the property and/or through fire, water or any other cause.

Security bond

- 20.1 On or before the commencement of this lease the Lessee will pay to the Lessor an amount equal to three (3) months' rent including GST as security bond in earnest of performance of the Lessee's obligations under this lease (called "Bond").
- 20.2 The Lessor will incur no liability to the Lessee for loss of the Bond through failure of the financial institution in which it is deposited.
- 20.3 In the event of the Lessee defaulting in the payment of rent or any other money payable to the Lessor or in performing some other obligation under this lease, the Lessor is entitled to:
- (a) recover the whole or part of the Bond and interest accrued on it in satisfying the outstanding rent or other monies and for compensation for breach of covenant; or
 - (b) to forfeit the Bond and the accrued interest.
- 20.4 If the Bond is forfeited or appropriated under Clause 20.3, the Lessor will notify the Lessee that the Bond and interest have been applied in full or in partial satisfaction of the Lessor's claim and will itemise the Lessor's claim, giving credit for the Bond and for interest.
- 20.5 The Lessor is entitled to recover rent and damages from the Lessee without being limited to the Bond, but if any further claim is made against the Lessee, the Lessor will credit the Lessee with the Bond and interest.
- 20.6 The Lessor's conduct in forfeiting the Bond or in appropriating the whole or part of the Bond, or in failing to do so, does not constitute a waiver of the Lessee's breach or default or preclude the Lessor from exercising any of its rights or remedies.
- 20.7 The Lessee will reinstate or increase the amount of the Bond within fourteen (14) days after service of notice by the Lessor on the Lessee requiring the Lessee to do so and indicating the amount required to be paid and its calculation:
- (a) when the whole or part of the Bond has been appropriated under Clause 20.3
 - (b) when the rent is increased to ensure that the Bond will equal three (3) months' rent including GST and the accrued interest.
- 20.8 The Lessee may provide a bank guarantee in satisfaction of the requirement to provide a Bond.

Lessee not to sublease property as a residence

- 21.1 The Lessee must:
- (a) use the leased property predominantly as a warehouse/office and workshop (non-retail);
 - (b) not sub-lease any of the leased property for residential purposes.
- 21.2 The Lessee acknowledges the Lessee's predominant use of the leased property is for the purposes of business and trade.
- 21.3 Clause 21 is an essential term of this Lease.



Annexure A

Signs

22.1 The Lessee will

- (a) not without prior written consent of the local council and the Lessor, affix, display or exhibit (whether of a permanent or semi permanent nature) any sign, notice, advertisement, decoration, light, name, awning, canopy or material advertising its merchandise or services provided by the Lessee on the inside or outside of the property or the Building;
- (b) maintain any such sign, notice, advertisement, decoration, light, name, awning, canopy or material advertising its merchandise or services as may be approved, in good condition and repair; and
- (c) before vacating the property, cause the removal of the items referred to in this Clause and repair any damage caused by removal or becoming apparent on their removal, in a proper and workmanlike manner, so as to restore the property or the Building to the condition before fixing.

22.2 If the Lessee fails to comply with this Clause the Lessor may cause removal of those items and repair any damage caused by the removal or becoming apparent on their removal so as to restore the property or the Building to the condition before fixing and the Lessee is responsible and liable for and will reimburse the Lessor for the Lessor's removal, repair and restore costs and expenses.

22.3 The Lessor reserves the right to affix, display and/or exhibit (by way of permanent and/or semi permanent nature) a sign, notice, advertisement, decoration, light, name, awning, canopy and/or material advertising its services on outside of the property and/or the Building.

22.4 The Lessor reserves the exclusive entitlement and right to use the roofs and external walls of the Building, and the entitlement to erect and display and to authorise the erection and display of advertisements and advertising signs above, on or from the roofs or external walls of the Building.

Services

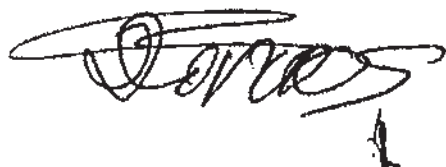
23.1 The Lessee will pay throughout this Lease for any electricity, power, fuel, gas, oil, water, telephone, garbage removal, waste disposal, trade waste fees and charges, greasy waste fees and charges, air conditioning repair and maintenance costs, security, fire protection, pest treatment and other services and utilities provided by public local and/or other authorities and suppliers to the property, to the supplier of the service and/or utility.

23.2 The Lessee will if required by the Lessor or by an authority supplying any such service or utility, permit the installation of meters required to measure the quantity of the service supplied to the property. The Lessee will pay any installation cost and/or expense.

Cleaning and hygiene

24.1 The Lessee agrees to keep the property clean and

- (a) to have the floor and the interior of the property cleaned daily on days when the property is open;
- (b) to have surfaces of windows and the shop front cleaned as frequently as required to maintain them in a clean condition;
- (c) to have the finishes, fittings, fixtures, furnishings, equipment and service cleaned as frequently as required to maintain them in a clean condition;
- (d) not allow the accumulation of useless property or rubbish in the property.



Annexure A

- 24.2 The Lessee will take reasonable precautions to keep the property free of cockroaches, insects, rodents and other vermin and if necessary the Lessee will engage professional pest control persons to fumigate and disinfect the property.

Disposal of rubbish

- 25.1 The Lessee will cause all rubbish accumulated in the property to be placed in suitable containers provided by the Lessee for the property and situated in an area in the Building designated by the Lessor.
- 25.2 The Lessee will ensure that trade waste and/or wet refuse is removed from the property as directed by the Lessor to facilities provided by the Lessee.

Use of toilets and drainage

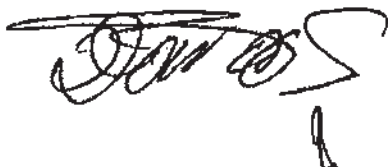
- 26.1 The Lessee will:
- (a) not use the toilet, sinks, drainage and plumbing (if any) in the property or in the Building for purposes other than those for which they were designed;
 - (b) not place in any of those facilities rubbish, chemicals, contaminated and other substances, which they are not designed to receive or which would infringe health or environmental regulations;
 - (c) repair any damage caused to any of those facilities by breach of Clauses 26.1(a) and/or (b) above.

Obstructions by Lessee

- 27.1 The Lessee will not cover or obstruct
- (a) any windows or skylights which admit air or light into the Building or the property; or
 - (b) any parts of the common areas of the Building normally used as an entrance to or exit from the property or the Building.

Alterations to property

- 28.1 The Lessee will not without the Lessor's prior written consent:
- (a) make or permit to be made any alterations or additions in or to the property;
 - (b) install or alter any partitions (if any);
 - (c) install, or make any additions or alterations to, any electrical, gas, water, plumbing and other services, fixtures, or appliances, or any other equipment or appliances for heating, cooling, ventilating, or air conditioning the property;
 - (d) mark, paint, damage, deface, drive nails or screws into, any walls, floors, ceilings, partitions, or any wood, stone or metal surface of the property or the Building.
- 28.2 (a) The Lessee may apply for the Lessor's consent to any of the alterations indicated in Clause 28.1(a) to (d) if the work is required by the Lessee:
- (i) for the more efficient conduct of its business; or



Annexure A

- (ii) to improve the Lessee's use and enjoyment of the property; or
 - (iii) to render the property suitable for the Lessee, in order to comply with the requirements of the authorities.
- (b) The Lessee will submit to the Lessor sufficiently detailed drawings and specifications of the proposed work.
 - (c) The alterations may be approved by the Lessor and will not be withheld unreasonably.
 - (d) In considering its consent the Lessor may take into account the effect of the proposed alterations on the use and occupation of the Building.
 - (e) The Lessee will obtain the necessary approvals from the relevant authorities before commencing any of the proposed work and produce those approvals to the Lessor on demand.
 - (f) The Lessor may impose all or any of the other conditions contained in Clause 28.3.

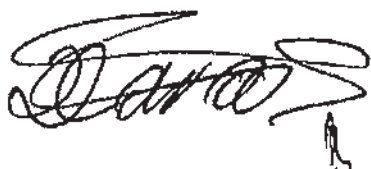
28.3 As conditions of consent, the Lessor may require that:

- (a) any alterations of a partition shall be of a quality, type, colour, style and size determined by the Lessor, having regard to the nature and quality of the building and the property;
- (b) the work is executed by qualified contractors approved by the Lessor;
- (c) the whole work is carried out at the Lessee's expense;
- (d) the Lessee complies with the requirements of the Lessor's insurer and of any building and other regulations whilst carrying out the work;
- (e) some limitations be placed on the hours during which parts of the work may be carried out, including by limiting to hours which are outside usual business hours those parts of the work which might cause undue noise or disturbance to the Lessor or neighbours of the Lessor;
- (f) the Lessee and its contractors have current public liability insurance for not less than the amount referred to in Item 18 of this Annexure with an insurer approved by the Lessor, during the continuance of the work;
- (g) the Lessee assumes responsibility for, and will compensate and indemnify the Lessor in respect of, any injury or damage to the Building or the property or to any person or property during or as a consequence of the work.

- 28.4 (a) All permitted alterations carried out by the Lessee become the Lessor's property and will not be removed by the Lessee.
- (b) The Lessor is not liable to the Lessee for any costs, value, or for any compensation in respect of the alterations carried out by the Lessee.
 - (c) If the Lessor requires the property to be reinstated, the Lessee is liable for the reinstatement of the property and making good any damage to the property due to the Lessee's alterations to the property.

Lessee's obligation in relation to graffiti

- 29.1 The Lessee will repaint any affected areas should it be discovered by the Lessee or the Lessor that the property has been vandalised or affected by graffiti, paint, ink or other marking.
- 29.2 The Lessee will carry out the repainting referred to in Clause 29.1 within twenty eight (28) days of being requested to do so in writing by the Lessor.



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29.3 The failure of the Lessor to provide written notice will not constitute a waiver of the Lessee's obligation to repaint as contained in this Clause.

~~29.4 The Lessee will engage qualified and licensed painters to carry out the repainting referred to in Clause 29.1, in high class workmanship and with good quality materials.~~

Compliance with fire safety regulations etc.

30.1 The Lessee agrees to comply with the requirements imposed by the Lessor, the Lessor's insurer and under fire safety regulations, in respect of the Lessee's use of the property with regard to the installation, repair and maintenance of fire alarms, sprinklers and fire prevention equipment in the property.

30.2 The Lessee is liable to the Lessor for the reasonable cost of installations and equipment, which the Lessor may install in the property during this Lease, in order to comply with the requirements under 30.1, if the Lessee shall have failed to comply with those obligations in any respect.

30.3 The Lessee will maintain throughout this Lease maintenance and service contracts relating to the fire safety and prevention equipment, with specialist consultants or contractors.

30.4 The Lessee will ensure the property and any fire safety and prevention equipment are regularly inspected, serviced, upgraded and repaired, by specialist consultants or contractors, under service contracts, at intervals and to levels considered necessary or prudent by those specialists.

Hot water facilities

31.1 The Lessee will maintain in a state of good condition and serviceable repair the hot water systems and facilities of the property.

31.2 If the hot water systems and facilities of the property break down the Lessee will attend to repairs in order to maintain them in the condition they were in at the commencing date of this lease.

31.3 If the hot water systems and facilities of the property break down and cannot be repaired the Lessor will promptly replace them with systems and facilities of a corresponding or similar type.

31.4 If the Lessee fails to carry out repairs to or replace the systems and facilities in the circumstances outlined in this Clause, the Lessor may carry out the repairs or replace the systems and facilities and the Lessee will reimburse the Lessor for any repair or replacement costs and expenses.

32 Lessor's entitlements after Lessee vacates during lease term

32 If the Lessee vacates or abandons the property during the lease term in breach of the Lessee's obligations under this Lease, the Lessor may

- (a) (i) accept the keys to the property from the Lessee;
- (ii) renovate, restore and clean the property;
- (iii) change the locks and secure the property;
- (iv) permit prospective tenants to inspect the property;
- (b) take any action in clause 32(a) without the Lessor's conduct constituting
 - (i) a re-entry or termination of this Lease;
 - (ii) the acceptance of a surrender of this Lease.



Annexure A

33 Power of attorney by Lessee to Lessor

33.1 The Lessee appoints the Lessor (and its successors and assigns, being the owner of the property for the time being) the Lessee's attorney with the powers contained in this clause.

33.2 This power of attorney is

- (a) irrevocable by the Lessee,
- (b) granted by the Lessee for valuable consideration (the grant of this Lease by the Lessor), to secure the performance of the Lessee's obligations and the Lessor's proprietary interest over the property.

33.3 The Lessor as the Lessee's attorney and in the name and on behalf of the Lessee may

- (a) remove from the property, store and sell, any plant, equipment, chattels and other property left on the property by the Lessee, after the Lessee has vacated the property and this Lease is terminated or has expired;
- (b) surrender this Lease, after
 - (i) the Lessor has become entitled to terminate this Lease; and
 - (ii) the Lessee vacates or abandons the property; or
 - (iii) the Lessor terminates this Lease by serving notice of termination;
- (c) withdraw any caveat lodged by the Lessee in respect of this Lease, after the Lessor effectively terminates this Lease.

33.4 The Lessor may

- (a) act as attorney under this clause during the continuance of this Lease and during the period of eighteen (18) months after the termination of this Lease;
- (b) register this Lease (or lease provision) as a power of attorney, at any time including after the termination of this Lease, if that is required for the exercise of any power;
- (c) ratify and confirm any power when exercised under this clause, as attorney and agent for the Lessee.

34 Waiver

34.1 After the Lessee is in default or breach under this Lease, including in breach of an essential term of this Lease, the demand or acceptance from the Lessee by the Lessor of arrears or of any late payment of rent, rates, taxes, outgoings, operating expenses, or other financial obligations does not

- (a) preclude the Lessor from exercising any rights or remedies under this Lease, including enforcing or terminating this Lease;
- (b) constitute a waiver of the essentiality of the Lessee's obligation to make those payments;
- (c) waive the Lessee's continuing obligation to make those payments during the lease term.

35 Termination of Lease for default

35.1 Each of the following constitutes a default by the Lessee under this Lease



Annexure A

- (a) the failure to pay to the Lessor rent or comply with any other financial obligation under this Lease, including the payment of outgoings, for a period in excess of fourteen (14) days after the due date for payment, whether a formal demand for payment has or has not been made;
- (b) the failure to comply with an essential term of this Lease;
- (c) any serious, persistent and continuing breach by the Lessee of its covenants and obligations under this Lease.

35.2 The Lessor may terminate this Lease, after a default by the Lessee in accordance with clause 35.1, and continuance of the default, after the Lessor shall have served a legally effective notice of breach of covenant (if required) by

- (a) re-entering and taking possession of the property, using reasonable force to secure possession;
- (b) serving on the Lessee written notice terminating this Lease;
- (c) instituting proceedings for possession against the Lessee;
- (d) taking the actions in both clauses 35.2(a) and 35.2(b) or in clauses 35.2(b) and 35.2(c).

36 Lessor's entitlement to damages

- 36.1 (a) In the event that the Lessee's conduct (whether acts or omissions) constitutes
- (i) a repudiation of this Lease (or of the Lessee's obligations under this Lease);
 - (ii) a breach of any Lease covenants;
 - (iii) a breach of an essential term of this Lease;

the Lessee covenants to compensate the Lessor for the loss or damage suffered by the Lessor as a consequence of the repudiation or breach, whether this Lease is or is not terminated for the repudiation, breach or on any other ground.

- (b) The Lessor's entitlement to damages is in addition to any other remedy or entitlement, including termination of this Lease.
- (c) The Lessor is entitled to recover damages against the Lessee in respect of the repudiation or breach of covenant or essential term for the loss suffered by the Lessor during the term of this Lease, including the periods before and after termination of this Lease.
- (d) The Lessor's entitlement to recover damages is not affected or limited by any of the following:
 - (i) if the Lessee abandons or vacates the property;
 - (ii) if the Lessor elects to re-enter or to terminate the Lease;
 - (iii) if the Lessor accepts the Lessee's repudiation;
 - (iv) if the parties' conduct constitutes a surrender by operation of law.

36.2 The Lessor's entitlement to damages is in addition to

- (a) the entitlement to recover rent, rates, taxes, outgoings, operating expenses and other amounts owing under this Lease until the date of expiry or termination of this Lease;
- (b) interest on late payments in accordance with this Lease;
- (c) costs of any breach or default, including the costs of termination.



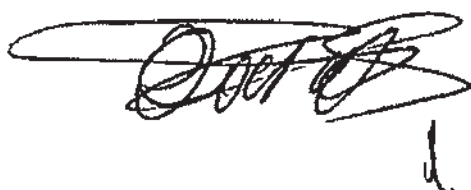
Annexure A

37 Removal of Lessee's property

- 37.1 (a) The Lessee shall remove all its property, including furniture, plant, equipment and stock in trade, from the property, before the expiry or termination of this Lease or, if it is terminated by the Lessor, within seven (7) days after this Lease is terminated.
- (b) After the Lessor terminates this Lease, the Lessee and its employees and agents may have access to the property, whilst the Lessor has possession and control over the property, for the next seven (7) days (excluding Sundays and public holidays), between 8am and 5pm, for the purposes of removing the Lessee's property and cleaning, repairing or restoring the property.
- (c) The Lessee shall not cause any damage to the Building or to the property whilst removing its property, shall leave the property clean and tidy after the removal and shall be liable for the cost of repair of the damage caused by or during the removal.
- 37.2 (a) If the Lessee fails to remove any of its property from the property, the Lessor may
- (i) have that property removed from the property and stored, using reasonable care in removing and storing the property, but being exempted from any liability to the Lessee for loss or damage to any of its property through the negligence of the Lessor, its employees or agents;
- (ii) sell or otherwise dispose of all or any of the Lessee's property, with or without removing them from the property, in the name of and as agent for the Lessee.
- (b) (i) In respect of all or any of the Lessee's property which the Lessee has failed to remove from the property, the Lessee is deemed to have abandoned the property and title to it and the Lessor at its option acquires title to that property through abandonment.
- (ii) The Lessor is not obliged to account to the Lessee for the value of any property whose title vests in the Lessor by abandonment.
- 37.3 The Lessee is responsible for and indemnifies the Lessor in respect of
- (a) any loss or damage caused by the Lessee, its employees or agents during the removal of the Lessee's property from the property;
- (b) the costs of removal, storage and sale of any of the Lessee's property.

Definitions, amendments and interpretation

- 38.1 In this lease "Building" or "the Building" means the building in which the property is situated, including:
- (i) the land on which the Building is erected;
- (ii) land, buildings and structures owned or controlled by the Lessor in conjunction with the Building, which is or may in the future be erected or altered.
- 38.2 Clause 11.5 of Annexure B is amended by adding the following sentence "The Lessee agrees to pay any costs associated with or arising from any consent needed."
- 38.3 The second bullet point of Clause 12.4.2 of Annexure B is deleted.
- 38.4 Clauses 16, 17 and 18 of Annexure B are deleted.



Annexure A

38.5 These Additional Clauses form part of Annexure A.

38.6 Headings and marginal notes have been inserted for guidance only and do not form part of this Lease and do not affect the interpretation of this Lease.

38.7 Unless the context otherwise requires, the singular includes the plural and vice versa, words importing a gender include every other gender and persons include corporations.

38.8 Each clause and sub-clause of this Lease will be severable from each other clause and sub-clause and the invalidity or unenforceability of any clause or sub-clause for any reason will not prejudice or in any way affect the validity or enforceability of any other clause or sub-clause.

38.9 Annexure A will prevail in any conflict between Annexure A and Annexure B of this Lease.

38.10 Clause 7.3.3 of Annexure B is amended by substituting "the lease period" with "each term of this Lease".

39 Legal costs and disbursements

39.1 The Lessee shall reimburse the Lessor for all legal costs and disbursements incurred by the Lessor in respect to negotiation, preparation, execution and registration of this Lease and if applicable, the obtaining of any consent required from the mortgagee of the premises.

39.2 This clause will not merge on expiry of this lease.

I certify I am an eligible witness and that the Lessor signed this dealing in my presence. Certified correct for the purposes of the Real Property Act, 1900 by the Lessor.



Name of witness: R. F. Bergognini

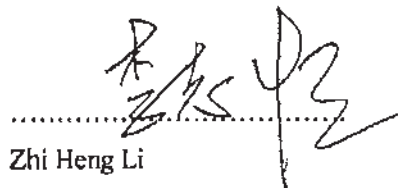
Address of witness: 413 ENMORE ROAD
MARRICKVILLE 2204 NSW



Dina Danias

413 Enmore Road, Marrickville NSW 2204

Certified correct for the purposes of the Real Property Act, 1900 and executed on behalf of the Lessee, Sydneyside (Australia) Pty Ltd (ACN 079 240 985) by authority of its sole director/secretary, Zhi Heng Li in accordance with Section 127 of the Corporations Act, 2001



Zhi Heng Li

Sole Director/Secretary



Annexure A

I certify I am an eligible witness and that the Guarantor signed this dealing in my presence. Certified correct for the purposes of the Real Property Act, 1900 by the Guarantor.

.....
Name of witness:

.....
Zhi Heng Li

Address of witness:

1106/66 Bowman Street, Pyrmont NSW 2009

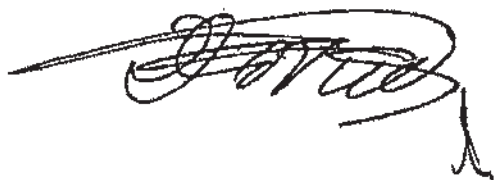
I certify I am an eligible witness and that the Guarantor signed this dealing in my presence. Certified correct for the purposes of the Real Property Act, 1900 by the Guarantor.

.....
Name of witness:

.....
Hui Lan Jin

Address of witness:

1106/66 Bowman Street, Pyrmont NSW 2009



ANNEXURE B
PAGE 2 OF 13 PAGES

CLAUSE 1 FORM OF THIS LEASE

What are the parts to this lease?

- 1.1 There are three parts to this lease – a lease form, Annexure A and this annexure.
- 1.2 This lease is a deed even if it is not registered.
- 1.3 A reference in this deed to the schedule is to the schedule of items commencing at item 1 on the lease form and ending with item 20 in Annexure A.

CLAUSE 2 PARTIES

Who are the parties to this lease?

- 2.1 The lessor is named on page 1 of this lease.
- 2.2 The lessee is named on page 1 of this lease.
- 2.3 The guarantor is named in item 10 in the schedule, if there is a guarantor.
- 2.4 If a party consists of two or more persons, obligations of that party can be enforced against any one or more of them.

CLAUSE 3 THE PROPERTY

What property is leased?

- 3.1 The property leased is described on page 1 of this lease.
- 3.2 The lessor's fixtures are included in the property leased.
- 3.3 If anything else is leased (such as furniture belonging to the lessor) and is described in item 11 in the schedule it is included in the property.
- 3.4 If the property has facilities and services shared in common with other persons in the same building as the property, clause 11.3.2 applies to those common facilities. The lessee shares the common facilities with the lessor, and with other lessees of the lessor. The lessor can set reasonable rules for sharing these common facilities.

CLAUSE 4 LEASE PERIOD

How long is this lease for?

- 4.1 This lease is for the period stated in item 1 in the schedule, commences on the date stated in item 2 in the schedule and ends on the date stated in item 3 in the schedule.
- 4.2 If a further period, commencing when this lease ends, is stated in item 12A in the schedule then the lessee has the option to renew this lease for that period.
- 4.3 The lessee can renew this lease more than once if that is stated in item 12B in the schedule. However the period of tenancy under this lease and under any renewal(s) is, in total, not longer than the maximum period stated in item 12C in the schedule.
- 4.4 The lessee can exercise the option only if –
 - 4.4.1 the lessee serves on the lessor a notice of exercise of option not earlier than the first day stated in item 12D in the schedule and not later than the last day stated in item 12E in the schedule;
 - 4.4.2 there is at the time of service no rent or outgoing that is overdue for payment; and
 - 4.4.3 at the time of service all the other obligations of the lessee have been complied with or fully remedied in accordance with the terms of any notice to remedy given by the lessor.

If this lease is extended by legislation, items 12D and 12E in the schedule are adjusted accordingly.

- 4.5 After exercising the option the lessee must continue to pay all rents and outgoing on time and continue to comply with all of the lessee's obligations under this lease. If the lessee does not do so, the lessor may treat any breach as being a breach of the new lease as well as of this lease.

ANNEXURE B

PAGE 3 OF 13 PAGES

4.6 A new lease will be the same as this lease except for –

- 4.6.1 the new rent;
- 4.6.2 the commencement date and the termination date;
- 4.6.3 the omission of clauses 4.2, 4.3, 4.4, 4.5 and 4.6 and items 12A and 12B in the schedule in the last lease allowed in item 12 in the schedule;
- 4.6.4 item 12B becoming item 12A;
- 4.6.5 adjustment of item 12C in the schedule; and
- 4.6.6 adjustment of items 12D and 12E in the schedule. The number of days between the dates stated in items 12D and 12E in the schedule of the new lease and the termination date of the new lease and the number of days between each date stated in items 12D and 12E in the schedule of this lease and the termination date of this lease are to correspond.

If the new rent is to be current market rent it will be decided in the same way that current market rent is to be decided under Method 3 stated in clause 5 assuming that this lease and the new lease were one continuous lease and the commencement date of the new lease was a rent review date.

CLAUSE 5 MONEY

What money must the lessee pay?

5.1 The lessee must pay to the lessor or as the lessor directs –

- 5.1.1 the rent stated in item 13A in the schedule;
- 5.1.2 the share stated in item 14A in the schedule of those outgoings stated in item 14B in the schedule;
- 5.1.3 the reasonable cost to the lessor of remedying a default by the lessee;
- 5.1.4 the reasonable cost to the lessor of dealing with any application by the lessee for the lessor's consent under this lease (whether or not it is given);
- 5.1.5 interest on these moneys at the rate stated in item 15 in the schedule when payment is more than 14 days overdue, calculated from the due date to the date of payment;
- 5.1.6 registration fee for registration of this lease at Land and Property Information NSW (payable on delivery to the lessor's solicitor of the executed lease);
- 5.1.7 stamp duty on this lease (payable on delivery to the lessor's solicitor of the executed lease) if not previously paid by the lessee to the Office of State Revenue;
- 5.1.8 if the lessee defaults, the lessor's reasonable legal costs relating to the default;
- 5.1.9 the lessor's reasonable costs and expenses in connection with the preparation of this lease but only that part of those costs and expenses which are permitted to be recovered by a lessor under section 14 and section 45 of the *Retail Leases Act, 1994*; and
- 5.1.10 GST as provided for in clause 15.

5.2 The first month's instalment of rent is to be paid by the commencement date. Each later month's instalment of rent is to be paid in advance.

5.3 A payment under clause 5.1.2 must be paid on the next rent day after a request for payment is made by the lessor.

A request for payment can be made –

- 5.3.1 after the lessor has paid an outgoing; or
- 5.3.2 after the lessor has received an assessment or account for payment of an outgoing.

If item 14B in the schedule refers to land tax –

- if the property is a strata lot, the relevant land tax is land tax on that lot;
- if the property is not a strata lot but is part of a building, the relevant land tax is land tax on the land on which the building is situated, plus any land of the lessor used or available for use by or for the benefit of lessees conducting business in the building or in connection with trading in the building; and
- in either case, the land tax must be calculated as if the land was the only land owned by the lessor and there was no special trust or non-concessional company involved.

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When and how is the rent to be reviewed?

- 5.4 The rent is to be reviewed on the rent review dates stated in item 16 in the schedule.

If this lease is extended by legislation, the rent review dates include each anniversary of the latest rent review date stated in item 16 in the schedule (or if none is stated each anniversary of the commencement date) which falls during the extension.

- 5.5 The lessee must continue to pay rent at the old rate until the new rate is known. After that, the lessee is to pay the new rent from the next rent day. By that rent day the lessee is also to pay any shortfall between the old and new rate for the period since the rent review date. Alternatively, the lessor is to refund to the lessee any overpayment of rent.
- 5.6 There are three different methods described here for fixing the new rent on a rent review date. The method agreed by the lessor and the lessee is stated at item 16 in the schedule. The lessee is entitled to a reduction if the method produces a rent lower than the rent current just before the review date.

Method 1. By a fixed amount or percentage.

- 5.7 In this case the rent beginning on each review date will be increased by the percentage or amount stated in item 16 in the schedule.

Method 2. By reference to Consumer Price Index.

- 5.8 In this case –

- take the yearly rent as of the last review date or if none, the rent at the commencement date (\$X),
- divide that rent by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before that date (CPI 1),
- multiply the result by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before the review date (CPI 2).

The product is the new rent for the year beginning on the review date (\$Y), written as a formula –

$$\frac{\$X}{\text{CPI 1}} \times \text{CPI 2} = \$Y$$

- 5.9 The lessor must calculate the new rent after each review date and give the lessee written notice of the new rent.
- 5.10 If the Australian Bureau of Statistics makes a change in the reference base of the index and there is a published co-relation between the old and new base then the published co-relation is to be applied to convert the CPI 1 figure to the new reference base. If there is none then the lessor and the lessee agree to accept the calculations of the lessor's solicitor who must be retained to determine a fair co-relation between the old and the new series of numbers.
- 5.11 If the index used to calculate the new rent is discontinued the lessor may substitute another index that, as nearly as practicable, serves the same purpose and, if there is no such index, then the rent will be fixed by Method 3.

Method 3. By reference to current market rent.

- 5.12 In this case the rent is to be the current market rent. This can be higher or lower than the rent payable at the rent review date and is the rent that would reasonably be expected to be paid for the property, determined on an effective rent basis, having regard to the following matters –
- 5.12.1 the provisions of this lease;
 - 5.12.2 the rent that would reasonably be expected to be paid for the property if it were unoccupied and offered for renting for the same or a substantially similar use to which the property may be put under this lease;
 - 5.12.3 the gross rent, less the lessor's outgoings payable by the lessee;
 - 5.12.4 where the property is a retail shop, rent concessions and other benefits that are frequently or generally offered to prospective lessees of unoccupied retail shops; and
 - 5.12.5 the value of goodwill created by the lessee's occupation and the value of lessee's fixtures and fittings are to be ignored.

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- 5.13 The lessor or the lessee can inform the other in writing at least 60 days before the rent review date of the rent that the lessor or lessee thinks will be the current market rent at the review date.
- 5.14 If the lessor and the lessee agree on a new rent then that rent will be the new rent beginning on the rent review date and the lessor and the lessee must sign a statement saying so.
- 5.15 If the lessor and the lessee do not agree on the amount of the new rent 30 days before the rent review date, the current market rent will be decided by a valuer appointed under clause 5.16.
- 5.16
- 5.16.1 Unless 5.16.2 applies the lessor and the lessee can either agree upon a valuer or can ask the President of the Law Society of New South Wales to nominate a person who is a licensed valuer to decide the current market rent.
- 5.16.2 Where the property is a retail shop, the valuer appointed must be a specialist retail valuer appointed by agreement of the parties or, failing agreement, by the Administrative Decisions Tribunal.
- 5.17 The valuer will act as an expert not an arbitrator. The lessor and the lessee can each make submissions in writing to the valuer within 14 days after they receive notice of the valuer's appointment but not later unless the valuer agrees.
- 5.18 The valuer's decision is final and binding. The valuer must state how the decision was reached.
- 5.19 If the valuer
- 5.19.1 does not accept the nomination to act; or
- 5.19.2 does not decide the current market rent within 1 month after accepting the nomination; or
- 5.19.3 becomes incapacitated or dies; or
- 5.19.4 resigns,
- then another valuer is to be appointed in the same way.
- 5.20 The lessor and lessee must each pay half the valuer's costs.
- 5.21 If the lessor and lessee do not agree upon a valuer and neither asks for a valuer to be nominated before –
- 5.21.1 the next rent review date passes; or
- 5.21.2 this lease ends without the lessee renewing it; or
- 5.21.3 this lease is transferred after the rent review date with the lessor's consent; or
- 5.21.4 the property is transferred after the rent review date
- then the rent will not change on that rent review date.

CLAUSE 6 USE

How must the property be used?

- 6.1 The lessee must –
- 6.1.1 use the property for the purpose stated in item 17 in the schedule and not for any other purpose;
- 6.1.2 open for business at times usual for a business of the kind conducted by the lessee;
- 6.1.3 keep the property clean and dispose of waste properly; and
- 6.1.4 comply with all laws relating to strata schemes and all other laws regulating how the property is used, obtain any consents or licences needed, comply with any conditions of consent, and keep current any licences or registrations needed for the use of the property or for the conduct of the lessee's business there.
- 6.1.5 where the property is a lot in a strata scheme:
- 6.1.5.1 use the lessor's common property only in connection with the use of the property;
- 6.1.5.2 co-operate with all other permitted users of the common property;
- 6.1.5.3 comply with so many of the provisions of the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973* and the by-laws and all lawful orders, motions and directives under these Acts as may be applicable to the exercise of the lessee's rights and obligations under this lease.

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- 6.2 The lessor can consent to a change of use and cannot withhold consent unreasonably.
- 6.3 The lessee must not –
- 6.3.1 do anything that might invalidate any insurance policy covering the property or that might increase the premium unless the lessor consents in which case the lessee must pay the increased premium; or
 - 6.3.2 use the property as a residence or for any activity that is dangerous, offensive, noxious, illegal or immoral or that is or may become a nuisance or annoyance to the lessor or to the owner or occupier of any neighbouring property; or
 - 6.3.3 hold any auction, bankrupt or fire sale in the property; or
 - 6.3.4 display signs or advertisements on the outside of the property, or that can be seen from the outside, unless the lessor consents (but the lessor cannot withhold consent unreasonably);
 - 6.3.5 overload the floors or walls of the property; or
 - 6.3.6 without the prior written consent of the lessor and/or the owners corporation, use the common property for any purpose other than for access to and egress from the property.

CLAUSE 7 CONDITION AND REPAIRS

Who is to repair the property?

- 7.1 The lessor must –
- 7.1.1 maintain in a state of good condition and serviceable repair the roof, the ceiling, the external walls and external doors and associated door jambs, and the floors of the property and must fix structural defects;
 - 7.1.2 maintain the property in a structurally sound condition; and
 - 7.1.3 maintain essential services.
- 7.2 The lessee must otherwise maintain the property in its condition at the commencement date and promptly do repairs needed to keep it in that condition but the lessee does not have to –
- 7.2.1 alter or improve the property; or
 - 7.2.2 fix structural defects; or
 - 7.2.3 repair fair wear and tear.
- 7.3 The lessee must also –
- 7.3.1 reimburse the lessor for the cost of fixing structural damage caused by the lessee, apart from fair wear and tear;
 - 7.3.2 maintain and decorate the shop front if the property has one;
 - 7.3.3 decorate the inside of the property in the last 3 months of the lease period (however it ends) – ‘decorate’ here means restoring the surfaces of the property in a style and to a standard of finish originally used e.g. by repainting;
 - 7.3.4 where the property is a lot in a strata scheme:
 - 7.3.4.1 meet the cost of all damage to the common property occasioned by the lessee or any invitee or licensee of the lessee; and
 - 7.3.4.2 permit the owners corporation, temporarily, to close any part of the common property for the purpose of making and effecting repairs to it.
- 7.4 If an authority requires work to be done on the property and it is structural work or work needed to make the property safe to use then the lessor must do the work unless it is required only because of the way the lessee uses the property. But if it is any other work or is required only because of the way the lessee uses the property then the lessee must do the work.
- 7.5 If the lessee fails to do any work that the lessee must do the lessor can give the lessee a notice in writing stating what the lessee has failed to do. After the notice is given the lessee must –
- 7.5.1 do the work immediately if there is an emergency; and
 - 7.5.2 do the work promptly and diligently in any other case.
- If the lessee does not do the work, the lessor can do it and the lessee must reimburse the lessor for the cost of the work.

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- 7.6 The lessee must not make any structural alterations to the property. Any other alterations require the lessor's consent in writing (but the lessor cannot withhold consent unreasonably).

CLAUSE 8 INSURANCE AND DAMAGE

What insurances must the lessee take out?

- 8.1 The lessee must keep current an insurance policy covering –
- 8.1.1 liability to the public in an amount not less than the amount stated in item 18 in the schedule (for each accident or event); and
 - 8.1.2 damage or destruction from any cause to all plate glass in the windows and other portions of the property
- and must produce to the lessor, upon request, the policy and the receipt for the last premium.

What happens if the property is damaged?

- 8.2 If the property or the building of which it is part is damaged (a term which includes destroyed) –
- 8.2.1 the lessee is not liable to pay rent, or any amount payable to the lessor in respect of outgoings and other charges, that is attributable to any period during which the property cannot be used under this lease or is inaccessible due to that damage;
 - 8.2.2 if the property is still useable under this lease but its useability is diminished due to the damage, the lessee's liability for rent and any amount in respect of outgoings attributable to any period during which useability is diminished is reduced in proportion to the reduction in useability caused by the damage;
 - 8.2.3 if the lessor notifies the lessee in writing that the lessor considers that the damage is such as to make its repair impracticable or undesirable, the lessor or the lessee can terminate this lease by giving not less than 7 days notice in writing of termination to the other and no compensation is payable in respect of that termination;
 - 8.2.4 if the lessor fails to repair the damage within a reasonable time after the lessee requests the lessor to do so the lessee can terminate this lease by giving not less than 7 days notice in writing of termination to the lessor; and
 - 8.2.5 nothing in clause 8.2 affects any right of the lessor to recover damages from the lessee in respect of any damage or destruction to which the clause applies.

CLAUSE 9 ACCESS

What are the lessor's rights of access to the property?

- 9.1 The lessee must give the lessor (or anyone authorised in writing by the lessor) access to the property at any reasonable time for the purpose of –
- 9.1.1 inspecting the condition of the property, or how it is being used; or
 - 9.1.2 doing anything that the lessor can or must do under this lease or must do by law; or
 - 9.1.3 viewing the property as a valuer, prospective buyer or mortgagee; or
 - 9.1.4 fixing a notice in a reasonable position on the outside of the property saying that it is for sale; or
 - 9.1.5 viewing the property as a prospective lessee not earlier than 6 months before the lease period ends; or
 - 9.1.6 fixing a notice not earlier than 6 months before the lease period ends in a reasonable position on the outside of the property saying that it is to let; or
 - 9.1.7 inspecting, cleaning or repairing another property or any services to another property.
- 9.2 The lessor must give the lessee at least 2 days written notice for access (except in an emergency). The day of the giving of the notice and any Saturday, Sunday or public holiday on which the property is not open for business are not counted.
- 9.3 The lessor must promptly make good any damage caused to the property and to any of the lessee's belongings which results from exercising these rights.
- 9.4 The lessee must give to the lessor a copy of any notice relating to the property or relating to any neighbouring property immediately after receiving the notice.

CLAUSE 10 TRANSFER AND SUB-LEASE

Can this lease be transferred or the property shared or sub-let?

- 10.1 The lessee must not transfer this lease without consent.
- 10.2 The lessor can withhold consent only if –
 - 10.2.1 the proposed transferee proposes to change the use to which the property is put; or
 - 10.2.2 where the property is a retail shop, the proposed transferee has financial resources or retailing skills inferior to those of the proposed transferor and otherwise the proposed transferee has financial resources or business experience inferior to those of the proposed transferor; or
 - 10.2.3 the lessee has not complied with clause 10.3 and, where the property is a retail shop, clause 10.4.
- 10.3 A request for the lessor's consent to a transfer of lease must be made in writing and the lessee must provide the lessor with such information as the lessor may reasonably require concerning the financial standing and business experience of the proposed transferee.
- 10.4 Where the property is a retail shop, before requesting the consent of the lessor to a proposed transfer of this lease, the lessee must furnish the proposed transferee with a copy of any disclosure statement given to the lessee in respect of this lease, together with details of any changes that have occurred in respect of the information contained in the disclosure statement (being changes of which the lessee was aware or could reasonably be expected to be aware). For the purpose of enabling the lessee to comply with this obligation, the lessee can request the lessor to provide the lessee with a copy of the disclosure statement concerned and, if the lessor is unable or unwilling to comply with such a request within 14 days after it is made, this clause 10.4 does not apply.
- 10.5 Where the lessee has complied with clause 10.3 and where required to do so clause 10.4, and the lessor has not within 42 days or where the *Retail Leases Act 1994* applies 28 days after the request was made or the lessee has complied with paragraphs 41(a) and 41(b) of that Act, whichever is the later, given notice in writing to the lessee either consenting or withholding consent, the lessor is taken to have consented.
- 10.6 The lessee has to pay in connection with any consent the lessor's reasonable legal costs, the reasonable costs of obtaining any mortgagee's consent, the stamp duty and the registration fee for the transfer.
- 10.7 Where the property is a retail shop, the lessee can sub-let, grant a licence or concession, share or part with the possession of the whole or any part of the property or mortgage or otherwise charge or encumber the lessee's estate or interest in this lease only with the written consent of the lessor which can be refused in the lessor's absolute discretion. Otherwise, the lessee cannot do any of these things.

CLAUSE 11 LESSOR'S OTHER OBLIGATIONS

What are the lessor's other obligations?

- 11.1 So long as the lessee does all the things that must be done by the lessee under this lease the lessor must allow the lessee to possess and use the property in any way permitted under this lease without interference from the lessor, or any person claiming under the lessor or having superior title to the title of the lessor.
- 11.2 The lessor must pay all outgoings for the land or the building of which the property is part when they fall due.
- 11.3 If the property is part of a building owned or controlled by the lessor –
 - 11.3.1 the lessor must maintain in reasonable structural condition all parts of the building that the lessee can use under this lease; and
 - 11.3.2 if the property has facilities and service connections shared in common with other persons the lessor must –
 - 11.3.2.1 allow reasonable use of the facilities and service connections including –
 - the right for the lessee and other persons to come and go to and from the property over the areas provided for access;
 - access by the lessee to service connections; and
 - the right for the lessee's customers to park vehicles in any area set aside for customer parking, subject to any reasonable rules made by the lessor.
 - 11.3.2.2 maintain the facilities and service connections in reasonable condition.

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- 11.4 Where registration is necessary for the validity of this lease, the lessor must ensure that this lease is registered.
- 11.5 If a consent is needed for this lease, from someone such as a mortgagee or head lessor of the property, then the lessor must get the consent.

CLAUSE 12 FORFEITURE AND END OF LEASE

When does this lease end?

- 12.1 This lease ends –
- 12.1.1 on the date stated in item 3 in the schedule; or
 - 12.1.2 if the lessor lawfully enters and takes possession of any part of the property; or
 - 12.1.3 if the lessor lawfully demands possession of the property.
- 12.2 The lessor can enter and take possession of the property or demand possession of the property if –
- 12.2.1 the lessee has repudiated this lease; or
 - 12.2.2 rent or any other money due under this lease is 14 days overdue for payment; or
 - 12.2.3 the lessee has failed to comply with a lessor's notice under section 129 of the *Conveyancing Act 1919*; or
 - 12.2.4 the lessee has not complied with any term of this lease where a lessor's notice is not required under section 129 of the *Conveyancing Act 1919* and the lessor has given at least 14 days written notice of the lessor's intention to end this lease.
- 12.3 When this lease ends, unless the lessee becomes a lessee of the property under a new lease the lessee must –
- 12.3.1 return the property to the lessor in the state and condition that this lease requires the lessee to keep it in; and
 - 12.3.2 have removed any goods and anything that the lessee fixed to the property and have made good any damage caused by the removal.
- Anything not removed becomes the property of the lessor who can keep it or remove and dispose of it and charge to the lessee the cost of removal, making good and disposal.
- 12.4 If the lessor allows the lessee to continue to occupy the property after the end of the lease period (other than under a new lease) then –
- 12.4.1 the lessee becomes a monthly lessee and must go on paying the same rent and other money in the same way that the lessee had to do under this lease just before the lease period ended (apportioned and payable monthly);
 - 12.4.2 the monthly tenancy will be on the same terms as this lease, except for –
 - clause 4;
 - clauses 5.4 to 5.21 inclusive; and
 - clause 6.2 unless consent has previously been given;
 - 12.4.3 either the lessor or the lessee can end the monthly tenancy by giving, at any time, 1 month written notice to the other expiring on any date; and
 - 12.4.4 anything that the lessee must do by the end of this lease must be done by the end of the monthly tenancy.
- 12.5 Essential terms of this lease include –
- 12.5.1 the obligation to pay rent not later than 14 days after the due date for payment of each periodic instalment (and this obligation stays essential even if the lessor, from time to time, accepted late payment);
 - 12.5.2 the obligations of the lessee in clause 5.1.2 (dealing with outgoings);
 - 12.5.3 the obligations of the lessee in clause 6.1 (dealing with use);
 - 12.5.4 the obligations of the lessee in clause 7 (dealing with repairs);
 - 12.5.5 the obligations of the lessee in clause 10 (dealing with transfer and sub-lease); and
 - 12.5.6 the obligations of the lessee in clause 15 (dealing with GST).

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- 12.6 If there is a breach of an essential term the lessor can recover damages for losses over the entire period of this lease but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.
- 12.7 The lessor can recover damages even if –
- 12.7.1 the lessor accepts the lessee's repudiation of this lease; or
 - 12.7.2 the lessor ends this lease by entering and taking possession of any part of the property or by demanding possession of the property; or
 - 12.7.3 the lessee abandons possession of the property; or
 - 12.7.4 a surrender of this lease occurs.

CLAUSE 13 GUARANTEE

What are the obligations of a guarantor?

- 13.1 This clause applies if a guarantor of the lessee is named in item 10A in the schedule and has signed or executed this lease or, if this lease is a renewal of an earlier lease, the earlier lease.
- 13.2 The guarantor guarantees to the lessor the performance by the lessee of all the lessee's obligations (including any obligation to pay rent, outgoings or damages) under this lease, under every extension of it or under any renewal of it or under any tenancy and including obligations that are later changed or created.
- 13.3 If the lessee does not pay any money due under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must pay that money to the lessor on demand even if the lessor has not tried to recover payment from the lessee.
- 13.4 If the lessee does not perform any of the lessee's obligations under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must compensate the lessor even if the lessor has not tried to recover compensation from the lessee.
- 13.5 If the lessee is insolvent and this lease or any extension or renewal of it is disclaimed the guarantor is liable to the lessor for any damage suffered by the lessor because of the disclaimer. The lessor can recover damages for losses over the entire period of this lease or any extension or renewal but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.
- 13.6 Even if the lessor gives the lessee extra time to comply with an obligation under this lease, under any extension of it or under any renewal of it or under any tenancy, or does not insist on strict compliance with the terms of this lease or any extension of it or renewal of it or of any tenancy, the guarantor's obligations are not affected.
- 13.7 If an amount is stated in item 10B in the schedule the guarantor's liability under this clause is limited to that amount.
- 13.8 The terms of this guarantee apply even if this lease is not registered, even if any obligation of the lessee is only an equitable one, and even if this lease is extended by legislation.

CLAUSE 14 EXCLUSIONS, NOTICES AND SPECIAL CLAUSES

- 14.1 No covenant or power is implied in this lease by section 84 or 85 of the *Conveyancing Act 1919*.
- 14.2 A document under or relating to this lease is –
- 14.2.1 served if it is served in any manner provided in section 170 of the *Conveyancing Act 1919*; and
 - 14.2.2 served on the lessee if it is left at the property.
- 14.3 This lease is subject to any legislation that cannot be excluded (for example, the *Retail Leases Act 1994*).
- 14.4 In this lease, 'retail shop' means premises to which the *Retail Leases Act 1994* applies.
- 14.5 In this lease 'Director General' has the same meaning as in the *Retail Leases Act 1994*.

CLAUSE 15 GOODS AND SERVICES TAX

Unless item 13B in the schedule has been completed in a way that indicates that this clause is not to apply:

- 15.1 As consideration in whole or in part for a taxable supply the person receiving the supply must pay to the party making the supply an additional amount equal to the amount of GST payable on the supply.
- 15.2 To the extent that the lessee is required to reimburse the lessor in whole or in part for outgoings incurred by the lessor, for the purposes of this lease the amount of the outgoings must be reduced by the amount of any credit or refund of GST to which the lessor is entitled as a result of incurring outgoings.
- 15.3 Outgoings in item 14B in the schedule are to be calculated after deducting any input tax credit to which the lessor is entitled.
- 15.4 For the purposes of this lease GST means a tax in the nature of a supply of goods and services tax levied or imposed by the Commonwealth of Australia.

CLAUSE 16 BANK GUARANTEE

- 16.1 If a number of months appears in item 19 in the schedule, clauses 16.2 to 16.5 apply.
- 16.2 On or before the commencement date of this lease the lessee will deliver to the lessor a guarantee by a bank trading in the State of New South Wales in the form of an unconditional and irrevocable undertaking to pay drawn in favour of the lessor (unlimited as to time) in a form acceptable to the lessor and for an amount equivalent to the number of months referred to in item 19 in the schedule.
- 16.3 The lessor is entitled to claim under the guarantee an amount equal to any moneys due but unpaid by the lessee to the lessor under this lease.
- 16.4 The lessee agrees to vary the amount of the guarantee immediately upon each rent review so that the amount at all times represents the equivalent of the number of months referred to in the schedule.
- 16.5 The lessor will deliver the guarantee (or so much of it as is then held by the lessor) to the lessee on the last of:
 - 16.5.1 the terminating date of this lease;
 - 16.5.2 the expiry date of any holding over under this lease; and
 - 16.5.3 the date that the lessee has no further obligations under this lease or at law.

CLAUSE 17 SECURITY DEPOSIT

- 17.1 If an amount or a number of months appears in item 20 in the schedule, clauses 17.2 to 17.6 apply.
- 17.2 On or before the commencement date of this lease the lessee will deliver the security deposit to the lessor.
- 17.3 The lessor is entitled to deduct from the security deposit an amount equal to any monies due but unpaid by the lessee to the lessor under this lease.
- 17.4 Where the property is a retail shop, the security deposit will be held in accordance with Section 16C of the *Retail Leases Act 1994*. The lessee will not make an application to the Director General seeking the return of the security deposit (or so much of it as is then held by the Director General) until the later of:
 - 17.4.1 the terminating date of this lease;
 - 17.4.2 the expiry date of any holding over under this lease; and
 - 17.4.3 the date that the lessee has no further obligations under this lease or at law.
- 17.5 Where the property is other than a retail shop the security deposit (or so much of it as is then held by the lessor) will be returned to the lessee on the later of the dates as specified in clause 17.4.
- 17.6 The lessee agrees to vary the amount of the security deposit immediately upon each rent review so that it represents the equivalent of the number of months referred to in the schedule.

CLAUSE 18 STRATA CONVERSION

- 18.1 "Owners corporation", "owner", "strata scheme", "lot" and "parcel" where used in this lease have the meanings given under the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973*.

ANNEXURE B

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- 18.2 "Strata Acts" means the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973*, and includes any amending Acts, rules, regulations, ordinances, by-laws, statutory instruments, orders or notices now or hereafter made under those Acts.
- 18.3 "Strata conversion" means a subdivision of the property under the *Strata Schemes (Freehold Development) Act 1973* or the *Community Land Development Act 1989* or the *Community Land Management Act 1989* or other legislation permitting such subdivision.
- 18.4 Strata Titles
- 18.4.1 Lessee consents to registration of strata plan
- 18.4.1.1 By its entry into this lease the lessee acknowledges that the lessor can register a strata plan, a strata schemes plan, a strata plan of subdivision, a strata plan of consolidation or a building alteration plan insofar as any of these may relate to the property, the Building or the land. The lessor will provide the lessee with copies of the proposed strata plan and associated documentation for the lessee's approval, which approval will not be unreasonably withheld.
- 18.4.1.2 Provided the lessee consents to the strata conversion as per clause 18.4.1.1 then within 7 days of written request by the lessor the lessee will sign and return to the lessor any consents or other documents necessary to enable the lessor to carry out the strata conversion and will make no objection or claim for compensation in relation to the strata conversion.
- 18.4.2 Compliance with the Strata Acts and by-laws:
- 18.4.2.1 **(Covenant):** The lessee and any and all persons acting by, through or under it or with its authority express or implied shall comply with so many of the provisions of the Strata Acts and the by-laws and all lawful orders, motions and directives under the Strata Acts as may be applicable to the exercise of the lessee's rights and obligations under the provisions elsewhere contained in this lease.
- 18.4.2.2 **Not to prejudice interests of owners corporation.** Without the prior written consent of the owners corporation, the lessee shall not do any act, matter or thing under the exercise of its rights and obligations elsewhere contained in this lease or permit or allow any act, matter or thing to be done which shall or may:
- increase the rate of premium payable by the owners corporation under any policy of insurance taken out by the owners corporation; or
 - invalidate, avoid or suspend the operation of any such policy of insurance or otherwise prejudice the owners corporation rights under any such policy.
- 18.4.2.3 Upon the occurrence of any of the matters previously referred to the lessee shall:
- pay to the lessor or such other person responsible for payment any amounts payable to the owners corporation as a consequence of any such matters;
 - pay to the lessor for and on behalf of the owners corporation any amounts payable by the owners corporation as a consequence of any such matters and not the subject of clause 18.4.2.2; and
 - pay to the lessor for and on behalf of the owners corporation the amount of any and all losses and damages arising from the occurrence of any such matters.
- 18.4.2.4 **(Indemnity):** The lessee shall indemnify the lessor for any loss or damage suffered by the lessor if the lessee or the lessee's employees fail to comply with the obligations as to conduct imposed upon the lessee or the lessee's employees by this lease or by reason of the Strata Acts.
- 18.4.3 If the strata conversion occurs:
- 18.4.3.1 any reference in this lease will be deemed to be a reference to the buildings comprised in the registered plan or plans of which the property forms part;
- 18.4.3.2 any levies or other monies payable to the owners corporation will be payable by the lessee with the exception of any contribution to a sinking fund or special levy; and
- 18.4.3.3 this lease will be deemed to be amended in any respect that is necessary to ensure that this lease reflects that the strata conversion has been carried out.

ANNEXURE B
PAGE 13 OF 13 PAGES

IMPORTANT NOTES

The following notes are for guidance and do not form part of this lease.

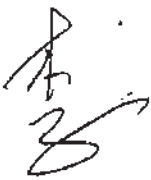
If you are a lessor, a solicitor will prepare this lease for you.

If you are a lessee, a solicitor can advise you about it.

1. This document creates legal rights and legal obligations.
2. Failure to register a lease can have serious consequences.
3. If an option for renewal is not exercised at the right time it will be lost.
4. The lessee can exercise an option for renewal even if there has been a breach of this lease in a case where section 133E of the *Conveyancing Act 1919* applies. The lessor must give a prescribed notice within 14 days after the option is exercised if the lessor wants to rely on the breach to prevent the exercise of the option.
5. The Law Society of New South Wales is not to be responsible for any loss resulting from the use of this lease as printed whether authorised or not.

I certify that this and the preceding twelve pages are in exactly the same wording as Annexure B of the copyright Law Society Lease.


Solicitor for the lessor






Consent to Lease

National Australia Bank Limited
ABN 12 004 044 937

Annexure to Lease

FROM Dina Danias
TO Sydneyside (Australia) Pty Ltd ACN 079 240 985
DATE 01/6/12
FOLIO IDENTIFIER 4/226899

National Australia Bank Limited ABN 12 004 044 937 as Mortgagee under **Mortgage Number AH70251** hereby consents to the within Lease subject to and without in any way limiting abridging affecting or prejudicing the rights powers and remedies of the Mortgagee under the said Mortgage/s (or any of them) which rights powers and remedies shall remain in full force and effect as if this consent had not been given Save and Except that so long as the covenants conditions and provisions of the within Lease are duly observed and performed the Mortgagee will in the event of the exercise of the power of sale or other power or remedy of the Mortgagee on default under the said Mortgage/s (or any of them) exercise the same subject to the then subsisting rights of the Lessee/s under the within Lease And this limited consent is also given on the express condition that the consent of the Mortgagee is procured in all cases where the consent of the Lessor/s is necessary under the within Lease that the Mortgagee shall not be obliged to perform any covenant or agreement by the Lessor/s contained in the within Lease and that all rights powers and remedies of the Lessor/s under the within Lease shall absolutely vest in and be exercisable and enforceable by the Mortgagee immediately upon the Mortgagee giving notice to the Lessee/s of demand to enter into receipt of the rents and profits of the leased premises.

Signed at Rosebery this 21st day of November 20 12
(Day) (Month) (Year - cyy)

SIGNED SEALED AND DELIVERED for and)
on behalf of NATIONAL AUSTRALIA BANK)
LIMITED ABN 12 004 044 937 by its)
Attorney who holds the position of)
Level 3 Attorney under)
Power of Attorney Registered No. 39 Book)
4512 in the presence of:)

Witness Signature

Print Name

YUANA LEONARDO
ASSOCIATE

Attorney Signature

SANJAY KUMAR
BUSINESS BANKING
MANAGER
Print Name of Attorney

Form: 07L
Release: 2.6
www.lands.nsw.gov.au

LEASE
New South Wales
Real Property Act 190



AE218503F

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorise by this form for the establishment and maintenance of the Real Property Act Register. Section 95B 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

(A) FOLIO OF THE REGISTER

Property leased
4/226899 as regards 28-30 Faversham Street, Marrickville NSW 2204

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and LLPN if any
	R.F. Bergagnin & Co. Solicitors & Attorneys PO Box 19, Marrickville NSW 1475
Reference: Michael Bergagnin:ML:7031	

CODE

L

(C) LESSOR

Dina DANIAS
413 Enmore Road, Marrickville NSW 2204

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

(D) Encumbrances (if applicable): AA388080 Mortgage to Perpetual Nominees Ltd

(E) LESSEE

SOLU PTY. LIMITED (ACN 110 017 117)
28-30 Faversham Street, Marrickville NSW 2204

(F) TENANCY:

- (G) 1. TERM** four (4) years
- 2. COMMENCING DATE** 20 May, 2008
- 3. TERMINATING DATE** 19 May, 2012
- 4.** With an **OPTION TO RENEW** for a period of four (4) years
set out in clause 4 of Annexure B
- 5.** With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
- 6.** Together with and reserving the **RIGHTS** set out in clause 22 of Annexure A
- 7.** Incorporates the provisions or additional material set out in **ANNEXURE(S)** A & B hereto.
- 8.** Incorporates the provisions set out in N.A. in the Department of
Lands, Land and Property Information Division as No. N.A.
- 9.** The **RENT** is set out in item No. 13 of Annexure A

R158

8

[Handwritten signature]

DATE

(H) 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:

Name of witness:

Address of witness:

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

Signature of lessor:

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Solu Pty. Limited (ACN 110 017 117)

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person: Hui Lan Jin

Office held:

Director

Signature of authorised person:

Name of authorised person: Zhi Hong Li

Office held:

Director

(I) STATUTORY DECLARATION *

I

solemnly and sincerely declare that—

1. The time for the exercise of option to _____ in expired lease No. _____ has ended; and
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 provisions of the Oaths Act 1900.

Made and subscribed at _____ in the State of New South Wales

on _____ in the presence of—

Signature of witness: _____ Signature of lessor: _____

Full name of witness: _____

Address of witness: _____

Qualification of witness: *[tick one]*

☐ Justice of the Peace

☐ Practising Solicitor

☐ Other qualified witness *[specify]* _____

* 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.

Annexure A

ANNEXURE A

SEE A SOLICITOR ABOUT THIS LEASE

Landlord: Dina DANIAS

Tenant: SOLU PTY. LIMITED (ACN 110 017 117)

This annexure consists of eleven (11) pages.

NOTE: Any alterations and additions to Lease Covenants in Annexure B must be made by additional clauses in Annexure A. The printed clauses in Annexure B are to remain in their copyright form without alteration.

SCHEDULE OF ITEMS (continued)

Item 10 A. The guarantors: Not applicable.
(cl 2.3, 13.1)
(cl 13.7) B. Limit of guarantor's liability: Not applicable.

Item 11 Additional leased property: Not applicable.
(cl 3)

Item 12 Option to renew
(cl 4)
A. Further period of four (4) years from 20 May, 2012 to 19 May, 2016
B. Not applicable.
C. Maximum period of tenancy under this lease and permitted renewals: eight (8) years
D. First day option for renewal can be exercised: 20 August, 2011
E. Last day option for renewal can be exercised: 19 November, 2011

Item 13 A. Rent
(cl 5)

For the lease period:

From the commencement date
to the first rent review date:

One hundred and seventy thousand dollars
(\$155,000.00) plus GST per year payable by
equal monthly instalments of fourteen thousand
one hundred and sixty six dollars and sixty six
cents (\$12,916.66) plus GST.

Afterwards:

At the new yearly rent beginning on each review
date by monthly instalments of one twelfth of the
new yearly rent.

For the further period in item 12A:
From the commencement date
to the first rent review date:
(for example: Current market rent)

Method 3. By reference to current market rent.

Annexure A

Afterwards:

At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.

Item 13
(cl 15)

B. Goods and Services Tax

Clause 15 provides for payment by the tenant of Goods and Services Tax unless otherwise here indicated:

Item 14
(cl 5)

Outgoings

A. Share of outgoings:

Nil

B. Outgoings -

Local council rates and charges, water sewerage and drainage rates and charges (excluding water usage which the Tenant is liable to pay) and land tax

for the land or the building of which the property is part, fairly apportioned to the period of this lease.

Item 15
(cl 5.1.5)

Interest rate: Twelve percent (12%)

Item 16
(cl 5.4)

Rent review

Rent review date	Method of rent review	If Method 1 applies, increase by (the increase should show percentage or amount)
------------------	-----------------------	--

Rent shall be reviewed annually from the commencement date of this Lease excluding on holding over or renewal of lease.

The greater of CPI (Method 2) or fixed percentage of 3% (Method 1).

If Method 1 applies, 3%

On holding over

Method 1

4%

On renewal of lease

Method 3

Method 1 is a fixed amount or percentage

Method 2 is Consumer Price Index.

Method 3 is current market rent.

Method 2 applies unless another method is stated.

Item 17
(cl 6.1)

Permitted use: Warehouse/showroom with ancillary office and workshop (non-retail)

Item 18
(cl 8.1.1)

Amount of required public liability insurance: \$20,000,000.00

Annexure A

ADDITIONAL CLAUSES

Insurance

19.1 The Tenant will effect and maintain throughout the term of this Lease the following insurances:

19.1.1 A public risk insurance policy

- (a) in the form of a standard public risk policy or in the form commonly used by the Tenant's insurer and by some other reputable insurers;
- (b)
 - (i) in the sum in Item 18 of Annexure A in respect of any single event or accident;
 - (ii) or for such higher amount as the Landlord, acting reasonably and prudently, may require, during any year of the term of this Lease after the first year of the term of this Lease;
- (c) relating to the Tenant's liability for death, personal injuries and property damage arising from the Tenant's occupancy of the property and use of the Building, whilst entering, leaving, using and being in the property or any portion of the Building, in circumstances in which the Tenant may incur liability for the injury, loss or damage;
- (d) and extended to include claims, risks and events covered under indemnities provided by the Tenant to the Landlord under this Lease.

19.1.2 Plate glass for the full replacement value, through breakage or damage from any cause

- (a) of all plate and other glass in windows, doors, shop front, display cases and other fixed glass in the property; and
- (b) of any doors, windows or other frames containing the glass;
- (c) within or forming part of the property.

19.1.3 A comprehensive insurance policy

- (a) for the full insurable and replacement value of the Tenant's fixtures, fittings, plant, equipment and stock in trade in the property;
- (b) against loss or damage by fire, storm, tempest, earthquake, lightning, explosion, burglary and other risks usually covered under a comprehensive insurance policy for fire and related risks.

19.1.4 A workers compensation insurance policy, providing unlimited cover in respect of the Tenant's employees for workers compensation, as required by law and including an extension for common law liability by the Tenant for an amount not less than specified in Item 18 of Annexure A.

19.2 The Tenant's insurances relating to public risk, plate glass and the Tenant's property (in order to cover fixtures) will be in the joint names of the Landlord and the Tenant, will cover the interests of the Landlord and the Tenant and if requested by the Landlord, will include the interest of any mortgagee over the Building.

19.3 (a) The Tenant will pay punctually when due the insurance premiums and other moneys payable to effect and maintain the insurances required under this clause.

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Annexure A

- (b) If the Tenant fails to pay an insurance premium when due, the Landlord may make such payment, which will become due and payable by the Tenant to the Landlord, together with interest, within seven (7) days after service of written notice by the Landlord on the Tenant requiring payment.
- 19.4 (a) In the event of loss or damage to the Landlord's or Tenant's property which is covered by insurance effected by the Tenant, the Tenant will promptly replace, repair or reinstate the damaged or destroyed property, utilising the proceeds from the insurance.
- (b) The Tenant will pay any additional costs of replacement, repair or reinstatement not covered by the proceeds from the insurance unless the Building is seriously damaged or destroyed and is not repaired or reinstated by the Landlord or this Lease is terminated as a consequence of the damage or destruction.
- (c) In the events under Clause 19.4(b) above, the proceeds from any insurance effected by the Tenant in respect of damage or loss to the Landlord's property will be remitted to the Landlord as compensation for its loss.
- 19.5 (a) The Tenant will not do anything in the property or bring or keep anything in the property which will prejudicially affect or render void the Landlord's insurance in respect of the Building or the property.
- (b) The Tenant will, within fourteen (14) days after receiving written notice from the Landlord, pay to the Landlord all additional insurance premiums and stamp duties required to be paid by the Landlord to maintain the Landlord's existing insurances.
- 19.6 The Tenant agrees to indemnify the Landlord from and against any liability, loss, damage, expense or claim, which the Landlord may incur, including to a third party, during or after the term of this Lease, in respect of or arising from:
- 19.6.1 loss, damage or injury to property or person occurring within the Building or the property, caused or contributed to by the Tenant's failure (including through the Tenant's agents or employees) to comply with the obligations imposed under this Lease;
- 19.6.2 the negligent use or misuse by the Tenant (and by its agents or employees) of any services or facilities in the Building or in the property;
- 19.6.3 the overflow, leakage or escape of water, gas, electricity, fire, or other materials or substances in or from the property, caused or contributed to by the Tenant's (and its agents' or employees') negligence;
- 19.6.4 loss, damage or injury to property or person, arising out of use of the property;
- 19.6.5 loss, damage or injury to property or persons, caused or contributed to by the defective installation of plant, fixtures and equipment in the property by or on behalf of the Tenant;
- 19.6.6 the Tenant's failure to notify the Landlord regarding any defect in the facilities or services in the property.
- 19.7 The indemnities under Clause 19.6 include penalties, fines, legal and other costs incurred by the Landlord but do not apply when the loss, damage or injury was caused by the wilful or negligent act or omission of the Landlord, its employees or agents.
- 19.8 The Tenant agrees to use and occupy the property throughout the term of this Lease at the Tenant's risk as regards loss or damage to the Tenant and the Tenant's property.
- 19.9 The Landlord is not liable to the Tenant and is excluded from liability for damage to the Tenant's plant, equipment and other property and for loss of profits whilst the Tenant is using and occupying the property, including without limitation, through any defect in the construction or condition of the Building or the property,

Annexure A

through any defect in the construction or operation of facilities or services to the property and/or through fire, water or any other cause.

Security bond

- 20.1 On or before the commencement of this lease the Tenant will pay to the Landlord an amount equal to three (3) months rent including GST as security bond in earnest of performance of the Tenant's obligations under this lease (called "Bond").
- 20.2 The Landlord will incur no liability to the Tenant for loss of the Bond through failure of the financial institution in which it is deposited.
- 20.3 In the event of the Tenant defaulting in the payment of rent or any other money payable to the Landlord or in performing some other obligation under this lease, the Landlord is entitled to:
- (a) recover the whole or part of the Bond and interest accrued on it in satisfying the outstanding rent or other moneys and for compensation for breach of covenant; or
 - (b) to forfeit the Bond and the accrued interest.
- 20.4 If the Bond is forfeited or appropriated under Clause 20.3, the Landlord will notify the Tenant that the Bond and interest have been applied in full or in partial satisfaction of the Landlord's claim and will itemise the Landlord's claim, giving credit for the Bond and for interest.
- 20.5 The Landlord is entitled to recover rent and damages from the Tenant without being limited to the Bond, but if any further claim is made against the Tenant, the Landlord will credit the Tenant with the Bond and interest.
- 20.6 The Landlord's conduct in forfeiting the Bond or in appropriating the whole or part of the Bond, or in failing to do so, does not constitute a waiver of the Tenant's breach or default or preclude the Landlord from exercising any of its rights or remedies.
- 20.7 The Tenant will reinstate or increase the amount of the Bond within fourteen (14) days after service of notice by the Landlord on the Tenant requiring the Tenant to do so and indicating the amount required to be paid and its calculation:
- (a) when the whole or part of the Bond has been appropriated under Clause 20.3
 - (b) when the rent is increased to ensure that the Bond will equal three (3) months rent (including GST) and the accrued interest.
- 20.8 The Tenant may provide a bank guarantee in satisfaction of the requirement to provide a Bond.

Rent free period

- 21.1 Notwithstanding any other clause of this Lease, if the Tenant performs all of its obligations under this Lease, the Landlord will not require payment of rent for the period 20 May, 2008 to 31 July, 2008.
- 21.2 Upon expiration of the term of this Lease, this clause will be deemed to be severed and the Landlord and Tenant agree that this clause will not form part of any subsequent Lease.

Signs

- 22.1 The Tenant will

Annexure A

- (a) not without prior written consent of the local council and the Landlord, affix, display or exhibit (whether of a permanent or semi permanent nature) any sign, notice, advertisement, decoration, light, name, awning, canopy or material advertising its merchandise or services provided by the Tenant on the inside or outside of the property or the Building;
 - (b) maintain any such sign, notice, advertisement, decoration, light, name, awning, canopy or material advertising its merchandise or services as may be approved, in good condition and repair; and
 - (c) before vacating the property, cause the removal of the items referred to in this Clause and repair any damage caused by removal or becoming apparent on their removal, in a proper and workmanlike manner, so as to restore the property or the Building to the condition before fixing.
- 22.2 If the Tenant fails to comply with this Clause the Landlord may cause removal of those items and repair any damage caused by the removal or becoming apparent on their removal so as to restore the property or the Building to the condition before fixing and the Tenant is responsible and liable for and will reimburse the Landlord for the Landlord's removal, repair and restore costs and expenses.
- 22.3 The Landlord reserves the right to affix, display and/or exhibit (by way of permanent and/or semi permanent nature) a sign, notice, advertisement, decoration, light, name, awning, canopy and/or material advertising its services on outside of the property and/or the Building.
- 22.4 The Landlord reserves the exclusive entitlement and right to use the roofs and external walls of the Building, and the entitlement to erect and display and to authorise the erection and display of advertisements and advertising signs above, on or from the roofs or external walls of the Building.

Services

- 23.1 The Tenant will pay throughout this Lease for any electricity, power, fuel, gas, oil, water, telephone, garbage removal, waste disposal, air conditioning maintenance and repair, security, fire protection, pest treatment and other services and utilities provided by public local and/or other authorities and suppliers to the property, to the supplier of the service and/or utility.
- 23.2 The Tenant will if required by the Landlord or by an authority supplying any such service or utility, permit the installation of meters required to measure the quantity of the service supplied to the property. The Tenant will pay any installation costs and expenses.

Cleaning and hygiene

- 24.1 The Tenant agrees to keep the property clean and
- (a) to have the floor and the interior of the property cleaned daily on days when the property is open;
 - (b) to have surfaces of windows and the shop front cleaned on each business day;
 - (c) to have the finishes, fittings, fixtures, furnishings, equipment and service cleaned as frequently as required to maintain them in a clean condition;
 - (d) not allow the accumulation of useless property or rubbish in the property.
- 24.2 The Tenant will take reasonable precautions to keep the property free of cockroaches, insects, rodents and other vermin and if necessary the Tenant will engage professional pest control persons to fumigate and disinfect the property.

Annexure A

Disposal of rubbish

- 25.1 The Tenant will cause all rubbish accumulated in the property to be placed in suitable containers provided by the Tenant for the property and situated in an area in the Building designated by the Landlord.
- 25.2 The Tenant will ensure that trade waste and/or wet refuse (if applicable) is removed from the property as directed by the Landlord to facilities provided by the Tenant.

Use of toilets and drainage

- 26.1 The Tenant will:
- (a) not use the toilet, sinks, drainage and plumbing (if any) in the property or in the Building for purposes other than those for which they were designed;
 - (b) not place in any of those facilities rubbish, chemicals, contaminated and other substances, which they are not designed to receive or which would infringe health or environmental regulations;
 - (c) repair any damage caused to any of those facilities by breach of Clauses 26.1(a) and/or (b) above.

Obstructions by Tenant

- 27.1 The Tenant will not cover or obstruct
- (a) any windows or skylights which admit air or light into the Building or the property; or
 - (b) any parts of the common areas of the Building normally used as an entrance to or exit from the property or the Building.

Alterations to property

- 28.1 The Tenant will not without the Landlord's prior written consent:
- (a) make or permit to be made any alterations or additions in or to the property;
 - (b) install or alter any partitions (if any);
 - (c) install, or make any additions or alterations to, any electrical, gas, water, plumbing and other services, fixtures, or appliances, or any other equipment or appliances for heating, cooling, ventilating, or air conditioning the property;
 - (d) mark, paint, damage, deface, drive nails or screws into, any walls, floors, ceilings, partitions, or any wood, stone or metal surface of the property or the Building.
- 28.2 (a) The Tenant may apply for the Landlord's consent to any of the alterations indicated in Clause 28.1(a) to (d) if the work is required by the Tenant:
- (i) for the more efficient conduct of its business; or
 - (ii) to improve the Tenant's use and enjoyment of the property; or
 - (iii) to render the property suitable for the Tenant, in order to comply with the requirements of the authorities.

Annexure A

- (b) The Tenant will submit to the Landlord sufficiently detailed drawings and specifications of the proposed work.
- (c) The alterations may be approved by the Landlord and will not be withheld unreasonably.
- (d) In considering its consent the Landlord may take into account the effect of the proposed alterations on the use and occupation of the Building.
- (e) The Tenant will obtain the necessary approvals from the relevant authorities before commencing any of the proposed work and produce those approvals to the Landlord on demand.
- (f) The Landlord may impose all or any of the other conditions contained in Clause 28.3.

28.3 As conditions of consent, the Landlord may require that:

- (a) any alterations of a partition shall be of a quality, type, colour, style and size determined by the Landlord, having regard to the nature and quality of the building and the property;
- (b) the work is executed by qualified contractors approved by the Landlord;
- (c) the whole work is carried out at the Tenant's expense;
- (d) the Tenant complies with the requirements of the Landlord's insurer and of any building and other regulations whilst carrying out the work;
- (e) some limitations be placed on the hours during which parts of the work may be carried out, including by limiting to hours which are outside usual business hours those parts of the work which might cause undue noise or disturbance to the Landlord or neighbours of the Landlord;
- (f) the Tenant and its contractors have current public liability insurance for not less than the amount referred to in Item 18 of this Annexure with an insurer approved by the Landlord, during the continuance of the work;
- (g) the Tenant assumes responsibility for, and will compensate and indemnify the Landlord in respect of, any injury or damage to the Building or the property or to any person or property during or as a consequence of the work.

- 28.4 (a) All permitted alterations carried out by the Tenant become the Landlord's property and will not be removed by the Tenant.
- (b) The Landlord is not liable to the Tenant for any costs, value, or for any compensation in respect of the alterations carried out by the Tenant.
- (c) If the Landlord requires the property to be reinstated, the Tenant is liable for the reinstatement of the property and making good any damage to the property due to the Tenant's alterations to the property.

29 Deleted.

Annexure A

Compliance with fire safety regulations etc.

- 30.1 The Tenant agrees to comply with the requirements imposed by the Landlord, the Landlord's insurer and under fire safety regulations, in respect of the Tenant's use of the property with regard to the installation, repair and maintenance of fire alarms, sprinklers and fire prevention equipment in the property.
- 30.2 The Tenant is liable to the Landlord for the reasonable cost of installations and equipment, which the Landlord may install in the property during this Lease, in order to comply with the requirements under 30.1, if the Tenant shall have failed to comply with those obligations in any respect.
- 30.3 The Tenant will maintain throughout this Lease maintenance and service contracts relating to the fire safety and prevention equipment, with specialist consultants or contractors.
- 30.4 The Tenant will ensure the property and any fire safety and prevention equipment are regularly inspected, serviced, upgraded and repaired, by specialist consultants or contractors, under service contracts, at intervals and to levels considered necessary or prudent by those specialists.

Hot water facilities

- 31.1 The Tenant will maintain in a state of good condition and serviceable repair the hot water systems and facilities of the property.
- 31.2 If the hot water systems and facilities of the property break down the Tenant will attend to repairs in order to maintain them in the condition they were in at the commencing date of this lease.
- 31.3 If the hot water systems and facilities of the property break down and cannot be repaired the Tenant will promptly replace them with systems and facilities of a corresponding or similar type.
- 31.4 If the Tenant fails to carry out repairs to or replace the systems and facilities in the circumstances outlined in this Clause, the Landlord may carry out the repairs or replace the systems and facilities and the Tenant will reimburse the Landlord for any repair or replacement costs and expenses.

32 Deleted.

Definitions, amendments and interpretation

- 33.1 In this lease "Building" or "the Building" means the building in which the property is situated, including:
- (i) the land on which the Building is erected;
 - (ii) land, buildings and structures owned or controlled by the Landlord in conjunction with the Building, which is or may in the future be erected or altered.
- 33.2 Deleted.
- 33.3 The second bullet point of Clause 12.4.2 of Annexure B is deleted.
- 33.4 These Additional Clauses form part of Annexure A.
- 33.5 Headings and marginal notes have been inserted for guidance only and do not form part of this Lease and do not affect the interpretation of this Lease.

Annexure A

- 33.6 Unless the context otherwise requires, the singular includes the plural and vice versa, words importing a gender include every other gender and persons include corporations.
- 33.7 Each clause and sub-clause of this Lease will be severable from each other clause and sub-clause and the invalidity or unenforceability of any clause or sub-clause for any reason will not prejudice or in any way affect the validity or enforceability of any other clause or sub-clause.
- 33.8 Annexure A will prevail in any conflict between Annexure A and Annexure B of this Lease.
- 33.9 This Lease is not a retail lease.
- 33.10 Clause 7.3.3 of Annexure B is amended by substituting "e.g. by repainting" with "including without limitation, by repainting and recarpeting".
- 33.11 Clause 5.6 of Annexure B is amended by deleting the last sentence.

34. (a) Prior to the commencement of the within lease, the lessor will at the lessor's cost:
- i. pigeon proof the premises;
 - ii. remove any pigeons from within the improvements;
 - iii. remove any pigeon droppings.

8 12/10

Annexure A

I certify that the persons opposite with whom I am Certified correct for the purposes of the Real Property Act,
personally acquainted or as to whose identity I am 1900 by the Landlord.
otherwise satisfied signed this instrument in my presence.


R. F. Benagum

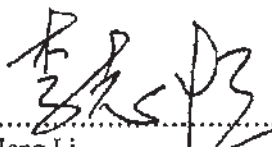
Name: 4/3 Enmore Rd
Address: Marrickville


Dina Danias

Certified correct for the purposes of the Real Property Act,
1900 and executed on behalf of Solu Pty. Limited (ACN
110 017 117) by the directors named below whose
signatures appear below pursuant to section 127 of the
Corporations Act, 2001.


Hui Lan Jin

Director


Zhi Heng Li
Director

ANNEXURE B

PAGE 1 OF 13 PAGES

SEE A SOLICITOR ABOUT THIS LEASE

ANNEXURE B

Lessor: Dina DANIAS

Lessee: SOLU PTY. LIMITED (ACN 110 017 117)

This annexure consists of 13 pages.

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NOTE: Any alterations and additions to Lease Covenants in Annexure B must be made by additional clauses in Annexure A. The printed clauses in Annexure B are to remain in their copyright form without alteration.

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RETAIL LEASE CERTIFICATE

If section 16 of the *Retail Leases Act 1994* applies to this lease, and the term plus any further terms are less than 5 years (subject to section 16(4)), the term will be extended unless a section 16 certificate is given. Sections 16(1) and (2) provide –

- 16(1) The term for which a retail shop lease is entered into, together with any further term or terms provided for by any agreement or option for the acquisition by the lessee of a further term as an extension or renewal of the lease, must not be less than 5 years. An agreement or option is not taken into account if it was entered into or conferred after the lease was entered into.
- 16(2) If a lease is entered into in contravention of this section, the validity of the lease is not thereby affected but the term of the lease is extended by such period as may be necessary to prevent the lease contravening this section.

I certify that I am a solicitor not acting for the lessor and that at the request of the lessee I explained to the lessee before (or within 6 months after) the lessee entered into this lease –

- the effect of sections 16(1) and (2); and
- that the giving of this certificate would result in section 16 not applying to this lease.

Date

Signature

NAME (BLOCK LETTERS)

ANNEXURE B
PAGE 2 OF 13 PAGES

CLAUSE 1 FORM OF THIS LEASE

What are the parts to this lease?

- 1.1 There are three parts to this lease – a lease form, Annexure A and this annexure.
- 1.2 This lease is a deed even if it is not registered.
- 1.3 A reference in this deed to the schedule is to the schedule of items commencing at item 1 on the lease form and ending with item 20 in Annexure A.

CLAUSE 2 PARTIES

Who are the parties to this lease?

- 2.1 The lessor is named on page 1 of this lease.
- 2.2 The lessee is named on page 1 of this lease.
- 2.3 The guarantor is named in item 10 in the schedule, if there is a guarantor.
- 2.4 If a party consists of two or more persons, obligations of that party can be enforced against any one or more of them.

CLAUSE 3 THE PROPERTY

What property is leased?

- 3.1 The property leased is described on page 1 of this lease.
- 3.2 The lessor's fixtures are included in the property leased.
- 3.3 If anything else is leased (such as furniture belonging to the lessor) and is described in item 11 in the schedule it is included in the property.
- 3.4 If the property has facilities and services shared in common with other persons in the same building as the property, clause 11.3.2 applies to those common facilities. The lessee shares the common facilities with the lessor, and with other lessees of the lessor. The lessor can set reasonable rules for sharing these common facilities.

CLAUSE 4 LEASE PERIOD

How long is this lease for?

- 4.1 This lease is for the period stated in item 1 in the schedule, commences on the date stated in item 2 in the schedule and ends on the date stated in item 3 in the schedule.
- 4.2 If a further period, commencing when this lease ends, is stated in item 12A in the schedule then the lessee has the option to renew this lease for that period.
- 4.3 The lessee can renew this lease more than once if that is stated in item 12B in the schedule. However the period of tenancy under this lease and under any renewal(s) is, in total, not longer than the maximum period stated in item 12C in the schedule.
- 4.4 The lessee can exercise the option only if –
 - 4.4.1 the lessee serves on the lessor a notice of exercise of option not earlier than the first day stated in item 12D in the schedule and not later than the last day stated in item 12E in the schedule;
 - 4.4.2 there is at the time of service no rent or outgoing that is overdue for payment; and
 - 4.4.3 at the time of service all the other obligations of the lessee have been complied with or fully remedied in accordance with the terms of any notice to remedy given by the lessor.

If this lease is extended by legislation, items 12D and 12E in the schedule are adjusted accordingly.

- 4.5 After exercising the option the lessee must continue to pay all rents and outgoings on time and continue to comply with all of the lessee's obligations under this lease. If the lessee does not do so, the lessor may treat any breach as being a breach of the new lease as well as of this lease.

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4.6 A new lease will be the same as this lease except for –

- 4.6.1 the new rent;
- 4.6.2 the commencement date and the termination date;
- 4.6.3 the omission of clauses 4.2, 4.3, 4.4, 4.5 and 4.6 and items 12A and 12B in the schedule in the last lease allowed in item 12 in the schedule;
- 4.6.4 item 12B becoming item 12A;
- 4.6.5 adjustment of item 12C in the schedule; and
- 4.6.6 adjustment of items 12D and 12E in the schedule. The number of days between the dates stated in items 12D and 12E in the schedule of the new lease and the termination date of the new lease and the number of days between each date stated in items 12D and 12E in the schedule of this lease and the termination date of this lease are to correspond.

If the new rent is to be current market rent it will be decided in the same way that current market rent is to be decided under Method 3 stated in clause 5 assuming that this lease and the new lease were one continuous lease and the commencement date of the new lease was a rent review date.

CLAUSE 5 MONEY

What money must the lessee pay?

5.1 The lessee must pay to the lessor or as the lessor directs –

- 5.1.1 the rent stated in item 13A in the schedule;
- 5.1.2 the share stated in item 14A in the schedule of those outgoings stated in item 14B in the schedule;
- 5.1.3 the reasonable cost to the lessor of remedying a default by the lessee;
- 5.1.4 the reasonable cost to the lessor of dealing with any application by the lessee for the lessor's consent under this lease (whether or not it is given);
- 5.1.5 interest on these moneys at the rate stated in item 15 in the schedule when payment is more than 14 days overdue, calculated from the due date to the date of payment;
- 5.1.6 registration fee for registration of this lease at Land and Property Information NSW (payable on delivery to the lessor's solicitor of the executed lease);
- 5.1.7 stamp duty on this lease (payable on delivery to the lessor's solicitor of the executed lease) if not previously paid by the lessee to the Office of State Revenue;
- 5.1.8 if the lessee defaults, the lessor's reasonable legal costs relating to the default;
- 5.1.9 the lessor's reasonable costs and expenses in connection with the preparation of this lease but only that part of those costs and expenses which are permitted to be recovered by a lessor under section 14 and section 45 of the *Retail Leases Act, 1994*; and
- 5.1.10 GST as provided for in clause 15.

5.2 The first month's instalment of rent is to be paid by the commencement date. Each later month's instalment of rent is to be paid in advance.

5.3 A payment under clause 5.1.2 must be paid on the next rent day after a request for payment is made by the lessor.

A request for payment can be made –

- 5.3.1 after the lessor has paid an outgoing; or
- 5.3.2 after the lessor has received an assessment or account for payment of an outgoing.

If item 14B in the schedule refers to land tax –

- if the property is a strata lot, the relevant land tax is land tax on that lot;
- if the property is not a strata lot but is part of a building, the relevant land tax is land tax on the land on which the building is situated, plus any land of the lessor used or available for use by or for the benefit of lessees conducting business in the building or in connection with trading in the building; and
- In either case, the land tax must be calculated as if the land was the only land owned by the lessor and there was no special trust or non-concessional company involved.

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When and how is the rent to be reviewed?

- 5.4 The rent is to be reviewed on the rent review dates stated in item 16 in the schedule.

If this lease is extended by legislation, the rent review dates include each anniversary of the latest rent review date stated in item 16 in the schedule (or if none is stated each anniversary of the commencement date) which falls during the extension.

- 5.5 The lessee must continue to pay rent at the old rate until the new rate is known. After that, the lessee is to pay the new rent from the next rent day. By that rent day the lessee is also to pay any shortfall between the old and new rate for the period since the rent review date. Alternatively, the lessor is to refund to the lessee any overpayment of rent.
- 5.6 There are three different methods described here for fixing the new rent on a rent review date. The method agreed by the lessor and the lessee is stated at item 16 in the schedule. The lessee is entitled to a reduction if the method produces a rent lower than the rent current just before the review date.

Method 1. By a fixed amount or percentage.

- 5.7 In this case the rent beginning on each review date will be increased by the percentage or amount stated in item 16 in the schedule.

Method 2. By reference to Consumer Price Index.

- 5.8 In this case –

- take the yearly rent as of the last review date or if none, the rent at the commencement date (\$X),
- divide that rent by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before that date (CPI 1),
- multiply the result by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before the review date (CPI 2).

The product is the new rent for the year beginning on the review date (\$Y), written as a formula –

$$\frac{\$X}{\text{CPI 1}} \times \text{CPI 2} = \$Y$$

- 5.9 The lessor must calculate the new rent after each review date and give the lessee written notice of the new rent.
- 5.10 If the Australian Bureau of Statistics makes a change in the reference base of the index and there is a published co-relation between the old and new base then the published co-relation is to be applied to convert the CPI 1 figure to the new reference base. If there is none then the lessor and the lessee agree to accept the calculations of the lessor's solicitor who must be retained to determine a fair co-relation between the old and the new series of numbers.
- 5.11 If the index used to calculate the new rent is discontinued the lessor may substitute another index that, as nearly as practicable, serves the same purpose and, if there is no such index, then the rent will be fixed by Method 3.

Method 3. By reference to current market rent.

- 5.12 In this case the rent is to be the current market rent. This can be higher or lower than the rent payable at the rent review date and is the rent that would reasonably be expected to be paid for the property, determined on an effective rent basis, having regard to the following matters –
- 5.12.1 the provisions of this lease;
 - 5.12.2 the rent that would reasonably be expected to be paid for the property if it were unoccupied and offered for renting for the same or a substantially similar use to which the property may be put under this lease;
 - 5.12.3 the gross rent, less the lessor's outgoings payable by the lessee;
 - 5.12.4 where the property is a retail shop, rent concessions and other benefits that are frequently or generally offered to prospective lessees of unoccupied retail shops; and
 - 5.12.5 the value of goodwill created by the lessee's occupation and the value of lessee's fixtures and fittings are to be ignored.

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- 5.13 The lessor or the lessee can inform the other in writing at least 60 days before the rent review date of the rent that the lessor or lessee thinks will be the current market rent at the review date.
- 5.14 If the lessor and the lessee agree on a new rent then that rent will be the new rent beginning on the rent review date and the lessor and the lessee must sign a statement saying so.
- 5.15 If the lessor and the lessee do not agree on the amount of the new rent 30 days before the rent review date, the current market rent will be decided by a valuer appointed under clause 5.16.
- 5.16
- 5.16.1 Unless 5.16.2 applies the lessor and the lessee can either agree upon a valuer or can ask the President of the Law Society of New South Wales to nominate a person who is a licensed valuer to decide the current market rent.
- 5.16.2 Where the property is a retail shop, the valuer appointed must be a specialist retail valuer appointed by agreement of the parties or, failing agreement, by the Administrative Decisions Tribunal.
- 5.17 The valuer will act as an expert not an arbitrator. The lessor and the lessee can each make submissions in writing to the valuer within 14 days after they receive notice of the valuer's appointment but not later unless the valuer agrees.
- 5.18 The valuer's decision is final and binding. The valuer must state how the decision was reached.
- 5.19 If the valuer.
- 5.19.1 does not accept the nomination to act; or
- 5.19.2 does not decide the current market rent within 1 month after accepting the nomination; or
- 5.19.3 becomes incapacitated or dies; or
- 5.19.4 resigns,
- then another valuer is to be appointed in the same way.
- 5.20 The lessor and lessee must each pay half the valuer's costs.
- 5.21 If the lessor and lessee do not agree upon a valuer and neither asks for a valuer to be nominated before –
- 5.21.1 the next rent review date passes; or
- 5.21.2 this lease ends without the lessee renewing it; or
- 5.21.3 this lease is transferred after the rent review date with the lessor's consent; or
- 5.21.4 the property is transferred after the rent review date
- then the rent will not change on that rent review date.

CLAUSE 6 USE

How must the property be used?

- 6.1 The lessee must –
- 6.1.1 use the property for the purpose stated in item 17 in the schedule and not for any other purpose;
- 6.1.2 open for business at times usual for a business of the kind conducted by the lessee;
- 6.1.3 keep the property clean and dispose of waste properly; and
- 6.1.4 comply with all laws relating to strata schemes and all other laws regulating how the property is used, obtain any consents or licences needed, comply with any conditions of consent, and keep current any licences or registrations needed for the use of the property or for the conduct of the lessee's business there.
- 6.1.5 where the property is a lot in a strata scheme:
- 6.1.5.1 use the lessor's common property only in connection with the use of the property;
- 6.1.5.2 co-operate with all other permitted users of the common property;
- 6.1.5.3 comply with so many of the provisions of the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973* and the by-laws and all lawful orders, motions and directives under these Acts as may be applicable to the exercise of the lessee's rights and obligations under this lease.

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- 6.2 The lessor can consent to a change of use and cannot withhold consent unreasonably.
- 6.3 The lessee must not –
- 6.3.1 do anything that might invalidate any insurance policy covering the property or that might increase the premium unless the lessor consents in which case the lessee must pay the increased premium; or
 - 6.3.2 use the property as a residence or for any activity that is dangerous, offensive, noxious, illegal or immoral or that is or may become a nuisance or annoyance to the lessor or to the owner or occupier of any neighbouring property; or
 - 6.3.3 hold any auction, bankrupt or fire sale in the property; or
 - 6.3.4 display signs or advertisements on the outside of the property, or that can be seen from the outside, unless the lessor consents (but the lessor cannot withhold consent unreasonably);
 - 6.3.5 overload the floors or walls of the property; or
 - 6.3.6 without the prior written consent of the lessor and/or the owners corporation, use the common property for any purpose other than for access to and egress from the property.

CLAUSE 7 CONDITION AND REPAIRS

Who is to repair the property?

- 7.1 The lessor must –
- 7.1.1 maintain in a state of good condition and serviceable repair the roof, the ceiling, the external walls and external doors and associated door jambs, and the floors of the property and must fix structural defects;
 - 7.1.2 maintain the property in a structurally sound condition; and
 - 7.1.3 maintain essential services.
- 7.2 The lessee must otherwise maintain the property in its condition at the commencement date and promptly do repairs needed to keep it in that condition but the lessee does not have to –
- 7.2.1 alter or improve the property; or
 - 7.2.2 fix structural defects; or
 - 7.2.3 repair fair wear and tear.
- 7.3 The lessee must also –
- 7.3.1 reimburse the lessor for the cost of fixing structural damage caused by the lessee, apart from fair wear and tear;
 - 7.3.2 maintain and decorate the shop front if the property has one;
 - 7.3.3 decorate the inside of the property in the last 3 months of the lease period (however it ends) – 'decorate' here means restoring the surfaces of the property in a style and to a standard of finish originally used e.g. by repainting;
 - 7.3.4 where the property is a lot in a strata scheme:
 - 7.3.4.1 meet the cost of all damage to the common property occasioned by the lessee or any invitee or licensee of the lessee; and
 - 7.3.4.2 permit the owners corporation, temporarily, to close any part of the common property for the purpose of making and effecting repairs to it.
- 7.4 If an authority requires work to be done on the property and it is structural work or work needed to make the property safe to use then the lessor must do the work unless it is required only because of the way the lessee uses the property. But if it is any other work or is required only because of the way the lessee uses the property then the lessee must do the work.
- 7.5 If the lessee fails to do any work that the lessee must do the lessor can give the lessee a notice in writing stating what the lessee has failed to do. After the notice is given the lessee must –
- 7.5.1 do the work immediately if there is an emergency; and
 - 7.5.2 do the work promptly and diligently in any other case.
- If the lessee does not do the work, the lessor can do it and the lessee must reimburse the lessor for the cost of the work.

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- 7.6 The lessee must not make any structural alterations to the property. Any other alterations require the lessor's consent in writing (but the lessor cannot withhold consent unreasonably).

CLAUSE 8 INSURANCE AND DAMAGE

What insurances must the lessee take out?

- 8.1 The lessee must keep current an insurance policy covering –
- 8.1.1 liability to the public in an amount not less than the amount stated in item 18 in the schedule (for each accident or event); and
 - 8.1.2 damage or destruction from any cause to all plate glass in the windows and other portions of the property
- and must produce to the lessor, upon request, the policy and the receipt for the last premium.

What happens if the property is damaged?

- 8.2 If the property or the building of which it is part is damaged (a term which includes destroyed) –
- 8.2.1 the lessee is not liable to pay rent, or any amount payable to the lessor in respect of outgoings and other charges, that is attributable to any period during which the property cannot be used under this lease or is inaccessible due to that damage;
 - 8.2.2 if the property is still useable under this lease but its useability is diminished due to the damage, the lessee's liability for rent and any amount in respect of outgoings attributable to any period during which useability is diminished is reduced in proportion to the reduction in useability caused by the damage;
 - 8.2.3 if the lessor notifies the lessee in writing that the lessor considers that the damage is such as to make its repair impracticable or undesirable, the lessor or the lessee can terminate this lease by giving not less than 7 days notice in writing of termination to the other and no compensation is payable in respect of that termination;
 - 8.2.4 if the lessor fails to repair the damage within a reasonable time after the lessee requests the lessor to do so the lessee can terminate this lease by giving not less than 7 days notice in writing of termination to the lessor; and
 - 8.2.5 nothing in clause 8.2 affects any right of the lessor to recover damages from the lessee in respect of any damage or destruction to which the clause applies.

CLAUSE 9 ACCESS

What are the lessor's rights of access to the property?

- 9.1 The lessee must give the lessor (or anyone authorised in writing by the lessor) access to the property at any reasonable time for the purpose of –
- 9.1.1 inspecting the condition of the property, or how it is being used; or
 - 9.1.2 doing anything that the lessor can or must do under this lease or must do by law; or
 - 9.1.3 viewing the property as a valuer, prospective buyer or mortgagee; or
 - 9.1.4 fixing a notice in a reasonable position on the outside of the property saying that it is for sale; or
 - 9.1.5 viewing the property as a prospective lessee not earlier than 6 months before the lease period ends; or
 - 9.1.6 fixing a notice not earlier than 6 months before the lease period ends in a reasonable position on the outside of the property saying that it is to let; or
 - 9.1.7 inspecting, cleaning or repairing another property or any services to another property.
- 9.2 The lessor must give the lessee at least 2 days written notice for access (except in an emergency). The day of the giving of the notice and any Saturday, Sunday or public holiday on which the property is not open for business are not counted.
- 9.3 The lessor must promptly make good any damage caused to the property and to any of the lessee's belongings which results from exercising these rights.
- 9.4 The lessee must give to the lessor a copy of any notice relating to the property or relating to any neighbouring property immediately after receiving the notice.

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CLAUSE 10 TRANSFER AND SUB-LEASE

Can this lease be transferred or the property shared or sub-let?

- 10.1 The lessee must not transfer this lease without consent.
- 10.2 The lessor can withhold consent only if –
 - 10.2.1 the proposed transferee proposes to change the use to which the property is put; or
 - 10.2.2 where the property is a retail shop, the proposed transferee has financial resources or retailing skills inferior to those of the proposed transferor and otherwise the proposed transferee has financial resources or business experience inferior to those of the proposed transferor; or
 - 10.2.3 the lessee has not complied with clause 10.3 and, where the property is a retail shop, clause 10.4.
- 10.3 A request for the lessor's consent to a transfer of lease must be made in writing and the lessee must provide the lessor with such information as the lessor may reasonably require concerning the financial standing and business experience of the proposed transferee.
- 10.4 Where the property is a retail shop, before requesting the consent of the lessor to a proposed transfer of this lease, the lessee must furnish the proposed transferee with a copy of any disclosure statement given to the lessee in respect of this lease, together with details of any changes that have occurred in respect of the information contained in the disclosure statement (being changes of which the lessee was aware or could reasonably be expected to be aware). For the purpose of enabling the lessee to comply with this obligation, the lessee can request the lessor to provide the lessee with a copy of the disclosure statement concerned and, if the lessor is unable or unwilling to comply with such a request within 14 days after it is made, this clause 10.4 does not apply.
- 10.5 Where the lessee has complied with clause 10.3 and where required to do so clause 10.4, and the lessor has not within 42 days or where the *Retail Leases Act 1994* applies 28 days after the request was made or the lessee has complied with paragraphs 41(a) and 41(b) of that Act, whichever is the later, given notice in writing to the lessee either consenting or withholding consent, the lessor is taken to have consented.
- 10.6 The lessee has to pay in connection with any consent the lessor's reasonable legal costs, the reasonable costs of obtaining any mortgagee's consent, the stamp duty and the registration fee for the transfer.
- 10.7 Where the property is a retail shop, the lessee can sub-let, grant a licence or concession, share or part with the possession of the whole or any part of the property or mortgage or otherwise charge or encumber the lessee's estate or interest in this lease only with the written consent of the lessor which can be refused in the lessor's absolute discretion. Otherwise, the lessee cannot do any of these things.

CLAUSE 11 LESSOR'S OTHER OBLIGATIONS

What are the lessor's other obligations?

- 11.1 So long as the lessee does all the things that must be done by the lessee under this lease the lessor must allow the lessee to possess and use the property in any way permitted under this lease without interference from the lessor, or any person claiming under the lessor or having superior title to the title of the lessor.
- 11.2 The lessor must pay all outgoing for the land or the building of which the property is part when they fall due.
- 11.3 If the property is part of a building owned or controlled by the lessor –
 - 11.3.1 the lessor must maintain in reasonable structural condition all parts of the building that the lessee can use under this lease; and
 - 11.3.2 if the property has facilities and service connections shared in common with other persons the lessor must –
 - 11.3.2.1 allow reasonable use of the facilities and service connections including –
 - the right for the lessee and other persons to come and go to and from the property over the areas provided for access;
 - access by the lessee to service connections; and
 - the right for the lessee's customers to park vehicles in any area set aside for customer parking, subject to any reasonable rules made by the lessor.
 - 11.3.2.2 maintain the facilities and service connections in reasonable condition.

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- 11.4 Where registration is necessary for the validity of this lease, the lessor must ensure that this lease is registered.
- 11.5 If a consent is needed for this lease, from someone such as a mortgagee or head lessor of the property, then the lessor must get the consent.

CLAUSE 12 FORFEITURE AND END OF LEASE

When does this lease end?

- 12.1 This lease ends –
- 12.1.1 on the date stated in item 3 in the schedule; or
 - 12.1.2 if the lessor lawfully enters and takes possession of any part of the property; or
 - 12.1.3 if the lessor lawfully demands possession of the property.
- 12.2 The lessor can enter and take possession of the property or demand possession of the property if –
- 12.2.1 the lessee has repudiated this lease; or
 - 12.2.2 rent or any other money due under this lease is 14 days overdue for payment; or
 - 12.2.3 the lessee has failed to comply with a lessor's notice under section 129 of the *Conveyancing Act 1919*; or
 - 12.2.4 the lessee has not complied with any term of this lease where a lessor's notice is not required under section 129 of the *Conveyancing Act 1919* and the lessor has given at least 14 days written notice of the lessor's intention to end this lease.
- 12.3 When this lease ends, unless the lessee becomes a lessee of the property under a new lease the lessee must –
- 12.3.1 return the property to the lessor in the state and condition that this lease requires the lessee to keep it in; and
 - 12.3.2 have removed any goods and anything that the lessee fixed to the property and have made good any damage caused by the removal.

Anything not removed becomes the property of the lessor who can keep it or remove and dispose of it and charge to the lessee the cost of removal, making good and disposal.

- 12.4 If the lessor allows the lessee to continue to occupy the property after the end of the lease period (other than under a new lease) then –
- 12.4.1 the lessee becomes a monthly lessee and must go on paying the same rent and other money in the same way that the lessee had to do under this lease just before the lease period ended (apportioned and payable monthly);
 - 12.4.2 the monthly tenancy will be on the same terms as this lease, except for –
 - clause 4;
 - clauses 5.4 to 5.21 inclusive; and
 - clause 6.2 unless consent has previously been given;
 - 12.4.3 either the lessor or the lessee can end the monthly tenancy by giving, at any time, 1 month written notice to the other expiring on any date; and
 - 12.4.4 anything that the lessee must do by the end of this lease must be done by the end of the monthly tenancy.
- 12.5 Essential terms of this lease include –
- 12.5.1 the obligation to pay rent not later than 14 days after the due date for payment of each periodic instalment (and this obligation stays essential even if the lessor, from time to time, accepted late payment);
 - 12.5.2 the obligations of the lessee in clause 5.1.2 (dealing with outgoings);
 - 12.5.3 the obligations of the lessee in clause 6.1 (dealing with use);
 - 12.5.4 the obligations of the lessee in clause 7 (dealing with repairs);
 - 12.5.5 the obligations of the lessee in clause 10 (dealing with transfer and sub-lease); and
 - 12.5.6 the obligations of the lessee in clause 15 (dealing with GST).

ANNEXURE B

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- 12.6 If there is a breach of an essential term the lessor can recover damages for losses over the entire period of this lease but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.
- 12.7 The lessor can recover damages even if –
- 12.7.1 the lessor accepts the lessee's repudiation of this lease; or
 - 12.7.2 the lessor ends this lease by entering and taking possession of any part of the property or by demanding possession of the property; or
 - 12.7.3 the lessee abandons possession of the property; or
 - 12.7.4 a surrender of this lease occurs.

CLAUSE 13 GUARANTEE

What are the obligations of a guarantor?

- 13.1 This clause applies if a guarantor of the lessee is named in item 10A in the schedule and has signed or executed this lease or, if this lease is a renewal of an earlier lease, the earlier lease.
- 13.2 The guarantor guarantees to the lessor the performance by the lessee of all the lessee's obligations (including any obligation to pay rent, outgoings or damages) under this lease, under every extension of it or under any renewal of it or under any tenancy and including obligations that are later changed or created.
- 13.3 If the lessee does not pay any money due under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must pay that money to the lessor on demand even if the lessor has not tried to recover payment from the lessee.
- 13.4 If the lessee does not perform any of the lessee's obligations under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must compensate the lessor even if the lessor has not tried to recover compensation from the lessee.
- 13.5 If the lessee is insolvent and this lease or any extension or renewal of it is disclaimed the guarantor is liable to the lessor for any damage suffered by the lessor because of the disclaimer. The lessor can recover damages for losses over the entire period of this lease or any extension or renewal but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.
- 13.6 Even if the lessor gives the lessee extra time to comply with an obligation under this lease, under any extension of it or under any renewal of it or under any tenancy, or does not insist on strict compliance with the terms of this lease or any extension of it or renewal of it or of any tenancy, the guarantor's obligations are not affected.
- 13.7 If an amount is stated in item 10B in the schedule the guarantor's liability under this clause is limited to that amount.
- 13.8 The terms of this guarantee apply even if this lease is not registered, even if any obligation of the lessee is only an equitable one, and even if this lease is extended by legislation.

CLAUSE 14 EXCLUSIONS, NOTICES AND SPECIAL CLAUSES

- 14.1 No covenant or power is implied in this lease by section 84 or 85 of the *Conveyancing Act 1919*.
- 14.2 A document under or relating to this lease is –
- 14.2.1 served if it is served in any manner provided in section 170 of the *Conveyancing Act 1919*; and
 - 14.2.2 served on the lessee if it is left at the property.
- 14.3 This lease is subject to any legislation that cannot be excluded (for example, the *Retail Leases Act 1994*).
- 14.4 In this lease, 'retail shop' means premises to which the *Retail Leases Act 1994* applies.
- 14.5 In this lease 'Director General' has the same meaning as in the *Retail Leases Act 1994*.

ANNEXURE B
PAGE 11 OF 13 PAGES

CLAUSE 15 GOODS AND SERVICES TAX

Unless item 13B in the schedule has been completed in a way that indicates that this clause is not to apply:

- 15.1 As consideration in whole or in part for a taxable supply the person receiving the supply must pay to the party making the supply an additional amount equal to the amount of GST payable on the supply.
- 15.2 To the extent that the lessee is required to reimburse the lessor in whole or in part for outgoings incurred by the lessor, for the purposes of this lease the amount of the outgoings must be reduced by the amount of any credit or refund of GST to which the lessor is entitled as a result of incurring outgoings.
- 15.3 Outgoings in item 14B in the schedule are to be calculated after deducting any input tax credit to which the lessor is entitled.
- 15.4 For the purposes of this lease GST means a tax in the nature of a supply of goods and services tax levied or imposed by the Commonwealth of Australia.

CLAUSE 16 BANK GUARANTEE

- 16.1 If a number of months appears in item 19 in the schedule, clauses 16.2 to 16.5 apply.
- 16.2 On or before the commencement date of this lease the lessee will deliver to the lessor a guarantee by a bank trading in the State of New South Wales in the form of an unconditional and irrevocable undertaking to pay drawn in favour of the lessor (unlimited as to time) in a form acceptable to the lessor and for an amount equivalent to the number of months referred to in item 19 in the schedule.
- 16.3 The lessor is entitled to claim under the guarantee an amount equal to any moneys due but unpaid by the lessee to the lessor under this lease.
- 16.4 The lessee agrees to vary the amount of the guarantee immediately upon each rent review so that the amount at all times represents the equivalent of the number of months referred to in the schedule.
- 16.5 The lessor will deliver the guarantee (or so much of it as is then held by the lessor) to the lessee on the last of:
 - 16.5.1 the terminating date of this lease;
 - 16.5.2 the expiry date of any holding over under this lease; and
 - 16.5.3 the date that the lessee has no further obligations under this lease or at law.

CLAUSE 17 SECURITY DEPOSIT

- 17.1 If an amount or a number of months appears in item 20 in the schedule, clauses 17.2 to 17.6 apply.
- 17.2 On or before the commencement date of this lease the lessee will deliver the security deposit to the lessor.
- 17.3 The lessor is entitled to deduct from the security deposit an amount equal to any monies due but unpaid by the lessee to the lessor under this lease.
- 17.4 Where the property is a retail shop, the security deposit will be held in accordance with Section 16C of the *Retail Leases Act 1994*. The lessee will not make an application to the Director General seeking the return of the security deposit (or so much of it as is then held by the Director General) until the later of:
 - 17.4.1 the terminating date of this lease;
 - 17.4.2 the expiry date of any holding over under this lease; and
 - 17.4.3 the date that the lessee has no further obligations under this lease or at law.
- 17.5 Where the property is other than a retail shop the security deposit (or so much of it as is then held by the lessor) will be returned to the lessee on the later of the dates as specified in clause 17.4.
- 17.6 The lessee agrees to vary the amount of the security deposit immediately upon each rent review so that it represents the equivalent of the number of months referred to in the schedule.

CLAUSE 18 STRATA CONVERSION

- 18.1 "Owners corporation", "owner", "strata scheme", "lot" and "parcel" where used in this lease have the meanings given under the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973*.

ANNEXURE B

PAGE 12 OF 13 PAGES

- 18.2 "Strata Acts" means the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973*, and includes any amending Acts, rules, regulations, ordinances, by-laws, statutory instruments, orders or notices now or hereafter made under those Acts.
- 18.3 "Strata conversion" means a subdivision of the property under the *Strata Schemes (Freehold Development) Act 1973* or the *Community Land Development Act 1989* or the *Community Land Management Act 1989* or other legislation permitting such subdivision.
- 18.4 Strata Titles
- 18.4.1 Lessee consents to registration of strata plan
- 18.4.1.1 By its entry into this lease the lessee acknowledges that the lessor can register a strata plan, a strata schemes plan, a strata plan of subdivision, a strata plan of consolidation or a building alteration plan insofar as any of these may relate to the property, the Building or the land. The lessor will provide the lessee with copies of the proposed strata plan and associated documentation for the lessee's approval, which approval will not be unreasonably withheld.
- 18.4.1.2 Provided the lessee consents to the strata conversion as per clause 18.4.1.1 then within 7 days of written request by the lessor the lessee will sign and return to the lessor any consents or other documents necessary to enable the lessor to carry out the strata conversion and will make no objection or claim for compensation in relation to the strata conversion.
- 18.4.2 Compliance with the Strata Acts and by-laws:
- 18.4.2.1 **(Covenant):** The lessee and any and all persons acting by, through or under it or with its authority express or implied shall comply with so many of the provisions of the Strata Acts and the by-laws and all lawful orders, motions and directives under the Strata Acts as may be applicable to the exercise of the lessee's rights and obligations under the provisions elsewhere contained in this lease.
- 18.4.2.2 **Not to prejudice interests of owners corporation.** Without the prior written consent of the owners corporation, the lessee shall not do any act, matter or thing under the exercise of its rights and obligations elsewhere contained in this lease or permit or allow any act, matter or thing to be done which shall or may:
- increase the rate of premium payable by the owners corporation under any policy of insurance taken out by the owners corporation; or
 - invalidate, avoid or suspend the operation of any such policy of insurance or otherwise prejudice the owners corporation rights under any such policy.
- 18.4.2.3 Upon the occurrence of any of the matters previously referred to the lessee shall:
- pay to the lessor or such other person responsible for payment any amounts payable to the owners corporation as a consequence of any such matters;
 - pay to the lessor for and on behalf of the owners corporation any amounts payable by the owners corporation as a consequence of any such matters and not the subject of clause 18.4.2.2; and
 - pay to the lessor for and on behalf of the owners corporation the amount of any and all losses and damages arising from the occurrence of any such matters.
- 18.4.2.4 **(Indemnity):** The lessee shall indemnify the lessor for any loss or damage suffered by the lessor if the lessee or the lessee's employees fail to comply with the obligations as to conduct imposed upon the lessee or the lessee's employees by this lease or by reason of the Strata Acts.
- 18.4.3 If the strata conversion occurs:
- 18.4.3.1 any reference in this lease will be deemed to be a reference to the buildings comprised in the registered plan or plans of which the property forms part;
- 18.4.3.2 any levies or other monies payable to the owners corporation will be payable by the lessee with the exception of any contribution to a sinking fund or special levy; and
- 18.4.3.3 this lease will be deemed to be amended in any respect that is necessary to ensure that this lease reflects that the strata conversion has been carried out.

ANNEXURE B
PAGE 13 OF 13 PAGES

IMPORTANT NOTES

The following notes are for guidance and do not form part of this lease.

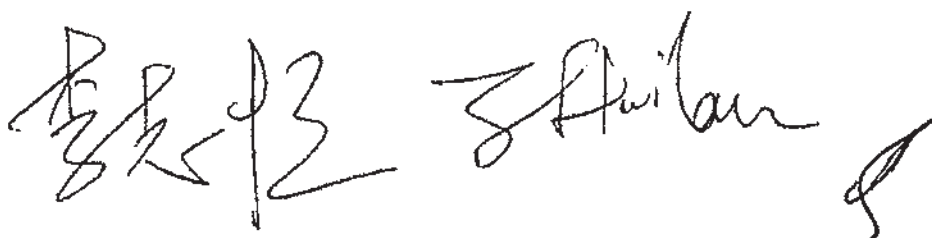
If you are a lessor, a solicitor will prepare this lease for you.

If you are a lessee, a solicitor can advise you about it.

1. This document creates legal rights and legal obligations.
2. Failure to register a lease can have serious consequences.
3. If an option for renewal is not exercised at the right time it will be lost.
4. The lessee can exercise an option for renewal even if there has been a breach of this lease in a case where section 133E of the *Conveyancing Act 1919* applies. The lessor must give a prescribed notice within 14 days after the option is exercised if the lessor wants to rely on the breach to prevent the exercise of the option.
5. The Law Society of New South Wales is not to be responsible for any loss resulting from the use of this lease as printed whether authorised or not.



I certify that this and the preceding twelve pages are in exactly the same wording as Annexure B of the copyright Law Society Lease.


Solicitor for the lessor

CONSENT TO LEASE

Annexure to Lease

From: Dina Danias

To: Solu Pty Limited ACN 110 017 117

Dated:

Perpetual Nominees Limited as Mortgagee under Mortgage(s) No. **HEREBY**
CONSENTS to the within Lease subject to and without in any way limiting abridging
affecting or prejudicing the rights powers and remedies of the Mortgagee under the said
Mortgage(s) (or any of them) which rights powers and remedies shall remain in full force and
effect as if this consent had not been given save and except that so long as the covenants and
conditions and provisions of the within Lease are duly observed and performed the
Mortgagee will in the event of the exercise of the power of sale or other power or remedy of
the Mortgagee on default under the said Mortgage(s) (or any of them) exercise the same
subject to the then subsisting rights of the Lessee(s) under the within Lease.

Signed at Sydney this 5th day of September 2008.

SIGNED for and on behalf of

Signed in my presence for and on behalf of Perpetual Nominees
Limited (A.C.N. 000 733 700) by its Attorneys

..... Vanessa Milosev Sonal Razdan
who are personally known to me and each of whom declares that he/she
has been appointed by the Board of Directors of that company as an
attorney of the company for the purposes of the Power of Attorney
dated 11/11/07 Registration No. 45421513 and that
he/she has no notice of the revocation of his/her powers.

.....
Signature of Witness
Yvonne Sarizetakis
.....
Full name of Witness

Assistant Manager

.....
Signature of Attorney SENIOR ACCOUNT
EXECUTIVE
.....
Signature of Attorney SENIOR ACCOUNT
EXECUTIVE
.....
Signature of Attorney

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subject to the then subsisting rights of the Lessee(s) under the within Lease.

Signed at Sydney this 5th day of September 2008

SIGNED for and on behalf of

Signed in my presence for and on behalf of Perpetual Nominees
Limited (A.C.N. 000 733 700) by its Attorneys
.....~~Vanessa Milosev~~.....~~Sonal Razdan~~.....
who are personally known to me and each of whom declares that he/she
has been appointed by the Board of Directors of that company as an
attorney of the company for the purposes of the Power of Attorney
dated~~11/11/07~~..... (Registration No. ~~45421513~~.....) and that
he/she has no notice of the revocation of his/her powers.

Signature of Witness

Yvonne Sartzetakis
Full name of Witness

Assistant Manager

Signature of Attorney

Signature of Attorney

SENIOR ACCOUNT
EXECUTIVE

SENIOR ACCOUNT
EXECUTIVE

NEW SOUTH WALES

CERTIFICATE OF TITLE

PROPERTY ACT, 1900



10123055



Vol. 10123 Fol. 55

First Title Old System

Prior Title Vol.9967 Fol.40

19 5 1987

I certify that the person named in the First Schedule is the registered proprietor of an estate in fee simple (or such other estate or interest as is set out below) in the land described subject to the recordings appearing in the Second Schedule and to the provisions of the Real Property Act, 1900.

CANCELLED
[Signature]

Registrar General.

SEE AUTO FOLIO



LAND REFERRED TO

Lot 4 in DP226899 at Marrickville in the Municipality of Marrickville parish of Petersham County of Cumberland.

Title Diagram: DP226899

FIRST SCHEDULE

EVANGELOS DANIAS and DINA DANIAS as Joint Tenants.

W366247

SECOND SCHEDULE

1. Reservations and conditions in the Crown Grant.
2. DP224400P Right of Carriageway appurtenant to the land above described - see J930488.
3. DP224400P Easement to Drain water appurtenant to the land above described - see J930488.
4. DP226899P Right of footway 3.05 wide appurtenant to the land above described - see K110856.
5. DP226899P Easement to drain water 3.05 wide appurtenant to the land above described - see K110856.
6. DP226899P Easement to drain sewerage 3.05 wide appurtenant to the land above described - see K110856.
7. DP226899P Easement to maintain existing eave and gutters, coping and projecting pipes 3.05 wide appurtenant to the land above described - see K110856.
8. DP226899P Easement to drain water 1.22 wide designated F in the plan hereon appurtenant to the land above described - see K110856.
9. DP226899P Easement to drain water over existing pipes designated X and Y in the plan hereon appurtenant to the land above described - see K110856.
10. DP226899P Easement to drain water 1.22 wide designated "G" in the plan hereon appurtenant to the land above described - see K110856.
11. DP226899P Easement to drain sewerage over the existing pipes within the land above described between the points "M" and "N" shown in the plan hereon - see K110856.

274-1988

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

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

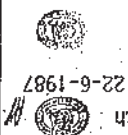
(Page 1) Vol. 10123 Fol. 55

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X107996M

NOTATIONS AND UNREGISTERED DEALINGS

M
L
MM



X107996 Mortgage to National Australia Bank Limited Registered 24-9-1987

W795573 with option of renewal. Expires 31-7-1991.

W795573 Lease to Model Engineering Products Pty Limited of Premises known as 190-194 Victoria Road Marnickville of the part shown hatched in the plan with
 Mortgage to Burns Philp Trustee Company Limited.

Registrar General

PARTICULARS

SECOND SCHEDULE (continued)

SEE AUTO FOLIO

CANCELLED

Registrar General

FIRST SCHEDULE (continued)
 REGISTERED PROPRIETOR

G. 1
NEW SOUTH WALES

CERTIFICATE OF TITLE
REAL PROPERTY ACT, 1900, as amended.

TORRENS TITLE
Register Book

Applications Nos. 823, 4892 and 28286

Prior Title Volume 9967 Folio 40

Vol. 10123 Fol. 55



EN

CANCELLED
1st Edition issued 28-9-1965
See new edition

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.

Witness

J. Charles

J. J. J. J.
Registrar-General.



ESTATE AND LAND REFERRED TO

Estate in Fee Simple in Lot 4 in Deposited Plan 226899 in the Municipality of Marrickville Parish of Petersham and County of Cumberland being part of 470 acres granted to Thomas Moore on 5-10-1799.

FIRST SCHEDULE (continued overleaf)

~~FRANK & BRUCE DEVELOP PTY. LIMITED.~~

J. J. J. J.
Registrar-General.

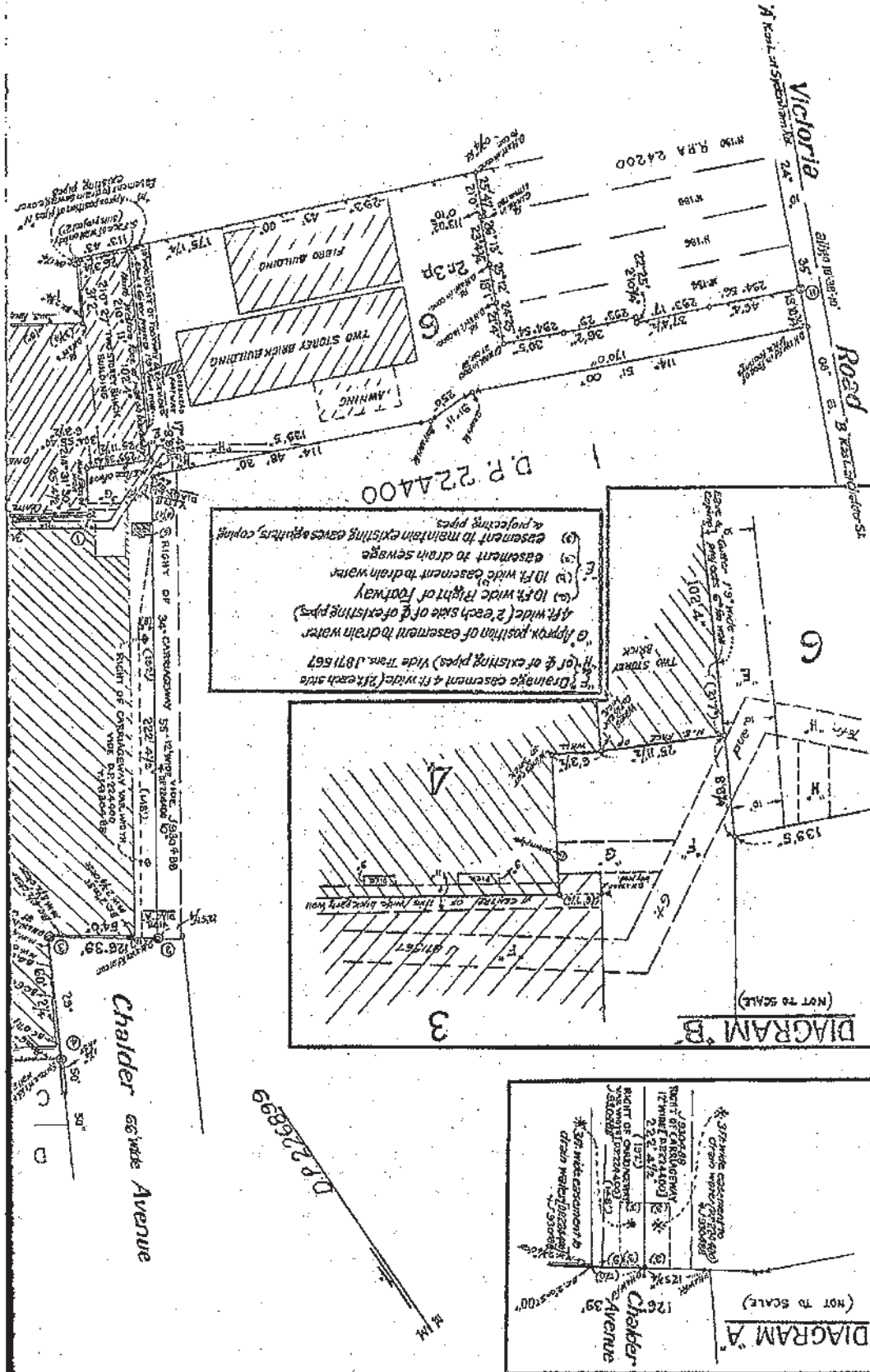
SECOND SCHEDULE (continued overleaf)

1. Reservations and conditions, if any, contained in the Crown Grant above referred to.
2. Right of Carriageway appurtenant to the land above described created by the registration of Deposited Plan 224400. See J930488.
3. Easement to drain water appurtenant to the land above described created by the registration of Deposited Plan 224400. See J930488.
4. Right of Footway 10 feet wide appurtenant to the land above described created by the registration of Deposited Plan 226899. See K110856.
5. Easement to drain water 10 feet wide appurtenant to the land above described created by the registration of Deposited Plan 226899. See K110856.
6. Easement to drain sewage 10 feet wide appurtenant to the land above described created by the registration of Deposited Plan 226899. See K110856.
7. Easement to maintain existing eave and gutters, coping and projecting pipes 10 feet wide appurtenant to the land above described created by the registration of Deposited Plan 226899. See K110856.
8. Easement to drain water 4 feet wide designated F in the plan hereon appurtenant to the land above described created by the registration of Deposited Plan 226899. See K110856.
9. Easement to drain water over existing pipes designated X to Y in the plan hereon appurtenant to the land above described created by the registration of Deposited Plan 226899. See K110856.
10. Easement to drain water 4 feet wide designated "G" in the plan hereon appurtenant to the land above described created by the registration of Deposited Plan 226899. See K110856.
11. Easement to drain sewage over the existing pipes within the land above described between the points "M" and "N" shown in the plan hereon created by the registration of Deposited Plan 226899. See K110856.

J. J. J. J.
Registrar-General.

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



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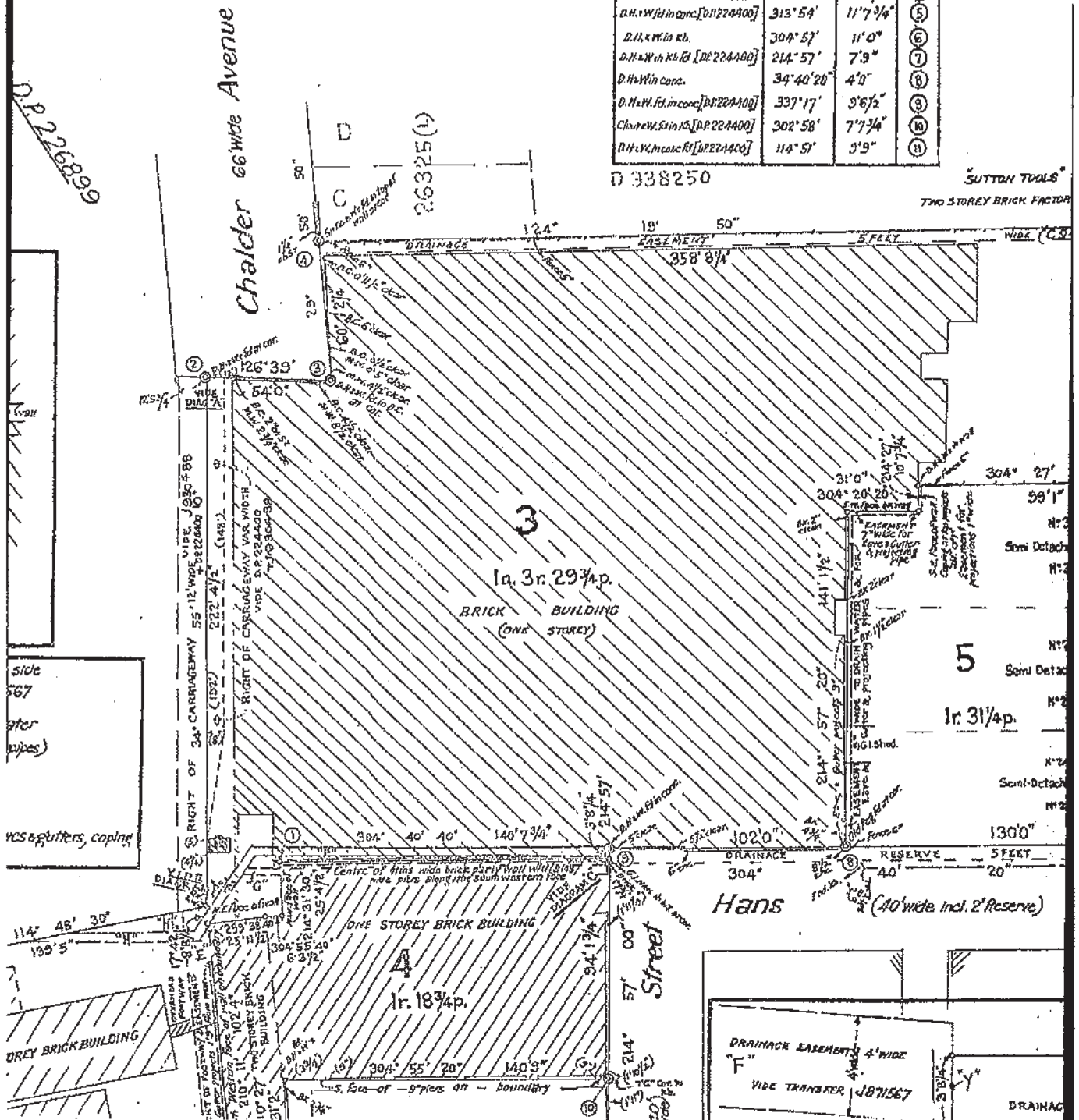


REFERENCE MARK	BEARING	DISTANCE	TO COR
O.H.W. in face of brick	124° 40' 40"	6' 7 1/4"	(1)
O.H.W. fd in conc. [DP 224400]	214° 55' 10"	3' 4 1/4"	(2)
O.H.W. to " " "	165° 14' 30"	5b 1/4"	(3)
O.H.W. fd in Hb [B6325(L)]	121° 55' 10"	11' 6 1/2"	(4)
O.H.W. fd in conc. [B1224400]	313° 54'	11' 7 3/4"	(5)
O.H.W. to K.B.	304° 57'	11' 0"	(6)
O.H.W. in Hb K.B. [DP 224400]	214° 57'	7' 3"	(7)
O.H.W. in conc.	34° 40' 20"	4' 8"	(8)
O.H.W. fd in conc. [DP 224400]	337° 17'	9' 6 1/2"	(9)
Church S. in K.B. [P 224400]	302° 58'	7' 7 3/4"	(10)
O.H.W. conc. fd [DP 224400]	114° 5'	3' 9"	(11)

D 338250

"SUTTON TOOLS"

TWO STOREY BRICK FACTORY



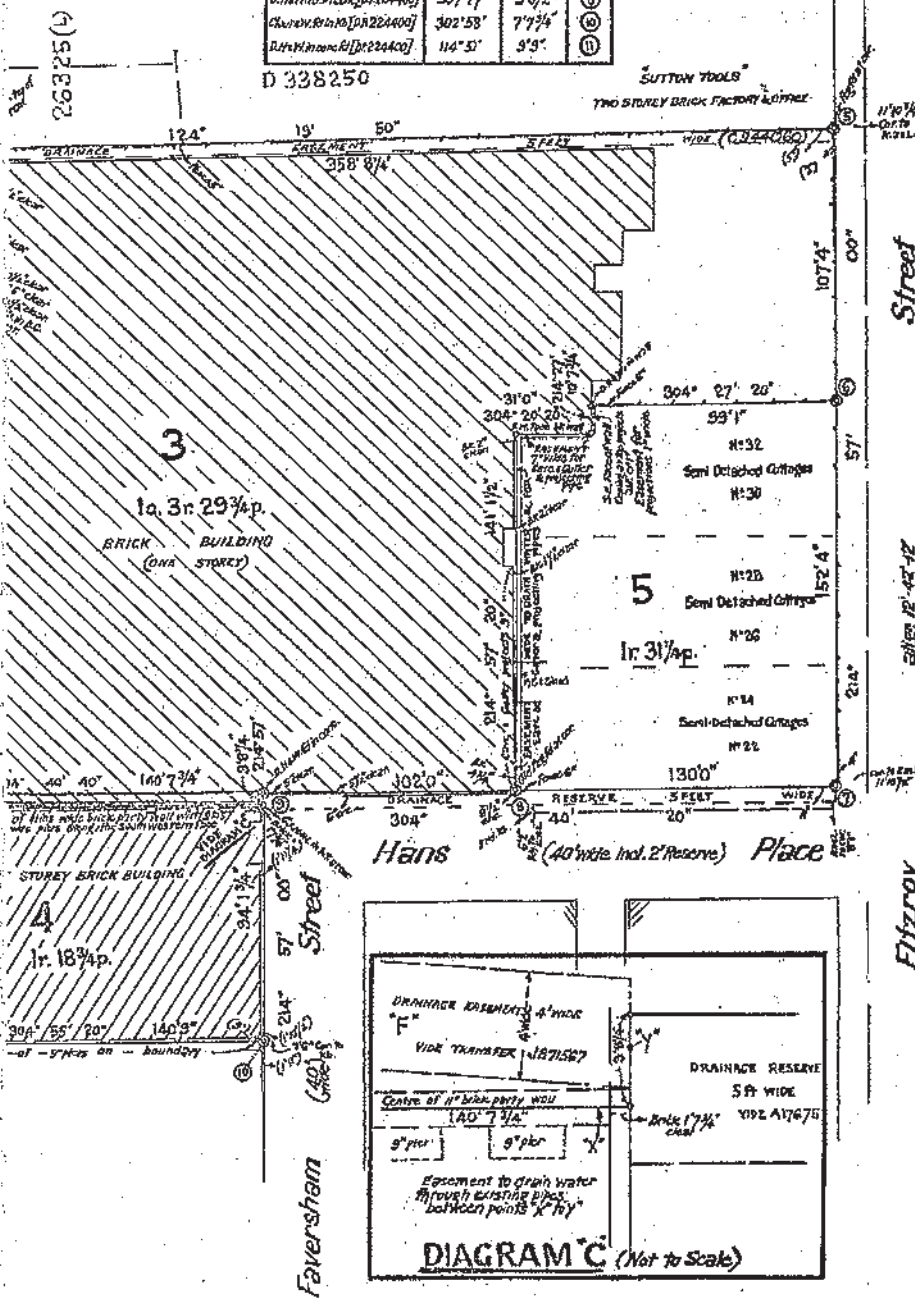
Vol. 10123 Fol. 55

REFERENCE MARK	BEARING	DISTANCE To COR.	
D.H. 1/4 in face of fence	124° 40' 40"	6' 7 1/4"	①
D.H. 1/4 in face of [DP224400]	214° 55' 10"	3' 4 1/4"	②
D.H. 1/4 in " " " "	168° 14' 30"	5' 5 1/4"	③
D.H. 1/4 in face of [26335(4)]	121° 55' 10"	11' 6 1/2"	④
D.H. 1/4 in face of [DP224400]	313° 54'	11' 7 3/4"	⑤
D.H. 1/4 in face of [DP224400]	304° 57'	11' 0"	⑥
D.H. 1/4 in face of [DP224400]	214° 57'	7' 3"	⑦
D.H. 1/4 in face of [DP224400]	34° 10' 20"	4' 0"	⑧
D.H. 1/4 in face of [DP224400]	337° 17'	5' 6 1/2"	⑨
D.H. 1/4 in face of [DP224400]	302° 58'	7' 7 3/4"	⑩
D.H. 1/4 in face of [DP224400]	114° 51'	3' 3"	⑪

D 338250

"SUTTON TOWNS"

TWO STOREY BRICK FACTORY & OFFICE



REGISTERED PROPRIETOR

REGISTERED PROPRIETOR		INSTRUMENT		ENTERED	Signature of Registrar-General
NATURE	NUMBER	DATE			
Transfer	K118097	15-9-1965	14-10-1965		<i>Johnson</i>
<i>Transferee</i>	<i>364134</i>	<i>30-1-1968</i>	<i>31-5-1969</i>		<i>Johnson</i>
<i>Transferor</i>	<i>6475165</i>	<i>24-5-1969</i>	<i>25-6-1968</i>		<i>Johnson</i>

PARTICULARS

[illegible]

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

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

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

(Page 1) Vol

9967

Vol 40

Witness

McAlister

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 circumstances and interests as are shown in the Second Schedule.

CANCELLED

1st Edition Issued 5-4-1965

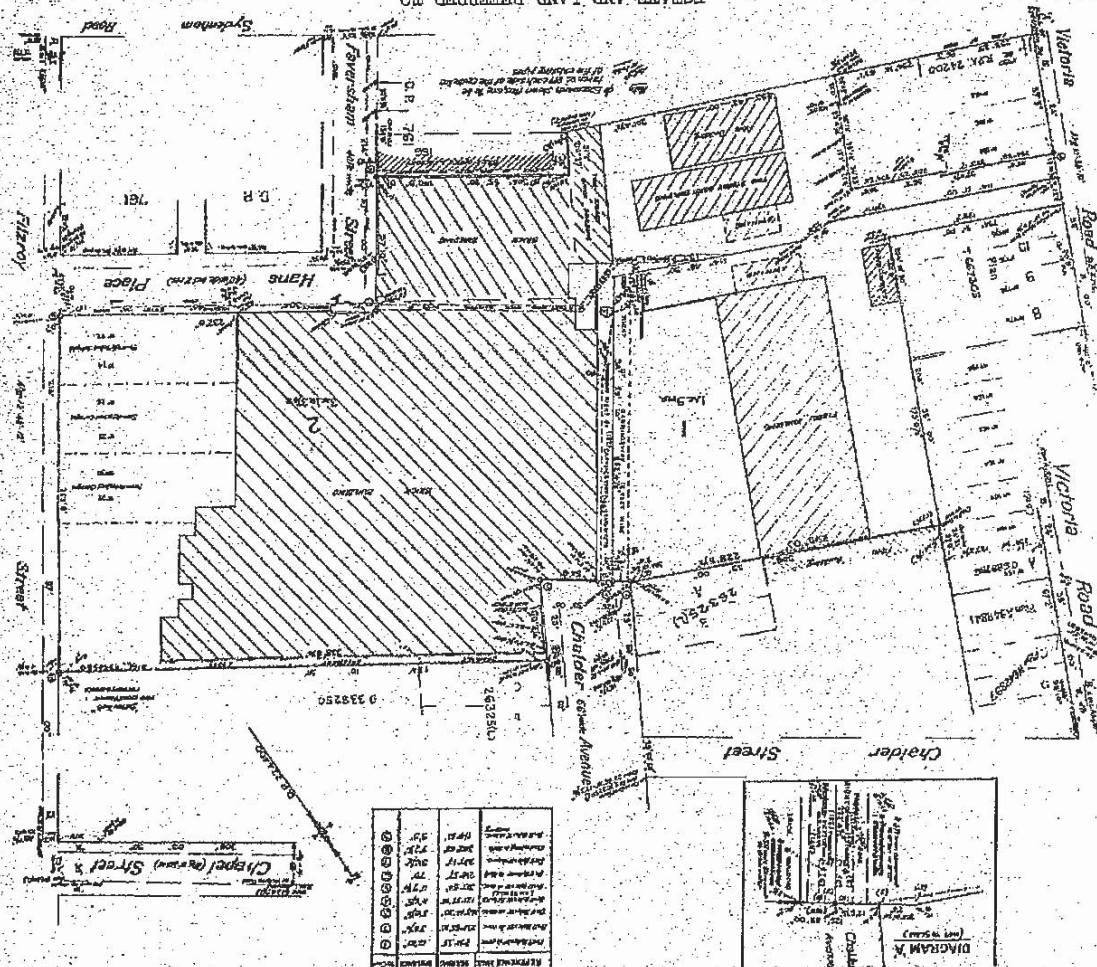
Vol 9967 Fol 40

NEW SOUTH WALES
Applications Nos. 823, 4892 and 28
Prior Titles:
Vol. 4020 Fol. 13
Vol. 4028 Fol. 102
Vol. 2237 Fol. 243
Vol. 2266 Fol. 78
Vol. 4019 Fol. 204
MA



CERTIFICATE OF TITLE
ENTRY ACT, 1900, as amended.

PLAN SHOWING LOCATION OF LAND



Lot	Area
1	1.0000
2	1.0000
3	1.0000
4	1.0000
5	1.0000
6	1.0000
7	1.0000
8	1.0000
9	1.0000
10	1.0000

ESTATE AND LAND REFERRED TO
Estate in Fee Simple in Lot 2 in Deposited Plan 224400 at Murrumbidgee in the Municipality of Murrumbidgee Parish of Peterborough and County of Cumberland being part of 470 acres granted to Thomas Moore on 5-10-1799.
FIRST SCHEDULE (continued overleaf)

McAlister
Registrar General.

RESERVATIONS AND CONDITIONS, if any, contained in the Crown Grant above referred to.
2. Easement for drainage created by Resumption No. 0944060 affecting the part of the land above described shown as drainage easement 5 feet wide.
3. Right of carriageway appurtenant to the land above described created by the registration of Deposited Plan 224400 See J930488.
4. Easement to drain water affecting the part of the land above described shown in the plan hereon as easement to drain water 3 feet wide created by the registration of Deposited Plan 224400 See J930488.
5. Easement to drain water appurtenant to the land above described created by the registration of Deposited Plan 224400 See J930488.
6. Right of carriageway affecting the part of the land above described shown in the plan hereon as right of carriageway variable width created by the registration of Deposited Plan 224400 See J930488.

McAlister
Registrar General.

AT 1808 Y. E. N. BUGHT. GOVERNMENT PRINTING

FIRST SCHEDULE (continued)

REGISTERED PROPRIETOR

REGISTERED PROPRIETOR	INSTRUMENT			ENTERED	Signature of Registrar General
	NATURE	NUMBER	DATE		
This Deed is cancelled and Certificate of Title issued Vol. 10123 Fol. 23657 dated April 22, 1999 	Deed	226599	10/1/99		
Charles H. ...	by	...			
was ...					
been ...					
or					

SECOND SCHEDULE (continued)

SECOND SCHEDULE (continued)						
NATURE	INSTRUMENT NUMBER	DATE	PARTICULARS	ENTERED	Signature of Registrar General	CANCELLATION
Transfer	J 871567	21.12.1964	Agreement for drainage affecting the Malpas drainage system and in part discharging into the River Sever	25.5.1965	<i>[Signature]</i>	
	K 110856		Interests created pursuant to Section 88B Conveyancing Act, 1919 by the registration of Deposited Plan 226899	10.7.1965	<i>[Signature]</i>	
			Agreement for drainage affecting the Malpas drainage system and in part discharging into the River Sever			
			No dealing in the map, relating to SDB			

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

FORM No. 62

Vol. 9967 Fol. 40

(Page 2 of 2 pages)

TITLE SEARCH

Computer Folio Certificate issued under
Section 96D of the Real Property Act 1900

No. 93

Search certified to:

29/4/2014 10:30 AM

COMPUTER FOLIO REFERENCE	
6/226899	
EDITION No. & DATE OF CURRENT CERTIFICATE OF TITLE	
5	29/8/2008

Page 1

LAND

LOT 6 IN DEPOSITED PLAN 226899

LOCAL GOVERNMENT AREA MARRICKVILLE

PARISH OF PETERSHAM COUNTY OF CUMBERLAND

TITLE DIAGRAM DP226899

FIRST SCHEDULE

DANIAS HOLDINGS PTY LIMITED

(T AD593333)

SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP224400 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP224400 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 J871567 EASEMENT FOR DRAINAGE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED 4 FEET WIDE DESIGNATED H IN DP226899
- 5 DP226899 RIGHT OF FOOTWAY AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN AS 10 FEET WIDE RIGHT OF FOOTWAY AND EASEMENTS DESIGNATED "E"
- 6 DP226899 EASEMENT TO DRAIN WATER AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN AS 10 FEET WIDE RIGHT OF FOOTWAY AND EASEMENTS DESIGNATED "E"
- 7 DP226899 EASEMENT TO DRAIN SEWAGE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN AS 10 FEET WIDE RIGHT OF FOOTWAY AND EASEMENTS DESIGNATED "E"
- 8 DP226899 EASEMENT TO MAINTAIN EXISTING EAVE AND GUTTERS COPING AND PROJECTING PIPES AFFECTING THE PART OF THE

END OF PAGE 1 - CONTINUED OVER

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PRINTED ON 29/4/2014

93

The Registrar General certifies that at the date and time specified above the person(s) described in the First Schedule was the registered proprietor of an estate in fee simple (or other such estate or interest set out in the Schedule) in the land described, subject to any exceptions, encumbrances, interests, and entries which appear in the Second Schedule.

* 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.



Registrar General

TITLE SEARCH

Computer Folio Certificate issued under
Section 96D of the Real Property Act 1900

No. 93

Search certified to:

29/4/2014 10:30 AM

COMPUTER FOLIO REFERENCE	
6/226899	
EDITION No. & DATE OF CURRENT CERTIFICATE OF TITLE	
5	29/8/2008

Page 2

SECOND SCHEDULE (11 NOTIFICATIONS) (CONTINUED)

-
- LAND ABOVE DESCRIBED SHOWN AS 10 FEET WIDE RIGHT OF
FOOTWAY AND EASEMENTS DESIGNATED "E"
- 9 DP226899 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 10 DP226899 EASEMENT TO DRAIN SEWAGE OVER EXISTING PIPES
DESIGNATED M TO N IN DP226899 APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 11 AE180025 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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PRINTED ON 29/4/2014

93

The Registrar General certifies that at the date and time specified above the person(s) described in the First Schedule was the registered proprietor of an estate in fee simple (or other such estate or interest set out in the Schedule) in the land described, subject to any exceptions, encumbrances, interests, and entries which appear in the Second Schedule.

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WARNING: THE INFORMATION APPEARING UNDER NOTATIONS HAS NOT BEEN FORMALLY RECORDED IN THE REGISTER.



Registrar General



HISTORICAL TITLE SEARCH

Certificate issued under Section 96G
of the Real Property Act 1900

No. 92

Search certified to: 29/4/2014 10:32AM

Computer Folio Reference: 6/226899

Page 1

First Title(s): SEE PRIOR TITLE(S)

Prior Title(s): VOL 10123 FOL 57

Recorded -----	Number -----	Type of Instrument -----	C.T. Issue -----
5/6/1987		TITLE AUTOMATION PROJECT	LOT RECORDED FOLIO NOT CREATED
9/5/1988		CONVERTED TO COMPUTER FOLIO	FOLIO CREATED CT NOT ISSUED
24/1/1995	U964258	WITHDRAWAL OF CAVEAT	
24/1/1995	U964259	DISCHARGE OF MORTGAGE	
* 24/1/1995	U964260	TRANSFER	EDITION 1
* 21/2/1995	034628	LEASE	EDITION 2
* 10/4/2003	9520390	TRANSFER	
10/4/2003	9520391	MORTGAGE	EDITION 3
27/11/2007	AD593332	DISCHARGE OF MORTGAGE	
* 27/11/2007	AD593333	TRANSFER	EDITION 4
29/8/2008	AE180025	MORTGAGE	EDITION 5

*** END OF SEARCH ***

doccop1

PRINTED ON 29/4/2014 92

The Registrar General certifies that at the date and time specified above the information set out in this search constitutes the historical record of all dealings recorded in or action taken in respect of the mentioned title which is required to be kept by the Registrar General under section 32(7) of the Real Property Act 1900.



Registrar General

Form: 01T
Release: 3.4
www.lands.nsw.gov.au

TRANSFER

New South Wales
Real Property Act 1900



AD593333G

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the registration of this form for the establishment and maintenance of the Real Property Act Register. Section 95B 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

26-11-2007

0004713855-001

SECTION 18(2)

DUTY

\$ *****2.00

(A) FOLIO OF THE REGISTER

6/226899

(B) LODGED BY

Document
Collection
Box

Name, Address or DX, Telephone, and LLPN if any

R F BERGAGNIN & CO
PO BOX 19
MARICKVILLE NSW 1475

Reference:

CODES

T

TW

(Sheriff)

(C) TRANSFEROR

Angelo KALYVAS and Poppy KALYVAS

(D) CONSIDERATION The transferor acknowledges receipt of the consideration of \$ 1,450,000.00 and as regards

(E) ESTATE the above folio of the Register transfers to the transferee an estate in fee simple

(F) SHARE
TRANSFERRED

(G) Encumbrances (if applicable):

(H) TRANSFEE

DANIAS HOLDINGS PTY. LIMITED (ACN 127 813 781)

~~as trustee for Danias Investment Trust~~

(I) TENANCY:

DATE

(J) 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:

Name of witness:

Address of witness:

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

Signature of transferor:

Certified correct for the purposes of the Real Property Act 1900 by the person whose signature appears below.

Signature:

Signatory's name:

Signatory's capacity:

R. F. Bergagnin

Rudolph Franco Bergagnin

transferee's solicitor

Form: 01T
Release: 2
www.lpi.nsw.gov.au



TRANSFER

New South Wales
Real Property Act 1900



9520390F

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
20-02-2003 0001292634-002
SECTION 10(2)
DUTY \$ *****1.00

(A) TORRENS TITLE

FOLIO IDENTIFIER 6/226899

(B) LODGED BY

Delivery
Box

Name, Address or DX and Telephone

48t

REF

CITYLINK & LEGALITIES
KS:DMN - Kalyvas

Reference:

CODES

T

TW

(Sheriff)

(C) TRANSFEROR

ROBERT GABRIEL GARDOS

(D) CONSIDERATION

The transferor acknowledges receipt of the consideration of \$ 5,000,000.00 BEING THE SAME and as regards
CONSIDERATION REFERRED TO IN A TRANSFER FROM SYCOTEX PTY LTD TO THE TRANSFEREES OF
(E) ESTATE the land specified above transfers to the transferee an estate in fee simple THE LAND IN 21/632 016.

(E) ESTATE

(F) SHARE

TRANSFERRED

(G) ENCUMBRANCES (if applicable):

(H) TRANSFEREE

ANGELO KALYVAS and POPPY KALYVAS

(I)

TENANCY: Joint Tenants

(J) DATE

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:

[Handwritten signature]

Name of witness:

EMANUEL
S PETER

Address of witness:

9 SEVENTH ROAD
WORONORA NSW 2132

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

Signature of transferor

[Handwritten signature]
RGE
ROBERT GABRIEL GARDOS

Certified for the purposes of the Real Property Act
1900 by the person whose signature appears below.

Signature:

Signatory's name:
Signatory's capacity:

NICHOLAS COOMBS
transferee's solicitor

All handwriting must be in block capitals.

Page 1 of _____
number additional
pages sequentially

OK FL 034628
Land and Property Information NSW
[Handwritten signature]

97-071



LEASE

Real Property Act 1900



0
034628 H

Office of State Revenue use only

OFFICE OF STATE REVENUE
STAMP DUTY (N.S.W. TREASURY) P57
1994/95 DUTY \$ 211.30 1ST REC NO 21.9/96.7

(A) **PROPERTY LEASED**

Show no more than 20 References to Title.
Specify the part or premises if appropriate.

IDENTIFIER 6/226899
Mezzanine floor and first floor
182 Victoria Road Marrickville

(B) **LODGED BY**

L.T.O. Box 265K	Name, Address and Telephone PROCTOR & EVICES G/- DUNHILL MADDEN BUTLER
REFERENCE (max. 15 characters): FEA 817637	

(C) **LESSOR**

ROBERT GABRIEL GARDOS

(D) The lessor leases to the lessee the property described above subject to the following **ENCUMBRANCES**

1. 2. 3. 4.

(E) **LESSEE**

L	STANDARD ENGRAVING CO. PTY. LIMITED ACN 000 152 429 of 182 Victoria Road Marrickville
	TENANCY:

(G) 1. **TERM:** **Three (3) Years**

2. **COMMENCING DATE:** **24 January 1995**

3. **TERMINATING DATE:** **23 January 1998**

4. With an **OPTION TO RENEW** for a period of **Three (3) Years** set out in **18** hereof

~~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.** **_____** filed in the Land Titles Office.

INSTRUCTIONS FOR FILLING OUT THIS FORM ARE AVAILABLE FROM THE LAND TITLES OFFICE

CHECKED BY (office use only)

BBW

(H) DATE 27th JANUARY 1995

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.

Rosemary JP 9002072
Signature of Witness

Rosemary KAY
Name of Witness (BLOCK LETTERS)

34 LLOYD ST BOXLEY NSW 2207
Address of Witness

[Signature]
Signature of Lessor

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

J. O'Connor
Signature of Witness

The Common Seal of X Quaspo Engraving Co Pty Ltd
was hereunto affixed by order
of the Board of Directors and
in the presence of:

J. O'CONNOR
Name of Witness (BLOCK LETTERS)

20 NORTON ST GLEBE
Address of Witness

[Signature]
Signature of Lessee



(I) I solemnly and sincerely declare that the time for the exercise of the Option to Renew/Purchase in expired lease No.
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

B

"A"

- 1(a) That the Lessee covenants with the Lessor to pay rent.
- 2(a) Provided that in the event of war damage, damage by fire, lightning, flood or tempest rent shall abate until the premises are restored, provided however that if the whole or any part of the building shall be taken for any public purpose or be destroyed or damaged by fire, flood, lightning, storm, tempest or other disabling cause so as in the opinion of the Lessor;
- A. To render the premises during the term substantially unfit for the use and occupation of the Lessee;
- OR
- B. So as to deprive the Lessee of substantial use of the premises;
- OR
- C. So as to render the re-building or re-construction of the said premises in its present form impracticable or undesirable then:
- i. This Lease may be determined without compensation by either the Lessor or the Lessee by notice in writing to the other of them SUBJECT HOWEVER in the case of termination of the Lessee that the Lessor shall have failed to re-build or re-instate the premises within a reasonable time after notice in writing from the Lessee;
- ii. Any such termination as aforesaid shall be without prejudice to the rights of either party in respect of any antecedent breach, matter or thing;
- iii. Nothing herein contained or implied shall be deemed to impose any obligation on the Lessor to re-build or re-instate or make

my hand
ERK *Alfred*

- 2 -

fit for occupation the premises but any monies expended by the Lessor in so doing shall not form any part of the outgoings referred to in this Lease.

2. **CONVEYANCING ACT COVENANTS:**

To the full effect of the covenants next hereinafter shortly noted as the same are set forth in words at length in the second column of Part 2 of the Fourth Schedule to the Conveyancing Act, 1919-1958.

LEAVE PREMISES IN GOOD CONDITION:

5. And to leave the premises in good repair (having regard to the condition thereof at the commencement of this Lease) reasonable wear and tear and damage by fire, lightning, flood and tempest only excepted.

LESSOR TO ENTER AND VIEW:

6. And that the Lessor may without notice at all reasonable time of the day enter and view the state of repair, and that the Lessee will repair according to notice in writing within one (1) calendar month and that in default the Lessor may repair at the Lessee's expenses.

PUBLIC AUTHORITIES:

7. And that the Lessor may enter and carry out requirements of public authorities and repairs under the Lease.

NO OFFENSIVE TRADE:

17. That the Lessee will not carry on any offensive trade.

QUIET ENJOYMENT:

21. That the Lessor subject as herein provided covenants with the Lessee for quiet enjoyment.

ADDITIONAL COVENANTS BY LESSEE:

3. To the following special additional provisions which however shall not (except in so far as the provisions hereinafter contained shall expressly negative or modify the same) be held to anyway limit

Handwritten signatures and initials:
+ JER
mynard
[Signature]

B

- 3 -

or abridge any of the provisions of the Conveyancing Act, 1900 namely:

REPAIR AND CLEANING:

- (a) Notwithstanding the provisions hereinbefore contained the Lessee will at his own expense at all times during the said term hereby granted well and sufficiently repair, maintain, cleanse and empty the demised premises the fixtures therein and all drains, sewers, closets, sanitary arrangements, cisterns, yards, pavements, gutters, walls and erections and keep both the outside and inside of the said premises in clean and attractive order and repair and condition.

FIXTURES AND FITTINGS UNDISTURBED:

- (b) That the Lessee will at the expiration or sooner determination of the said term surrender and yield up to the Lessor and subject to its obligations under Clause 2(6) hereof leave undisturbed all water, gas, electric light and other fixtures and fittings which are or may be hereinafter be put into and upon the demised premises by the Lessor in good order and condition.

USE:

- (c) That the Lessee will not without the consent in writing of the Lessor use or occupy the demised premises otherwise than for PHOTO ENGRAVING AND PHOTO LITHOGRAPHY and will ensure that the conduct and management of the premises shall at all times be of such standard and will during all proper business hours keep the premises open for business and will not in any case use the premises for storage of merchandise or manufacturing or as a sleeping place. The Lessee acknowledges that no promises, warranty or undertaking has been given by the Lessor in respect of the suitability of the premises or the building for any business to be carried out therein,

[Signature]

[Signature]

[Signature]

- 4 -

or as to any necessary approval or consent for the abovementioned use by any relevant Statutory Authority or to the fittings finishes facilities or amenities of the premises or the building otherwise than as contained in this Lease.

LICENCES:

- (d) That the Lessee will keep on foot all licenses and permits required for the carrying on of any business conducted by the Lessee in or upon the demised premises.

EXTERIOR SIGNS:

- (e) The Lessee shall not without first obtaining the written consent of the Lessor place, construct or erect on the demised premises or post or paint or otherwise affix thereto any displays advertising hoardings, posters, signs, devices or other advertising media. Such advertising media shall strictly relate to the Lessee's said business upon the demised premises, but the Lessor's consent shall not be unreasonably withheld.

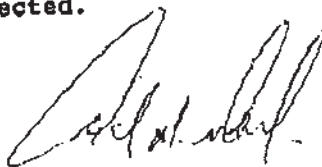
INSURANCE:

- (f) That the Lessee will upon the execution hereof effect and at all times maintain with an Insurance Company to be approved by the Lessor, the following policies of Insurance:-

(i) in the joint names of the Lessor and Lessee against breakage, loss or damage to any plate glass in the demised premises through any cause whatsoever and to the full insurable value thereof;

(ii) in respect of Public Risk for an amount of FIVE MILLION DOLLARS (\$5,000,000.00) in the joint names of the Lessor and Lessee.

The Lessee shall supply the Lessor with the Policies so effected.



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- 5 -

ACTS OR GOODS NOT PERMITTED:

- (g) That the Lessee shall not wilfully or knowingly do manufacture or permit anything to be done or bring deposit keep store or permit in the premises any goods materials or substances which may conflict with the laws relating to fires or with the by-laws or regulations of the Board of Fire Commissioners of New South Wales or such like authority or with any Acts or Regulations affecting the water supply or sewerage or the Board of Health or with the Factories Act or present or future laws or ordinances affecting the Shire or Municipality within which the demised premises are or may be situated or which may increase or contribute to the increase of the yearly premium payable on any Policy of Insurance against fire now or at any time hereafter to be effected by the Lessor PROVIDED HOWEVER that nothing herein contained shall impose upon the Lessee any responsibility or liability to effect or carry out any work of a structural nature.

HEATING:

- (h) The Lessee shall not use such methods of heating which shall conflict with the requirements of the Underwriters of the Fire Association of New South Wales. The method of heating of the demised premises used by the Lessee shall be first approved by the Lessor.

LESSEE TO INDEMNIFY LESSOR FOR NEGLIGENCE FIRE DAMAGE ETC:

- (m) The Lessee will and does hereby indemnify the Lessor from and against all actions claims demands losses damages costs and expenses for which the Lessor shall or may be or become liable in respect of or arising from:-

- (a) the negligent use misuse or abuse by the Lessee or any servant agent sub-tenant

X PRK

mywonderle

[Signature]

- 6 -

invitee of or any other person claiming through or under the Lessee of the water gas electricity lighting and other services and facilities of the demised premises or any part of the building;

- (b) overflow or leaking of water (including rain water) in or from the premises caused or contributed to by any act or omission on the part of the Lessee his servants agents sub-tenants invitees or other persons as aforesaid;

NO ENCUMBRANCES:

- (j) That the Lessee will not mortgage lien or in any way charge or encumber his interest in this Lease without the written consent of the Lessor first had and obtained.

LEGAL COSTS:

- (k) That the Lessee will on demand pay the Lessor's solicitor's costs charges and expenses of and incidental to the preparation and completion of this Lease, including Stamp Duty, Mortgagee's solicitor's costs and fees and registration fee payable to obtain a certified copy of the Lease.

LIGHT FITTINGS:

- (l) That the Lessee shall keep and maintain all light fittings in proper working order and condition and replace all tubes and parts thereof needful for the effective operation and use thereof.

OVERLOADING:

- (m) That the Lessee shall not do permit or suffer to be done upon the said premises anything in the nature of overloading the floors thereof whereby the said premises or any part thereof or the said building or any part thereof may be strained or the walls or floors caused to sag or deflect from the right line or as to damage the said premises or the said

X *PRK*

W. J. J. J.

W. J. J. J.

B

- 7 -

building or any part thereof respectively and shall not bring any iron safe or heavy machinery or goods into the said premises without the consent of the Lessor first had and obtained, in writing.

NOTICE OF SALE OR RE-LETTING:

- (n) That the Lessee will at anytime during three (3) months prior to the expiration of this Lease or any continuation thereof or during the period of any holding over hereunder permit the Lessor to affix and exhibit any notice in or about the demised premises indicating the premises to be available for sale or lease and shall permit access to the Lessor its agents or prospective purchaser or lessees.

ELECTRICAL FIXTURES:

- (o) The Lessee shall at his own expense install all electrical fixtures and fittings wiring and other things (if any) necessary for the installation of the electric light and power in the leased premises and all such fixtures and fittings and wiring and other things installed by the Lessee shall at the termination of this Lease be and become the property of the Lessor PROVIDED that any such installations shall not be made without the written consent of the Lessor's first had and obtained and provided that any such installation shall be approved and passed by the Fire Underwriters Association of New South Wales, the Sydney and Local County Council and such other Public Authority as shall be necessary.

TENANTS FIXTURES:

- (p) Notwithstanding any respective contributions of the Lessor and Lessee to the cost of the shopfront the said shopfront is part of the premises and shall remain the property of the Lessor and shall not be removed or altered without the prior consent in writing of the Lessor, nor shall any compensation be payable to the Lessee in respect of same in the

ARK *M. J. Daniels* *John. Smith*

- 8 -

event of the determination or expiration of the said Lease. Subject thereto and as hereinafter provided all other fixtures plant machinery utensils shelving counters safes and other material or articles brought onto the premises by the Lessee shall be trade or tenant's fixtures and subject to the tenant rights and the Lessee may at or prior to the expiration or sooner determination of the Lease take remove and carry away the same from the premises but the Lessee shall in such removal do no damage to the premises and shall forthwith make good any damage which he may occasion thereto. The Lessee's obligations to observe or perform this covenant shall survive the expiration or other termination of this Lease. Any trade or tenant's fixtures not removed at or prior to the expiration or sooner determination of the Lease shall be deemed to form part of the freehold property.

LESSEE TO ASSUME PUBLIC RISK:

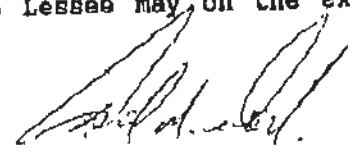
- (g) The Lessee agrees to occupy use and keep the premises at the risk of the Lessee and hereby releases to the full extent permitted by law the Lessor and its agents, servants, contractors and employees except to the extent of any negligence on their part from all claims and demands of every kind resulting from any accident, damage or injury occurring therein and the Lessee expressly agrees that the Lessor shall have no responsibility or liability for any loss or damage to stock-in-trade fittings, fixtures, signs or personal property of the Lessee or loss of profits by the Lessee.

COVENANTS BY THE LESSOR:

LESSEE'S FIXTURES:

4. The Lessor covenants and agrees with the Lessee as follows:

- (i) That the Lessee may on the expiration of this

X
  

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- 9 -

Lease provided that the Lessee shall have paid all rental and other monies payable by the Lessee hereunder remove and carry away from the said premises all fixtures, fittings, plant and machinery, utensils, shelving, counters, safes or other articles upon the said premises in the nature of trade or tenant's fixtures brought upon the said premises by the Lessee but the Lessee shall in such removal do no damage to the said premises and shall re-instate all floor coverings, walls, ceilings and the like and repair any damage thereto caused by the installation, placement and maintenance upon the premises of the fixtures, fittings and other articles as hereinbefore specified and shall forthwith make good to the satisfaction of the Lessor or its authorised agent any damage which the Lessee may occasion thereto and notwithstanding the provision relating to wear and tear in the Covenant 3(a) hereof the Lessee shall in all cases deliver up the premises with all surfaces in a clean and freshly painted condition.

VARIATION OF RENT:

RENT:

5. Notwithstanding anything hereinbefore contained the annual rental hereinbefore specified and the instalments by which such rental is payable shall be increased in the same proportion that the Index Number at the commencement of any year of the term period bears to the Index Number as at the commencement of the term. Each year shall be calculated from the date of commencement of this Lease and subsequent annual anniversaries thereof. In this clause the words "Index Number" shall mean the Consumer Price Index for Sydney published from

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- 10 -

time to time in the Commonwealth Statisticians Summary of Australian Statistics. In the event that there is a suspension or discontinuance of the Consumer Price Index for Sydney by the Commonwealth Authorities then the annual rental hereinbefore specified and the instalments by which such rental is payable shall be the mean of the rental as determined as the fair market rental value of the premises by two (2) Real Estate Valuers nominated by the then Secretary of the Real Estate Institute of New South Wales whose decision shall be conclusive and binding.

ADJOINING PREMISES:

6. It is hereby agreed and declared by and between the said Lessor and the said Lessee that in the event of any building or buildings being erected on any property adjoining the said premises in such manner that the light now obtained from any window or windows in the demised premises be shut off then the Lessor will not be held responsible to the Lessee nor will the matter be a subject for compensation or reduction of rent.

LESSEE'S DEFAULT

7. (a) If the rent hereby reserved or any part thereof or any other monies due pursuant to this Lease shall be unpaid for the space of one (1) calendar month after any of the days on which the same ought to have been paid although no formal demand shall have been made therefore;
OR
(b) If any Lessee being a Company shall pass an effective resolution to wind up (other than for the purposes of reconstruction) or shall be ordered by the Court to be wound up, or if any steps whatsoever be taken for the winding up whether compulsorily or otherwise;

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- 11 -

OR

- (c) If the Lessee being a person or persons of his, her for their estate or estates shall be declared bankrupt or if he, she or they shall compound with or assign his, her or their estate or estates for the benefit of his, her or their creditors, or if he, she or they shall suffer execution to be levied upon the demised premises on the term hereby created;

OR

- (d) In the case of breach or non-compliance or non-performance of any of the covenants conditions provisions or agreements hereby contained or implied and on the Lessee to be performed and observed THEN and in any such case it shall be lawful for the Lessor at anytime thereafter and whilst such neglect or default continues and without further notice or demand to enter (forcibly if necessary) into and upon the demised premises or any part thereof in the name of the whole and to reposes the same as of his former estate and expel the Lessee and those claiming under him and remove his effects from off the demised premises without being taken or deemed guilty of any manner of trespass or wrong but without prejudice to any action or right of action or remedy of the Lessor in respect of any breach of the Lessee's covenants herein contained or implied and that thereupon this Lease shall if the Lessor so elects determine cease and be at an end and the Lessee shall be and remain liable for the rent and any other money payable pursuant to this Lease to the date of such entry at the rate hereinbefore reserved.

- (e) Notwithstanding anything herein contained upon

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- 12 -

the Lessor becoming entitled to re-enter or determine this Lease the residue of the said term for the time being unexpired shall at the option of the Lessor immediately upon Notice of the exercise of such Option being given to the Lessee be reduced to one (1) ^{month} ~~week~~ and thereafter the tenancy thereby created shall be and remain a tenancy from month to month at a monthly rent equal to one (1) calendar month proportion of the rent payable at that time commencing from the date of service of such notice and shall be determinable by one (1) months notice to quit.

- (f) The Lessor may, but shall not be obliged to, remedy at any time without notice any default by the Lessee under this Lease and whenever the Lessor so elects all costs and expenses incurred by the Lessor (including legal costs and expenses) in remedying a default shall so constitute a liquidated debt and shall be paid by the Lessee to the Lessor on demand.
- (g) That upon the Lessor becoming entitled to re-enter the premises pursuant to any provision of this Lease the Lessee shall forthwith remove from the premises all goods (which expression where hereinafter used shall include personal property over every description) which may be thereon or therein and in default of the Lessee effecting such removal the Lessor upon entering into possession of the premises may remove all such goods from the premises to such place or places as the Lessor may see fit and shall be deemed to have the authority of the Lessee to deposit the same and at the expense of the Lessee with a warehouseman selected by the Lessor and in doing so the Lessor shall not be

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- 13 -

liable or responsible for loss or damage to or warehousing expenses in respect of the whole or any part of such goods which shall be at the Lessee's risk and expense at all times and all costs and expenses incurred by the Lessor in such removal and deposit shall notwithstanding that this Lease shall then have terminated be and be deemed to be a liquidated debt payable by the Lessee to the Lessor upon demand.

- (h) No consent or waiver expressed or implied by the Lessor to or of any breach of any covenant condition or duty of the Lessee shall be construed as a consent or waiver to any other breach of the same or any other covenant of condition or duty.

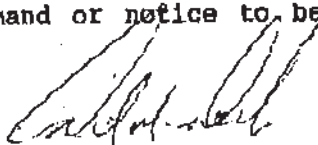
HOLDING OVER:

MONTHLY HOLDING OVER:

8. It is hereby FURTHER MUTUALLY AGREED AND DECLARED as follows:
- (a) In the event of the Lessee holding over after the expiration or prior determination of the term granted by this demise with the consent of the Lessor, the Lessee shall become a monthly tenant only of the Lessor at a monthly rental being a monthly proportion of the annual rent payable hereunder but varied as provided by Clause 5 hereof and otherwise on the same terms and conditions as those herein contained as far as applicable.

NOTICES AND INTERPRETATIONS:

- 9 (a) That the covenants powers and provisions implied in Leases by Sections 84, 85, 133 and 133A of the Conveyancing Act, 1919-1958 shall not apply to and are hereby excluded from this Lease.
- (b) That any demand or notice to be given by the



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Lessor to the Lessee shall be deemed to be duly given in writing signed by the Lessor or his agent and delivered to the Lessee personally or sent by post addressed to the Lessee at the demised premises or to the last known address of the Lessee.

- (c) Where the context so admits in the construction of any covenant or proviso or other provision contained or implied in this Lease words importing the singular or plural number or the masculine gender shall be read as also importing and including the plural or singular number and the feminine gender as the case may require, and a covenant, proviso or provision in which more persons than one are by the context deemed to covenant agree or appoint, shall be deemed to bind and extend to such persons and any two of them severally (whenever a corporation shall be a party hereto either as Lessor or Lessee the words "Lessor", "Lessee" or "Persons" whenever herein used shall be deemed to mean and include such corporation, its successors, assignees and transferees) and the word "Lessee" or "Guarantor" shall include his executors, administrators, successors and permitted assignees and the word "Lessor" shall mean and include the Lessor's executors, administrators, successors and assigns.

DEEMED AGREEMENT UNDER SEAL:

10. That this document shall be deemed an agreement under seal for the granting of such a Lease as is hereby purported to be granted and the covenants and conditions herein contained shall be deemed to bind the parties in the same manner as if **THIS DOCUMENT WERE REGISTERED NOTWITHSTANDING THAT IT MAY BE** held that no estate passes hereunder **PROVIDED** that should

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C. B. W.

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- 15 -

the Lessee require registration the Lessor will procure the same but any necessary survey and the registration of such Lease and the obtaining of all necessary consents thereto shall be at the cost or expense of the Lessee.

11. The Lessee shall advise the Lessor and the Managing Agent of the building for the time being of the private address and telephone number of the Lessee or if the Lessee shall be a corporation of the Manager thereof or if there shall be more than one Lessee of each of them. The Lessor and the Managing Agent shall be promptly informed of any change of such address and telephone number.

LOCK UP:

12. The Lessee will use his best endeavour to protect and keep safe the demised premises and any property contained therein from theft or robbery and shall keep all doors windows and other openings closed and securely fastened when either the Lessors or any responsible employee or agent of the Lessee is not present on the demised premises or the demised premises are not open for business and the Lessee may maintain such security or other services as may be necessary for this purpose.

LESSEE'S INDEMNITY:

13. The Lessee will indemnify and hold harmless the Lessors from and against all damages sums of money costs charges expenses actions claims and demands which may be sustained or suffered or recovered or made against the Lessors by any person for any loss damage or injury such person may sustain when using or entering portion of the premises or building whether in the occupation of the Lessors, the Lessee or any other person whether or not such injury arises or has arisen as a result of any act or omission neglect breach or default by the Lessee or

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Mr. Sande
[Signature]

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any servant agent clerk workman employee or invitee of the Lessee or as a result of the creation of some dangerous thing or state of affairs by the Lessee or by any clerk servant agent workman employee or invitee of the Lessee and whether the existence of such dangerous thing or state of affairs was or ought to have been known to the Lessor or not. It is hereby expressly agreed and declared that the Lessors shall not be liable for any damage the Lessee or its clerks servants licensees invitees workmen employees agents customers or visitors of the Lessee may suffer by reason of any injury or damage to any person or property who or that may be at any time in the premises or building arising from any cause or reason whatsoever but including the overflow of water supply or rain water which may leak into the demised premises or any premises attached to or connected with the same or from any parts of the demised premises or any building attached to or connected with the same or arising from any defects in gas, electric or water supply connection or fittings or appliances used in connection thereof.

ASSIGNMENT:

14. The Lessee will not during the continuance of this Lease assign or transfer the demised premises thereof or any estate or interest therein or by any act or deed procure the demised premises or any part thereof or any estate or interest to be assigned or transferred unless;

(a) the Lessee is not at the time of such assignment or transfer in default in the observance or performance of the covenants and agreements on the Lessee's part herein contained;

(b) the Assignee or Transferee enters into a

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- 17 -

covenant with the Lessor that he will duly perform and keep the covenants and agreements on the Lessee's part herein contained;

- (c) the Lessee pays the Lessor a reasonable fee to cover the Lessor's costs and disbursements of and incidental to the giving of its consent; and in any case with the prior written consent of the Lessor and subject to the Lessee complying with all the foregoing provisions of this sub-clause such consent shall not be unreasonably withheld.

RENT:

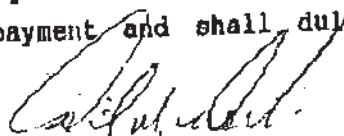
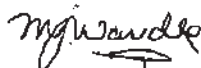
15. The Lessee shall pay to the Lessor the annual rent as follows:-

- (a) TWENTY EIGHT THOUSAND SIX HUNDRED DOLLARS (\$28,600.00) per annum for the first year of the term of this Lease;
- (b) TWENTY NINE THOUSAND SIX HUNDRED AND FORTY DOLLARS (\$29,640.00) per annum for the second year of the term of this Lease;
- (c) THIRTY THOUSAND SIX HUNDRED AND EIGHTY DOLLARS (\$30,680.00) for the third year of the term of this Lease.

The rent shall be payable calendar monthly in advance to the Lessor or as he may direct by calendar monthly instalments.

OPTION:

16. It is hereby expressly agreed and declared that if the Lessee shall desire to take a renewed Lease of the demised premises for a further term of THREE (3) YEARS from the expiration of the term of this Lease and of such desire shall prior to the expiration of the said term give to the Lessor not less than THREE (3) CALENDAR MONTHS PREVIOUS NOTICE IN WRITING and shall in the meantime duly and punctually pay the rent reserved by this Lease at the time herein appointed for payment and shall duly perform and



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observe the covenants and agreements by and on the part of the Lessee contained in this Lease up to the expiration of the term hereby granted including covenant to pay rent the Lessor will at the cost of the Lessee demise to the Lessee the said premises hereby demised for a further term of **THREE (3) YEARS** at a rental to be determined by either of the following methods whichever is the greater:-

(a) by increasing the rent in the same proportion that the Index Number as at the expiration of the term of the Lease increases in relation to the Index Number at the commencement of the final year of the term of this Lease. In this clause the words "Index Number" shall mean the Consumer Price Index for Sydney published from time to time in the Commonwealth Statisticians Summary of Australian Statistics. In the event that there is any suspension or discontinuance of the Consumer Price Index by the Commonwealth Authorities then "Index Number" shall mean the New South Wales Male Basic Wage applicable in the City of Sydney.

(ii) the mean of the rental as determined as the fair market rental value of the premises by two
(2) Real Estate Valuers nominated by the then Secretary of the Real Estate Institute of New South Wales

PROVIDED ALWAYS that notwithstanding such determination the rental payable by the Lessee in respect of the renewed term shall not be less than the rental for the final year of the term of this Lease. The said Lease shall be otherwise on the same terms and conditions as this Lease with the exception of this clause.

17. Notwithstanding anything else herein contained the Lessee shall be responsible for payment of the sum of

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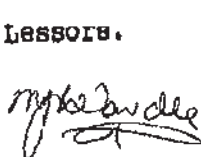
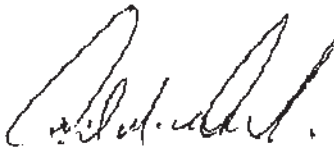
- 19 -

in respect of each electricity account received in respect of the whole building known as 182 Victoria Road Marrickville which the Lessor accepts as a reasonable contribution by the Lessee in respect to the electricity account in respect of the building.

18. It is agreed that clause 5 of this Lease shall not apply for the first three (3) years of the term of this Lease.

BANK GUARANTEE:

19. The Lessee shall deliver to the Lessor upon the commencement hereof a Bank Guarantee in favour of the Lessors from a Bank carrying on business in Sydney to secure payment of to the Lessors of the sum of SEVEN THOUSAND ONE HUNDRED AND FIFTY DOLLARS (\$7,150.00). The Guarantee shall be released to the bank by the Lessors upon the termination of this Lease or any renewal thereof and the Lessee vacating the premises and upon the Lessee having performed and observed the covenants, agreements and provisions herein contained. The Lessors shall be entitled to require payment pursuant to the Guarantee in respect to any monies payable pursuant to this Lease and not paid by the Lessee. Acceptance of this Guarantee or payment thereunder shall not be deemed to satisfy or limit the rights of the Lessors.

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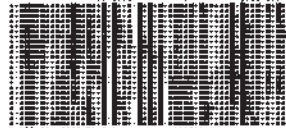
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TRANSFER

Real Property Act, 1900



U

964260 R

Office of State Revenue use only

00*24

E0/986668002 40 1250 462122

(A) LAND TRANSFERRED

Show no more than 20 References to Title.
If appropriate, specify the share transferred.

Folio Identifier 6/226899

(B) LODGED BY

L.T.O. Box

265K

Name, Address or DX and Telephone

PROCTOR SERVICES

C/- DUNHILL MADDEN BUTLER

REFERENCE (max. 15 characters): REA 817687.

(C) TRANSFEROR

STANDARD ENGRAVING CO PTY LIMITED (ACN 000 152 429)

(D) acknowledges receipt of the consideration of \$490,000.00

and as regards the land specified above transfers to the transferee an estate in fee simple

(E) subject to the following ENCUMBRANCES 1. 2. 3.

(F) TRANSFEE

T

ROBERT GABRIEL GARDOS

as joint tenants/tenants in common

(G)

(H) We certify this dealing correct for the purposes of the Real Property Act, 1900. DATE 18 January 1995

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

THE COMMON SEAL OF STANDARD ENGRAVING CO PTY LIMITED
was hereto affixed by authority of the directors)

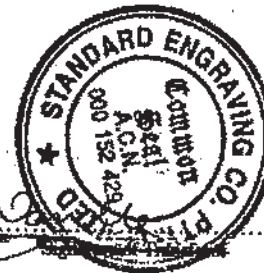
in the presence of: Signature of Witness)

Name of Witness (BLOCK LETTERS)

Secretary

Address of Witness

Director



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

J. O'Connor

Signature of Witness

J. O'CONNOR

Name of Witness (BLOCK LETTERS)

20 NORTON ST. GLEBE

Address of Witness

Signature of Transferee's solicitor
Roy Frederick Arns

CHECKED BY (office use only)

G. 1
NEW SOUTH WALES

FICATE OF TITLE
ERTY ACT, 1900, as amended.



10123057

Application No. 28286

Prior Title Volume 9967 Folio 40



Vol. 10123 Fol. 57
CANCELLED

1st Edition issued 28-9-1965

SEE AUTO FOLIO

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.

Witness

J. Charles

Jawatson
Registrar-General.



ESTATE AND LAND REFERRED TO

Estate in Fee Simple in Lot 6 in Deposited Plan 226899 in the Municipality of Marrickville Parish of Petersham and County of Cumberland being part of 470 acres granted to Thomas Moore on 5-10-1799.

FIRST SCHEDULE (continued overleaf)

~~FRANK & DRYCE BENEFIT PTY. LIMITED.~~

Jawatson
Registrar General.

SECOND SCHEDULE (continued overleaf)

- GRY 1. Reservations and conditions, if any, contained in the Crown Grant above referred to.
Rcz 2. Right of Carriageway appurtenant to the land above described created by the registration of Deposited Plan 224400p See J930488.
EWZ 3. Easement to drain water appurtenant to the land above described created by the registration of Deposited Plan 224400p See J930488.
ED 4. Easement for drainage created by Transfer No. J871567 affecting the part of the land above described 4 feet wide designated H in the plan hereon DP 226899.
RF 5. Right of Footway affecting the part of the land above described shown in the plan hereon as 10 feet wide Right of Footway and Easements designated "E" created by the registration of Deposited Plan 226899p See K110856.
EW 6. Easement to drain water affecting the part of the land above described shown in the plan hereon as 10 feet wide Right of Footway and Easements designated "E" created by the registration of Deposited Plan 226899p See K110856.
ES 7. Easement to drain sewage affecting the part of the land above described shown in the plan hereon as 10 feet wide Right of Footway and Easements designated "E" created by the registration of Deposited Plan 226899p See K110856.
CH 8. Easement to maintain existing eaves and gutters coping and projecting pipes affecting the part of the land above described shown in the plan hereon as 10 feet wide Right of Footway and Easements designated "E" created by the registration of Deposited Plan 226899p See K110856.
EWZ 9. Easement to drain water 4 feet wide appurtenant to the land above described created by the registration of Deposited Plan 226899p See K110856.
ES 10. Easement to drain sewage over existing pipes designated "M" to "W" in the plan hereon appurtenant to the land above described created by the registration of Deposited Plan 226899p See K110856.

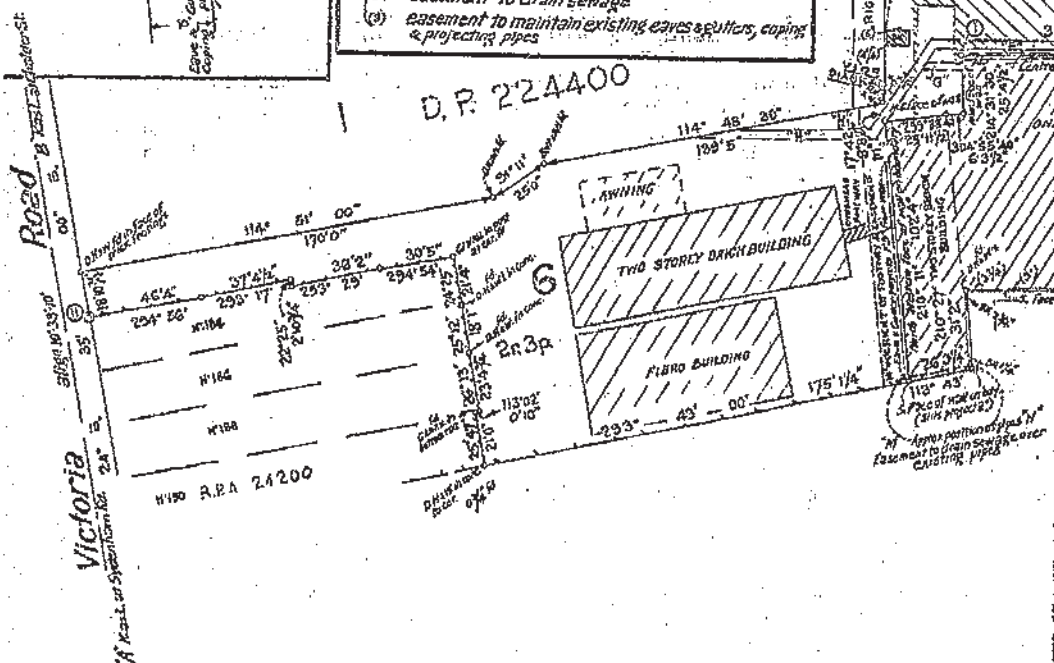
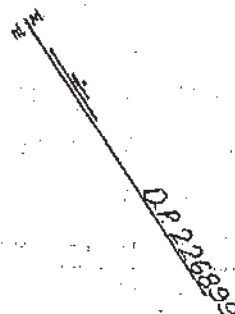
Jawatson
Registrar General.

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Reg. Gen.
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WARNING: THIS DOCUMENT MUST NOT BE REMOVED FROM THE LAND TILES OFFICE.



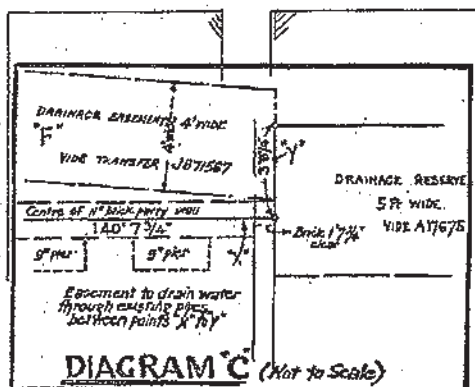
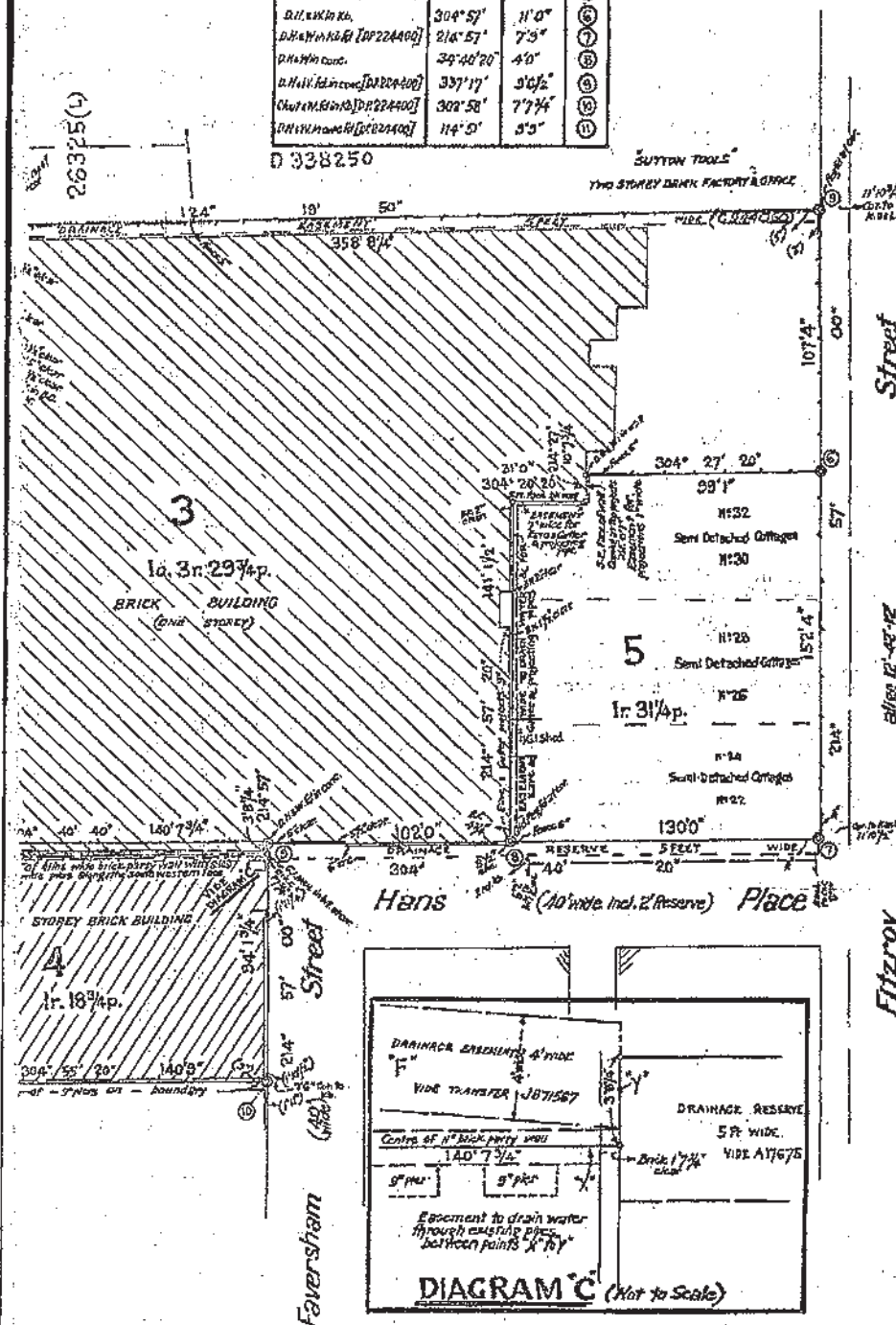
Vol 10123 Fol 57

REFERENCE MARK	BEARING	DISTANCE	TO CORNER
Old W.M. face of brick	124° 40' 00"	6' 7 1/2"	①
Old W.M. (in corner) [DPE20406]	214° 55' 00"	3' 4 1/2"	②
Old W.M. " " " "	168° 14' 30"	50 1/4"	③
Old W.M. [DPE32503]	121° 55' 10"	11' 6 7/8"	④
Old W.M. [DPE22406]	315° 54'	11' 7 3/4"	⑤
Old W.M. [DPE22406]	304° 57'	11' 0"	⑥
Old W.M. [DPE22406]	216° 57'	7' 5"	⑦
Old W.M. [DPE22406]	34° 40' 20"	4' 0"	⑧
Old W.M. [DPE22406]	337° 17'	5' 6 1/2"	⑨
Old W.M. [DPE22406]	302° 58'	7' 7 3/4"	⑩
Old W.M. [DPE22406]	114° 5'	5' 5"	⑪

D 338250

SUTTON TOWNS

THE STOREY BRICK FACTORY OFFICE



SECOND SCHEDULE (continued)

FORM NO. ~~16~~ 161A

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

Should any transaction affecting the land in this application be entered into subsequent to the date of the application, but prior to the issue of the Certificate of Title, the Registrar General should be informed immediately, and all documents evidencing such transaction should be lodged.

[illegible]

- (1) 7th October 1901 / Conveyance The Bank of Australasia to Anna Iverson Registered No. 250 Book 703.
- (2) 24th December 1901, Mortgage - Anna Iverson to The City Mutual Life Assurance Society Limited Registered No. 251 Book 703.
- (3) 31st January 1905 / Discharge of last Mortgage (endorsed) Registered No. 985 Book 774.
- (4) 31st January 1905 / Mortgage - Anna Iverson to The City Mutual Life Assurance Society Limited Registered No. 986 Book 774.
- (5) 14th August 1905 Discharge of last Mortgage (endorsed) Registered No. 655 Book 786.

The prior title deeds have been produced in Applications Numbers 4047 and 24200

To include not only Little Bends, etc., but also Flau, if any, and Surveyor's Declaration verifying same.

(TO BE SIGNED BY AFFIDAVANT IMMEDIATELY BELOW THE LAST DOCUMENT SUBMITTED)

SCHEDULE REFERRED TO.

(RULE UP ALL BLANKS BEFORE SIGNING)

the same. If it is determined that any alterations are necessary, the applicant may make a statutory declaration stating, in what manner he desires the alterations to be made, and the Registrar General considers that a fresh application ought to be made, and as one with the application.

(Signature of Applicant)

stated.
 and account, should be
 together with his residence
 name of the husband.
 If to a married woman, the
 tion.
 of by Registered Declara-
 tion by Certificate of Birth,
 should be stated, and ver-
 If to an infant, the age
 of months in common,
 whether as joint tenants
 If to wife or more, state
 dation.
 with children and one-
 with same at all length,
 If to other person,
 as to appearance, age, my-

Ferguson Petlin Limited

SYDNEY FRANK PALMER

To the Registrar General,—

[illegible]

this 19th day of January 1927
 in the presence of 12

SYDNEY FRANK PALMER

Made and subscribed by the above-named

(RETURN TO ALL BANKS BEFORE SIGNING)

the number of day of January

And ^{we} further declare, that the annexed Schedule, to which ^{my} signature is affixed, and which is to be taken as part of this Declaration, contains a full and correct list of all settlements, deeds, documents, or instruments, maps, plans and papers relating to the land comprised in this application, so far as ^{we} have any means of ascertaining the same, distinguishing such as being in ^{my} possession or under ^{my} control, are herewith lodged and indicating where or with whom, so far as known to ^{me}, any others thereof are deposited; Also, that there does not exist any fact or circumstance whatever material to the title, which is not hereby fully and fairly disclosed in the utmost extent of ^{my} knowledge, information, and belief; and that there is not, to ^{my} knowledge and belief, any action or suit pending affecting the said land, nor any person who has or claims any estate, right, title or interest therein, or in any part thereof, otherwise than by virtue and to the extent of some lease or tenancy hereby fully disclosed.

[Handwritten signatures]