# **Aleksandar Radovic**

From:

Aleksandar Radovic

Sent:

Wednesday, 7 October 2015 3:38 PM

To: Cc: 'Barry Ryan' Craig Izzard

Subject:

RE: re rail surveillance camera footage

Hi Barry,

Brendon Qillies ph:

from Sydney trains will be able to get you the footage.

My colleague Brendon Andrei provided his contact details as they're good friends.

Handy contact to have for future jobs.

Thanks,

#### Alek Radovic

Illegal Dumping Officer Blacktown City Council

P 02 9839 6830 | M 0407 579 225 | F 02 9831 1961 E <u>aleksandar.radovic@blacktown.nsw.gov.au</u> 62 Flushcombe Road Blacktown PO Box 63, Blacktown NSW 2148 http://www.blacktown.nsw.gov.au

# Blacktown City Council

From: Barry Ryan [mailto:BRyan@penrithcity.nsw.gov.au]

Sent: Wednesday, 23 September 2015 1:34 PM

To: Aleksandar Radovic

Subject: RE: re rail surveillance camera footage

No luck his contact didn't come through -seems like they have the same issue of getting a good contact at state rail that we have

From: Aleksandar Radovic [mailto:Aleksandar.Radovic@blacktown.nsw.gov.au]

Sent: Wednesday, 23 September 2015 11:31 AM

To: Barry Ryan

Subject: RE: re rail surveillance camera footage

Did we have any luck?

# Alek Radovic

Illegal Dumping Officer Blacktown City Council

P 02 9839 6830 | M 0407 579 225 | F 02 9831 1961

E aleksandar.radovic@blacktown.nsw.gov.au

62 Flushcombe Road Blacktown

PO Box 63, Blacktown NSW 2148

http://www.blacktown.nsw.gov.au

# Blacktown City Council

From: Barry Ryan [mailto:BRyan@penrithcity.nsw.gov.au]

Sent: Thursday, 17 September 2015 3:49 PM

To: Aleksandar Radovic; Craig Izzard

Subject: FW: re rail surveilance camera footage

Maybe we will get somewhere

III let you know

Barry

From: Barry Ryan

Sent: Thursday, 17 September 2015 3:49 PM

To: 'Mark Curran'

Subject: RE: re rail surveilance camera footage

Yes it is it's the level crossing at vineyard - bandon RD

Occurred last Thursday night Friday morning

barry

From: Mark Curran [mailto:MCurran@ARTC.com.au]

Sent: Thursday, 17 September 2015 2:28 PM

To: Barry Ryan Cc: Craig Izzard

Subject: RE: re rail surveilance camera footage

Hi Barry

If it's a passenger line, I have a contact in NSW Trains that may be able to assist, assuming this is what you are after?

Peta Fisher
Environmental Professional
SEQR
Engineering and SEQR
NSW Trains
T 02 85750866 | M 0477725990
Level 1, West Wing, Central Station
PO Box K349, Haymarket NSW 1238

Cheers,

Mark Curran Environmental Officer - Interstate

ARTC

P. 0266 917 938M. 0467 735 321

E. MCurran@ARTC.com.au

Australian Rail Track Corporation Dyraaba Street Casino NSW 2470

#### artc.com.au

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From: Barry Ryan [mailto:BRyan@penrithcity.nsw.gov.au]

Sent: Thursday, 17 September 2015 11:05 AM

To: Mark Curran Cc: Craig Izzard

Subject: re rail surveilance camera footage

Mark – I recognise this won't be your area in the rail network, but we recently had a substantial dump of asbestos in the vineyard area. We believe that the truck would have gone over the level crossing and may have been caught on the surveillance camera footage on the rail crossing.

Do you have a contact that I can talk to re surveillance camera footage?

Regards

Barry



Barry Ryan| Co-ordinator
REGIONAL ILLEGAL DUMPING SQUAD

### WESTERN SYDNEY

207-209 Queen Street ST MARYS NSW 2760 PO Box 60 PENRITH NSW 2751

Tel: 02 4732 7447 | Fax: 02 4732 7400

Mob: 0417 040597 | Email: bryan@penrithcity.nsw.gov.au

Report Illegal Dumping EPA HOTLINE: 131 555

This message has been scanned for malware by Websense. www.websense.com

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# **Aleksandar Radovic**

From: Edward White <Edward.White@hawkesbury.nsw.gov.au>

Sent: Friday, 11 September 2015 4:56 PM

To: Aleksandar Radovic

Cc: Emmanuel Isbester; Garry Collins; Ray Robinson; Russell Garland; Steven Burns

Subject: Asbestos concern along Bandon Road

Importance: High

Hi,

As discussed, demolition waste (may contain asbestos) have been dumped along Bandon Road in Vineyard. As per the map below, the green circle indicates the waste that appears to be in the Hawkesbury LGA. Both red circles indicate the waste that appears to be in the Blacktown LGA. The waste has been covered and signs have been put up. Hawkesbury City Council will arrange for the removal of the waste in their LGA (indicated by the green circle on map below). As the waste identified by the red circles below appears to be in the Blacktown LGA, Hawkesbury City Council is referring the cleaning up of this waste to Blacktown Council.

Please phone me if additional information is needed.

Regards

### **Edward White**

Environmental Health Officer

Hawkesbury City Council

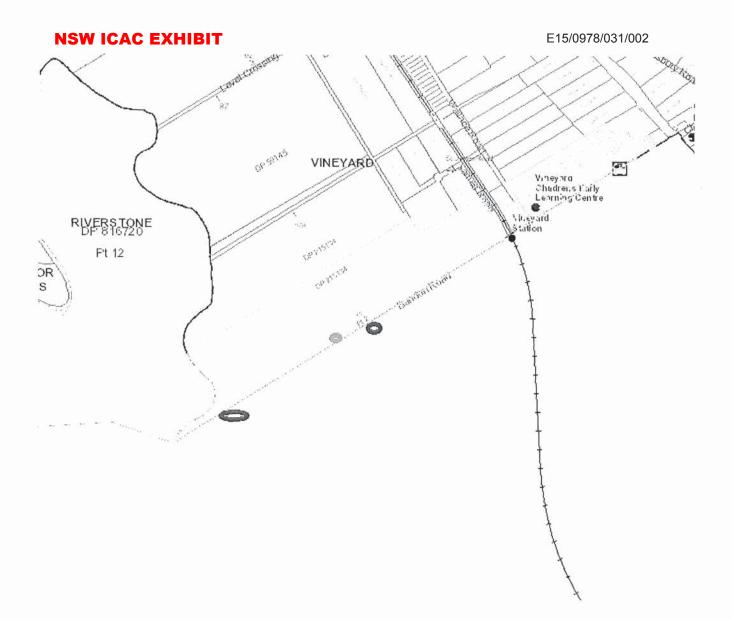
A: 366 George Street WINDSOR NSW 2756

P: PO Box 146 WINDSOR NSW 2756 T: (02) 4560 4575 F: (02) 4587 7740

E: ewhite@hawkesbury.nsw.gov.au

W: www.hawkesbury.nsw.gov.au

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# **Aleksandar Radovic**

From:

Aleksandar Radovic

Sent:

Friday, 2 October 2015 12:16 PM

To:

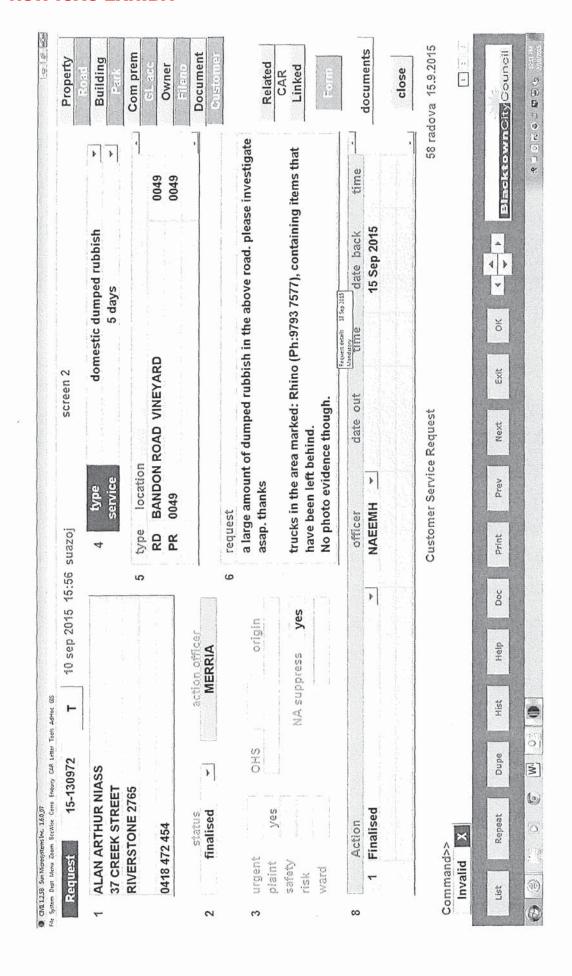
'Craig Izzard' Bandon Rd Job

Subject: Attachments:

20150915\_111141.jpg; 20150915\_111309.jpg; 20150915\_111409.jpg

Hi Craig,

Details of the informant and info for the job at Bandon Rd near Vineyard station below.



# **Aleksandar Radovic**

From:

Aleksandar Radovic

Sent:

Monday, 2 November 2015 9:06 AM

To:

Craig Izzard

Cc:

Noel Weir; Jason Potbury

Subject:

FW: Removal of Illegal Dumping at Lot 28 Honeycombe Drive, Eastern Creek

Attachments:

151029\_LL\_Illegal Dumping.JPG; Lot 28, Honeycombe Drive, Eastern Creek.pdf

Hi Craig,

For your action.

Council Ref No. C15/52059

At the beginning of the year there was a "Jet Skip" bin filled with asbestos at this exact location which I managed to arrange for the owner of the skip bin company to remove.

As per the attached photo another Jet Skip bin filled with domestic rubbish as appeared again. Please liaise with the owner to get this bin removed (number displayed on skip bin).

Council will have to remove the surrounding rubbish unless we can identify an offender.

The area is starting to reappear as a hot-spot, we need to discuss cameras for the site.

Regards,

Alek Radovic

Illegal Dumping Officer Blacktown City Council

P 02 9839 6830 | M 0407 579 225 | F 02 9831 1961 E aleksandar.radovic@blacktown.nsw.gov.au

62 Flushcombe Road Blacktown PO Box 63, Blacktown NSW 2148 http://www.blacktown.nsw.gov.au

# Blacktown City Council

From: Michaela George [mailto:Michaela.George@frasersproperty.com.au]

Sent: Thursday, 29 October 2015 1:11 PM

To: Blacktown Council Cc: Mark Hanna

Subject: Removal of Illegal Dumping at Lot 28 Honeycombe Drive, Eastern Creek

To whom it may concern,

I am writing on behalf of Frasers Property to notify Blacktown City Council of illegal dumping that has taken place on Lot 28 Honeycombe Drive, Eastern Creek.

Attached is an image of the illegal dumping for your reference and a screenshot of where our site is located indicated by the red 'X'. Please ensure that it is removed from the site.

Regards,

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Michaela George Contracts Administrator Frasers Property Australia

Tel: 02 9767 2658 Rhodes NSW 2138 www.frasersproperty.com.au

Australand is now Frasers Property Australia.



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# **Aleksandar Radovic**

From:

Aleksandar Radovic

Sent:

Wednesday, 25 November 2015 8:20 AM

To:

Glenn Apps

Subject:

RE: Bandon Rd, Vineyard

Thanks Glenn.

**Alek Radovic** 

Illegal Dumping Officer Blacktown City Council

P 02 9839 6830 | M 0407 579 225 | F 02 9831 1961 E <u>aleksandar.radovic@blacktown.nsw.gov.au</u> 62 Flushcombe Road Blacktown PO Box 63, Blacktown NSW 2148 http://www.blacktown.nsw.gov.au

# Blacktown City Council

From: Glenn Apps

**Sent:** Tuesday, 24 November 2015 4:36 PM **To:** Aleksandar Radovic; Jason Roberts

Cc: Peter Seymour

Subject: RE: Bandon Rd, Vineyard

All good, there is an approval for filling as part of the Riverstone West Precinct works.

Regards, Glenn Apps TEAM LEADER REGULATORY PLANNING Blacktown City Council 9839 6217

From: Aleksandar Radovic

Sent: Tuesday, 24 November 2015 3:41 PM

To: Glenn Apps; Jason Roberts

Cc: Peter Seymour

Subject: Bandon Rd, Vineyard

Hi Glen/Jason,

I received a call today from Hawkesbury Council reports of thousands of tonnes of fill going in on a property daily near the sewage plant at Bandon Rd, Vineyard.

Has this crossed your desk or is part of any approved works?

Let me know if you want me to organise the RID Squad to investigate.

Regards,





File No. E22787 AA 6th November, 2015

Jarvis Constructions Pty Ltd c/- Calibre Demolition Excavation Pty Ltd PO Box 3531 **RAMSGATE NSW 2217** 

RE:

**ENVIRONMENTAL SITE INSPECTION AT** 

649-651 OLD SOUTH HEAD ROAD, ROSE BAY, NSW

### 1 - INTRODUCTION

Environmental Investigations (EI) has pleasure in submitting this Environmental Site Inspection report for the above site. This report specifically relates to an inspection of natural light grey / brown silty sand; natural orange / yellow / brown sand with coffee rock; and natural orange / yellow sandstone with ironstone staining intended for removal from the above site for fill and/or landfill disposal purposes.

### 2 - SITE IDENTIFICATION AND FORMER LAND USE

The site is located on the eastern side of Old South Head Road, within the Local Government Authority of Woollahra Municipal Council, in the Parish of Alexandria and County of Cumberland. The site is a rectangular shaped block and was found to be vacant. Previous use of the site was residential and comprised of two separate dwellings. The site was bound by Old South Head Road to the west and residential dwellings to the north, south and east.

The Sydney Heads Acid Sulfate Soil Risk Map (1:25,000 scale; Murphy, 1997), (supplied by the Sydney South Coast, Geographical Information Systems Unit of the NSW Department of Land and Water Conservation) was reviewed, in conjunction with the Guidelines for the Use of Acid Sulfate Soil Risk Maps (Naylor et al., 1998). The map indicated that the site lies within an area classified as being of No Known Occurrence. In such cases, acid sulfate soils (ASS) are not known or expected to occur and 'land management activities are not likely to be affected by ASS materials'.



**CAC EXHIBIT** 



Environmental Site Inspection 649-651 Old South Head Road, Rose bay, NSW. Report No. E22787 AA 6th November, 2015



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# 3 - SITE OBSERVATIONS

Based on a site inspection by EI on 5th November, 2015, the following observations were made:

- At the time of the inspection, the site was found to be vacant with all structures demolished and removed off site. Excavation works were underway with removal of fill/topsoil materials completed.
   The targeted area of the site was being prepared for excavation works with the eastern end of the site to be excavated down to depths of up to 3.0m below ground level (BGL) down to street level across the site.
- The material targeted for offsite disposal was identified across the area of excavation. This material
  was free of overlying fill or topsoils. Fill materials were removed and stockpiled separately prior to
  excavation of any natural material.
- Visual inspection of the soil profile from test hole locations during the former geotechnical investigation
  confirmed natural light grey / brown silty sand, medium grained, dry, no odour (0.0-0.6m BGL);
  overlying natural orange / yellow / brown sand with coffee rock, medium grained, dry, no odour; and /
  or natural orange / yellow sandstone with ironstone staining light brown, extremely weathered, dry no
  odour (0.6-3.0m BGL).

Based on anecdotal information provided by Calibre Demolition Excavation Pty Ltd (earthworks contractor), the targeted area(s) for excavation would be across the majority of the site. It is envisaged that the excavation will be conducted down to depths of up to 3.0m BGL resulting in approximately 1,800m³ of excavated natural light grey / brown silty sand; natural orange / yellow / brown sand with coffee rock; and natural orange / yellow sandstone with ironstone staining to be taken offsite for fill and/or landfill disposal purposes.

Environmental Site Inspection 649-651 Old South Head Road, Rose bay, NSW. Report No. E22787 AA 6th November, 2015



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# 4 - CONCLUSIONS AND RECOMMENDATIONS

Based on the above observations, it is concluded that:

- The natural light grey / brown silty sand; natural orange / yellow / brown sand with coffee rock; and natural orange / yellow sandstone with ironstone staining intended for offsite disposal was visually inspected and no laboratory analysis was conducted.
- On the basis of site observations and provided that the material is not mixed with any other anthropogenic or potential inclusions (e.g. filling, concrete, fibrous cement sheeting, etc.) during handling it is considered that the natural insitu material observed is suitable for:
  - Reuse on other sites subject to prior approvals/consents from the receiving site and relevant authorities, as required, or;
  - Disposal to an appropriately licensed landfill as Virgin Excavated Natural Material (VENM), according to Schedule 1 of the Protection of the Environment and Operations Act 1997 (POEO Act 1997).

Any excavated material exhibiting obvious signs of contamination would not be classified as VENM and should be stockpiled and assessed separately.

Prior arrangements with the destination site and/or relevant authorities should be obtained prior to the disposal of any material.

Environmental Site Inspection 649-651 Old South Head Road, Rose bay, NSW. Report No. E22787 AA 6th November, 2015



# 5 – LIMITATIONS

This letter report was prepared by EI for the sole use of Jarvis Constructions Pty Ltd for the particular project described and no responsibility is accepted for the use of any part of this letter in any other content or for any other purpose.

El has used a degree of care, skill and diligence normally exercised by consulting engineers in similar circumstances and locality. No other warranty expressed or implied is made or intended.

El remains the property of this letter report subject to payment of all fees due for the environmental site inspection. The report shall not be reproduced except in full and with prior written permission by El.

Should you require any further information regarding the above please do not hesitate to contact the undersigned.

For and on behalf of, Environmental Investigations



Enclosed - Figure 1 -Locality Plan

### References

EPA (2014) Waste Classification Guidelines, NSW EPA 2014/0796, November 2014.

# Certification: Virgin excavated natural material

I [full name]
 of [organisation and address]

ATM Excavation & demolition to per hire pty LTD

certify that the waste as set out in section 2 of this notice is Virgin Excavated Natural Material (VENM) as defined in Schedule 1 of the *Protection of the Environment Operations Act 1997*.

This certification is made on behalf of the waste generator [fill out if applicable] being [full name]

of [organisation and address]

SP tipper think pty Ltd

The waste was generated at: Street address:

Bindon Road, Piverstone

Title reference (Lot/DP, etc.):

The amount of waste (by volume or weight) is:

3. I have made the determination that the waste is VENM because

I have assessed the historical and current land use of the site at which the waste was generated.

The waste is not contaminated with manufactured chemicals, or with process residues, as a result of industrial, commercial, mining or agricultural activities.

The waste does not contain any sulfidic ores or soils.

The waste does not contain any other waste.

The waste does not contain asbestos in any form.

Note: that all sections of this form must be completed including all boxes checked in Section 3 above and signed below for any material to be certified as VENM.

Signature(s)

Name(s) (printed)

Date

Warning:

There are significant penalties under s.144AA of the *Protection of the Environment Operations Act 1997* for a person who supplies (whether knowingly or not) information that is false or misleading in a material respect about waste.

This certificate is intended to assist waste generators, contractors and/or receivers of VENM to have confidence that a range of relevant factors have been considered in the classification

# Wayne Smith

From:

Angus McVay [Angus.McVay@sakkara.com.au]

Sent:

Monday, 7 December 2015 2:26 PM

To:

Rebecca Gordon

Cc:

Lana Murphy | PRD Commercial

Subject:

RE: Sakarra: Bandon Rd

Hi Rebecca,

That photo seems to be taken from Bandon Rd at Vineyard. A tenant has leased that yard space from us and I understand they have been talking with Council about a DA (we have not completed a Owners Consent for these tenants as yet).

Their details are: ATM Excavation & Demolition Tipper Hire Pty Ltd Contact person is: Ali Taleb or Nosir Kabite Contact number:

I have Cc'ed in Lana Murphy from PRD. They are our property managers and can assist if you require further information.

Our understanding is the tenant will be utilising the area for a yard for their excavation and truck hire business.

Regards,

Angus McVay Development Manager

SAKKARA

Level 9, 9 Young Street SYDNEY NSW 2000 AUSTRALIA

PO BOX R544 ROYAL EXCHANGE NSW 1225

P: +61 2 8248 7900 F: +61 2 8248 7999 M: +61 412 658 557

E: angus.mcvay@sakkara.com.au

W: www.sakkara.com.au

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----Original Message----

From: Rebecca Gordon [mailto:Rebecca.Gordon@blacktown.nsw.gov.au]

Sent: Monday, 7 December 2015 2:15 PM

To: Angus McVay <Angus.McVay@sakkara.com.au>

Subject: FW: Sakarra: Bandon Rd

Hi Angus,

Council is trying to establish if consent has been obtained for these works?

Vol 9

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Please see attached photo.

Regards

Rebecca Gordon
Senior Town Planner
Development Services Unit
Blacktown City Council | www.blacktown.nsw.gov.au
Ph: 02 9839 6222 (Mondays & Tuesdays (10am-2pm only) and Wednesdays & Thursdays) | Fx: 02
9831 1961 rebecca.gordon@blacktown.nsw.gov.au
PO Box 63, Blacktown NSW 2148

### DISCLAIMER

Whilst the advice provided is given in good faith, there is no guarantee that Council will support and approve any proposal until a full and detailed assessment of the proposal has been undertaken and a development consent has been granted by Council.

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\*

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# LINSW ICACOEXIMIBITAL Premises



(where the period is for 3 years or less (including any option period) and to which the Retail Leases Act 1994 does not apply)

This form should not be used if the term of the lease (including the period of any option of renewal) exceeds three years. Delete whichever of alternate clauses 23A/23B and 24A/24B are not to apply- See clause 26. 2. This Deed of Lease is made the 20 **PARTIES** LESSOR ["the Lessor"] Registered for GST Yes ACNIABN 84 649 769 453 Name/s: Or Corporation Name: Riverstone Parade Pty Ltd atf Riverstone Parade Unit Trust Address: C/- PO Box 6191, Baulkham Hills NSW 2153 Phone: 02 9680-3300 Mobile: Fax: 02 9680-3611 Email: LESSOR'S AGENT ACN ABN 90 087 635 701 Name: PRDNationwide Norwest Address: 402, 10 Century Circuit Baulkham Hills 2153 Phone: 02 9680 3300 Mobile: 0409 831 241 Fax: 02 9680 3611 Email: david.inkster@prdnorwest.com.au LESSEE ["the Lessee"] Registered for GST Yes/No ACNIABN 40 165 627 136 Or Corporation Name: ATM Excavation & Demolition Tipper Hire Pty Ltd Address: 17 Charlemont Way, Constitution Hill NSW 2145 Phone: 0455 779 977 Mobile: 0481 248 287 Fax: Email: s.darwish@hotmail.com **GUARANTOR** ["the Guarantor"] NOSIR KABITE 17 CHARLEMONT WAY CONSTITUTION HILL NEW Address: Item 1 - PREMISES ["the Premises"] BAN02 Bandon Road Riverstone (see attached map) and any attached inventory signed forming part of this lease. Item 2 - PERMITTED USE [clause 2] The premises must only be used for: transfer station Item 3 - TERM OF LEASE [subject to Clause 27] A term of 2 year & 364 days Commencing on 3/10/15 Ending on 1/10/18 Item 4 - RENT [clause 30] An initial base rent (GST inclusive) of \$8,250.00 month commencing on 3/10/15 and payable on the day of each 1 st month in advance to the Lessor/Agent and upon the terms and conditions set out in this Lease. Item 5 - OPTION TO RENEW [clause 32] For a further period of N/A year/s. Select one method for renewal rent review see clause 32(b) (i), clause 32 (b)(ii) and clause 32(b)(iii). Tick applicable box Fixed Amount (clause 32(b)(i)) £ 7 Amount of \$ N/A Fixed Percentage of Rent (clause 32(b)(i)) 7 Percentage of N/A CPI (clause 32(b)(ii)) 7 Current Market Rent (clause 32(b)(iii)) 7 £ If using a fixed percentage, the initial rent referred to in clause 32 (b)(i) is \$ N/A (GST inclusive) per Item 6 - SECURITY DEPOSIT/BANK GUARANTEE The amount of the security deposit referred to in clause 22 is \$ 24,750.00 116500.00 The amount of the bank guarantee referred to in clause 29 is \$ N/A

N-F

	NSWolcachex Hilbiz	E15/0987/022/0001		
	e percentage of outgoings referred to in clause 24A is	N/A	<del>%, or</del>	
Th	e percentage of increases in outgoings referred to in clause 24B is	N/A	%	
-	em 8 - REVIEW OF RENT			
	elect one method for review of rent see clauses 23A and 23B.  Tick applicable box			
	I (clause 23A)			
	xed Amount (clause 23B) [ ] Amount of \$ ced Percentage of Rent (clause 23B) [ ✓ ] Percentage of	4 0/		
	using a fixed percentage, the initial rent referred to in clause 23B is \$	4 %		
LI	month	8,250.00	(GST inclusive) per	
	em 9 - INSURANCE [clause 9] blic Liability Insurance required is \$ 20,000,000.00	ALCO PERMIT		
	em 10 - INTEREST [clause 16(b)]	NATIONAL PROPERTY OF THE PROPE		
	10 %	AT		
Ite	em 11 - GUARANTOR [clause 28]		MAN MANAGEMENT WAS ASSESSED.	
	e guarantor referred to in clause 28 is NOSIR KABITE	Ali Taleb	h	
of	17 Charlemont Way, Constitution H	Hill NSW 2145	0-1.	
E	LEASE TERMS AND CONDITIONS			
1	Interpretation			
	<ul><li>(a) "the premises" includes any fixtures, fittings, furnishings, plant, equipment and ch premises.</li></ul>	nattels owned by the Lessor and	in or at any time installed in	
	(b) "the Lessee" includes the Lessee's successors and permitted assigns and, when	e the context permits, include	es the Lessee's servants, ager	
	(c) "the Lessor" includes the Lessor's successors and assigns and, where the context per	mits includes the Lesson's contr	actors amployees and agents	
	(d) Words importing the singular number include the plural, and the masculine gender reference to a person shall include a corporation.	r includes the feminine or neut	er genders and vice versa, an	
	(e) Any covenant or agreement on the part of two or more persons shall bind them jointly	and severally.		
2				
	<ul><li>(a) The premises must only be used for the purposes as set out in Item 2.</li><li>(b) The Lessee will not do or suffer to be done in or near the premises anything which migl</li></ul>	ht annoy or disturb the occupier	s of nearby premises.	
3	Statutory Covenants	AND THE RESIDENCE AND THE RESIDENCE		
	The covenants and powers implied in every lease by virtue of Sections 84,84A and 85 of the lease.	e Conveyancing Act 1919 shall n	ot apply to or be implied in this	
4	Damage to Premises	NEW THE PARTY OF T		
	<ul><li>(a) If the premises are, or the building (if any) of which they form part is damaged, the building.</li></ul>	e Lessor is not obliged to repair	or reinstate the premises or t	
	(b) If the premises (or the building, if any, of which they form part) shall be destroyed or of	damaged so as to render the pre	mises unfit for occupation and	
	by the Lessee for the purposes of the Lessee's business then: (i) the Lessor may at any time thereafter by written notice to the Lessee terminate the			
	<ul><li>(ii) if the Lessor shall fail to rebuild or reinstate the premises (or the building, if an</li></ul>	v. of which they form part) with	in a reasonable time after have	
	received written notice from the Lessee requiring the Lessor so to do then the L terminate this lease without compensation.	essee may at any time thereaf	ter by written notice to the Les	
	(c) Any such termination shall be without prejudice to the rights of either party in respect	of any antecedent breach matter	or thing;	
	(d) Upon the happening of any such destruction or damage the rent payable under this extent of the damage sustained shall abate until the premises have been made fit for	lease or a proportionate part the	ereof according to the nature a	
	business or until this lease has been terminated pursuant to Clause 4(b).			
	(e) If the Lessor and the Lessee do not agree as to the amount of rent to be so abated that between the Lessor and the Lessee or, falling such agreement, appointed by the Preside	ent of the NSW Division of the A	ustralian Property Institute.	
	(f) The person making such determination shall be acting as an expert and not as an art half by the Lessor and as to one half by the Lessee.	pitrator and the costs of the det	ermination shall be paid as to o	
5	Subletting etc.	Marie Ma		
	The Lessee will not			
	<ul> <li>(a) grant a sublease, licence or concession in respect of the whole or any part of the premises;</li> <li>(b) part with possession of the whole or any part of the premises;</li> </ul>			
_	(c) mortgage or otherwise charge or encumber the Lessee's estate or interest in this lease.			
6	Assignment The Lessee will not assign or transfer this lease without the written consent of the Lessor (w	hich is not to be unreasonably w	rithheld).	
7	Care of the premises			
	The Lessee will  (a) keep, and upon vacating the premises yield up, the premises in a clean state and free f	from rubbich		
	(b) keep, and upon vacating the premises yield up, the premises in good repair (having reasonable wear and tear, damage by fire not attributable to any act or omission on	g regard to their condition at t	he commencement of this leas	
	excepted			
	<ul><li>(c) promptly replace all glass (including exterior window glass) in the premises which become which become worn out or damaged</li></ul>			
	<ul> <li>(d) promptly notify the Lessor of any circumstance which arises which might cause any dar</li> <li>(e) keep the premises free of rodents, vermin, insects and pests</li> </ul>	nage or risk to the premises or t	o any person or property	
8	<ul> <li>(f) keep all doors and windows securely fastened when the premises are unoccupied.</li> <li>The Lessee will not</li> </ul>			
	<ul> <li>(a) without the prior written consent of the Lessor (which may be given subject to reasonal</li> <li>(i) make or allow to be made any alteration or addition (including partitioning) to the</li> </ul>	ble conditions and may not be u premises	nreasonably withheld)	
	<ul><li>(ii) affix an aerial or antenna to the premises</li><li>(iii) paint, display or affix any sign, advertisement or notice on the exterior of the premises</li></ul>			
	<ul> <li>(b) do or allow to be done anything which might constrict, block or damage any plumbing f</li> <li>(c) damage or deface the premises, or</li> </ul>	acilities in, or used in association	n with, the premises;	
	(d) sleep or allow anyone to sleep on the premises.			

10NSWestCAGt EXHIBITION to be done anything whereby any insurance policy relating to the premises 15(0987(022/0001) of which they form part may be prejudiced or rendered void or voidable or anything which might increase the premium payable in respect of that policy.

#### Statutory notices

The Lessee will comply with all statutes, ordinances and regulations (present and future) relating to the premises and to the Lessee's use or occupation of the premises and will promptly comply with all notices and orders given by any authority the necessity or ground for which relates to the Lessee's use or occupation of the premises.

The Lessor may at all reasonable times enter the premises to view their state of repair or to comply with any requirement of any authority or to carry out repairs or maintenance provided that the Lessor shall not cause any undue inconvenience to the Lessee.

The Lessor may affix and retain on the exterior of the premises a "For Sale" sign (at any time) and a "To Let" sign (during the last three months of the term of this lease) and may at reasonable times and on reasonable notice show the premises to prospective purchasers and to prospective tenants.

The Lessee occupies and uses the premises at the risk of the Lessee and completely releases the Lessor from, and agrees to keep the Lessor indemnified against, all claims relating to any death of or injury to any person or to damage to releases the Lessor from, and agrees to keep the Lessor magnining against, all claims relating to any death of or injury to any person or to damage to relos of property occurring in or near the premises or related to the Lessee's use or occupation of the premises and not caused by the negligence or wilful act of the Lessor.

- The Lessee may, and if so required by the Lessor will, before the expiration or termination of this lease or of any extension of or holding over under this lease, remove from the premises all trade or tenant's fixtures installed by the Lessee and will promptly repair any damage caused during the removal.
- (b) Any trade or tenant's fixtures and all chattels brought onto the premises by the Lessee which are not so removed will become the property of the

#### 16 Default

- (a) If any rent or other money payable under this lease remains unpaid for 14 days after becoming due for payment, or if the Lessee fails to observe or perform any covenant or provision on the part of the Lessee in this lease, then the Lessor may re-enter the premises whereupon this lease will terminate.
- The Lessee will pay to the Lessor on demand interest on any money (including rent) due and payable under this lease but unpaid calculated at the rate set out in Item 10, per annum from the day on which it became payable to the date of payment.

The Lessee will pay all stamp duty and reasonable costs (including any mortgagee's costs of consent) incurred by the Lessor in connection with the preparation and completion of this lease and in connection with any application for the Lessor's consent and in connection with any default by the Lessee

The Lessee acknowledges that no representation or warranty has been made by the Lessor as to the suitability of the premises for the Lessee's use and that the Lessee is aware of the possible need for the lessee to obtain approvals of authorities to that use.

#### 19

For so long as the Lessee fully complies with the Lessee's obligations under this lease the Lessor will not interfere with the Lessee's occupation and use of

#### 20 Notices

- (a) Any notice given by the Lessor or the Lessee to the other of them shall be sufficiently given if in writing (signed, if given by a company, by a director or secretary of the company) and served on that other personally or left at or sent by prepaid post to the residential, or to a business, address of that other last known to the party giving the notice.
- (b) A notice served by post shall be deemed to be served 2 business days after it has been posted.

The Lessee will pay to the Lessor on demand any amount separately charged in respect of the premises for water usage or for sewerage usage (excluding fixed charges) or for the removal of trade waste

#### Security Deposit

Upon the signing of this deed the Lessee will pay to the Lessor a security deposit in the amount (if any) stated in Item 6. At the expiration or sooner determination of this lease the Lessor shall be entitled to deduct from that deposit, or apply that deposit in or towards satisfaction of, any amount that may be or become payable by the Lessee to the Lessor pursuant to the provisions of this lease

#### 23A\* Rent Review

The base rent for each year or part of a year commencing on an anniversary of the commencing date of the term of this lease (appropriately apportioned if necessary to apply to the part of a year) shall be the base rent for the then previous year multiplied by the Consumer Price Index (Sydney — all groups) number for the last quarter before that anniversary divided by that Index number for the same quarter in the previous calendar year.

# OR

238\* The base rent for each year or part of a year commencing on an anniversary of the commencing date of the term of this lease (appropriately apportioned if necessary to apply to the part of a year) shall be the base rent for the then previous year increased by the amount or the percentage stated in Item 8.

By way of further rent the Lessee will pay to the Lessor on demand an amount equal to the percentage stated in Item 7 of the outgoings (as defined in clause 25)

#### OR

- 248\* By way of further rent the Lessee will pay to the Lesser on demand an amount equal to the percentage stated in Item 7 of all increases in the outgoings (as defined in clause 25) over the respective amounts assessed, charged or paid for the relevant rating, taxing or insurance period current at the commencement of the term of this lease.
- (a) For the purposes of clause 24A or clause 24B, whichever is applicable, "the outgoings" means all local council rates and charges, water sewerage and drainage rates and charges not referred to elsewhere in this lease, land tax as assessed, and all insurance premiums payable, in relation to the premises (or if the premises are only part of a property then in relation to that property).
  - For the purposes of this clause 25 land tax shall be taken to be the tax which would have been payable if it had been assessed on the basis that (b)
    - the premises (of if the premises are only part of a property then that property) were the only land owned by the Lessor and were not subject to a
    - special trust (within the meaning of the Land Tax Management Act 1956), and the Lessor was not a company classified under Section 29 of that Act as a non-concess
- (a) If neither of clauses 23A and 23B is deleted then clause 23A has effect and clause 23B does not form part of this lease.
  - If neither of clauses 24A and 24B is deleted then neither of them has effect and neither of them forms part of this lease.

# At end of lease

If this lease is not renewed or if its term is not extended and if the Lessee holds over after the expiration of the lease with the consent of the Lessor then the Lessee will become a monthly tenant (the tenancy being terminable by one months written notice given by either party and expiring on any day) at the same rent per month as is then payable and on the same terms and conditions as are contained in this lease so far as they can be applied.

The guarantor (if any) named in Item 11 guarantees to the Lessor the due performance by the Lessee of the Lessee's obligations (including obligations to pay rent or damages) under this lease both during the term of this lease and after that term has ended. The liability of the guarantor will not be affected by

- the Lessor giving the Lessee extra time to comply with an obligation or waiving, or not insisting on strict compliance with, any term of this lease; the payment by the Lessee of a security deposit or the Lessor receiving any benefit from a security deposit;
- the rent being increased or the terms of this lease being altered, or

(iv) the bankruptcy, or if the Lessee is a company the winding up, of the Lessee.

If the Lessee does not pay any money payable to the Lessor by virtue of this lease (including rent and damages or compensation following default) then the guarantor will pay that money to the Lessor on demand even if the Lessor has not tried to recover payment from the Lessee or out of a security deposit.

If an amount is set out in Item 6 then before the term of this lease begins the Lessee will give to the Lessor, and maintain, an irrevocable and unconditional bank guarantee of payment on demand to the Lessor of that amount by a bank, on terms acceptable to the Lessor. Acceptance by the Lessor of any payment under such guarantee will not affect the rights of the Lessor nor operate as a waiver of any breach by the Lessee.

#### 30 Payment of rent

The Lessee will pay rent as set out in Item 4, punctually on the due dates and will not withhold or be entitled to withhold any part of such payment by way of deduction, set off or counterclaim in respect of any claim for damages or for compensation which the Lessee might at any time have against the Lessor.

3 NSW ICAC EXHIBITING THE Premises form part of a building the Lessor may from time to time promulgate Rules relating to that building not inconsistent with the rights of the

the use, safety, care and cleanliness of that building the closure of that building outside all normal business hours; and

the external appearance of that building

And upon the Lessor giving to the Lessee written notice thereof such Rules shall bind the Lessee as if they were set out in this lease and were the subject of an express covenant herein by the Lessee to observe them.

- (a) If not more than six months or not less than three months prior to the expiration of the term of this lease (in which respect time shall be of the essence) the Lessee notifies the Lessor in writing that the Lessee wishes to take a renewal of this lease for further period set out in Item 5 of this Lease essence) the Lessee notines the Lesser in writing that the Lessee is not in default under this lease for rurtner period set out in item 5 or this Lesse from that expiration, and if at that expiration the Lessee is not in default under this lease (or is in default but the default has been waived by the Lesser), the Lesser will at the cost of the Lessee grant to the Lessee and the Lessee will take a further lease of the premises for that further period upon the Lessee and conditions (except as stated in this clause) as are contained in this lease except this renewal clause.
- (b) The initial base rent (inclusive of any GST) payable under such further lease shall be:
  - (i) the fixed amount or percentage set out in Item 5 of this Lease.

(II) the base-rent payable immediately prior to the expiration of the term of this lease multiplied by the Consumer-Price Index (Sydney - all-groups) number for the last quarter before that expiration divided by that index number for the same quarter in the previous calendar year

### OR

- (III) the current market rent at that expiration, and if the Lessor and the Lessee do not agree as to that current market rent it is to be determined by a person appointed by agreement between the Lessor and the Lessoe or, failing agreement, appointed by the President of the NSW Division of the Australian Property Institute. Such person shall be acting as an expert and not as an arbitrator, and the costs of the determination shall be paid as to one half by the Lessor and as to one half by the Lessoe.
- (c) The base rent for the second year at the term of such further lease shall be the base rent for the first year of that term multiplied by the Consumer Price Index (Sydney - all groups) number for the last quarter before the expiration of that first year divided by that index number for the same quarter in the previous calendar year.
- (d) If none of clause 32 (b)(i), clause 32 (b) (ii) or clause 32 (b) (iii) are deleted or a method of renewal selected in Item 5, then clause 32 (b) (ii) has effect and clauses 32 (b) (i) and 32 (b) (iii) do not form part of this lease.

### 33

(a) All monies (including base rent and further rent) payable by the Lessee under or in relation to this lease are inclusive of any Goods and Service Tax. In addition to those monies the Lessee will pay to the Lessor (as and when those monies fall due for payment or are paid) the amount to the GST which the Lessor is or will become liable to pay in respect of any taxable supply made by the Lessor under or in relation to this lease.

#### Conversion to Strata Title

It is agreed between the Lessor and the Lessee that should the Lessor during the term of this Lease propose to register a Strata Plan in respect of the whole or any part of the building in which the Premises are situated, the Lessee will consent to such registration if requested by the Lessor and furnish such consent in writing to give effect to such registration with the relevant authorities. Upon registration of the strata plan the Lessor and Lessee will consent to such registration of the strata plan the Lessor and Lessee will consent to such registration of the strata plan the Lessor and Lessee will consent to such registration of the strata plan to the strata plan comply with the relevant legislation relating to the registration of the Strata Plan including by-laws except in so far as they are inconsistent with the terms of

# SPECIAL CONDITIONS

For special conditions please use attachment "Annexure to Lease"

#### Legal Costs 36.

In addition to clause 17, any legal costs arising from the Lessor enforcing or attempting to enforce any of the conditions on this lease shall be paid promptly by the Lessee or in the event that the Lessee is unable to make his commitment then by the guarantors, either jointly or severally.

#### 37. Outgoings

Notwithstanding clause 25, Outgoings does not include:

- Rates and Land Tax (these amounts will be borne by the Lessor); or-(a)
- Electricity sage (b)

#### 38. Interest

Notwithstanding clause 16(b), the Lessees shall pay to the Lessor on demand interest at the rate of 15% annum on all rental payments in arrears for more than 14 days computed from the due date of payment to the actual date of payment thereof and on all other moneys payable by the Lessee to the Lessor pursuant to this lease if not paid within 14 days of written demand for payment thereof having been made by the Lessor to the Lessee.

#### Hours of Access 39.

The Lessor shall permit the Lessee, its principals and employees, and its agents and invitees under reasonable supervision of its principals and employees, access to the premises between 4:00am to 10:00pm Monday to Friday, 6:00am to 6:00pm Saturday and 9:00am to 5:00pm Sunday, closed Public Holidays (Hour of Access) during the term and any holding over subject only to Council guidelines. Outside of the Hours of Access the gates to the premises will be locked and access can only be obtained by calling security who will charge a call out fee of \$90.00 + GST (subject to amendment from time to time).

#### Security 40.

- (a) If a security deposit amount is stated in Item 6 (Security Deposit), clause 22 of this Lease applies, subject to the following:
  - the Lessee is required to provide the Security Deposit to the Lessor prior to entering into possession of the premises as security for the Lessor against any failure by the Lessee (i) to comply with the terms off this Lease including terms relating to the care and maintenance of the premises and the payment of rent and other monies payable by the Lessee under the lease;-
  - the Lessor shall be entitles to apply the Security Deposit (or so much thereof as shall be reasonably required) towards rectifying any breach by the Lessee of its obligations under (ii) this Lease and to compensate the Lessor for any loss or damage sustained by the Lessor as a result of any default by the Lessee.
  - the parties agree that the Security Deposit is in the nature of security and is not intended as a penalty nor as an agreed amount to be paid as full compensation in the event of (iii) any default by the Lessee under this Lease.
  - if the Lessor applies the Security Deposit or any part of the Security Deposit towards a breach by the Lessee or loss or damage incurred by the Lessor as a result of any such (iv) breach. The Lessee must provide the Lessor with further funds so that the Security Deposit held by the Lessor is equal to the amount stated in Item 6.

Initial Lessee: AT Page 1 of 7

- (b) If a bank guarantee amount is stated in Item6, clause 29 of this Lease applies, subject to the following:
  - (i) the Lessor may draw down on the bank guarantee (for the full amount or only part of the amount of the bank guarantee), without notice to the Lessee, and apply those funds towards rectifying any breach by the Lessee of its obligations under this Lease and to compensate the Lessor for any loss or damage sustained by the Lessor as a result of any default by the Lessee;
  - (ii) the parties agree that the bank guarantee is in the nature of security and is not intended as a penalty nor as an agreed amount to be paid as full compensation in the event of any default by the Lessee under this Lease.
  - (iii) if the Lessor draws down on the bank guarantee and applies those funds towards a breach by the Lessee must either:
    - (a) provide the Lessor with an additional bank guarantee (in accordance with the provisions of clause29) for an amount equal to the amount drawn down by the Lessor, so that the total amount of the bank guarantees held by the Lessor is equivalent to the amount stated in Item 6; or
    - (b) provide the Lessor with a new bank guarantee (in accordance with the provisions of clause 29) for the total amount stated in Item 6, upon which the Lessor will return the original bank guarantee to the Lessee (unless the Lessor has drawn down the entire amount of the bank guarantee).

#### 41. Overdue Rent

In addition to the Lessor's rights under clause 16(a) of this Lease, if the annual rent hereby reserved or any part thereof or any other monies whatsoever due or payable by the Lessee to the Lessor hereunder shall at any time be unpaid for fourteen (14) days after the same shall have become due whether any formal or legal demand therefore shall have been made or not then it shall be lawful for the Lessor (although the Lessor may not have taken advantage of some breach default or failure of a like nature) forthwith or at any time thereafter to re-enter upon the premises or any part thereof in the name of the whole and thereby determine this Lease may expel and remove from the premises the Lessee and all other tenants and occupiers and thereafter hold and enjoy the premises as if this Lease had not been made and without limiting the foregoing to exercise at any time as aforesaid all and every power of re-entry conferred by statute releasing the Lessee from liability for any antecedent breach or non-observance of any covenant condition or provision herein contained.

#### 42. Container Loading

The Lessee must not, at all times during the term, leave any items including containers outside of the premises. For the purpose of unloading trucks or containers in common areas, no vehicles or containers are to be left in any common areas for more than 24 hours. The lessee will ensure that all items including containers are kept within the premises at all time.

#### Payment of Rent 43.

The Lessor, in its discretion may direct the Lessee to pay rent and any other amounts payable under this Lease by the way of direct deposit to the Lessor's bank account as nominated by the Lessor from time to time.

Initial Lessor: \_\_\_\_ Initial Lessee: A·T Page 2 of 7

# 44. Air Conditioning Maintenance

- (a) The Lessee will at the commencement of the term take out and maintain during the term of this Lease an air-conditioning maintenance agreement for the air-conditioning unit provided for the premises. Such policy shall be with a reputable company approved by the Lessor and shall provide for the air-conditioning unit to be serviced not less than once in every three months.
- (b) Notwithstanding the above, the Lessee will not be responsible for structural repairs to the air-conditioning in clause 44(a).
- (c) Nothing in this clause 44 constitutes a guarantee or representation by the Lessor to the functionality or capacity of the air-conditioning unit provided for the premises.

# 45. Care of the premises

- (a) Clause 7(b) is amended to read as follows:
- (b) Keep and maintain during the term of this lease and upon vacating the premises yield up, in good repair (including replacement and renewal), having regard to their condition at the commencement of this lease, reasonable wear and tear, damage by fire not attributable to any act or omission on the part of the Lessee, flood lightening, storm and tempest only excepted.
- (c) Without prejudice to the provisions of clause 7 (as amended by clause 45 of this lease) of this lease, the Lessee will in the last year of the Lessee's occupancy of the premises whether pursuant to this lease or any renewal thereof and from time to time if necessary or reasonably required by the Lessor paint repaint clean including carpets or otherwise treat in a proper and workmanlike manner such parts of the premises as are usually so treated to the satisfaction of the Lessor.

# 46. Goods and Services Tax Provision

Notwithstanding any provision of this Lease, if a goods and services tax, value added tax or similar tax ("GST")

- (a) is introduced in Australia by the Commonwealth Government or any State or Territory Government; and or
- (b) comes into effect during the term of this Lease;

to the extent to which the Lessor is liable for an amount of GST in connection with the supply of any goods, services or of anything other than goods or services ("the affected supplies"), the Lessor may add such amount of GST to the agreed price of all affected supplies (including to the rent) in respect of which the Lessor issues an invoice which enables the Lessee to claim a credit or refund of GST. The Lessee in paying consideration for the affected supplies under this Agreement will pay the agreed price plus such an amount of GST.

### 47. Early Termination

The Lessee covenants and agrees with the Lessor that notwithstanding the grant and acceptance of the terms and conditions of this Lease, if the Lessor requires the whole or part of the building for the purposes of refurbishment, redevelopment or reconstruction (**Required Purposes**) this Lease may be determined by the Lessor at any time after the first 6 months of the term by not less than 6 months prior notice in writing (**Redevelopment Notice**) from the Lessor to the Lessee and this lease will terminate on the date specified in the Redevelopment

Initial Lesser. Page 3 of 7

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Notice. Upon termination of this Lease in accordance with the Redevelopment Notice, the Lessee will deliver and yield up possession of the premises to the Lessor in accordance with the provisions of this lease. Other than as provided to the contrary by any law, the Lessee shall have no claim or action whatsoever against the Lessor arising out of such determination. The Lessee shall not be entitled to challenge or call into question the Lessor's determination that it requires the premises for the Required Purposes, which question shall be determined by the Lessor in its absolute uncontrolled discretion. The Lessee acknowledges that no representations or warranties have been given or made by the Lessor or on the Lessor's behalf as to whether or when the Lessor may elect to exercise its rights under this clause, and further acknowledges that no such representation or warranty made after the date of this Lease, shall be binding upon the Lessor unless made in writing and signed by the Lessor.

#### 48. RailCorp / Sydney Trains Rail Corridor

- The Lessor by this lease discloses and the Lessee acknowledges that in entering into this Lease (a) the Lessee is aware that access to the premises is through the rail corridor owned or occupied by Sydney Trains Transport NSW (RailCorp).
- (b) RailCorp has granted or will grant to the Lessor a licence permitting access to the rail corridor under certain conditions (Licence).
- The Lessee acknowledges that: (c)
  - (i) if the Lessor receives a notice from RailCorp terminating the Licence, the Lessor will serve a notice on the Lessee requiring the Lessee to vacate the premises (in accordance with the provisions of this Lease) (Termination Notice) on the day immediately before the termination date specified in the RailCorp Notice;
  - (ii) the Lease will terminate on the date specified in the Termination Notice; and-
  - (iv) the Lessee will comply with all safety requirements of the Licence, including complying with the 'Standard Operating Procedures' for vehicles traversing the level crossing as notified to the Lessee from time to time.
  - (d) The Lessee shall have no claim or action whatsoever against the Lessor arising out of the termination of this lease pursuant to this clause 49.

#### 49. Relocation

- Notwithstanding any other provision of this lease, the Lessor has the right, at any time, to (a) relocate the Lessee to another location within the building in which the premises are located or any other building on the land on which the premises are situated (New Premises) in accordance with this clause 50.
- (b) The Lessor must give the Lessee not less than three (3) months notice of the Lessor's intention to relocate the premises (Relocation Notice), including details of:
  - (i) the New Premises; and
  - (ii) the Lessor's offer to the Lessee of a lease for the New Premises (New Lease).
- The New Lease must be on the same terms and conditions as this Lease except for: (c)
  - the 'term' of the New Lease will be for a period equivalent to the remainder of the (i) term of this lease:
  - the rent under the New Lease will be adjusted by the Lessor, in its discretion, to (ii)

Initial Lessor: \_\_\_\_ Initial Lessee: AT Page 4 of 7

take into account at the time of relocation the difference in the commercial value of the premises and the New Premises;

- the Lessee's proportion of the outgoings will adjust to reflect any difference in size of the New Premises; and
- (iv) such other changes as are necessary to reflect the above changes and other different characteristics and attributes of the New Premises.
- (d) The Lessee may within one (1) month of receipt of a Relocation Notice give to the Lessor a notice terminating this lease (Termination Notice) and rejecting the Lessor's offer of the New Lease.
- (e) If a Termination Notice is issued by the Lessee in accordance with clause 50(d):
  - this lease will terminate three (3) months from the date that the Lessor receives the Termination Notice:
  - (ii) the termination of this lease pursuant to clause 50(e)(i) will be without prejudice to the rights of either party in respect of any antecedent breach matter or thing; and
  - (iii) prior to termination of this lease in accordance with clause 50(e)(i), the Lessee must give to the Lessor:
    - an executed surrender of this Lease; and
    - if required by the Lessor, the Lessee's original counterpart of this Lease.
- (f) If the Lessee does not serve a Termination Notice strictly in accordance with clause 50(d), the Lessee is taken to have accepted the Lessor's offer of the New Lease and subclauses 50(g) to 50(j) (inclusive) apply.
- (g) The Lessor must pay or reimburse to the Lessee the Lessee's reasonable actual costs of the relocation incurred by the Lessee in relocating, but the Lessor will not be liable to pay the Lessee any compensation or other amounts in respect of the relocation.
- (h) Prior to the commencement of the New Lease the Lessee must give to the Lessor two duly executed copies of the New Lease.
- (i) The Lessee must fit out the New Premises to the same standard as the premises as at the date of the Relocation Notice.
- (j) The Lessee must complete the fit out of the New Premises within a reasonable time having regard to the work to be carried out, but no later than three (3) months after the Lessor makes the New Premises available to the Lessee.

#### 50. Damage to premises

Clause 4(f) is amended to read as follows:

(f) The Person making such determination shall be acting as an expert (whose decision will be conclusive and binding) and not as an arbitrator and the costs of the determination shall be paid in equal shares by the Lessor and the Lessee.

Initial Lessor: \_\_\_\_\_ Initial Lessee: A T Page 5 of 7

# 51. Removal of Fixtures

Clause 15(b) is amended to read as follows:

(b) Any trade or tenant's fixtures and all chattels brought onto the premises by the Lessee which are not so removed will be treated as abandoned and will become the property of the Lessor and the Lessor may deal with them in such manner as the Lessor determines. If the Lessor sells the abandoned items, the Lessor need not account to the Lessee for the proceeds of sale but may apply the proceeds of sale to any monies owing by the Lessee to the Lessor under this Lease or arising out of any default of this Lease by the Lessee.

# Payment of rent

Clause 30 is amended to read as follows:

The Lessee will pay rent as set out in Item 4 (and as adjusted in accordance with clause 23A or 23B (as applicable)), punctually on the due dates and will not withhold or be entitled to withhold any part of such payment by way of deduction, set off or counterclaim in respect of any claim for damages or for compensation which the Lessee may at any time have against the Lessor.

# 53. Option of Renewal

- (a) Clause 32(b)(iii) is amended to read as follows:
- (b)
- (iii) the current market rent at that expiration, and if the Lessor and the Lessee do not agree as to that current market rent it is to be determined by a person appointed by agreement between the Lessor and Lessee or, failing agreement, appointed by the President of the NSW Division of the Australian Property Institute. Such person shall be acting as an expert (whose decision will be conclusive and binding) and not as an arbitrator, and the costs of the determination shall be paid in equal shares by the Lessor and the Lessee.

# 54. Usage

The Lessee agrees to use the allocated area for the specified usage only and understands that no waste is to be permanently left on site. It is further agreed and understood that no hazardous or contaminated waste is to be bought on to the property.

The Lessee is responsible for obtaining the necessary approvals for the proposed usage, the Lessor takes no responsibility for its suitability.

On termination of this agreement the Lessee agrees to remove all waste from the site and leave the area in a clean and clear state.

Accepted by:

Initial Lessor: \_\_\_\_ Initial Lessee: AF Page 6 of 7

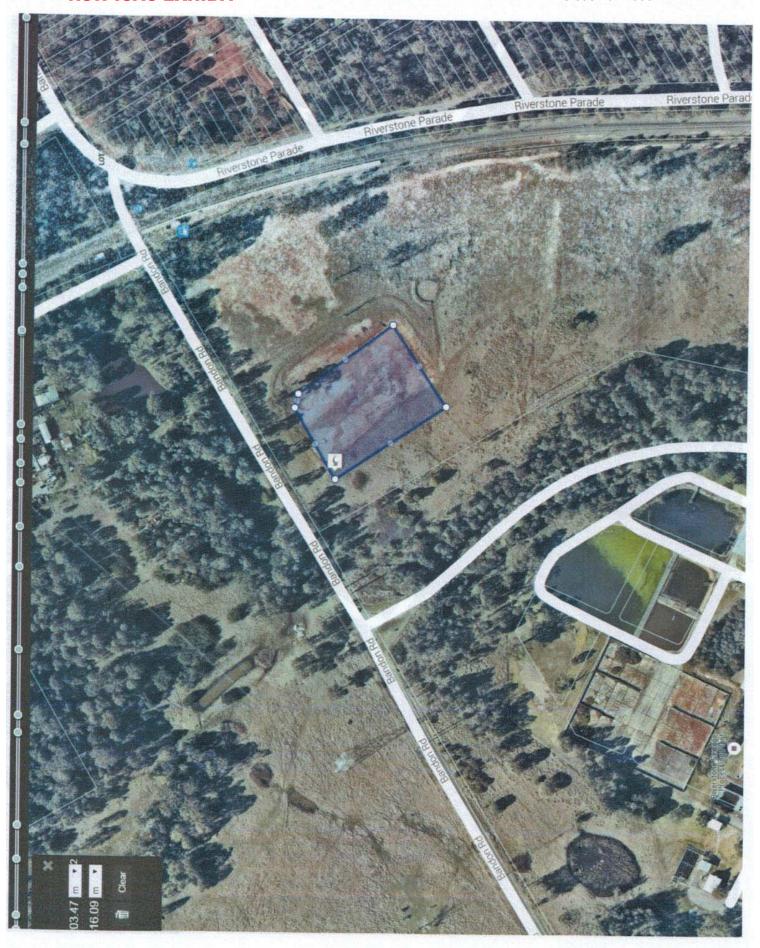
JIK.

Lessor:	
Executed for and on behalf of Riverst Parade Pty Limited ACN 164 206 124 by its attorney #[Insert full name of at	torney]#
under power of attorney dated 26 Feb 2015, registered number Book 4683 I in the presence of:	No. 752
	Signature or attorney
ANGUS McVAY	DAVID BEDINGFIELD
attor	xecuting this agreement the attorney states that the ney has not received notice of revocation of the power of
Level 9, 9 Young Street Sydney NSW 2000	ney at the date of executing this agreement.
Address of witness (print)	
Lessee:  [Execution by a company]  Executed by SNG Constructions Pty Ltd  ACN #147 742 505# in accordance with section 127(1) of the Corporations Act 2001  (Cth) by:	
Signature of Director	Cignoture of Disease (Consense)
All Taleb	Signature of Director/Company Secretary
Full name (print)	Full name (print)
[Execution by an individual]	
Executed by #[Insert name of signatory]# in the presence of:	1
Signature of witness	Signature of #[Insert name of signatory]#
Full name of witness (print)	

NOR

Address of witness (print)

Executed for and on behalf of Riverstone Parade Pty Limited ACN 164 206 124 by its attorney, named below, under power of attorney dated 26 February 2015, in the presence of: DAVID BEDINGFIELD ANGUS McVAY Full name of witness Name of Attorney Level 9, 9 Young Street By executing this agreement the attorney states Sydney NSW 2000 that the attorney has not received notice of Address of witness revocation of this agreement. Signed by Lessee In the presence of: Name of witness Signature of Lessee Signature of witness Executed on behalf of ABN Pursuant to Section 127 of the Corporations Act 2001: Taleb Name of Director Name of Secretary/Director Signature of Director Signature of Secretary/Director OR \_\_\_\_\_ was hereunto duly affixed in the presence of The Common Seal of \_ Name of Director Signature of Director Signed by Guarantor In the presence of: Name of witness Signature of Lessee Signature of witness



# NSW ICAC EXHIBIT WASTE CLASSIFICATION CERTIFICATE

El Document Ref:

E22737 AA



PROJECT NO:	E22737			Project Nar	ne: Waste Classification
<b>CLIENT Details:</b>	Buildtech Nsw F	ty Ltd	1	Work Pha	se: Bulk Excavation
	PO Box 335.				ect: Mr Ali Ibrahim
	BRIGHTON LE	SANDS NSW 2216	]	Certificate Da	ite: 23-October-2015
LOCATION:	Parameter III			termina en	
Site Address	317 - 319 Kissin	g Point Road, DUNDA	S NSW 2117	Lot / DP:	Lots A & B, 391925
LGA:	Parramatta City	Council			
Current Zoning: 1	R2 - Low Densit	y Residential	Sit	te Map Attached:	Yes ☑ No □
MATERIAL SOURCE:	In-situ residual o	lay material located at	317-319 Kissing Po	oint Road, Dunda	s NSW (Figure 1).
MATERIAL CHARACTERIS	SATION:		***************************************		
Material Description:	TOPSOILS: Silty	Clay, medium plastici	ly, orange / red, mo	ist, no odour.	
Material Identification:		lay to be excavated section of the site	Volume: Tonnage:		00 m3 (approx.) 00 Tonnes (approx.)
	L		Tomage.	43	Bulk density taken as 1.8 t/m3 for Clay (Look, 2014) 2
Tested Sample(s): 3	SS1, SS2 & SS3	\$			Sain density taken as 1.0 billo for dray (EDDK, 2014)
Sampling Date: Primary Laboratory: Secondary Laboratory:	14 October 2015 NATA Accredited	I SGS, Alexandria NSV	Sample Nos: V	3	3
EPA (2014) Waste classific	cation steps				
Step 1 - Visual evidence Sp	ecial Waste	Yes		No	
Step 2 - Is the waste liquid v	waste	Yes		No.	$\square$
Step 3 - Is the waste Pre-cla	assified	Yes	$\Box$	No	[2]
Step 4 - Are hazardous sub	stances present	Yes		No	$\square$
Step 5 - Is chemical assessi		Yes	Ø	No	
Analyt	tical Data Attached	: Yes	Ø		Note: Only data for above-listed samples tested are representative of classified material
MATERIAL SUITABILITY F			317 - 319 KISSING	POINT ROAD, I	DUNDAS NSW 2117
		eptance Criteria for:		v	
b	Residential with Min	imal Access to Soils Comment:		Yes	No □ r this phase of work
2		Comment.		1401 93263260 10	i tils priase of work
CLASSIFICATION FOR OFF	F-SITE DISPOSAL				
Waste Classification: 5			VIRGIN	EXCAVATED NA	ATURAL MATERIAL (VENM)
Classification Comments:		The Waste Management this certificate, Table			is appropriately licenced to receive the material described in
					and must be consistent with the description given in the
		material characterisat	ion section, above.		
Disposal Options: <sup>6.7</sup> Suitable for disposal at fa VIRGIN EXCAVATED No.		CH (25-15) 1 1 2			
		41			
					1
	Emmanuel Woeld				Tony Guirguis
	Environmental Sci			3	Senior Engineer / Project Manager
ny recomental Investigations Australia P	DE-114 (ADM 22 102 110 1	0.7	- 115		

Environmental Investigations Australia Pty Ltd (ABN 33-102-449-507)
Suite 6-01, 55 Miller Street, Pyrmont, NSW, 2009
Tel: 02-9516-0722 / Fax: 02-9516-0741 / Email: service@eiaustralia.com.au

El Procedure OP CLM 021 V02 - 20022014

# WASTE CLASSIFICATION CERTIFICATE

El Document Ref:

E22737 AB



PROJECT NO:	E22737 AB			Project Name:	Waste Classification	
CLIENT Details:	Buildtech Nsw P	ty Ltd			Bulk Excavation	
	PO Box 335,			Client Contact:		
	BRIGHTON LE	SANDS NSW 2216		Certificate Date:	23-October-2015	
LOCATION:			** WELLINGTON			
Site Address:	317 - 319 Kissin	g Point Road, DUNDAS	NSW 2117	Lot / DP:	Lots A & B. 391925	
LGA:	Damamatta City	Causail				
LGA.	Parramatta City	Jouncii				
Current Zoning: 1	R2 - Low Density	/ Residential	Site	Map Attached:	Yes ☑	No □
MATERIAL SOURCE:		) fill material located on t		portion of the site	as shown in - Figure 2	. The stockpile was generated from
MATERIAL CHARACTERIS		<u> </u>				AND THE RESERVE OF THE PARTY OF
Material Description:		Ity Sand; sand is fine to rootlets, moist, no odour		orown, loose; grave	l is fine to coarse and g	grained anglular, brown; with trace
Material Identification:	The same and the state of the same of the	s generated from				
		g the central portion				
	of the site (Figur	e 2).	Volume:		m3 (approx.)	
	L		Tonnage:	252	Tonnes (approx.)	
Tested Sample(s): 3	SP1-1, SP1-2, SI	D1 3 8 SD1 /			Bulk density taken as	1.8 t/m3 for Clay (Look, 2014) <sup>2</sup>
rested Sample(s):	351-1, 351-2, 31	-1-3 & SF1-4.				
	L					
Sampling Date:	14 October 2015	S	ample Nos:	4		
Primary Laboratory:	NATA Accredited	SGS, Alexandria NSW				
Secondary Laboratory:						
EPA (2014) Waste classific	cation steps					
Step 1 - Visual evidence Sp	ecial Waste	Yes		No		
Step 2 - Is the waste liquid v	vaste	Yes		No	$\square$	
Step 3 - Is the waste Pre-cla	assified	Yes		No	$   \overline{\checkmark} $	
Step 4 - Are hazardous subs		Yes		No		
Step 5 - Is chemical assessi		Yes	$\square$	No		A10 10 B 01 B 0
Analyt	tical Data Attached	: Yes	$\square$		Note: Only data for abo representative of classi	ove-listed samples tested are
					representative of class	nico material
MATERIAL SUITABILITY F	OR BENEFICIAL C	N-SITE RE-USE AT: 31	17 - 319 KISSING	POINT ROAD, DU	NDAS NSW 2117	
Mate	rial meets Site Acc	eptance Criteria 4 of:				
R	Residential with Min	imal Access to Soils		Yes	No 🗆	
		Comment:	- 1	Not assessed for th	is phase of work	
						-
CLASSIFICATION FOR OFF Waste Classification: 5	-SITE DISPOSAL		CENE	AL COLID WACT	(NON-PUTRESCIBLE	
waste Classification:		L	GENER	AL SOLID WAST	(NON-PUTRESCIBLE	=)
Classification Comments:		The Waste Managementhis certificate, Table 1		tisfy itself that it is a	appropriately licenced t	o receive the material described in
		The material delivered	anly applies to sto	chaila SD1 and m	et ha consistent with the	ha description airran in the meterial
		characterisation section		capile or I allo Illi	ast de consistent with th	he description given in the material
		Circination Scottor	1, 25010.			
						120.
67		0.000				
Disposal Options: 67		Suitable for disposal at	A SUN SECURITION AND A SUSPENIOR AND ADDRESS OF THE PARTY			
		GENERAL SOLID WAS	SIE (NON-PUIRE	SCIBLE)		_
						*
	F					
	Emmanuel Woeld Environmental Scientification				f <b>ony Guirguis</b> Senior Engineer / Proje	of Manager
	Environmental Sci	muət		3	bennot Engineer / Projet	at ivialiager

Environmental Investigations Australia Pty Ltd (ABN 33 102 449 507) Suite 6.01, 55 Miller Street, Pyrmont NSW, 2009 Tel: 02 9516 0722 ₹ Fax: 02 9516 0741 ₹ Email: service@eiaustralia.com.au

El Procedure OP CLM 021 V02 - 20022014



# Incident Detail Report

Ref No

104215-2016

State Allocated **Work Unit** 

Waste Operations

1st Tier Code

500 WASTE

2nd Tier Code 502 ILLEGAL

**DUMPING** 

Legislation

POEO Act 1997

**Complaint Types** 

**Incident Description** 

SELF REPORT: Blacktown Council reporting illegal dumping of

asbestos at at Bandon Rd, Vineyard. Spread over a large, rural

Urgent

No

Region

**EPA WASTE MANAGEMENT** 

**Dates** 

Officer

LGA

**BLACKTOWN** 

Created

21/03/2016

Address

Illegal dumping of asbestos at Bandon Rd,

Vineyard

**Incident Start** 

17/03/2016

Suburb

**VINEYARD** 

Postcode

Incident End Confirmed

21/03/2016 Belinda

Lake

State

2765 NSW

**Allocated** 

21/03/2016 Belinda Lake

9:12:05 AM

Zone

Latitude

Closed

**Eastings** 

Longitude

**Northings** 

Location

Illegal dumping of asbestos at Bandon Rd, Vineyard

Description

Incident Calls					
Notification No	Suburb	Call Type	Caller Name	Involved Party	Incident Description
C04214-2016	VINEYARD	500 WASTE - 502 ILLEGAL DUMPING	Alek RADOVIC	Unknown	SELF REPORT: Blacktown Council reporting illegal dumping of asbestos at at Bandon Rd, Vineyard. Spread over a large, rural area.

### **Materials**

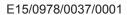
No Entries

Prioritisation			
Criteria	Option		
Risk of further harm	Unknown if incident and/or harm is continuing		

Involvement					
Relationship	Name				
Informant	Alek RADOVIC				

### **Attachments**

No Entries





# **Incident Detail Report**

Exhibits

No Entries

N	O	tic	29	Issu	ed
8.74	•		C-3	1334	Cu

No Entries

# Outcomes

No Entries

# Linked Items

No Entries

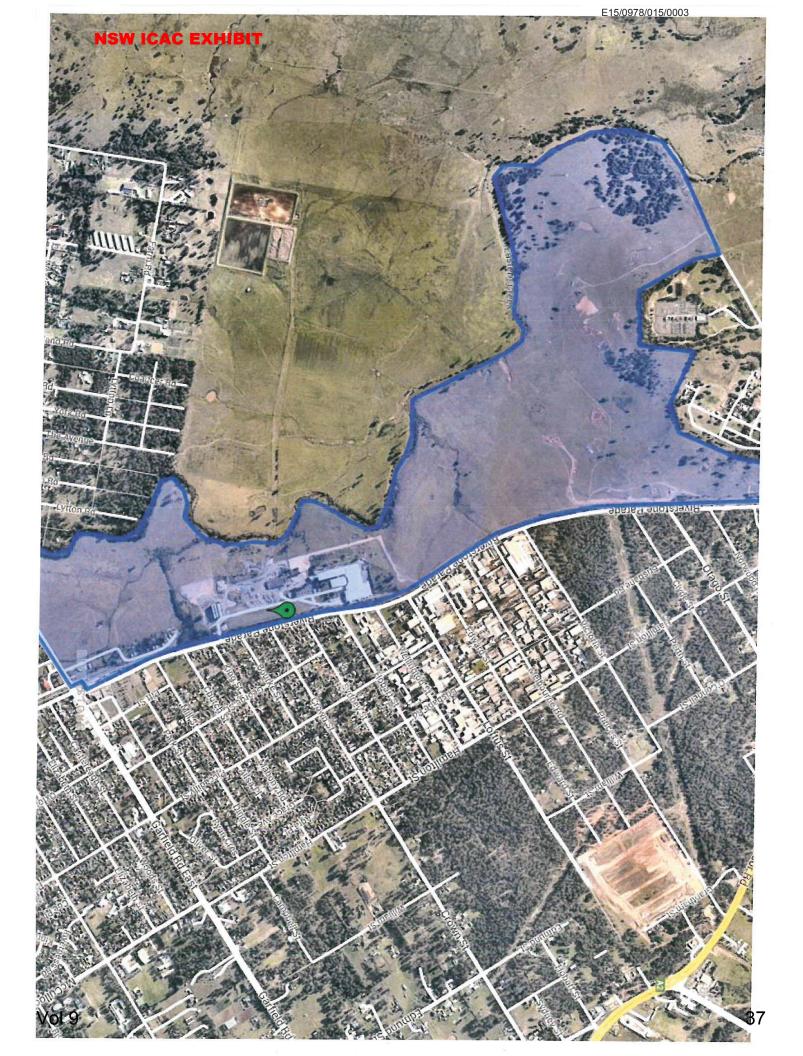
# **Time and Costs**

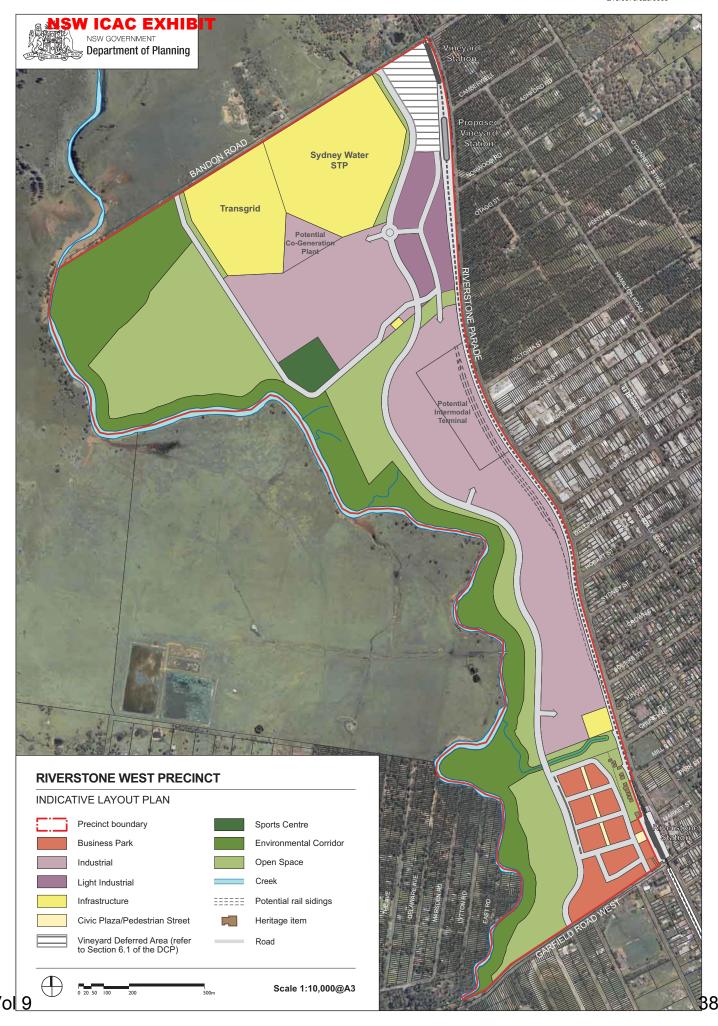
No Entries

# Activities

No Entries

Consolidate	Consolidated Log				
Date	Ву	Туре	Category		
21/03/2016 03:18 PM	Contract Con	Priority changed from [0] to Low [200]	System		
21/03/2016 03:17 PM	Contract of the contract of th	Confirmed by Belinda Lake.	System		
21/03/2016 01:57 PM	DEC WILSONT	Trevor Wilson allocated Incident to Belinda Lake	System		
21/03/2016 09:12 AM		Steven James allocated Incident to Jesslyn Ireland	System		
21/03/2016 09:11 AM		Steven James changed work unit of Incident to Waste Operations and allocated to Steven James	System		
21/03/2016 08:58 AM	DEC MACIEJEWSKIB	Allocated to EPA - Clearing House - Waste for action.	System		
21/03/2016 08:58 AM	DEC MACIEJEWSKIB	Barbara Maciejewski sent Call C04214-2016 to EPA - Clearing House - Waste.	System		





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Mar 18, 2016 09:01AM Page: 1

COMPUTATION VIA PRISMS

SURFACES:

70008 Final Det MGA-AHD model update march 2016 - DTM-03 MAR 2016 Design:

Natural: 70008 Final Det MGA-AHD - DTM-02

**REGION:** 

Boundary: sp2

SURFACE AREAS:

1978.6 (square meters) 1769.9 (square meters) Design: Natural:

PLAN AREAS:

Boundary:

1763.1 (square meters) within the boundary 1763.1 (square meters) within the boundary and within design surface 1763.1 (square meters) Design:

Natural:

Factor:

-----

Swell: 1.000 Shrink: 1.000

CUT/FILL/MATCHING AREAS: \_\_\_\_\_\_\_

50.2 (square meters) 1712.8 (square meters) 0.0 (square meters) 1763.1 (square meters) Cut: Fill: Matching:

Total Area:

VOLUMES:

Cut to Fill Ratio: 0.001

4.996 (cubic meters) 3369.887 (cubic meters) 3364.891 (cubic meters) [fill]

Net:

0.099 (cubic meters) / (square meters) 1.967 (cubic meters) / (square meters) Cut: Fill:

0.099 (m) 0.501 (m) 1.967 (m) 5.269 (m) Average Cut Depth: Maximum Cut Depth: Average Fill Depth: Maximum Fill Depth:

civilcad - VOLUMES REPORT

Mar 18, 2016 09:02AM Page: 1

COMPUTATION VIA PRISMS

SURFACES:

70008 Final Det MGA-AHD model update march 2016 - DTM-03 MAR 2016 Design:

70008 Final Det MGA-AHD - DTM-02 Natural:

**REGION:** 

sp3 Boundary:

SURFACE AREAS: 

1086.1 (square meters) 971.1 (square meters) Design: Natural:

PLAN AREAS:

Boundary:

969.8 (square meters) within the boundary 969.8 (square meters) within the boundary and within design surface 969.8 (square meters) Design:

Natural:

Factor:

\_\_\_\_\_ Swell: 1.000 Shrink: 1.000

CUT/FILL/MATCHING AREAS: \_\_\_\_\_\_\_

41.3 (square meters)
928.5 (square meters)
0.0 (square meters)
969.8 (square meters) Cut: Fill: Matching:

Total Area:

VOLUMES:

Cut to Fill Ratio: 0.003

3.414 (cubic meters) 986.931 (cubic meters) 983.517 (cubic meters) [fill]

Net:

0.083 (cubic meters) / (square meters) 1.063 (cubic meters) / (square meters) Cut: Fill:

0.083 (m) 0.333 (m) 1.063 (m) 2.600 (m) Average Cut Depth: Maximum Cut Depth: Average Fill Depth: Maximum Fill Depth:

civilcad - VOLUMES REPORT

Mar 18, 2016 09:02AM Page: 1

COMPUTATION VIA PRISMS

SURFACES: -------

Design: Natural: 70008 Final Det MGA-AHD model update march 2016 - DTM-03 MAR 2016 70008 Final Det MGA-AHD - DTM-02

REGION:

\_\_\_\_\_ Boundary:

sp4

SURFACE AREAS: \_\_\_\_\_

Design: Natural: 366.4 (square meters) 316.9 (square meters)

PLAN AREAS:

Boundary:

Design:

315.4 (square meters) within the boundary 315.4 (square meters) within the boundary and within design surface 315.4 (square meters)

Natural:

Factor:

\_\_\_\_\_\_

Swell: 1.000 Shrink: 1.000

CUT/FILL/MATCHING AREAS:

\_\_\_\_\_\_ Cut:

Fill: Matching: 22.5 (square meters)
292.9 (square meters)
0.0 (square meters)
315.4 (square meters)

Total Area:

**VOLUMES:** 

Cut to Fill Ratio:

0.011

Net:

3.929 (cubic meters) 363.178 (cubic meters) 359.249 (cubic meters) [fill]

Cut:

0.175 (cubic meters) / (square meters)
1.240 (cubic meters) / (square meters)

Average Cut Depth:

Maximum Cut Depth: Average Fill Depth: Maximum Fill Depth:

0.175 (m) 0.822 (m) 1.240 (m) 2.633 (m)

civilcad - VOLUMES REPORT

Mar 18, 2016 09:03AM Page: 1

COMPUTATION VIA PRISMS

SURFACES: ========

Design: Natural: 70008 Final Det MGA-AHD model update march 2016 - DTM-03 MAR 2016

70008 Final Det MGA-AHD - DTM-02

REGION:

Boundary:

sp5

SURFACE AREAS: \_\_\_\_\_

Design: Natural:

614.1 (square meters) 587.6 (square meters)

PLAN AREAS:

Boundary:

Design:

580.0 (square meters) within the boundary 580.0 (square meters) within the boundary and within design surface 580.0 (square meters)

Natural:

Factor:

\_\_\_\_\_\_

Swell: 1.000 Shrink: 1.000

CUT/FILL/MATCHING AREAS:

-------

Fill: Matching: Total Area: 25.1 (square meters)
555.0 (square meters)
0.0 (square meters)
580.0 (square meters)

**VOLUMES:** 

Cut to Fill Ratio:

0.010

Fill:

Net:

5.209 (cubic meters) 536.068 (cubic meters) 530.858 (cubic meters) [fill]

Fill:

0.208 (cubic meters) / (square meters)
0.966 (cubic meters) / (square meters)

Average Cut Depth: Maximum Cut Depth: Average Fill Depth:

Maximum Fill Depth:

0.208 (m) 0.790 (m) 0.966 (m) 2.659 (m)

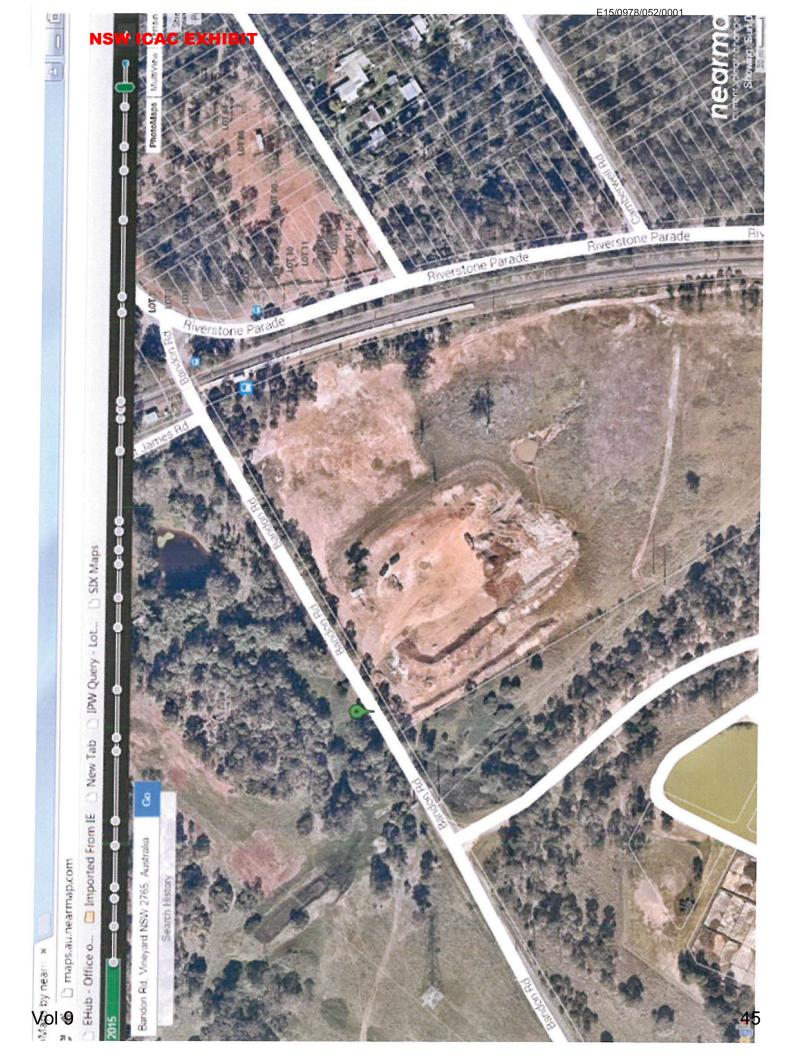
Vol 9

42

# View Message : Dell Archive Manager **NSW ICAC EXHIBIT**

Reply Reply To All Forward Send To Me View Images Print
□ Email
From: Trevor Wilson To: Garry COLLINS
CC: Jesslyn Ireland Subject:Lot 211 DP 830505 - Bandon Road Vineyard - alleged unlawful land filling/waste processing activity
Attachments may contain viruses that are harmful to your computer. Attachments may not display correctly.
image003.jpg (2Kb) im image004.jpg (234Kb)
Message
Hi Gary,
l am currently investigating alleged unlawful land filling/waste processing activity at Bandon Road, Vineyard (Lot 211 DP 830505) owned by Riverstone Parade Pty Limited.
I note the Council website has no DA consent issued to this address.
Is Council undertaking any investigation of this issue? If so can I call you at a convenient time to get a quick update.
Cheers
Trevor
Trevor Wilson Unit Head Waste Operations   Waste and Resource Recovery Branch   NSW Environment Protection Authority   T: (02) 9995 5646   M: 0409 581 296   F: (02) 9995 5930
E epa logo
IĒ
This email is intended for the addressee(s) named and may contain confidential and/or privileged information.  If you are not the intended recipient, please notify the sender and then delete it immediately.

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**NSW ICAC EXHIBIT** 

Reply

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Email

Garry COLLINS

Trevor Wilson

Sent: 14/01/2016 5:41:48 PM



Subject: Automatic reply: Lot 211 DP 830505 - Bandon Road Vineyard - alleged unlawful land filling/waste processing activity

Message

Thank you for your email I am currently on leave untill 27 January 2016.

Should you require assistance you can contact Council Customer Service on (02) 4560 4444

Regards

Garry Collins

Important: This email is for the use of the intended recipient(s) only. It may contain legally privileged or confidential information. If you are not the intended recipient or believe that you may have received this communication in error, please notify the sender immediately and then delete this message. You must not use, disclose or distribute this email without the author's prior permission. Hawkesbury City Council cannot accept responsibility for any changes that may be made to this message after it was sent. Please consider the environment before printing this email.

Print Message: Dell Archive Manager

# **NSW ICAC EXHIBIT**

## Email

From: Garry COLLINS

Sent:

To: Trevor Wilson

Subject: Read: Lot 211 DP 830505 - Bandon Road Vineyard - alleged unlawful land filling/waste processing activity

Attachments may contain viruses that are harmful to your computer. Attachments may not display correctly.

💹 Read: Lot 211 DP 830505 - Bandon Road Vineyard - alleged unlawful land filling/waste processing activity

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