CAMPBELLTOWN
CITY COUNCIL

Confidential Item

Confidential Item

For Council meeting to be held on

Tuesday 15 December 2015 at 7.30 pm

Refer Item 11.6

11.6 East Waste – Purchase of Property

TRIM Reference: B3050 Chief Executive Officer, Paul Di Iulio's Report

Purpose of Report

To endorse East Waste (Eastern Waste Management Authority Inc) submitting an offer to purchase property (ie the East Waste Depot).

Strategic Plan Link

Strategy 3.2.6 Effective waste collection services and programs including hard rubbish collection, e-waste, food waste, with aim to reduce littering, illegal dumping and waste to landfill

Background

East Waste's operations are currently conducted from its Depot, located at Temple Court, Ottoway.

East Waste executed a new ten (10) year Lease in September 2014. The Lease fee currently being paid by East Waste is $180,000 per annum indexed at 4% annually.

The owners of the property have advised East Waste that they intend to sell the property and have indicated that East Waste would be offered the opportunity to purchase the property prior to it being placed on the market.

The property which is proposed to be sold includes the existing East Waste Depot and the area marked Lease Area B and Area A2 (see attached plan in Appendix A).

Following a preliminary assessment of the opportunity to purchase the property, further consideration and investigation has been undertaken with the General Manager of East Waste presenting a report to the East Waste Board on 19 November 2015. Attached to this report is the complete proposal from East Waste in support of the Board's recommendation.

Pursuant to Clause 63 of the East Waste Charter, the Authority may in accordance with the Charter, acquire such assets (real or personal) as its Business Plan provides or otherwise pursuant to a Unanimous Decision of the Constituent Councils.

The proposal to purchase this property is not contained in the East Waste Business Plan and therefore requires the approval of the Constituent Councils.

Members may recall that this matter was considered at its meeting on 15 September 2015 where Council granted approval to East Waste to continue the negotiations.

Discussion

Given the size of this purchase and in the absence of a fixed selling price (at this stage), it has been determined by the East Waste Board that the Constituent Councils be advised of this proposal and to seek approval to commence negotiations, following which a formal proposal will be developed and submitted to the Constituent Councils for consideration and approval.

Pursuant to Clause 63 of the East Waste Charter, the Authority must obtain approval of the Constituent Councils before the property can be purchased. This approval must be a Unanimous Decision.

Price

The two independent valuations provided a price range of $2.81 million to $2.9 million. The East Waste Audit and Risk Management Committee have indicated their support for East Waste to purchase this property provided the offer made is not more than $3.1 million.

Aside from the financial aspects of this proposal, the property (the existing East Waste Depot) is strategically located and within reasonable distance from other waste management facilities such as:

- the IWS Transfer Station which services Campbelltown, Burnside and Walkerville
- the TPI Transfer Station (formerly the WasteCare SA Depot) which services the City of Norwood Payneham & St Peters
- the Jeffries Transfer Station (Organics drop-off for all Constituent Councils), and
- the SKM Transfer Station (Recyclables drop-off for all Constituent Councils).

In summary, the property meets East Waste's needs from an operational perspective.

The Council can either advise East Waste that it endorses the continuation of the assessment and negotiation process to purchase the property or it can advise East Waste that it does not support the purchase of the property.

Given the benefits that would be gained both financially and tenure (ownership) wise from owning rather than leasing the property, it is recommended that East Waste be advised that the Council supports the purchase of the property in accordance with the recommendation from the Board of East Waste.

Social Implications

There are no social implications in relation to this report.

Environmental Implications

There are no environmental implications in relation to this report.

Asset Management Implications

There are no asset management implications in relation to this report.

Governance / Risk Management

There are no governance / risk management implications in relation to this report.

Community Engagement

There are no Community engagement implications in relation to this report.

Financial Implications

For the purposes of undertaking an assessment of the financial viability of purchasing the property as opposed to leasing the property, East Waste engaged Hood Sweeney.

The scope of Hood Sweeney's engagement was to provide advice detailing the financial implications of and comparing;

- the purchase of the property, or
- leasing the property.

Based upon an estimated purchase price of $3,000,000 (this is the selling price which was indicated by the vendor to East Waste), Hood Sweeney have concluded that '… it appears that the property purchase is the better financial decision and should result in superior profitability, cash flow and financial position compared to leasing the same property'.

Despite the comment from Hood Sweeney on superior profitability, both of the Long Term Financial Plans included in their analysis project that the subsidiary will run operating deficits in later years that will need to be subsidised by the constituent Councils. However the financial contribution required by Councils would be less under the purchase option. For example, East Waste is forecasting deficits under the purchase option from 2018/2019, with a net deficit of $245,012 in Year 10 (2024/2025). Based on its equity share of 16.67%, this would impact Council's operating result negatively by $40,844 in 2024/2025. This is better than the projections for the leased option, where consistent operating deficits will be recorded from 2015/2016 and a net deficit of $505,197 in Year 10, with $84,216 impacting Council's operating result based on its equity share in 2024/2025.

Should the property be purchased, the purchase will be funded through a loan from the Local Government Finance Authority with a fixed interest rate of 4.25% over a 15 year period.

Recommendation

That Campbellown City Council approve Eastern Waste Management Authority Inc purchasing the property known as 1 Temple Court, Ottoway (Allotment 24 in DP 45437) under the conditions detailed in the Expression of Interest Submission, namely:

- **a purchase price of $3 million**
- **a satisfactory detailed site contamination study**
- **the approval of all six (6) Member Councils.**

EAST WASTE

Member Councils •Adelaide Hills Council •City of Burnside •City of Norwood, Payneham & St Peters •City of Campbelltown • Corporation of The Town of Walkerville •City of Mitcham

Proposal: Purchase of the East Waste Depot Site

1 Temple Court Ottoway

December 2015



Proposal

1 BACKGROUND

PURPOSE OF DOCUMENT

To seek approval of Member Councils for East Waste to purchase the East Waste depot site, 1 Temple Court Ottoway.

East Waste is a regional waste subsidiary established to provide low cost high quality household waste recycling and organics collection services to City of Campbelltown, City of Norwood, Payneham & St Peters, City of Burnside, Corporation of the Town of Walkerville, Adelaide Hills Council, and City of Mitcham, established pursuant to Section 43 of the Local Government Act 1999

BACKGROUND

East Waste executed a ten year lease at the Temple Court Ottoway site in September 2014. The terms include an $180,000 per annum lease payment indexed at 4% annually. East Waste's General Manager negotiated a $30,000 discount in year one, and a $7,250 discount in year two.

The property owners advised East Waste in April 2015 of their intention to sell the property. Following a due diligence process, East Waste was granted approval by Member Councils to negotiate with the property owners. East Waste engaged commercial real estate firm McGees to negotiate with the owner's agent on East Waste's behalf.

The property is known as 1 Temple Court Ottoway Allotment 24 in DP 45437. It has a total land area of 15,370sqm. East Waste currently leases 7280sqm of the property (marked up as Lease Area A (Area A1) in Appendix A). The entire 15,370sqm property is for sale (refer Appendix B), and the owners have stated that they have no intention of selling only the portion of the site that East Waste currently occupies. The residual 8090sqm is surplus to East Waste's needs and would likely be subdivided (subject to Council Approval) and sold or leased. Alternatively, some of the surplus land could be used to accommodate predicted natural growth in collection vehicles depicted in the recently adopted East Waste 10 Year Business Plan 2015 – 2025. The financial modelling done as part of the due diligence does not include any revenue from the potential sale or lease of the surplus land.

East Waste's final offer to purchase the property was;

- A purchase price of $2.8M
- A satisfactory detailed site contamination study
- The approval of all six (6) Member Councils

The owners rejected East Waste's final offer of $2.8M and commenced a public expression of interest (EOI) process. The East Waste Board resolved to make a submission into the EOI process at their 19 November 2015 Board Meeting, stipulating the following conditions;

- A purchase price of $3,000,000
- A satisfactory detailed site contamination study
- The approval of all six (6) Member Councils

A copy of the EOI submission is appended to this Proposal (refer Appendix C).

The East Waste Board have formed a view that the strategic importance of purchasing the property is worth paying a "premium" of $200,000, which effectively increases East Waste's offer to $3,000,000. The elements of the strategic importance of purchasing the property noted by the Board included improved financial positioning, improved business continuity, reduced risk profile, location of the site (within the Wingfield "waste and recycling precinct", and existing purpose built site infrastructure (workshop/administration office/wash bay).

East Waste is formally seeking approval of Member Councils to purchase the property under the conditions presented in the EOI submission.

2 DUE DILIGENCE

Financial Analysis

A financial analysis was requested of, and authored by, East Waste's external accountancy firm Hood Sweeney. Under instruction from the General Manager, the analysis report was prepared and presented information relating to cash flow, profitability and financial positioning of East Waste under a purchase scenario and the existing lease scenario.

The financial modelling prepared at a purchase price of $3M indicates that purchasing the property is a superior financial scenario, and should result in better cash flow, profitability and overall financial positioning.

A full copy of the updated Financial Analysis Report from Hood Sweeney is appended (refer Appendix D).

Independent Valuation

As per the resolution of the Board, the General Manager has sought, and been provided with, an independent market valuation report. The report has been compiled by Maloney Field Services. The Maloney Field Services Report was previously provided to Member Councils.

The independent evaluation indicates that the property is valued at $2,900,000.

Independent Commercial Appraisal (Valuation)

As instructed by the Board, the General Manager engaged commercial real estate firm McGees to prepare a commercial market appraisal valuation. The McGees Report is appended to this Proposal (refer Appendix E).

The independent commercial market appraisal indicates that the property is valued at $2,810,000.

Preliminary Site Contamination Study

Greencap Environmental were engaged to undertake a preliminary site contamination study. The Greencap Report identified some potential diesel spillage contamination but could not conclude if the spillage occurred on the East Waste Depot site or a neighbouring site. The Greencap Report was previously provided to Member Councils, and is appended to the McGees Report in Appendix E.

The General Manager has sought two (2) quotations to undertake more detailed site investigations, however has not proceeded with the studies due to East Waste's offer of $2.8M being rejected by the property owner. The detailed site contamination study will commence if the owners accept the East Waste EOI submission.

Governance

The proposed purchase of the East Waste depot has been reviewed by the East Waste Board, East Waste Audit and Risk Management Committee and Member Councils. Of note;

- 11 June 2015; East Waste Board resolved to obtain an independent valuation of the property, and seek Member Council approval to negotiate on the purchase of the property
- August – September 2015; approval given by Member Councils to the East Waste General Manager to negotiate on the purchase of the property
- September - October 2015; McGees engaged to undertake a commercial market appraisal of the property, and to represent East Waste in negotiations
- October 2015; Property owners reject East Waste's offer(s)
- 10 November 2015; East Waste Audit and Risk Management Committee receive and note an update report, and comment that in light the strategic risk being addressed, the Committee is comfortable with financial modelling in the range of $2.8M to $3.1M
- 19 November 2015; East Waste Board resolve to enter the EOI process to purchase the property at $3M subject to a satisfactory contamination study and Member Council approval.

3 STRATEGIC POSITIONING

The below Figure 1 illustrates the waste management, recycling, and organics processing facilities located within a 4km proximity of the East Waste Depot. Within the 4km radius East Waste has access to:

- IWS Transfer Station – Waste drop off (City of Campbelltown, City of Burnside, Town of Walkerville)
- TPI Transfer Station – Waste drop off (City of Norwood, Payneham & St Peters)
- Jeffries Transfer Station – Green Organics drop off (organics drop off for all Member Councils)
- SKM Transfer Station – Recyclables drop off (for all Member Councils)
- SKM potential new site – Recyclables processing (potential new processing facility).

A review of Figure 1 indicates that the East Waste Depot is strategically located within a waste management precinct. This location allows for efficient delivery of core services to Member Councils and continued exploration of logistical efficiencies.

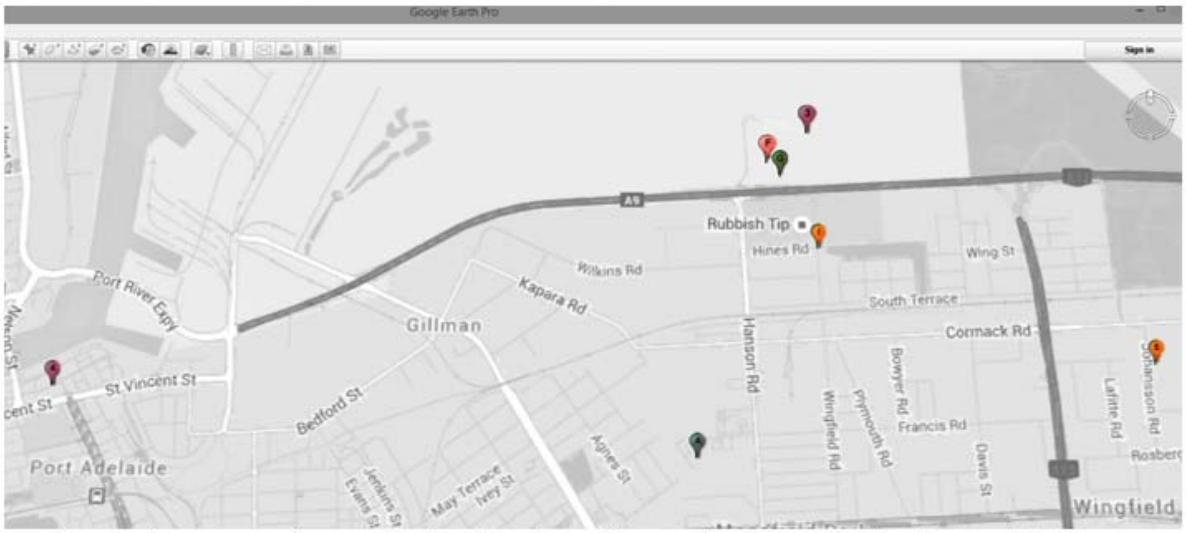


Figure 5: Close up map of organics and recycling drop-off locations by contractor within the Wingfield region

Table 3: List of organics and recycling drop-off locations by contractor

Indicator	Contractor	Site	Suburb	Distance from Easte Waste Depot (km)
A	East Waste	East Waste Depot	OTTOWAY	-
F	TPI	TPI Wingfield	WINGFIELD	2.0
G	Jeffries	Jeffries	WINGFIELD	1.7
I	IWS	Integrated Waste Services	WINGFIELD	1.4
3	SKM	Transpacific Industries	DRY CREEK	2.0
4	SKM	Potential new site	PORT ADELAIDE	3.5
5	Visy	Visy Recycling	WINGFIELD	2.5

Figure 1: Positioning of East Waste Depot in relation to existing waste and resource recovery infrastructure network.

4 TEN (10) YEAR BUSINESS PLAN

The 10 Year Business Plan and Long Term Financial Plan has been developed around two scenarios; (a) business as usual, and (b) enhanced service offerings to Member Councils. The business as usual scenario ideally sees Member Councils taking on all core service offerings of East Waste, which would include the acquisition of further collection vehicles over the 10 year planning horizon to respond to urban infill, population growth, and the continuation of Member Councils move to at-call hard waste services. The additional core service provisions under a business as usual model could be accommodated using the surplus area included in the sale. Alternatively the surplus land could be subdivided (subject to Council approval) and sold or leased.

5 RISK AND OPPORTUNITY

The opportunity to purchase the East Waste Depot site and adjacent land presents both opportunity and risk. Risk and opportunity have been investigated as part of the due diligence process, and a summary is provided here for Member Councils;

Business Continuity (strategic risk)

The East Waste Board have resolved to adopt a recently completed Risk Management Plan, Risk Management Framework and Business Continuity Policy. One significant risk identified to business continuity is the ability for the owners to sell the property, not continue the lease, or renege on the current lease. The ability to purchase the depot would remedy this risk to business continuity.

Strategic positioning

As discussed in Section 3 of this Report, the East Waste Depot is located in an ideal position in relation to existing waste disposal and resource recovery infrastructure. East Waste has recently executed 10 year contracts with SKM Recycling and Jeffries (organics).

Financial Modelling

The financial analysis prepared by East Waste's external accountancy firm Hood Sweeney indicates the purchasing the property will put East Waste in a stronger financial position. No assumptions have been made on the potential additional revenue that could be realised through the sale or lease of the surplus land/office. An assumption has been made that the property will increase, on average, 3% in capital value per year over the 10 year forecast period. There is obvious risk and opportunity with fluctuations in the market should East Waste purchase the property.

Agility

The purchase of the property would add additional transaction costs and potential loss on sale should Member Councils wind up East Waste. Purchasing the site would appear to reduce East Waste's flexibility.

Contamination

A preliminary site contamination study allocated a potential diesel spill risk to a site within close proximity to the purchase site, but the authors were unable to confirm if it occurred on the purchase site.

A detailed site contamination investigation is yet to be undertaken, leaving an unknown potential for elevated site contamination. Detailed investigations will be undertaken should the property owners accept the EOI submission. The purchase of the property is conditioned on a satisfactory site contamination report.

Infrastructure (opportunity cost)

The purchase site has purpose built site infrastructure (workshop/administration office/wash bay). East Waste would need to reestablish this infrastructure at an alternative site, or purchase a site with similar infrastructure, if continuation of the lease past the current expiry date (2024) was not available.

East Waste would need to make good buildings, trafficable areas, plant and equipment at the expiration of the current lease, if continuation of the lease past the current expiry date (2024) was not available.

East Waste would take on risk through purchasing the site based on the age and condition of the buildings and infrastructure on site. This risk formed part of the independent valuation and commercial market appraisal prepared by Maloney Field Services and McGees respectively.

Competitive positioning

East Waste purchasing the property would remove the opportunity for another waste collection company to purchase the site. This would appear to improve East Waste's competitive positioning.

Price

The two independent valuations provided a price range of $2.81M to $2.9M. The East Waste Audit and Risk Management Committee are on record as being comfortable with financial modelling between $2.8M and $3.1M in the context of addressing strategic risk. The East Waste Board have identified the purchase of the property as strategically important based on financial positioning, improved business continuity, reduced risk profile, location of the site (within the Wingfield "waste and recycling precinct", and existing purpose built site infrastructure (workshop/administration office/wash bay).

The perceived risk of paying above the valuation range appears offset by the strategic importance of purchasing the site.

6 RECOMMENDATION

That East Waste Member Councils approve the purchase of the property known as 1 Temple Court Ottoway Allotment 24 in DP 45437 under the conditions detailed in the EOI Submission, namely;

- **A purchase price of $3,000,000**
- **A satisfactory detailed site contamination study**
- **The approval of all six (6) Member Councils**

That the matter be treated in confidence by East Waste Member Councils until the matter has been finalised.

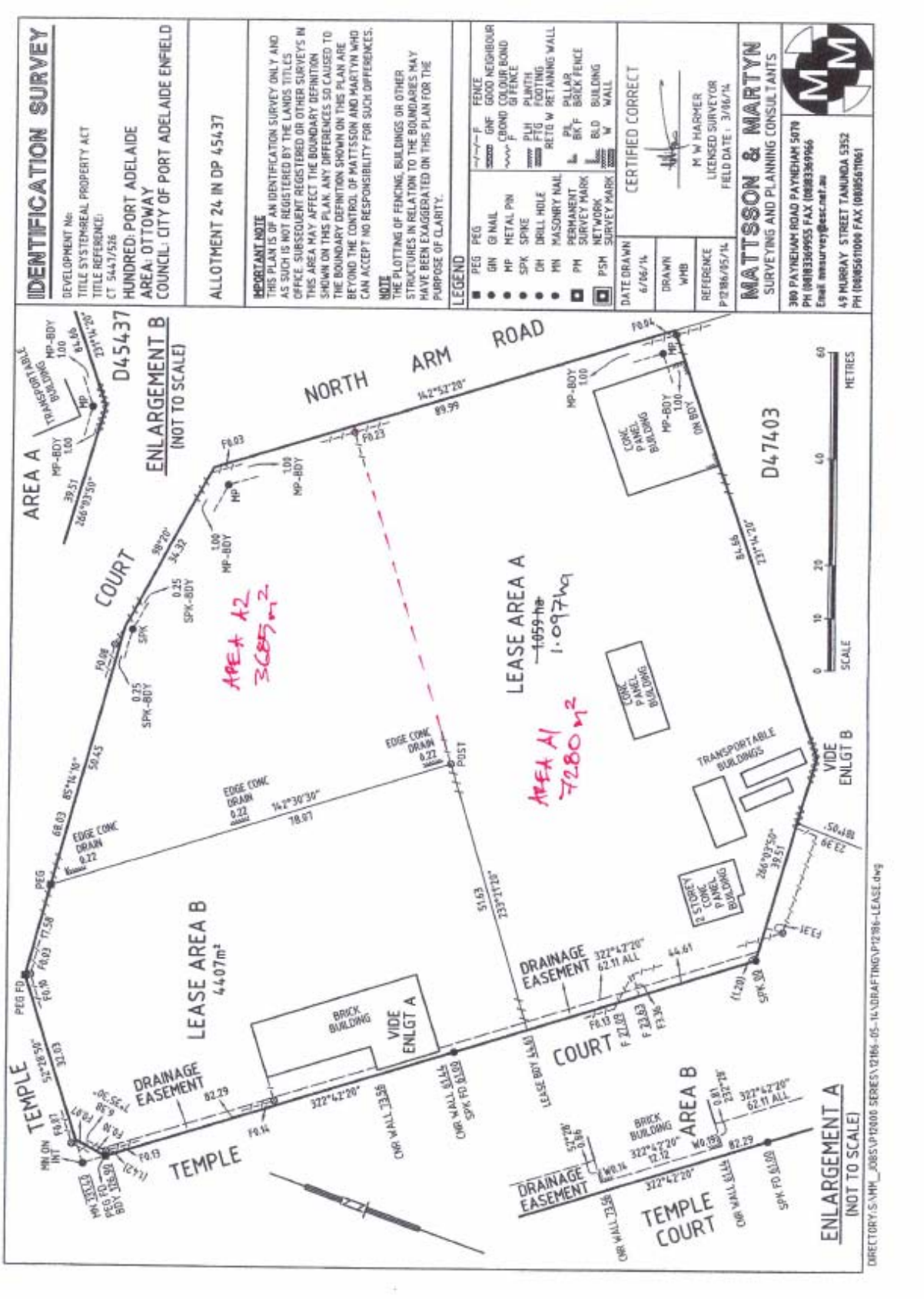
That all Member Councils advise East Waste of their respective approval to purchase the property by 4:00pm Tuesday 22 December 2015.

7 ENCLOSED

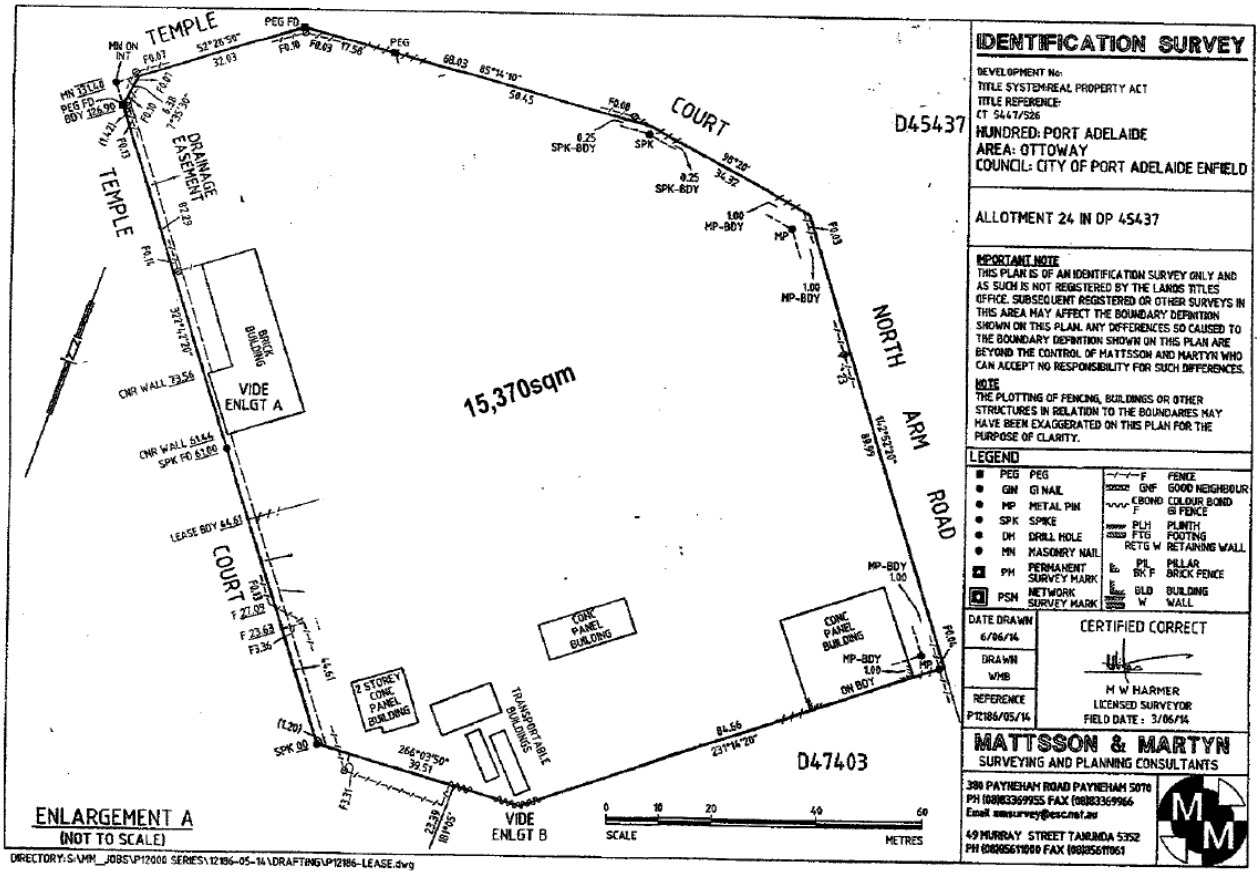
Enclosed for Member Council information;

- Appendix A – Marked Up Site Plan Showing East Waste Current Lease Area (Lease Area A (Area A1)) and Surplus Land (Lease Area B and Area A2)
- Appendix B – Site Plan Showing Total Property Purchase Area of 15,370sqm
- Appendix C – Copy of Expression of Interest Submission
- Appendix D – Updated Financial Analysis Report issued by East Waste's external accountancy firm Hood Sweeney
- Appendix E – Independent Commercial Market Appraisal Report issued by McGees

Appendix A – Marked Up Site Plan Showing East Waste Current Lease Area (Lease Area A (Area A1)) and Surplus Land (Lease Area B and Area A2)



Appendix B – Site Plan Showing Total Property Purchase Area of 15,370sqm



EXPRESSION OF INTEREST FORM

IN REGARD TO THE SALE OF

1 Temple Court, Ottoway

I/We wish to register our interest in purchasing the abovementioned property and hereby submit the following details.

1. Details of Purchasing Entity

Individual(s)/Company Name:	Eastern Waste Management Authority Incorporated
ABN:	15 972 100 754
Registered Address:	c/- McGees Property
	9/60 Waymouth Street, Adelaide SA 5000
Principal Contact:	James Juers
Telephone:	0438 442 909
Facsimile:	8231 1143
Email:	jjuers@adl.mcgees.com.au

2. Indicative Purchase Price

Price:	$3,000,000.00
GST:	NIL
Total:	$3,000,000.00

3. Deposit $100,000.00

4. Settlement Terms

Within fourteen (14) days of the satisfaction of special conditions.

5. Special Conditions

Any Special Conditions to be addressed and timing associated with them:

1. Subject to a detailed site contamination study (conducted at the cost of the purchaser) to the satisfaction of the purchaser. It is estimated that the results of the study will be available within eight (8) weeks of commencement of the study.
2. Subject to approval of Eastern Waste Management Authority Incorporated six (6) Member Councils. The Vendor is to note that the approval process has commenced and it is expected that approval, or otherwise, will be available on or before 22nd December 2015.
3. Purchaser's satisfactory review of the completed Form 1.

The registrant, by signing this document, authorises the Vendor to make whatever enquiries it deems appropriate to satisfy itself as to the ability of the registrant to complete a purchase of the property for the terms proposed.

Signature of Individual or on behalf of Company Representative registering interest:

Signed: _____

ADAM FAULKNER
General Director
Eastern Waste Management Authority Incorporated

Date: _____

T 1300 764 200 F 08 8232 1968
info@hoodsweeney.com.au
www.hoodsweeney.com.au
11–16 South Terrace Adelaide SA 5000
PO Box 10516 Adelaide BC SA 5000
Suite 13, Level 1 City Plaza Building
15–15a Darling Terrace Whyalla SA 5600
6a Graves Street Kadina SA 5554
One Hood Sweeney Pty Ltd. ABN 43 159 223 220

HOODSWEENEY

Private and Confidential
East Waste
PO Box 26
MANSFIELD PARK SA 5012

24 November 2015

Dear Adam

Proposed Property Purchase: 1 Temple Court, Ottoway

Scope

The scope of our engagement was to provide advice detailing the financial implications of and comparing the two alternatives of:

- Purchasing a property; and
- Leasing the same property.

We have been asked specifically to consider the impact of the decision on the cashflow, profitability and financial position of East Waste.

Declarations & Qualifications

This advice has been prepared in line with the scope described above.

In the preparation of this advice we have relied upon and considered information believed after due enquiry to be reliable and accurate. We do not imply and it should not be construed that we have verified any of the information provided to us, or that our enquiries could have identified any matter that a more extensive examination might disclose.

Our opinions are based on the information provided to us by East Waste. Neither Hood Sweeney Pty Ltd nor any member or employee thereof undertakes responsibility in any way whatsoever to any person in respect of errors in this advice arising from incorrect information provided by East Waste.

Assumptions

Based on the information provided and our correspondence relating to this engagement, we have used the following assumptions in preparing our advice:

- The property is located at 1 Temple Court, Ottoway SA
- The property consists of areas totalling 15,370 sqm
- The property can be purchased for $3,000,000
- The purchase is to be financed through the Local Government Finance Authority with a fixed interest rate of 4.25% with no cash deposit
- Costs relating to the property purchase will be paid in cash

Liability Limited By A Scheme Approved Under Professional Standards Legislation

HOODSWEENEY

- The property would be contracted for purchase on 18 December 2015 and settle by 31 December 2015
- Lease Area A of the property can be leased for $180,000 per annum which is indexed annually at 4%
- Additional maintenance expenses of $15,000 per year would be incurred if the property was purchased

If any of the above assumptions are incorrect please contact us to discuss a revision.

Financial Analysis: Property Purchase

The key financial considerations for a commercial property purchase are:

- Is the property priced at market value?
- What are the costs of purchasing, holding and maintaining the property?
- Will the property appreciate in value over time and by how much?

Is the property priced at market value?

There have been two commercial properties in Ottoway that have been listed for sale within the past 12 months.

Property	Area Size	Price	Type
18 Duncan Crt	16,780 sqm	$3,080,000	Land + 1 Warehouse
91-103 Cleveland Tce	26,950 sqm	$1,650,000	Land + 3 Buildings

This indicates that a price between $61 and $183 per sqm is appropriate for the area. The proposed purchase price represents a price of $195 per sqm which is above this range. Both of these properties may not be comparable to the proposed purchase which could be the reason for this variance.

We cannot provide a comprehensive valuation on the property as we are not qualified valuers. We understand that you have engaged Maloney Field Services and McGees Commercial Property to provide advice on the value of the property.

HOODSWEENEY

What are the costs of purchasing, holding and maintaining the property?

Based on a purchase price of $3,000,000, we anticipate there will be approximately $166,830 of purchase related costs as follows:

Stamp Duty	$158,830
Conveyancing Fees	$1,500
Finance Costs	$1,500
Valuation Fees	$5,000
Total Estimated Costs	$166,830

Based on the current lease agreement, holdings costs such as council rates, land tax & insurance are all being born by East Waste which means that by purchasing the property, there will be no further impact on the financial performance or position of East Waste.

The costs of maintaining the property are unpredictable in nature and difficult to estimate. You will need to consider potential costs relating to the age of the buildings, additional capital improvements required and making the property suitable for use.

Will the property appreciate in value of time and by how much?

Commercial properties generally appreciate over time but at a slower rate compared to residential property. Commercial properties are also more sensitive to economic conditions and tend to decline in value if the property becomes untenanted.

It is difficult to predict what will happen to the capital value of the property in the future and you will have to rely on your own judgement in estimating the capital growth potential of the property.

Financial Analysis: Property Lease

The key financial considerations for a commercial property lease are:

- Is the lease at market value?
- What are the terms and requirements of the lease?

Is the lease at market value?

Based on a property value of $3,000,000 the lease represents a 6% yield. Commercial properties typically attract between 7% & 9% rental yields which indicates that either the lease may be under market value or the property may be over market value.

HOODSWEENEY

We cannot provide a comprehensive lease appraisal on the property as we are not qualified valuers.

What are the terms and requirements of the lease?

You will need to consider whether the length of the lease is appropriate for your individual needs. It is also important to consider what restrictions and conditions you are subject to as part of the lease, in particular you should consider what activities are permitted on the property.

Financial Impacts Compared

The following tables compare our estimated cash flow impact of purchasing the property and leasing the property:

Year 1	Purchase	Lease
Initial Outlay (Deposit)	$166,830	Nil
Repayments	$136,263	Nil
Rent Payments	Nil	$86,969
Additional Maintenance	$9,625	Nil
Net Cash Outflow	$312,718	$86,969

Years 2-10	Purchase	Lease
Repayments	$2,457,297	Nil
Rent Payments	Nil	$2,088,624
Additional Maintenance	$148,500	Nil
Net Cash Outflow	$2,605,797	$2,088,624

The above tables show that the proposed purchase will have a cash flow impact of $742,922 over the first 10 years of the purchase.

Whilst we haven't been asked to forecast beyond the first 10 years (aligned with the long term financial plan), it is important to consider the impact beyond this period. As the loan for the property is on a 15 year term there will be repayments of $1,498,893 over years 11 to 20. Over the same 10 year period we anticipate rent payments will exceed $2,700,000 as rent for year 10 is $270,108, so conservatively assuming no indexation, the purchase should result in at least $1,000,000 of additional cash flow over years 11 to 20.

HOODSWEENEY

This is summarised in the table below:

Years 11-20	Purchase	Lease
Repayments	$1,498,893	Nil
Rent Payments	Nil	$2,700,000
Additional Maintenance	$165,000	Nil
Net Cash Outflow	$1,663,893	$2,700,000

Taking into account a conservative capital growth rate of 3% per annum, the property should increase in value by approximately $1,031,750 over this 10 year period. We recognize that the property value will fluctuate and will not increase by a fixed 3% annually, however we believe that over the 10 year period the property will appreciate.

We enclose two versions of the Long Term Financial Plan that have been adjusted for both the property purchase and property lease alternatives.

Recommendations

We recommend that you carefully consider whether or not the property meets your needs, in particular please consider the long term strategic importance of the property, the property's proximity to required services (eg dump) and the risk of non-renewal of the lease at the end of the lease term.

Based on our financial modelling, it appears that the property purchase is the better financial decision and should result in superior profitability, cashflow and financial position compared to leasing the same property.

If you have any questions, please contact us on 1300 764 200.

Yours sincerely

MARISA RICCIO
Director

enc.

- Appendix A: Three-way forecast with property purchase
- Appendix B: Three-way forecast with lease
- Appendix C: Identification Survey of CT 5447/526

East Waste

Profit & Loss (Projected)

July 2015 - June 2025

HOODSWEENEY
join the journey

	Jul 15 - Jun 16	Jul 16 - Jun 17	Jul 17 - Jun 18	Jul 18 - Jun 19	Jul 19 - Jun 20	Jul 20 - Jun 21	Jul 21 - Jun 22	Jul 22 - Jun 23	Jul 23 - Jun 24	Jul 24 - Jun 25
Income										
Total Income	**12,655,880**	**13,073,702**	**13,504,945**	**13,950,607**	**14,410,981**	**14,886,543**	**15,377,799**	**15,885,266**	**16,409,479**	**16,950,993**
Cost of Operations										
Dumping Fees - Contamination	50,000	51,650	53,354	55,115	56,934	58,813	60,753	62,758	64,829	66,969
Disposal Fees - Waste	750,000	774,750	800,317	826,727	854,009	882,191	911,303	941,376	972,442	1,004,533
Disposal Fees - G/O	900,000	929,700	960,380	992,072	1,024,811	1,058,629	1,093,564	1,129,652	1,166,930	1,205,439
Disposal Fees - Hard	129,600	133,876	138,294	142,858	147,572	152,442	157,473	162,670	168,038	173,583
Fuel; Gas & Oil	1,148,856	1,186,762	1,225,925	1,266,380	1,308,171	1,351,340	1,395,935	1,442,001	1,489,587	1,538,743
Fuel Tax Credits	253,766	253,766	253,766	253,766	253,766	253,766	253,766	253,766	253,766	253,766
Maintenance - Trucks	1,167,322	1,205,843	1,245,636	1,286,742	1,329,205	1,373,068	1,418,380	1,465,186	1,513,537	1,563,484
Maintenance - Bins	197,550	204,069	210,803	217,760	224,946	232,369	240,037	247,958	256,141	264,594
Registration & Insurance - Trucks	271,000	279,943	289,181	298,724	308,582	318,765	329,284	340,151	351,376	362,971
Wages & Salaries	3,563,135	3,705,660	3,835,359	3,969,596	4,171,520	4,317,523	4,468,636	4,625,039	4,786,915	5,017,445
Superannuation	265,832	299,062	309,529	320,362	336,325	348,096	379,242	412,141	446,879	488,976
Workers' Compensation	130,192	134,098	138,121	142,264	146,532	150,928	155,456	160,120	164,923	169,871
Wages: Casual Agency	700,000	721,000	742,630	764,909	787,856	811,492	835,837	860,912	886,739	913,341
Sorting Fees	50,000	51,650	53,354	55,115	56,934	58,812	60,753	62,758	64,829	66,969
Total Cost of Operations	**9,577,253**	**9,931,828**	**10,256,647**	**10,592,390**	**11,007,163**	**11,368,234**	**11,760,419**	**12,166,487**	**12,586,931**	**13,090,684**
Operating Surplus (Deficit)	**3,078,627**	**3,141,874**	**3,248,298**	**3,358,217**	**3,403,818**	**3,518,309**	**3,617,380**	**3,718,779**	**3,822,548**	**3,860,309**
Operating Surplus (Deficit) %	**24.33%**	**24.03%**	**24.05%**	**24.07%**	**23.62%**	**23.63%**	**23.52%**	**23.41%**	**23.29%**	**22.77%**
Expenses										
Account Fees	1,000	1,033	1,067	1,102	1,139	1,176	1,215	1,255	1,296	1,339
Accounting & Audit	35,000	36,155	37,348	38,580	39,854	41,169	42,527	43,931	45,380	46,878
Bank Charges	2,000	2,066	2,134	2,204	2,277	2,352	2,430	2,510	2,593	2,679
Board Fees	25,500	26,341	27,210	28,108	29,036	29,994	30,984	32,007	33,063	34,154
Burnside 2nd Bin Reimbursement	4,200	4,339	4,482	4,629	4,782	4,940	5,103	5,271	5,445	5,625
Cloud Server - Initial Outlay	0	0	0	10,455	0	0	0	0	0	0
Cloud Server - Monthly Fee	0	0	0	5,782	5,973	6,170	6,373	6,584	6,801	7,025
Consulting	75,000	77,475	80,031	82,673	85,401	88,219	91,130	94,137	97,244	100,453
Conference	6,000	6,198	6,402	6,614	6,832	7,057	7,290	7,531	7,779	8,036
Communications	102,476	105,857	109,351	112,959	116,687	120,538	124,515	128,625	132,869	137,254
Entertainment	500	516	533	551	569	588	607	627	648	669
Equipment Hire	15,000	15,495	16,006	16,534	17,080	17,643	18,226	18,827	19,449	20,090
Education & Training	15,000	15,495	16,006	16,534	17,080	17,643	18,226	18,827	19,449	20,090
Fire / Security Service	11,700	12,086	12,485	12,897	13,322	13,762	14,216	14,685	15,710	15,670
GPS Monthly Tracking	39,500	40,803	42,150	43,540	44,977	46,462	47,995	49,579	51,215	52,905
Insurance	25,000	25,825	26,677	27,557	28,467	29,406	30,376	31,379	32,414	33,484
Kerbside Audits	10,000	10,330	10,671	11,023	11,387	11,762	12,150	12,551	12,966	13,393

East Waste

Profit & Loss (Projected)

July 2015 - June 2025

HOODSWEENEY
join the journey

	Jul 15 - Jun 16	Jul 16 - Jun 17	Jul 17 - Jun 18	Jul 18 - Jun 19	Jul 19 - Jun 20	Jul 20 - Jun 21	Jul 21 - Jun 22	Jul 22 - Jun 23	Jul 23 - Jun 24	Jul 24 - Jun 25
Legal Fees	19,950	20,608	21,288	21,991	22,716	23,466	24,240	25,040	25,867	26,720
Lease: Two-way Radio	4,868	5,028	5,194	5,366	5,543	5,726	5,915	6,110	6,311	6,520
Licence Fees	2,340	2,417	2,497	2,579	2,664	2,752	2,843	2,937	3,034	3,134
Maintenance - Motor Vehicles	30,000	30,990	32,012	33,069	34,160	35,287	36,452	37,655	38,897	40,181
Maintenance - Property	8,750	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Other Items - Mitcham Waste	9,900	10,227	10,564	10,912	11,273	11,644	12,029	12,426	12,836	13,259
Other Items - Ottoway	50,800	52,476	54,208	55,997	57,844	59,753	61,725	63,762	65,866	68,040
Power	31,970	33,025	34,115	35,240	36,403	37,605	38,846	40,127	41,452	42,820
Printing, Stationary, Postage & Courier	35,040	36,196	37,390	38,624	39,899	41,216	42,576	43,981	45,432	46,932
Promotion & Advertising	30,400	31,403	32,439	33,510	34,616	35,758	36,938	38,157	39,416	40,717
Protective Clothing	25,000	25,825	26,677	27,557	28,467	29,406	30,377	31,379	32,414	33,484
Telephone	42,750	44,160	45,618	47,123	48,678	50,285	51,944	53,658	55,429	57,258
Outgoings Ottoway Depot	45,000	46,485	48,019	49,603	51,240	52,931	54,678	56,482	58,346	60,272
Rent - Ottoway	79,063	0	0	0	0	0	0	0	0	0
Risk Assessment Expenses	10,000	10,330	10,671	11,023	11,387	11,762	12,150	12,551	12,966	13,393
Staff Amenities	44,900	46,381	47,912	49,493	51,126	52,813	54,556	56,357	58,217	60,138
Staff Medical	1,000	1,033	1,067	1,102	1,138	1,176	1,215	1,255	1,296	1,339
Subscriptions	6,300	6,508	6,722	6,944	7,173	7,410	7,655	7,907	8,168	8,438
Sundry Items	14,500	14,978	15,473	15,983	16,511	17,055	17,618	18,200	18,800	19,421
Tools, Minor Equipment	51,000	52,683	54,421	56,217	58,073	59,989	61,969	64,013	66,126	68,308
Total Expenses	**911,407**	**865,767**	**893,840**	**939,074**	**958,774**	**989,915**	**1,022,089**	**1,055,323**	**1,090,194**	**1,125,118**
Operating Surplus (Deficit) After Overheads	**2,167,221**	**2,276,107**	**2,354,458**	**2,419,143**	**2,445,044**	**2,528,394**	**2,595,291**	**2,663,456**	**2,732,354**	**2,735,191**
Other Income										
Other Income										
Fuel Tax Credits	253,766	253,766	253,766	253,766	253,766	253,766	253,766	253,766	253,766	253,766
Sundry Income	10,000	10,330	10,671	11,023	11,386	11,762	12,150	12,551	12,966	13,393
Total Other Income	**263,766**	**264,096**	**264,437**	**264,789**	**265,152**	**265,528**	**265,916**	**266,317**	**266,732**	**267,159**
Profit from Sale of Fixed Assets	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000
Gains on Revaluation	(166,830)	90,000	92,700	95,481	98,345	101,296	104,335	107,465	110,689	114,009
Total Other Income	**141,936**	**399,096**	**402,137**	**405,270**	**408,497**	**411,823**	**415,250**	**418,781**	**422,420**	**426,168**
Other Expense										
Provisions										
Employee Entitlements - Annual Leave	239,000	246,887	255,034	263,450	272,144	281,125	290,402	299,985	309,885	320,111
Employee Entitlements - Long Service Leave	40,000	41,320	42,683	44,092	45,547	47,050	48,603	50,206	51,863	53,575
Total Provisions	**279,000**	**288,207**	**297,717**	**307,542**	**317,691**	**328,175**	**339,005**	**350,191**	**361,748**	**373,686**
Total Other Expense	**279,000**	**288,207**	**297,717**	**307,542**	**317,691**	**328,175**	**339,005**	**350,191**	**361,748**	**373,686**
Net Surplus (Deficit) Before Interest & Depreciation	**2,030,157**	**2,386,995**	**2,458,877**	**2,516,870**	**2,535,850**	**2,612,042**	**2,671,536**	**2,732,047**	**2,793,027**	**2,787,673**

East Waste

Profit & Loss (Projected)

July 2015 - June 2025

	Jul 15 - Jun 16	Jul 16 - Jun 17	Jul 17 - Jun 18	Jul 18 - Jun 19	Jul 19 - Jun 20	Jul 20 - Jun 21	Jul 21 - Jun 22	Jul 22 - Jun 23	Jul 23 - Jun 24	Jul 24 - Jun 25
Depreciation										
Buildings & Other Structures	5,181	4,663	4,197	3,777	3,399	3,059	2,753	2,478	2,230	2,007
Plant & Equipment	1,802,801	1,857,558	1,913,891	1,971,854	2,031,501	2,092,888	2,156,072	2,221,112	2,288,068	2,356,999
Total Depreciation	**1,807,982**	**1,862,221**	**1,918,088**	**1,975,631**	**2,034,900**	**2,095,947**	**2,158,825**	**2,223,590**	**2,290,298**	**2,359,007**
Net Surplus (Deficit) Before Interest	**222,175**	**524,774**	**540,789**	**541,239**	**500,951**	**516,095**	**512,711**	**508,457**	**502,729**	**428,666**
Interest Income										
Bank Accounts										
Bank SA	18,463	25,667	28,991	28,636	25,582	28,371	33,593	39,261	44,487	40,831
LGFA Investment Account	28,301	27,354	27,976	28,612	29,262	29,928	30,608	31,304	32,015	32,743
Total Bank Accounts	**46,764**	**53,021**	**56,967**	**57,248**	**54,844**	**58,299**	**64,201**	**70,565**	**76,502**	**73,574**
Total Interest Income	**46,764**	**53,021**	**56,967**	**57,248**	**54,844**	**58,299**	**64,201**	**70,565**	**76,502**	**73,574**
Interest Expense										
Loans										
Lease & Goods Mortgage	367,936	413,096	397,267	489,650	512,283	539,486	570,528	605,504	644,288	684,236
LGFA Equity Loan	33,396	27,221	20,616	13,551	5,993	0	0	0	0	0
Loan - Purchase of Property	74,687	123,447	116,981	110,231	103,183	95,825	88,144	80,125	71,754	63,016
Total Loans	**476,019**	**563,764**	**534,865**	**613,432**	**621,459**	**635,311**	**658,672**	**685,629**	**716,043**	**747,252**
Total Interest Expense	**476,019**	**563,764**	**534,865**	**613,432**	**621,459**	**635,311**	**658,672**	**685,629**	**716,043**	**747,252**
Net Finance Costs	**429,254**	**510,743**	**477,898**	**556,184**	**566,615**	**577,012**	**594,471**	**615,065**	**639,540**	**673,678**
Net Surplus (Deficit) Before Income Tax	**(207,080)**	**14,031**	**62,892**	**(14,945)**	**(65,665)**	**(60,917)**	**(81,760)**	**(106,608)**	**(136,812)**	**(245,012)**
Net Surplus (Deficit)	**(207,080)**	**14,031**	**62,892**	**(14,945)**	**(65,665)**	**(60,917)**	**(81,760)**	**(106,608)**	**(136,812)**	**(245,012)**
Movement in Retained Earnings	**(207,080)**	**14,031**	**62,892**	**(14,945)**	**(65,665)**	**(60,917)**	**(81,760)**	**(106,608)**	**(136,812)**	**(245,012)**
Cumulative Retained Earnings	**(28,125)**	**(14,094)**	**48,798**	**33,853**	**(31,811)**	**(92,728)**	**(174,488)**	**(281,096)**	**(417,907)**	**(662,919)**

East Waste

Balance Sheet (Projected)

July 2015 - June 2025

HOODSWEENEY
join the journey

	Jul 15 - Jun 16	Jul 16 - Jun 17	Jul 17 - Jun 18	Jul 18 - Jun 19	Jul 19 - Jun 20	Jul 20 - Jun 21	Jul 21 - Jun 22	Jul 22 - Jun 23	Jul 23 - Jun 24	Jul 24 - Jun 25
Current Assets										
Bank Accounts										
Bank SA	1,125,905	1,279,256	1,438,331	1,293,086	1,162,794	1,487,337	1,754,643	2,004,927	2,233,542	787,249
LGFA Investment Account	1,203,249	1,230,603	1,258,578	1,287,190	1,316,453	1,346,380	1,376,988	1,408,292	1,440,307	1,473,050
Total Bank Accounts	**2,329,154**	**2,509,858**	**2,696,909**	**2,580,276**	**2,479,246**	**2,833,717**	**3,131,631**	**3,413,219**	**3,673,849**	**2,260,299**
Receivables										
General Trade Debtors	268,356	228,905	188,134	146,015	102,507	57,563	11,137	(36,823)	(86,362)	1,464,422
Fuel Tax Credits	69,786	69,786	69,786	69,786	69,786	69,786	69,786	69,786	69,786	69,786
Total Receivables	**338,142**	**298,690**	**257,919**	**215,800**	**172,292**	**127,349**	**80,923**	**32,963**	**(16,577)**	**1,534,207**
Other Current Assets										
Prepayments	785	785	785	785	785	785	785	785	785	785
Stores & Materials	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
Total Other Current Assets	**1,985**	**1,985**	**1,985**	**1,985**	**1,985**	**1,985**	**1,985**	**1,985**	**1,985**	**1,985**
Total Current Assets	**2,669,281**	**2,810,534**	**2,956,814**	**2,798,062**	**2,653,523**	**2,963,051**	**3,214,539**	**3,448,166**	**3,659,257**	**3,796,491**
Non Current Assets										
Tangible Assets										
Buildings & Other Structures	75,115	75,115	75,115	75,115	75,115	75,115	75,115	75,115	75,115	75,115
Plant & Equipment	22,839,350	24,642,880	26,500,515	28,413,880	30,384,645	32,414,535	34,505,320	36,658,830	38,876,945	41,161,603
New Property	3,000,000	3,090,000	3,182,700	3,278,181	3,376,526	3,477,822	3,582,157	3,689,622	3,800,310	3,914,320
Accumulated Depreciation										
Buildings & Other Structures	(28,487)	(33,149)	(37,346)	(41,123)	(44,522)	(47,581)	(50,335)	(52,813)	(55,043)	(57,050)
Plant & Equipment	(16,383,125)	(18,240,683)	(20,154,575)	(22,126,428)	(24,157,929)	(26,250,817)	(28,406,889)	(30,628,001)	(32,916,068)	(35,273,067)
Total Accumulated Depreciation	**(16,411,612)**	**(18,273,833)**	**(20,191,921)**	**(22,167,551)**	**(24,202,451)**	**(26,298,398)**	**(28,457,223)**	**(30,680,813)**	**(32,971,111)**	**(35,330,118)**
Total Tangible Assets	**9,502,853**	**9,534,162**	**9,566,409**	**9,599,625**	**9,633,835**	**9,669,074**	**9,705,368**	**9,742,753**	**9,781,259**	**9,820,920**
Total Non Current Assets	**9,502,853**	**9,534,162**	**9,566,409**	**9,599,625**	**9,633,835**	**9,669,074**	**9,705,368**	**9,742,753**	**9,781,259**	**9,820,920**
TOTAL ASSETS	**12,172,134**	**12,344,696**	**12,523,224**	**12,397,686**	**12,287,359**	**12,632,125**	**12,919,907**	**13,190,920**	**13,440,516**	**13,617,411**
Current Liabilities										
Payables										
General Trade Creditors	563,612	582,028	601,033	620,656	640,931	661,866	683,483	705,802	728,912	752,673
Fuel Tax Credits	21,147	21,147	21,147	21,147	21,147	21,147	21,147	21,147	21,147	21,147
Superannuation	22,153	24,923	25,795	26,697	28,028	29,008	31,604	34,345	37,241	40,749
PAYG Payable										
General PAYG Payable	61,821	64,294	66,544	68,873	72,376	74,909	77,531	80,245	83,054	87,053
Total PAYG Payable	**61,821**	**64,294**	**66,544**	**68,873**	**72,376**	**74,909**	**77,531**	**80,245**	**83,054**	**87,053**
Total Payables	**668,733**	**692,391**	**714,519**	**737,374**	**762,482**	**786,931**	**813,765**	**841,539**	**870,354**	**901,622**
GST										
GST Payable	165,088	170,395	175,871	181,389	187,235	193,276	199,518	205,968	212,619	219,519

East Waste

Balance Sheet (Projected)

July 2015 - June 2025

HOODSWEENEY
join the journey

	Jul 15 - Jun 16	Jul 16 - Jun 17	Jul 17 - Jun 18	Jul 18 - Jun 19	Jul 19 - Jun 20	Jul 20 - Jun 21	Jul 21 - Jun 22	Jul 22 - Jun 23	Jul 23 - Jun 24	Jul 24 - Jun 25
Total GST	**165,088**	**170,395**	**175,871**	**181,389**	**187,235**	**193,276**	**199,518**	**205,968**	**212,619**	**219,519**
Loans Payable										
Lease & Goods Mortgage	1,527,622	1,592,549	1,578,059	1,810,485	1,535,023	1,506,112	1,556,096	1,607,579	1,462,245	1,453,283
LGFA Equity Loan	94,797	101,402	108,467	116,025	0	0	0	0	0	0
Loan - Purchase of Property	149,265	155,779	162,575	169,666	177,064	184,784	192,839	201,244	210,014	219,166
Total Loans Payable	**1,771,684**	**1,849,729**	**1,849,101**	**2,096,176**	**1,712,088**	**1,690,897**	**1,748,935**	**1,808,823**	**1,672,260**	**1,672,449**
Provisions										
Staff Provision										
Employee Entitlements - Annual Leave	261,169	330,257	373,831	403,824	426,691	445,927	463,429	480,227	496,888	513,725
Total Staff Provision	**261,169**	**330,257**	**373,831**	**403,824**	**426,691**	**445,927**	**463,429**	**480,227**	**496,888**	**513,725**
Total Provisions	**261,169**	**330,257**	**373,831**	**403,824**	**426,691**	**445,927**	**463,429**	**480,227**	**496,888**	**513,725**
Total Current Liabilities	**2,866,673**	**3,042,773**	**3,113,322**	**3,418,763**	**3,088,496**	**3,117,031**	**3,225,647**	**3,336,558**	**3,252,121**	**3,307,315**
Non-Current Liabilities										
Loans Payable										
Lease & Goods Mortgage	5,451,870	5,528,037	5,778,952	5,569,952	5,906,379	6,341,201	6,789,069	7,250,372	7,923,875	8,501,732
LGFA Equity Loan	325,893	224,491	116,024	(0)	(0)	(0)	(0)	(0)	(0)	(0)
Loan - Purchase of Property	2,789,159	2,633,487	2,470,961	2,301,284	2,124,144	1,939,218	1,746,169	1,544,642	1,334,270	1,114,668
Total Loans Payable	**8,566,922**	**8,386,015**	**8,365,937**	**7,871,235**	**8,030,522**	**8,280,420**	**8,535,237**	**8,795,014**	**9,258,145**	**9,616,400**
Provisions										
Staff Provision										
Employee Entitlements - Long Service Leave	400,610	441,930	385,077	341,727	346,026	351,259	357,367	364,300	372,013	380,471
Total Staff Provision	**400,610**	**441,930**	**385,077**	**341,727**	**346,026**	**351,259**	**357,367**	**364,300**	**372,013**	**380,471**
Total Provisions	**400,610**	**441,930**	**385,077**	**341,727**	**346,026**	**351,259**	**357,367**	**364,300**	**372,013**	**380,471**
Total Non-Current Liabilities	**8,967,532**	**8,827,945**	**8,751,014**	**8,212,963**	**8,376,548**	**8,631,678**	**8,892,605**	**9,159,314**	**9,630,159**	**9,996,872**
TOTAL LIABILITIES	**11,834,205**	**11,870,718**	**11,864,336**	**11,631,725**	**11,465,044**	**11,748,709**	**12,118,251**	**12,495,871**	**12,882,280**	**13,304,186**
NET ASSETS	**337,929**	**473,978**	**658,888**	**765,961**	**822,314**	**883,416**	**801,656**	**695,048**	**558,237**	**313,224**
Capital and Reserves										
Equity										
Prepayment Equity Loan Accumulated	244,036	366,054	488,072	610,090	732,108	854,126	854,126	854,126	854,126	854,126
Total Equity	**244,036**	**366,054**	**488,072**	**610,090**	**732,108**	**854,126**	**854,126**	**854,126**	**854,126**	**854,126**
Retained Earnings										
Retained Earnings	93,893	107,924	170,816	155,871	90,207	29,290	(52,470)	(159,078)	(295,889)	(540,901)
Total Retained Earnings	**93,893**	**107,924**	**170,816**	**155,871**	**90,207**	**29,290**	**(52,470)**	**(159,078)**	**(295,889)**	**(540,901)**
Total Capital and Reserves	**337,929**	**473,978**	**658,888**	**765,961**	**822,315**	**883,416**	**801,656**	**695,048**	**558,237**	**313,225**
TOTAL EQUITY	**337,929**	**473,978**	**658,888**	**765,961**	**822,315**	**883,416**	**801,656**	**695,048**	**558,237**	**313,225**

East Waste

Cash Flow (Projected)

July 2015 - June 2025

	Jul 15 - Jun 16	Jul 16 - Jun 17	Jul 17 - Jun 18	Jul 18 - Jun 19	Jul 19 - Jun 20	Jul 20 - Jun 21	Jul 21 - Jun 22	Jul 22 - Jun 23	Jul 23 - Jun 24	Jul 24 - Jun 25
Cash Inflow										
Total Income	**14,239,868**	**14,682,779**	**15,157,908**	**15,648,910**	**16,156,114**	**16,680,054**	**17,221,283**	**17,780,375**	**18,357,913**	**17,352,554**
Interest Received	46,764	53,021	56,967	57,248	54,844	58,299	64,201	70,565	76,502	73,574
Non-Current Asset Sales	49,500	49,500	49,500	49,500	49,500	49,500	49,500	49,500	49,500	49,500
Loans Received	4,751,000	1,803,530	1,857,636	1,913,365	1,970,766	2,029,889	2,090,786	2,153,509	2,218,114	2,284,658
Equity Additions	122,018	122,018	122,018	122,018	122,018	122,018	0	0	0	0
Total Cash Inflows	**19,209,150**	**16,710,848**	**17,244,029**	**17,791,040**	**18,353,242**	**18,939,759**	**19,425,770**	**20,053,949**	**20,702,029**	**19,760,286**
Cash Outflow										
Costs										
Dumping Fees - Contamination	86,034	56,663	58,533	60,466	62,460	64,522	66,651	68,850	71,122	73,470
Disposal Fees - Waste	949,945	849,956	878,005	906,980	936,909	967,827	999,765	1,032,757	1,066,838	1,102,044
Disposal Fees - G/O	990,376	1,019,948	1,053,605	1,088,374	1,124,291	1,161,391	1,199,718	1,239,310	1,280,205	1,322,453
Disposal Fees - Hard	124,633	133,519	137,926	142,478	147,179	152,036	157,054	162,237	167,590	173,121
Fuel; Gas & Oil	1,280,703	1,301,963	1,344,927	1,389,310	1,435,157	1,482,517	1,531,441	1,581,978	1,634,183	1,688,112
Fuel Tax Credits	253,766	253,766	253,766	253,766	253,766	253,766	253,766	253,766	253,766	253,766
Maintenance - Trucks	1,313,753	1,322,896	1,366,552	1,411,648	1,458,233	1,506,354	1,556,064	1,607,415	1,660,458	1,715,254
Maintenance - Bins	211,196	223,879	231,266	238,898	246,782	254,925	263,338	272,028	281,005	290,279
Registration & Insurance - Trucks	298,107	307,118	317,252	327,722	338,536	349,709	361,248	373,171	385,484	398,206
Superannuation	266,842	296,292	308,657	319,460	334,994	347,116	376,646	409,400	443,983	485,468
Workers' Compensation	130,192	134,098	138,121	142,264	146,532	150,928	155,456	160,120	164,923	169,871
Wages: Casual Agency	775,130	791,175	814,911	839,357	864,538	890,474	917,189	944,705	973,045	1,002,236
Sorting Fees	116,862	56,663	58,533	60,466	62,460	64,522	66,650	68,850	71,122	73,470
Account Fees	1,102	1,133	1,172	1,209	1,250	1,290	1,332	1,377	1,422	1,469
Accounting & Audit	38,500	39,665	40,973	42,326	43,722	45,166	46,655	48,195	49,785	51,428
Bank Charges	2,168	2,266	2,342	2,418	2,498	2,581	2,665	2,753	2,845	2,939
Bill Fees	33	0	0	0	0	0	0	0	0	0
Board Fees	25,161	26,270	27,138	28,033	28,959	29,914	30,902	31,921	32,975	34,063
Burnside 2nd Bin Reimbursement	3,850	4,327	4,470	4,617	4,769	4,927	5,089	5,257	5,431	5,610
Cloud Server - Initial Outlay	0	0	0	11,500	0	0	0	0	0	0
Cloud Server - Monthly Fee	0	0	0	6,360	6,570	6,787	7,011	7,242	7,481	7,728
Consulting	82,959	84,995	87,800	90,698	93,691	96,782	99,976	103,276	106,684	110,204
Conference	6,164	6,799	7,024	7,256	7,495	7,742	7,998	8,262	8,534	8,817
Communications	107,078	116,133	119,966	123,924	128,015	132,239	136,601	141,111	145,767	150,578
Entertainment	504	567	584	605	624	646	666	688	712	734
Equipment Hire	16,959	16,998	17,560	18,139	18,737	19,356	19,996	20,655	21,337	22,040
Education & Training	16,625	16,998	17,560	18,139	18,737	19,356	19,996	20,655	21,337	22,040
Fire / Security Service	12,946	13,258	13,697	14,149	14,615	15,099	15,596	16,111	17,186	17,241
GPS Monthly Tracking	41,204	44,763	46,242	47,766	49,343	50,973	52,654	54,392	56,187	58,040

East Waste

Cash Flow (Projected)

July 2015 - June 2025

HOODSWEENEY
join the journey

	Jul 15 - Jun 16	Jul 16 - Jun 17	Jul 17 - Jun 18	Jul 18 - Jun 19	Jul 19 - Jun 20	Jul 20 - Jun 21	Jul 21 - Jun 22	Jul 22 - Jun 23	Jul 23 - Jun 24	Jul 24 - Jun 25
Insurance	27,500	28,408	29,345	30,313	31,314	32,347	33,414	34,517	35,655	36,832
Kerbside Audits	10,083	11,333	11,706	12,093	12,493	12,903	13,330	13,770	14,224	14,693
Legal Fees	21,999	22,608	23,355	24,125	24,922	25,743	26,594	27,470	28,378	29,314
Lease: Two-way Radio	4,908	5,517	5,698	5,886	6,082	6,281	6,490	6,702	6,925	7,152
Licence Fees	2,807	2,651	2,739	2,830	2,923	3,018	3,120	3,222	3,329	3,438
Maintenance - Motor Vehicles	33,000	33,998	35,120	36,279	37,476	38,712	39,991	41,311	42,672	44,081
Maintenance - Property	9,625	16,500	16,500	16,500	16,500	16,500	16,500	16,500	16,500	16,500
Other Items - Mitcham Waste	9,983	11,219	11,590	11,971	12,367	12,774	13,197	13,632	14,082	14,546
Other Items - Ottoway	54,941	57,571	59,469	61,433	63,459	65,553	67,717	69,951	72,260	74,645
Power	34,542	36,231	37,428	38,661	39,937	41,256	42,616	44,023	45,475	46,977
Printing, Stationary, Postage & Courier	39,312	39,709	41,020	42,373	43,772	45,217	46,709	48,249	49,843	51,488
Promotion & Advertising	32,608	34,452	35,587	36,763	37,976	39,229	40,523	41,862	43,242	44,669
Protective Clothing	27,492	28,332	29,267	30,232	31,230	32,261	33,326	34,426	35,560	36,735
Telephone	46,801	48,447	50,046	51,698	53,403	55,166	56,987	58,867	60,809	62,817
Outgoings Ottoway Depot	45,375	50,997	52,680	54,418	56,214	58,069	59,985	61,965	64,009	66,123
Rent - Ottoway	100,719	0	0	0	0	0	0	0	0	0
Risk Assessment Expenses	10,999	11,333	11,706	12,093	12,493	12,903	13,330	13,770	14,224	14,693
Staff Amenities	49,259	50,883	52,564	54,297	56,089	57,939	59,852	61,828	63,868	65,976
Staff Medical	1,016	1,030	1,065	1,099	1,135	1,173	1,211	1,252	1,293	1,335
Subscriptions	7,106	7,139	7,374	7,619	7,869	8,129	8,399	8,675	8,961	9,257
Sundry Items	23,092	16,432	16,975	17,535	18,114	18,710	19,328	19,967	20,625	21,306
Tools, Minor Equipment	54,612	57,796	59,704	61,675	63,710	65,812	67,984	70,227	72,545	74,939
Total Costs	**7,800,569**	**7,694,692**	**7,939,518**	**8,208,220**	**8,460,338**	**8,728,638**	**9,022,723**	**9,328,665**	**9,645,884**	**9,978,192**
Wages										
Generally Reporting Wages	3,563,279	3,703,188	3,833,108	3,967,267	4,168,016	4,314,990	4,466,015	4,622,325	4,784,106	5,013,446
Total Wages	**3,563,279**	**3,703,188**	**3,833,108**	**3,967,267**	**4,168,016**	**4,314,990**	**4,466,015**	**4,622,325**	**4,784,106**	**5,013,446**
Provisions										
Employee Entitlements - Annual Leave	122,325	177,799	211,460	233,457	249,277	261,888	272,901	283,187	293,224	303,274
Employee Entitlements - Long Service Leave	0	0	99,536	87,441	41,249	41,817	42,494	43,274	44,149	45,117
Total Provisions	**122,325**	**177,799**	**310,996**	**320,899**	**290,526**	**303,706**	**315,395**	**326,460**	**337,373**	**348,391**
GST Paid	451,095	500,427	516,751	532,162	550,524	568,581	587,259	606,577	626,520	647,217
Non-Current Asset Purchases										
Plant & Equipment	1,926,100	1,983,883	2,043,399	2,104,702	2,167,842	2,232,879	2,299,864	2,368,861	2,439,927	2,513,124
New Property	3,166,830	0	0	0	0	0	0	0	0	0
Total Non-Current Asset Purchases	**5,092,930**	**1,983,883**	**2,043,399**	**2,104,702**	**2,167,842**	**2,232,879**	**2,299,864**	**2,368,861**	**2,439,927**	**2,513,124**
Loan Repayments Made										
Lease & Goods Mortgage	1,756,093	2,075,532	2,018,478	2,379,589	2,422,084	2,163,463	2,163,463	2,246,227	2,334,233	2,400,000
LGFA Equity Loan	122,018	122,018	122,018	122,018	122,018	0	0	0	0	0
Loan - Purchase of Property	136,263	272,605	272,711	272,817	272,924	273,031	273,139	273,247	273,356	273,466

East Waste

Cash Flow (Projected)

July 2015 - June 2025

	Jul 15 - Jun 16	Jul 16 - Jun 17	Jul 17 - Jun 18	Jul 18 - Jun 19	Jul 19 - Jun 20	Jul 20 - Jun 21	Jul 21 - Jun 22	Jul 22 - Jun 23	Jul 23 - Jun 24	Jul 24 - Jun 25
Total Loan Repayments Made	**2,014,374**	**2,470,155**	**2,413,207**	**2,774,424**	**2,817,026**	**2,436,494**	**2,436,602**	**2,519,474**	**2,607,589**	**2,673,466**
Total Cash Outflows	**19,044,572**	**16,530,144**	**17,056,979**	**17,907,673**	**18,454,272**	**18,585,288**	**19,127,856**	**19,772,362**	**20,441,399**	**21,173,836**
Net Cash Inflow/(Outflow)	**164,579**	**180,705**	**187,051**	**(116,633)**	**(101,030)**	**354,471**	**297,914**	**281,587**	**260,630**	**(1,413,550)**
Opening Bank	**2,164,575**	**2,329,154**	**2,509,858**	**2,696,909**	**2,580,276**	**2,479,246**	**2,833,717**	**3,131,631**	**3,413,219**	**3,673,849**
Net Cash Movement	**164,579**	**180,705**	**187,051**	**(116,633)**	**(101,030)**	**354,471**	**297,914**	**281,587**	**260,630**	**(1,413,550)**
Closing Bank	**2,329,154**	**2,509,858**	**2,696,909**	**2,580,276**	**2,479,246**	**2,833,717**	**3,131,631**	**3,413,219**	**3,673,849**	**2,260,299**

East Waste

Profit & Loss (Projected)

July 2015 - June 2025

HOODSWEENEY
join the journey

	Jul 15 - Jun 16	Jul 16 - Jun 17	Jul 17 - Jun 18	Jul 18 - Jun 19	Jul 19 - Jun 20	Jul 20 - Jun 21	Jul 21 - Jun 22	Jul 22 - Jun 23	Jul 23 - Jun 24	Jul 24 - Jun 25
Income										
Total Income	**12,655,880**	**13,073,702**	**13,504,945**	**13,950,607**	**14,410,981**	**14,886,543**	**15,377,799**	**15,885,266**	**16,409,479**	**16,950,993**
Cost of Operations										
Dumping Fees - Contamination	50,000	51,650	53,354	55,115	56,934	58,813	60,753	62,758	64,829	66,969
Disposal Fees - Waste	750,000	774,750	800,317	826,727	854,009	882,191	911,303	941,376	972,442	1,004,533
Disposal Fees - G/O	900,000	929,700	960,380	992,072	1,024,811	1,058,629	1,093,564	1,129,652	1,166,930	1,205,439
Disposal Fees - Hard	129,600	133,876	138,294	142,858	147,572	152,442	157,473	162,670	168,038	173,583
Fuel; Gas & Oil	1,148,856	1,186,762	1,225,925	1,266,380	1,308,171	1,351,340	1,395,935	1,442,001	1,489,587	1,538,743
Fuel Tax Credits	253,766	253,766	253,766	253,766	253,766	253,766	253,766	253,766	253,766	253,766
Maintenance - Trucks	1,167,322	1,205,843	1,245,636	1,286,742	1,329,205	1,373,068	1,418,380	1,465,186	1,513,537	1,563,484
Maintenance - Bins	197,550	204,069	210,803	217,760	224,946	232,369	240,037	247,958	256,141	264,594
Registration & Insurance - Trucks	271,000	279,943	289,181	298,724	308,582	318,765	329,284	340,151	351,376	362,971
Wages & Salaries	3,563,135	3,705,660	3,835,359	3,969,596	4,171,520	4,317,523	4,468,636	4,625,039	4,786,915	5,017,445
Superannuation	265,832	299,062	309,529	320,362	336,325	348,096	379,242	412,141	446,879	488,976
Workers' Compensation	130,192	134,098	138,121	142,264	146,532	150,928	155,456	160,120	164,923	169,871
Wages: Casual Agency	700,000	721,000	742,630	764,909	787,856	811,492	835,837	860,912	886,739	913,341
Sorting Fees	50,000	51,650	53,354	55,115	56,934	58,812	60,753	62,758	64,829	66,969
Total Cost Operations	**9,577,253**	**9,931,828**	**10,256,647**	**10,592,390**	**11,007,163**	**11,368,234**	**11,760,419**	**12,166,487**	**12,586,931**	**13,090,684**
Operating Surplus (Deficit)	**3,078,627**	**3,141,874**	**3,248,298**	**3,358,217**	**3,403,818**	**3,518,309**	**3,617,380**	**3,718,779**	**3,822,548**	**3,860,309**
Operating Surplus (Deficit) %	**24.33%**	**24.03%**	**24.05%**	**24.07%**	**23.62%**	**23.63%**	**23.52%**	**23.41%**	**23.29%**	**22.77%**
Expenses										
Account Fees	1,000	1,033	1,067	1,102	1,139	1,176	1,215	1,255	1,296	1,339
Accounting & Audit	35,000	36,155	37,348	38,580	39,854	41,169	42,527	43,931	45,380	46,878
Bank Charges	2,000	2,066	2,134	2,204	2,277	2,352	2,430	2,510	2,593	2,679
Board Fees	25,500	26,341	27,210	28,108	29,036	29,994	30,984	32,007	33,063	34,154
Burnside 2nd Bin Reimbursement	4,200	4,339	4,482	4,629	4,782	4,940	5,103	5,271	5,445	5,625
Cloud Server - Initial Outlay	0	0	0	10,455	0	0	0	0	0	0
Cloud Server - Monthly Fee	0	0	0	5,782	5,973	6,170	6,373	6,584	6,801	7,025
Consulting	75,000	77,475	80,031	82,673	85,401	88,219	91,130	94,137	97,244	100,453
Conference	6,000	6,198	6,402	6,614	6,832	7,057	7,290	7,531	7,779	8,036
Communications	102,476	105,857	109,351	112,959	116,687	120,538	124,515	128,625	132,869	137,254
Entertainment	500	516	533	551	569	588	607	627	648	669
Equipment Hire	15,000	15,495	16,006	16,534	17,080	17,643	18,226	18,827	19,449	20,090
Education & Training	15,000	15,495	16,006	16,534	17,080	17,643	18,226	18,827	19,449	20,090
Fire / Security Service	11,700	12,086	12,485	12,897	13,322	13,762	14,216	14,685	15,710	15,670
GPS Monthly Tracking	39,500	40,803	42,150	43,540	44,977	46,462	47,995	49,579	51,215	52,905
Insurance	25,000	25,825	26,677	27,557	28,467	29,406	30,376	31,379	32,414	33,484
Kerbside Audits	10,000	10,330	10,671	11,023	11,387	11,762	12,150	12,551	12,966	13,393

East Waste

Profit & Loss (Projected)

July 2015 - June 2025

HOODSWEENEY
join the journey

	Jul 15 - Jun 16	Jul 16 - Jun 17	Jul 17 - Jun 18	Jul 18 - Jun 19	Jul 19 - Jun 20	Jul 20 - Jun 21	Jul 21 - Jun 22	Jul 22 - Jun 23	Jul 23 - Jun 24	Jul 24 - Jun 25
Legal Fees	19,950	20,608	21,288	21,991	22,716	23,466	24,240	25,040	25,867	26,720
Lease: Two-way Radio	4,868	5,028	5,194	5,366	5,543	5,726	5,915	6,110	6,311	6,520
Licence Fees	2,340	2,417	2,497	2,579	2,664	2,752	2,843	2,937	3,034	3,134
Maintenance - Motor Vehicles	30,000	30,990	32,012	33,069	34,160	35,287	36,452	37,655	38,897	40,181
Other Items - Mitcham Waste	9,900	10,227	10,564	10,912	11,273	11,644	12,029	12,426	12,836	13,259
Other Items - Ottoway	50,800	52,476	54,208	55,997	57,844	59,753	61,725	63,762	65,866	68,040
Power	31,970	33,025	34,115	35,240	36,403	37,605	38,846	40,127	41,452	42,820
Printing, Stationary, Postage & Courier	35,040	36,196	37,390	38,624	39,899	41,216	42,576	43,981	45,432	46,932
Promotion & Advertising	30,400	31,403	32,439	33,510	34,616	35,758	36,938	38,157	39,416	40,717
Protective Clothing	25,000	25,825	26,677	27,557	28,467	29,406	30,377	31,379	32,414	33,484
Telephone	42,750	44,160	45,618	47,123	48,678	50,285	51,944	53,658	55,429	57,258
Outgoings Ottoway Depot	45,000	46,485	48,019	49,603	51,240	52,931	54,678	56,482	58,346	60,272
Rent - Ottoway	172,500	180,000	187,200	194,688	202,476	210,575	218,998	227,757	236,868	246,342
Risk Assessment Expenses	10,000	10,330	10,671	11,023	11,387	11,762	12,150	12,551	12,966	13,393
Staff Amenities	44,900	46,381	47,912	49,493	51,126	52,813	54,556	56,357	58,217	60,138
Staff Medical	1,000	1,033	1,067	1,102	1,138	1,176	1,215	1,255	1,296	1,339
Subscriptions	6,300	6,508	6,722	6,944	7,173	7,410	7,655	7,907	8,168	8,438
Sundry Items	14,500	14,978	15,473	15,983	16,511	17,055	17,618	18,200	18,800	19,421
Tools, Minor Equipment	51,000	52,683	54,421	56,217	58,073	59,989	61,969	64,013	66,126	68,308
Total Expenses	**996,094**	**1,030,767**	**1,066,040**	**1,118,762**	**1,146,249**	**1,185,489**	**1,226,087**	**1,268,080**	**1,312,062**	**1,356,461**
Operating Surplus (Deficit) After Overheads	**2,082,533**	**2,111,107**	**2,182,258**	**2,239,455**	**2,257,569**	**2,332,820**	**2,391,294**	**2,450,699**	**2,510,487**	**2,503,849**
Other Income										
Other Income										
Fuel Tax Credits	253,766	253,766	253,766	253,766	253,766	253,766	253,766	253,766	253,766	253,766
Sundry Income	10,000	10,330	10,671	11,023	11,386	11,762	12,150	12,551	12,966	13,393
Total Other Income	**263,766**	**264,096**	**264,437**	**264,789**	**265,152**	**265,528**	**265,916**	**266,317**	**266,732**	**267,159**
Profit from Sale of Fixed Assets	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000
Total Other Income	**308,766**	**309,096**	**309,437**	**309,789**	**310,152**	**310,528**	**310,916**	**311,317**	**311,732**	**312,159**
Other Expense										
Provisions										
Employee Entitlements - Annual Leave	239,000	246,887	255,034	263,450	272,144	281,125	290,402	299,985	309,885	320,111
Employee Entitlements - Long Service Leave	40,000	41,320	42,683	44,092	45,547	47,050	48,603	50,206	51,863	53,575
Total Provisions	**279,000**	**288,207**	**297,717**	**307,542**	**317,691**	**328,175**	**339,005**	**350,191**	**361,748**	**373,686**
Total Other Expense	**279,000**	**288,207**	**297,717**	**307,542**	**317,691**	**328,175**	**339,005**	**350,191**	**361,748**	**373,686**
Net Surplus (Deficit) Before Interest & Depreciation	**2,112,299**	**2,131,995**	**2,193,977**	**2,241,701**	**2,250,029**	**2,315,172**	**2,363,204**	**2,411,825**	**2,460,470**	**2,442,321**
Depreciation										
Buildings & Other Structures	5,181	4,663	4,197	3,777	3,399	3,059	2,753	2,478	2,230	2,007

East Waste

Profit & Loss (Projected)

July 2015 - June 2025

HOODSWEENEY
join the journey

	Jul 15 - Jun 16	Jul 16 - Jun 17	Jul 17 - Jun 18	Jul 18 - Jun 19	Jul 19 - Jun 20	Jul 20 - Jun 21	Jul 21 - Jun 22	Jul 22 - Jun 23	Jul 23 - Jun 24	Jul 24 - Jun 25
Plant & Equipment	1,802,801	1,857,558	1,913,891	1,971,854	2,031,501	2,092,888	2,156,072	2,221,112	2,288,068	2,356,999
Total Depreciation	**1,807,982**	**1,862,221**	**1,918,088**	**1,975,631**	**2,034,900**	**2,095,947**	**2,158,825**	**2,223,590**	**2,290,298**	**2,359,007**
Net Surplus (Deficit) Before Interest	**304,317**	**269,774**	**275,889**	**266,070**	**215,130**	**219,225**	**204,379**	**188,235**	**170,172**	**83,314**
Interest Income										
Bank Accounts										
Bank SA	18,540	27,691	33,432	35,384	34,519	39,369	46,514	53,955	60,794	58,382
LGFA Investment Account	30,503	31,197	31,906	32,631	33,373	34,132	34,908	35,701	36,513	37,343
Total Bank Accounts	**49,043**	**58,888**	**65,338**	**68,015**	**67,892**	**73,501**	**81,421**	**89,656**	**97,307**	**95,725**
Total Interest Income	**49,043**	**58,888**	**65,338**	**68,015**	**67,892**	**73,501**	**81,421**	**89,656**	**97,307**	**95,725**
Interest Expense										
Loans										
Lease & Goods Mortgage	367,936	413,096	397,267	489,650	512,283	539,486	570,528	605,504	644,288	684,236
LGFA Equity Loan	33,396	27,221	20,616	13,551	5,993	0	0	0	0	0
Total Loans	**401,331**	**440,317**	**417,884**	**503,201**	**518,276**	**539,486**	**570,528**	**605,504**	**644,288**	**684,236**
Total Interest Expense	**401,331**	**440,317**	**417,884**	**503,201**	**518,276**	**539,486**	**570,528**	**605,504**	**644,288**	**684,236**
Net Finance Costs	**352,288**	**381,429**	**352,546**	**435,186**	**450,384**	**465,985**	**489,107**	**515,848**	**546,981**	**588,512**
Net Surplus (Deficit) Before Income Tax	**(47,971)**	**(111,655)**	**(76,657)**	**(169,116)**	**(235,255)**	**(246,760)**	**(284,728)**	**(327,613)**	**(376,809)**	**(505,197)**
Net Surplus (Deficit)	**(47,971)**	**(111,655)**	**(76,657)**	**(169,116)**	**(235,255)**	**(246,760)**	**(284,728)**	**(327,613)**	**(376,809)**	**(505,197)**
Movement in Retained Earnings	**(47,971)**	**(111,655)**	**(76,657)**	**(169,116)**	**(235,255)**	**(246,760)**	**(284,728)**	**(327,613)**	**(376,809)**	**(505,197)**
Cumulative Retained Earnings	**130,983**	**19,328**	**(57,329)**	**(226,444)**	**(461,699)**	**(708,459)**	**(993,187)**	**(1,320,801)**	**(1,697,610)**	**(2,202,807)**

East Waste

Balance Sheet (Projected)

July 2015 - June 2025

HOODSWEENEY
join the journey

	Jul 15 - Jun 16	Jul 16 - Jun 17	Jul 17 - Jun 18	Jul 18 - Jun 19	Jul 19 - Jun 20	Jul 20 - Jun 21	Jul 21 - Jun 22	Jul 22 - Jun 23	Jul 23 - Jun 24	Jul 24 - Jun 25
Current Assets										
Bank Accounts										
Bank SA	1,189,432	1,452,912	1,717,418	1,672,550	1,637,163	2,050,700	2,400,629	2,726,680	3,023,698	1,637,712
LGFA Investment Account	1,372,281	1,403,477	1,435,383	1,468,014	1,501,388	1,535,519	1,570,427	1,606,128	1,642,641	1,679,984
Total Bank Accounts	**2,561,713**	**2,856,389**	**3,152,801**	**3,140,564**	**3,138,550**	**3,586,219**	**3,971,056**	**4,332,808**	**4,666,339**	**3,317,696**
Receivables										
General Trade Debtors	268,356	228,905	188,134	146,015	102,507	57,563	11,137	(36,823)	(86,362)	1,464,422
Fuel Tax Credits	69,786	69,786	69,786	69,786	69,786	69,786	69,786	69,786	69,786	69,786
Total Receivables	**338,142**	**298,690**	**257,919**	**215,800**	**172,292**	**127,349**	**80,923**	**32,963**	**(16,577)**	**1,534,207**
Other Current Assets										
Prepayments	785	785	785	785	785	785	785	785	785	785
Stores & Materials	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
Total Other Current Assets	**1,985**	**1,985**	**1,985**	**1,985**	**1,985**	**1,985**	**1,985**	**1,985**	**1,985**	**1,985**
Total Current Assets	**2,901,840**	**3,157,065**	**3,412,706**	**3,358,350**	**3,312,827**	**3,715,553**	**4,053,964**	**4,367,756**	**4,651,747**	**4,853,888**
Non Current Assets										
Tangible Assets										
Buildings & Other Structures	75,115	75,115	75,115	75,115	75,115	75,115	75,115	75,115	75,115	75,115
Plant & Equipment	22,839,350	24,642,880	26,500,515	28,413,880	30,384,645	32,414,535	34,505,320	36,658,830	38,876,945	41,161,603
Accumulated Depreciation										
Buildings & Other Structures	(28,487)	(33,149)	(37,346)	(41,123)	(44,522)	(47,581)	(50,335)	(52,813)	(55,043)	(57,050)
Plant & Equipment	(16,383,125)	(18,240,683)	(20,154,575)	(22,126,428)	(24,157,929)	(26,250,817)	(28,406,889)	(30,628,001)	(32,916,068)	(35,273,067)
Total Accumulated Depreciation	**(16,411,612)**	**(18,273,833)**	**(20,191,921)**	**(22,167,551)**	**(24,202,451)**	**(26,298,398)**	**(28,457,223)**	**(30,680,813)**	**(32,971,111)**	**(35,330,118)**
Total Tangible Assets	**6,502,853**	**6,444,162**	**6,383,709**	**6,321,444**	**6,257,309**	**6,191,252**	**6,123,212**	**6,053,132**	**5,980,949**	**5,906,600**
Total Non Current Assets	**6,502,853**	**6,444,162**	**6,383,709**	**6,321,444**	**6,257,309**	**6,191,252**	**6,123,212**	**6,053,132**	**5,980,949**	**5,906,600**
TOTAL ASSETS	**9,404,693**	**9,601,227**	**9,796,416**	**9,679,793**	**9,570,136**	**9,906,805**	**10,177,175**	**10,420,888**	**10,632,696**	**10,760,488**
Current Liabilities										
Payables										
General Trade Creditors	579,425	598,528	618,193	638,503	659,492	681,169	703,558	726,681	750,626	775,256
Fuel Tax Credits	21,147	21,147	21,147	21,147	21,147	21,147	21,147	21,147	21,147	21,147
Superannuation	22,153	24,923	25,795	26,697	28,028	29,008	31,604	34,345	37,241	40,749
PAYG Payable										
General PAYG Payable	61,821	64,294	66,544	68,873	72,376	74,909	77,531	80,245	83,054	87,053
Total PAYG Payable	**61,821**	**64,294**	**66,544**	**68,873**	**72,376**	**74,909**	**77,531**	**80,245**	**83,054**	**87,053**
Total Payables	**684,545**	**708,891**	**731,679**	**755,220**	**781,043**	**806,234**	**833,840**	**862,418**	**892,067**	**924,205**
GST										
GST Payable	161,150	166,270	171,566	176,897	182,548	188,387	194,418	200,649	207,073	213,735
Total GST	**161,150**	**166,270**	**171,566**	**176,897**	**182,548**	**188,387**	**194,418**	**200,649**	**207,073**	**213,735**

East Waste

Balance Sheet (Projected)

July 2015 - June 2025

HOODSWEENEY
join the journey

	Jul 15 - Jun 16	Jul 16 - Jun 17	Jul 17 - Jun 18	Jul 18 - Jun 19	Jul 19 - Jun 20	Jul 20 - Jun 21	Jul 21 - Jun 22	Jul 22 - Jun 23	Jul 23 - Jun 24	Jul 24 - Jun 25
Loans Payable										
Lease & Goods Mortgage	1,527,622	1,592,549	1,578,059	1,810,485	1,535,023	1,506,112	1,556,096	1,607,579	1,462,245	1,453,283
LGFA Equity Loan	94,797	101,402	108,467	116,025	0	0	0	0	0	0
Total Loans Payable	**1,622,419**	**1,693,951**	**1,686,526**	**1,926,510**	**1,535,023**	**1,506,112**	**1,556,096**	**1,607,579**	**1,462,245**	**1,453,283**
Provisions										
Staff Provision										
Employee Entitlements - Annual Leave	261,169	330,257	373,831	403,824	426,691	445,927	463,429	480,227	496,888	513,725
Total Staff Provision	**261,169**	**330,257**	**373,831**	**403,824**	**426,691**	**445,927**	**463,429**	**480,227**	**496,888**	**513,725**
Total Provisions	**261,169**	**330,257**	**373,831**	**403,824**	**426,691**	**445,927**	**463,429**	**480,227**	**496,888**	**513,725**
Total Current Liabilities	**2,729,283**	**2,899,370**	**2,963,602**	**3,262,451**	**2,925,306**	**2,946,661**	**3,047,783**	**3,150,873**	**3,058,274**	**3,104,948**
Non-Current Liabilities										
Loans Payable										
Lease & Goods Mortgage	5,451,870	5,528,037	5,778,952	5,569,952	5,906,379	6,341,201	6,789,069	7,250,372	7,923,875	8,501,732
LGFA Equity Loan	325,893	224,491	116,024	(0)	(0)	(0)	(0)	(0)	(0)	(0)
Total Loans Payable	**5,777,763**	**5,752,528**	**5,894,976**	**5,569,951**	**5,906,378**	**6,341,201**	**6,789,068**	**7,250,372**	**7,923,875**	**8,501,732**
Provisions										
Staff Provision										
Employee Entitlements - Long Service Leave	400,610	441,930	385,077	341,727	346,026	351,259	357,367	364,300	372,013	380,471
Total Staff Provision	**400,610**	**441,930**	**385,077**	**341,727**	**346,026**	**351,259**	**357,367**	**364,300**	**372,013**	**380,471**
Total Provisions	**400,610**	**441,930**	**385,077**	**341,727**	**346,026**	**351,259**	**357,367**	**364,300**	**372,013**	**380,471**
Total Non-Current Liabilities	**6,178,373**	**6,194,457**	**6,280,053**	**5,911,679**	**6,252,404**	**6,692,460**	**7,146,436**	**7,614,672**	**8,295,888**	**8,882,203**
TOTAL LIABILITIES	**8,907,656**	**9,093,827**	**9,243,655**	**9,174,130**	**9,177,710**	**9,639,120**	**10,194,219**	**10,765,544**	**11,354,162**	**11,987,151**
NET ASSETS	**497,037**	**507,400**	**552,761**	**505,663**	**392,426**	**267,685**	**(17,044)**	**(344,657)**	**(721,466)**	**(1,226,663)**
Capital and Reserves										
Equity										
Prepayment Equity Loan Accumulated	244,036	366,054	488,072	610,090	732,108	854,126	854,126	854,126	854,126	854,126
Total Equity	**244,036**	**366,054**	**488,072**	**610,090**	**732,108**	**854,126**	**854,126**	**854,126**	**854,126**	**854,126**
Retained Earnings										
Retained Earnings	253,001	141,346	64,689	(104,427)	(339,681)	(586,441)	(871,169)	(1,198,783)	(1,575,592)	(2,080,789)
Total Retained Earnings	**253,001**	**141,346**	**64,689**	**(104,427)**	**(339,681)**	**(586,441)**	**(871,169)**	**(1,198,783)**	**(1,575,592)**	**(2,080,789)**
Total Capital and Reserves	**497,037**	**507,400**	**552,761**	**505,663**	**392,427**	**267,685**	**(17,043)**	**(344,657)**	**(721,466)**	**(1,226,663)**
TOTAL EQUITY	**497,037**	**507,400**	**552,761**	**505,663**	**392,427**	**267,685**	**(17,043)**	**(344,657)**	**(721,466)**	**(1,226,663)**

East Waste

Cash Flow (Projected)

July 2015 - June 2025

HOODSWEENEY
join the journey

	Jul 15 - Jun 16	Jul 16 - Jun 17	Jul 17 - Jun 18	Jul 18 - Jun 19	Jul 19 - Jun 20	Jul 20 - Jun 21	Jul 21 - Jun 22	Jul 22 - Jun 23	Jul 23 - Jun 24	Jul 24 - Jun 25
Cash Inflow										
Total Income	**14,239,868**	**14,682,779**	**15,157,908**	**15,648,910**	**16,156,114**	**16,680,054**	**17,221,283**	**17,780,375**	**18,357,913**	**17,352,554**
Interest Received	49,043	58,888	65,338	68,015	67,892	73,501	81,421	89,656	97,307	95,725
Non-Current Asset Sales	49,500	49,500	49,500	49,500	49,500	49,500	49,500	49,500	49,500	49,500
Loans Received	1,751,000	1,803,530	1,857,636	1,913,365	1,970,766	2,029,889	2,090,786	2,153,509	2,218,114	2,284,658
Equity Additions	122,018	122,018	122,018	122,018	122,018	122,018	0	0	0	0
Total Cash Inflows	**16,211,429**	**16,716,715**	**17,252,400**	**17,801,807**	**18,366,289**	**18,954,961**	**19,442,990**	**20,073,041**	**20,722,834**	**19,782,437**
Cash Outflow										
Costs										
Dumping Fees - Contamination	86,034	56,663	58,533	60,466	62,460	64,522	66,651	68,850	71,122	73,470
Disposal Fees - Waste	949,945	849,956	878,005	906,980	936,909	967,827	999,765	1,032,757	1,066,838	1,102,044
Disposal Fees - G/O	990,376	1,019,948	1,053,605	1,088,374	1,124,291	1,161,391	1,199,718	1,239,310	1,280,205	1,322,453
Disposal Fees - Hard	124,633	133,519	137,926	142,478	147,179	152,036	157,054	162,237	167,590	173,121
Fuel; Gas & Oil	1,280,703	1,301,963	1,344,927	1,389,310	1,435,157	1,482,517	1,531,441	1,581,978	1,634,183	1,688,112
Fuel Tax Credits	253,766	253,766	253,766	253,766	253,766	253,766	253,766	253,766	253,766	253,766
Maintenance - Trucks	1,313,753	1,322,896	1,366,552	1,411,648	1,458,233	1,506,354	1,556,064	1,607,415	1,660,458	1,715,254
Maintenance - Bins	211,196	223,879	231,266	238,898	246,782	254,925	263,338	272,028	281,005	290,279
Registration & Insurance - Trucks	298,107	307,118	317,252	327,722	338,536	349,709	361,248	373,171	385,484	398,206
Superannuation	266,842	296,292	308,657	319,460	334,994	347,116	376,646	409,400	443,983	485,468
Workers' Compensation	130,192	134,098	138,121	142,264	146,532	150,928	155,456	160,120	164,923	169,871
Wages: Casual Agency	775,130	791,175	814,911	839,357	864,538	890,474	917,189	944,705	973,045	1,002,236
Sorting Fees	116,862	56,663	58,533	60,466	62,460	64,522	66,650	68,850	71,122	73,470
Account Fees	1,102	1,133	1,172	1,209	1,250	1,290	1,332	1,377	1,422	1,469
Accounting & Audit	38,500	39,665	40,973	42,326	43,722	45,166	46,655	48,195	49,785	51,428
Bank Charges	2,168	2,266	2,342	2,418	2,498	2,581	2,665	2,753	2,845	2,939
Bill Fees	33	0	0	0	0	0	0	0	0	0
Board Fees	25,161	26,270	27,138	28,033	28,959	29,914	30,902	31,921	32,975	34,063
Burnside 2nd Bin Reimbursement	3,850	4,327	4,470	4,617	4,769	4,927	5,089	5,257	5,431	5,610
Cloud Server - Initial Outlay	0	0	0	11,500	0	0	0	0	0	0
Cloud Server - Monthly Fee	0	0	0	6,360	6,570	6,787	7,011	7,242	7,481	7,728
Consulting	82,959	84,995	87,800	90,698	93,691	96,782	99,976	103,276	106,684	110,204
Conference	6,164	6,799	7,024	7,256	7,495	7,742	7,998	8,262	8,534	8,817
Communications	107,078	116,133	119,966	123,924	128,015	132,239	136,601	141,111	145,767	150,578
Entertainment	504	567	584	605	624	646	666	688	712	734
Equipment Hire	16,959	16,998	17,560	18,139	18,737	19,356	19,996	20,655	21,337	22,040
Education & Training	16,625	16,998	17,560	18,139	18,737	19,356	19,996	20,655	21,337	22,040
Fire / Security Service	12,946	13,258	13,697	14,149	14,615	15,099	15,596	16,111	17,186	17,241
GPS Monthly Tracking	41,204	44,763	46,242	47,766	49,343	50,973	52,654	54,392	56,187	58,040

East Waste

Cash Flow (Projected)

July 2015 - June 2025

HOODSWEENEY
join the journey

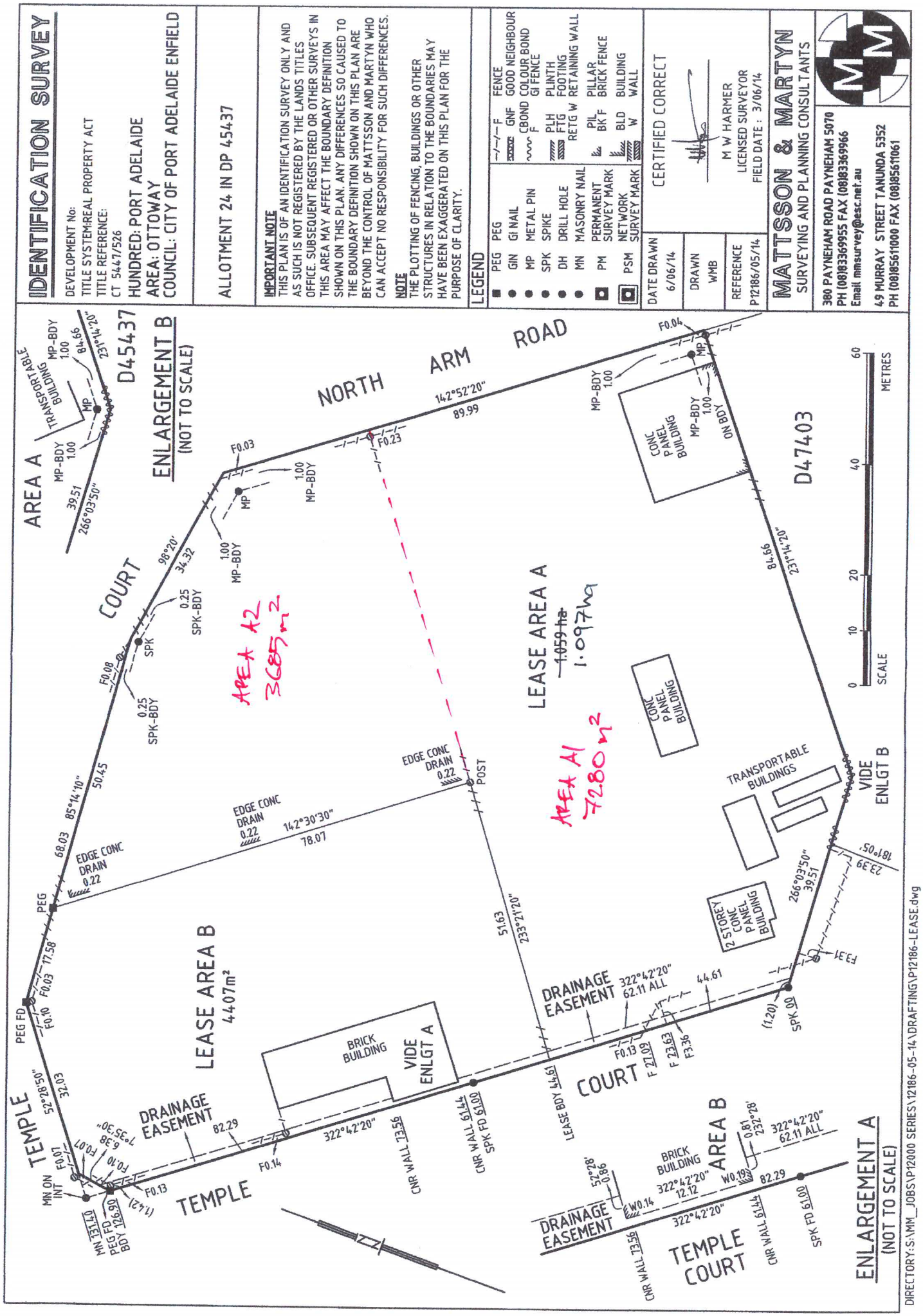
	Jul 15 - Jun 16	Jul 16 - Jun 17	Jul 17 - Jun 18	Jul 18 - Jun 19	Jul 19 - Jun 20	Jul 20 - Jun 21	Jul 21 - Jun 22	Jul 22 - Jun 23	Jul 23 - Jun 24	Jul 24 - Jun 25
Insurance	27,500	28,408	29,345	30,313	31,314	32,347	33,414	34,517	35,655	36,832
Kerbside Audits	10,083	11,333	11,706	12,093	12,493	12,903	13,330	13,770	14,224	14,693
Legal Fees	21,999	22,608	23,355	24,125	24,922	25,743	26,594	27,470	28,378	29,314
Lease: Two-way Radio	4,908	5,517	5,698	5,886	6,082	6,281	6,490	6,702	6,925	7,152
Licence Fees	2,807	2,651	2,739	2,830	2,923	3,018	3,120	3,222	3,329	3,438
Maintenance - Motor Vehicles	33,000	33,998	35,120	36,279	37,476	38,712	39,991	41,311	42,672	44,081
Other Items - Mitcham Waste	9,983	11,219	11,590	11,971	12,367	12,774	13,197	13,632	14,082	14,546
Other Items - Ottoway	54,941	57,571	59,469	61,433	63,459	65,553	67,717	69,951	72,260	74,645
Power	34,542	36,231	37,428	38,661	39,937	41,256	42,616	44,023	45,475	46,977
Printing, Stationary, Postage & Courier	39,312	39,709	41,020	42,373	43,772	45,217	46,709	48,249	49,843	51,488
Promotion & Advertising	32,608	34,452	35,587	36,763	37,976	39,229	40,523	41,862	43,242	44,669
Protective Clothing	27,492	28,332	29,267	30,232	31,230	32,261	33,326	34,426	35,560	36,735
Telephone	46,801	48,447	50,046	51,698	53,403	55,166	56,987	58,867	60,809	62,817
Outgoings Ottoway Depot	45,375	50,997	52,680	54,418	56,214	58,069	59,985	61,965	64,009	66,123
Rent - Ottoway	187,688	197,313	205,260	213,470	222,009	230,889	240,125	249,730	259,719	270,108
Risk Assessment Expenses	10,999	11,333	11,706	12,093	12,493	12,903	13,330	13,770	14,224	14,693
Staff Amenities	49,259	50,883	52,564	54,297	56,089	57,939	59,852	61,828	63,868	65,976
Staff Medical	1,016	1,030	1,065	1,099	1,135	1,173	1,211	1,252	1,293	1,335
Subscriptions	7,106	7,139	7,374	7,619	7,869	8,129	8,399	8,675	8,961	9,257
Sundry Items	23,092	16,432	16,975	17,535	18,114	18,710	19,328	19,967	20,625	21,306
Tools, Minor Equipment	54,612	57,796	59,704	61,675	63,710	65,812	67,984	70,227	72,545	74,939
Total Costs	**7,877,913**	**7,875,504**	**8,128,278**	**8,405,191**	**8,665,847**	**8,943,028**	**9,246,348**	**9,561,895**	**9,889,103**	**10,231,800**
Wages										
Generally Reporting Wages	3,563,279	3,703,188	3,833,108	3,967,267	4,168,016	4,314,990	4,466,015	4,622,325	4,784,106	5,013,446
Total Wages	**3,563,279**	**3,703,188**	**3,833,108**	**3,967,267**	**4,168,016**	**4,314,990**	**4,466,015**	**4,622,325**	**4,784,106**	**5,013,446**
Provisions										
Employee Entitlements - Annual Leave	122,325	177,799	211,460	233,457	249,277	261,888	272,901	283,187	293,224	303,274
Employee Entitlements - Long Service Leave	0	0	99,536	87,441	41,249	41,817	42,494	43,274	44,149	45,117
Total Provisions	**122,325**	**177,799**	**310,996**	**320,899**	**290,526**	**303,706**	**315,395**	**326,460**	**337,373**	**348,391**
GST Paid	446,563	484,115	499,711	514,380	531,972	549,226	567,069	585,521	604,561	624,320
Non-Current Asset Purchases										
Plant & Equipment	1,926,100	1,983,883	2,043,399	2,104,702	2,167,842	2,232,879	2,299,864	2,368,861	2,439,927	2,513,124
Total Non-Current Asset Purchases	**1,926,100**	**1,983,883**	**2,043,399**	**2,104,702**	**2,167,842**	**2,232,879**	**2,299,864**	**2,368,861**	**2,439,927**	**2,513,124**
Loan Repayments Made										
Lease & Goods Mortgage	1,756,093	2,075,532	2,018,478	2,379,589	2,422,084	2,163,463	2,163,463	2,246,227	2,334,233	2,400,000
LGFA Equity Loan	122,018	122,018	122,018	122,018	122,018	0	0	0	0	0
Total Loan Repayments Made	**1,878,111**	**2,197,550**	**2,140,496**	**2,501,607**	**2,544,102**	**2,163,463**	**2,163,463**	**2,246,227**	**2,334,233**	**2,400,000**
Total Cash Outflows	**15,814,291**	**16,422,038**	**16,955,988**	**17,814,044**	**18,368,304**	**18,507,292**	**19,058,153**	**19,711,288**	**20,389,303**	**21,131,080**
Net Cash Inflow/(Outflow)	**397,138**	**294,676**	**296,412**	**(12,237)**	**(2,014)**	**447,669**	**384,837**	**361,752**	**333,531**	**(1,348,643)**

East Waste

Cash Flow (Projected)

July 2015 - June 2025

	Jul 15 - Jun 16	Jul 16 - Jun 17	Jul 17 - Jun 18	Jul 18 - Jun 19	Jul 19 - Jun 20	Jul 20 - Jun 21	Jul 21 - Jun 22	Jul 22 - Jun 23	Jul 23 - Jun 24	Jul 24 - Jun 25
Opening Bank	**2,164,575**	**2,561,713**	**2,856,389**	**3,152,801**	**3,140,564**	**3,138,550**	**3,586,219**	**3,971,056**	**4,332,808**	**4,666,339**
Net Cash Movement	**397,138**	**294,676**	**296,412**	**(12,237)**	**(2,014)**	**447,669**	**384,837**	**361,752**	**333,531**	**(1,348,643)**
Closing Bank	**2,561,713**	**2,856,389**	**3,152,801**	**3,140,564**	**3,138,550**	**3,586,219**	**3,971,056**	**4,332,808**	**4,666,339**	**3,317,696**


IDENTIFICATION SURVEY
DEVELOPMENT No:
TITLE SYSTEM:REAL PROPERTY ACT
TITLE REFERENCE:
CT 5447/526
HUNDRED: PORT ADELAIDE
AREA: OTTOWAY
COUNCIL: CITY OF PORT ADELAIDE ENFIELD
ALLOTMENT 24 IN DP 45437
IMPORTANT NOTE
THIS PLAN IS OF AN IDENTIFICATION SURVEY ONLY AND AS SUCH IS NOT REGISTERED BY THE LANDS TITLES OFFICE. SUBSEQUENT REGISTERED OR OTHER SURVEYS IN THIS AREA MAY AFFECT THE BOUNDARY DEFINITION SHOWN ON THIS PLAN. ANY DIFFERENCES SO CAUSED TO THE BOUNDARY DEFINITION SHOWN ON THIS PLAN ARE BEYOND THE CONTROL OF MATTSSON AND MARTYN WHO CAN ACCEPT NO RESPONSIBILITY FOR SUCH DIFFERENCES.
NOTE
THE PLOTTING OF FENCING, BUILDINGS OR OTHER STRUCTURES IN RELATION TO THE BOUNDARIES MAY HAVE BEEN EXAGGERATED ON THIS PLAN FOR THE PURPOSE OF CLARITY.
LEGEND
PEG PEG
GIN GI NAIL
MP METAL PIN
SPK SPIKE
DH DRILL HOLE
MN MASONRY NAIL
PM PERMANENT SURVEY MARK
PSM NETWORK SURVEY MARK
F FENCE
GNF GOOD NEIGHBOUR
CBOND COLOUR BOND
F GI FENCE
PLH PLINTH
FTG FOOTING
RETG W RETAINING WALL
PIL PILLAR
BK F BRICK FENCE
BLD BUILDING
W WALL
DATE DRAWN 6/06/14
DRAWN WMB
REFERENCE P12186/05/14
CERTIFIED CORRECT
M W HARMER
LICENSED SURVEYOR
FIELD DATE : 3/06/14
MATTSSON & MARTYN
SURVEYING AND PLANNING CONSULTANTS
380 PAYNEHAM ROAD PAYNEHAM 5070
PH (08)83369955 FAX (08)83369966
Email mmsurvey@esc.net.au
49 MURRAY STREET TANUNDA 5352
PH (08)85611000 FAX (08)85611061
AREA A
ENLARGEMENT B
(NOT TO SCALE)
D45437
TRANSPORTABLE BUILDING
MP-BDY 1.00
84.66
231°14'20"
39.51
266°03'50"
NORTH ARM ROAD
142°52'20"
89.99
F0.04
F0.03
F0.23
MP-BDY 1.00
CONC PANEL BUILDING
ON BDY
D47403
98°20'
34.32
0.25 SPK-BDY
SPK
F0.08
AREA A2 365m2
LEASE AREA A
1.059ha
1.097ha
AREA A1 72.80m2
CONC PANEL BUILDING
EDGE CONC DRAIN 0.22
POST
142°30'30"
78.07
68.03
85°14'10"
50.45
PEG
F0.03
17.58
F0.10
PEG FD
52°28'50"
32.03
LEASE AREA B
4407m²
51.63
233°21'20"
TRANSPORTABLE BUILDINGS
VIDE ENLGT B
181°05'
23.39
F3.31
2 STOREY CONC PANEL BUILDING
DRAINAGE EASEMENT
322°42'20"
62.11 ALL
44.61
F0.13
F 27.09
F 23.63
F3.36
(1.20)
SPK 0.00
BRICK BUILDING
VIDE ENLGT A
82.29
F0.14
CNR WALL 73.56
CNR WALL 61.44
SPK FD 61.00
LEASE BDY 44.61
COURT
TEMPLE
MN ON INT
F0.07
F0.10
F0.13
MN 131.40
PEG FD 126.90
BDY
(1.42)
AREA B
BRICK BUILDING
W0.14
W0.19
0.81
232°28'
12.12
82.29
322°42'20"
ENLARGEMENT A
(NOT TO SCALE)
METRES
SCALE
0
10
20
40
60
DIRECTORY:S:\MM_JOBS\P12000 SERIES\12186-05-14\DRAFTING\P12186-LEASE.dwg

MEMBER OF THE API THE AUSTRALIAN PROPERTY INSTITUTE Leading the property professions

25617_12TRtrVR

Level 9, 60 Waymouth Street
Adelaide SA 5000
GPO Box 1646
Adelaide SA 5001
T 08 8414 7800
F 08 8231 1143
adelaide@mcgees.com.au
www.mcgees.com.au



Valuation

1 Temple Court
Ottoway SA 5013

Under instructions from:

Mr Adam Faulkner
General Manager
East Waste
1 Temple Court
OTTOWAY SA 5013

SUMMARY

Address	1 Temple Court Ottoway SA 5013
Instructions	To assess the market value, for pre-purchase advisory purposes, of the freehold interest of the subject property.
Property Description	The subject property comprises an industrial asset which has been divided into two sections, one is leased by Eastern Waste Management Authority Incorporated and the other is currently vacant.
Title Reference	Volume 5447 Folio 526
Registered Proprietor	Ionex Nominees Pty Ltd
Zoning	Light Industry Zone
Land Area	15,370 m² (approx.)
Building Areas	<u>Southern Portion (Leased – East Waste)</u>
	Office 193 m² (approx.) Truck Wash 117 m² (approx.) Workshop 560.90 m² (approx.)
	<u>Northern Portion (Vacant)</u>
	Office Workshop 470.70 m² (approx.)
	Total Gross Building Area **1,341.60 m^2 (approx.)**
Critical Issues	• Approximately 7,280 square metres of the site is leased to Eastern Waste Management Authority Incorporated for a term of ten (10) years commencing 13 September 2014. Commencing net rental was $180,000 exclusive of GST. The rental is increased annually by 4 per cent; as such the passing annual rental under the lease as at the Date of Valuation is $187,200 exclusive of GST. The Lessee receives a rental rebate of $7,500 GST exclusive for the current year expiring September 2016. • The portion of the site which is leased was purpose built for the Eastern Waste operation. We consider the current passing rental to be at the upper end or perhaps in excess of market levels. However this is not uncommon for purpose built facilities. The Lease does not provide a market revision throughout the term. As such we consider it likely that the market would view any purchase decision in light of the passing rental.

With annual fixed increases a rental reversion upon lease expiry is considered to be likely. As the lease term diminishes and the value of the surplus rental reduces the market value of the asset is likely to be impacted.

- The Lease stipulates that State Land Tax (single holding basis) is recoverable from the Lessee. The Retail and Commercial Leases Act 1995 prohibits this.

  The Act defines a retail shop as a business premises-

  (i) at which goods are sold to the public by retail; or

  (ii) at which services are provided to the public, or to which the public is invited to negotiate for the supply of services.

  Members of the public are permitted to enter the subject site. As such we understand the subject property to be within the scope of the Act, therefore in accordance with the Act the recovery of State Land Tax is not permitted in this instance. We have assumed this to be the case in our assessment.

  We note however that we are not legal experts. If our assumption proves not to be the case we recommend that we be consulted.

- The balance of the land is currently vacant – a portion of this is offered for lease by Lin Andrews Real Estate.

- We have been provided with a Preliminary Site Investigation prepared by Greencap dated August 2015 (appended). The report concludes inter alia that the current and historical uses of the site may have resulted in some levels of contamination. The report states the following in relation to the ongoing use of the site:

  "… there is considered to be a low to moderate risk of contamination being present on this site that would pose unacceptable health of environmental risks."

  For the purpose of this valuation we have assumed that any level of contamination would not exceed a level rendering the site unsuitable for the current use or future industrial use. Should this prove not to be the case we reserve to right to review, and if deemed necessary amend the assessment herein.

Assumptions & Qualifications

- While all reasonable endeavours have been made to clarify the accuracy of the information provided, it is assumed the information provided by the instructing party consists of a full and frank disclosure of all information that is relevant.
- We have assumed the property is free of all easements, encumbrances and interests other than those listed on the Certificate of Title and there are no encroachments outside the boundaries of the plan.
- We have assumed all necessary town planning and building approvals for the existing development have been obtained and complied with.
- We have assumed the improvements are structurally sound with no major service defects and comply with relevant Statutory Authority codes and standards.
- We have not been provided with an Asbestos Register for the subject property. For the purpose of this assessment we have assumed the property to be free of asbestos products.
- We have been provided with building and site plans by the instructing party (appended). We have relied upon these plans in our assessment.

Date of Inspection	18 September 2015
Date of Valuation	18 September 2015 (Refer Section 1.4)

Valuation

Approaches Adopted	Capitalisation of Net Income / Summation
Market Value	**$2,810,000 GST Exclusive** **(Two Million Eight Hundred and Ten Thousand Dollars)**

This Valuation is made subject to the assumptions, remarks and qualifications contained in the following REPORT and is for the use only of the party to whom it is addressed and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this SUMMARY in isolation. Neither the whole nor any part of this SUMMARY or any reference to it may be included in any document, circular or statement without our written approval of the form and context in which it will appear.

Neither McGees Property nor the signatory to this SUMMARY have any interest financial, pecuniary or otherwise in, or with parties associated with the subject of this assessment that would conflict with the independent valuation of the property. We confirm that this position will be maintained until the purpose for which this valuation is being obtained is completed.

McGEES PROPERTY

TOM ROWE
B. Bus. Prop. (Valuation)
Associate of the Australian Property Institute
Certified Practising Valuer

NATHAN ROBINS
Director
B. Bus. Prop. (Valuation)
Associate of the Australian Property Institute
Certified Practising Valuer

SIGNED this 28th day of September 2015.

REPORT CONTENTS

		Page
1.0	INSTRUCTIONS	8
1.1	Brief	8
1.2	Purpose of Valuation	8
1.3	Date of Inspection	8
1.4	Date of Valuation	8
1.5	Basis of Valuation	9
2.0	TITLE PARTICULARS	10
2.1	Real Property Description	10
2.2	Registered Proprietor	10
2.3	Easements, Encumbrances and Interests	10
3.0	PLANNING AND DEVELOPMENT CONTROLS	11
3.1	Local Authority	11
3.2	Zoning	11
3.3	Heritage Listing	11
3.4	Certificate of Classification	11
3.5	Statutory Assessment	11
4.0	LOCATION AND SERVICES	12
4.1	Location & Surrounding Development	12
4.2	Roads, Access and Exposure	12
4.3	Services and Amenities	12
4.4	Site Contamination	13
5.0	LAND	14
6.0	IMPROVEMENTS	15
6.1	Accommodation	15
6.2	Site Improvements	16
6.3	Condition and Repair	16
7.0	OCCUPANCY	18
7.1	Tenancy	18
8.0	VALUATION CONSIDERATIONS	19
8.1	Sales History	19
8.2	SWOT Analysis	19
8.3	Market Position of the Subject Property	19
8.4	Comparable Evidence	20
8.5	Methodology	24
9.0	CONCLUSION	28
9.1	Summary	28
10.0	VALUATION	29

APPENDICES

Letter of Instructions
Current Title Search
Development Plan Extract
Photographs
Memorandum of Lease
Building & Site Plan
Preliminary Site Investigation Report

REPORT

1.0 INSTRUCTIONS

1.1 Brief

Written instructions were received dated 14 September 2015 from Mr Adam Faulkner, General Manager, Eastern Waste to assess the market value of the freehold property for pre-purchase advisory purposes.

The report has been prepared for the private and confidential use of Eastern Waste Management Authority Incorporated and it may not be reproduced in whole or in part or relied upon for any other purpose or by any party other than the above without our written authority.

A copy of the Letter of Instructions is contained in the Appendices.

Our valuation is expressed GST exclusive.

1.2 Purpose of Valuation

This valuation has been prepared on behalf of Eastern Waste Management Authority Incorporated for pre-purchase advisory purposes and complies with the Seventh Edition of the Australia and New Zealand Valuation and Property Standards (dated January 2012).

We confirm that:

- The statements of fact presented in the report are correct to the best of our knowledge.
- The analysis and conclusions are limited only by the reported assumptions and qualifications and conditions.
- Our fee is not contingent upon any aspect of the report.
- The valuation was performed in accordance with an ethical code and performance standards.
- We have satisfied professional education requirements.
- We have experience in the location and category of the property being valued.
- We have made a personal inspection of the property.

1.3 Date of Inspection

18 September 2015

1.4 Date of Valuation

18 September 2015

The valuation is based on the following definitions and is current as at the Date of Valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period (including as a result of general market movements or factors specific to the particular property). Liability for losses arising from such subsequent changes in value is excluded as is liability where the valuation is relied upon after the expiration of 3 months from the Date of the Valuation or such earlier date if you become aware of any factors that have an effect on the valuation.

1.5 Basis of Valuation

1.5.1 Market Value

The Australian Property Institute defines market value as:

> *"The estimated amount for which an asset or liability should exchange on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion."*

The value assessment assumes a professional marketing campaign and reflects a selling period of no more than six months. The market value calculated is GST exclusive.

1.5.2 Market Rent

The *Australian Property Institute* defines market rental value as:

> *"The estimated amount for which a property would be leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion."*

The rental is assessed on the assumption that the vacant premises are fit for immediate occupation and ignore any lessee's improvements or goodwill attached to the premises by reason of the lessee's business.

1.5.3 Highest and Best Use

"Highest and best use" may be defined as that legal and profitable use found to be physically possible, appropriately supported and financially feasible, and which results in the highest value.

1.5.4 Valuer's Interest

Neither McGees Property nor its valuers have any pecuniary interest in, or with parties associated with the subject of this assessment that would conflict with the independent valuation of the property.

2.0 TITLE PARTICULARS

2.1 Real Property Description

Allotment 24 in Deposited Plan No. 45437
in the area named Ottoway, Hundred of Port Adelaide

Certificate of Title Register Book Volume 5447 Folio 526

2.2 Registered Proprietor

Ionex Nominees Pty Ltd

2.3 Easements, Encumbrances and Interests

- Subject to service easement(s) over the land marked K for drainage purposes to the Council for the area (223LG RPA).
- Mortgage No. 10298679 to National Australia Bank Ltd.

The above noted easement pertains to a strip of land approximately 1.20 metres wide which runs the length of the south-western boundary of the site. It is not considered to impact the marketability or value of the subject property.

Qualification

Our valuation is based on the attached copy of the Current Title Search obtained from the *South Australian Integrated Land Information System (Department of Planning, Transport and Infrastructure, Government of South Australia)* and assumes that the property is free of all easements, encumbrances and interests other than those recorded on the title. A copy of the title is contained within the Appendices of this report.

As no current survey has been sighted, the valuation is made on the basis that there are no encroachments or restrictions by or upon the property and this should be confirmed by a Survey Report and/or advice from a registered surveyor. If any encroachments are noted on the Survey Report, we should be consulted to reassess any affect on the value stated in this report.

3.0 PLANNING AND DEVELOPMENT CONTROLS

3.1 Local Authority

Port Adelaide Enfield Council

3.2 Zoning

Under *The Development Plan for the Port Adelaide Enfield Council* (consolidated 16 April 2015) the land is situated in the LIGHT INDUSTRY ZONE.

The principal objectives of this zone are as follows:

Objective 1:	A zone accommodating a range of light industrial, storage and warehouse land uses that do not create any appreciable nuisance or generate heavy traffic within the locality.
Objective 2:	Development that contributes to the desired character of the zone.

Under this zone the present use industrial use (which we consider is the highest and best use), is a PERMITTED DEVELOPMENT.

An extract of the relevant section of the Development Plan is copied into the Appendices.

3.3 Heritage Listing

The subject property is not listed on any Local or State Heritage Registers.

3.4 Certificate of Classification

For the purpose of this valuation we have assumed that all necessary town planning approvals and consents for the existing development have been obtained and are compliant.

3.5 Statutory Assessment

For rating and taxing purposes the statutory assessed values of the property as determined by the Department of Planning, Transport and Infrastructure (Land Services Group) released 1 July 2015 are as follows:

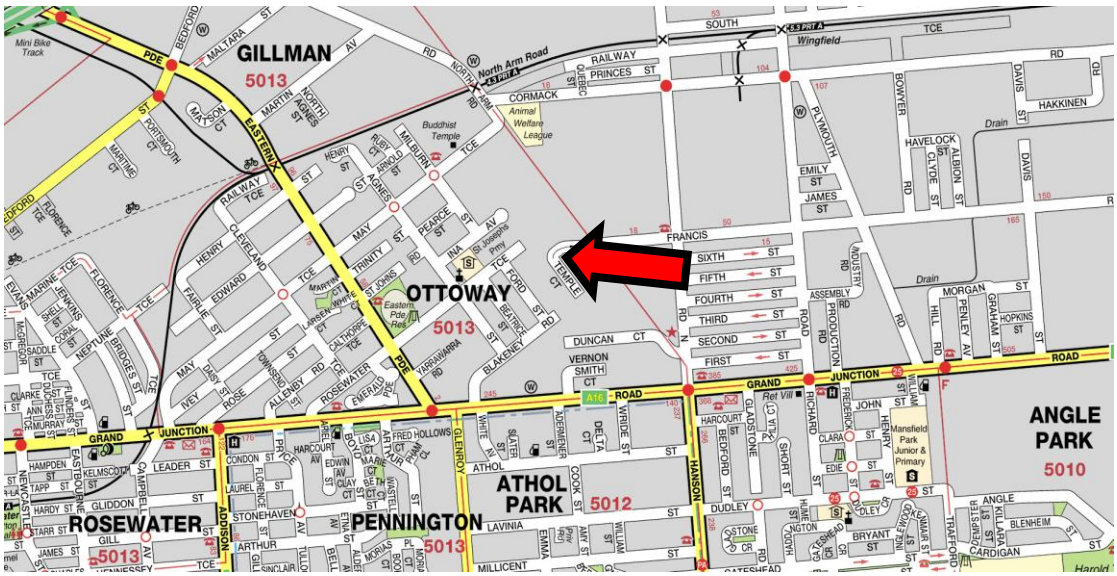
Date of Valuation:	1 January 2015
Site Value:	$1,250,000
Capital Value:	$2,025,000

The site value of $1,250,000 results in a State Land Tax assessment of $17,336.50 on a single holding basis.

4.0 LOCATION AND SERVICES

4.1 Location & Surrounding Development

The subject property is located within the north-western industrial precinct of Ottoway, approximately 13 kilometres (by road) from the Adelaide CBD. More particularly the property is located on Temple Court at its intersection with North Arm Road.



Surrounding development is primarily large industrial land holdings with older warehousing erected thereon. Some retail/commercial uses are located along Grand Junction Road to the south.

4.2 Roads, Access and Exposure

Temple Court is a bitumen sealed cul-de-sac which is a continuation of Francis Road to the west. The roadway is bitumen sealed with concrete gutters and vehicle cross-overs.

The subject site also has a frontage to North Arm Road to the east, which is a generous unsealed no through road which connects with Temple Court/Francis Road.

The site has multiple vehicular access points from Temple Court.

4.3 Services and Amenities

Services available include electricity, gas, town water, sewerage and telephone.

We are unaware of any planned changes in the area, such as amended road patterns, population and demographic movements, Council requests or plans, which may result in an adverse affect to the market value of the property.

4.4 Site Contamination

The current use of the property is somewhat similar to uses contained in the List of Potentially Contaminating Activities, Industries and Land Uses identified in Appendix 2 of the Australian Real Property Guidance Note 1 - Land Contamination Issues.

The southern portion of the site is occupied by East Waste who undertakes truck washing, mechanical works and refuelling onsite with an above ground diesel fuel tank with associated bowser.

We have been provided with a Preliminary Site Investigation report prepared by Greencap dated August 2015 (appended). The report concludes inter alia that the current and historical uses of the site may have resulted in some levels of contamination. The report states the following in relation to the ongoing use of the site:

"… there is considered to be a low to moderate risk of contamination being present on this site that would pose unacceptable health of environmental risks."

We are not experts in the detection or quantification of environmental problems and, have not carried out a detailed environmental investigation. For the purpose of this valuation we have assumed that any level of contamination would not exceed a level rendering the site unsuitable for the current use or future industrial use. Should this prove not to be the case we reserve the right to review, and if deemed necessary amend the assessment herein.

If verification is required that the property is free from contamination and has not been affected by contaminants of any kind, this could be obtained from a suitably qualified environmental professional.

5.0 LAND

Land Area – 15,370 m² (approx.)

The subject property comprises an irregular shaped land holding which is of generally level contour. The site has a large combined frontage to Temple Court in excess of 250 metres which bounds the site to the north and east.

Whilst held under a single title the site has been split into a southern area (currently leased) and northern area (vacant) with an internal cyclone mesh fence line.

The leased area is approximately 7,280 square metres, the balance being 8,090 square metres. The following aerial image shows the division of the site, the leased portion highlighted in **red** and the vacant portion in **blue**.



We are unaware of any outstanding Governmental orders or the possibility of future orders being imposed, e.g. road resumptions or any other form of resumptions.

A detailed image is contained upon the Certificate of Title appended hereto.

6.0 IMPROVEMENTS

The subject property is partially leased. The southern portion of the site is leased to East Waste – this portion is improved with a two level office, a truck wash bay and a workshop. The majority of the northern portion of the land is vacant bitumen sealed yard/car parking – improved with a somewhat dated office and attached workshop.

Gross Building Area – 1,341.60 m² (approx.)

Southern Portion (Leased – East Waste)

Description	Area
Office	193.00 m²
Wash Bay	117.00 m²
Workshop	560.90 m²

Northern Portion (Vacant)

Description	Area
Office Workshop	470.70 m²

The building areas have been calculated from plans provided by the instructing party. Should a subsequent survey reveal the building areas to be materially different from the areas stated, this report should be referred to us for revision.

6.1 Accommodation

Leased Portion – Southern

The southern portion of the site is improved with a number buildings which have been purpose built for the use of Eastern Waste Management Authority Incorporated.

The site has a two level concrete tilt up constructed office to the Temple Court frontage which is advised to have been built circa 2005. The two level office provides a good standard of accommodation comprising entry, staff kitchen, a change room with shower provision, separate male and female bathrooms and an office to the ground floor. The first floor is accessed via an internal staircase and provides additional offices and a meeting room. Internal appointments are of a generally good standard including concrete slab flooring vinyl and ceramic tile and carpet coverings, suspended acoustic tile ceilings with recessed fluorescent strip lighting, down lights, and ducted reverse cycle air-conditioning and a security alarm system.

Located centrally in the southern portion is a high clearance truck wash constructed of precast tilt up concrete panels and steel framed roof with Colorbond cladding. The building has drive-through access with roller doors at both ends. Internally it has two service platforms, concrete flooring with built-in drainage provisions and suspended bulb lighting.

To the rear of the southern portion (near the North Arm Road frontage) is a high clearance three bay workshop constructed of tilt up concrete panels with steel frame and Colorbond clad roof. The workshop provides space for three waste disposal trucks, accessed via high clearance roller doors and has a single mechanics pit.

Constructed internally within the workshop are storage, office and amenities together with mezzanine storage.

The balance of the leased portion comprises near new heavy duty bitumen sealed hardstand with truck manoeuvrability and parking provisions. There is a single above ground diesel fuel tank with associated bowser adjoining the truck wash.

We highlight there are currently three transportable office and amenities areas utilised by the Lessee. Given the impermanent nature of these structures they are not considered to form part of the freehold ownership and have therefore been disregarded in our assessment.

Vacant Portion – Northern

The northern portion of the site is largely bitumen sealed storage yard. We note that the condition of the bitumen is inferior to that of the southern leased portion of the site.

Constructed to the eastern boundary is a somewhat dated single level brick office with attached workshop. The building provides office and amenities, with two large open plan office spaces, several smaller spaces and two large bathrooms with shower provisions to the rear. Attached to the northern side is a small section of low clearance workshop with slide door access. The building is rather dated and provides basic accommodation only.

6.2 Site Improvements

Additional site improvements include cyclone mesh perimeter and central fence lines and spear metal fencing to the Temple Court frontage of the southern leased portion.

There is a small area of landscaped and maintained gardens and paths around the office.

6.3 Condition and Repair

An inspection of all readily accessible parts of the improvements on the land has been carried out. The leased portion of the property appeared in good condition, however the vacant portion was dated and in a fair condition only at the Date of Inspection having regard for age and use. Although we have not sighted a qualified engineer's structural survey of the improvements or its plant and equipment, no obvious structural defects were visible.

As we are not building construction and/or structural experts we are unable to certify as to structural soundness of the improvements. Greater certainty as to structural condition and presence of any form of infestation can only be obtained by commissioning further reports from relevant experts.

We have assumed for the purpose of this assessment that no major defects exist and that the improvements comply with relevant Statutory Authority codes and standards.

Asbestos

Occupational Health, Safety and Welfare (Asbestos) Regulations 1991 (subsequently amended in 1995 and 2010) place obligations on building owners (non-residential buildings) and other persons in possession of asbestos to maintain a Building Register identifying any asbestos that is installed in any building or any plant equipment on the property.

To comply with the legislation, the building owner or property manager must obtain a Building Register by an "appropriately qualified person" stating:

- whether any asbestos materials are present;
- a description of the type of asbestos material;
- the form of the material;
- any potential health risks to occupants.

Further, the Regulations require regular reinspections by a competent person (at least annually) to monitor any changes in the state of the asbestos. The Register must also include policies to control all asbestos and prevent exposure of any persons to that asbestos.

We have not been provided with an Asbestos Register for the subject property. Given the age of the buildings constructed on the southern portion of the site we consider it highly unlikely that any asbestos products would have been utilised during construction. That said, the office workshop erected on the northern portion of the site may well contain some areas of the product. We are not experts in the area of asbestos and we would recommend an Asbestos Materials Report to be carried out by an “appropriately qualified person”. The valuation is made on the assumption there are no potential health risks within the property and that there are no asbestos related materials on the property.

7.0 OCCUPANCY

7.1 Tenancy

Portion of the property is subject to the following unregistered lease. We have not sighted the original signed documents, however have been provided with an unsigned copy by the instructing party which we have assumed to be fully executed and have summarised below:

Lessor:	Ionex Nominees Pty Ltd
Lessee:	Eastern Waste Management Authority Incorporated
Commencement Date:	13 September 2014
Term:	10 years expiring 12 September 2024
Option:	Nil
Commencing Rent:	$180,000 net per annum GST exclusive
Current Rent:	$187,200 net per annum GST exclusive
Reviews:	Fixed 4% annual increases
Annual Outgoings:	The lease is structured on a net basis with the Lessee responsible for outgoings including State Land Tax (single holding basis). We highlight that whilst the Lease states that State Land Tax is recoverable, the Retail & Commercial Leases Act 1995 prohibits this. We have formed the view that the subject property is likely to fall within the scope of the Act, which overrides the Lease.
Demised Area:	Portion marked “Area A1”and hatched on the plan annexed to the Lease, being portion of the land in Certificate of Title Volume 5447 Folio 526.
Site Area:	7,280 m^2
Permitted Use:	Workshop, truck wash and offices
Comments:	• The Lessee was provided a $30,000 GST exclusive rental rebated in the first year and a $7,500 GST exclusive rebate in the second year.

8.0 VALUATION CONSIDERATIONS

8.1 Sales History

Our search of sales records indicates the property has no recorded recent sales history.

8.2 SWOT Analysis

Strengths

- Large land holding with extensive street frontages.
- Portion of site is leased with nine (9) years remaining.
- Passing net rental under the lease of $187,200 per annum GST exclusive.
- Portion of site is improved with good quality, purpose built facilities.
- Located within “waste precinct”, a strategic position for the Lessee.

Weaknesses

- Large portion of the site comprises secondary standard hardstand/storage yard.
- Vacant office workshop is dated and of a fair standard only.
- Portion of vacant area has been offered for lease for an extended period without demand/success.

Opportunities

- Lease the currently vacant portion of the site.
- Scope for further redevelopment (subject to necessary consents).
- Potential for division and piecemeal divestment (subject to necessary consents).
- Create “drive through” ingress/egress across the site.

Threats

- Potential for elevated site contamination.
- Portion of the site comprises secondary industrial accommodation, a market segment which has been soft in recent times.
- Rental reversion upon lease expiry.

8.3 Market Position of the Subject Property

The subject property comprises a large industrial land holding which is divided into two sections, one of which is leased until 2024 with a passing net rental of $187,200 per annum.

The southern portion of the site, being approximately 7,280 square metres is leased to Eastern Waste Management Authority Incorporated. This portion of the site is sealed with near new bitumen hardstand/truck and car parking areas and is improved with three modern structures. This portion derives a strong income, largely reflective of the purpose built nature of the leased area, and in our opinion would be viewed upon favourably by market participants.

The northern portion of the site, being approximately 8,090 square metres is currently vacant. There is a basic office workshop erected on this part of the site, which together with approximately 800 square metres of curtilage hardstand is offered for lease with Lin Andrews Real Estate. Our discussions with the leasing agent noted the property received some limited interest with an asking rental of $40,000 net per annum, however at present no deal has been finalised.

If the property were to be offered to the open market for sale we would envisage that interest may stem from a number of groups - primarily however private investors considering the strong lease covenant over approximately half of the site generating in excess of $180,000 net annually. With that said, the balance of the site is secondary in nature in comparison to the leased portion. This land does hold value, in our opinion however the bulk of the market value is held in the leased portion.

Under the current development controls it would appear that the site could be suitable for division. A potential purchaser may see the opportunity to divest of portion of the property (subject to Council consents and separate Certificate of Title). Alternatively there may be scope for further development of the largely vacant northern portion or to lease this portion (albeit limited leasing interest to date).

Overall we have formed the view that the subject property provides several opportunities for potential purchasers moving forward – however the current market value is largely underpinned by the strong lease covenant over the southern portion of the site.

8.4 Comparable Evidence

In assessing the market value of the property, we have obtained, inspected and analysed evidence of comparable properties.

In compiling the following market evidence we have relied on a range of external sources including publicly available information, subscription to information databases and information generally provided verbally by others such as real estate agents, property managers, property valuers and consultants. In many instances we have not had access to the original source material. Although we have endeavoured to the best of our ability to confirm the accuracy of the information provided, we have had to rely on some of this information in good faith. We are unable to state with absolute certainty that the information upon which we have relied is consistent with the contractual arrangements between the relevant parties.

All of the properties have been inspected externally, but we have not been able to inspect every property internally. Our comments are based on the external inspections as well as our conversations with parties associated with the transaction.

The Department of Planning, Transport and Infrastructure does not currently differentiate between or record whether or not a transaction is inclusive or exclusive of GST. Where we have not been able to verify the status of a transaction, we have assumed the recorded information is inclusive of GST and have made appropriate adjustments to establish a GST exclusive figure.

The following schedule details those most comparable transactions which we have relied on in making our assessment:

Sales Evidence

1		**Address:**	18 Duncan Court Ottoway
		Purchase Price:	$2,200,000
		Date:	December 2014
		Land Area:	16,780 m²
		Building Area:	5,169 m²
		Land Analysis:	$131/m²
		Building Analysis:	$426/m²
		Net Passing Income:	Refer to comments

General Comment
The property comprises a large industrial land holding with multiple access points. The site was improved with various dated warehouse buildings with associated offices and hardstand areas at the Date of Sale, having formerly been utilised as a foundry. The vast majority of the property is vacant, save a telecommunications tower which is leased to Vodafone and Optus with a total passing income from both leases of approximately $22,165 pa (inclusive of licence fee). Since purchase all the improvements except the smallest warehouse (340 m²) have been demolished.

2		**Address:**	223-233 Eastern Parade Gillman
		Purchase Price:	$1,800,000
		Date:	September 2014
		Land Area:	11,270 m²
		Building Area:	1,117 m²
		Land Analysis:	$160/m²
		Building Analysis:	$1,611/m²
		Net Passing Income:	Refer to comments

General Comment
A large site improved with an office warehouse facility with a large canopy. The warehouse provides high clear span clearance with dual sliding doors allowing drive through access. The attached canopy is approximately 371 m² with the same clearance. The property is further improved with a small cool room of approximately 36 m² and a large hardstand area. The remainder of the site is unsealed. Zoned General Industry and offered with vacant possession. Purchaser subsequently negotiated a 3+3 year lease term with the vendor at a commencement rental of $150,000 net pa, equating to a yield of 8.33%.

3		**Address:**	24 Diagonal Road Pooraka
		Purchase Price:	$2,350,000
		Date:	January 2015
		Land Area:	14,060 m²
		Building Area:	1,980 m²
		Land Analysis:	$167/m²
		Building Analysis:	$1,187/m²
		Net Passing Income:	$169,692
		Passing Yield:	7.22%

General Comment
An irregular shaped corner allotment improved with an office warehouse facility of a good standard. Further improved with a substantial external loading/storage area with access points to the warehouse via three roller doors. Subleased to MV Engineering) expiring in June 2015 with a passing net rental of $169,692.16 pa.

4		**Address:**	79 South Terrace Wingfield
		Purchase Price:	$2,150,000
		Date:	December 2014
		Land Area:	8,094 m²
		Building Area:	3,306 m²
		Land Analysis:	$266/m²
		Building Analysis:	$650/m²
		Net Passing Income:	Refer to comments

General Comment
An irregular shaped land holding comprising eight allotments held over five certificates of title. The property is improved with multiple warehouses and associated offices offering a reasonable level of accommodation. The property was sold essentially subject to vacant possession, with several tenants secured for portions of the site after execution of the contract.

5		**Address:**	551 Grand Junction Road Wingfield
		Purchase Price:	$2,000,000
		Date:	May 2014
		Land Area:	5,910 m²
		Building Area:	2,398 m²
		Land Analysis:	$338/m²
		Building Analysis:	$834/m²
		Net Passing Income:	$173,755
		Passing Yield:	8.69%

General Comment
The site is improved with two detached buildings. The main building, to the front of the site, comprises a large office/showroom warehouse facility. The warehouse is approximately 864 m² and provides high clearance. In addition there is a large, high clearance canopy attached with petrol pumps underneath. To the rear of the site is a second warehouse facility with internal office and amenities, it also provides high clearance. The site provides B-double access. Leased to Petroleum Pty Ltd for 7+5+5+5+5+5 years commencing November 2008 (first renewal exercised). Passing net rental as at Date of Sale is $189,000 pa with a fixed increase to $198,450 in November 2014. Thereafter rent is annually reviewed in line with CPI and to market in 2020 and on renewal. Lessee is responsible for outgoings excluding State Land Tax ($15,245.50 on a single holding basis). After deduction State Land Tax passing net income as at the date of sale equates to $173,754.50 pa.

6		**Address:**	23-27 Wilkins Road Gillman
		Purchase Price:	$2,200,000
		Date:	April 2015
		Land Area:	11,163 m²
		Building Area:	1,510 m²
		Land Analysis:	$197/m²
		Building Analysis:	$1,457/m²
		Net Passing Income:	Vacant possession

General Comment
A large site, the bulk of which comprises bitumen sealed hardstand. The site is improved with two warehouses and a separate office and amenities area. The office/amenities is approximately 250 m², being of brick wall construction. The main warehouse is approximately 707 m² with internal clear span clearance of 6.8-8.7 metres, and an internal office and bathroom area of a mezzanine floor. There is an attached canopy of approximately 120 m². The second warehouse is approximately 309 m²; comprising a clear span area with clearance of approximately 4.7-5.7 metres with slide door access. Sold with vacant possession.

7		**Address:**	52 Bedford Street Gillman
		Purchase Price:	$800,000
		Date:	Under Contract
		Land Area:	5,508 m²
		Building Area:	2,508 m²
		Land Analysis:	$145/m²
		Building Analysis:	$319/m²
		Net Passing Income:	Vacant possession

General Comment
The property comprises a corner land parcel held over multiple certificates of title and improved with two warehouses, a standalone office and a canopy. Zoned Light Industry. The property is under contract of sale after an open market campaign. The property has been offered to the market since late 2013 with initially an asking price in excess of $1.5 million.

8		**Address:**	44 Plymouth Road Wingfield
		Purchase Price:	$1,075,000
		Date:	January 2013
		Land Area:	4,044 m²
		Building Area:	361 m²
		Land Analysis:	$266/m²
		Building Analysis:	$2,978/m²
		Net Passing Income:	$100,000
		Passing Yield:	9.30%

General Comment

A corner allotment with three street frontages. The site comprises seven allotments over two certificates of title. Improved with a detached office of approximately 114 m², a small secondary office of 20 m² and a high clearance workshop of approximately 227 m² with 4.1 metre clearance. Further improved with an attached canopy of approximately 229 m². The remainder of the site is bitumen sealed hardstand. Zoned Industry. Leased to Adelaide Specialised Freight Pty Ltd for 2+1 years commencing February 2012. Commencing net rental is $100,000 per annum.

9		**Address:**	2-6 George Street Greenfields
		Purchase Price:	$3,230,000
		Date:	May 2015
		Land Area:	10,790 m²
		Building Area:	3,840 m²
		Land Analysis:	$299/m²
		Building Analysis:	$841/m²
		Net Passing Income:	$323,914
		Passing Yield:	10.03%

General Comment
Improved with a purpose built office warehouse facility constructed in 2002 and is currently utilised as a transport depot for BlueStar logistics. The property is leased with an annual net rental of approximately $332,000 with a new lease executed recently. After allowances for non-recoverable State Land Tax the passing net income is $323,914 per annum. The clear span warehouse of 3,566 m² has a clearance of 7 metres with multiple roller door access, extensive hardstand areas and a canopy of 1,600 m². The attached brick office/amenities area of 240 m² includes a waiting area and partitioned offices.

8.5 Methodology

Real property is valued in terms of its "highest and best use" which may be defined as the most probable use of a property which is physically possible, appropriately justified, legally permissible, financially feasible and which results in the highest value for the property being valued. In this instance we consider the current use to be its highest and best and it is on this basis we have assessed its market value.

Capitalisation Approach

The most appropriate method of assessing the market value of an income earning property is the Capitalisation approach. Under this approach, we have assessed the Sustainable Net Annual Income for the property, based on the market/passing income (less non-recoverable outgoings and land tax). This amount is capitalised at a market derived rate (yield) that adequately reflects the security of income, its growth potential and hypothetical and existing lease terms and conditions.

Rental Income

As a basis for assessing an appropriate market rental for the property, we have had regard to the general level of rents being achieved in the current market place for comparable premises.

The southern portion of the site currently derives a net annual rental of $187,200 per annum. This portion has been improved with purpose built office, truck wash, workshop and heavy duty hardstand to suit the tenant. The passing rental equates to approximately $26 per square metre over the improved site (southern portion), and in excess of $200 per square metre of the total building area. We highlight that the Lessee has negotiated a rental rebate of $7,500 GST exclusive for the current year expiring September 2016. After this point rental reverts back in line with the Lease – being $187,200 plus 4 per cent. For the purpose of this assessment we have considered the rental payable under the lease and have made an adjustment for the current shortfall later herein.

We have considered rentals of generally comparable assets – which are often determined on a component part basis more so than an overall rate.

In general terms net rentals over office components are in the order of $150-$200 per square metre. Truck wash, workshops and alike are in the order or $70 to $100 per square metre. Finally, hardstand rentals tend to range from $10 to $15 per square metre dependent on whether they are heavy duty and bitumen or concrete sealed.

Applying our opinion of reasonable rates within the above ranges to the subject property suggests a market rental to a third party in the order of $165,000 to $175,000 net per annum. As previously mentioned however it is not uncommon for purpose built facilities to attract a slight premium considering the added value and utility of the site for the user.

We have formed the view that the passing rental under the lease may be slightly excessive however given the lack of market reviews within the lease the market is likely to view the property in light of the passing rental. The lease continues until 2024 with annual 4 per cent increases. As the fixed formula driven reviews continue the passing rental is likely to continue to outstrip the market. As the lease tenure diminishes the value of the surplus rental is also likely to reduce and impact the market value of the property.

For the purpose of this assessment we have adopted the passing net rental as we believe this is how the market will view the property.

The northern portion of the site is currently vacant. Part of this area is currently offered for lease, being the office workshop together with approximately 800 square metres of hardstand/storage yard. This portion of the site has been offered for lease for an extended period with no lease understood to have been secured to date. It is our opinion that given the dated nature of the building erected on the northern portion and secondary hardstand/storage yard it is unlikely to attract much demand from a leasing stand point (as evidence by the limited interest to date) – an extended letting up period is considered very likely to source a tenant for the whole site. Overall we have formed the view that a potential purchaser is more likely to view the northern portion of the site as surplus to the existing leased southern portion. We have accounted for the added value of this land as a capital adjustment later herein.

Non-Recoverable Outgoings

The lease is structured on a net basis with outgoings recoverable form the Lessee including State Land Tax (single holding basis). However, it would appear that the property falls within the scope of the Retail and Commercial Leases Act and as such land tax is not recoverable. We have assumed this to be the case herein. The single holding land tax liability is currently $17,336.50.

Therefore, the resultant net sustainable annual rental is assessed at $169,863.50.

Capitalisation Rate

As a basis for the selection of an appropriate rate of capitalisation to apply to the subject property, we have had regard to the general level of returns required by investors for a property of this class, including the sales evidence highlighted earlier. Investment yields largely fall within a range of 8.00% to 10.00%. The property is considered to represent an investment asset that would fall within this range.

Based on the physical, financial and investment elements of the subject property, including:

(a) location within an somewhat secondary northern industrial precinct,

(b) the scale and configuration of the site – noting large street frontages,

(c) the size and standard of the built form,

(d) existing lease terms and conditions,

(e) imputed market rental, and

(f) likely investor demand,

we consider it appropriate to adopt a capitalisation rate of 9.00%.

Capital Adjustments

We have formed the view that the northern portion of the site is likely to be viewed as surplus land which could potentially be divested (subject to necessary consents and separate title). We have considered the potential leasing utility and added value of the office workshop in adopting our added value of this portion.

We have considered sales of land in the area together with sales of development sites. We highlight a property of approximately 16,780 square metres which sold at an improved rate of $131 per square metre of land. This property adjoins the subject to the south. Since purchase the vast majority of buildings have been demolished. This site did however attract income from a telecommunications tower, an added benefit the northern portion of the subject site lacks. Furthermore this is a saleable asset in its own right; the northern portion of the subject property is not.

Overall we consider a rate in the order of $110 to $120 per square metre to be reasonable to account for the added value of this land. Adopting $115 per square metre equates to total surplus land capital adjustment of $930,350.

As previously mentioned the Lessee receives a rental rebate of $7,500 GST exclusive for the year commencing September 2015 and expiring September 2016. This rebate is formulated as a $625 per month discount on the rental. As at the Date of Valuation eleven months remain in this rebate period. We have made a capital adjustment to account for this rental shortfall until the rental reverts back in line with the Lease. This adjustment equates to $6,875.

Total capital adjustments therefore equate to $923,475.

Reconciliation

Applying the various estimates in respect to income, landlord's outgoings, capitalisation rate, capital adjustments and surplus land, results in a (rounded) market value of **$2,810,000 (Two Million Eight Hundred and Ten Thousand Dollars) exclusive of GST**.

Summation

We have utilised the Summation approach as a secondary check methodology. Under this approach we have summated the market value of the land and the added value of the building and other improvements.

The market value of the land is based on the Direct Comparison approach with reference to vacant land and development site sales in the vicinity.

The sales detailed herein indicate a rather broad range of rates over the land, in the order of $130 to $340. We do highlight that those sales with lower building to site cover – similar to that of the subject – tend to reflect the rates at the lower end of this range.

Vacant land sales in the area generally have reflected rates of $200 per square metre and below, we do highlight however that many of these sites are far smaller than the subject land holding. The property adjoining the subject to the south is approximately 16,780 square metres and sold at an improved rate of $131 per square metre of land. Since purchase the vast majority of buildings have been demolished.

We consider it appropriate to adopt a land value of $115 per square metre. Based on the land area of 15,370 square metres, this equates to a (rounded) land value of $1,765,000.

In assessing the added value of the improvements, we have had regard to factors such as:

- age/condition,
- scale and use, and
- likely replacement costs.

We consider it appropriate to adopt the following rates per square metre:

Component	Added Value (Rounded)
Office @ $1,250/m^2	$240,000
Truck Wash @ $475/m^2	$ 55,000
Workshop @ $500/m^2	$280,000
Secondary Office Workshop @ $525/m^2	$245,000
Ancillary Site Improvements (incl. hardstand)	$200,000
Total Added Value	**$1,020,000**

Applying the various estimates in respect to the value of the land and improvements indicates a value in the order of **$2,785,000 (Two Million Seven Hundred and Eighty Five Thousand Dollars) exclusive of GST.**

9.0 CONCLUSION

9.1 Summary

Capitalisation Approach

Component	Adopted
Net Sustainable Annual Rental	$169,863.50
Yield (Capitalisation Rate)	9.00%
Capital Adjustments	$ 923,475
Market Value (Rounded)	**$2,810,000**

Summation Approach

Component	Adopted
Underlying Land Value	$1,765,000
Built Improvements Added Value	$ 820,000
Site Improvements Added Value	$ 200,000
Market Value (Rounded)	**$2,785,000**

We have derived from the application of the two methodologies that the market value ranges from $2,810,000 to $2,785,000.

The subject property comprises a somewhat unique asset considering the vastly different standards the two sections. The northern portion is likely to attract a reasonable level of interest from the market; conversely the southern portion is likely to be viewed as surplus and is of a far inferior standard. The majority of the value of the property is considered to be held in the leased portion, and in this instance we consider it appropriate to adopt the value obtained in our primary methodology. We have adopted a market value of **$2,810,000 (Two Million Eight Hundred and Ten Thousand Dollars) exclusive of GST**.

We note that the adopted value equates to approximately $183 per square metre of improved site area which is generally supported by the available sales evidence.

10.0 VALUATION

In accordance with our instructions and any qualifications detailed herein, we assess the Market Value of **1 Temple Court, Ottoway SA 5013** for pre-purchase advisory purposes as at **18 September 2015** to be:

$2,810,000 GST Exclusive
(Two Million Eight Hundred and Ten Thousand Dollars)

This Valuation is made subject to the assumptions, remarks and qualifications contained in this REPORT and is for the use only of the party to whom it is addressed and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this REPORT. Neither the whole nor any part of this REPORT or any reference thereto may be included in any document, circular or statement without our written approval of the form and context in which it will appear.

Neither McGees Property nor the signatory to this REPORT have any interest financial, pecuniary or otherwise in, or with parties associated with the subject of this assessment that would conflict with the independent valuation of the property. We confirm that this position will be maintained until the purpose for which this valuation is being obtained is completed.

McGEES PROPERTY

TOM ROWE
B. Bus. Prop. (Valuation)
Associate of the Australian Property Institute
Certified Practising Valuer

NATHAN ROBINS
Director
B. Bus. Prop. (Valuation)
Associate of the Australian Property Institute
Certified Practising Valuer

SIGNED this 28th day of September 2015.

LETTER OF INSTRUCTIONS

From: Adam Faulkner [Adam@eastwaste.com]
Sent: Monday, 14 September 2015 4:50 PM
To: Nathan Robins
Subject: Re: 1 Temple Ct Ottoway

Nathan hi

The fee and turnaround is acceptable. Let me know how you would like to proceed.

With thanks

Adam Faulkner
General Manager - East Waste
0409 255 421

Sent from my iPhone

On 14 Sep 2015, at 4:13 pm, Nathan Robins <nrobins@adl.mcgees.com.au> wrote:

> HI Adam
>
> What a fantastic game. I thoroughly enjoyed watching it on TV, I can only imagine the energy and feeling at the MCG in those last few minutes.
>
> With regards to the site assessment we'd be happy to assist and are well experienced in this market place.
>
> Reviewing the scope I'd envisage a fee of $2,700+GST and a turnaround of approximately 12 business days (I can work in with you regarding this).
>
> Please advise acceptance and we will be able to move forward.
>
> Kind regards
>
> Nathan
>
> **Nathan Robins AAPI**
> **Director**
> <image001.png>
> McGees Property
> Level 9, 60 Waymouth Street
> Adelaide SA 5000
> T 08 8414 7836
> F 08 8231 1143
> M 0422 428 225
> E nrobins@adl.mcgees.com.au
> W www.mcgees.com.au
>
> *Liability limited by a scheme approved under Professional Standards Legislation*

WARNING - This message may contain privileged and confidential information intended only for the use of the addressee named above. If you are not the intended recipient of this message you are hereby notified that any use, dissemination, distribution or reproduction of this message is prohibited. If you have received this message in error, please notify the sender immediately.

From: Adam Faulkner [mailto:Adam@eastwaste.com]
Sent: Monday, 14 September 2015 3:20 PM
To: Nathan Robins
Subject: RE: 1 Temple Ct Ottoway

Nathan thanks for the email. The drive to Melbs, was certainly worth it!

As discussed East Waste is requiring an independent commercial/market valuation of the property detailed in the site plan attached (please disregard any internal mark-ups, it is the total land parcel).

A brief background; East Waste currently leases the land and buildings in Area A1 in a 10 year lease for $180k per annum indexed at 4% annually. The owners have stated their intention to sell the total land parcel. The East Waste Board have signalled their intention to perform necessary due diligence on the opportunity to purchase the property, including an independent valuation of what the property would retail for on the market.

If you could please forward your estimated fees, and a timeframe for the inspection and production of a report, that would be appreciated.

Following my review and approval of your fee proposal, we can arrange a site inspection, and kick it off.

With thanks

Adam Faulkner BAppSci, Grad Cert EnvEng; MBA; GAICD
General Manager
East Waste
M: 0409 255 421 P: (08) 8347 5105

1 Temple Court
Ottoway SA 5013
PO Box 26
Mansfield Park SA 5012

www.eastwaste.com

From: Nathan Robins [mailto:nrobins@adl.mcgees.com.au]
Sent: Friday, 11 September 2015 3:11 PM
To: Adam Faulkner <Adam@eastwaste.com>
Cc: James Juers <jjuers@adl.mcgees.com.au>
Subject: 1 Temple Ct Ottoway

Hi Adam

Thanks for taking the call earlier and explaining your requirements.

If you can send through the information pertaining to the property early next week we can get the ball rolling.

Enjoy the weekend, hope the drive will be worth it.

Kind regards

Nathan

Nathan Robins AAPI
Director
<image001.png>
McGees Property
Level 9, 60 Waymouth Street
Adelaide SA 5000
T 08 8414 7836
F 08 8231 1143
M 0422 428 225
E nrobins@adl.mcgees.com.au
W www.mcgees.com.au

Liability limited by a scheme approved under Professional Standards Legislation

WARNING - This message may contain privileged and confidential information intended only for the use of the addressee named above. If you are not the intended recipient of this message you are hereby notified that any use, dissemination, distribution or reproduction of this message is prohibited. If you have received this message in error, please notify the sender immediately.

CURRENT TITLE SEARCH

Government of South Australia

Product	Register Search
Date/Time	16/09/2015 11:28AM
Customer Reference	25617_12NR
Order ID	20150916003806
Cost	$27.25

The Registrar-General certifies that this Title Register Search displays the records maintained in the Register Book and other notations at the time of searching.

REGISTRAR - GENERAL SOUTH AUSTRALIA

Registrar-General

Certificate of Title - Volume 5447 Folio 526

REAL PROPERTY ACT, 1886 South Australia

Parent Title(s)	CT 5350/215
Dealing(s) Creating Title	RTC 8129722
Title Issued	05/09/1997
Edition	4
Edition Issued	22/09/2005

Estate Type

FEE SIMPLE

Registered Proprietor

IONEX NOMINEES PTY. LTD. (ACN: 074 584 553)
OF 22 DUNCAN COURT OTTOWAY SA 5013

Description of Land

ALLOTMENT 24 DEPOSITED PLAN 45437
IN THE AREA NAMED OTTOWAY
HUNDRED OF PORT ADELAIDE

Easements

SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED K FOR DRAINAGE PURPOSES TO THE COUNCIL FOR THE AREA (223LG RPA)

Schedule of Dealings

Dealing Number	Description
10298679	MORTGAGE TO NATIONAL AUSTRALIA BANK LTD. (SINGLE COPY ONLY)

Notations

Dealings Affecting Title

NIL

Priority Notices

NIL

Copyright Privacy Disclaimer: www.sailis.sa.gov.au/home/showCopyright www.sailis.sa.gov.au/home/showPrivacyStatement www.sailis.sa.gov.au/home/showDisclaimer

Notations on Plan

NIL

Registrar-General's Notes

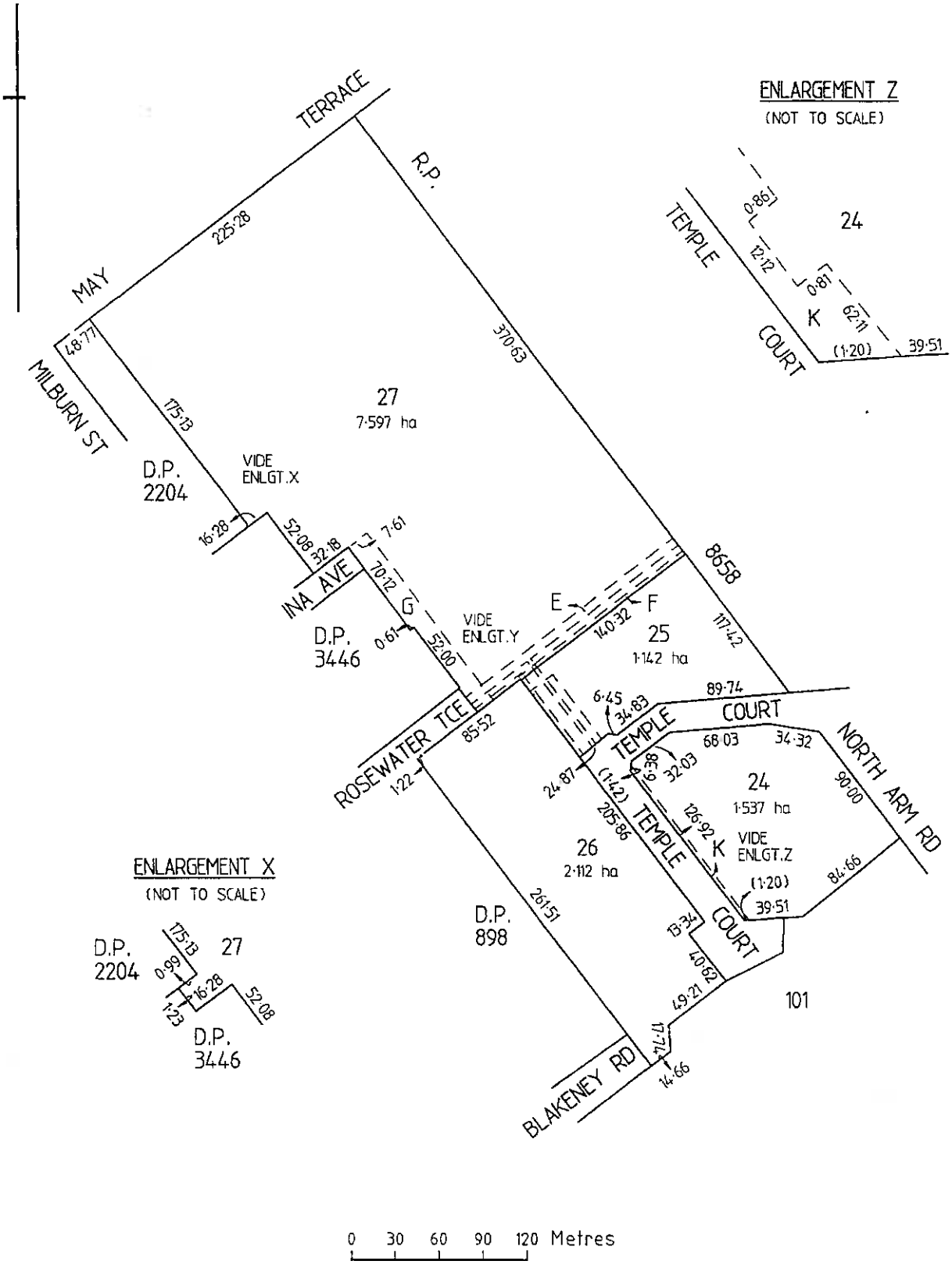
NIL

Administrative Interests

NIL

* Denotes the dealing has been re-lodged.

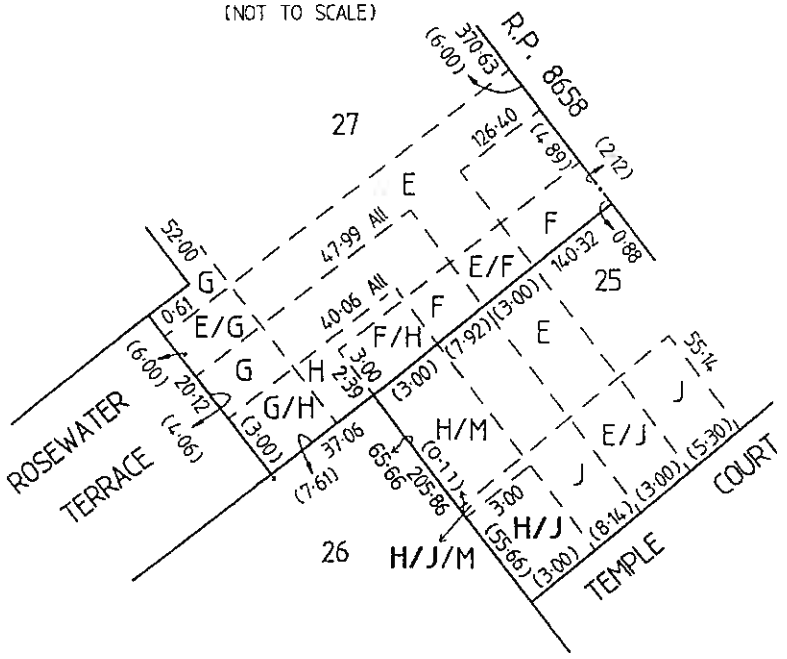
Copyright Privacy Disclaimer: www.sailis.sa.gov.au/home/showCopyright www.sailis.sa.gov.au/home/showPrivacyStatement www.sailis.sa.gov.au/home/showDisclaimer



Copyright Privacy Disclaimer: www.sailis.sa.gov.au/home/showCopyright www.sailis.sa.gov.au/home/showPrivacyStatement www.sailis.sa.gov.au/home/showDisclaimer

ENLARGEMENT Y

(NOT TO SCALE)



Copyright Privacy Disclaimer: www.sailis.sa.gov.au/home/showCopyright www.sailis.sa.gov.au/home/showPrivacyStatement www.sailis.sa.gov.au/home/showDisclaimer

DEVELOPMENT PLAN EXTRACT



- School
- Post Office
- Police Station
- Railways
- Local Reserves
- Development Plan Boundary

Location Map PAdE/19

PORT ADELAIDE ENFIELD COUNCIL

Consolidated - 16 April 2015



N

0 500m

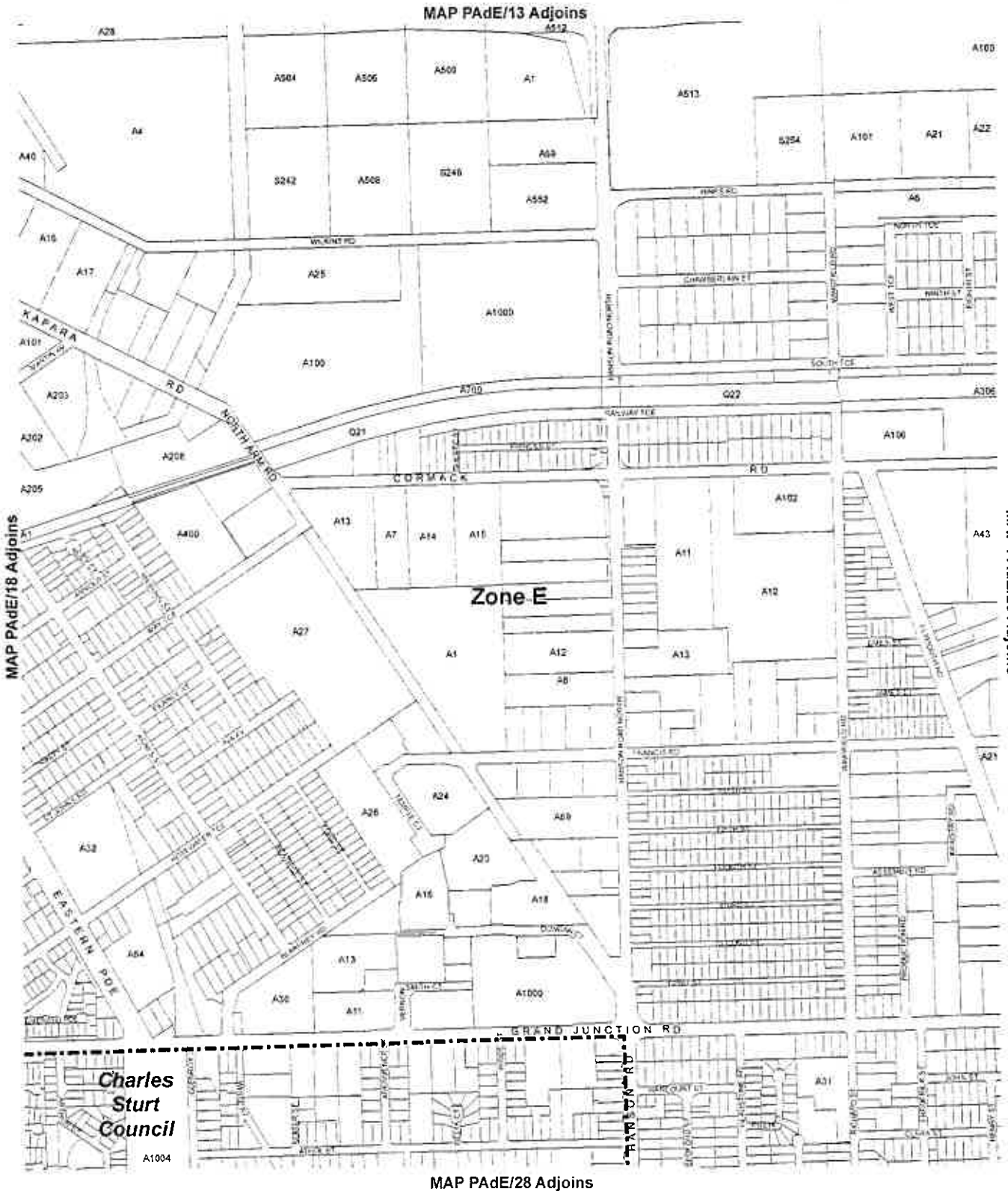
Overlay Map PAdE/19

TRANSPORT

Primary Arterial Roads
Secondary Arterial Roads
Development Plan Boundary

PORT ADELAIDE ENFIELD COUNCIL

Consolidated - 16 April 2015



Airport Building Heights
Zone E All Structures Exceeding 100 metres above existing ground level

N

0 500 m

Overlay Map PAdE/19

DEVELOPMENT CONSTRAINTS

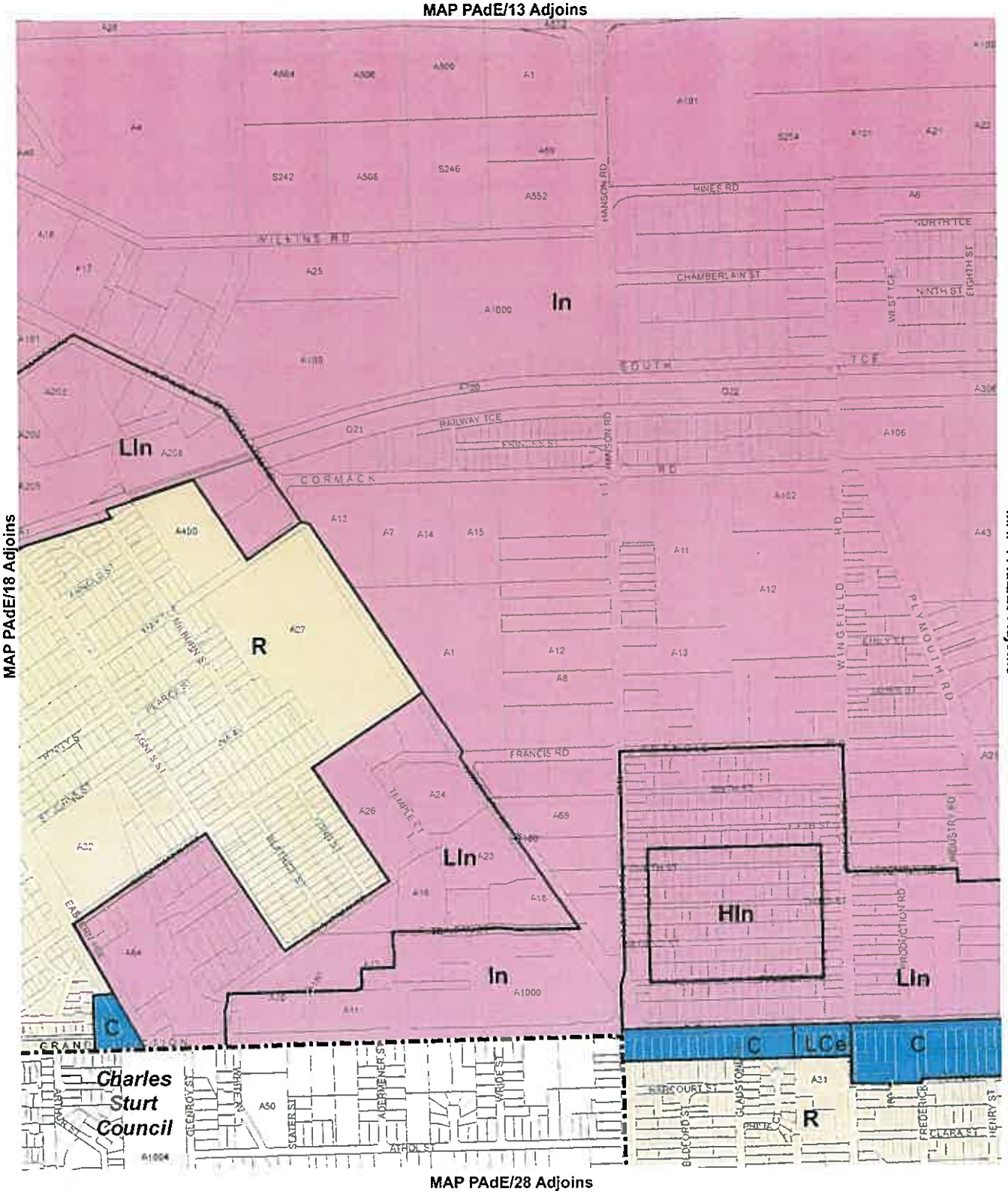
Airport Building Heights

Development Plan Boundary

PORT ADELAIDE ENFIELD COUNCIL

Consolidated - 16 April 2015

MAP PAdE/13 Adjoins



MAP PAdE/18 Adjoins

MAP PAdE/20 Adjoins

MAP PAdE/28 Adjoins

Lamberts Conformal Conic Projection GDA94

N

0 500m

Zones

- Commercial
- Home Industry
- Industry
- Light Industry
- Local Centre
- Residential
- Zone Boundary
- Development Plan Boundary

Zone Map PAdE/19

PORT ADELAIDE ENFIELD COUNCIL

Consolidated - 16 April 2015



Policy Area Map PAdE/19

Policy Area Boundary
Development Plan Boundary

PORT ADELAIDE ENFIELD COUNCIL
Consolidated - 16 April 2015

Light Industry Zone

Refer to the *Map Reference Tables* for a list of the maps that relate to this zone.

OBJECTIVES

1 A zone accommodating a range of light industrial, storage and warehouse land uses that do not create any appreciable nuisance or generate heavy traffic within the locality.

2 Development that contributes to the desired character of the zone.

DESIRED CHARACTER

The zone accommodates variety in use, built form, appearance and amenity. Uses comprise warehousing and distribution, industrial, commercial, retail, manufacturing, engineering, automotive services, offices and storage. Activities range in scale from small to medium, with a number of large industrial premises. Parts of the zone provide a transition between the **Industry Zone** and adjoining residential areas.

Much of the zone has an interface with residential areas, with impacts on residential amenity varying depending on the nature of activity. Some residential areas do experience adverse impacts from some activities arising from visual appearance, building bulk, lack of landscaping, noise, air quality, overshadowing, 24 hour operation, industrial traffic and on-street car parking. Additionally, hazard risk is associated with some activities. Proximity to residential areas also acts as a constraint on industrial activity.

Development within the zone in close proximity to sensitive land uses located within adjacent zones, such as residential development, schools and childcare facilities, will be required to minimise any adverse impacts on the amenity and function of those areas.

Redevelopment within the zone in close proximity to sensitive land uses located within adjacent zones will be required to improve the relationship between the redeveloped land use and the nearby sensitive land uses. This can be achieved through the relocation of high impact activities away from zone boundaries, the establishment of landscaped buffers adjacent zone boundaries and improved management practices.

That portion of the zone located at Taperoo between Willochra Street and Solvay Road plays an important role in providing a minimum 100 metre noise separation buffer between residential zoned land to the west and general industry zoned land to the east. In recognition of this buffer role, development in this portion of the zone is specifically limited to noise attenuation measures and railway activities necessary to serve the freight rail corridor that traverses this land.

PRINCIPLES OF DEVELOPMENT CONTROL

Land Use

1 The following forms of development are envisaged in the zone:

- light industry
- service industry
- store
- warehouse.

2 Development listed as non-complying is generally inappropriate.

Form and Character

3 Development should not be undertaken unless it is consistent with the desired character for the zone.

4 Advertisements and advertising hoardings should not include any of the following:

(a) flashing or animated signs

(b) bunting, streamers, flags, wind vanes and similar

(c) roof-mounted advertisements projected above the roofline

(d) parapet-mounted advertisements projecting above the top of the parapet.

5 The existing 30 metre wide mound adjacent the northern and eastern side of Victoria Road in the suburbs of Outer Harbor and Osborne as well as the existing landscaping established upon this mound should be retained and reinforced with additional planting.

6 At Port Adelaide, buildings should be set back a minimum of 4 metres from Old Port and Grand Junction Roads.

7 Development on those allotments immediately abutting Jack Watkins Reserve (along Churchill Road) should be designed to maximise surveillance of public open space by:

(a) avoiding use of high walls, screens and buildings that obscure direct views to public areas

(b) incorporating landscaping and permeable fencing that maintains visibility onto the public open space, whilst maintaining privacy

(c) arranging working areas and loading facilities, windows, access ways and balconies to overlook recreation areas and provide observation points to the public open space.

Access

8 Development should avoid vehicular access from residential streets and should restrict vehicular access to arterial roads.

9 At Dudley Park, heavy and commercial vehicle access to the zone should be via Churchill Road and Pym Street.

10 At Holden Hill, development that requires regular heavy vehicle access should not occur.

11 At Angle Park, heavy and commercial vehicle access to the zone should be achieved via Grand Junction Road and South Road.

Angle Park

12 Development should occur in accordance with *Concept Plan Map PAdE/8 - Angle Park Light Industry Zone* such that:

(a) it exhibits a high standard of visual amenity to South Road, Angle Road, the western boundary of the zone and the Cowan Street buffer area and incorporates fencing and landscaping

(b) the boundary of any allotment is no closer than 30 metres to Cowan Street

(c) the landscape buffer to Cowan Street is designed and planted to enhance the vista from Days Road/South Road to The Parks Community Centre

(d) vehicular access to any allotment occurs from South Road only

(e) the unrestricted right of way areas are of the following dimensions:

Right-of-Way designation	Dimension
a	23 metres × 10 metres
b	23 metres × 14 metres
c	15 metres × 8 metres
d	15 metres × 9 metres

13 Buildings should have a maximum building height of 10 metres and a maximum horizontal length of 30 metres (15 metres for any office or administration component) to any street frontage between punctuations by windows, canopies, verandas or wall offsets.

14 All loading and unloading of goods, including temporary storage, should occur within and to the rear or side of an allotment. For the allotment adjoining the '**Landscaped Buffer Area**' shown on *Concept Plan Map PAdE/8 - Angle Park Light Industry Zone*, loading and unloading should occur on the northern side of the allotment.

15 Landscaping within each allotment should be provided so that:

(a) a landscaped set-back area at least 3 metres wide is located along boundaries of allotments with any road or reserve

(b) an intensive landscape buffer of at least 2 metres wide is provided at the rear of allotments where it adjoins a zone boundary.

Taperoo (land between Willochra Street and Solvay Road)

16 Development on land located at Taperoo between Willochra Street and Solvay Road should:

(a) be for railway activities and noise attenuation measures

(b) be accessed by commercial or heavy vehicle traffic via Willochra Street and/or Solvay Road with no direct access off Mersey Road.

17 Industrial development, not in association with railway activities, should be set back a minimum of 100 metres from existing residential land.

18 Industrial development in association with railway activities should incorporate suitable noise attenuation measures and be of a high architectural quality in a contemporary or modern style using high quality materials.

Advertisements

19 Advertisements and advertising hoardings should not exceed a maximum height of (a) or (b), whichever is lesser:

(a) equal to the height of the associated building

(b) 6 metres above natural ground level.

Land Division

20 Land division should create allotments that:

(a) are of a size and shape suitable for the intended use

(b) have an area of 1250 square metres or more, unless intended for a specific purpose consistent with the zone provisions and for which a lesser site area requirement can be demonstrated

(c) have a frontage to a public road of 20 metres or more.

PROCEDURAL MATTERS

Complying Development

Complying developments are prescribed in Schedule 4 of the *Development Regulations 2008*.

In addition, the following forms of development are designated as complying subject to the conditions contained in *Table PAdE/2 - Conditions for Complying Development*:

- telecommunications facility.

Non-complying Development

Development (including building work, a change in the use of land, or division of an allotment) for the following is non-complying:

Form of development	Exceptions
Advertisement and/or advertising hoarding where one or more of the following applies: (a) moves, rotates or incorporates flashing light(s) (b) projects above the roof line when roof mounted (c) when attached to a building, has any part projecting above the walls, fascia or parapet (d) displays third party content relating to services, messages or products that are not directly related to the primary activity on the site on which the advertisement is being displayed (e) has a height greater than 12 metres above natural ground level.	Except, in regards to subclause (d), advertisements that display third party content where: (a) integrated with a bus shelter or public telephone booth located on a primary arterial road (b) it is a temporary City of Port Adelaide Enfield advertisement relating to a religious, educational, cultural, social or recreational feature of the City.
Amusement machine centre	
Community centre	
Consulting room	
Dairy	
Demolition of any part of an element described in the extent of listing within *Table PAdE/8 - Local Heritage Places*.	
Demolition of a State Heritage Place described in the extent of listing within *Table PAdE/9 - State Heritage Places* or listed within the *South Australian Heritage Register* established under the *Heritage Places Act 1993*.	
Dwelling	Except where ancillary to and in association with industrial development and located on the same allotment.

Form of development	Exceptions
Educational establishment	Except where located within the **Commercial/Education Policy Area 13**
General industry	
Horticulture	
Hospital	
Hotel	
Intensive animal keeping	
Motel	
Nursing home	
Office	Except where it is: (a) ancillary to and in association with an envisaged development (b) located on the same allotment
Place of worship	
Pre-school	
Residential flat building	
Restaurant	
Shop or group of shops	Except where one of the following applies, the gross leasable area is: (a) 600 square metres or less within the **Commercial/Education Policy Area 13** (b) 250 square metres or less within the remainder of the zone
Special industry	
Stock sales yard	
Stock slaughter works	
Telecommunications facility	Except where located at least 100 metres from: (a) any **Historic Conservation Area** (b) **Port Adelaide State Heritage Area Policy Area 47** (c) any Local Heritage Place described in the extent of listing within *Table PAdE/8 - Local Heritage Places* (d) any State Heritage Place described in the extent of listing within *Table PAdE/9 - State Heritage Places* or listed within the *South Australian Heritage Register* established under the *Heritage Places Act 1993*.
Tourist accommodation	
Waste reception, storage, treatment or disposal other than in the form of a recycling collection depot	
Wrecking yard	

Public Notification

Categories of public notification are prescribed in Schedule 9 of the Development Regulations 2008. Further, the following forms of development (except where the development is non-complying) are designated:

Category 1	Category 2
Advertising hoarding or advertising hoarding with a height of up to 6 metres above natural ground level.	Telecommunications facility located up to 30 metres from a residential zone.
Educational establishment where located within the **Commercial/Education Policy Area 13**.	
Office where located within the **Commercial/Education Policy Area 13**.	
Shop or group of shops with a gross leasable area of 600 square metres or less where located within the **Commercial/Education Policy Area 13**.	
Telecommunications antenna	
Telecommunications facility located greater than 30 metres from a residential zone.	
Training facility where located within the **Commercial/Education Policy Area 13**.	

PHOTOGRAPHS













MEMORANDUM OF LEASE

Form L1

MEMORANDUM OF LEASE

CERTIFICATES OF TITLE BEING LEASED

Portion marked "Area A1" and hatched on the plan annexed hereto being portion of the land in Certificate of Title Volume 5447 Folio 526

ESTATE AND INTEREST	ENCUMBRANCES
Estate in fee simple	Mortgage No. 10298679

LESSOR (Full Name and Address)

IONEX NOMINEES PTY LTD ACN 074 584 553 of care of Tennant Schultz, 191 Fullarton Road, Dulwich SA 5065

LESSEE (Full Name, Address and Mode of Holding)

EASTERN WASTE MANAGEMENT AUTHORITY INCORPORATED ABN 15 972 100 754 of PO Box 261, Mansfield Park SA 5012

26

TERM OF LEASE

(a) Original Term: Ten (10) years commencing on 13 September 2014 and expiring at midnight on 12 September 2024

(b) Renewal(s): Nil

RENT AND MANNER OF PAYMENT (OR OTHER CONSIDERATION)

Rent: ONE HUNDRED AND EIGHTY THOUSAND DOLLARS ($180,000.00) per annum subject to clause 9 and subject to review pursuant to clause 4.10 of this Lease. The annual rent shall be payable by equal consecutive calendar monthly instalments equivalent to one twelfth of the annual rent always in advance the first such instalment to be paid on the Commencement Date (being a proportionate instalment if appropriate) and thereafter on the first day of each and every succeeding month

OPERATIVE CLAUSE [a] delete the inapplicable

The Lessor LEASES TO THE LESSEE the land [a] ABOVE / ~~HEREINAFTER~~ described and the LESSEE ACCEPTS THIS LEASE of the land for the term and at the rent stipulated, subject to the covenants and conditions expressed [a] herein / ~~in Memorandum No.~~ _____ and to the powers and covenants implied by the Real Property Act 1886 (except to the extent that the same are modified or negatived below).

DEFINE THE LAND BEING LEASED INCORPORATING THE REQUIRED EASEMENT(S) ETC

Not Applicable

IT IS COVENANTED BY AND BETWEEN THE LESSOR AND THE LESSEE as follows:
(Covenants, where not deposited, to be set forth on insert sheet(s) and securely attached)

REFERENCE SCHEDULE

ITEM 1 **Premises**	Portion marked "Area A1" and hatched on the plan annexed hereto being portion of the land in Certificate of Title Volume 5447 Folio 526
ITEM 2 **Estate**	Estate in fee simple
ITEM 3 **Encumbrances**	Mortgage No. 10298679
ITEM 4 **Lessor**	**IONEX NOMINEES PTY LTD** ACN 074 584 553 of care of Tennant Schultz, 191 Fullarton Road, Dulwich SA 5065
ITEM 5 **Lessee**	**EASTERN WASTE MANAGEMENT AUTHORITY INCORPORATED** ABN 15 972 100 754 of PO Box 261, Mansfield Park SA 5012
ITEM 6 **Term and Renewals**	(a) Original Term: Ten (10) years commencing on 13 September 2014 and expiring at midnight on 12 September 2024 (b) Renewal(s): Nil
ITEM 7 **Rent and Manner of Payment**	**Rent: ONE HUNDRED AND EIGHTY THOUSAND DOLLARS ($180,000.00)** per annum subject to clause 9 and subject to review pursuant to clause 4.10 of this Lease. The annual rent shall be payable by equal consecutive calendar monthly instalments equivalent to one twelfth of the annual rent always in advance the first such instalment to be paid on the Commencement Date (being a proportionate instalment if appropriate) and thereafter on the first day of each and every succeeding month
ITEM 8 **Consents**	Refer to the consent panel of this Lease
ITEM 9 **Land**	The whole of the land in Certificate of Title Volume 5447 Folio 526
ITEM 10 **Permitted Use**	Workshop, truck wash and offices
ITEM 11 **Rent Review Dates**	(a) Date: 13 September Year(s): 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022 and 2023 (b) Not applicable

1. **INTERPRETATION AND DEFINITIONS**

In this Lease unless the contrary intention appears:

1.1 "**Accounting Period**" means each period of one (1) year commencing on 1 July and expiring at midnight on the next 30 June where the whole or any portion of that year falls within the Term;

1.2 "**Actuary**" means an actuary (or an individual with the professional designation corresponding to an actuary as designated by The Institute of Actuaries of Australia ABN 69 000 423 656 as at the Commencement Date) who shall be appointed to make a determination pursuant to this Lease and:

1.2.1 who shall be appointed by the Lessor and the Lessee or (if they fail to agree on the appointee within seven (7) days of either notifying the other of the requirement for such appointment) at the request of either by the President or (if the President shall be unwilling or unable to act) other executive officer of that Institute or if that Institute has ceased to exist then the chief executive officer or other executive officer of a professional body formed by or for actuaries in the Commonwealth of Australia fulfilling substantially the same functions as that Institute;

1.2.2 who shall have been an accredited member of that Institute or body for at least five (5) years immediately prior to the date of such appointment;

1.2.3 who shall be deemed to act as an expert and not as an arbitrator;

1.2.4 whose determination shall be final and binding as between the Lessor and the Lessee; and

1.2.5 all costs and expenses of and incidental to such determination shall be borne by the Lessor and the Lessee in equal shares;

1.3 "**Building**" means the interior and exterior of the building erected on the Land and all present and future improvements erected on or made to the Land and includes without limitation:

1.3.1 all of the Lessor's fixtures fittings airconditioning fire protection and other plant machinery and equipment; and

1.3.2 all conveniences services amenities and appurtenances

of in or to the Building and includes any part of the Building;

1.4 "**Commencement Date**" means the date of commencement of the Original Term set out in Item 6(a) of the Schedule;

1.5 "**Common Area**" means those portions of the Land designated by the Lessor from time to time for common use by the Lessor and occupants of the Building and their invitees and includes any part of the Common Area;

1.6 "**CPI**" means the Consumer Price Index (All Groups) for Adelaide published from time to time by the Australian Bureau of Statistics or by the Commonwealth of Australia or by any other body authorised by the Commonwealth of Australia to do so;

1.7 "**Current Market Rent**" means the annual rent that can reasonably be obtained for the Premises in the open market by a willing but not anxious lessor but adjusted to reflect the following conditions:

1.7.1 on the basis of a lease of the Premises on the same terms as this Lease (for the whole of the Term and not the residue of the Term);

1.7.2 on the basis that the Premises is unoccupied;

1.7.3 not taking into account any breach of this Lease by the Lessee or the Lessor(but without prejudice to any right or remedy for any such breach);

1.7.4 not taking into account any damage to or destruction of the Premises or the Building nor any consequential cessation or suspension of rent;

1.7.5 not taking into account any disturbance or nuisance to the Lessee's use of the Premises caused or contributed to by the Lessor or any other party;

1.7.6 not taking into account any fine premium cash payment allowance rent free period suspension or abatement of rent or other incentive or assistance effected or given in respect of this Lease or in respect of comparable premises to induce tenants to take a lease of or remain in such comparable premises;

1.7.7 not taking into account any goodwill attaching to the Premises by reason of the Lessee's business conducted at the Premises;

1.7.8 taking into account all costs and expenses of any nature payable by the Lessor in respect of the Premises or the Building or the Land which are not payable by or recoverable from the Lessee under this Lease including without limitation land tax;

1.7.9 taking into account the fact that the annual rent set out in Item 7 of the Schedule is GST exclusive and that under this Lease an additional amount on account of GST is payable;

1.7.10 taking into account any increase in value of the Premises including without limitation any increase in value arising from any permanent improvements erected or installed at the expense of the Lessee or the Lessor or both of them and which the Lessee may not remove from the Premises;

1.7.11 not taking into account any decrease in value of the Premises caused or contributed to by work carried out by or on behalf of the Lessee; and

1.7.12 not taking into account any value attaching to any fixtures fittings improvements or Lessee's property erected or installed by or on behalf of the Lessee which the Lessee may remove from the Premises;

1.8 "**Default Rate**" means:

1.8.1 the rate of interest two percentage points above the Loan Index Rate for commercial loans charged by the Commonwealth Bank of Australia Limited ABN 48 123 123 124 on the date default occurs; or

1.8.2 if there be more than one rate then the highest of such rates; or

1.8.3 if there is no such rate then the rate of interest two percentage points above the National Australia Bank Limited ABN 12 004 044 937 Indicator Base Rate on the date on which default occurs;

1.9 "**GST**" has the same meaning it does in Section 195-1 of the GST Act;

1.10 "**GST Act**" means the A New Tax System (Goods and Services Tax) Act 1999;

1.11 "**Land**" means the Land described in Item 9 of the Schedule and includes any part of the Land and where the context allows the Building;

1.12 "**Lessee**" means the person described in Item 5 of the Schedule (and if more than one then jointly and severally) and where the context allows the heirs executors administrators successors and permitted assigns of such person (and if more than one then jointly and severally);

1.13 "**Lessee's Agents**" means each of the Lessee's agents contractors officers employees subtenants invitees and other persons claiming through or under the Lessee;

1.14 "**Lessee's Proportion**" means the proportion from time to time that the lettable area of the Premises bears to the lettable area of the Land provided that the Lessor may at any time to the extent permitted by law:

1.14.1 allocate to particular lessees or particular sections of the Land any cleaning costs, Rates and Taxes, liability for GST and costs and expenses identifiable in the opinion of the Lessor as incurred in respect of such lessees or sections; and

1.14.2 vary the Lessee's Proportion to exclude any particular lessees or sections of the Land from any Rates and Taxes liability for GST costs and expenses for which other lessees or sections are liable

(but in so doing the Lessor must give the Lessee prior written notice of any such variation and must act reasonably) and for the purpose of this clause "net lettable floor area" shall be calculated in accordance with the Property Council of Australia 1997 Method of Measurement or such other method of measurement as the Lessor reasonably determines;

1.15 "**Lessor**" means the person described in Item 4 of the Schedule (and if more than one then jointly and severally) and where the context allows the heirs executors administrators successors and assigns of such person (and if more than one then jointly and severally);

1.16 "**Network Charge**" means the costs payable from time to time to the operator of the external electricity distribution network to which the Land is connected on account of the use of that network to deliver electricity to the Land;

1.17 "**normal business hours**" means 8.00am to 6.00pm Monday to Friday except public holidays;

1.18 "**notice**" means notice in writing or transmitted by facsimile;

1.19 "**Original Term**" means the original term of this Lease set out in Item 6(a) of the Schedule;

1.20 "**Permitted Use**" means the use described in Item 10 of the Schedule;

1.21 "**Premises**" means that portion of the Building described in Item 1 of the Schedule and includes:

1.21.1 all the Lessor's buildings improvements fixtures fittings plant equipment and chattels installed in or on the Premises;

1.21.2 all the conveniences services amenities and appurtenances of in or to the Premises; and

1.21.3 any alterations additions improvements or modifications made to the Premises from time to time

and includes any part of the Premises;

1.22 "**Recipient**" and "**Supplier**" have the respective meanings ascribed to those terms in the GST Act;

1.23 "**rent**" means the rent reserved by this Lease;

1.24 "**Review Date**" means the respective date set out in Item 11 of the Schedule;

1.25 "**Rules**" means the Rules annexed to this Lease and includes any deletions additions or amendments made to them from time to time;

1.26 "**services**" means all electrical plumbing airconditioning gas telephone facsimile and other like installations including without limitation all pipes drains cables wires and other conduits situated in under or on or serving the Land;

1.27 "**Taxable Supply**" has the same meaning it does in Section 9-5 of the GST Act;

1.28 "**Term**" means the Original Term and any extension or renewal of that term and any period during which the Lessee holds over or remains in occupation of the Premises;

1.29 "**terms of this Lease**" means the terms covenants agreements duties obligations rights powers privileges provisions acknowledgements and conditions set out in this Lease and includes where the context allows the Rules;

1.30 "**Valuer**" means a qualified valuer (being an individual with the professional designation corresponding to valuer as designated by the Australian Property Institute as at the Commencement Date) who shall be appointed to make a valuation or determination pursuant to this Lease and:

1.30.1 who shall be appointed by the Lessor and the Lessee or (if they fail to agree on the appointee within seven (7) days of either the Lessor or the Lessee notifying the other of the requirement of such appointment) at the request of the Lessee or the Lessor by the person for the time being holding or acting in the office of President of the Australian Property Institute (South Australian Division) or if that Institute has ceased to exist then the chief executive officer or other executive officer for the time being of a professional body formed by or for valuers in South Australia and fulfilling substantially the same functions as that Institute;

1.30.2 who has for at least five (5) consecutive years immediately prior to the date of such appointment been an accredited member of that Institute or body;

1.30.3 who has practised as a land valuer as defined in the Land Valuers Act 1994 in the valuation for rental purposes of property similar to the Premises for a period of not less than five (5) consecutive years immediately prior to such appointment;

1.30.4 who shall be deemed to act as an expert and not as an arbitrator;

1.30.5 whose determination shall be final and binding as between the Lessor and the Lessee; and

1.30.6 all costs and expenses of and incidental to such valuation or determination shall be borne by the Lessee and the Lessor in equal shares unless otherwise provided in this Lease;

1.31 a reference to any Act includes all statutes regulations codes by-laws or ordinances and any notice demand order direction requirement or obligation under that Act (and vice versa) and unless otherwise provided in that Act includes all consolidations amendments re-enactments or replacements from time to time of that Act and a reference to "law" includes a reference to any Act and the common law;

1.32 words importing the singular embrace the plural and words importing one gender embrace the other genders and vice versa respectively;

1.33 any reference to a person shall be deemed to include a body corporate and vice versa;

1.34 anything which the Lessee is required to do shall be done at the cost of the Lessee and to the reasonable satisfaction of the Lessor;

1.35 headings are for convenience of reference only and shall not affect the interpretation of this Lease;

1.36 any reference to an "Item of the Schedule" means the relevant Item of the Reference Schedule contained in this Lease and any reference to a clause means the relevant clause of this Lease;

1.37 where the words "Not Applicable" appear opposite any part of any Item of the Schedule then each and every clause in this Lease in which specific reference is made to such part of the relevant Item of the Schedule shall be of no effect; and

1.38 all money (including without limitation rent) payable by the Lessee to the Lessor and costs recoverable from the Lessee by the Lessor shall be paid to the Lessor (or such other person as the Lessor shall notify the Lessee) and at the place or in the manner specified pursuant to clause 2.1 and shall be recoverable as a debt and if no date or time for payment is specified shall be payable immediately on demand.

2. LESSEE'S COVENANTS

The Lessee hereby covenants and agrees with the Lessor throughout the Term:

2.1 Rent

to pay the rent free from exchange deduction set off or counterclaim and abatement to the Lessor as the Lessor requires:

2.1.1 at the Lessor's address set out in Item 4 of the Schedule; or

2.1.2 by direct bank transfer to the credit of a bank account nominated by the Lessor; or

2.1.3 to such other person or at such other place as the Lessor shall notify the Lessee

and at the times and in the manner set out in Item 7 of the Schedule;

2.2 Rates Taxes Utilities and Insurance

2.2.1 to pay all present and future rates charges levies assessments duties impositions and fees of any public municipal or government body authority or department including emergency services levies council rates and water and sewerage rates and charges and land tax on a single holding basis (**"Rates and Taxes"**) in respect of the Premises, and the Lessee's Proportion of Rates and Taxes charged or assessed upon the Land, as and when such Rates and Taxes are due and payable to the relevant taxing rating or charging authority or body or if required by the Lessor then to pay such Rates and Taxes to the Lessor within seven (7) days of demand being made by the Lessor;

2.2.2 to pay as and when due for payment or if required by the Lessor then within seven (7) days of demand being made therefor all costs fees and charges for the provision of:

(a) electricity gas oil and other energy or fuels supplied to or separately metered and consumed in the Premises; and

(b) telephone facsimile and other communication services water waste disposal garbage collection in respect of the Premises and all other utility services supplied to or separately metered or consumed in or on or in respect of the Premises

whether supplied by the Lessor or any public municipal or government body authority or department or any other person;

2.2.3 to pay to the Lessor immediately on demand the Lessee's Proportion of all money expended by the Lessor in insuring and keeping insured all the buildings improvements fixtures fittings plant and equipment comprised in the Premises from time to time against loss or damage by fire lightning storm tempest earthquake flood burglary theft breakdowns fusion and such other risks as the Lessor deems necessary or desirable for their replacement value as determined by the Lessor from time to time in the Lessor's absolute discretion under a Policy or Policies providing for their complete reinstatement and including consequential loss provisions covering removal of debris consequential costs and loss of rent and outgoings for six (6) months;

2.2.4 that all such Rates and Taxes costs and charges shall be adjusted as between the Lessor and the Lessee as at the Commencement Date and the date of expiry of the Term (as the case may be) and the Lessor's proportion shall be deemed to be so much of such Rates and Taxes costs or charges as are referable to any time not included in the Term; and

2.2.5 to the extent permitted by law that if there is no separate meter for recording or measuring in respect of the Premises any of the services or substances referred to in this clause the Lessee shall if so required by the Lessor arrange for the installation of a separate meter at the Lessee's cost;

2.3 **Costs**

2.3.1 to pay one half of the Lessor's reasonable costs of and incidental to the negotiation preparation and engrossment of this Lease and any extension or renewal of this Lease;

2.3.2 to pay all of the Lessor's reasonable costs of any guarantee assignment transfer or surrender of this Lease and any other incidental documents;

2.3.3 to pay:

(a) all lease plan costs;

(b) one half of all fees charged by all mortgagees of the Land for consenting to this Lease or any extension or renewal of this Lease; and

(c) one half of all fees for producing the Certificate or Certificates of Title to the Land for the purpose of registering this Lease or any extension or renewal of this Lease if registration is required and permitted; and

2.3.4 to pay all stamp duty and registration fees in connection with this Lease and any assignment transfer guarantee surrender extension or renewal of this Lease and all the mortgagee consent and production fees in respect of any assignment transfer or surrender of this Lease;

2.4 **Assignment and Subletting**

2.4.1 not to transfer or assign this Lease without the consent of the Lessor which consent shall not be unreasonably withheld or refused provided that the Lessor may withhold its consent in its absolute discretion to any proposed transfer or assignment if the Retail and Commercial Leases Act 1995 would apply to this Lease after such transfer or assignment.

2.4.2 where the Lessee is a company (other than a company the voting shares of which are listed on a recognised Stock Exchange in Australia) there shall be deemed a transfer or assignment of this Lease requiring the consent of the Lessor if:

(a) the issue of any share or the transfer (except by inheritance) of the legal or beneficial ownership of any issued share of the Lessee or the ultimate holding company of the Lessee alters the effective control of the Lessee; or

(b) any change to the constitution of the Lessee varies the rights attaching to any of the issued shares of the Lessee;

2.4.3 not to sublease or part with possession of the Premises or any part thereof or mortgage, charge or encumber the Lessee's interest under the Lease without the consent in writing of the Lessor which consent may be withheld by the Lessor in its absolute discretion;

2.4.4 in respect of all cases of transfer assignment subletting or parting with possession by the Lessee the Lessee:

(a) shall not be released from its liabilities and obligations under this Lease for the balance of the Term; and

(b) acknowledges that such transfer assignment subletting or parting with possession will not operate in any way to restrict mitigate or release the responsibility and obligations of any guarantor from its guarantee of the Lessee's obligations;

2.4.5 if the Lessee requests that the Lessor consent to any transfer assignment sublease licence concession mortgage charge encumbrance or parting with possession the Lessee shall immediately on receipt of a request to do so from the Lessor:

(a) pay all arrears of rent and other money outstanding under this Lease and remedy all outstanding breaches and defaults;

(b) pay such money as is reasonably estimated by the Lessor's consultants to be required for the Lessee to comply with any breach of the terms of this Lease including without limitation those relating to the state of repair and cleanliness and painting of the Premises including the reasonable costs of such consultants in inspecting the Premises;

(c) submit a true copy of all agreements to be entered into in respect of any proposed dealing with this Lease or the Premises and evidence satisfactory to the Lessor that the proposed assignee or subtenant is respectable responsible solvent and suitable and information reasonably required by the Lessor about the financial standing and business experience of the proposed assignee or subtenant;

(d) if the proposed assignee or subtenant is a trustee of a Trust submit a copy of the instrument under which such Trust was constituted and the full names addresses and occupations of the beneficiaries of such Trust; and

(e) pay to the Lessor or its solicitors the reasonable costs of and incidental to enquiries concerning the proposed dealing or the persons concerned in such dealing and of the perusal preparation and stamping of the documents reasonably deemed necessary by the Lessor

and if such consent is given the Lessee will ensure that prior to the date of any transfer or assignment the proposed assignee:

(f) enters into a direct covenant with the Lessor to observe the terms of this Lease; and

(g) furnishes such guarantees of the performance of such person's obligations under this Lease as the Lessor may reasonably require; and

2.4.6 if the Lessee grants a mortgage of this Lease the rights of the Lessor under this Lease shall be in priority to the rights of the mortgagee of this Lease and the provisions of Section 139 of the Real Property Act 1886 shall not apply to such mortgagee in respect of its estate or interest in this Lease;

2.5 **Permitted Use**

2.5.1 not to use or permit the use of the Premises other than for the Permitted Use and not to:

(a) do or permit to be done anything which may be or become unlawful immoral or an annoyance nuisance or damage to the Lessor or any other person in or in the vicinity of the Land; or

(b) sleep or allow anyone to sleep on the Premises; or

(c) hold or allow anyone to hold any auction sale on the Land;

2.5.2 to promptly obtain keep current and comply with all consents approvals and licences from all relevant authorities or other persons necessary or incidental to the use of the Premises for the Permitted Use and the provisions of this Lease; and

2.5.3 to provide the Lessor with copies of all approvals consents and licences immediately after being obtained by the Lessee;

2.6 **Maintenance and Repair**

2.6.1 to maintain repair replace clean and keep the Premises including without limitation the interior and exterior of all its buildings and improvements and all the Lessor's partitions

fixtures fittings plant and equipment in good and substantial repair order and condition and where appropriate in good working order (including without limitation entering into and keeping current any servicing or maintenance contracts reasonably required by the Lessor) provided that the Lessee shall be under no obligation to make good damage by:

(a) fair wear and tear (subject to clause 2.6.2 and except to light globes and fluorescent tubes); or

(b) fire flood lightning storm tempest inevitable accident act of God or war damage (except where insurance moneys are irrecoverable in consequence of any act omission or default of the Lessee or any of the Lessee's Agents in which event the Lessee shall rectify the damage promptly at its expense);

2.6.2 notwithstanding clause 2.6.1:

(a) to maintain the floor coverings in the Premises (whether installed by the Lessor or the Lessee) in good condition at all times and where the Lessee or any of the Lessee's Agents cause damage or excessive wear to the floor coverings to replace the floor coverings to the reasonable satisfaction of the Lessor with new floor coverings of a quality and standard equivalent to or better than that of the floor coverings in the Premises at the Commencement Date or date of installation of the damaged or worn floor coverings (whichever is the later); and

(b) on demand from the Lessor to ensure that suitable removable plastic floor mats are placed under all chairs fitted with castors and used at all times that such chairs are used in the Premises;

2.6.3 to keep and maintain at all times all lawns shrubs plants and gardens adjacent to or comprised in the Premises neat tidy well trimmed and pruned and to water and nurture them on such occasions as they require to subsist and flourish;

2.6.4 to immediately repair or replace (or pay to the Lessor its cost of doing so) all damaged or broken glass in or about the Premises including external windows with glass of the same or similar quality and all damaged or broken light globes and fluorescent tubes;

2.6.5 not without the Lessor's consent to nor permit the Lessee's Agents to:

(a) cut injure damage deface or obstruct any convenience appliance plant or equipment in the Premises; or

(b) mark drill or deface the walls ceilings columns floor or other parts of the Premises; or

(c) use the lavatories toilets sinks drains and other plumbing facilities in the Premises for any purpose other than that for which they were constructed or provided and not to deposit or permit to be deposited any rubbish or other material in such facilities;

2.6.6 to make good any breakage defect or damage to the Building caused or contributed to by the Lessee or any of the Lessee's Agents; and

2.6.7 if the Lessee requires the Lessor to carry out any works which are the responsibility of the Lessee under this clause 2.6 then:

(a) the Lessor may (without any obligation to do so and without any liability to the Lessee in respect of such works) execute such works as if it were the Lessee; and

(b) the Lessee shall pay to the Lessor all the Lessor's reasonable costs and expenses in executing such works;

2.7 **Cleaning**

2.7.1 to cause the Premises to be cleaned regularly in a proper and workmanlike manner and kept clean and free from dirt and rubbish by persons approved by the Lessor which approval shall not be unreasonably withheld provided that if the Lessor provides a service for the routine cleaning of the Building then if so required by the Lessor the Lessee shall:

(a) use such service for the cleaning of the Premises; and

(b) permit the Lessor's cleaning contractors to have access to the Premises at all reasonable times for the purpose of such cleaning;

2.7.2 to keep and maintain clean and in good order repair and condition all of the fixtures fittings plant equipment and chattels of the Lessee to the extent necessary to prevent any hazard or deterioration in the condition of the Premises;

2.7.3 to store and keep all waste materials and garbage in proper receptacles for it and to ensure that all organic waste is placed in appropriate bags and sealed prior to placement in such waste receptacles and to arrange for the regular removal of it from the Premises and at all times to refrain from throwing depositing or leaving in the Common Area any rubbish waste or garbage (except with the Lessor's consent); and

2.7.4 to keep the Premises free from vermin and insects and to comply with the Lessor's reasonable requests relating to pest control;

2.8 **Painting**

2.8.1 within the three (3) month period prior to the expiration of the Term or the surrender of this Lease or within seven (7) days of any sooner determination of this Lease in a proper and workmanlike manner and in colours and in accordance with specifications approved by the Lessor to paint or cause to be painted all such parts of the interior and exterior of the Premises as are usually painted; and

2.8.2 that if the Lessee fails to comply with such obligation then the Lessor may on giving fourteen (14) days' notice to the Lessee of the Lessor's intention undertake such painting through the services of its contractors or nominees and any money incurred by the Lessor in the exercise of such election shall be paid to the Lessor by the Lessee;

2.9 **Statutory Requirements**

to promptly and efficiently satisfy comply with and observe all present and future laws and the requirements directions and orders of any governmental semi-governmental civic health safety environmental licensing or other authority with competent jurisdiction relating to or affecting the use or condition of the Premises or the occupancy by the Lessee of the Premises whether such compliance or obligations are imposed on the owner or occupier of the Premises;

2.10 **Fire Precautions**

2.10.1 to:

(a) take such precautions against fire on and in respect of the Premises as are or may from time to time be required under or pursuant to any present and future laws or by any authority (whether governmental municipal civic or otherwise) having jurisdiction in relation to the Premises; and

(b) do and execute or abstain from doing or executing all such other acts matters and things in relation to fire safety or fire prevention as are or may be directed or required (whether of the owner or occupier of the Premises) by any body having jurisdiction in relation to the Premises;

2.10.2 to comply with sprinkler and fire alarm laws in respect of the sprinkler and fire alarm systems installed in or about the Premises and to pay to the Lessor the cost of any alterations or additions to the sprinkler or fire alarm systems which the Lessor may be required to make by reason of the non compliance by the Lessee with such laws; and

2.10.3 to perform and observe and to ensure that the Lessee's Agents perform and observe all necessary and proper fire drills and emergency evacuation procedures;

2.11 **Airconditioning**

2.11.1 where any plant machinery or equipment for heating cooling or circulating air or any related services or controls of appliances are provided or installed in the Premises or in the Building for the benefit of the Premises ("**airconditioning plant**") to pay:

(a) all costs and expenses (other than those costs and expenses included in the Outgoings) of and incidental to the operation regular cleaning of all filters maintenance replacement and repair of the airconditioning plant including without limitation all costs and expenses of any service or maintenance agreement effected by or on behalf of the Lessor; and

(b) all costs and expenses (charged at an hourly rate determined by an independent contractor engaged by the Lessor) associated with the airconditioning plant which operates outside normal business hours;

2.11.2 to the extent of the Lessee's control over the airconditioning plant at all times to use and regulate the airconditioning plant to ensure that it is used at its optimum level provided that the Lessee:

(a) will at all times comply with and observe the reasonable requirements of the Lessor with regard to the airconditioning plant; and

(b) will not at any time or in any way interfere with or permit the Lessee's Agents to interfere with the airconditioning plant or do or permit to be done anything in relation to its use or the ventilation of the Premises so as to impair the efficient operation of the airconditioning plant;

2.11.3 that to the extent permitted by law the Lessor shall be under no liability to the Lessee arising from the Lessor's inability or failure to operate service maintain repair or replace the airconditioning plant at any time for any reason and to the extent of the Lessor's control the use and operation of the airconditioning plant shall at all times be at the discretion of the Lessor but the Lessor shall use reasonable endeavours to keep the Lessor's airconditioning plant in operation at all times during normal business hours;

2.11.4 without limiting clause 2.11.3 if:

(a) in the Lessor's opinion the airconditioning plant is not functioning correctly the Lessor:

(i) may without incurring any liability to the Lessee shut off supplies of conditioned air to the Premises until the airconditioning plant has been inspected by a specialist contractor and the fault (if any) rectified; and

(ii) shall be under no liability to the Lessee for any inconvenience damage or loss which the Lessee may suffer by shutting off the airconditioning plant or by its faulty operation or temporary breakdown; and

(b) at any time the supply of conditioned air is reduced by any temporary fault or breakdown in the airconditioning plant or by reason of any power failure the Lessor may without incurring any liability to the Lessee divert the supply of conditioned air which is available during such period of reduced supply to such part or parts of the Building as the Lessor may in its absolute discretion think fit

provided that the Lessor will be liable to the extent caused or contributed to by the wilful or the negligent act or omission of the Lessor or any of its servants agents contractors lessees other than the Lessee;

2.11.5 to permit the Lessor and its contractors and nominees at all reasonable times on giving the Lessee reasonable prior notice (except in the case of an emergency when no notice shall be required) to enter on to the Premises to view the state of repair of the airconditioning plant and there remain for the purpose of carrying out any necessary or desirable maintenance servicing or repair to or replacement of the airconditioning plant; and

2.11.6 the Lessee acknowledges that the Lessor does not warrant that the airconditioning provided by the Lessor (if any) is suitable for the business to be conducted in the Premises by the Lessee;

2.12 **Notice of Defects**

to give to the Lessor prompt notice of any circumstance including without limitation any accident to or defect or want of repair in any service to or fittings in the Premises which the Lessee should reasonably be aware might cause any danger risk or hazard to the Premises or any person in the Premises;

2.13 **Signs and Other Devices**

2.13.1 not without the consent of the Lessor (which consent shall not be unreasonably withheld or delayed) and all appropriate regulatory authorities to erect paint place display affix or exhibit outside the Premises or on glass windows or doors of the Premises or inside the Premises but visible from outside of the Premises any sign advertisement name or notice;

2.13.2 not without the consent of the Lessor to erect or place inside or outside the Premises any radio or television or any loudspeakers film screens media equipment or similar devices or equipment which may be heard or seen from outside the Premises; and

2.13.3 to maintain such signage and equipment in good and substantial repair and on vacating the Premises or otherwise at the request of the Lessor to immediately remove any signs advertisements names notices or other equipment erected displayed painted placed affixed or exhibited on in to or outside the Premises by or on behalf of the Lessee and to make good any damage or disfigurement caused by reason of such erection painting displaying affixing placing exhibiting or removal;

2.14 **Alterations and Additions**

not without the consent of the Lessor (which consent shall not be unreasonably withheld or delayed) to make any alteration or addition in or to the Premises nor without the consent of the Lessor which consent shall not be unreasonably withheld to install or alter any partitioning fixed equipment or other fixed installation in or about the Premises provided that where such consent is given:

2.14.1 the materials and design shall first be reasonably approved by the Lessor or its consultants;

2.14.2 such work equipment or installation shall be installed or altered in accordance with the approval so given (if any);

2.14.3 all reasonable fees payable to the Lessor's consultants in connection with such approval and inspection shall be paid by the Lessee to the Lessor;

2.14.4 the Lessee shall obtain and keep current and ensure that its contractors obtain and keep current such insurance of the Premises and the works and of the Lessee and its contractors and workers as the Lessor reasonably requires;

2.14.5 such partitioning equipment and installations (except where they are Lessor's fixtures or fittings) shall remain the property of the Lessee and the Lessee shall maintain and repair such partitioning equipment and installations in good order and where appropriate in working condition and pay all associated running costs; and

2.14.6 in carrying out such alterations additions and installations the Lessee shall use its best endeavours to minimise disturbance and inconvenience to any other occupants of the Building;

2.15 **Electrical and Plumbing Installations**

subject to the Electricity (General) Regulations 1997 and any other applicable electricity laws not without the consent of the Lessor (which consent shall not be unreasonably withheld or delayed) to install any water gas or electrical fixtures plant equipment or appliances or any apparatus for illuminating airconditioning heating cooling or ventilating the Premises other than kitchen appliances for the preparation of food or beverages and appliances and equipment reasonably necessary for the execution of normal practices of the Permitted Use;

2.16 **Heavy and Noisy Equipment**

2.16.1 not without the consent of the Lessor to bring on to or install in the Premises any machinery plant or equipment of such nature weight or size as to cause or potentially cause any structural or other damage to the Building or which may in the opinion of the Lessor cause unreasonable noise or vibrations; and

2.16.2 before bringing any such machinery plant and equipment on to the Premises the Lessee shall inform the Lessor of the Lessee's intention to do so and the Lessor may direct the routing installations and location of all such machinery plant and equipment and the Lessee shall observe and comply with all such directions;

2.17 **Dangerous Substances**

not without the consent of the Lessor to bring or allow to be brought onto the Premises any dangerous noxious odorous toxic volatile explosive or inflammable substance compound or pollutant whether in solid liquid gaseous or other form other than such substances normally used in the conduct of the Permitted Use provided that such substances or compounds are handled and stored in compliance with all applicable laws;

2.18 **Lessor's Access and Alterations**

2.18.1 to permit the Lessor and any person authorised by the Lessor at all reasonable times on giving to the Lessee reasonable prior notice to enter the Premises and view the state of its repair and if the Lessor considers that repairs are required:

(a) the Lessor may then serve on the Lessee a notice of any defect the repair of which is within the Lessee's obligations under this Lease requiring the Lessee within a reasonable time to repair the defect;

(b) in default of the Lessee repairing such defect the Lessor to execute the required repairs as if it were the Lessee and for that purpose the Lessor and any person authorised by the Lessor may enter onto the Premises and remain there for the purpose of doing erecting or effecting any such required repairs; and

(c) all costs and expenses of and incidental to carrying out such repairs shall be payable by the Lessee to the Lessor;

2.18.2 to permit the Lessor and any person authorised by the Lessor:

(a) to carry out inspections of or alterations or additions to or other works on or about the Land (including without limitation where the Lessor has given reasonable prior notice to the Lessee the Premises); and

(b) where the Lessor has given reasonable prior notice to the Lessee to enter the Premises for the purpose of carrying out such works

causing as little disturbance as is practicable to the Lessee in undertaking such works provided that the Lessor may not commence to carry out any alteration or refurbishment to the Land (other than routine maintenance or repairs) that is likely to adversely affect the business of the Lessee unless:

(c) the Lessor has notified the Lessee in writing of the proposed alteration or refurbishment at least one (1) month before it is commenced; or

(d) the alteration or refurbishment is necessitated by an emergency and the Lessor has given the Lessee the maximum period of notice that is reasonably practicable in the circumstances;

2.18.3 subject to clause 2.18.2 in an emergency the Lessor may without notice enter the Premises to carry out any works deemed necessary by the Lessor; and

2.18.4 to the extent permitted by law the Lessee shall not make any claim or commence or maintain any suit or action against the Lessor for breach of the covenant contained in clause 3.1 or otherwise in consequence of such entry or in execution of any of the works contemplated by this clause;

2.19 **Security**

2.19.1 to use the Lessee's best endeavours to protect and keep safe the Premises and any property contained in it from theft or vandalism and to keep all doors windows and other openings closed and locked when the Premises are not in use;

2.19.2 not without the consent of the Lessor (which consent shall not be unreasonably withheld) to install any security equipment or system in or to the Premises nor to alter or modify any existing security equipment or system; and

2.19.3 all such equipment systems and installations (except the Lessor's fixtures and fittings) shall remain the property of the Lessee who shall be responsible for all costs associated with the purchase installation alteration or modification of any new (and if applicable existing) equipment system or installations and all maintenance and monitoring of it;

2.20 **Glass Insurance**

2.20.1 to immediately insure and keep insured against breakage and damage under a policy which notes the interest of the Lessor all the plate and other glass in the Premises for its replacement value;

2.20.2 immediately on execution of this Lease by the Lessee and on demand at any other time to deliver the policy and certificate of currency of such insurance to the Lessor; and

2.20.3 to expend all money received under such insurance in reinstating the broken or damaged glass and where such insurance money received is insufficient to make good the deficiency out of the Lessee's own money;

2.21 **Public Liability Insurance**

2.21.1 to immediately effect and keep current in respect of the Premises a public liability insurance policy for an amount of not less than Twenty Million Dollars ($20,000,000.00) per occurrence (or such other amount as the Lessor may reasonably require and notify the Lessee in writing) which policy notes the Lessor as an additional named insured for the respective rights and interests of the Lessor and the Lessee;

2.21.2 immediately on execution of this Lease by the Lessee and on demand at any other time to deliver the policy and certificate of currency of such insurance to the Lessor; and

2.21.3 the Lessee warrants that it is at the date of entering into this Lease a member of the Local Government Association Mutual Liability Scheme and for so long as the Lessee remains a member of the Local Government Association Mutual Liability Scheme its obligations pursuant to this clause 2.21.3 shall be deemed to have been met;

2.22 **To Insure Lessee's Fixtures Fittings and Stock**

2.22.1 to immediately effect and keep current a policy insuring the Lessee's fixtures stock fittings plant and equipment to their full insurable value against loss or damage by fire burglary theft lightning explosion tempest earthquake riot impact of vehicles earthquake damage by aircraft or articles dropped therefrom water damage flood consequential loss and such other insurable risks as the Lessor may reasonably require from time to time; and

2.22.2 immediately on execution of this Lease by the Lessee and on demand at any other time to deliver the certificate of currency of such insurance to the Lessor;

2.23 **Additional Premium and Excess**

2.23.1 to pay any additional premium levied on account of the Lessee's use or occupation of the Premises in respect of any policy of insurance effected in respect of the Building or its contents or any policy of public liability insurance effected by the Lessor; and

2.23.2 to pay all excess amounts paid or payable by the Lessor under or in respect of any of such policies of insurance relating to any accident incident or claim caused or contributed to by the Lessee or any of the Lessee's Agents;

2.24 **Not to Vitiate Insurance**

not at any time to cause or permit anything in or on the Building whereby any insurance in respect of the Building may be vitiated or rendered void or voidable or whereby the rate of premium on any insurance shall be liable to be increased;

2.25 **Indemnities**

to indemnify the Lessor and its officers employees agents contractors and lessees (other than the Lessee) against and in respect of all and any actions claims demands losses damages costs and expenses which the Lessor or any of its officers employees agents contractors and lessees (other than the Lessee) may incur in respect of or arising from:

2.25.1 overflow or leakage of water (including rain water) in or from the Premises but originating within the Premises or caused or contributed to by any act or omission of the Lessee or any of the Lessee's Agents;

2.25.2 the death of or injury to any person or loss of or damage to the property of any person arising from or out of any occurrence in on or about any part of the Land or the use of the Premises or the Building or the Land by the Lessee or any of the Lessee's Agents (notwithstanding that such use may be within the scope of the Permitted Use); and

2.25.3 the exercise or attempted exercise of any of the rights authorities powers or remedies which are exercisable by the Lessor under this Lease

except to the extent that the action claim demand loss damage cost and expense arises or results from the wilful or negligent act or omission of the person seeking such indemnity;

2.26 **Release of Lessor**

to occupy use and keep the Premises at the risk of the Lessee and the Lessee agrees that the Lessor and its officers employees agents and contractors will have no responsibility or liability and are fully released from all responsibility or liability and the Lessee shall not make any claim or commence or maintain any suit or action against the Lessor or any of its officers employees agents or contractors for breach of the covenant set out in clause 3.1 in respect of:

2.26.1 loss of or damage to the Lessee's stock fixtures or fittings or other property;

2.26.2 claims demands and damages resulting from or contributed to by any accident damage or injury occurring in on or about the Land unless deriving from any structural defect in the Land (not caused or contributed to by the Lessee or any of the Lessee's Agents); and

2.26.3 loss or damage including without limitation direct indirect consequential and economic loss suffered as a result of or contributed to by:

(a) flooding of the Premises or flooding of any portion of the Building affecting the ability of the Lessee to use the Premises; or

(b) blockage of any sewers waste drains gutters or down pipes; or

(c) any malfunction failure to function or interruption of or to the water gas electricity telephone facsimile airconditioning fire prevention fire safety lifts and other systems and other services situated in or serving the Premises

except to the extent caused or contributed to by the negligence of the Lessor or any of its officers employees agents or contractors;

2.27 **Rules**

except to the extent of any inconsistency with the other terms of this Lease to observe and perform and ensure that the Lessee's Agents observe and perform the Rules and the Lessee acknowledges and agrees that failure by the Lessee or any of the Lessee's Agents to observe and perform the Rules shall constitute a breach of the terms of this Lease;

2.28 **Reservation of Use of Conduits**

to allow the Lessor and other occupiers of the Land the free and uninterrupted passage of gas water and electricity through and along the services situated under in or on the Premises;

2.29 **Reletting**

to permit the Lessor:

2.29.1 not more than three (3) months prior to the expiration of the Term to place "To Let" notices; and

2.29.2 at any time to place "For Sale" notices

in conspicuous places outside or inside the Premises and to enter the Premises at all reasonable times for the purpose of placing such notices or showing prospective tenants or purchasers over the Premises;

2.30 **Lessee's Consent**

that where pursuant to any statutory requirement the consent of the Lessee is required to any process step or dealing by the Lessor with its interest in the Land then the Lessee shall give its written consent to such proposed process step or dealing within seven (7) days of receipt of a written request from the Lessor to do so provided that such proposed process step or dealing does not materially detrimentally affect the Lessee's use of or access to the Premises;

2.31 **Agreement to Lease**

that if this Lease is entered into pursuant to an agreement to lease the Lessee shall observe and perform all the terms and conditions to be observed or performed by the Lessee under such agreement which remain outstanding as at the Commencement Date;

2.32 **Superior or Concurrent Interest**

2.32.1 to permit any person having any interest in the Land superior or concurrent with the Lessor to exercise the Lessor's powers under this Lease and their lawful rights in relation to the Premises; and

2.32.2 if any person other than the Lessor becomes entitled to receive money payable under this Lease either by operation of law or otherwise to enter into an agreement with that person at the Lessor's expense in the form and containing provisions reasonably required by the Lessor; and

2.33 **No Absolute Caveat**

not to lodge or cause or permit to be lodged any absolute caveat on the Certificate of Title for the Land and to indemnify the Lessor against and in respect of all and any actions claims demands losses damages costs and expenses which the Lessor may incur in respect of the lodgement removal or withdrawal of any such caveat.

3. LESSOR'S COVENANTS

The Lessor hereby covenants and agrees with the Lessee throughout the Term that:

3.1 **Quiet Possession**

the Lessee paying the rent and duly and punctually observing and performing the terms of this Lease shall and may peaceably possess and enjoy the Premises for the Term without any interruption or disturbance from the Lessor;

3.2 **Rates and Taxes**

the Lessor shall pay all rates taxes and other outgoings imposed on or payable in respect of the Land (excluding amounts to be paid by the Lessee under clause 2); and

3.3 **Ancillary Rights**

the Lessee and the Lessee's Agents in common with the Lessor and other occupants of the Building and all other persons authorised from time to time by the Lessor (subject to the reasonable directions of the Lessor and any Rules) shall be entitled to exercise and enjoy the following ancillary rights:

3.3.1 of reasonable access ingress and egress to and from the Premises on foot only over across and along those portions of the Common Area designated by the Lessor for use as public foyers entrances exits staircases lifts yards passages courts and corridors;

3.3.2 with or without vehicles to pass and repass over along and across those portions of the Common Area designated by the Lessor as thoroughfares and roads for the purpose of reasonable access ingress and egress to those portions of the Common Area designated by the Lessor for car parking;

3.3.3 to park vehicles on those portions of the Common Area designated by the Lessor for parking but only in the spaces designated by the Lessor provided that the Lessor may prohibit the Lessee and the Lessee's Agents from parking any vehicle in any part of the Common Area at any time;

3.3.4 with or without vehicles but only for the purpose of the business of the Lessee and at such times that the Lessor may from time to time designate to pass and re-pass over along and across those portions of the Common Area designated by the Lessor as "service areas" and to remain on such portions of the Common Area for the purpose of loading and unloading to and from the Premises; and

3.3.5 to use the toilet facilities (if any) provided by the Lessor.

4. MUTUAL COVENANTS

The Lessor and the Lessee hereby covenant and agree throughout the Term that:

4.1 **Default**

4.1.1 **Essential Terms**

(a) clauses 2.1 2.2 2.4 2.5 2.6 2.9 2.10 2.14 9 10.3 and 10.4 are essential terms of this Lease and that the Lessor may at its option treat any breach or default by the

Lessee in the observance or performance by the Lessee of its duties and obligations under such clauses as a repudiation by the Lessee of this Lease; and

(b) the Lessor's acceptance of arrears or of any late payment of rent will not constitute a waiver of the essential and fundamental nature of the Lessee's obligation to pay rent in respect of those arrears the late payments or the Lessee's continuing obligation to pay rent during the Term;

4.1.2 **Termination and Re-entry**

if:

(a) the rent or any part of it is unpaid for a period of seven (7) days after any of the days on which it ought to have been paid (provided that formal or legal demand shall have been made for payment giving the Lessee seven (7) days' notice to comply with such demand); or

(b) the Lessee commits or permits to occur any breach or default in the due and punctual observance and performance of any of the terms of this Lease; or

(c) where the Lessee is a body corporate, company or an incorporated association:

(i) an order is made or resolution is effectively passed for the winding up of the Lessee (except for the purpose of reconstruction or amalgamation with the consent of the Lessor); or

(ii) a Receiver or Receiver and Manager or Administrator or Controller or any of them is appointed to the Lessee or any property of the Lessee is affected by or action is taken towards such appointment; or

(iii) the Lessee goes into liquidation or provisional liquidation or makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or stops payment or is unable to pay its debts within the meaning of the Corporations Act 2001; or

(d) where the Lessee is a natural person the Lessee is convicted of an indictable offence (other than a traffic offence); or

(e) execution is levied against the Lessee and not discharged within fourteen (14) days; or

(f) the Premises is left unoccupied for one (1) month or more without the Lessor's consent; or

(g) any property in or on the Premises is seized or taken in execution under any judgment or other proceedings; or

(h) any event described in paragraphs (c) to (e) of this clause (all inclusive) occurs in respect of any guarantor of the Lessee's obligations under this Lease

then the Lessor shall have the right to terminate this Lease and re-enter and repossess the Premises without prejudice to any other right or remedy of either party for any antecedent breach or default of any term of this Lease;

4.1.3 **Damages**

if this Lease is terminated by the Lessor the Lessor shall be entitled to recover all costs expenses losses and damages in respect of the loss of benefits which observance or performance of this Lease would have conferred on the Lessor had this Lease and the Lessee's obligations under it enured for the unexpired balance of the Term following such termination;

4.1.4 **Repudiation**

if the Lessee's conduct (whether by act or omission) constitutes a repudiation of this Lease (or of the Lessee's obligations under this Lease) or constitutes a breach of any of the terms of this Lease the Lessee shall compensate the Lessor for the loss or damage suffered as a result of such repudiation or breach and the Lessor's entitlement to recover damages will not be prejudiced or limited by:

(a) the Lessee abandoning or vacating the Premises; or

(b) the Lessor electing to re-enter the Premises or to terminate this Lease; or

(c) the Lessor accepting the Lessee's repudiation; or

(d) the conduct of the Lessor and the Lessee constituting a surrender by operation of law; and

4.1.5 **Mitigation**

if the Lessor terminates this Lease the Lessor must take reasonable steps to mitigate its loss but the Lessor's conduct taken in pursuance of the duty to mitigate loss will not by itself constitute acceptance of the Lessee's breach or repudiation or a surrender by operation of law;

4.2 **Landlord and Tenant Act**

in the case of a breach or default of any term of this Lease where notice to the Lessee is required to be given pursuant to Section 10 of the Landlord and Tenant Act 1936 such notice shall provide that fourteen (14) days is the period within which the Lessee is to remedy any such breach or default if it is capable of remedy or to make reasonable compensation in money to the satisfaction of the Lessor and no period of notice shall be required in respect of non payment of rent;

4.3 **Abandoned Goods**

any goods or other property left on the Premises by the Lessee at the expiration of the Term or the surrender of this Lease or on any sooner determination of this Lease may be dealt with by the Lessor at its discretion and at the cost of the Lessee and the Lessor shall not be liable to the Lessee or to any person claiming through the Lessee for any loss or damage occasioned by such dealing;

4.4 **Default Interest**

without prejudice to any other right or remedy of the Lessor the Lessee shall pay to the Lessor interest at the Default Rate on any money payable but unpaid seven (7) days after the money becomes payable by the Lessee to the Lessor under this Lease such interest to be computed from the date on which the money becomes payable until payment is made in full;

4.5 **Power of Attorney**

if the Lessor becomes entitled to terminate this Lease and re-enter and repossess the Premises (of which a statutory declaration of an officer of the Lessor shall be conclusive evidence for the purpose of the Registrar-General) then the Lessee by this Lease irrevocably appoints the Lessor as the attorney of the Lessee:

4.5.1 to give full effect to such termination re-entry and repossession;

4.5.2 to execute a surrender of this Lease;

4.5.3 to procure the registration of such surrender and to record this Power of Attorney (and the Lessee shall immediately on demand from the attorney produce to the attorney the Lessee's registered copy of this Lease to enable the registration of such surrender); and

4.5.4 to procure anything to be done which may be requisite or proper for giving full effect to such surrender and the Power of Attorney according to the Real Property Act 1886 or any law (including without limitation if necessary to execute and lodge an application to the Registrar-General to dispense with the production of the Lessee's registered copy of this Lease);

4.6 **Costs and Remedies on Default**

4.6.1 if the Lessee breaches or fails to perform any term of this Lease and such breach or failure to perform continues for seven (7) days after the Lessor has given the Lessee notice requiring the Lessee to remedy the breach or perform the term (except in an emergency when no notice is required) then:

(a) the Lessor may remedy the breach or perform the term without prejudice to any other right or remedy; and

(b) the Lessee shall pay to the Lessor all resulting costs incurred by the Lessor; and

4.6.2 all reasonable costs incurred by the Lessor in respect of:

(a) the recovery of rent and other money payable by the Lessee to the Lessor under this Lease; and

(b) the Lessor remedying or attempting to remedy any Lessee's breach of or failure to perform any term of this Lease

shall be deemed to be additional rent falling due and payable on the date on which the Lessor incurs such costs;

4.7 **Destruction or Damage**

4.7.1 if:

(a) the Premises or the Building is wholly or substantially damaged or destroyed then the Lessor may at its option terminate this Lease by giving the Lessee seven (7) days' prior notice to that effect; or

(b) the Premises or the Building is damaged or destroyed so as to render the Premises wholly or partially inaccessible or unfit for use by the Lessee and the Lessor gives the Lessee notice that the Lessor considers that the damage is such as to make its repair impracticable or undesirable then either the Lessor or the Lessee may terminate this Lease by giving the other not less than seven (7) days' prior notice to that effect; or

(c) this Lease is not terminated pursuant to clauses 4.7.1(a) or (b) but the Lessor fails to repair the damage within a reasonable time after the Lessee has given the Lessor notice to do so (provided that the Lessor shall not be obliged to repair the damage) then the Lessee may terminate this Lease by giving the Lessor seven (7) days' prior notice to that effect

and this Lease shall terminate seven (7) days after the giving of any such notice of termination (or such longer period as the parties may agree) and neither party shall have any claim for or right to recover any compensation by reason of such termination but without prejudice to the rights of either party for any antecedent breach or default or any claim by the Lessor from the Lessee for compensation in respect of the damage or destruction;

4.7.2 if the Premises is rendered wholly or partially inaccessible or unfit for use as a result of damage or destruction then a just proportion (if any) of the rent Rates and Taxes Outgoings and other charges payable by the Lessee under this Lease having regard to the nature and extent that the Premises has been rendered inaccessible or unfit for use shall cease and be suspended until the Premises are useable and accessible provided that if such proportion cannot be agreed between the Lessor and the Lessee such proportion shall be determined by a Valuer; and

4.7.3 notwithstanding clauses 4.7.1 and 4.7.2 if the damage or destruction to the Premises results from the wrongful act or negligence of the Lessee or any of the Lessee's Agents no proportion of the rent shall cease and suspend unless the Lessor is entitled to fully recover all such loss of rent under an insurance policy to which the Lessee contributes to the premium;

4.8 **Holding Over**

4.8.1 if the Lessee holds over after the expiration or sooner determination of the Original Term or any extension or renewal of this Lease as the case may be ("**Holding Over Commencement Date**") with the consent (express or implied) of the Lessor the Lessee then becomes a monthly tenant of the Lessor which tenancy may be terminated by either party giving to the other one (1) month's prior notice expiring at any time at a monthly rent equivalent to one twelfth of the annual rent payable immediately prior to the Holding Over Commencement Date; and

4.8.2 if the Lessee vacates the Premises on the expiration of the Term or sooner determination of this Lease notwithstanding that the Lessee is not in physical occupation of the Premises the Lessee shall be deemed to be holding over on a daily basis at a rent to be determined in the manner specified in clause 4.8.1 (with the necessary changes) and otherwise on the same terms and conditions (with the necessary changes) as those contained in this Lease until the Lessee has complied with the provisions of this Lease relating to rectification of the Premises painting of the Premises and removal of the Lessee's signs notices fixtures fittings plant and equipment to the reasonable satisfaction of the Lessor;

4.9 **Renewal**

intentionally deleted;

4.10 **Rent Review**

4.10.1 the rent shall be reviewed as at and from each Review Date specified in Item 11(a) of the Schedule to an amount equivalent to "A" calculated in accordance with the following formula:

A = B x 1.04

where:

"B" is the amount of the annual rent payable in respect of the Premises during the twelve (12) months immediately before the relevant Review Date except in the case of the first review in respect of the Original Term where "B" shall be the initial annual rent specified in Item 7 of the Schedule but disregarding any rent incentives or rebates;

4.10.2 the rent shall be reviewed as at and from each Review Date specified in Item 11(b) of the Schedule to the Current Market Rent as at the relevant Review Date as agreed between the Lessor and the Lessee in writing and failing agreement thirty (30) days before the relevant Review Date the Current Market Rent as at the relevant Review Date shall be as determined by a Valuer and the Valuer's appointment shall include a requirement that the Valuer accept instructions to undertake the determination on the following basis:

(a) immediately on appointment the Valuer shall notify the Lessor and the Lessee in writing of the fact of such appointment and the Valuer's acceptance of it;

(b) the Valuer shall seek written submissions from the Lessor and the Lessee or their duly authorised representatives as to the matters to which the Valuer should have regard in making the determination;

(c) the Valuer shall give consideration to those submissions before making the determination provided that the submissions are made within the time nominated by the Valuer;

(d) immediately on making the determination the Valuer shall dispatch to the Lessor and the Lessee a copy of the determination which shall be a "speaking" valuation setting out the matters (if relevant including without limitation incentives and concessions) which the Valuer has considered and the full reasons for the determination;

(e) the determination shall be made within thirty (30) days following the Valuer's acceptance of the appointment; and

(f) if the Valuer fails to make the determination within thirty (30) days after accepting the appointment or becomes incapacitated or dies or resigns from the appointment then another Valuer may be appointed to act in accordance with this clause 4.10;

4.10.3 the failure of the Lessor to require a determination of the new rent as at any Review Date shall not impede or prevent the Lessor at any subsequent time from requiring the new rent to be determined pursuant to this clause 4.10 as at and from the Review Date;

4.10.4 if the new rent applicable as at and from any Review Date is not reviewed by that date then:

(a) pending such review the Lessee shall pay the instalments of the rent at the rate applicable immediately prior to the Review Date; and

(b) the new rent shall be varied retrospectively as at and from the Review Date and any necessary adjustment in respect of:

(i) any underpayment of any instalment paid after the Review Date shall be paid by the Lessee to the Lessor within fourteen (14) days after the new rent is determined; and

(ii) any overpayment shall be credited to the next rent instalments due by the Lessee after the new rent is determined; and

4.10.5 this clause 4.10 is subject in all respects to clause 9;

4.11 **Removal of Fixtures and Fittings and Yielding Up Premises**

4.11.1 at or immediately before the expiration of the Term or surrender of this Lease or within seven (7) days of any sooner determination of this Lease the Lessee shall:

(a) peaceably surrender and yield up the Premises including without limitation the Lessor's partitions fixtures fittings plant and equipment in clean good and substantial repair order and condition and where appropriate in good working order (fair wear and tear excepted);

(b) surrender all keys and access cards and other security mechanisms for the Premises to the Lessor and inform the Lessor of all combinations on locks and safes (if any) in the Premises; and

(c) if required to do so by the Lessor remove the alterations and additions in and to the Premises or the Land effected by or on behalf of or at the request of the Lessee and reinstate the Premises and the Land and the services to their condition prior to the fit out of the Premises by or for the Lessee (whether under this Lease or any previous lease to the Lessee of the Premises) (or if the Premises or part thereof have previously been fitted out by or for a previous lessee or occupant of the Premises and such fit out is in the Premises as at the Commencement Date) then to their condition prior to installation by or for the previous lessee or occupant) and in carrying out such removal and reinstatement the Lessee shall minimise the damage to the Premises and the Land and immediately make good any resulting damage;

4.11.2 the Lessee may at any time during the Term and shall at or immediately before the expiration of the Term or surrender of this Lease or within seven (7) days of any sooner determination of this Lease remove from the Land all plant equipment signage trade or tenant fixtures fittings or articles brought onto the Premises or the Land by the Lessee but in such removal the Lessee shall minimise the damage to the Premises and the Land and shall immediately make good any resulting damage; and

4.11.3 the Lessee shall comply with the Lessor's reasonable requirements in respect of such removal and reinstatement provided that the Lessor may at its option carry out such removal and reinstatement works at the reasonable cost of the Lessee and any alterations additions fixtures and fittings not removed by the Lessee either as of right or by requirement of the Lessor shall be deemed abandoned by the Lessee and shall be and become the property of the Lessor absolutely;

4.12 **Waiver**

no waiver by the Lessor of one breach of any term of this Lease shall operate as a waiver of another breach of that or any other term of this Lease;

4.13 **Notice**

4.13.1 without prejudice to any other means of serving notice any notice required to be served under this Lease shall be sufficiently served:

(a) if to the Lessee by personal service on the Lessee (or if it is a body corporate on a director secretary or other officer of the Lessee) or by personal service at the Premises or by post or facsimile transmission to the Premises or the Lessee's registered office (if a body corporate) or by personal service at or post or facsimile transmission to the Lessee's last place of business or residence known to the Lessor; and

(b) if to the Lessor by personal service on the Lessor (or if it is a body corporate on a director secretary or other officer of the Lessor) or by post or facsimile transmission to the Lessor's registered office (if a body corporate) or to the Lessor's last known place of business or residence;

4.13.2 any notice may be signed on the party's behalf by its attorney director secretary or other officer or solicitor;

4.13.3 a notice by post is deemed served at the time when it ought to be delivered in the due course of post;

4.13.4 a notice by facsimile is deemed served on production of a transmission report by the machine from which it is sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient; and

4.13.5 where there is more than one person comprising the Lessee a notice served on or by any one or more of the persons comprising the Lessee is deemed served on or by all of the persons comprising the Lessee;

4.14 **Severance**

any term of this Lease which is not applicable to the Premises or which is repugnant to the general interpretation of this Lease or which is invalid unlawful void or unenforceable shall be capable of severance without affecting any of the other terms of this Lease;

4.15 **Entire Agreement**

4.15.1 the terms of this Lease comprise the whole of the agreement between the parties;

4.15.2 no other agreements or terms shall be implied in this Lease or arise between the parties by way of collateral agreement; and

4.15.3 no promise representation or warranty (including without limitation as to the suitability of the Premises to conduct the Lessee's business or to the fittings fixtures and facilities of the Premises) has been given or made by or on behalf of the Lessor to the Lessee;

4.16 **No Partnership**

nothing contained in this Lease shall create the relationship of partnership or of principal and agent or of joint venture between the Lessor and the Lessee and no term of this Lease shall create any relationship between the Lessor and the Lessee other than the relationship of lessor and lessee;

4.17 **Managing Agent**

the Lessor may appoint a managing agent to manage the Land and any managing agent so appointed shall represent the Lessor in all matters relating to this Lease except where the Lessor otherwise notifies the Lessee provided that any communication from the Lessor to the Lessee shall to the extent of any inconsistency supersede any communication from the managing agent;

4.18 **Real Property Act**

the covenants and powers implied in leases by virtue of Sections 124 and 125 of the Real Property Act 1886 shall apply and be implied in this Lease unless they are expressly or by necessary implication excluded or modified; and

4.19 **Electricity Laws**

4.19.1 if the Lessor sells electricity to the Lessee in respect of a period and the Lessee does not in respect of that period purchase electricity from a licensed retailer of electricity of its choice ("**Licensed Retailer of Electricity**"), then the Lessee must:

(a) pay when due for all costs, fees and charges for the provision of electricity by the Lessor to the Lessee at the rate nominated with the Lessor from time to time;

(b) pay to the Lessor the Network Charge that the Lessee would be required to pay to the operator of the external electricity distribution network, as if the Premises were directly connected to that external electricity distribution network, unless such Network Charges are already included in the rate nominated by the Lessor under clause 4.19.1(a); and

(c) comply with the terms and conditions applicable to the network, as advised by the Lessor from time to time;

4.19.2 the Lessor acknowledges that where the Lessee is to obtain electricity from a Licensed Retailer of Electricity, the Lessor will for that purpose allow the Lessee without charge payable to the Lessor (except under clause 4.19.3) but otherwise at the cost of the Lessee to:

(a) access and use the Lessor's network; and

(b) install, maintain and use meters and other necessary equipment in the Premises to record, deal with or segregate the supply of electricity to the Premises

provided that the Lessee must notify the Lessor of any information relating to the supply and consumption of electricity by the Lessee in or in relation to the Premises as may be reasonably required by the Lessor to administer the Lessor's network;

4.19.3 if the Lessee purchases electricity directly from a Licensed Retailer of Electricity and has access to the Lessor's network the Lessee must pay to the Lessor the Network Charge that the Lessee would be required to pay to the operator of the external electricity distribution network as if the Premises were directly connected to that external electricity distribution network unless the Premises are directly connected by a supply point to that external electricity distribution network;

4.19.4 to the extent permitted by law the Lessor gives no warranty or undertaking and makes no representations concerning the condition or suitability of the electricity sold or the quality or quantity or otherwise in relation to the sale or supply of electricity by the Lessor to the Lessee; and

4.19.5 if the Lessee proposes to increase the electricity requirements to the Premises during the Term, which necessitates:

(a) the installation of additional electricity equipment in the Premises; or

(b) alterations to the Lessor's network,

then to the extent consistent with applicable electricity laws, the Lessee will be liable for the costs of and incidental to:

(c) installing that additional electricity equipment; and

(d) making those alterations to the Lessor's network,

but:

(e) such installation or alteration shall be carried out within the Premises or to the Lessor's network, only with the prior approval of the Lessor and in compliance with the terms of this Lease; and

(f) in any event the Lessor may, in its absolute discretion, carry out such installation or alteration and the reasonable cost of such works will be promptly paid by the Lessee; and

4.19.6 the Lessee acknowledges and agrees that, if at the request of the Lessee, the Lessor makes arrangements with the Lessee for the provision of power from the Lessor's emergency power or back up power generation system (if any is installed at the absolute discretion of the Lessor), then to the extent permitted by law, the Lessee must pay the Lessor's separate charges for the connection to and supply of power to the Premises from the Lessor's emergency power or back up power generation system.

5. ACKNOWLEDGEMENTS

The Lessee acknowledges that the Lessor does not warrant that the Premises will for the duration of this Lease be structurally or otherwise suitable for the business to be conducted in the Premises by the Lessee.

6. RULES

6.1 Change to Rules

The Lessor may at any time delete amend or add to the Rules whenever the Lessor determines such deletion amendment or addition to be necessary or desirable in its absolute discretion provided that the Lessee shall not be bound by any Rules which are inconsistent with the other terms of this Lease.

6.2 Notice of Change

The Lessor shall give notice to the Lessee of the details of any deletion amendment or addition to the Rules made from time to time but such deletion amendment or addition shall not be operative in respect of the Lessee and the Lessee's Agents until the Lessee has been so notified.

6.3 **Conclusive Evidence**

A notice given to the Lessee at any time specifying the Rules in force as at the date of such notice or any deletion amendment or addition to them shall be conclusive evidence of the Rules or any deletion amendment or addition to them as at the date of such notice.

7. **CONDITIONS**

This Lease is subject in all respects to the consent or approval of any person having any mortgage or encumbrance over the Land and any development or planning approval or consent being first obtained if required.

8. **CONSENT**

Unless otherwise provided in this Lease where the consent or approval of the Lessor is required such consent or approval:

8.1 means prior written consent and prior written approval;

8.2 may be given or withheld in the absolute discretion of the Lessor; and

8.3 if given may be made conditional or unconditional

and the Lessee shall pay and reimburse the Lessor any reasonable costs or fees paid or payable by the Lessor to any agents architects consultants contractors solicitors or any other person to examine or advise on any application for such consent or approval and all incidental documents and any other money reasonably expended in respect of such consent or approval.

9. **GST**

9.1 **Liability for GST**

9.1.1 The amount payable by the Recipient to the Supplier for, or in connection with, a Taxable Supply under this Lease does not include any GST.

9.1.2 The Recipient must pay the Supplier an additional amount on account of GST equal to the amount payable by the Recipient for the relevant Taxable Supply multiplied by the prevailing GST rate.

9.2 **Timing**

The additional amount is payable at the same time as when the amount for the relevant Taxable Supply is required to be paid by the Recipient to the Supplier but in any event, not before the Supplier has provided the Recipient with a tax invoice which is in an approved form for GST purposes.

9.3 **Reimbursement**

To the extent that the amount for a Taxable Supply consists of the reimbursement of costs and expenses incurred by the Supplier, in this Lease those costs and expenses are deemed to be exclusive of the amount of any refund or input tax credit of GST to which the Supplier is entitled as a result of incurring the cost or expense.

10. **SPECIAL CONDITIONS**

This Lease is subject to the following special conditions which prevail over any other provision of this Lease to the extent of any inconsistency.

10.1 **Lessor as Trustee**

The Lessee acknowledges and agrees that:

10.1.1 the Lessor enters into this Lease solely in its capacity as trustee of Ottoway Engineering Investment Trust ("**Trust**") and that all of the obligations of the Lessor pursuant to this Lease are undertaken by it only in its capacity as trustee of the Trust;

10.1.2 the Lessor's liability pursuant to this Lease is limited to the assets constituting the Trust from time to time and in no circumstances will the Lessor be liable to pay or satisfy any of the obligations imposed on it by this Lease out of any assets held by the Lessor personally, as trustee of any other trust on or behalf of any other person and this limitation extends to any representation, warranty, act or omission related to this Lease; and

10.1.3 the Lessee waives and releases the Lessor from any personal liability in respect of any loss or damage which it may suffer as a result of any default or breach of any undertaking or condition under this Lease or in respect thereof express or implied except to the extent that such liability is or can be paid or satisfied out of the assets of the Trust from time to time or caused by the Lessor's fraud, negligence or breach of trust.

10.2 **Lessor's Works**

10.2.1 The Lessor shall, at the Lessor's cost, resurface the existing hardstand area of the Premises within a reasonable period after the Commencement Date. The Lessee shall be responsible to maintain the resurfaced hardstand during the Term to the same condition as at the completion of the resurfacing works.

10.2.2 Subject to clause 10.2.1 in the event that the Lessor is required at any time to carry out any work to the Premises (and for which the Lessee is not responsible hereunder) by any competent government or semi-Government Authority (whether Federal State or Local) having jurisdiction in relation thereto the annual rental otherwise payable by the Lessee hereunder as at the date of completion of such work shall be increased by an amount equivalent to fifteen percent (15%) of the amount certified in writing by an architect nominated by the Lessor to be the completed value of such work provided that the stipulations herein contained relating to the time method and manner of payment of rental shall (mutatis mutandis) apply to the annual rental determined in accordance with the provisions of this clause.

10.3 **Burglary Insurance**

The Lessee shall insure and keep insured the Premises against loss or damage arising out of any burglary or attempted burglary upon the Premises. All monies received under such insurance shall forthwith be expended in making good such loss and damage.

10.4 **Leases Act Does Not Apply**

The Lessee acknowledges that the Premises are not a "Retail Shop" within the meaning of that term under the Retail and Commercial Leases Act 1995 ("**Leases Act**") and that the Lessee does not intend to use the Premises for any or the purposes within the meaning of that term under the Leases Act and the Lessee hereby warrants to the Lessor that during the Term of this Lease the Lessee will neither use the Premises for the retail sale of goods to the public nor allow services to be provided from the Premises to the public nor allow the Premises to be used such that the public is invited to negotiate for the supply of services and the Lessee shall indemnify and keep indemnified the Lessor against all and any claims, demands, actions, proceedings, loss or otherwise arising out of or in relation to a breach of this warranty by the Lessee.

RULES

1. The exterior of the Building shall be under the absolute control of the Lessor.

2. The Lessee shall not obstruct or permit the obstruction of any portion of the Common Area or any appurtenances or conveniences in it.

3. The Lessee shall not cover or obstruct any lights skylights windows or other means of illumination of the Common Area or of the Building.

4. All blinds shades awnings window ventilators and other similar fittings and fixtures installed by the Lessee with the consent of the Lessor in or on the Premises and visible from outside such Premises shall conform to the reasonable requirements and standards of the Lessor as to design quality and appearance. No such blinds shades awnings window ventilators or other similar fittings or fixtures shall be affixed or fitted to the exterior of the Premises without the consent of the Lessor.

5. The Lessee will use and permit to be used for the receipt delivery or other movement of any goods wares or merchandise or articles of bulk or quantity only such parts of the Land and at such times as the Lessor may from time to time direct.

6. The Lessee shall not throw or permit to be thrown or to be dropped or to fall any article or substance from or out of the Building and shall not place any article or substance on any sill ledge or other like part of the Building.

7. The Lessor will provide keys for locks on doors or other openings of the Premises and the Lessee will return to the Lessor on the determination of the Lease all such keys and shall not permit the keys to come into the possession or control of any person other than the Lessee and the Lessee's officers and employees.

8. The Lessee shall not use or permit to be used any part of the Common Area for any business or commercial purpose or the display or advertisement of any goods or services except with the Lessor's consent.

9. No rubbish or waste shall at any time be burned on or inside the Building or the Common Area.

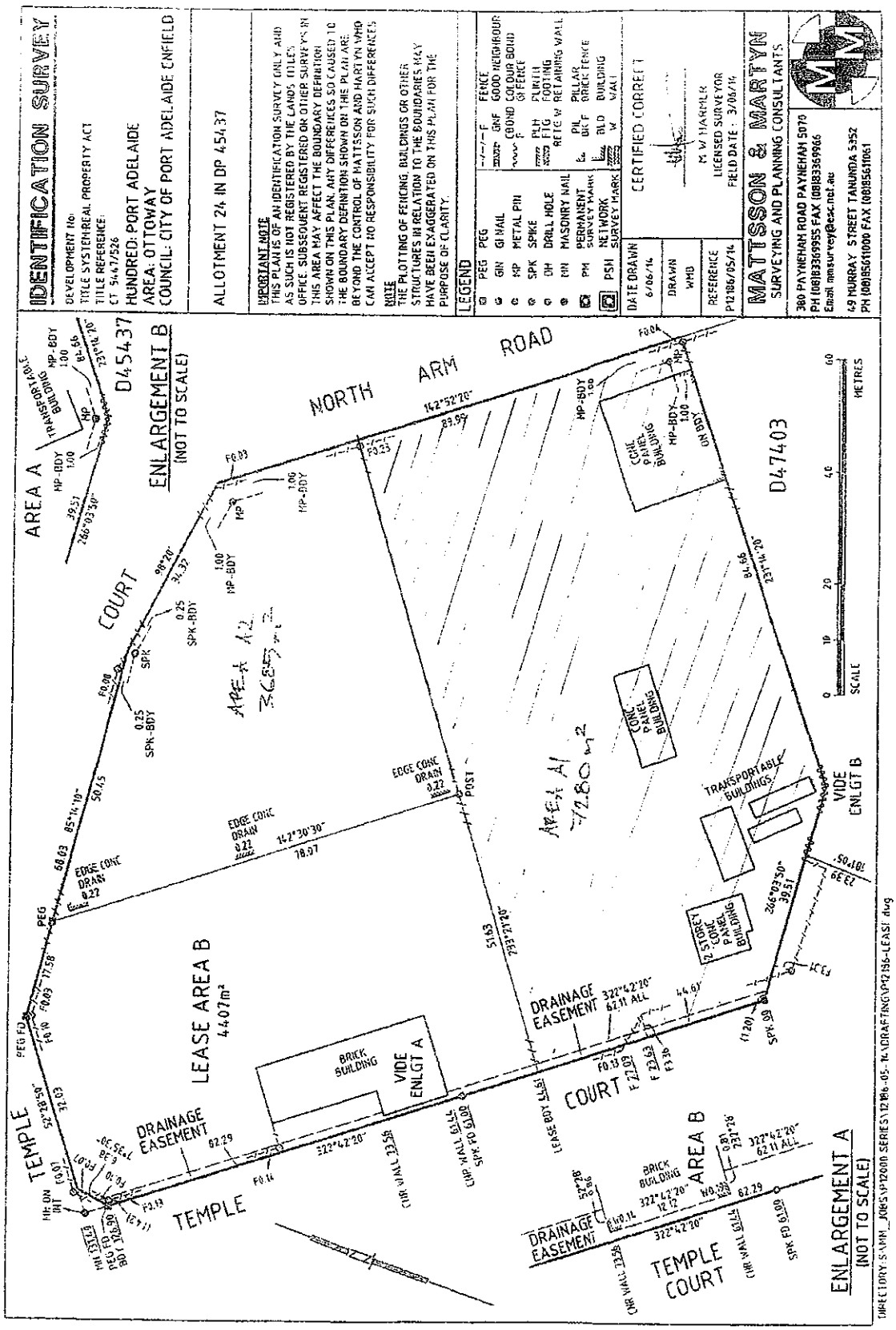
10. The Lessee shall not use any method of heating other than that approved by the Lessor and shall not without the Lessor's consent permit any cooking in the Building other than in areas and with equipment approved by the Lessor.

11. The Lessee will not use or permit to be used any device whereby any electrical point is used for more than one conduit of electricity to any electrically operated apparatus.

12. The Lessee shall not permit the Lessee's Agents to interfere with the airconditioning or ventilation systems or any other services in the Building.

13. Smoking shall be prohibited in the Building unless otherwise approved in writing by the Lessor.

PLAN


IDENTIFICATION SURVEY
DEVELOPMENT No:
TITLE SYSTEM:REAL PROPERTY ACT
TITLE REFERENCE:
CT 5447/526
HUNDRED: PORT ADELAIDE
AREA: OTTOWAY
COUNCIL: CITY OF PORT ADELAIDE ENFIELD
ALLOTMENT 24 IN DP 45437
IMPORTANT NOTE
THIS PLAN IS OF AN IDENTIFICATION SURVEY ONLY AND AS SUCH IS NOT REGISTERED BY THE LANDS TITLES OFFICE. SUBSEQUENT REGISTERED OR OTHER SURVEYS IN THIS AREA MAY AFFECT THE BOUNDARY DEFINITION SHOWN ON THIS PLAN. ANY DIFFERENCES SO CAUSED TO THE BOUNDARY DEFINITION SHOWN ON THE PLAN ARE BEYOND THE CONTROL OF MATTSSON AND MARTYN WHO CAN ACCEPT NO RESPONSIBILITY FOR SUCH DIFFERENCES
NOTE
THE PLOTTING OF FENCING, BUILDINGS OR OTHER STRUCTURES IN RELATION TO THE BOUNDARIES MAY HAVE BEEN EXAGGERATED ON THIS PLAN FOR THE PURPOSE OF CLARITY.
LEGEND
PEG
GIN GI NAIL
MP METAL PIN
SPK SPIKE
DH DRILL HOLE
MN MASONRY NAIL
PM PERMANENT SURVEY MARK
PSH NETWORK SURVEY MARK
F FENCE
GNF GOOD NEIGHBOUR
GROUND COLOUR BOND
PLTH PLINTH
FTG FOOTING
RETE W RETAINING WALL
PIL PILLAR
BRK F BRICK FENCE
BLD BUILDING
W WALL
DATE DRAWN 6/06/14
DRAWN WHD
REFERENCE P12186/05/14
CERTIFIED CORRECT
M W HAMMILL
LICENSED SURVEYOR
FIELD DATE : 3/06/14
MATTSSON & MARTYN
SURVEYING AND PLANNING CONSULTANTS
360 PAYNEHAM ROAD PAYNEHAM 5070
PH (08)83369955 FAX (08)83369966
Email mmsurvey@esc.net.au
49 MURRAY STREET TANUNDA 5352
PH (08)85611000 FAX (08)85611061
NORTH ARM ROAD
AREA A
TRANSPORTABLE BUILDING
D45437
ENLARGEMENT B
(NOT TO SCALE)
COURT
AREA A1
780m²
LEASE AREA B
440m²
EDGE CONC DRAIN
CONC PANEL BUILDING
TRANSPORTABLE BUILDINGS
2 STOREY CONC PANEL BUILDING
D47403
DRAINAGE EASEMENT
BRICK BUILDING
VIDE ENLGT A
VIDE ENLGT B
TEMPLE COURT
AREA B
ENLARGEMENT A
(NOT TO SCALE)
METRES
SCALE
DIRECTORY:S:\MM_JOBS\P12000 SERIES\12186-05-MA\DRAFTING\P12186-LEASE.dwg

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

MEMORANDUM OF LEASE

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY

Prefix
L
Series No.

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886

_____
Solicitor/Registered Conveyancer/Lessee

AGENT CODE

Lodged by: Cowell Clarke CCL1
Level 5, 63 Pirie Street
ADELAIDE SA 5000
Correction to: COWELL CLARKE CCL1

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

1. .....
2. .....
3. .....
4. .....

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1. .....
2. .....
3. .....
4. .....

DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE

CORRECTION	PASSED
REGISTERED	REGISTRAR-GENERAL

CONSENTS OF MORTGAGEES AND SECTION 32 DEVELOPMENT ACT 1993 CERTIFICATION

This Lease does not contravene Section 32 of the Development Act 1993

DATED .....

EXECUTION

LESSOR

EXECUTED by **IONEX NOMINEES PTY LTD** in accordance with Section 127(1) of the Corporations Act 2001:

.....
*Director/*Sole Director and Sole Secretary

Print Full Name:.....

.....
*Director/*Secretary

Print Full Name:.....

(*please delete the inapplicable title)

(Note: please affix common seal if required by the Company's Constitution)

LESSEE

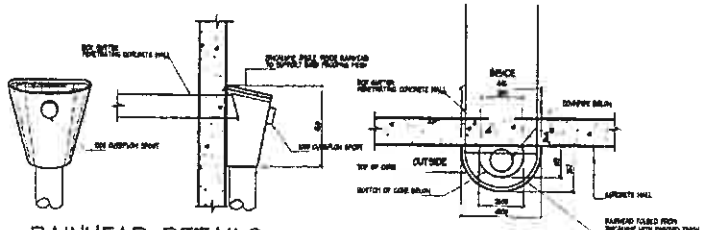
THE COMMON SEAL of **EASTERN WASTE MANAGEMENT AUTHORITY INCORPORATED** was hereunto affixed in the presence of:

.....
Print Full Name: BRIAN ALEXANDER CUNNINGHAM (Chairman)

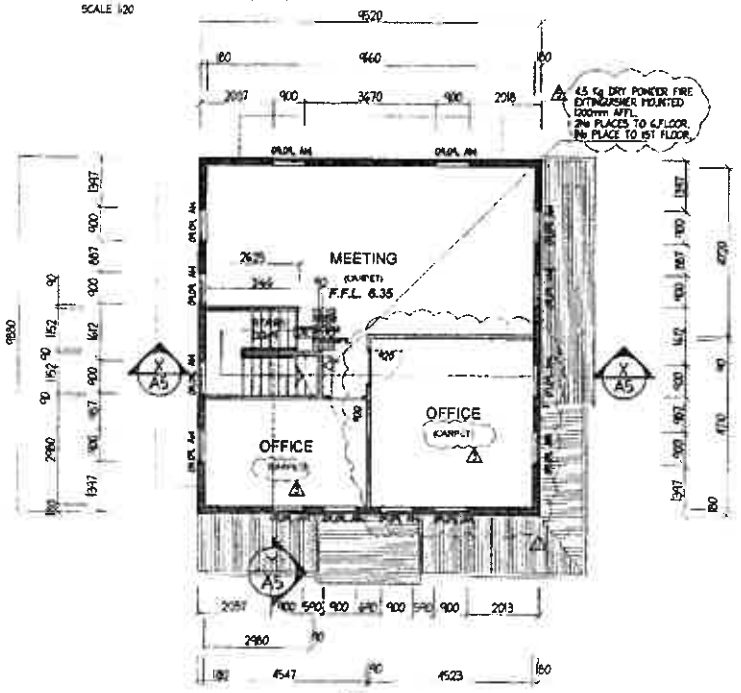
.....
Print Full Name: JOHN EDWARD FRANCIS (General Manager)

EASTERN WASTE MANAGEMENT AUTHORITY INCORPORATED
Common Seal

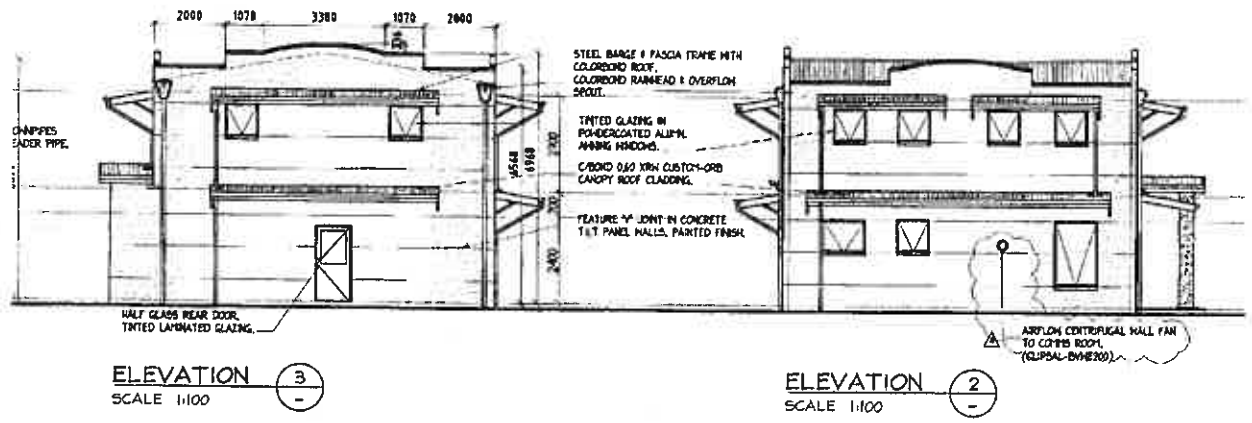
BUILDING & SITE PLAN



RAINHEAD DETAILS
SCALE 1:20

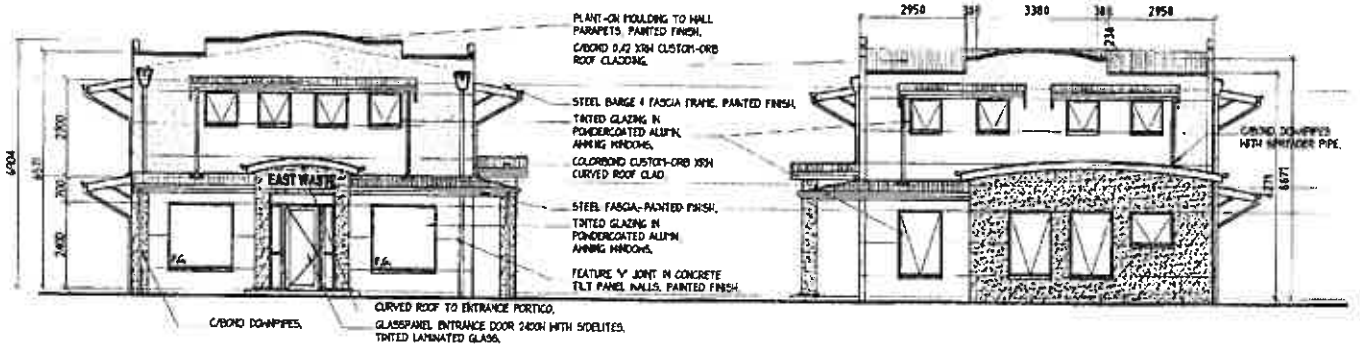


OFFICE FIRST FLOOR PLAN
SCALE 1:100



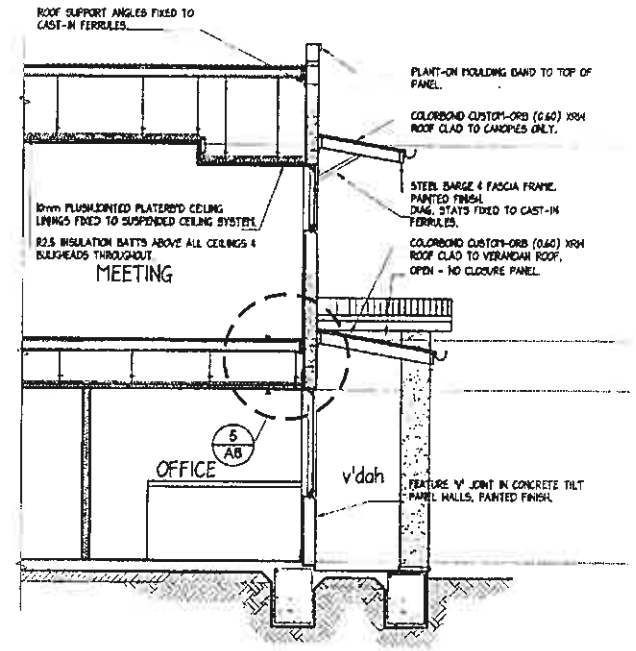
ELEVATION 3 (SCALE 1:100)

ELEVATION 2 (SCALE 1:100)

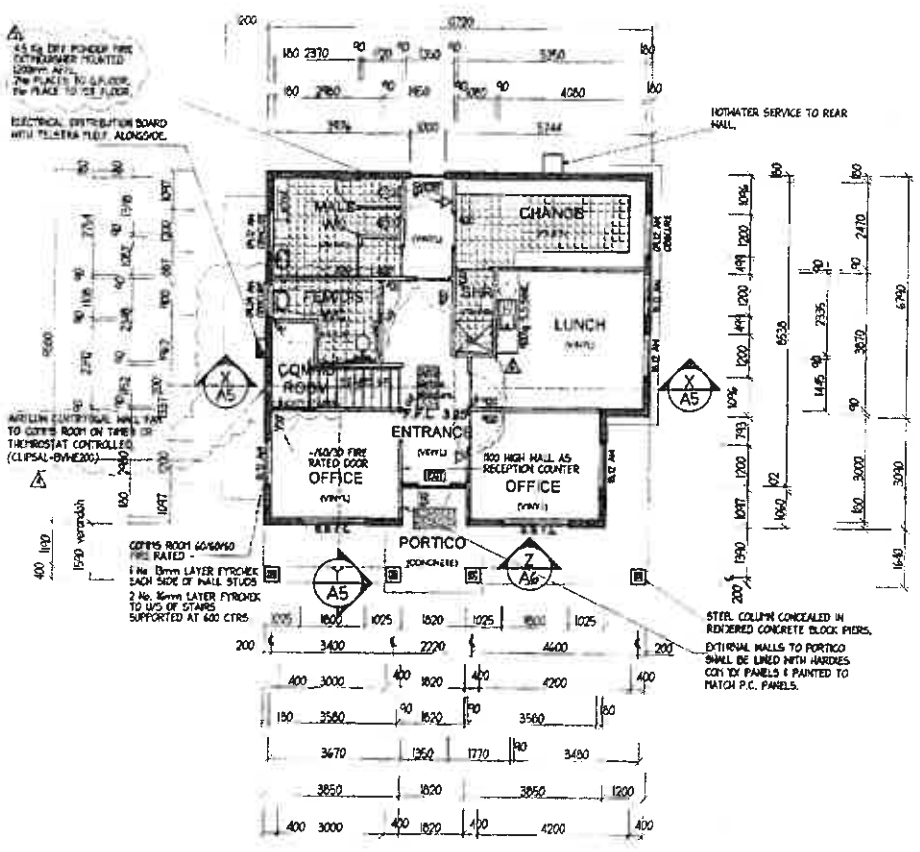


ELEVATION 1 (SCALE 1:100)

ELEVATION 4 (SCALE 1:100)



SECTION Y (A5)
SCALE 1:50



OFFICE GROUND FLOOR PLAN
SCALE 1:100

ELEVATION 3 / ELEVATION 2 / ELEVATION 4 / ELEVATION 1

GENERAL NOTES:

1. ALL RELEVANT AUSTRALIAN STANDARDS REFERRED TO SHALL BE IN STRICT ACCORDANCE WITH THE VERSION LISTED WITHIN THE SPECIFICATION ALS OF THE B.C.A. - 1996
2. ALL PIN DOORS TO BE SOLID CORE COLORBOND CLAD EXTERNAL WITH ESCAPE LATCHES IN ACCORDANCE WITH B.C.A. D2.21.
3. ALL DOOR THRESHOLDS TO HAVE NO STEP IN ACCORDANCE WITH AS1428.1
4. ALL EXIT SIGNS TO BE 8DM WATERPROOF FLUORESCENT (MAINTAINED) EXIT LIGHTS INSTALLED TO AS2293.3.
5. EXIT LIGHTS IN HIGH CORROSIVE ENVIRONMENTS TO BE IP65 (To ISO) SINGLE SIDED EXIT LIGHT TO AS4391
6. EMERGENCY LIGHTING TO CONSIST OF 25dm FUSED (MAINTAINED) FLUORESCENT LIGHT FITTINGS WITH FIXED WIRE GUARDS AND WITH EM-KIT INSTALLED TO AS/NZS 2293.1.
7. BUILDER TO PROVIDE PORTABLE FIRE EXTINGUISHER IN SITE SHED FOR DURATION OF CONSTRUCTION.
8. DISABLED WC LAYOUT TO BE IN ACCORDANCE WITH AS4299.1
9. WET AREA DETAILS TO BE IN ACCORDANCE WITH BCA-5A FL7 AND MINISTERS SPECIFICATION 5A FL7
10. PROVIDE No 9mm x 30M FIRE HOSE REEL IN LOCATION SHOWN & INSTALLED TO AS2441
11. PROVIDE No 4.5kg DRY POWDER TYPE FIRE EXTINGUISHER OF A(BE) RATING ADJACENT FIRE HOSE REEL & INSTALLED TO AS2444.
12. PROVIDE CLEAR AND LEGIBLE SIGNS TO ALL FACILITIES FOR THE DISABLED INCORPORATING THE INTERNATIONAL SYMBOL OF ACCESS IN ACCORDANCE WITH B.C.A. D3.6 AND AS 1428.1
13. NEW MECHANICAL AIR CONDITIONING SYSTEM TO BE SUPPLIED & INSTALLED IN ACCORDANCE WITH AS1668.2 MECHANICAL VENTILATION SHALL BE PROVIDED TO TOILET WHERE NATURAL VENTILATION IS NOT PROVIDED.
14. AUTOMATIC SLIDING DOORS MUST BE OPERABLE UNDER A FORCE NOT EXCEEDING 80 NEWTONS & MUST MANUALLY OPEN UNDER A POWER FAILURE.
15. PROVIDE SIGNAGE AT THE INACCESSIBLE ENTRANCES DIRECTING PEOPLE WITH DISABILITIES TO ACCESSIBLE ENTRIES.
16. PROVIDE A 800mm HIGH SHELF OF SUITABLE SIZE TO DISABLED WC'S TO COMPLY WITH AS 1428.1 (CL 4.2)
17. STAIRS SHALL BE CONSTRUCTED AS DETAILED & COMPLY WITH A.S. 1170.1 MBA LOADING CODE Part 1, 4 AS PER B.C.A. REQUITS. STAIRS IN PUBLIC PLACES ONLY SHALL HAVE HANDRAILS TO BOTH SIDES & EXTENDING 300mm PAST THE ENDS OF STAIR, ALSO PROVISION OF RAISED DOME BUTTONS TO END OF HANDRAILS IN ACCORDANCE WITH BCA & A.S.1428.
STAIR TREADS TO HAVE NOSINGS 20mm & NOT GREATER THAN 75mm IN COLOUR CONTRASTING WITH BACKGROUND & RISERS OF OPAQUE CONSTRUCTION IN ACCORDANCE WITH BCA -D3.3.
18. PROVISION OF TACTILE GROUND SURFACE INDICATORS IN ACCORDANCE WITH AS 1428.4 & BCA D3.8.

CONSTRUCTION NOTES:

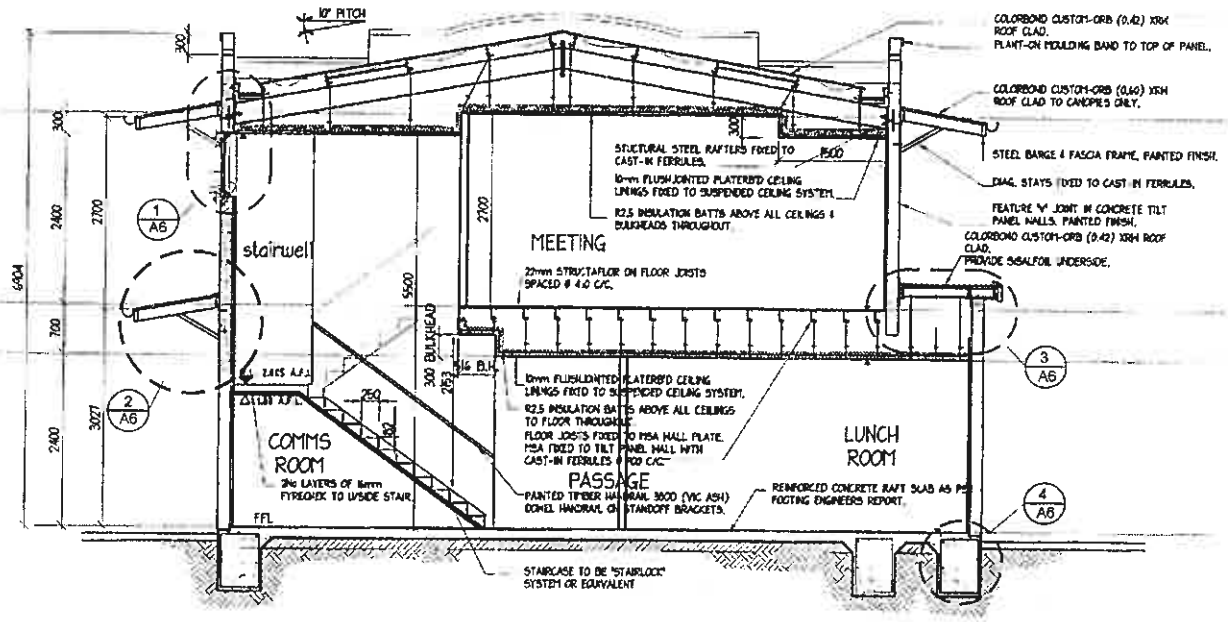
1. FLOOR STRUCTURE:
CONCRETE RAFT SLAB ON GROUND TO BE DESIGNED BY FOOTING ENGINEER, REFER TO FOOTING REPORT
CONTROL JOINT LOCATIONS NOMINATED IN FOOTING REPORT.
2. EXTERNAL WALLS:
WALL FRAMING TO CONSIST OF:
DOMESTIC STEEL FRAMING WITH METAL THICKNESS BETWEEN 0.55 AND 1.6mm GALVANISED STEEL, 90mm STUDS AT 450 CTS.
NOGGING
FIX BOTTOM PLATE TO CONC. SLAB WITH M8 STYAL BOLTS @ 600 C/C.
DOUBLE STUD SECTIONS TO WINDOW & DOOR FRAMING.
DOMESTIC STEEL STUD FRAMING TO BE IN ACCORDANCE WITH AS 1397.
3. INTERNAL WALLS:
GROUND & FIRST FLOOR INTERNAL WALL FRAMING TO CONSIST OF:
DOMESTIC STEEL FRAMING WITH METAL THICKNESS BETWEEN 0.55 AND 1.6mm GALVANISED STEEL, 90mm STUDS AT 450 CTS.
NOGGING
DOMESTIC STEEL STUD FRAMING TO BE IN ACCORDANCE WITH AS 1397.
LINED BOTH SIDES WITH 13mm FLUSH JOINTED PLASTERBOARD.
4. LOAD BEARING WALLS:
SELECTED ALL LOAD BEARING WALLS SHALL BE 10x95x1.0mm GALV. STEEL STUDS AT 450 CTS.
5. ROOFING:
SELECTED COLORBOND CUSTOM-ORB X9H ROOF SHEETING INSTALLED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.
6. INSULATION:
PROVIDE INSULATION BLANKET OVER PURLINS & R2.5 INSULATION BATTS ABOVE CEILING LINING.
PROVIDE BRADFORD R1.5 INSULATION BATTS TO EXTERNAL WALLS.
7. TERMITE PROTECTION:
TO COMPLY WITH AS3660.1 WITH DURABLE NOTICE ON METER BOX.
8. GLAZING:
TO COMPLY WITH AS1288-1994 OR AS2047 AS APPROPRIATE.
9. WET AREA DETAILS:
TO BE IN ACCORDANCE WITH BCA-5A FL7 AND MINISTERS SPECIFICATION 5A FL7
10. STAIRS:
STAIRS SHALL BE OF THE STAIRLOCK STAIRCASE SYSTEM WITH TREADS, RISERS AND STRINGERS MANUFACTURED FROM MOISTURE RESISTANT, MEDIUM DENSITY FIBREBOARD COMPLYING TO DR 4026 PART II. COMPONENTS CONNECTED BY A DOVETAIL JOINTING SYSTEM LOCKING COMPONENTS FIRMLY TOGETHER SO AS TO COMPLY WITH A.S. 1170.1-1989 LOADING CODE PART 1. ASSEMBLY AND INSTALLATION SHALL BE AS PER MANUFACTURERS RECOMMENDATIONS AND B.C.A. REQUIREMENTS. STAIR MEMBERS (MOISTURE RESISTANT MEDIUM DENSITY FIBREBOARD SIZES NOMINAL) PROVIDE A NON-SLIP EDGE STRIP TO ALL TREADS.
FINISHED RISERS @ 180.25mm
GOING - 250mm

BUILDING AREAS:

SITE AREA: 15,260m2
EXT'G BUILDING AREA: 470.7m2

PROPOSED WORKSHOP AREA :	378.9m2
PROPOSED CANOPY AREA :	102.0m2
PROPOSED TOTAL OFFICE AREA :	133.0m2
PROPOSED WASHDOWN AREA :	119.3m2
TOTAL PROPOSED BUILDING AREA :	743.2m2
TOTAL NEW/EXISTING BUILDING AREA:	1263.9m2

0 1000 2000 3000 4000 5000 10000mm
SCALE 1 : 100



SECTION X (A5)
SCALE 1:50

REV.	DATE	DESCRIPTION
7.	09.09.2004	1ST FLOOR OFFICE INCREASED.
6.	16.02.2004	OFFICE & LUNCHROOM DOOR POSITION CHANGED.
5.	19.01.2004	FLOOR LEVELS REVISED, GENERAL NOTES ADDED, F.E. & EXIT SIGNS ADDED.
4.	5.01.04	STAIRS REVISED, ELEVATION & SECTION REVISED, SECTION Y ADDED.
3.	08.10.03	REVISED AS CLOSED
2.	28.04.03	ISSUED FOR CONSTRUCTION
1.	04.04.03	ISSUED FOR COUNCIL APPROVAL
0.	26.01.03	ISSUED FOR CLIENT APPROVAL

OFFICE

Bryant Concepts
BUILDING DESIGNERS & ENGINEERS
Bryant Concepts Pty. Ltd. Unit 7, 26-30, The Parade West, Kent Town S.A. 5067
Telephone (08) 8362 8860 Fax (08) 8362 8890 A.B.N.88038222950
Email: BryantC@adelaide.on.net

JOHN C BRYANT FRAIA
building designers association of South Australia Inc

DRAWING STATUS
APPROVAL LISTED

NOT FOR CONSTRUCTION
- CLIENT APPROVAL
- PLANNING CONSENT
- BUILDING RULES
- PRIVATE CERT

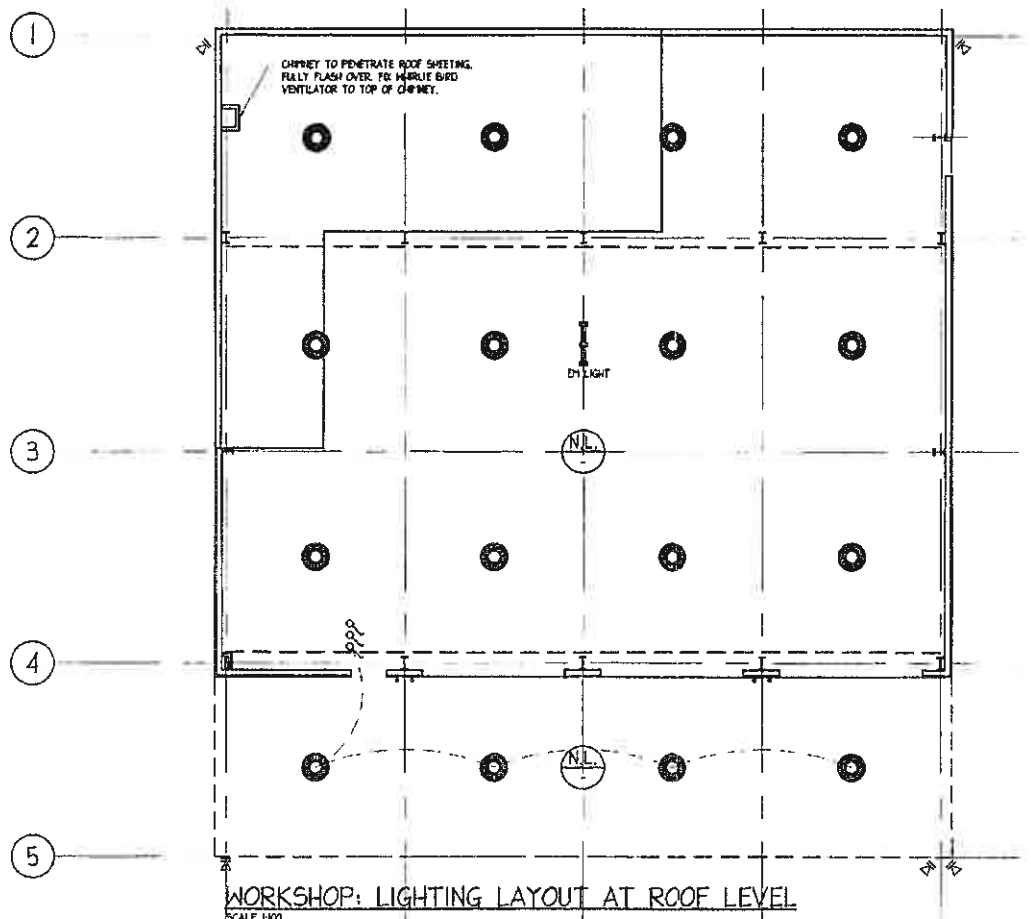
FOR CONSTRUCTION
- FULL APPROVAL

DRAWN NC
CHECKED

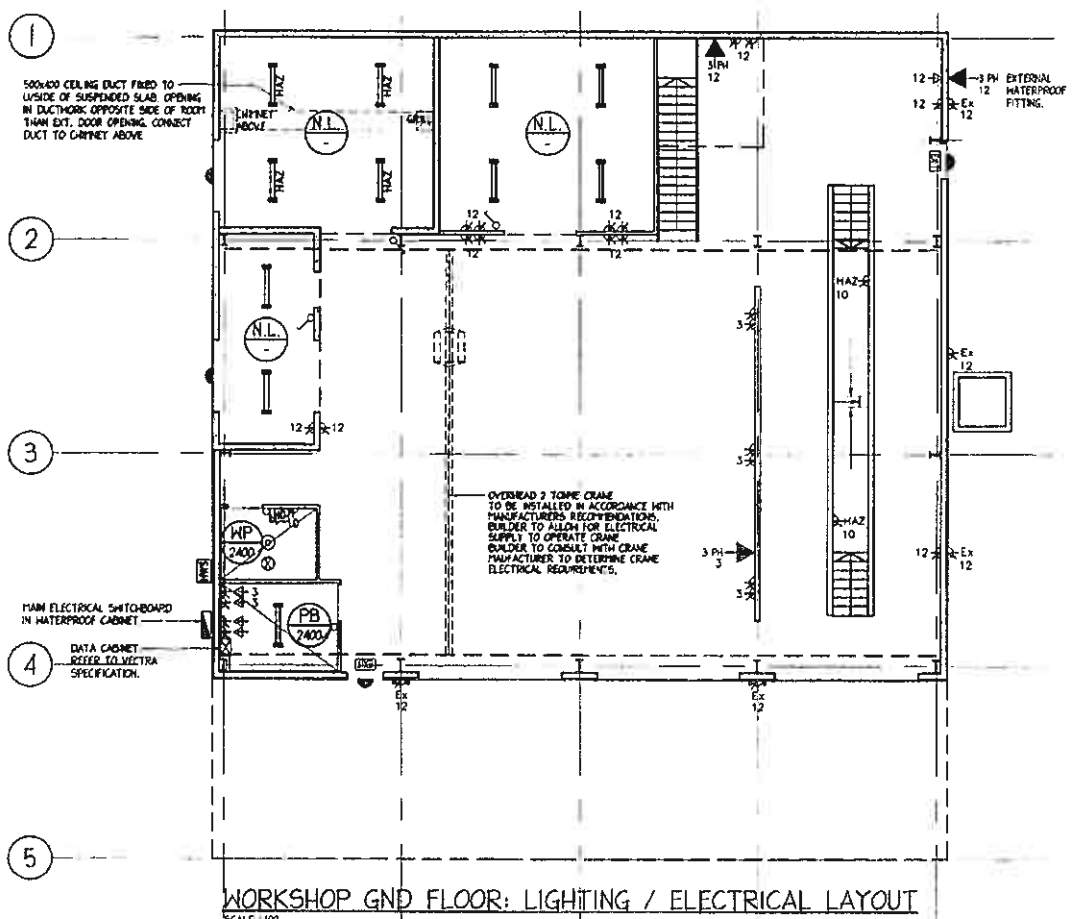
COPYRIGHT©
THESE DRAWINGS ARE COPYRIGHT AND REMAIN THE EXCLUSIVE PROPERTY OF BRYANT CONCEPTS PTY. LTD. ALL RIGHTS RESERVED
REPRODUCTION WITHOUT WRITTEN PERMISSION IS PROHIBITED

TITLE	FLOOR PLANS
JOB No.	02-496
CLIENT	MANUELE ENGINEERS
SCALES	AS SHOWN
PROJECT	PROPOSED WORKSHOP, OFFICE & TRUCKWASH FOR EAST WASTE DEPOT.
DATE	28/01/2002
ADDRESS	LOT 24, DP 45437, HD OF PT. ADELAIDE TEMPLE COURT, OTTOWAY SA
CAD FILE	HOPLAN
SHEET No	A5 OF
REV	7.

FIGURED DIMENSIONS SHALL TAKE PREFERENCE OVER SCALED DRAWINGS. CONTRACTORS SHALL VERIFY ALL DIMENSIONS BEFORE COMMENCING.



WORKSHOP: LIGHTING LAYOUT AT ROOF LEVEL
SCALE 1:100



WORKSHOP GND FLOOR: LIGHTING / ELECTRICAL LAYOUT
SCALE 1:100

CEILING LEGEND

PB 2400 — NOMINATED CEILING MATERIAL TYPE REFER SCHEDULE. NOMINATED CEILING HEIGHT

PB - 10mm FLUSH JOINTED PLASTERBOARD LINING FIXED TO CEILING JOISTS AT 600 CTS MAX.

WP - 6mm FLUSH JOINTED VILLABOARD WET AREA CEILING LINING FIXED TO CEILING JOISTS AT 600 CTS MAX

NL - NO CEILING LINING REQUIRED

1. AT WALL / CEILING JUNCTION, PROVIDE SHADOWLINE SECTION AROUND PERIMETER OF ALL CEILINGS
2. THE ACTUAL LOCATION OF LIGHT FITTINGS MAY VARY
3. PROVIDE TEST SWITCH TO EMERGENCY LIGHTING.

LIGHTING / ELECTRICAL LEGEND:

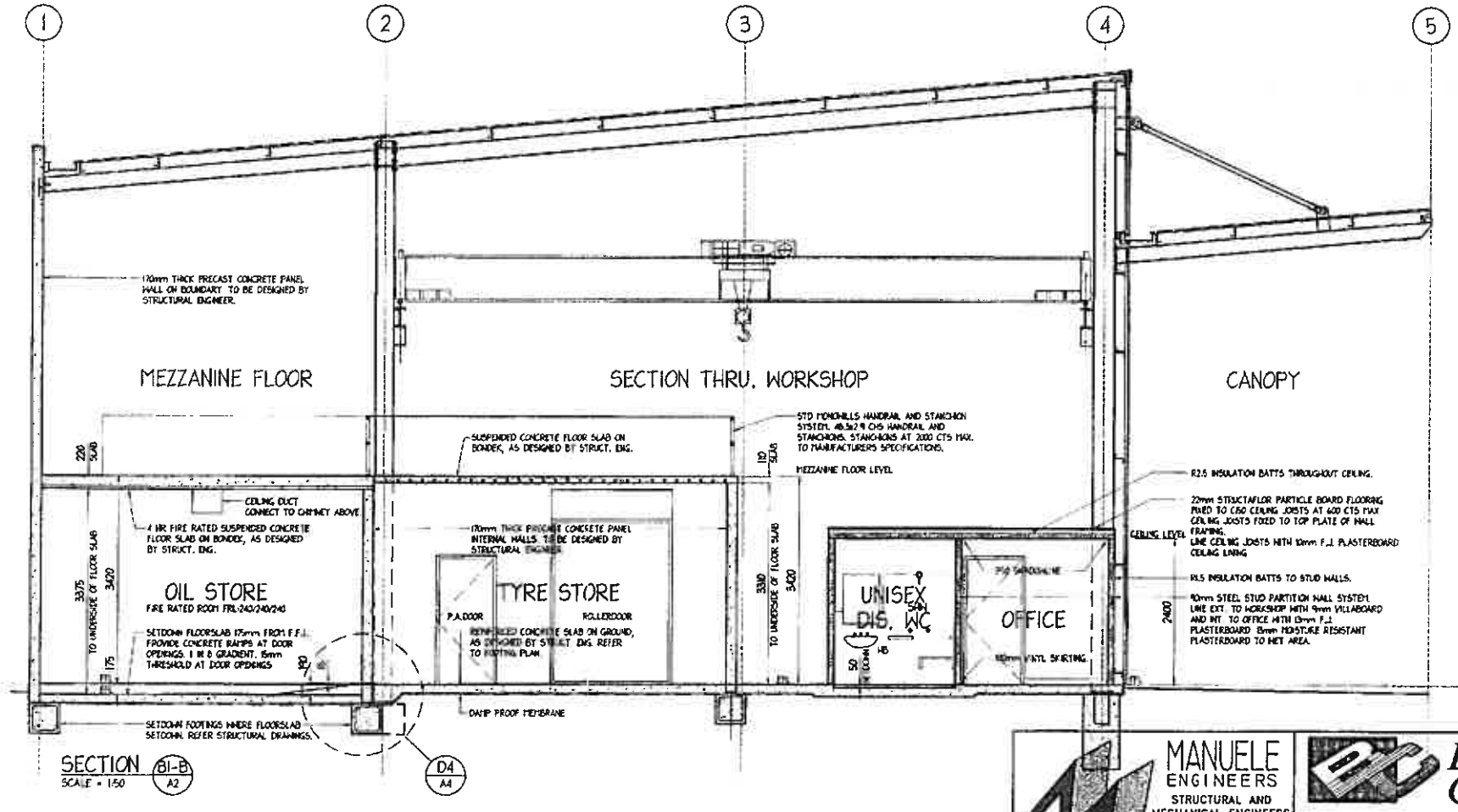
- 2 x 36w THORN FLUORESCENT SURFACE MOUNT DIFFUSED BATTEN (CBDN236H)
- HAZ — 2 x 36w THORN FLUORESCENT CLASS 1 ZONE 2 (MD236H)
- EM LIGHT — 1 x 36w EUROPROOF NON-MAINTAINED EMERGENCY FLUORESCENT (THORN NU136H)
- 1 x EXTERNAL IP65 SECURITY WALL LIGHT SURFACE MOUNTED 2400 AFFL
- SIMPLE BATTEN TYPE CEILING MOUNTED LIGHT WITH 60w INCANDESCENT GLOBE
- EXIT — 1x10w MVP FLUORESCENT MAINTAINED EXIT FITTING. (UNEX10DS)
- EXTERIOR FLOOD LIGHT. THORN 250W HPS-T(HO) (ON ADJUSTABLE TIMER WITH 2 TIME SLOTS)
- HIGHBAY 400W - METAL HALIDE WITH SAFETY CHAIN
- SINGLE 10A GENERAL PURPOSE OUTLET (G.P.O.)
- DOUBLE 10A G.P.O
- SINGLE EXTERIOR WEATHER PROTECTED 10A G.P.O.
- 3 PH — 3 PHASE OUTLET. 415 V. IP 56 FINISH RATED.
- LIGHT SWITCH
- 3 — FITTING MOUNTED 300mm A.F.F.L.
- 10 — FITTING MOUNTED 1000mm A.F.F.L.
- 12 — FITTING MOUNTED 1200mm A.F.F.L.
- 18 — FITTING MOUNTED 1800mm A.F.F.L.
- TELEPHONE OUTLET (TELSTRA OR EQUIV.)
- DATA OUTLET
- DISTRIBUTION SWITCHBOARD. COMPLETE WITH CHILD PROOF LOCKING CATCH AND RESIDUAL CURRENT DEVICE
- HWS — HOT WATER UNIT. TEMERIT 10 (250LTR)
- HD — HAND DRYER. (PC DONALD ENG.)
- 200mm DIA EXHAUST FAN DUCTED THRU VENT PIPE TO OUTSIDE AIR.

NOTE:
FLOOR SERVICE PIT WALLS
PROVIDE RECESSED FLUORESCENT LIGHTING ALONG BOTH SIDES. LIGHTING FULL LENGTH OF PIT WALLS.
WATER AND SPARK PROOF FITTINGS SUITABLE FOR HAZARDOUS AREAS.
REFER TO SECTION THRU SERVICE PIT.

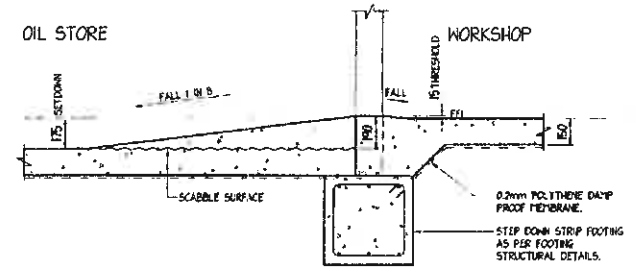
OFFICE G.P.O's: EASTWASTE TO CONFIRM ALL LOCATIONS OF GPO's, TELEPHONE & DATA POINTS WITH BUILDER.

EXTERNAL FLOODLIGHTS: TO BE MOUNTED TO NEW BUILDINGS TO LIGHT UP EXTERNAL YARD AREA. ALL FLOODLIGHTS TO BE ON THE SAME TIMER.

LOCATION OF SWITCHING INDICATIVE TO LAYOUT LOCATIONS TO BE 300mm MIN FROM ARCHITRAVES. CONTRACTOR SHALL ALLOW FOR THE RE-POSITIONING OF ANY FIXTURE OR FITTING AS DESIGNED BY SITE FOREMAN TO WITHIN 500mm RADIUS OF LOCATION MARKED ON DRAWINGS. GENERALLY GPO'S NOMINATED SHALL BE MOUNTED AT SKIRTING LEVEL UNLESS NOTED OTHERWISE.



SECTION B1-B (A2)
SCALE = 1:50



RAMP UP AT R/DOOR OPENING.
DETAIL D4 (A4)
SCALE = 1:20

BUILDING 1: WORKSHOP

0 1000 2000 3000 4000 5000 10000mm
SCALE 1:100
0 500 1000 1500 2000 2500 5000mm
SCALE 1:50

REV.	DATE	DESCRIPTION
5.	03.05.2004	GPO'S ADDED & DELETED, NOTES CHANGED.
4.	26.02.2004	LIGHTING LAYOUT ALTERED. ELECTRICAL LAYOUT ADDED.
3.	19.01.2004	FLOOR LEVELS REVISED
2.	23-12-2003	ISSUED FOR CLIENT APPROVAL

MANUELE ENGINEERS
STRUCTURAL AND MECHANICAL ENGINEERS
18 BAINES TERRACE, CLOVELLY PARK 5042
Ph. (08) 8374 1880
FAX (08) 8374 1885
ACN 007 787 186

Bryant Concepts
BUILDING DESIGNERS & ENGINEERS
Bryant Concepts Pty. Ltd. Unit 7, 26-30, The Parade West, Kent Town S.A. 5067
Telephone (08) 8362 8360 Fax (08) 8362 8390 A.B.N.58058222950
Email: BryantC@adelaide.on.net

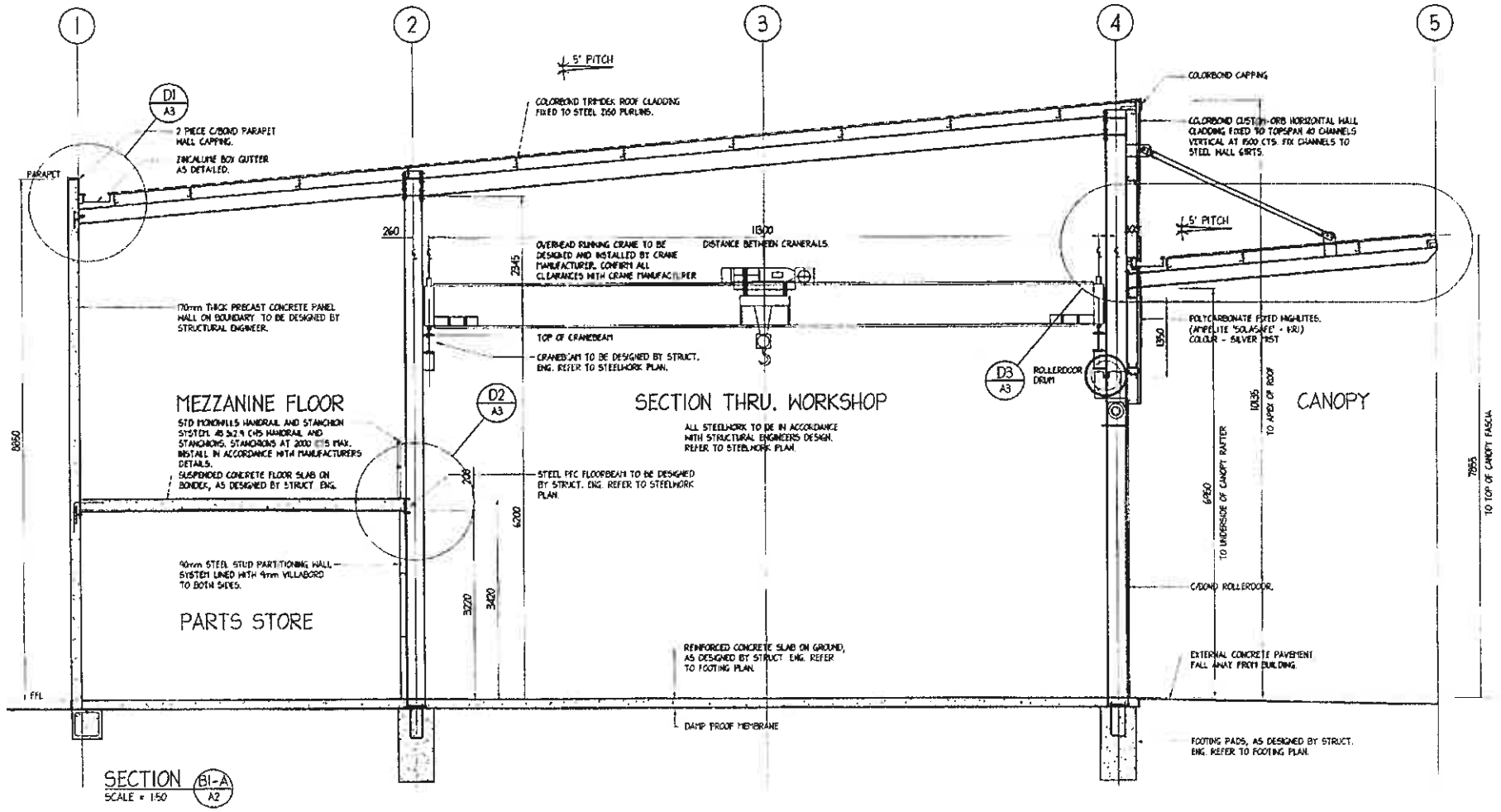
JOHN C. BRYANT FRDA
building designers association of South Australia Inc

DRAWING STATUS / APPROVAL LISTING
NOT FOR CONSTRUCTION
☐ CLIENT APPROVAL
☐ PLANNING CONSENT
☐ BUILDING RULES
☐ PRIVATE CERT
FOR CONSTRUCTION
☐ FULL APPROVAL

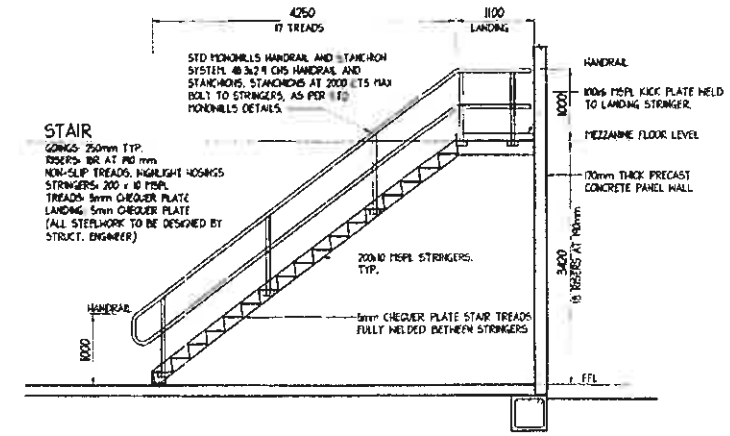
DRAWN
CHECKED
COPYRIGHT ©
THESE DRAWINGS ARE COPYRIGHT AND REMAIN THE EXCLUSIVE PROPERTY OF BRYANT CONCEPTS PTY LTD. ALL RIGHTS RESERVED. REPRODUCTION WITHOUT WRITTEN PERMISSION IS PROHIBITED

TITLE	SECTION, LIGHTING LAYOUT AND DETAILS.
CLIENT	MANUELE ENGINEERS
PROJECT	PROPOSED WORKSHOP, OFFICE & TRUCKWASH FOR EAST WASTE DEPOT
ADDRESS	LOT 24, DP 45437, HD OF PT ADELAIDE TEMPLE COURT, OTTOWAY SA
JOB No.	02-496
SCALES	AS SHOWN
DATE	28/01/2002
CAD FILE	MDPLAN
SHEET No.	A4 OF 3
REV	3

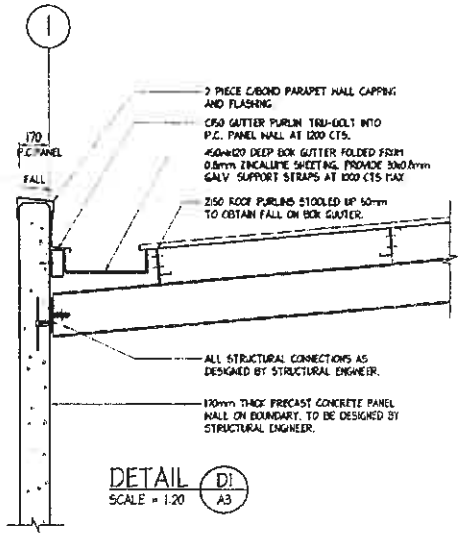
FIGURED DIMENSIONS SHALL TAKE PREFERENCE OVER SCALED DRAWINGS. CONTRACTORS SHALL VERIFY ALL DIMENSIONS BEFORE COMMENCING.



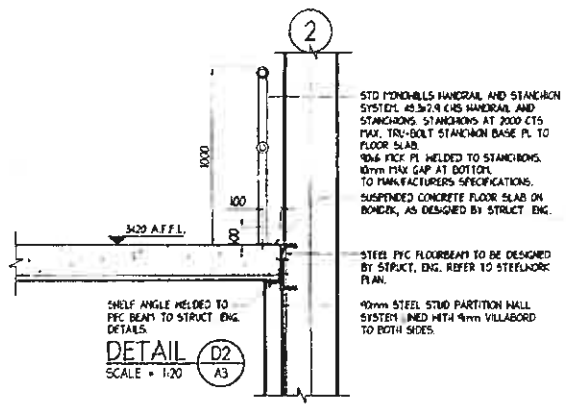
SECTION (B1-A A2)
SCALE = 1:50



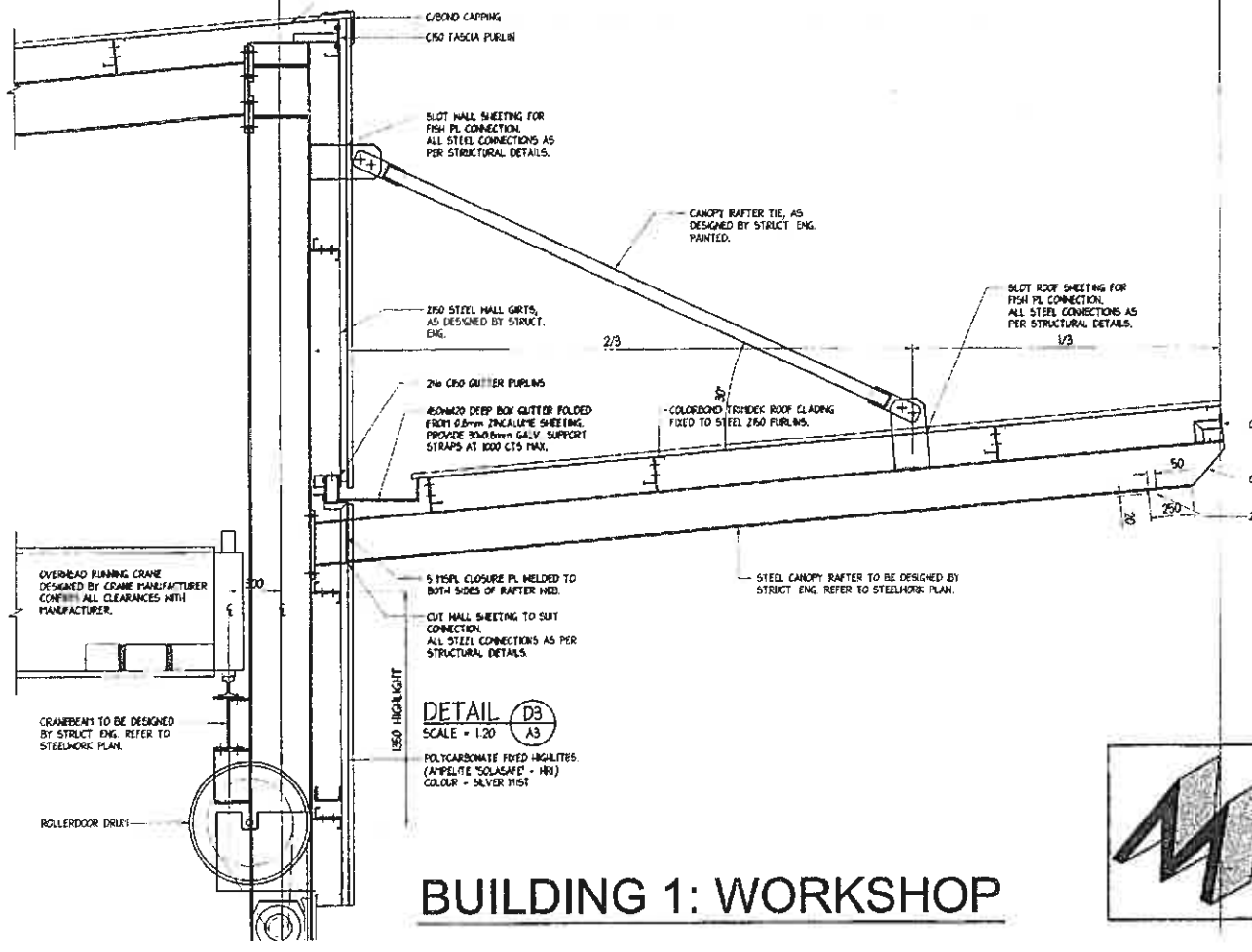
STAIR ELEVATION
SCALE = 1:50



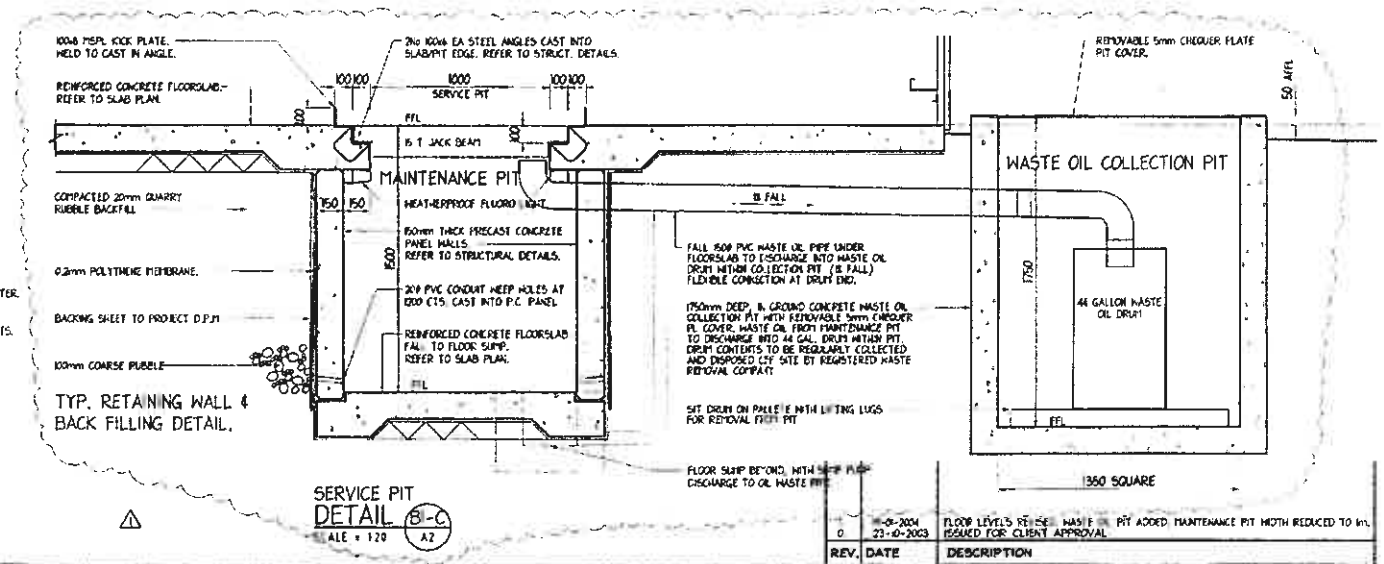
DETAIL (D1 A3)
SCALE = 1:20



DETAIL (D2 A3)
SCALE = 1:20



DETAIL (D3 A3)
SCALE = 1:20



TYP. RETAINING WALL & BACK FILLING DETAIL.

SERVICE PIT DETAIL (B1-C A2)
SCALE = 1:20

REV.	DATE	DESCRIPTION
1	15-8-2004	FLOOR LEVELS REVISED. WASTE OIL PIT ADDED. MAINTENANCE PIT WIDTH REDUCED TO 1m.
0	23-10-2003	ISSUED FOR CLIENT APPROVAL

MANUELE ENGINEERS
STRUCTURAL AND MECHANICAL ENGINEERS
18 BAILEY TERRACE, CLOVELLY PARK 5042
PH (08) 8374 1685
FAX (08) 8374 1683
ACN 007 769 186

Bryant Concepts
BUILDING DESIGNERS & ENGINEERS
Bryant Concepts Pty. Ltd. Unit 7, 26-30, The Parade West, Kent Town S.A. 5067
Telephone (08) 8362 8960 Fax (08) 8362 8890 A.B.N. 83058222950
Email. BryantC@adelaide.on.net

JOHN C. BRYANT FIEAust
Building designers association of South Australia Inc.

DRAWING STATUS
APPROVAL LISTED
NOT FOR CONSTRUCTION
- CLIENT APPROVAL
- PLANNING CONSENT
- BUILDING RULES
- PRIVATE CERT

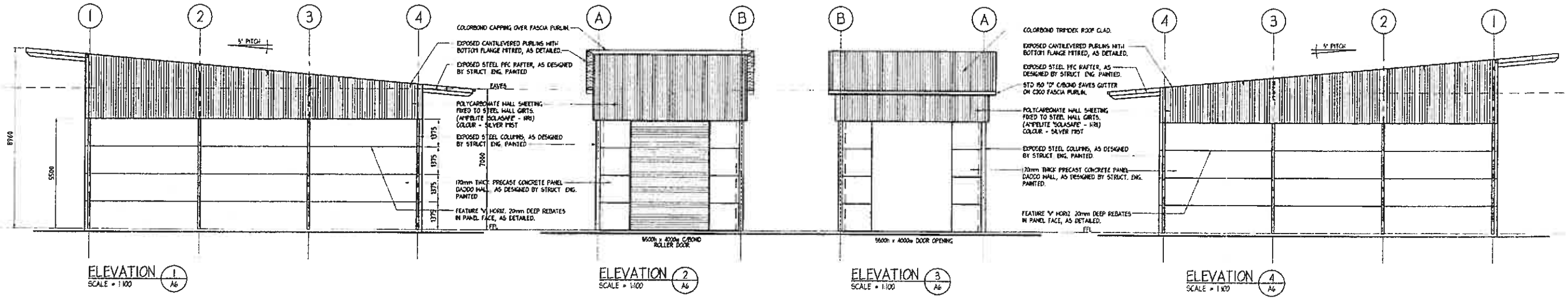
FOR CONSTRUCTION
- FULL APPROVAL

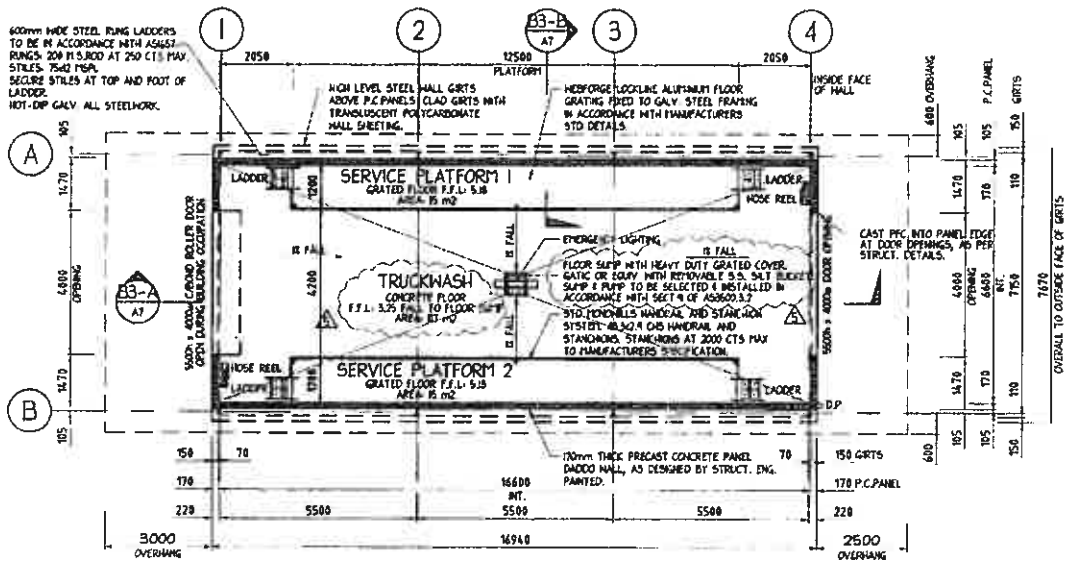
DRAWN
CHECKED

COPYRIGHT (C)
THESE DRAWINGS ARE COPYRIGHT AND REMAIN THE EXCLUSIVE PROPERTY OF BRYANT CONCEPTS PTY. LTD.
ALL RIGHTS RESERVED
REPRODUCTION WITHOUT WRITTEN PERMISSION IS PROHIBITED

TITLE: SECTION AND DETAILS.
JOB No: 02-496
CLIENT: MANUELE ENGINEERS
SCALE: AS SHOWN
PROJECT: PROPOSED WORKSHOP, OFFICE & TRUCKWASH FOR EAST WASTE DEPOT
DATE: 28/01/2002
ADDRESS: LOT 24, DP 45437, HD OF PT. ADELAIDE TEMPLE COURT, OTTOWAY SA
CAD FILE: HOPLAN
FIGURED DIMENSIONS SHALL TAKE PREFERENCE OVER SCALED DRAWINGS. CONTRACTORS SHALL VERIFY ALL DIMENSIONS BEFORE COMMENCING.
SHEET No: A3 OF
REV: 1

BUILDING 1: WORKSHOP



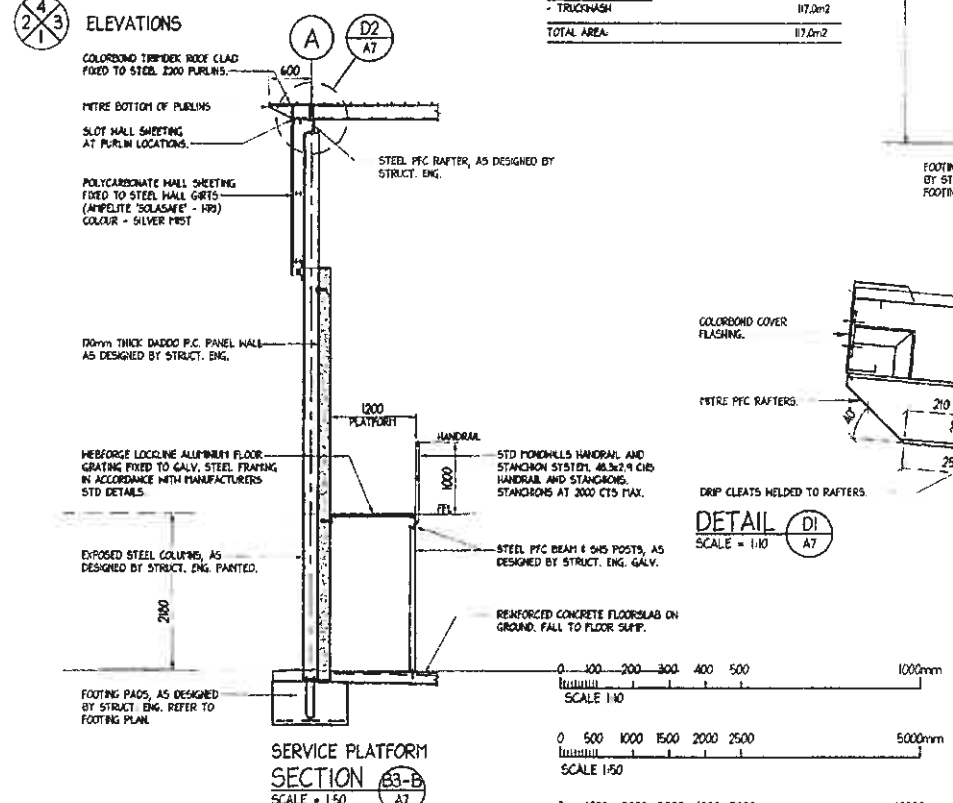


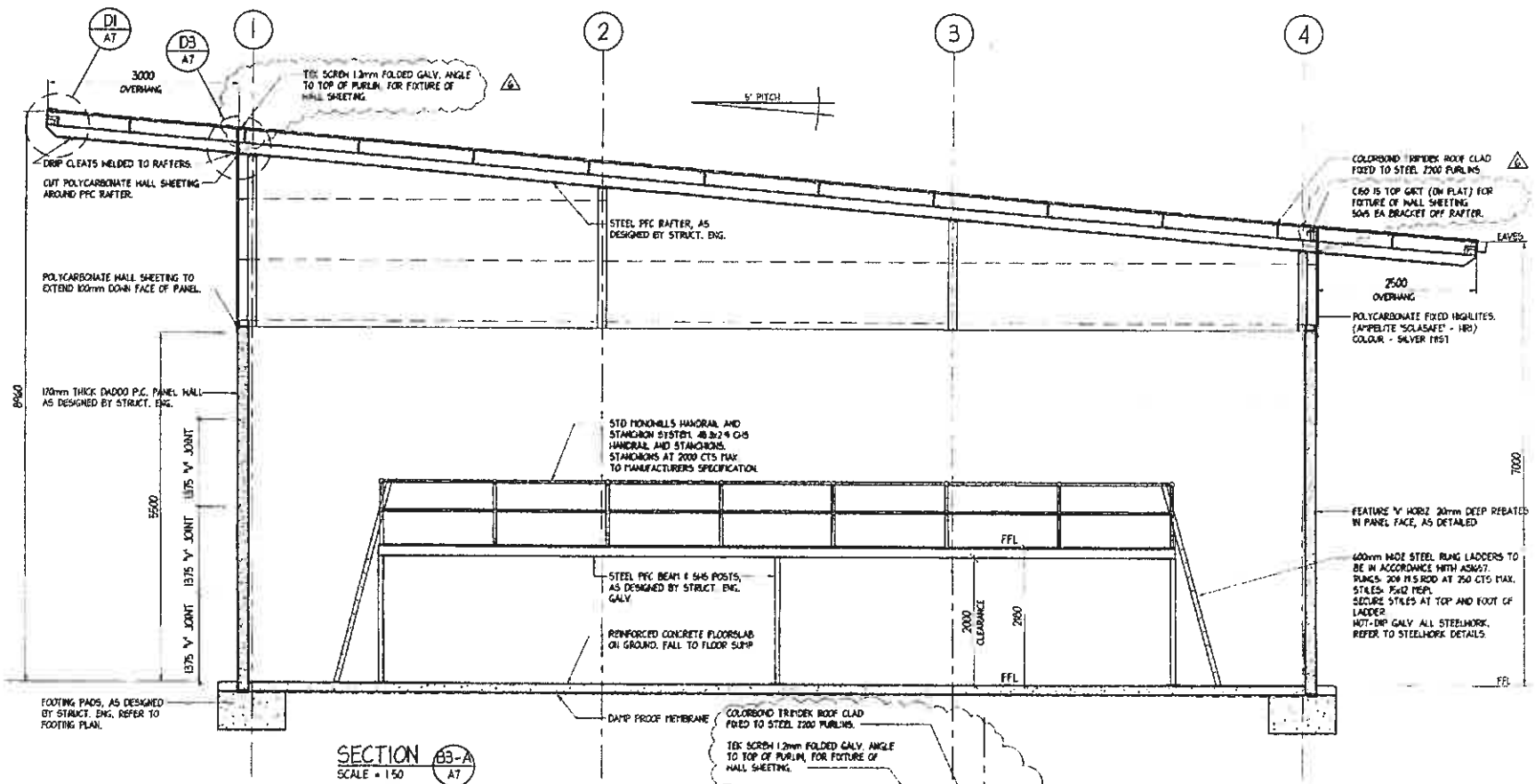
TRUCKWASH: FLOOR PLAN

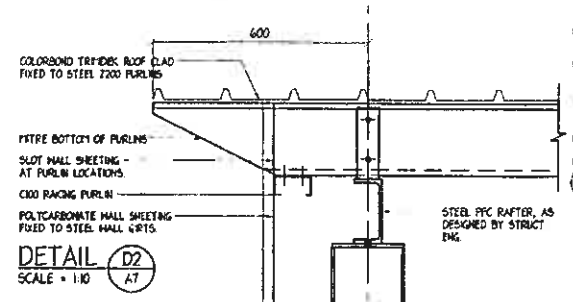
SCALE 1:100

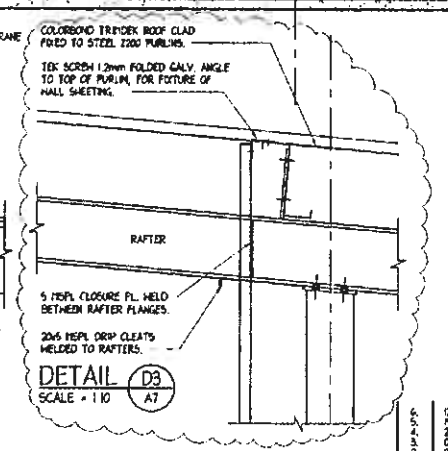
BUILDING AREAS:

PROPOSED BUILDING %	
- TRUCKWASH	117.0m2
TOTAL AREA:	117.0m2









BUILDING 3: TRUCK WASH

REV.	DATE	DESCRIPTION
6.	12.02.2004	90 DEG ANGLE AND TOP GIRT ADDED FOR CLADDING FIXTURE, AS CLOUDED.
5.	19.01.2004	FLOOR LEVEL REVISED, SUMP NOTE ADDED.
4.	27.10.03	BUILDING RE-DESIGNED, COLUMNS MOVED EXTERNAL
3.	05.21.03	REVISED TO INCLUDE SERVICE PLATFORMS AND EXTENDED EAVES
2.	28.04.03	ISSUED FOR CONSTRUCTION
1.	04.04.03	ISSUED FOR CLIENT APPROVAL
0.	28.01.03	ISSUED FOR CLIENT APPROVAL

MANUELE ENGINEERS
STRUCTURAL AND MECHANICAL ENGINEERS
18 BRUNY TERRACE, GLENELG PARK 5045
PH (08) 8374 1320 FAX (08) 8376 1903
ACN 007 797 186

Bryant Concepts
BUILDING DESIGNERS & ENGINEERS
Bryant Concepts Pty. Ltd. Unit 7, 24-30, The Parade West, Kent Town S.A. 5067
Telephone (08) 8362 8866 Fax (08) 8362 8890 A.B.N 80058222950
Email: BryantC@adelaide.on.net

JOHN C. BRYANT FRDIA.
building designers association of South Australia Inc.

DRAWING STATUS
APPROVAL LISTING
NOT FOR CONSTRUCTION
- CLIENT APPROVAL
- PLANNING CONSENT
- BUILDING RULES
- PRIVATE CERT.

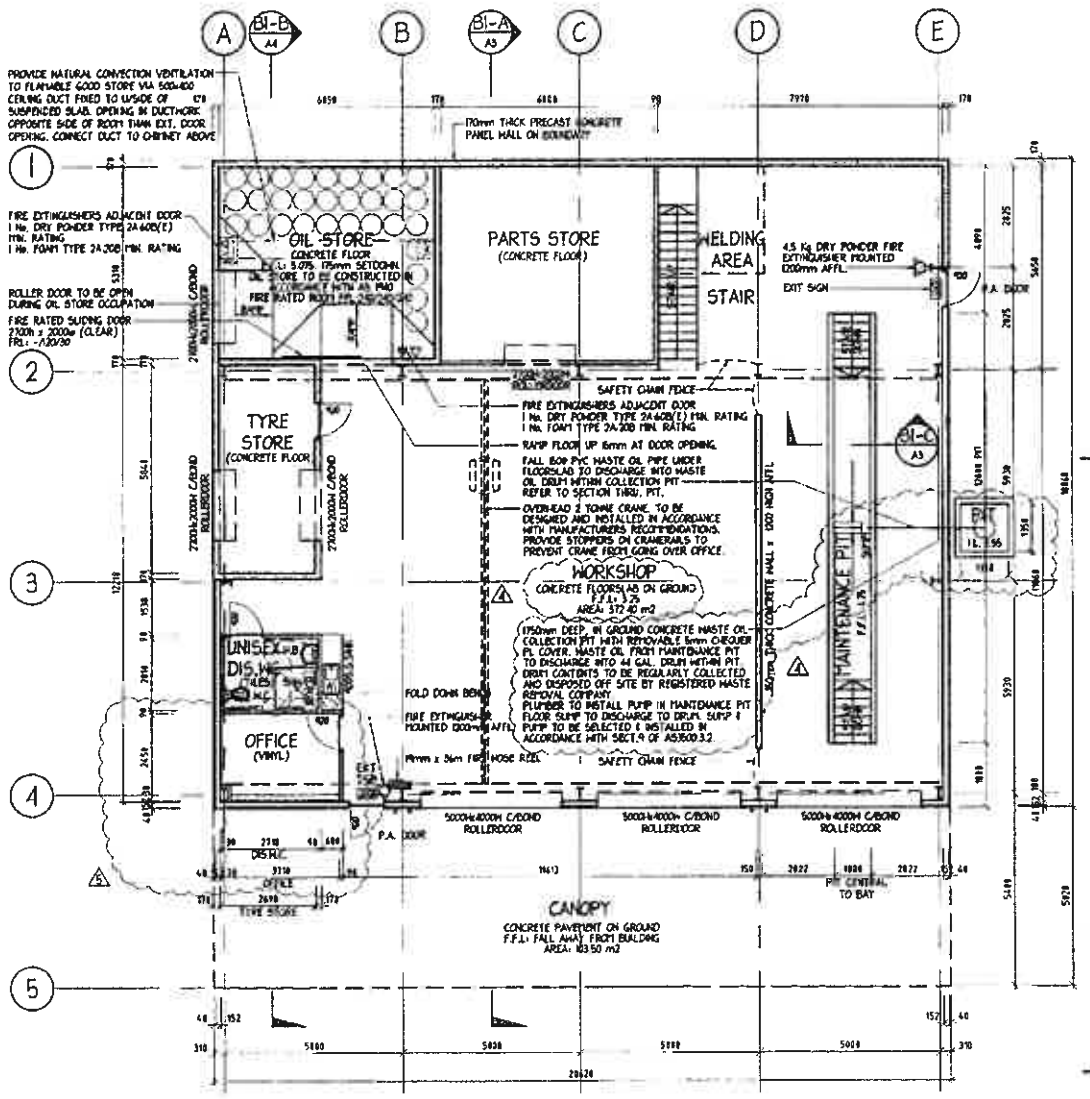
FOR CONSTRUCTION
- FULL APPROVAL

DRAWN
CHECKED

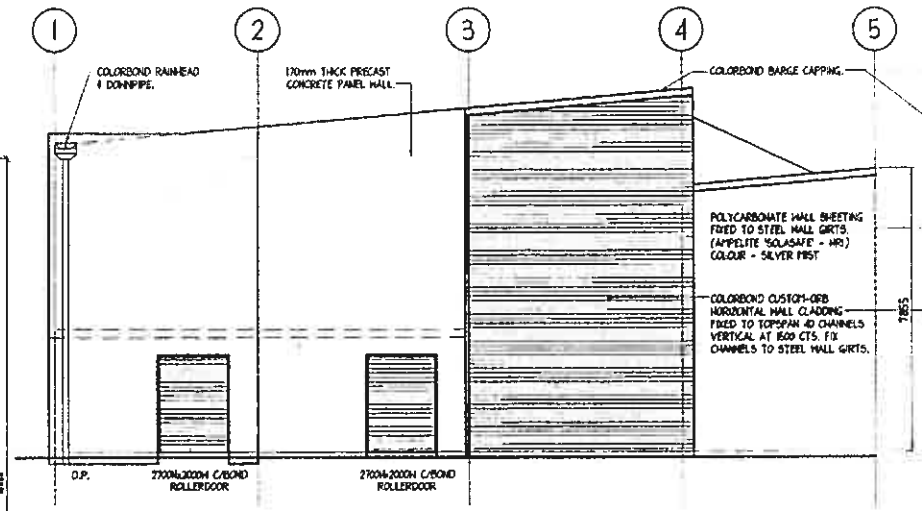
COPYRIGHT ©
THESE DRAWINGS ARE COPYRIGHT AND REMAIN THE EXCLUSIVE PROPERTY OF BRYANT CONCEPTS PTY. LTD
ALL RIGHTS RESERVED
REPRODUCTION WITHOUT WRITTEN PERMISSION IS PROHIBITED

TITLE	FLOOR PLANS, ELEVATIONS, SECTION & DETAILS.
JOB No.	02-496
CLIENT	MANUELE ENGINEERS
SCALES	AS SHOWN
PROJECT	PROPOSED WORKSHOP, OFFICE & TRUCKWASH FOR EAST WASTE DEPOT.
DATE	28/01/2002
ADDRESS	LOT 24, DP 45437, HD OF PT ADELAIDE TEMPLE COURT, OTTOWAY SA
CAD FILE	HOPLAN
SHEET No.	A7 OF
REV.	6

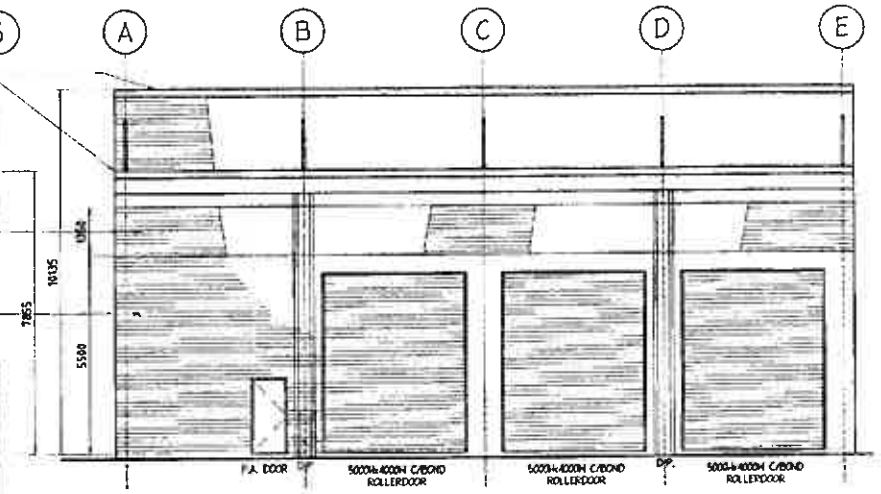
FIGURED DIMENSIONS SHALL TAKE PREFERENCE OVER SCALED DRAWINGS. CONTRACTORS SHALL VERIFY ALL DIMENSIONS BEFORE COMMENCING.



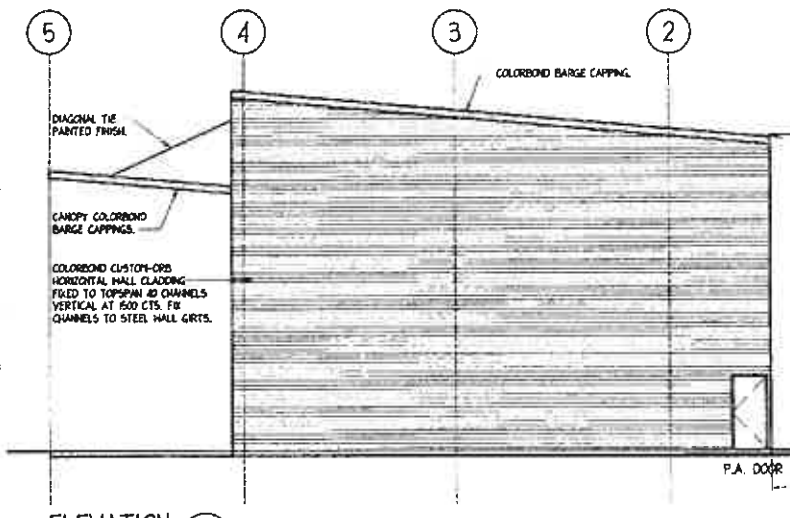
WORKSHOP: FLOOR PLAN
SCALE 1:100



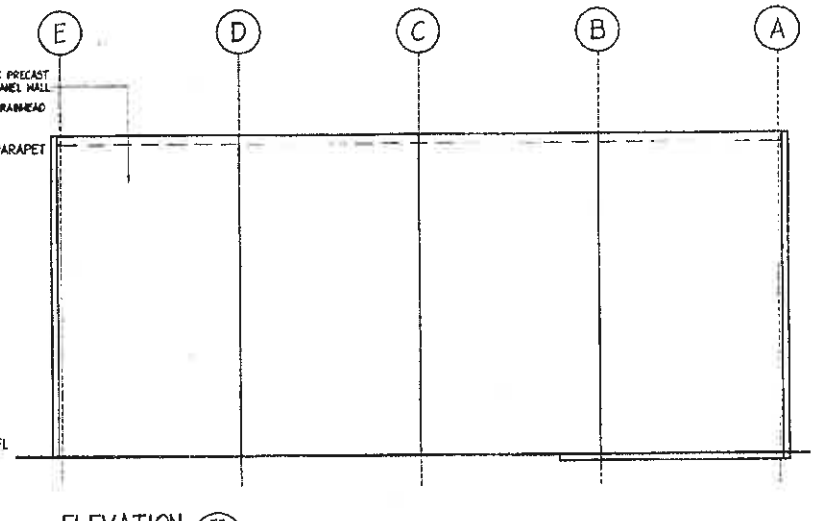
ELEVATION E2 A2
SCALE = 1:100



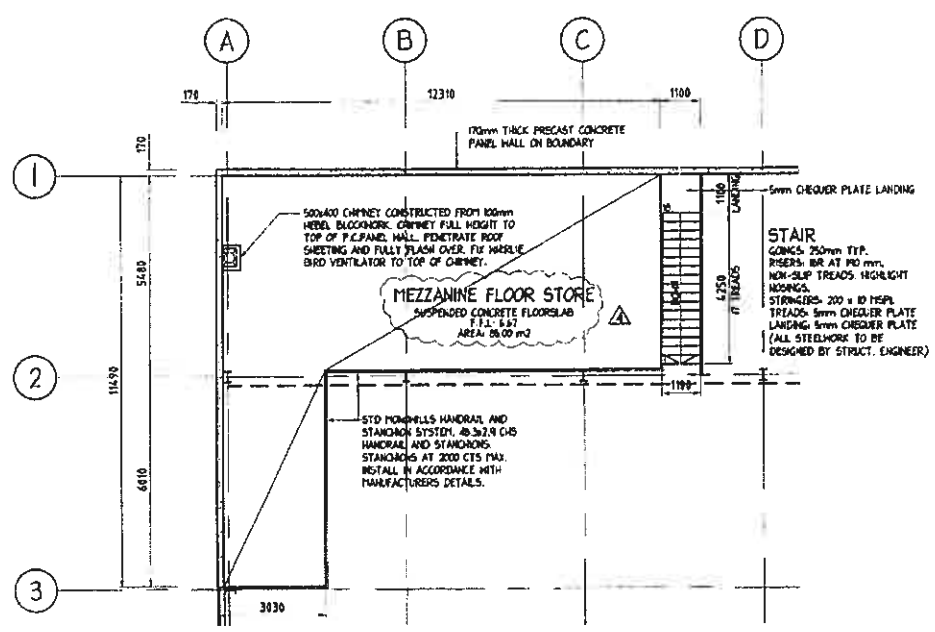
ELEVATION E1 A2
SCALE = 1:100



ELEVATION E4 A2
SCALE = 1:100



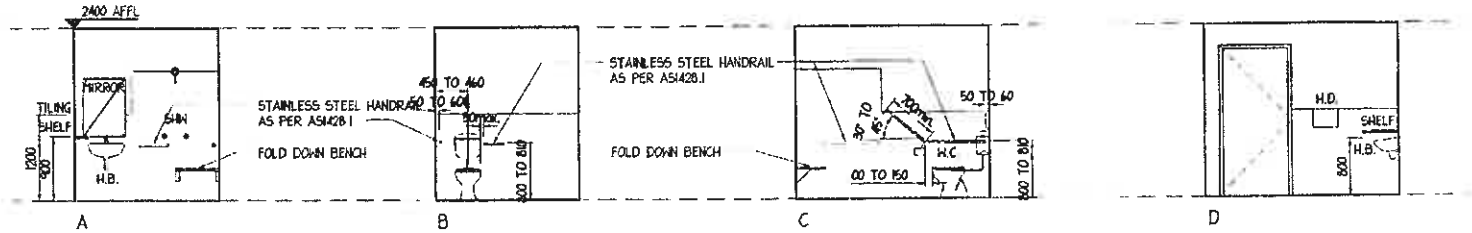
ELEVATION E3 A2
SCALE = 1:100



WORKSHOP: MEZZANINE FLOOR PLAN
SCALE 1:100

NOTES:

1. ALL RELEVANT AUSTRALIAN STANDARDS REFERRED TO SHALL BE IN STRICT ACCORDANCE WITH THE VERSION LISTED WITHIN THE SPECIFICATION AS OF THE B.C.A. - 1996
2. ALL P.A. DOORS TO BE SOLID CORE/COLORBOND CLAD EXTERNAL WITH ESCAPE LATCHES IN ACCORDANCE WITH B.C.A. D2.21.
3. ALL DOOR THRESHOLDS TO HAVE NO STEP IN ACCORDANCE WITH AS1428.1
4. ALL EXIT SIGNS TO BE NON WATERPROOF FLUORESCENT (MAINTAINED) EXIT LIGHTS INSTALLED TO AS2293.3.
5. EXIT LIGHTS IN HIGH CORROSIVE ENVIRONMENTS TO BE IP65 (1x5W) SINGLE SIDED EXIT LIGHT TO AS2293
6. EMERGENCY LIGHTING TO CONSIST OF 20mA FUSED (MAINTAINED) FLUORESCENT LIGHT FITTINGS WITH FIXED MESH GUARDS AND WITH EM-HIT INSTALLED TO AS/NZS 2293.1.
7. BUILDER TO PROVIDE PORTABLE FIRE EXTINGUISHER IN SITE SHED FOR DURATION OF CONSTRUCTION.
8. DISABLED WC LAYOUT TO BE IN ACCORDANCE WITH AS1428.1
9. WET AREA DETAILS TO BE IN ACCORDANCE WITH BCA-5A FL7 AND MINISTERS SPECIFICATION SA FL7
10. PROVIDE 19x 19mm x 36M FIRE HOSE REEL IN LOCATION SHOWN & INSTALLED TO AS2441.
11. PROVIDE 9kg 4.5kg DRY POWDER TYPE FIRE EXTINGUISHER OF 40B(E) RATING ADJACENT FIRE HOSE REEL & INSTALLED TO AS2444.
12. PROVIDE CLEAR AND LEGIBLE SIGNS TO ALL FACILITIES FOR THE DISABLED INCORPORATING THE INTERNATIONAL SYMBOL OF ACCESS IN ACCORDANCE WITH B.C.A. D3.6 AND AS 1428.1
13. NON MECHANICAL AIR CONDITIONING SYSTEM TO BE SUPPLIED & INSTALLED IN ACCORDANCE WITH AS4668 & MECHANICAL VENTILATION SHALL BE PROVIDED TO TOILET WHERE NATURAL VENTILATION IS NOT PROVIDED.
14. AUTOMATIC SLIDING DOORS MUST BE OPENABLE UNDER A FORCE NOT EXCEEDING 110 NEWTONS & MUST MANUALLY OPEN UNDER A POWER FAILURE.
15. PROVIDE SIGNAGE AT THE INACCESSIBLE ENTRANCES DIRECTING PEOPLE WITH DISABILITIES TO ACCESSIBLE ENTRIES.
16. STAIRS SHALL BE CONSTRUCTED AS DETAILED & COMPLY WITH A.S. 1170.1 PART LOADING CODE Part 1 & AS PER B.C.A. RISERS STAIRS IN PUBLIC PLACES ONLY SHALL HAVE HANDRAILS TO BOTH SIDES & EXTENDING 300mm PAST THE ENDS OF STAIR. ALSO PROVISION OF RAISED DOME BUTTONS TO END OF HANDRAILS IN ACCORDANCE WITH BCA & AS.1428.
17. PROVIDE A 1200mm HIGH SHELF OF SUITABLE SIZE TO DISABLED W.C'S TO COMPLY WITH AS 1428.1 (10.4.2)
18. GLAZING TO BE SELECTED & INSTALLED IN ACCORDANCE WITH AS1288 OR AS2047 AS APPROPRIATE.
19. ALL WORK SHALL COMPLY WITH THE REQUIREMENTS OF AS 3660.1 (TERMITE MANAGEMENT - NEW BUILDING WORK.)



UNISEX / DISABLED W.C. ELEVATIONS
SCALE = 1:50

BUILDING AREAS:

PROPOSED BUILDING 5	
- WORKSHOP	372.40m2
- MEZZANINE FLOOR STORE	28.00m2
- CANOPY	108.50m2
TOTAL AREA=	560.90m2

BUILDING 1: WORKSHOP

REV.	DATE	DESCRIPTION
5	25.02.2004	WORKSHOP OFFICE SIZE INCREASED
4.	19.01.2004	FLOOR LEVELS REVISED. WASTE OIL PIT ADDED. SHOWER ADDED TO DISABLED TOILET
3.	08.10.03	MAINTENANCE PIT WIDTH REDUCED TO 1m. SUMP NOTE ADDED
2.	26.04.03	PIT ADDED, INTERNAL ROOFS REVISED, LEAN-TO REMOVED
1.	04.04.03	ISSUED FOR CONSTRUCTION
0.	28.01.03	ISSUED FOR COUNCIL APPROVAL
		ISSUED FOR CLIENT APPROVAL

MANUELE ENGINEERS
STRUCTURAL AND MECHANICAL ENGINEERS
19 DRURY TERRACE, CLOVELLY PARK 5042
PH. (08) 8374 1066
FAX (08) 8374 1088
ACN 007 297 106

Bryant Concepts
BUILDING DESIGNERS & ENGINEERS
Bryant Concepts Pty. Ltd. Unit 7, 26-30, The Parade West, Kent Town S.A. 5067
Telephone (08) 8362 8560 Fax (08) 8362 8590 A.B.N.80518222950
Email: BryantC@adelaide.on.net

JOHN C BRYANT F.B.D.M.
building designers association of South Australia inc

DRAWING STATUS / APPROVAL LISTING
NOT FOR CONSTRUCTION
- ☐ CLIENT APPROVAL
- ☐ PLANNING CONSENT
- ☐ BUILDING RULES
- ☐ PRIVATE CERT.

FOR CONSTRUCTION
- ☐ FULL APPROVAL

DRAWN
CHECKED

COPYRIGHT ©
THESE DRAWINGS ARE COPYRIGHT AND REMAIN THE EXCLUSIVE PROPERTY OF BRYANT CONCEPTS PTY. LTD.
ALL RIGHTS RESERVED
REPRODUCTION WITHOUT WRITTEN PERMISSION IS PROHIBITED

TITLE FLOOR PLANS
JOB No. 02-496
CLIENT MANUELE ENGINEERS
SCALES AS SHOWN
PROJECT PROPOSED WORKSHOP, OFFICE & TRUCKWASH FOR EAST WASTE DEPOT.
DATE 28/01/2002
ADDRESS LOT 24, DP 45437, HD OF PT. ADELAIDE TEMPLE COURT, OTTOWAY SA
CAD FILE WDPLAN
FIGURED DIMENSIONS SHALL TAKE PREFERENCE OVER SCALED DRAWINGS CONTRACTORS SHALL VERIFY ALL DIMENSIONS BEFORE COMMENCING.
SHEET No. A2 OF
REV 5.

0 1000 2000 3000 4000 5000 10000mm
SCALE 1:100

TEMPLE COURT

EXISTING Brick Building

Verandah

EXIST. Office

EXIST. Pergola

EXISTING LUNCHROOM TO BE RELOCATED

Lunchroom

AirCon 400ø

Top Grate 2.76

Top Grate 2.65

Top Grate 2.59

TBM GI Nail in Bit RL 3.14

TAP NEW S.W. PIPE INTO EXISTING STREET STORMWATER SYSTEM, IN ACCORDANCE WITH COUNCIL REGULATIONS. STORMWATER CONTRACTOR TO NOTIFY COUNCIL OF TAPPING INTO STREET STORMWATER MAIN.

CUT EXISTING PAVEMENT ALONG FENCE LINE TO MAKE A 1m WIDE LANDSCAPING STRIP TO EACH SIDE OF FENCE. REMOVE ALL WASTE FROM SITE.

NEW 2400mm HIGH CHAINWIRE MESH SECURITY FENCE WITH 3 ROWS OF BARBED WIRE ON TOP.

EXIST. FENCE

225ø N.C. STORMWATER PIPE

STC-2 INLET/OUTLET TO BE INSTALLED TO MANUFACTURER'S SPECIFICATION.

NEW KERB AND WATERTABLE

NEW 900 SQ. CONCRETE STORMWATER PIT WITH HEAVY DUTY GRATED COVER (UNLESS OTHERWISE NOTED) SPOON DRAIN. MAKE GOOD EXISTING PAVEMENT.

EXISTING CHAINWIRE MESH FENCE TO BE REMOVED

NEW KERB

NEW 1000 WIDE SWING GATE TO MATCH TUBULAR FENCING

NEW TUBULAR FENCING

EXISTING CHAINWIRE MESH FENCE TO BE REMOVED

EXISTING CONCRETE PAVING

PROPOSED TRUCKWASH

F.F.L. 3.25

TRUCK PARKING BAYS

NEW CONCRETE KERB AND WATERTABLE TO FALL TO NEW STORMWATER PIT

INSTALL NEW STORMWATER PIPE IN NEW LANDSCAPING STRIP FROM STORMWATER PITS TO STORMCEPTOR THEN DISCHARGE TO EXISTING STREET STORMWATER SYSTEM.

NEW CROSSOVER

TAP NEW S.W. PIPE INTO EXISTING STREET STORMWATER SYSTEM, IN ACCORDANCE WITH COUNCIL REGULATIONS. STORMWATER CONTRACTOR TO NOTIFY COUNCIL OF TAPPING INTO STREET STORMWATER MAIN.

NEW OFFICE

F.F.L. 3.25

VERANDAH

VISITORS CARPARK

CARPARKS

RAMP CARPARK & VERANDAH PAVE TO OFFICE ENTRANCE AT 1:14 MAX GRADIENT FOR DISABLED ACCESS. VERANDAH PAVE TO BE LEVEL WITH NO STEP AT DOOR THRESHOLD.

EXISTING CHAINWIRE MESH FENCE TO BE REMOVED

EXIST. Shed

EXISTING NORFOLK ISLAND PINE TREE TO REMAIN

NEW SEALED PAVEMENT

NEW SURFACE LEVELS CREATED TO FALL TOWARDS EXISTING SPOON DRAINS

DOUBLE GATES TO LUNCHROOM

NEW VERANDAH F.F.L. 3.40

RELOCATED LUNCHROOM

CARPARKS

EXISTING CHAINWIRE MESH FENCE TO REMAIN

EXTEND EXISTING SPOON DRAIN AS SHOWN

WASTE OIL PIT

1750mm DEEP, IN GROUND CONCRETE WASTE OIL COLLECTION PIT WITH REMOVABLE 5mm CHECKER PL. WASTE OIL FROM MAINTENANCE PIT TO DISCHARGE INTO 44 GAL. DRUMS IN PIT. DRUM CONTENTS TO BE REGULARLY COLLECTED AND DISPOSED OF BY A REGISTERED WASTE REMOVAL CONTRACTOR. REFER DETAIL.

CANOPY

PROPOSED WORKSHOP

F.F.L. 3.25

ELECTRICAL SUBSTD

ELECTRICAL & DATA NOTES:
TELECOMMUNICATIONS SERVICES SHALL HAVE 450mm COVER IN SERVICE TRENCH.
ELECTRICAL SERVICE SHALL HAVE 1000mm COVER IN SERVICE TRENCH.
BUILDER TO CHECK WITH LOCAL & STATE AUTHORITIES FOR FINAL TRENCHING DEPTHS, CONDUIT POSITIONS & BACKFILL REQUIREMENTS.
BUILDER TO APPLY TO ETSA FOR NEW ELECTRICAL SERVICE CONNECTION AND CONNECTION LOCATION.

SITE PLAN
SCALE 1 : 250

0 2500 5000 7500 10000 12500 25000mm
SCALE 1:250

BUILDING AREAS:

PROPOSED BUILDING 1:	
– WORKSHOP	372.40m2
– MEZZANINE FLOOR STORE	85.00m2
– CANOPY	103.50m2
TOTAL AREA:	560.90m2
PROPOSED BUILDING 2:	
– OFFICE GROUND FLOOR	
– OFFICE FIRST FLOOR	
TOTAL AREA:	193.00m2
PROPOSED BUILDING 3:	
– TRUCKWASH	117m2
TOTAL PROPOSED BUILDING AREA: BLDG 1+2+3	870.90m2
SITE AREA:	15,260m2
EXISTING BUILDING ON SITE:	470.70m2
TOTAL BUILDING AREA ON SITE:	1341.60m2

SCHEDULE OF TREES AND SHRUBS

NAME		HEIGHT
1. RED IRONBARK		10.0 m AND ABOVE
2. SA BLUE GUM		10.0 m AND ABOVE
3. GUM-BARKED COOLIBAH		10.0 m AND ABOVE
4. RIVER SHEOAK		10.0 m AND ABOVE
5. SMOOTH-BARKED APPLE	*	10.0 m AND ABOVE
6. QUEENSLAND BRUSHBOX		5.0 TO 10.0 m
7. NATIVE FRANGIPANI	*	5.0 TO 10.0 m
8. CORAL GUM		5.0 TO 10.0 m
9. TALL WEEPING BOTTLEBRUSH	*	5.0 TO 10.0 m
10. PINK-TIPS BOTTLEBRUSH		5.0 TO 10.0 m
11. GAWLER BOTTLEBRUSH	*	5.0 TO 10.0 m
12. YELLOW-MYRTLE		5.0 TO 10.0 m
13. SWAMP WATTLE		5.0 TO 10.0 m
14. WEEPING MYALL		5.0 TO 10.0 m
15. LARGE FRUITED SA BLUE GUM	*	5.0 TO 10.0 m
16. SWAMP MALLEE		5.5 TO 6.0 m
17. FUSCIA GUM		5.5 TO 6.0 m
18. SA RED BOTTLE BRUSH	*	4.5 TO 6.0 m
19. YELLOW FLOWERED HONEY MYRTLE	*	4.5 TO 6.0 m
20. DRYLAND TEA-TREE		2.0 TO 4.0 m
21. SWAMP PAPERBARK		2.0 TO 4.0 m
22. HALLOWA		2.0 TO 4.0 m
23. SILVER-MULGA		2.0 TO 4.0 m
24. COASTAL ROSEMARY		2.0 TO 4.0 m
25. FLINDERS RANGE WATTLE	*	2.0 TO 4.0 m
26. RED THROAT HIBISCUS	*	2.0 TO 4.0 m
27. SILVER BOOBIALLA		0.5 TO 2.0 m
28. NARROW-BELL CORREA	*	0.5 TO 2.0 m
29. STICKY HOPBUSH		0.5 TO 2.0 m
30. WHITE CORREA		0.5 TO 2.0 m
31. STURT'S CASSIA	*	0.5 TO 2.0 m
32. NARROW-LEAF WATTLE		0.5 TO 2.0 m
33. CREEPING SALTBUSH		GROUNDCOVER
34. CREEPING BOOBIALLA		GROUNDCOVER
35. NATIVE LILAC	*	GROUNDCOVER
36. ROCK DAISY	*	GROUNDCOVER

* DENOTES FLOWERING SPECIES

INSTALL A MANUAL DRIP FEED AND POP UP LAWN SPRINKLER SYSTEM.

LEGEND

▲	TBM/Survey Trav Stn
○	Survey Peg
●	Survey Reference Mark
	Tree
	Electric Light Pole
LP Boss	Light Pole Base only
TP	Telecom Pit
SW	Stormwater Pit
	Stormwater Grated Pit
	Electricity Box
E	Electricity Pit
S	Sewer Pit
SV	Sewer Vent
SP	Sewer Inspection Point
UC	Pit-Unclassified
	Water Meter
	Tap
	Pole/Bollard
	Stopcock

REV.	DATE	DESCRIPTION
G.	04.09.2004	FIBRE OPTIC DATA & ELECTRICAL SERVICE TRENCH ADDED.
F.	17.02.2004	STORMWATER SURFACE FALLS SHOWN, NOTES ADDED.
E.	14.01.2004	FLOOR LEVELS REVISED. STORMWATER SYSTEM ADDED, STORMCEPTOR ADDED
D.	05.10.03	CARPARKING, FENCES AND LANDSCAPING ADDED
C.	04.04.03	ISSUED FOR COUNCIL APPROVAL
B.	17.12.2002	PROPOSED WORKSHOP ROTATED & MOVED TO S-E BOUNDARY
A.	3.12.2002	ISSUED TO CLIENT FOR APPROVAL

MANUELE ENGINEERS
STRUCTURAL AND MECHANICAL ENGINEERS
12 BRUNEY TERRACE, GLENELG PARK 5045
PH (08) 8376 1880
FAX (08) 8376 1885
ACN 007 797 186

Bryant Concepts
BUILDING DESIGNERS & ENGINEERS
Bryant Concepts Pty. Ltd. Unit 7, 26-30, The Parade West, Kent Town S.A. 5067
Telephone (08) 8362 8860 Fax (08) 8362 3890 A.B.N. 83058222950
Email: BryantC@adelaide.on.net

JOHN C. BRYANT FBDA
building designers association of South Australia Inc

DRAWING STATUS IN APPROVAL LISTING
NOT FOR CONSTRUCTION
- CLIENT APPROVAL
- PLANNING CONSENT
- BUILDING RULES
- PRIVATE CERT.

FOR CONSTRUCTION
- FULL APPROVAL

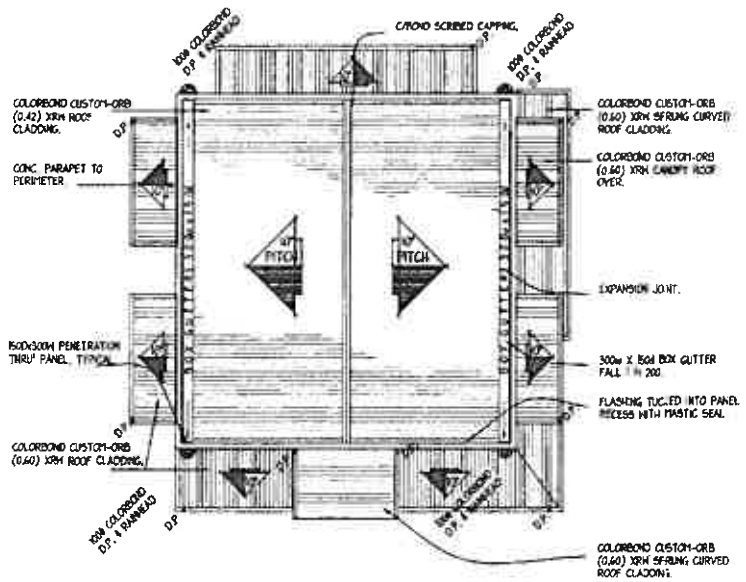
DRAWN
CHECKED

COPYRIGHT ©
THESE DRAWINGS ARE COPYRIGHT AND REMAIN THE EXCLUSIVE PROPERTY OF BRYANT CONCEPTS PTY. LTD. ALL RIGHTS RESERVED. REPRODUCTION WITHOUT WRITTEN PERMISSION IS PROHIBITED

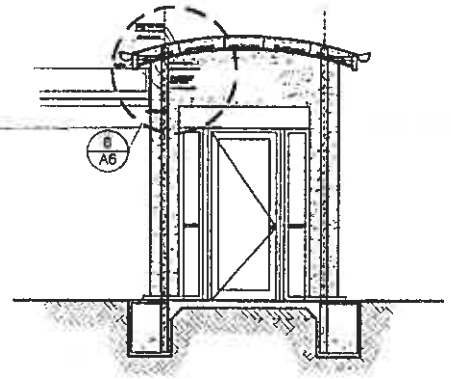
TITLE: SITE PLAN
CLIENT: MANUELE ENGINEERS
PROJECT: PROPOSED WORKSHOP, OFFICE & TRUCKWASH FOR EAST WASTE DEPOT
ADDRESS: LOT 24, DP 45437, HD OF PT. ADELAIDE TEMPLE COURT, OTTOWAY SA

JOB No: 02-496
SCALES: AS SHOWN
DATE: 10.12.2002
CAD FILE: 02-52 STE PLAN.dwg
SHEET No: A 00 – REV: 6.

FIGURED DIMENSIONS SHALL TAKE PREFERENCE OVER SCALED DRAWINGS. CONTRACTORS SHALL VERIFY ALL DIMENSIONS BEFORE COMMENCING.



ROOF PLAN
SCALE 1:100



SECTION Z
SCALE 1:50 A5

LIGHTING / ELECTRICAL LEGEND:

- 2 x 36w THORN FLUORESCENT SURFACE MOUNT DIFFUSED BATTEN (CBDN236H)
- HAZ — 2 x 36w THORN FLUORESCENT CLASS 1 ZONE 2 (HD236H)
- EM LIGHT — 1 x 36w EUROPROOF NON-MAINTAINED EMERGENCY FLUORESCENT (THORN NU136H)
- 1 x EXTERNAL IP65 SECURITY WALL LIGHT SURFACE MOUNTED 2400 A.F.L.
- SIMPLE BATTEN TYPE CEILING MOUNTED LIGHT WITH 60w INCANDESCENT GLOBE
- EXIT — 40W H/P FLUORESCENT MAINTAINED EXIT FITTING. (UNEXT105)
- EXTERIOR FLOOD LIGHT. (ON ADJUSTABLE TIMER WITH 2 TIME SLOTS)
- HIGHBAY 400W - METAL HALIDE WITH SAFETY CHAIN
- SINGLE 10A GENERAL PURPOSE OUTLET (G.P.O.)
- DOUBLE 10A G.P.O.
- AP — SINGLE EXTERIOR WEATHER PROTECTED 10A G.P.O.
- 3 — 3 PHASE OUTLET, 415 V. IP 56 FINNISH RATED
- LIGHT SWITCH
- 3 — FITTING MOUNTED 300mm A.F.F.L.
- 10 — FITTING MOUNTED 1000mm A.F.F.L.
- 12 — FITTING MOUNTED 1200mm A.F.F.L.
- 18 — FITTING MOUNTED 1800mm A.F.F.L.
- T — TELEPHONE OUTLET (TELSTRA OR EQUIV.)
- DATA OUTLET
- DISTRIBUTION SWITCHBOARD, COMPLETE WITH CHILD PROOF LOCKING CATCH AND RESIDUAL CURRENT DEVICE
- HWS — HOT WATER UNIT. "RHEEM 101 (250LTR)
- HD — HAND DRYER. (TO DONALD BFC.)
- 200mm DIA. EXHAUST FAN DUCTED THRU' VENT PIPE TO OUTSIDE AIR.

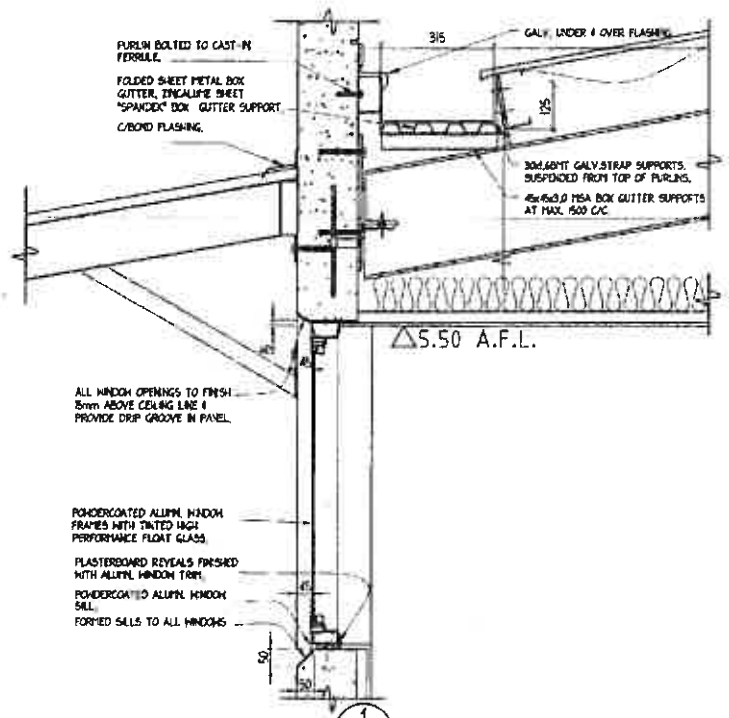
NOTE:

ELEVEL SERVICE PIT WALLS
PROVIDE RECESSED FLUORESCENT LIGHTING ALONG BOTH SIDES. LIGHTING FULL LENGTH OF PIT WALLS. WATER AND SPARK PROOF FITTINGS SUITABLE FOR HAZARDOUS AREAS. REFER TO SECTION THRU. SERVICE PIT.

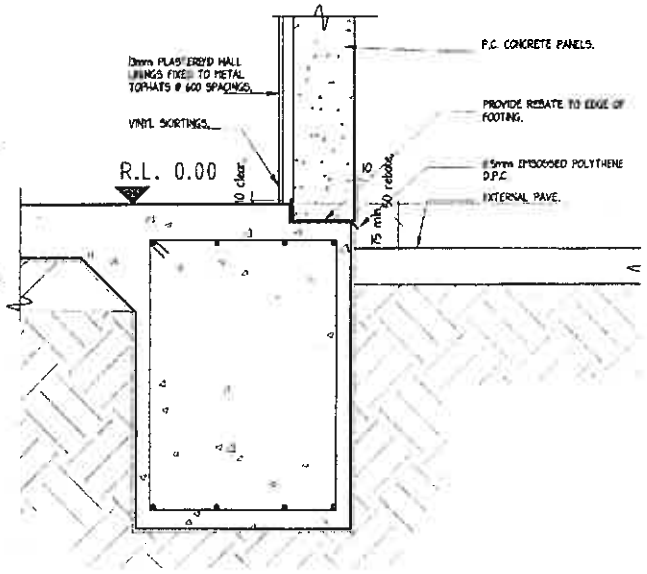
OFFICE G.P.O.s EASTWASTE TO CONFIRM ALL LOCATIONS OF GPO's, TELEPHONE & DATA POINTS WITH BUILDER.

EXTERNAL FLOODLIGHTS TO BE MOUNTED TO NEW BUILDINGS TO LIGHT UP EXTERNAL YARD AREA. ALL FLOODLIGHTS TO BE ON THE SAME TIMER.

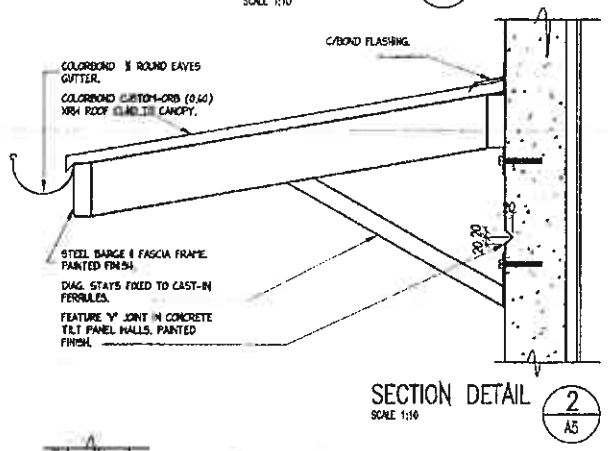
LOCATION OF SWITCHING INDICATIVE TO LAYOUT LOCATIONS TO BE 100mm MIN FROM ARCHITRAVES. CONTRACTOR SHALL ALLOW FOR THE RE-POSITIONING OF ANY FIXTURE OR FITTING AS DESIGNED BY SITE FOREMAN TO WITHIN 500mm RADIUS OF LOCATION MARKED ON DRAWINGS. GENERALLY GPO'S NOMINATED SHALL BE MOUNTED AT SKIRTING LEVEL UNLESS NOTED OTHERWISE.



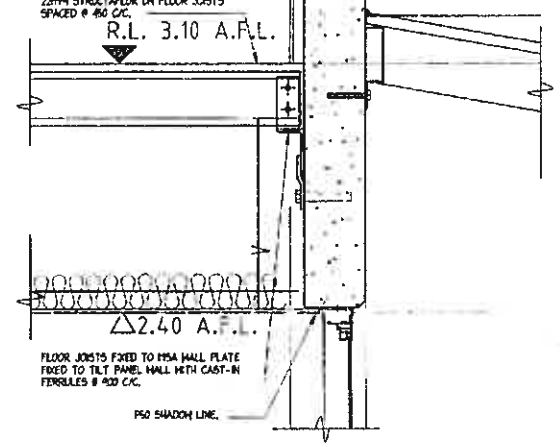
SECTION DETAIL 1/A5
SCALE 1:10



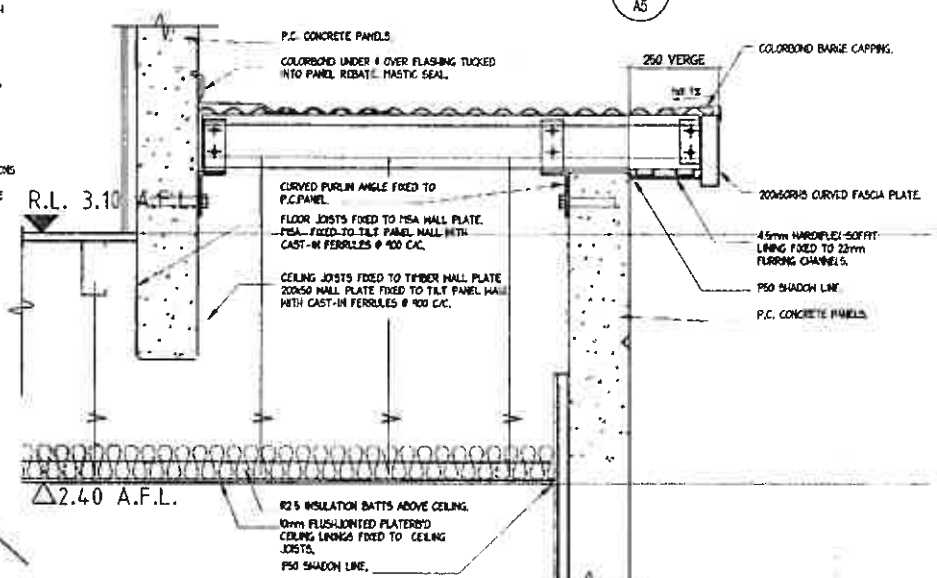
SECTION DETAIL 4/A5
SCALE 1:10



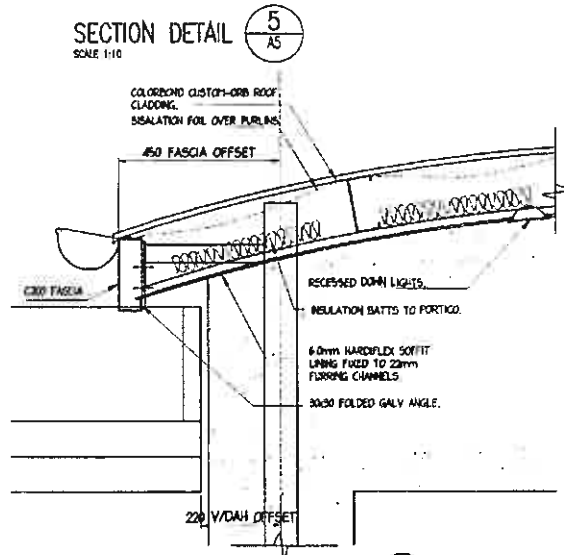
SECTION DETAIL 2/A5
SCALE 1:10



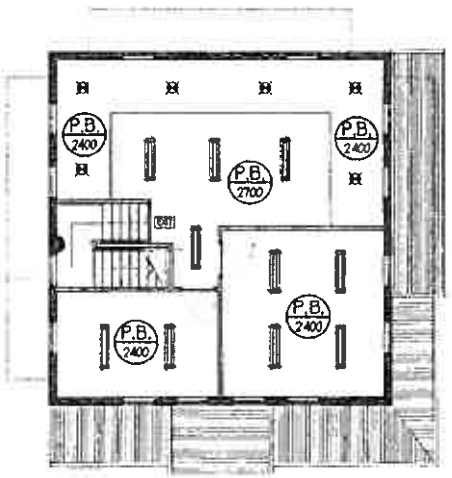
SECTION DETAIL 5/A5
SCALE 1:10



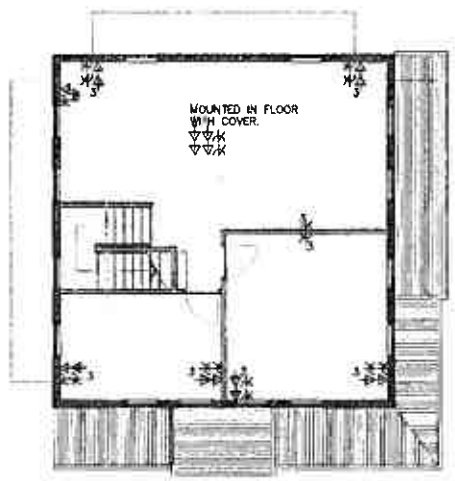
SECTION DETAIL 3/A5
SCALE 1:10



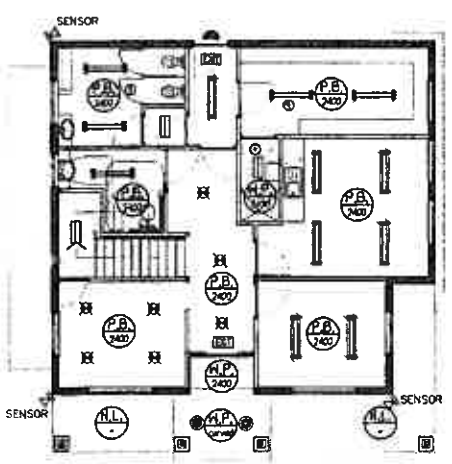
SECTION DETAIL 6/A5
SCALE 1:10



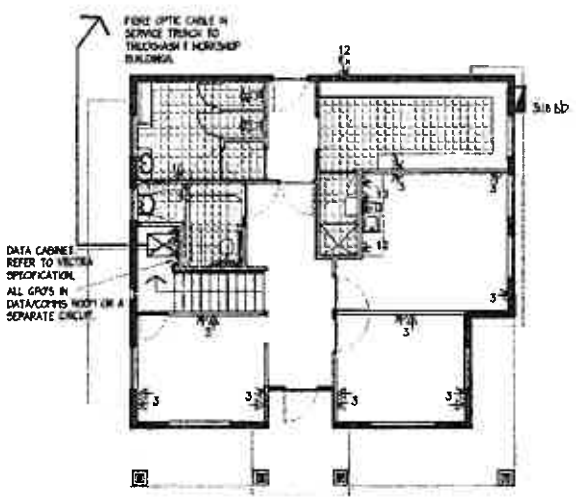
FIRST FLOOR LIGHTING PLAN
SCALE 1:100



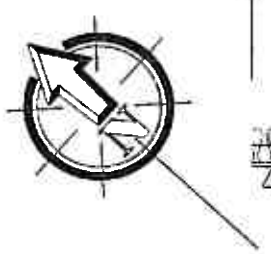
FIRST FLOOR ELECTRICAL PLAN
SCALE 1:100



GROUND FLOOR LIGHTING PLAN
SCALE 1:100



GROUND FLOOR ELECTRICAL PLAN
SCALE 1:100



0 100 200 300 400 500 1000mm
SCALE 1:10

0 1000 2000 3000 4000 5000 10000mm
SCALE 1 : 100

OFFICE

REV.	DATE	DESCRIPTION
3.	03.09.04	ELECTRICAL LAYOUTS ADDED
2.	19.07.04	LIGHTING LAYOUTS ADDED.
1.	06.02.04	SECTION Z & DETAIL 6 ADDED.
0.	25.11.03	ISSUED FOR CLIENT APPROVAL

Bryant Concepts
BUILDING DESIGNERS & ENGINEERS
Bryant Concepts Pty. Ltd. Unit 7, 26-30, The Parade West, Kent Town. S.A. 5067
Telephone (08) 8362 8860 Fax (08) 8362 8890 A.B.N.88058222950
Email: BryantC@adelaide.on.net

JOHN C. BRYANT FBDA.
building designers association of South Australia Inc

DRAWING STATUS
APPROVAL LIST
NOT FOR CONSTRUCTION
CLIENT APPROVAL
PLANNING CONSENT
BUILDING RULES
PRIVATE CERT.
FOR CONSTRUCTION
FULL APPROVAL

DRAWN NC
CHECKED

COPYRIGHT©
THESE DRAWINGS ARE COPYRIGHT AND REMAIN THE EXCLUSIVE PROPERTY OF BRYANT CONCEPTS PTY. LTD.
ALL RIGHTS RESERVED
REPRODUCTION WITHOUT WRITTEN PERMISSION IS PROHIBITED

TITLE	ROOF PLAN, DETAILS
CLIENT	MANUELE ENGINEERS
PROJECT	PROPOSED WORKSHOP, OFFICE & TRUCKWASH FOR EAST WASTE DEPOT.
ADDRESS	LOT 24, DP 45437, HD OF PT. ADELAIDE TEMPLE COURT, OTTOWAY SA
JOB No.	02-496
SCALES	AS SHOWN
DATE	30.10.03
CAD FILE	MDPLAN
SHEET No:	A6 OF
REV.	3.

FIGURED DIMENSIONS SHALL TAKE PREFERENCE OVER SCALED DRAWINGS. CONTRACTORS SHALL VERIFY ALL DIMENSIONS BEFORE COMMENCING.

CEILING LEGEND

NL - NOMINATED CEILING MATERIAL TYPE. REFER SCHEDULE
NOMINATED CEILING HEIGHT

NL - NO CEILING LINING REQUIRED

LIGHTING / ELECTRICAL LEGEND:

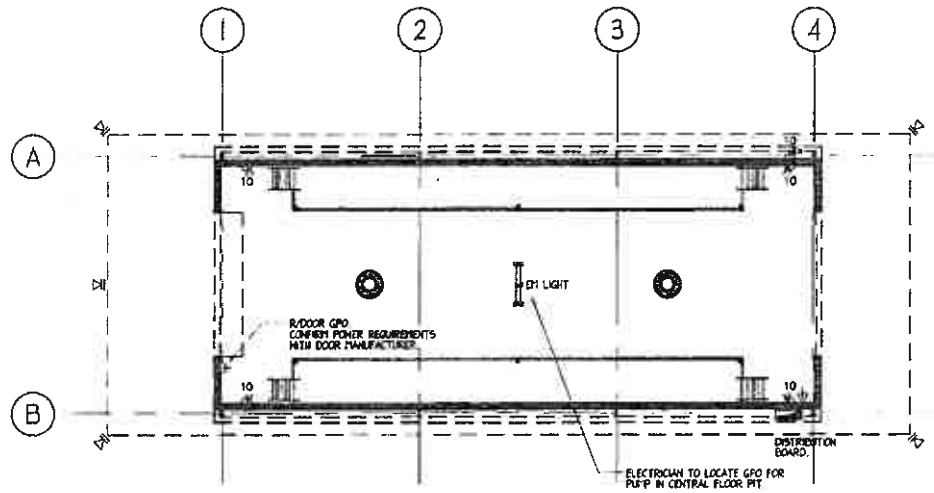
- 400 W HIGHBAY HIGH PRESSURE SODIUM. LH400HPS IP65 (TO SUIT HAZARDOUS AREAS)
- EXTERIOR FLOOD LIGHT THORN 250W HPS-T(HO) (ON ADJUSTABLE TIMER WITH 2 TIME SLOTS)
- EM LIGHT — 1 x 36w EUROPROOF NON-MAINTAINED EMERGENCY FLUORESCENT (THORN NU36H) (TO SUIT HAZARDOUS AREAS.)
- SINGLE 10A GENERAL PURPOSE OUTLET (G.P.O.)
- DOUBLE 10A G.P.O.
- SINGLE EXTERIOR WEATHER PROTECTED 10A G.P.O.
- 3 PH — 3 PHASE OUTLET 415 V. IP 56 WEATHER RATED.
- LIGHT SWITCH
- 3 — FITTING MOUNTED 300mm A.F.F.L.
- 10 — FITTING MOUNTED 1000mm A.F.F.L.
- 12 — FITTING MOUNTED 1200mm A.F.F.L.
- 18 — FITTING MOUNTED 1800mm A.F.F.L.
- TELEPHONE OUTLET (TELSTRA OR EQUIV.)
- DATA OUTLET
- DISTRIBUTION SWITCHBOARD. COMPLETE WITH CHILD PROOF LOCKING CATCH AND RESIDUAL CURRENT DEVICE
- HWS — HOT WATER UNIT 'RHEEM' 10 (250LTR)

NOTE:

ALL FITTINGS (GPO & LIGHT) WITHIN TRUCKWASH TO BE WATERPROOF AND SPARK PROOF TO BE SUITABLE FOR HAZARDOUS AREA.

EXTERNAL FLOODLIGHTS TO BE MOUNTED TO NEW BUILDINGS TO LIGHT UP EXTERNAL YARD AREA. ALL FLOODLIGHTS TO BE ON THE SAME TIMER.

LOCATION OF SWITCHING INDICATIVE TO LAYOUT LOCATIONS TO BE 100mm MIN FROM ARCHITRAVES. CONTRACTOR SHALL ALLOW FOR THE RE-POSITIONING OF ANY FIXTURE OR FITTING AS DESIGNED BY SITE FOREMAN TO WITHIN 500mm RADIUS OF LOCATION MARKED ON DRAWINGS. GENERALLY GPO'S NOMINATED SHALL BE MOUNTED AT SKIRTING LEVEL UNLESS NOTED OTHERWISE.



TRUCKWASH: LIGHTING / ELECTRICAL LAYOUT

SCALE 1:100

0 1000 2000 3000 4000 5000 10000mm

SCALE 1 : 100

BUILDING 3: TRUCK WASH

MANUELE ENGINEERS
STRUCTURAL AND MECHANICAL ENGINEERS
10 GRANT TERRACE, CLARELLE PARK 5062
PH. (08) 8374 1860
FAX (08) 8374 1863
ACN 007 787 168

Bryant Concepts
BUILDING DESIGNERS & ENGINEERS
Bryant Concepts Pty. Ltd. Unit 7, 26-30, The Parade West, Kent Town S.A. 5067
Telephone (08) 8362 8860 Fax (08) 8362 8890 A.B.N.88053222950
Email: BryantC@adelaide.on.net

JOHN C. BRYANT FRDA.
building designers association of South Australia Inc.

DRAWING STATUS & APPROVAL LISTING
NOT FOR CONSTRUCTION
- ☐ CLIENT APPROVAL
- ☐ PLANNING CONSENT
- ☐ BUILDING RULES
- ☐ PRIVATE CERT

FOR CONSTRUCTION
- ☐ FULL APPROVAL

DRAWN
CHECKED

COPYRIGHT© THESE DRAWINGS ARE COPYRIGHT AND REMAIN THE EXCLUSIVE PROPERTY OF BRYANT CONCEPTS PTY. LTD. ALL RIGHTS RESERVED REPRODUCTION WITHOUT WRITTEN PERMISSION IS PROHIBITED

REV.	DATE	DESCRIPTION
1	03.09.04	NOTES ADDED
0	25.07.2004	ISSUED FOR CLIENT APPROVAL

TITLE: TRUCKWASH ELECTRICAL LAYOUT
JOB No: 02-496
CLIENT: MANUELE ENGINEERS
SCALES: AS SHOWN
PROJECT: PROPOSED WORKSHOP, OFFICE & TRUCKWASH FOR EAST WASTE DEPOT.
DATE: 26/01/2002
ADDRESS: LOT 24, DP 45437, HD OF PT. ADELAIDE TEMPLE COURT, OTTOWAY SA
CAD FILE: KOPLAN
FIGURED DIMENSIONS SHALL TAKE PREFERENCE OVER SCALED DRAWINGS. CONTRACTORS SHALL VERIFY ALL DIMENSIONS BEFORE COMMENCING.
SHEET No: A8 OF
REV: 1

PRELIMINARY SITE INVESTIGATION REPORT

PRELIMINARY SITE INVESTIGATION

East Waste

1 Temple Court, Ottoway, South Australia

August 15
J134203
Report Version: J134203/01

C115786



Preliminary Site Investigation

East Waste

1 Temple Court, Ottoway, South Australia

EXECUTIVE SUMMARY

Greencap was commissioned by East Waste to prepare a Preliminary Site Investigation report for the site located at 1 Temple Court, Ottoway, South Australia. The purpose of this assessment was to identify potential contamination issues associated with past and present land use for due diligence purposes prior to the potential purchase of the property by East Waste who currently lease a portion of the site.

The historical information reviewed suggests that until the mid-1950s, the site was owned by various parties (of which the only owner of interest was a car body and coach manufacturer). Historical aerial photography indicates the site was part of a wider area of primarily vacant land during this time. In the mid-1950s, the site was purchased by the Minister of Works and occupied by SA Water (formerly Engineering & Water Supply Department). The site appears to have remained vacant until the 1970s, after which is was used for car parking and general storage purposes as part of the larger Ottoway Engineering & Water Supply Department site. The site was purchased in 1997 by Ionex Nominees Pty Ltd (current owner) and the entire site was used for the storage of machinery, trailers and other equipment until 2004. In 2004, the southern portion of the site was redeveloped and has been occupied by East Waste since this time and used as a depot. The northern portion of the site continued to be used for storage purposes until recently when it was cleared and it is now unoccupied.

The identified potential on-site sources of contamination associated with past and present site uses include: uncontrolled fill brought onto the site from various sources for site levelling purposes (previous reports suggest fly ash and other material may have been used) or as a base course; use of the site by the former Ottoway Engineering and Water Supply Department; the storage, use and disposal of various fuels, coolants and minor quantities of other chemicals as part of East Waste's operations; vehicle maintenance activities and an existing wash bay; termite chemical applications beneath former and existing buildings; use of pesticides and herbicides for general weed control; and a former generator (and associated fuel storage).

It is noted that EPA records suggest that the site is connected to the leaking of 800 litres of diesel fuel from a generator in January 2003, which caused groundwater contamination. Investigations conducted by Greencap identified discrepancies between the EPA records and other anecdotal information which indicate the spill may have occurred on a different site. As such, the location of the spill was not able to be confirmed at the time of reporting.

Potential off-site sources of contamination include various industrial properties in the surrounding area. Groundwater contamination has been identified on a property to the north east, however, the information reviewed suggests the impacts do not extend under the 1 Temple Court site.

In terms of ongoing industrial use, there is considered to be a low to moderate risk of contamination being present on this site that would pose unacceptable health or environmental risks. It is noted that there are some unknowns, particularly in relation to the diesel spill that reportedly occurred on the site. The actual nature and extent of any impacts could only be assessed via intrusive soil and / or groundwater investigations.

Preliminary Site Investigation

East Waste

1 Temple Court, Ottoway, South Australia

Table of Contents

Executive Summary i

1.0 INTRODUCTION 1

2.0 SITE DETAILS 2

2.1 Site Identification and Zoning 2

2.2 Physical Setting 2

2.3 Site Description and Current Land Use 2

2.4 Surrounding Land Use 5

2.5 Site Inspection for Contamination Indicators 6

2.6 Geology and Hydrogeology 9

2.7 Acid Sulfate Soils 10

3.0 SITE HISTORY 11

3.1 History of Ownership 11

3.2 Aerial Photographs 11

3.3 Government Records 12

3.3.1 SA EPA Section 7 Search 12

3.3.2 SA EPA Public Records 13

3.3.3 EPA Site Contamination (Groundwater Notifications) Index 15

3.3.4 Dangerous Substances Licence Search 16

3.4 Interviews 16

3.5 Information Sources 17

4.0 SUMMARY OF POTENTIALLY CONTAMINATING ACTIVITIES 18

5.0 CONCLUSIONS 21

6.0 LIMITATIONS OF THIS REPORT 22

Appendix A: Certificates of Title and Council Zoning Information XXIII

Appendix B: Local Groundwater Information XXIV

Appendix C: Acid Sulphate Soils Map XXV

Appendix D: Aerial Photography XXVI

Appendix E: SA EPA Records XXVII

Appendix F: Groundwater Notification Index Search XXVIII

Appendix G: SafeWork SA Response XXIX

Figure 1: Site Location 1

Figure 2: Current Site Layout 3

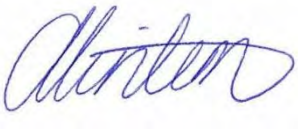
Figure 3: Former Site Layout (Source: Modified from Rust PPK Report (1995)) 14

Preliminary Site Investigation

East Waste

1 Temple Court, Ottoway, South Australia

Document Control

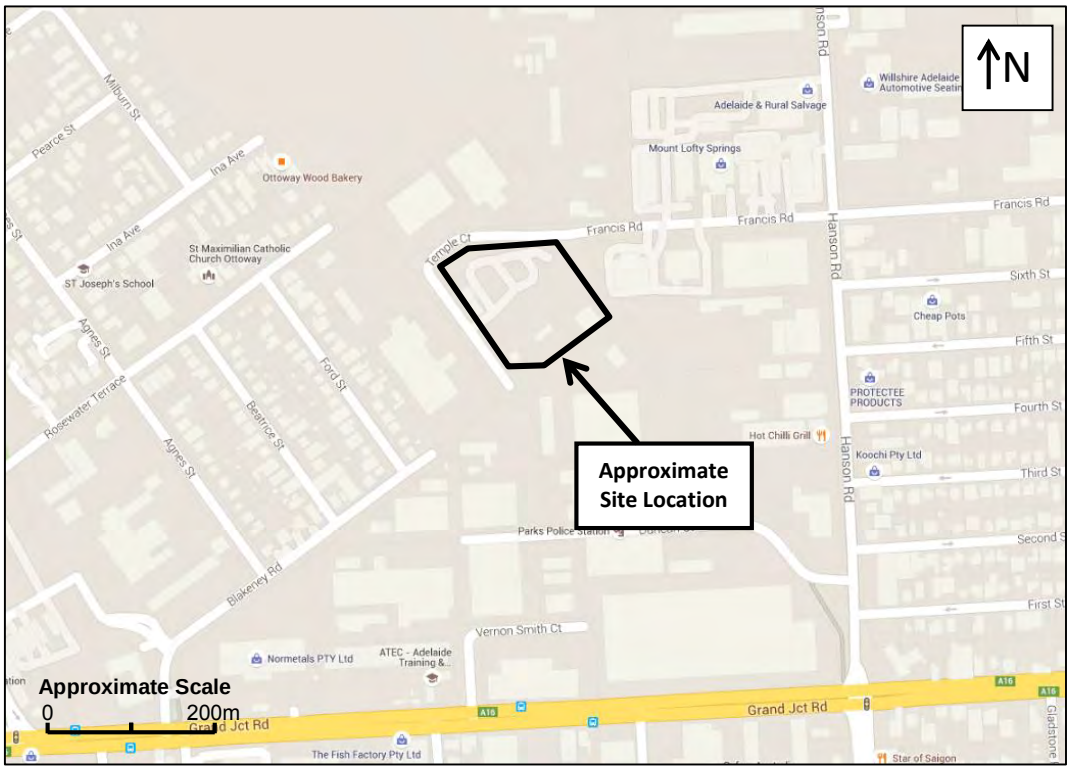
Report Title:- Preliminary Site Investigation – 1 Temple Court, Ottoway Greencap Job Ref:- J124203	**Filename:-** J134203 - Preliminary Site Investigation
Written:  **Alicia Lintern** Environmental Scientist	**Approved:**  **Andrew Durand** Contaminated Land Manager (SA)

Rev No	Status	Date	Author	Reviewer
1	Final	August 2015	AL	AD

Rev No	Copies	Recipient
1	1 x Digital	East Waste

1.0 INTRODUCTION

Greencap was commissioned by East Waste to prepare a Preliminary Site Investigation (Site History) for the site located at 1 Temple Court, Ottoway, South Australia. The purpose of this assessment was to identify potential contamination issues associated with past and present land use for due diligence purposes prior to the potential purchase of the site. The location of the site is presented in Figure 1.



Source: www.maps.google.com.au (viewed 15 July 2015)

Figure 1: Site Location

The scope of the work has comprised:

- A review of the site history.
- A site inspection.
- Review of local geology and hydrogeology.
- Identification of potential contaminants associated with current and past uses of the site.

This Preliminary Site Investigation has been prepared with reference to industry standards and guidelines including the National Environment Protection (Assessment of Site Contamination) Measure 1999 (as amended 2013) and the Australian Standard 'Guide to the investigation and sampling of potentially contaminated soil': AS4482.1-2005.

2.0 SITE DETAILS

2.1 Site Identification and Zoning

The site is described by Certificate of Title Volume 5447 Folio 526 – Allotment 24 in Deposited Plan 45437 and is within the area named Ottoway, Hundred of Port Adelaide.

The site is located within a Light Industry Zone within the City of Playford. A copy of the current Certificate of Title and Council zoning information is provided in Appendix A.

2.2 Physical Setting

The site is situated in the suburb of Ottoway, located approximately 10.5 kilometres north west of the Adelaide central business district. The site and surrounding areas are essentially level. A concrete drain runs underground adjacent the site's eastern boundary. This drain becomes a concrete lined open channel north of Francis Road/Temple Court and flows into a series of wetlands approximately 1.5 kilometres north of the site (nearest watercourse or water body). The wetlands then empty into the Barker Inlet further north. The Port River is located approximately 3 kilometres north west of the site and the Gulf St Vincent is located approximately 6.1 kilometres to the west of the site.

2.3 Site Description and Current Land Use

The site is an irregular shaped parcel of land with an approximate area of 1.5 hectares. The site is divided into portions of land (northern and southern). The northern portion of the site is unoccupied and contains the following:

- A small building (formerly used as office space and a small workshop) on the western boundary fronting Temple Court.
- An elevated concrete platform located just north of the small building. Some general storage is also evident in this area (two large rib-loc style pipes and metal rings).
- The remainder of this portion of the site is vacant and sealed with bitumen.

The southern portion of the site is currently occupied by East Waste and contains the following:

- A cluster of buildings in the southern portion of the site fronting Temple Court. These are used as offices and other staff amenities.
- A wash bay in the central portion of the site.
- A workshop in the eastern portion of the site which is used to service trucks, conduct maintenance and for the storage of chemicals/fuels.
- The majority of the site is sealed with bitumen with the exception of small garden beds and grassed areas in a number of areas.

Figure 2 shows the approximate site layout and photographs of the site (taken during the site inspection on 28 July 2015) follow.

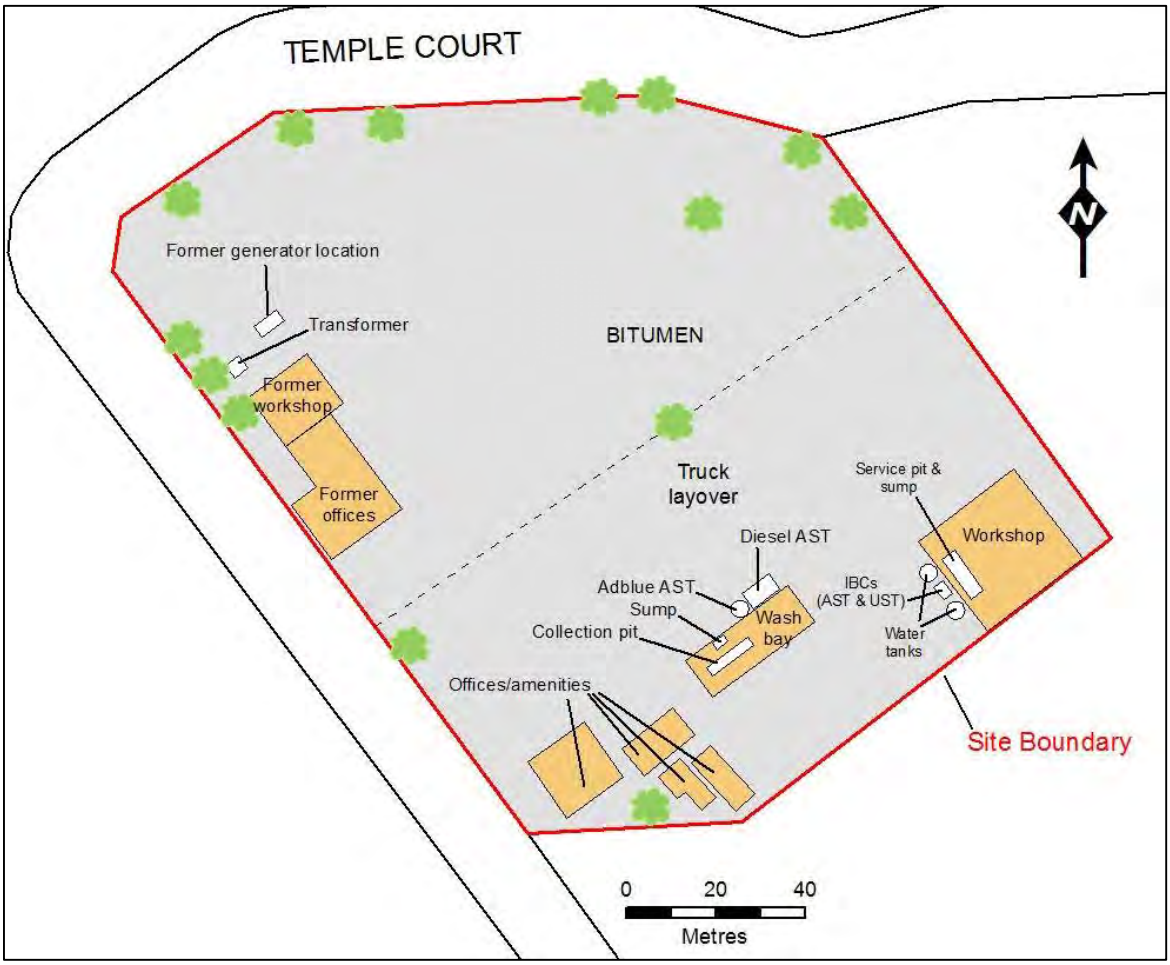


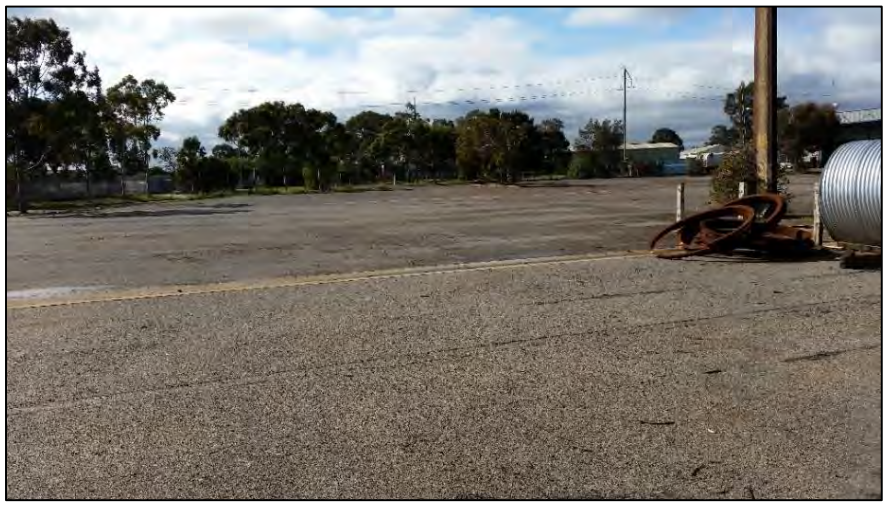
Figure 2: Current Site Layout



Photograph 1: View site looking across Temple Court towards northern portion of the site (28 July 2015)



Photograph 2: View of northern portion of site facing south west (28 July 2015)



Photograph 3: View of northern portion of site facing south east



Photograph 4: View of southern portion of site (East Waste) facing east (28 July 2015)



Photograph 5: View of southern portion of site facing west (28 July 2015)



Photograph 6: View of workshop on southern portion of site facing south (28 July 2015)

2.4 Surrounding Land Use

The site is bound by Temple Court to the north and west. The site is surrounded by the following:-

- North – Temple Court beyond which are commercial / industrial businesses including Mastec (waste recycling company) and Kuhmo Tyres.
- North east – Francis Road/Temple Court and a concrete lined drain. A former timber treatment facility is also located on the northern side of Francis Road.
- East – former North Arm Road and Sunrise Marketing (hardware, garden supplies and building materials distributor).
- South – former Beverley Industries Australia (foundry) and Ottoway Engineering (foundry).
- West – Temple Court, beyond which is a South Australian Police (SAPOL) depot.

2.5 Site Inspection for Contamination Indicators

A Greencap environmental scientist inspected the site on 28 July 2015. The objectives of the inspection were to locate and identify:-

- Structures and storage areas including underground tanks, waste pits and lagoons, hazardous materials storage, electrical transformers and hydraulic equipment, asbestos products, septic tanks and drain fields.
- Obvious visual contamination indicators such as disturbed vegetation, discoloured, oily or disturbed soil and / or the presence of any odours.

The following features were noted during the inspection: -

Former generator

A concrete pad was evident in the northern portion of the site. Greencap was advised by the current owner that this was the location of a former generator, removed prior 1997. On inspection, a small opening in the concrete slab showed that a void beneath the concrete slab held fine sand and redundant electrical cables. Photograph 7 shows the concrete pad.



Photograph 7: View of former generator location facing west (28 July 2015)

Transformer

A transformer was located just north of the building on the northern portion of the site fronting Temple Court. The transformer was on a concrete slab which appeared in good condition and no visible staining was evident. Photograph 8 shows the transformer.



Photograph 8: View of the transformer (28 July 2015)

Truck wash bay and separator system

A truck wash bay was noted in the centre of the southern portion of the site within which was a collection pit/drain. The collection drain was to be connected to an 'industrial separation system' cylinder. Greencap was advised that the collection pit captures any water from the wash down bay which is filtered prior to being discharged to sewer through the ISS system as permitted by SA Water (trade waste agreement). The remaining water from this process is drained into a sump and any residue is pumped into drums located within the wash bay. Both the sump and drums are then pumped out by Mulhern's (a licenced liquid waste disposal company) who dispose of the waste off-site.

Greencap was also advised that the system is checked and tested annually by Hindmarsh Plumbing who then send a report to SA Water in order for East Waste's permit to be renewed. A copy of the trade waste agreement is presented as Appendix B. It is noted that the trade waste agreement states a 'fail' in regards to complying with permit conditions however, East Waste informed Greencap that this was in relation to storage of chemicals and this issue was currently being addressed. Photographs 9 and 10 show the truck wash bay, interceptor pit and associated separator system.



Photographs 9 & 10: View of collection pit and associated system (28 July 2015)

Service Pit, sump and Intermediate Bulk Containers (IBC)

A service pit for truck maintenance was located with the workshop in the southern portion of the site. The service pit was concrete lined along with the rest of the workshop. Some staining was evident at the base of the service pit. A sump was located in the middle of the service pit which collected any spills or waste fluids and a PVC drain was also located at the side of the service pit. Greencap was informed by employees that waste fluids collected in the sump were pumped into an aboveground IBC whilst waste oils poured into the PVC drain were collected by an underground IBC which was accessible from the ground surface via a checkplate cover. Both IBCs were located on the western exterior wall of the workshop. Greencap was advised that both IBCs were emptied when required by Mulhern's (a licenced liquid waste disposal company) who dispose of the waste off-site. Photographs 11 and 12 show the service pit and associated interceptor pit and Photograph 13 shows the IBCs.



Photographs 11, 12 &13: View of service pit and sump within workshop and the two IBCs (28 July 2015)

Chemical storage room and flammable liquid cabinet

Located in the rear of the workshop (eastern corner) was a small room in which oils, coolants and small amounts of fuel and solvents were stored. The room was noted to slope down from the main workshop area (in order to contain any potential spills). An empty oil drum was also noted on the western external wall of the workshop, further query regarding this revealed that this was normally stored in the chemical storage room instead. A small flammable liquids cabinet was also located just outside the fluid storage room. Photographs 14 and 15 show the fluid storage room and flammable liquids cabinet respectively.



Photographs 14 & 15: View of the fluid storage room and flammable liquids cabinet (28 July2015)

Aboveground Diesel and Adblue Storage Tanks (ASTs)

An aboveground diesel tank and an Adblue product tank were located along the northern exterior wall of the truck wash bay. The diesel AST was noted to have a capacity of approximately 30,000L, whilst the Adblue tank was observed to have a capacity of 10,000L. On either side of the diesel AST were bowsers where some surface staining was noted. Both tanks were also noted to be on top of a bitumen sealed surface, but were not surrounded by bunding. Photographs 16 and 17 show the tanks and staining respectively.




Photographs 16 & 17: View of the diesel and Adblue ASTs and surface staining around bowser (28 July 2015)

Asbestos

Considering the age of the building on the northern portion of the site it is possible that asbestos containing products were used within the building, but it is noted that no asbestos register was viewed by Greencap during the inspection.

2.6 Geology and Hydrogeology

Reference to the former Department of Mines and Energy Report Book 94/9 "Soils stratigraphy and engineering geology of the Adelaide Plains" indicates the site is situated in the Adelaide Plains in a landform area known as the lower alluvial plain. The general geological sequence in the lower alluvial plain comprises:-

- Quaternary Age sediments of fluvial and marine origin of the order of 100 metres thickness. The dominant formation is Hindmarsh Clay, which is predominantly clay, but has lenses of gravels, silts and sands. Groundwater in the Quaternary sediments occurs in relatively thin layers (up to a few metres in thickness) of more permeable materials (sands, silts, gravels). There are reportedly up to six distinct aquifers within the Quaternary sediments. These aquifers are not highly utilised as the yield and water quality are highly variable.
- Tertiary sediments of marine origin (limestones, sands and sandstones) up to 500 metres thickness. The Tertiary aquifers generally have better quality water and yields, and are highly utilised in some areas.
- Precambrian Age basement rock below approximately 600 metres depth.

South Australian Department of Mines and Energy Information Sheet 21 indicates the expected water table level is between two to four metres from the surface, with total dissolved solids levels to be greater than 5,000mg/L. The expected regional groundwater flow direction is west to north west, however it is possible there are local variations.

Groundwater information from 22 wells located within a 500 metre radius of the site was obtained from the Department of Environment, Water and Natural Resources (DEWNR). The standing water level in shallow groundwater wells in the local area ranged from 2.1 to 3.6 metres below ground level (m bgl). The groundwater data (from wells with relevant data) is presented in Appendix B and a summary of the information is presented in Table 1.

Table 1: Local Groundwater Well Information (DEWNR Records)

Location	DEWNR Well ID	Total Depth (m)	Water Level (m) & date	TDS (mg/L)	Yield (L/sec)	Status / Purpose
~250 m NW	6628-18279	5.5	3.6 (1997)	-	-	- /Observation
~300 m NW	6628-18278	5.5	3.6 (1997)	-	-	- /Observation
~320 m NW	6628-12898	6.0	-	-	-	Domestic / Operational
~420 m NW	6628-18275	5.5	2.2 (1997)	-	-	- / Observation

Location	DEWNR Well ID	Total Depth (m)	Water Level (m) & date	TDS (mg/L)	Yield (L/sec)	Status / Purpose
~420 m NE	6628-26123	4.5	2.46 (2011)	-	-	- / Investigation
~430 m NE	6628-26124	4.5	2.48 (2011)	-	-	- / Investigation
~430 m NE	6628-26122	4.5	2.46 (2011)	-	-	- / Investigation
~430 m SE	6628-13434	6.0	2.1 (1985)	-	-	Operational / Drainage
~450 m S	6628-16318	18.0	-	-	-	- / Domestic
~450 m E	6628-17301	5.35	-	-	-	- / Investigation
~450 m NE	6628-26125	4.5	2.51 (2011)	-	-	- / Investigation
~460 m NW	6628-18277	5.5	2.4 1997)	-	-	- / Observation
~460 m NE	6628-26350	4.5	2.6 (2012)	-	-	- / Investigation
~460 m NE	6628-25269	6.0	2.75 (2009)	-	-	- / Investigation
~460 m NE	6628-26352	4.5	-	-	-	- / Investigation
~460 m NE	6628-25270	5.0	2.7 (2009)	-	-	- / Investigation
~460 m NE	6628-25268	6.0	-	-	-	- / Investigation
~460 m NE	6628-25272	6.0	3.0 (2009)	-	-	- / Investigation
~470 m NE	6628-25271	6.0	-	-	-	- /Investigation
~480 m NE	6628-26351	4.5	2.6(2012)	-	-	- / Investigation
~480 m NE	6628-26121	4.5	2.6 (2011)	-	-	- / Investigation
~490 m NE	6628-26120	4.5	-	-	-	- / Investigation

2.7 Acid Sulfate Soils

The map produced by the Australian Soil Resource Information System indicates that the potential for acid sulfate soils to exist at the site is B3 Low Probability / Low Confidence. A copy of the map is presented in Appendix C.

3.0 SITE HISTORY

3.1 History of Ownership

An historical ownership search was conducted on the current Certificate of Title and is summarised below in Table 2.

Table 2: Historical Ownership

Date Range	Owner
9/2/1910 – 17/11/1931.	William George Mckay (labourer)
17/11/1931 – 25/10/1944.	Elders Trustee and Excecutor Company Limited and Arthur McKay (company manager)
25/10/1944 – 7/3/1947.	James Black Stewart (stock dealer)
7/3/1947 – 3/12/1951.	Alexander James Stewart (dairyman)
3/12/1951 – 7/7/1954.	J.A. Lawton & Sons Limited (car body and coach manufacturer)
7/7/1954 – 23/9/1997	Minister of Works (name change to Minister of Water Resources 28/8/1980) (name change to South Australian Water Corporation of Adelaide 5/7/1996)
23/9/1997 - Current	Ionex Nominees Pty. Ltd.

Copies of the current Certificates of Title are presented in Appendix A.

3.2 Aerial Photographs

Aerial photographs of the site dating from 1949 in approximate 10 year intervals have been reviewed by Greencap. Copies of aerial photographs reviewed are presented in Appendix D.

The 1949 aerial photograph shows that the site is part of a larger parcel of land that appears to be predominantly vacant. Portion of an oval racetrack is present on the site on the site and a small cluster of buildings / structures is visible to the west of the site. A road is evident to the east of the site and some buildings are located to the east and south west of the site.

The 1959 and 1969 aerial photographs show no significant changes to the site with the exception of the abovementioned race track which appears to be overgrown in 1959 and not visible at all in 1969. The site is shown to be sitting on the corner of North Arm Road and Blackney Road. The land to the south west appears to have been further developed from the initial road and buildings and now consists of several roads and, what appear to be, residential properties/buildings whilst the land to the south appears to have been developed for commercial/industrial purposes.

The 1979 aerial photograph shows that the majority of the site has been sealed and is being used for car parking. A small building is visible in the north western portion of the site. This building has the same size and shape as the existing vacant building located in the northern portion of the site. A small area in the southern portion of the site appears to be unpaved and used for storage purposes. There is also a series of bays in this area that appear to be used for the storage of soil/gravels. The surrounding area has been further developed however the land to the east remains vacant.

The 1989 aerial photograph shows no significant changes to site. The land to the east which was previously vacant has now been developed for commercial/industrial purposes with a number of large warehouse type buildings now visible.

The 1999 aerial photograph shows that Temple Court has now been constructed leading from Francis Road. The site appears to have the same layout as in the 1979 and 1989 aerial photographs however, the northern

portion is no longer being used for car parking purposes but instead, for general storage purposes. A small portion of the site in the south eastern corner appears to have become overgrown with grass and bushes.

The 2007 aerial photograph shows that the layout of the site is essentially the same as shown in the 1999 aerial photograph however, the site is now split into two portions (northern and southern). The northern portion of the site is still being used for general storage purposes whilst the southern portion appears to be a different occupant. The southern portion has numerous buildings erected near the southern boundary much in the same locations as buildings identified in the site inspection. The remainder of the southern portion appears to be used for car parking and parking trucks.

3.3 Government Records

3.3.1 SA EPA Section 7 Search

The South Australia Environment Protection Authority (EPA) has a statutory obligation under the *Land and Business (Sale and Conveyancing) Act, 1994* to provide information relating to environment protection. As such, a search was conducted of the EPA database for information relating to the subject land in accordance with Section 7 of the *Land and Business (Sale and Conveyancing) Act, 1994*. The EPA advised in written form of records of issues associated with:-

- particulars of mortgages, charges, prescribed encumbrances affecting the land; or
- particulars relating to environmental protection including:
  - Environmental assessments.
  - Waste depots.
  - Production of certain waste.
  - Waste on land.

The search found the EPA holds records of the following in relation to the site:-

1. Details of a licence issued under the repealed Waste Management Commission Act 1979 to produce waste of a prescribed kind (within the meaning of that Act) at the land.
2. Details of a licence issued under the repealed Waste Management Act 1987 to operate a waste depot at the land.
3. Details of serious or material environmental harm caused or threatened in the course of an activity (whether or not notified under section 83 of the Environment Protection Act 1993)

Greencap contacted the EPA to obtain further information regarding the above responses and was provided with numerous expired licences in regards to the abovementioned items. Greencap was advised that at the time of issue, the licences for items 1 and 2 were applicable to a larger portion of land encompassing the subject site and therefore some or all of the items may not be directly relevant to the subject site. A summary of the licence details are summarised in Table 3 and copies of the EPA's written response (along with copies of the licences) are presented in Appendix E.

Table 3: Summary of Licence Details

Start Date	Expiry Date	Applicant	Details	Address
26/2/1988	26/2/1989	Operations Services Branch Engineering & Water Supply Department	Liquid Acid	Cnr Hanson & Grand Junction Road, Ottoway
13/2/1992	Not stated	Engineering & Water Supply Department	Prescribed Waste Produced – liquid acid and medical waste (solid)	
21/2/1995	30/4/1995	Minister for Infrastructure	Not stated	

In relation to Item 3 above, the EPA provided Greencap with a letter relating to a notification under Section 83 of the Environment Protection Act (1993) for the subject site. Section 83 Notifications relate to harm or threatened harm to the environment from pollution caused by an activity undertaken by a person. The letter was lodged by Resource and Environmental Management Pty. Ltd. (REM) in 2003 and states that approximately 800L of diesel fuel had leaked due to the failure of a temporary generator in January 2003 prior to the connection of the site to mains power. Subsequent excavation and validation of impacted soils was conducted and a groundwater well was installed, sampled and analysed for delineation purposes. Recovery of free phase hydrocarbons commenced in June 2003. A copy of the REM letter is provided in Appendix E.

Greencap was unable to locate the abovementioned groundwater well during the site inspection and was advised by the SA EPA that further information / reports relating to the notification were not available. Greencap queried the site address on the REM letter (stated as 24 Temple Court) and was advised by the SA EPA that although the address is No. 24 Temple Court, this was an error on behalf of the consultant who lodged the letter and should in fact relate to *Allotment* 24 Temple Court (subject site).

Anecdotal information obtained (presented in Section 3.4) conflicts with the information provided by the EPA and suggests that the spill may have in fact occurred on the Kuhmo Tyre site on the northern side of Temple Court.

3.3.2 SA EPA Public Records

In addition to the Section 7 search results, Greencap was able to obtain a number of previous reports for both the subject site and a nearby site (a former timber treatment facility approximately 30 metres north east of the site):

- *Site Audit Report, Portion of Allotment 100, DP44076 Ottoway Depot, May Terrace, Ottoway, South Australia – Volumes 1 to 4' (Hyder Consulting (Australia) Pty Ltd, July 1997).*
- *Environmental Site Assessment (2007-2008 Investigation Work), SA Sawmilling Pty. Ltd., 2 Francis Road, Wingfield, South Australia.*
- *Detailed Risk Assessment, SA Sawmilling Pty. Ltd., 2 Francis Road, Wingfield, South Australia (2011)*
- *Groundwater Management Plan, SA Sawmilling Pty. Ltd., 2 Francis Road, Wingfield, South Australia (2012)*

Greencap has reviewed Appendix B.1 of 1997 Hyder Consulting report. This was the only section of the report that provided information relevant to the Temple Court site. Appendix B.1 consists of a report: '*Report of Potential Environmental Issues at Engineering and Water Supply Depot, Grand Junction Road, Ottoway (Rust PPK Pty Ltd, May 1995)'.*

The report encompasses a much larger area than the subject site (1 Temple Court) as the site and surrounding area was owned and occupied by The Ottoway Engineering and Water Supply Department. Items of note relevant to the 1 Temple Court site include:

- The whole site was built up from swamp level by filling with approximately 1 metre of fill material. This may have included fly ash (by product from boilers generated from ETSA power station at Osborne) and other constituents such as bitumen, concrete, building products, and waste material produced by the foundry (also part of the E&WS site).
- The building in the northern portion (still located on site) was identified to store 6000L of hydrosilic acid and 14 drums (175kgs each) of chlorine at the time of the inspection.

Figure 3 shows a historical layout of the E&WS site (as per the Rust PPK 1995 report). The location of the 1 Temple Court site is indicated and the existing building currently on the northern portion of the site is also indicated in the plan. The plan also suggests that Francis Road used to extend under the northern portion of the site prior to the construction of Temple Court.

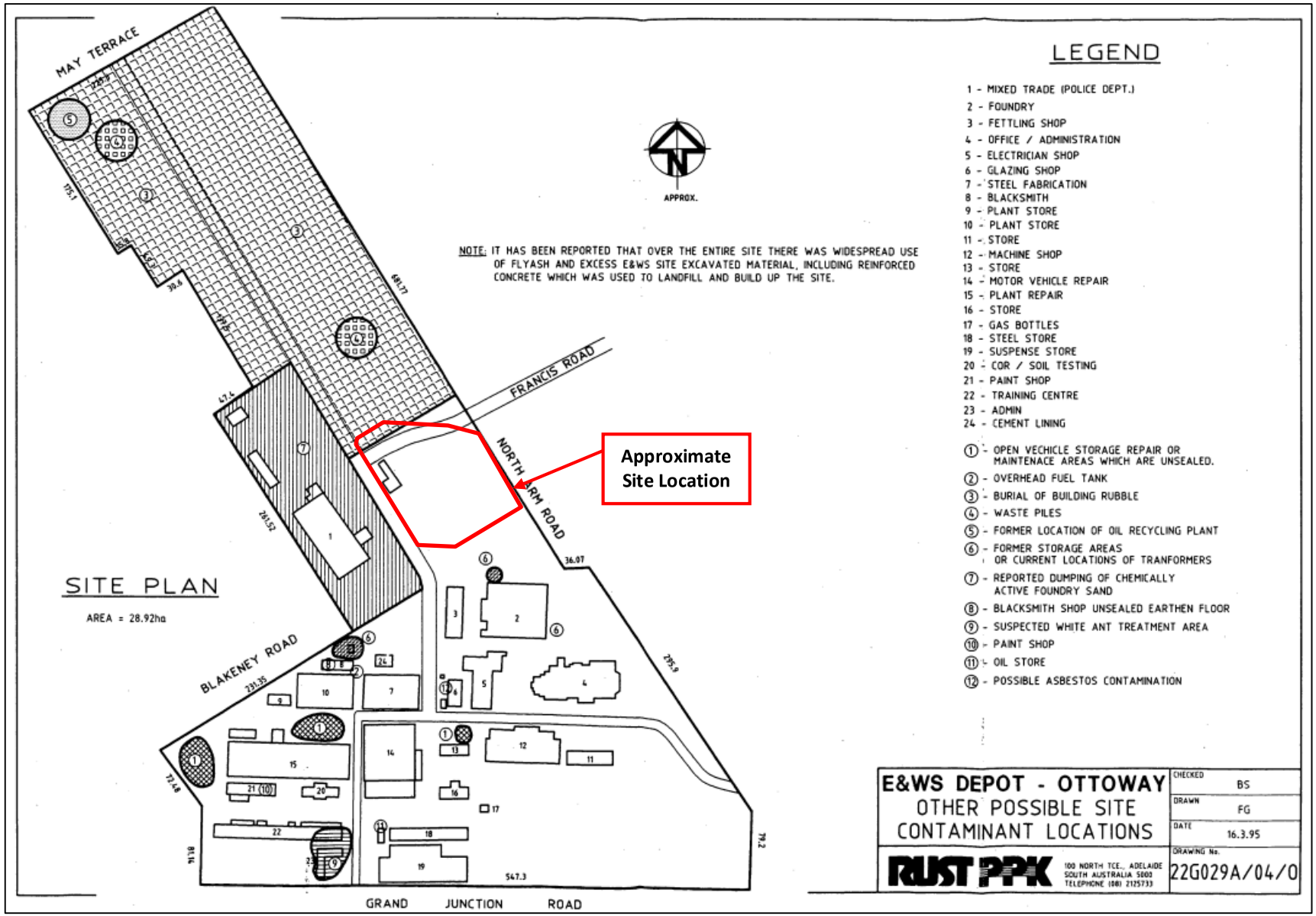


Figure 3: Former Site Layout (Source: Modified from Rust PPK Report (1995))

Greencap has also briefly reviewed the three reports relating to the 2 Francis Road, Wingfield site. This property is approximately 30 metres to the north east of the site. The reports identify that that groundwater under the site is impacted with timber treatment chemical residues assessed to be associated with historical use of copper chrome arsenate (CCA) in a timber treatment plant. There have also been other groundwater impacts identified in the vicinity of the treatment plant area, which appear to be related to oil and solvent residues. Hexavalent chromium was identified to be the primary chemical of concern. The dissolved chromium plume extends from the treatment plant to the south-western site boundary, but do not appear to extend under the 1 Temple Court site.

The Detailed Risk assessment completed for the site indicates that the identified groundwater impacts under site conditions at the time of the assessment did not pose an unacceptable health or environmental risk. The Groundwater Management Plan outlines ongoing groundwater monitoring requirements, but it is not known if these have been undertaken based on the information reviewed.

3.3.3 EPA Site Contamination (Groundwater Notifications) Index

A search was conducted of the EPA's on-line Site Contamination (Groundwater Notifications) Index for information relating to notifications and reports received by the EPA since 1 July 2009 under the *Environment Protection Act 1993*. The Index provides information relating to S83A and audit notifications and reports that relate to specific suburbs or towns. The suburbs of Ottoway and Wingfield were searched. The results of Section 83A notifications only located within a 1 kilometre radius of the site are provided in Table 4. A copy of the full search results are provided in Appendix F.

Table 4: Results from the EPA's Site Contamination (Groundwater Notifications) Index

Notification No.	Type	Address	Potentially Contaminating Activity	Approximate distance and direction from site
60061	Audit Notification	Rosewater Terrace, Ottoway	Not Recorded	~360 m SW
	Audit Termination			
60061-001	Audit Report		Fill or soil importation; Landfill sites; Railway Operations	
60319-01	S83A Notification	Lot 36 Trinity St, Lot 100 St Johns St, May Terrace & Henry Street, Ottoway	Railway Operations	~612 m NW
60631-01	S83A Notification	Lot 22 Grand Junction Road, Ottoway	Listed Substances (storage)	~340 m S
60269-01	S83A Notification	336 Hanson Road, Wingfield	Transport Depots or loading sites	~300 m E
60954-01	S83A Notification	366 Hanson Road, Wingfield	Listed substances (manufacture, production, recycling)	~500m NE

It is noted that the 2 Francis Road Wingfield site and information relating to the 800 litre diesel spill (Section 3.3.1) are not listed on the EPAs on-line database. This is likely because the EPA was aware of these issues prior to its inception so no formal notifications under Section 83A of the Environment Protection Act have been submitted.

3.3.4 Dangerous Substances Licence Search

SafeWork SA (under the Department for Premier and Cabinet) was contacted regarding its knowledge of dangerous good storage at the site and for the surrounding area. SafeWork SA advised that they hold no records for any current or historical licences for the site or the surrounding properties with the exception of two current licences in the vicinity of Duncan Court (approximately 200 m south of the site). They were not able to provide any additional information without the permission of the licence holder which was not obtained as part of this investigation. Copies of SafeWork SA's responses are presented in Appendix G.

3.4 Interviews

During the site inspection conducted on 28 July 2015, Greencap spoke with Ms Ann Blinman the Office Manager for East Waste at Ottoway in relation to past and present site use. Ms Blinman has been present on the site since East Waste first occupied the southern portion of the site (approximately 11 years) and was able to advise the following regarding the site operations:

- The site is a truck depot only and no waste is kept on site.
- The diesel AST and Adblue AST on site are topped up regularly (no set timing).
- No spills have occurred on-site however, spill kits are located around the site in the instance of such an occurrence.

Greencap also spoke with Ray Pawa the Operations Manager for the East Waste Ottoway branch. Mr Pawa was able to provide the following information:

- The sump in the truck wash bay was inspected by SA Water on an annual basis.
- Both the sump in the truck wash bay, the drums associated with the Industrial Separator System and the IBCs located next to the workshop were emptied regularly on a monthly basis and sometimes more often when needed.
- The two large rainwater tanks next to the western external wall of the workshop for use by the wash bay.

Following the site inspection, Greencap spoke with Mr Ron Burrows of Ionex Nominees Pty. Ltd. (owner of the site since 1997). Mr Burrows advised the following:

- The northern portion of the site had only ever been used to store machinery and trailers and there was never any storage of fuels or other chemicals on site.
- A generator was previously located on the identified concrete pad but this was removed by E&WS and sold prior to Mr Burrows occupation of the site in 1997.
- There has never been any spill that he is aware of due to a leaking generator. Mr Burrows was certain that this must have been and error by the EPA.

Following confusion as to the Section 83 notification (800 litre diesel spill) and its relevance to the site, Greencap contacted the site occupants of 24 Temple Court (Kuhmo Tyres) and spoke to Mr Rick Lametta (Kuhmo Tyres Warehouse Manager). Mr Lametta advised the following:

- He had been employed at the company since before occupation at 24 Temple court in 2002.
- He also recalled a generator being present on the site fronting Temple Court whilst the site was being developed and that the generator had leaked resulting in a large hole being excavated in the area that all employees were told to avoid.

3.5 Information Sources

- Department of Agriculture, Fisheries and Forestry and CSIRO – Provision of acid sulphate soil information;
- Department for Environment, Water & Natural Resources, South Australia – Provision of aerial photographs and groundwater information.
- Department for the Premier and Cabinet, SafeWork SA, South Australia – Provision of dangerous substance licence information.
- Department for Transport, Energy and Infrastructure, Lands Titles Office, South Australia - Provision of Certificate of Title information.
- Mrs Ann Blinman (East Waste Ottoway Office Manager), Ray Pawa (Operations Manager East Waste Ottoway), Mr Ron Burrows (Ionex Nominees Pty. Ltd. Owner) and Mr Rick Lametta (Warehouse Manager, Kuhmo Tyres) – Information on past and present site uses.
- City of Port Adelaide Enfield – Information on zoning.
- South Australian Environment Protection Authority – Information on any known environmental issues on the site.

4.0 SUMMARY OF POTENTIALLY CONTAMINATING ACTIVITIES

The historical site review and site inspection have revealed several potentially contaminating activities (PCA). The details of each of the PCAs, contaminant persistence / mobility are presented below.

PCA and likely location	Contaminants of Potential Concern	Persistence / mobility in soils and toxicity	Comments
On-site			
Imported fill used for site levelling purposes across the entire site as well as base course under buildings.	Heavy metals, PAH, TPH, asbestos	Heavy metals - Mobility = low, persistence = high PAH - Mobility = low, persistence = high TPH - Mobility = moderate, persistence = moderate Asbestos – Mobility = low to high (depending on whether friable or non-friable), persistence = high	The previous report by Rust PPK indicates that the site and wider area (part of the E&WS site) may have been levelled with fly ash (originating from the Osborne Power Station) and other fill materials including bitumen, concrete, building materials and foundry waste. The fill imported may be at least one metre deep in some areas. Imported fill from unknown sources was also likely to have been used as a base course under buildings and hardstand areas.
Former use of the entire site by E&WS	Various but may include acids & alkalis, TPH, PAH, heavy metals, BTEX, solvents, chlorine.	Heavy metals - Mobility = low, persistence = high PAH - Mobility = low, persistence = high TPH - Mobility = moderate, persistence = moderate BTEX – Mobility = moderate, persistence = high Solvents – mobility = high, persistence = high	The site is part of a wider area occupied by E&WS (Engineering & Water Supply Department). It is noted that the subject site appears to have been used primarily for car parking purposes during this time, but some chemicals (acids and chlorine) were noted to have been stored in the existing building on the northern portion of the site. In addition, the southern portion of the site appears to have been unsealed and used for storage (or similar) based on aerial photography.
Wash bay, service pit, collection pit, sumps and IBCs (southern portion of the site)	TPH and BTEX, heavy metals	TPH - Mobility = moderate, persistence = moderate, toxicity = moderate to high BTEX - Mobility = moderate, persistence = moderate, toxicity = high Heavy metals - Mobility = low, persistence = high, toxicity = high (in some instances)	The truck wash and associated collection pit were located in the centre of the southern portion of the site. The service pit, associated sump and IBCs were located in the eastern corner of the southern portion of the site. Greencap was advised that the separator pit in the truck wash bay was inspected by SA Water on an annual basis. Greencap was also advised that the truck wash bay sump, drums and IBCs were emptied/serviced on a regular basis. Generally the areas were noted to be in good order with no obvious significant issues.

PCA and likely location	Contaminants of Potential Concern	Persistence / mobility in soils and toxicity	Comments
Fuel, coolant and other chemical storage on southern portion of the site.	TPH, BTEX, PAH, solvents	PAH - Mobility = low, persistence = high, toxicity = high (in some instances) TPH - Mobility = moderate, persistence = moderate, toxicity = moderate to high BTEX - Mobility = moderate, persistence = moderate, toxicity = high Solvents - Mobility = moderate, persistence, moderate	A diesel AST (approximately 30,000L capacity), two fuel bowsers and an Adblue tank (10,000L) are located just north of the truck wash bay. Greencap was advised that no spills/leaks had occurred in relation to the tanks. A room located in the eastern corner of the workshop contained chemicals such as coolants, oils and solvents. The room sloped down from the main workshop area indicating the purpose for containing any potential spills. A flammable liquids cabinet was also located within the workshop. No obvious areas of spillages were evident during the site inspection.
Former generator on northern portion of the site.	TPH, BTEX, PAH	TPH - Mobility = moderate, persistence = moderate, toxicity = moderate to high BTEX - Mobility = moderate, persistence = moderate, toxicity = high PAH - Mobility = low, persistence = high, toxicity = high (in some instances)	SA EPA records indicate that a former temporary generator on site leaked approximately 800L of diesel prior to the site being connected to mains power. The information also suggests that visually impacted soils were removed in January 2003, a groundwater well installed in March 2003 and recovery of free phase hydrocarbons commenced in June 2003. Anecdotal evidence suggests that this spill may have in fact occurred on the Kuhmo Tyres site across Temple Court to the north based on discussions with staff employed by Kuhmo Tyres.
Electrical Transformer on northern portion of the site.	PCB, TPH	PCBs - mobility = low, persistence = high, toxicity = high TPH – Mobility = moderate, persistence = moderate, toxicity = moderate to high	An electrical transformer was noted fronting Temple Court in the northern portion of the site. The transformer was on top of a concrete slab which appeared in good condition.
Use of pest control chemicals under and within buildings	Heavy metals, OCPs	Heavy metals - Mobility = low, persistence = high OCP - Mobility = low to moderate, persistence = high	The use of OCPs as termite control chemicals was not completely discontinued until 1995 (Australian Pesticide and Veterinary Medicines Authority). Any impacts would likely be limited to near surface soils under or adjacent to the existing buildings.

PCA and likely location	Contaminants of Potential Concern	Persistence / mobility in soils and toxicity	Comments
Asbestos in building located in the northern portion of the site	Asbestos	Asbestos – Mobility = low to high (depending on whether friable or non-friable), persistence = high	Considering the age of the building on the northern portion of the site it is possible that asbestos containing products were used within the building, but it is noted that no asbestos register was viewed by Greencap during the inspection.
Off-site			
Groundwater impacts to the north east	Heavy metals (including hexavalent chromium), solvents	Heavy metals - Mobility = low, persistence = moderate Hexavalent chromium - - Mobility = moderate to high, persistence = moderate Solvents - Mobility = high, persistence, high	Previous reports identify that the groundwater under the site approximately 30 metres north east is impacted with timber treatment chemical residues assessed to be associated with historical use of copper chrome arsenate (CCA) in a timber treatment plant. There have also been other groundwater impacts identified in the vicinity of the treatment plant area, which appear to be related to oil and solvent residues. Hexavalent chromium was identified to be the primary chemical of concern. The dissolved chromium plume extends from the treatment plant to the south-western site boundary, but do not appear to extend under the 1 Temple Court site. A Detailed Risk Assessment completed for the site indicated that the groundwater impacts under the site conditions at the time of the report did not pose an unacceptable health or environmental risk.

Notes:
OCP = organochlorine pesticides TPH = total petroleum hydrocarbons PAH = polycyclic aromatic hydrocarbons PCB = polychlorinated biphenyls
BTEX = benzene, toluene, ethylbenzene, toluene

5.0 CONCLUSIONS

The historical information reviewed suggests that until the mid-1950s, the site was owned by various parties (of which the only owner of interest was a car body and coach manufacturer). Historical aerial photography indicates the site was part of a wider area of primarily vacant land during this time. In the mid-1950s, the site was purchased by the Minister of Works and occupied by SA Water (formerly Engineering & Water Supply Department). The site appears to have remained vacant until the 1970s, after which is was used for car parking and general storage purposes as part of the larger Ottoway Engineering & Water Supply Department site. The site was purchased in 1997 by Ionex Nominees Pty Ltd (current owner) and the entire site was used for the storage of machinery, trailers and other equipment until 2004. In 2004, the southern portion of the site was redeveloped and has been occupied by East Waste since this time and used as a depot. The northern portion of the site continued to be used for storage purposes until recently when it was cleared and it is now unoccupied.

The identified potential on-site sources of contamination associated with past and present site uses include:

- Uncontrolled fill brought onto the site from various sources for site levelling purposes. Previous reports suggest fly ash and other materials including bitumen, concrete, building materials and foundry waste may have been used. Fill from unknown sources would also have likely been used as a base course beneath hardstand or buildings.
- Use of the site by the former Ottoway Engineering and Water Supply Department. Although it is noted that the majority of the site appears to have been used for car parking purposes during this time, some chemical storage appears to have occurred on the site.
- The storage, use and disposal of various fuels, coolants and minor quantities of other chemicals as part of East Waste's operations. This includes an above ground diesel storage tank, Adblue tank and associated bowsers.
- Vehicle maintenance activities. Waste oils, etc from an existing service pit / area are drained or pumped into intermediate bulk containers (one aboveground and one below ground).
- An existing wash bay.
- Termite chemical applications beneath former and existing buildings.
- A transformer in the northern portion of the site.
- Use of pesticides and herbicides for general weed control.
- A former generator (and associated fuel storage).

It is noted that EPA records suggest the site is connected to the leaking of 800 litres of diesel fuel from a generator in January 2003, which caused groundwater contamination. Investigations conducted by Greencap identified discrepancies between the EPA records and other anecdotal information which indicate the spill may have occurred on a different site. As such, the location of the spill was not able to be confirmed at the time of reporting.

Potential off-site sources of contamination include various industrial properties in the surrounding area. Groundwater contamination has been identified on a property to the north east. The information reviewed suggests that the groundwater impacts under the site conditions at the time of the report did not pose an unacceptable health or environmental risk. The impacts were not identified to extend under the 1 Temple Court site.

Potential contaminants of interest associated with the identified potential sources of contamination may include (but not be limited to) heavy metals, fuels, oils, solvents, asbestos and various pesticides and herbicides.

6.0 LIMITATIONS OF THIS REPORT

This environmental site assessment report has been prepared in accordance with industry recognised standards and procedures at the time of the work. The report presents the results of the assessment based on the quoted scope of works (unless otherwise agreed in writing) for the specific purposes of the commission. No warranties expressed or implied are offered to any third parties and no liability will be accepted for use of this report by any third parties.

Information provided by third parties has been assumed to be correct and complete. AEC does not assume any liability for misrepresentation of information by third parties or for matters not visible, accessible or present on the subject property during any site inspections conducted during the time of the work.

The first stage in the site assessment process generally involves site history research and/or a site inspection. This stage is intended to establish whether there is a likelihood of site contamination. Depending on the location of the site and surrounding land use, there could be contamination present which could not have been identified by preliminary investigation of this nature - for example, if there had been dumping of waste liquids which has left no visual evidence and past owners were not aware of. If recommendations have been made on whether or not to conduct further investigation, these have been based on the likelihood of site contamination, and are generally based on the sensitivity of the proposed future use of the site. A more conservative approach is generally adopted for a sensitive future use such as residential or a child care centre. Subsequent stages of soil or groundwater investigation may follow. The site assessment process is often ongoing, with additional stages of investigation being required to resolve issues raised in previous stages of the investigation. In cases where sampling and analysis of soil and/or groundwater has been conducted, then the following standard limitations apply:-

- The results presented in the report apply only to the specific locations and the time the sampling was conducted. The nature and extent of contaminants present on a site can change due to physical disturbance or removal, chemical or biological transformation, or due to the migration of the contaminants to different areas.
- The borehole or test pit logs indicate the approximate subsurface conditions only at the specified test locations. Soil and rock formations are variable, and conditions in areas not sampled may differ from those at the actual sampling locations due to natural subsurface variation.
- The precision with which subsurface conditions are indicated depends largely on the frequency and method of sampling and investigation, and the degree of subsurface variation. There can be no complete guarantee that contaminants are not present at significant concentrations in some areas, even with the most thorough site assessment.
- Any conclusions or recommendations are based solely on the land use assumptions stated in the report. These conclusions or recommendations do not apply to any other land use for the site.

This report should be read in full. No responsibility is accepted for use of any part of this report in any other context or for any other purpose or by third parties. Opinions and judgements expressed herein are based on Greencap's understanding of current regulatory standards and should not be construed as legal opinions.

Preliminary Site Investigation

East Waste

1 Temple Court, Ottoway, South Australia

Appendix A: Certificates of Title and Council Zoning Information

McGees Property Offices

- **Adelaide**

  Level 9, 60 Waymouth Street
  Adelaide SA 5000

  T 08 8414 7800
  F 08 8231 1143

  adelaide@mcgees.com.au

- **Brisbane**

  Level 2, 145 Eagle Street
  Brisbane QLD 4000

  T 07 3231 9777
  F 07 3831 2312

  brisbane@mcgees.com.au

- **Darwin**

  Level 1, 82 Smith Street
  Darwin NT 0800

  T 08 8941 1550
  F 08 8941 2239

  darwin@mcgees.com.au

- **Perth**

  Level 2, 26 Clive Street
  WEST PERTH WA 6005

  T 08 9476 2000
  F 08 9431 9203

  perth@mcgees.com.au

- **Sydney**

  Level 3, 50 Pitt Street
  Sydney NSW 2000

  T 02 8247 5300
  F 02 9241 4555

  sydney@mcgees.com.au

- **Melbourne (Associated Office)**

  Sutherland Farrelly
  43 Agnes Street
  East Melbourne VIC 3002

  T 03 9650 3531
  F 03 9650 4568

  sutherlandfarrelly.com.au