



Integrated
Management
System

Planning Approval Consistency Assessment Form

SM ES-FT-414

Sydney Metro Integrated Management System (IMS)

Assessment Name:	Sydney Water Laydown Area (Carrington Road)
Prepared by:	Daniel Keegan (JHLOR)
Prepared for:	Sydney Metro
Assessment number:	SSJ-PACA -003 SMCSWSSJ-JHL-WSS-EM-REC-000005
Status:	Final
Version:	2
Planning approval:	SSI 15_7400 (C&SW)
Date required:	17/08/2018
iCentral number	SM-18-00115428

Form information – do not alter:

Form number	SM ES-FT-414
Applicable to:	Sydney Metro
Document Owner:	Principal Manager, Sustainability, Environment & Planning
System Owner:	Executive Director, Safety, Sustainability & Environment
Status:	Final
Version:	2.0
Date of issue:	14 July 2017
Review date:	14 July 2018
© Sydney Metro 2018	

Table of Contents

1.0 Existing Approved Project.....	3
2.0 Description of proposed development/activity/works	4
3.0 Timeframe.....	5
4.0 Site description	6
5.0 Site Environmental Characteristics	6
6.0 Justification for the proposed works.....	6
7.0 Environmental Benefit	7
8.0 Control Measures.....	7
9.0 Climate Change Impacts.....	7
10.0 Impact Assessment – Construction.....	8
11.0 Impact Assessment – Operation	12
12.0 Consistency with the Approved Project	14
13.0 Other Environmental Approvals.....	15
Author certification	16
Environmental Representative Review.....	16
Appendix A – Site Location	18
Appendix B – Lot Details	19
Appendix C – Landowner Consent	20

The Planning Approval Consistency Assessment Form should be completed in accordance with the Sydney Metro Planning Approval Consistency Assessment Procedure (SM ES-PW-314) and Sydney Metro Environmental Planning and Approval Manual (SM ES-ST-216)

1.0 Existing Approved Project

Planning approval reference details (Application/Document No. (including modifications)):

Sydney Metro City & Southwest - Chatswood to Sydenham (SSI 15_7400)

Mod 1 - Victoria Cross Station and Artarmon Substation - Sydney Metro City & Southwest - Chatswood to Sydenham

Mod 2 - Central Walk - Sydney Metro City & Southwest - Chatswood to Sydenham

Mod 3 - Martin Place Metro Station - Sydney Metro City & Southwest - Chatswood to Sydenham

Mod 4 - Sydenham Station and Metro Facility South - Sydney Metro City & Southwest - Chatswood to Sydenham

Date of determination:

EIS Approval Date – 09/01/2017

Modification 1 - 18/10/2017

Modification 2 – 21/12/2017

Modification 3 – 22/3/2018

Modification 4 – 13/12/2017

Type of planning approval:

Critical State Significant Infrastructure

Description of existing approved project you are assessing for consistency:

The Sydenham Station and Junction Works (assessed in Mod 4) includes the following:

- Demolition and reconstruction of platforms 1 and 2 for metro rail operations and a new aerial concourse connecting to new station entries at Railway Parade and Burrows Avenue. Upgrades to transport interchange facilities and provision for active transport would be delivered as part of the station works
- Track and rail system facilities – reconfiguration of existing track and rail systems to segregate the T3 Bankstown Line and the Goods Line, installation of metro tracks and rail systems including crossover and turnback facilities
- Adjustments to the Sydenham Pit and Drainage Pumping Station – including a new aqueduct over the pit, new pumping station and new maintenance access ramp
- Ancillary infrastructure and works – including fencing, maintenance access, utilities works, drainage, noise barriers, road and transport network works, bridge works, and temporary facilities to support construction.

Chapter 7 of the modification report describes the various construction activities, including:

- Installation of site environment management and traffic controls
- Establishment of construction sites

Construction sites would be required to support construction activities and other associated works for the proposed modification. It is assumed that construction activities would occur along the length of the rail corridor within the proposed modification area.

Additional construction sites would be required within the rail corridor to support the works at Sydenham Station. The Sydney Metro Trains Facility South would also be a construction site. Construction areas would be generally accessed via existing corridor gates along the rail corridor. In some locations new gates would also be installed.

Relevant background information (including EA, REF, Submissions Report, Director General's Report, MCoA):

Sydenham Station and Sydney Metro Trains Facility South Modification Report (June 2017)

Sydenham Station and Sydney Metro Trains Facility South Modification Submissions Report (October 2017)

Conditions of Approval (13/12/17)

All proposed works identified in this assessment would be undertaken in accordance with the mitigation measures identified in the EIS/PIR/modification report, submissions report and the conditions of approval.

2.0 Description of proposed development/activity/works

Describe ancillary activities, duration of work, working hours, machinery, staffing levels, impacts on utilities/authorities, wastes generated or hazardous substances/dangerous goods used.

This Consistency Assessment relates to the establishment of construction laydown adjacent to the existing project boundary. Two areas in the vicinity of Fraser Park are proposed;

- Within the rail corridor on ARTC land
- Within the Portuguese Club carpark

The Portuguese Club carpark is suitable for use as a construction laydown as is. Further establishment activities are required within the ARTC area including levelling of the existing ballast pad to reduce the slope gradient and the placing of a geofabric marker layer on top of the ballast.

Refer to Appendix A for a map of these locations.

The areas would be accessed via the existing access road within Fraser Park. Entry/Exit to Fraser Park will occur from Marrickville Road in accordance with the Traffic Management Plan.

The facility would consist of;

- Area for stockpiling of materials such as spoil, capping, stabilised sand and ballast
- Area for storage of construction materials associated with overhead wire, signals and CSR

Use of the facility would be mostly during rail possessions. Access may be required outside of possessions for deliveries and removal of waste spoil and other materials. Use of the area will occur on a continuing basis in consultation with ARTC and the Portuguese Club.

There would be no change to existing project staffing levels.

Plant used would include;

- 2t tipper
- Excavator
- Telehandler
- Multi-crane
- 14t Hydrema
- Bogie
- Water Cart
- Street Sweeper (Carrington Road)
- Static Roller
- Various Hand tools
- Concrete truck and concrete boom

A Port-a-loo would be located within the area during possessions.

No bulk quantities of dangerous or hazardous goods would be stored.

3.0 Timeframe

When will the proposed change take place? For how long?

The facility would be used initially for the rail possession on the weekend of the 25-26 August 2018 (WE08). The ARTC area would be established 1 week prior. The Portuguese club carpark would initially be in use from Thursday 23rd to Monday 27th (consultation ongoing with Portuguese Club). Further use would occur throughout the project, particularly during rail possessions on the Bankstown Line. Ongoing use will be undertaken in consultation with the land owners.

It is noted that the use may continue to the end of the Project in March 2021 (pending ongoing consultation with the Land Owner's)

4.0 Site description

Provide a description of the site on which the proposed works are to be carried out, including, Lot and Deposited Plan details, where available. Map to be included here or as an appendix. Detail of land owner.

Works would be carried out on land currently owned by ARTC (Lot 2 DP805700) and the Portuguese Club (Lot 1, DP805700). Refer to Appendix B for a map of lot details. JHLOR have obtained permission to utilise the land. See Appendix C.

The proposed Fraser Park Laydown Area is bordered by the ARTC Goods Line to the north and the Sydney Trains Bankstown line to the south. Access to the site is via Marrickville Road, Marrickville.

Access through the ARTC corridor will be maintained during the use of the ARTC Goods Line laydown.

Access will also be maintained to the Portuguese Club.

During a site walk-over it was observed that the ARTC Goods Line ARTC area has been stabilised with excess ballast.

The Portuguese Club carpark surface is in poor condition. It was observed that material from the Bankstown Line embankment has washed into Portuguese Club carpark.

5.0 Site Environmental Characteristics

Describe the environment (i.e., vegetation, nearby waterways, land use, surrounding land use), identify likely presence of protected flora/fauna and sensitive area.

Ground cover consists of ballast within the ARTC Goods Line laydown and asphalt within the Portuguese Club carpark.

The ARTC Goods Line area drains towards the Sydney Trains rail corridor, before draining into the Portuguese Club carpark.

The Portuguese Club carpark drains towards the grassed playing field area.

A large tree resides in the south-west corner of the Portuguese Club Carpark. Items will not be stored under the drip line of any trees.

The area is surrounded by rail corridor. The nearest residential properties are on Meeks Road, Marrickville.

There is no known protected flora or fauna in the area.

There are no heritage listed items within the area and no excavation will take place as part of the works.

6.0 Justification for the proposed works

Address the need for the proposed works, whether there are alternatives to the proposed works (and why these are not appropriate), and the consequences with not proceeding with the proposed work.

The proposed laydown is required to provide sufficient storage area for the Bankstown Line works. There is no storage area available within the vicinity and access to other storage areas is not always possible due to track works. Furthermore, any other potential storage areas within the vicinity of the project would require longer travel distances for plant and would potentially require material movements on public roads.

As such, there are no reasonable or feasible alternatives due to space constraints and access issues that restrict getting materials to this location from other areas in the rail corridor.

7.0 Environmental Benefit

Identify whether there are environmental benefits associated with the proposed works. If so, provide details:

- Smaller travel distance for on-site spoil movement – resulting in reduced fuel consumption.
- This area is beneficial as it is already surrounded by rail corridor. Use of the area would not result in any new environmental impacts

8.0 Control Measures

Will a project and site specific EMP be prepared? Are appropriate control measures already identified in an existing EMP?

Works will be completed under a minor works approval (pre-construction phase) and the project CEMP and CEMP subplans (construction phase). An ECM would be prepared and submitted as part of a minor works approval.

9.0 Climate Change Impacts

Is the site likely to be adversely affected by the impacts of climate change? If yes, what adaptation/mitigation measures will be incorporated into the design?

No. Works are minor in nature and would the area would only be used only during the construction phase of works. Utilising the site will result in reduced fuel usage, relative to alternative laydown locations.

10.0 Impact Assessment – Construction

Attach supporting evidence in the Appendices if required. Make reference to the relevant Appendix if used.

Aspect	Nature and extent of impacts (negative and positive) during construction (if control measures implemented) of the proposed/activity, relative to the Approved Project	Proposed Control Measures in addition to project COA and REMMs	Minimal Impact Y/N	Endorsed	
				Y/N	Comments
Flora and fauna	No vegetation or trees will be removed or impacted during the works.	No change from EIS and Modification No.4. Implementation of the CEMP and Flora and Fauna Procedure during construction.	Y	Y	
Water	Negligible impacts from runoff when controls measures within MWA are implemented The facility would not be situated in a flood zone.	Implementation of control measures as per the minor works approval prior to construction. Implementation of the CEMP and CSWMP during construction. Preparation and implementation of ESCP	Y	Y	
Air quality	Existing ground cover and appropriate stockpile management will result in minimal potential to generate any dust.	Implementation of control measures as per the minor works approval prior to construction. Implementation of the CEMP and AQMP during construction	Y	Y	
Noise vibration	Minimal impacts. Works will be consistent with already approved activities. There are no residential receivers adjacent to the laydown areas. Deliveries would occur mainly within standard construction hours and would be via the existing access track and Marrickville Road, Marrickville which is zoned as industrial.	Implementation of control measures as per the minor works approval prior to construction. Implementation of the CEMP and CNVMP during construction. Any works outside of normal hours will be subject to an out of hours work approval.	Y	Y	

Aspect	Nature and extent of impacts (negative and positive) during construction (if control measures implemented) of the proposed/activity, relative to the Approved Project	Proposed Control Measures in addition to project COA and REMMs	Minimal Impact Y/N	Endorsed	
				Y/N	Comments
Noise vibration Continued	The Portuguese Club will be consulted with in regards to potential noise impacts of any works in the vicinity of the club				
Indigenous heritage	There are no registered Aboriginal Heritage items in proximity to the works and no excavation works would be required for the laydown.	Implementation of control measures as per the minor works approval prior to construction. Implementation of the CEMP and CHMP during construction. Unexpected Finds would be managed as per the Sydney Metro Unexpected Heritage Finds Procedure	Y	y	
Non-indigenous heritage	There are no listed heritage items within the vicinity of the works. The Sydney Water Sewage Pumping Station 271 is over 40metres away on the southern side of the Bankstown Line.	Implementation of control measures as per the minor works approval prior to construction. Implementation of the CEMP and CHMP during construction. Unexpected Finds would be managed as per the Sydney Metro Unexpected Heritage Finds Procedure	Y	y	
Community and stakeholder	There would be minimal impacts on the community. Agreement to utilise the land has been agreed with the landholder. See Appendix C.	Ongoing consultation and notification as per the Community Communications Strategy	Y	y	
Traffic	There would be minimal impacts on the community. Entry to the site would be via	Implementation of control measures as per the minor works approval prior	Y	x	

Aspect	Nature and extent of impacts (negative and positive) during construction (if control measures implemented) of the proposed/activity, relative to the Approved Project	Proposed Control Measures in addition to project COA and REMMs	Minimal Impact Y/N	Endorsed	
				Y/N	Comments
	Marrickville Road, away from Residential Receivers. The laydown is bordered on all sides by rail corridor. Access is through an existing Sydney Trains access gate. Loss of parking at the Portuguese club will occur in consultation with the Portuguese Club.	to construction. Implementation of the CEMP and CTMP during construction. Traffic Control as required			
Waste	The laydown will enhance waste management by providing additional stockpiling space.	All waste generated will be classified and disposed of in accordance with NSW EPA Waste Classification Guidelines A layer of geofabric will be used as a marker layer to prevent spoil and quarry materials from mixing with the existing ballast within the ARTC area. Implementation of control measures as per the minor works approval prior to construction. Implementation of the CEMP and CWMP during construction.	Y	Y	
Social	No change from the EIS and Modification	No change from the EIS and Modification 4	Y	Y	
Economic	No change from the EIS and Modification	No change from the EIS and Modification 4	Y	Y	
Visual	Visual impacts would be minimal. The facility would only be visible from the rail corridor and adjacent sporting complex. There is no direct line of sight between the laydown area and any residential property. This is also the case with light from lighting towers due to	Implementation of control measures as per the minor works approval prior to construction. Implementation of the CEMP and VAMP during construction.	Y	Y	

Aspect	Nature and extent of impacts (negative and positive) during construction (if control measures implemented) of the proposed/activity, relative to the Approved Project	Proposed Control Measures in addition to project COA and REMMs	Minimal Impact Y/N	Endorsed	
				Y/N	Comments
	the Bankstown Line and ARTC Goods Line embankments.				
Urban design	No change from the EIS and Modification	No change from the EIS and Modification 4	Y	Y	
Geotechnical	No excavation works would be completed to establish the ancillary facility	No change from the EIS and Modification 4	Y	Y	
Land use	The facility would be temporary and returned to its original state at the end of the works.	No change from the EIS and Modification 4	Y	Y	
Climate Change	No change from the EIS and Modification	No change from the EIS and Modification 4	Y	Y	
Risk	No change from the EIS and Modification	No change from the EIS and Modification 4	Y	Y	
Other	No change from the EIS and Modification	No change from the EIS and Modification 4	Y	Y	
Management and mitigation measures	No change from the EIS and Modification	No change from the EIS and Modification 4	Y	Y	

11.0 Impact Assessment – Operation

Attach supporting evidence in the Appendix if required. Make reference to the relevant Appendix if used.

Aspect	Nature and extent of impacts (negative and positive) during operation (if control measures implemented) of the proposed activity/works, relative to the Approved Project	Proposed Control Measures in addition to project COA and REMMs	Minimal Impact Y/N	Endorsed	
				Y/N	Comments
Flora and fauna	No change from the EIS and Modification 4	N/A		Y	
Water	No change from the EIS and Modification 4	N/A		Y	
Air quality	No change from the EIS and Modification 4	N/A		Y	
Noise vibration	No change from the EIS and Modification 4	N/A		Y	
Indigenous heritage	No change from the EIS and Modification 4	N/A		Y	
Non-indigenous heritage	No change from the EIS and Modification 4	N/A		Y	
Community and stakeholder	No change from the EIS and Modification 4	N/A		Y	
Traffic	No change from the EIS and Modification 4	N/A		Y	
Waste	No change from the EIS and Modification 4	N/A		Y	
Social	No change from the EIS and Modification 4	N/A		Y	
Economic	No change from the EIS and Modification 4	N/A		Y	

Aspect	Nature and extent of impacts (negative and positive) during operation (if control measures implemented) of the proposed activity/works, relative to the Approved Project	Proposed Control Measures in addition to project COA and REMMs	Minimal Impact Y/N	Endorsed	
				Y/N	Comments
Visual	No change from the EIS and Modification 4	N/A		Y	
Urban design	No change from the EIS and Modification 4	N/A		Y	
Geotechnical	No change from the EIS and Modification 4	N/A		Y	
Land use	No change from the EIS and Modification 4	N/A		Y	
Climate Change	No change from the EIS and Modification 4	N/A		Y	
Risk	No change from the EIS and Modification 4	N/A		Y	
Other	No change from the EIS and Modification 4	N/A		Y	
Management and mitigation measures	No change from the EIS and Modification 4	N/A		Y	

12.0 Consistency with the Approved Project

Based on a review and understanding of the existing Approved Project and the proposed modifications, is there is a transformation of the Project?	No. The proposed works would not transform the project. The project would continue to provide a new metro rail line between Chatswood and Sydenham
Is the project as modified consistent with the objectives and functions of the Approved Project as a whole?	Yes. The proposed works would be consistent with the objectives and functions of the approved project.
Is the project as modified consistent with the objectives and functions of elements of the Approved Project?	Yes. The changes identified in this assessment are temporary and are consistent with the objectives and functions of the Approved Project
Are there any new environmental impacts as a result of the proposed works/modifications?	No new environmental risks are outstanding. All risks would be adequately addressed through the application of the mitigation measures in the above tables
Is the project as modified consistent with the conditions of approval?	Yes. The proposed works would be consistent with the conditions of approval
Are the impacts of the proposed activity/works known and understood?	Yes. The impacts of the proposed works are understood.
Are the impacts of the proposed activity/works able to be managed so as not to have an adverse impact?	Yes. The impacts of the proposed works can be managed so as to avoid an adverse impact.


13.0 Other Environmental Approvals

Identify all other approvals required for the project:

- Minor works approval required prior to the approval of the CEMP.


Author certification

To be completed by person preparing checklist.

I certify that to the best of my knowledge this Consistency Checklist: <ul style="list-style-type: none"> Examines and takes into account the fullest extent possible all matters affecting or likely to affect the environment as a result of activities associated with the Proposed Revision; and Examines the consistency of the Proposed Revision with the Approved Project; is accurate in all material respects and does not omit any material information. 			
Name:	Cameron Newling	Signature:	
Title:	Environment Manager		
Company:	JHLOR	Date:	14/08/2018

Environmental Representative Review

(Additional step for City & Southwest projects only – if this is a CA against a Northwest Project or REF delete this table)

As an approved ER for the Sydney Metro City & Southwest project, I have reviewed the information provided in this assessment. I am satisfied that mitigation measures are adequate to minimise the impact of the proposed work.			
Name:	Annabelle Tungol Reyes	Signature:	
Title:	Environmental Representative	Date:	15 August 2018

This section is for Sydney Metro only.

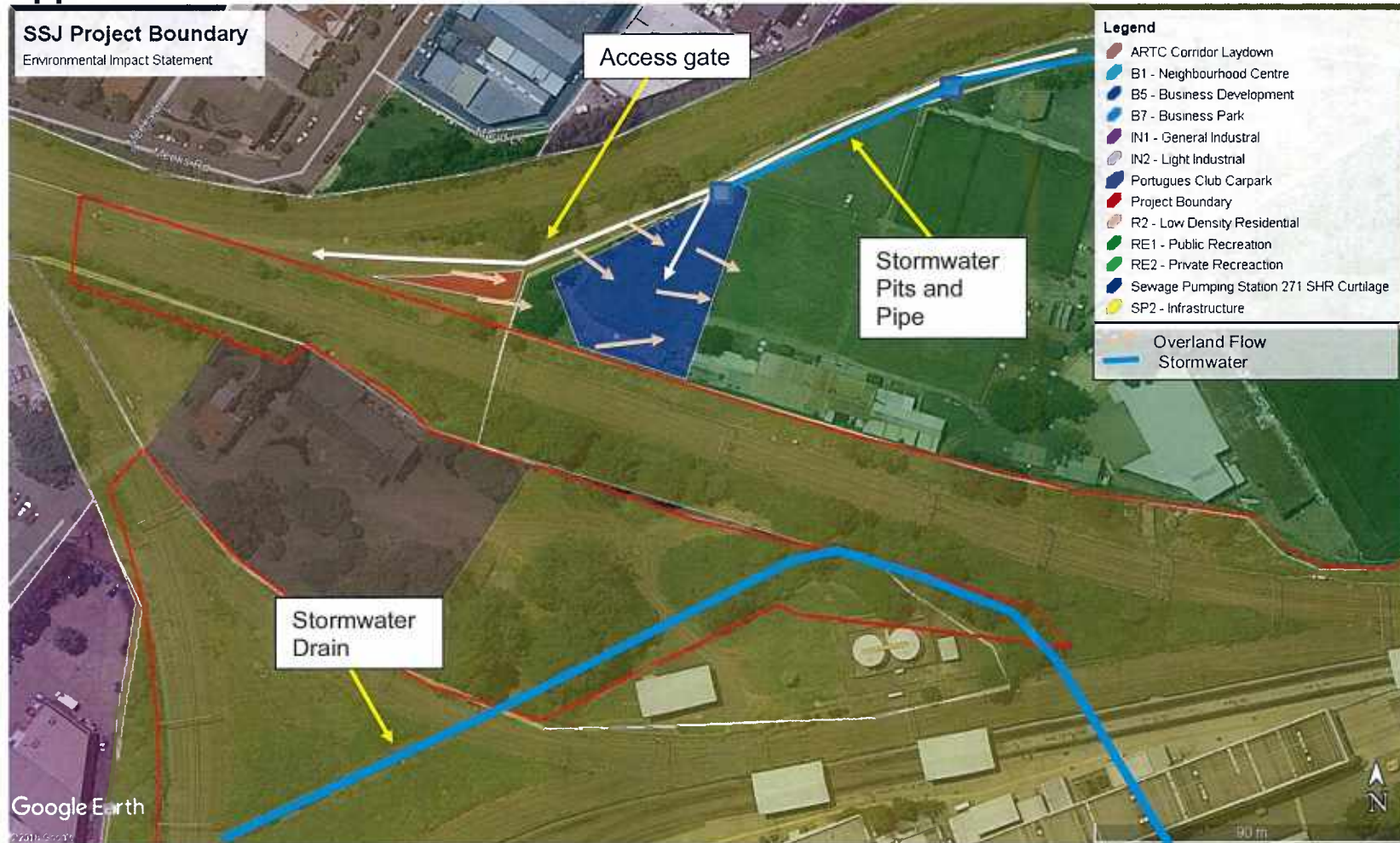
Application supported and submitted by			
Name:	Yvette Buchli	Date:	15/8/18
Title:	Environmental Planning Manager	Comments:	
Signature:			

Based on the above assessment, are the impacts and scope of the proposed activity/modification consistent with the existing Approved Project?

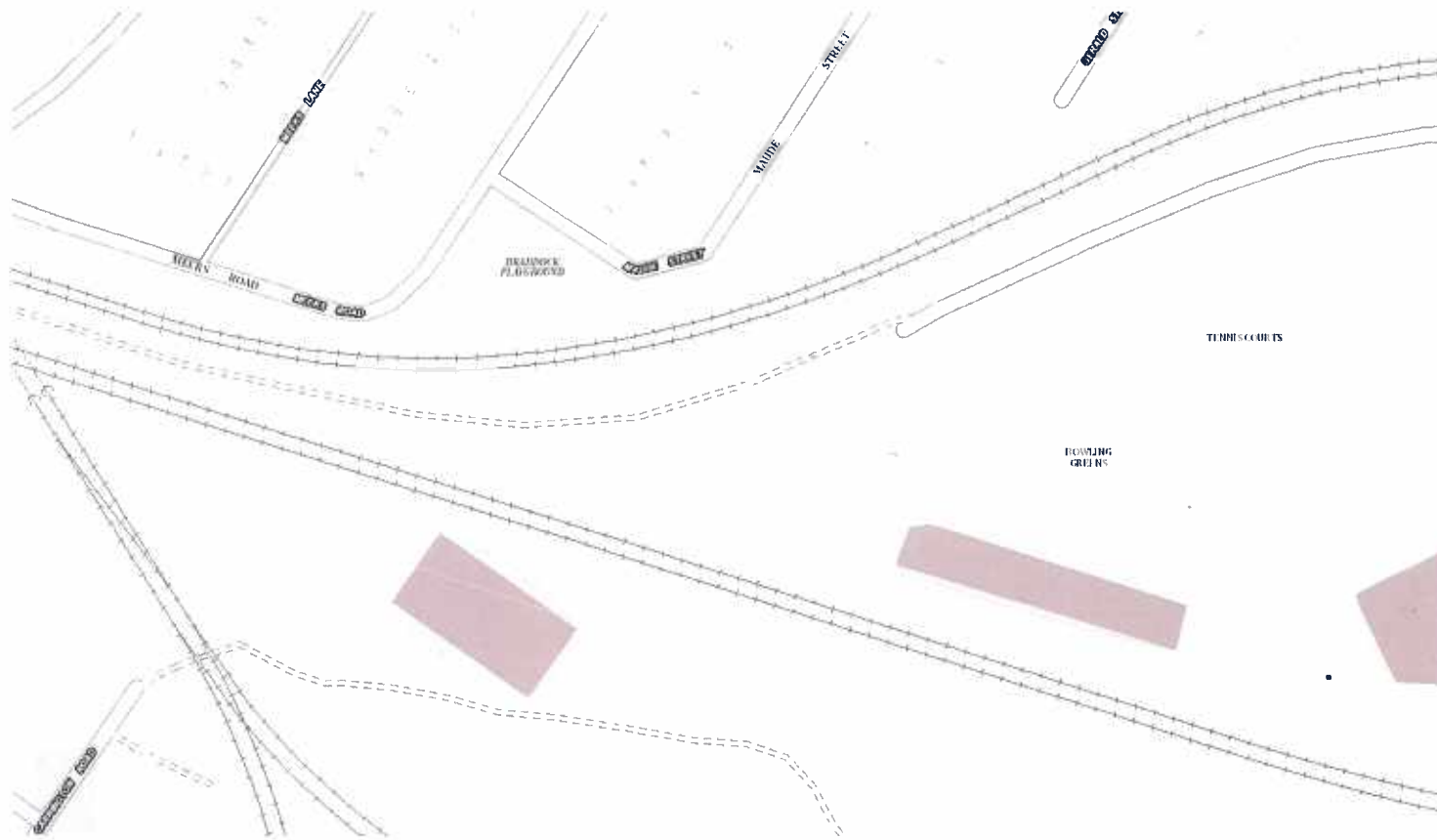
- Yes ☒ The proposed activity/works are consistent and no further assessment is required.
- No ☐ The proposed works/activity is not consistent with the Approved Project. A modification or a new activity approval/ consent is required. Advise Project Manager of appropriate alternative planning approvals pathway to be undertaken.

Endorsed by			
Name:	<i>FIL CERONE</i>	Date:	<i>16/8/18</i>
Title:	Principal Manager <i>Director</i> Northwest City & Southwest, Sustainability, Environment & Planning	Comments:	<i>-</i>
Signature:			

Appendix A – Site Location



Appendix B – Lot Details



Unclassified

Sydney Metro – Integrated Management System (IMS)

(Uncontrolled when printed)



Appendix C – Landowner Consent

*Also see attached ARTC Area photo as required by ARTC Representative

Keegan, Daniel

From: Fuller, Matthew
Sent: Friday, 10 August 2018 1:10 PM
To: Keegan, Daniel
Subject: Fwd: [EXT] Weekend 08 Sydney Metro SSJ access into Fraser Park

FYI below

Regards
Matt Fuller
0410 105 075

Begin forwarded message:

From: Ross Barber <RBarber@ARTC.com.au>
Date: 10 August 2018 at 13:09:14 AEST
To: "Fuller, Matthew" <matthew.fuller@ihloriv.com.au>
Subject: Re: [EXT] Weekend 08 Sydney Metro SSJ access into Fraser Park

Matt

That is correct

Ross

Sent from my iPhone

On 10 Aug 2018, at 12:17 pm, Fuller, Matthew <matthew.fuller@ihloriv.com.au> wrote:

Good Afternoon Ross,

To confirm discussions from the Finalisation Meeting on Wednesday.

SSJ project is permitted to store materials adjacent to the Fraser park access gate commencing the week leading into the Weekend 08 possessions and the week post.

Photos of the area will be taken prior to materials being stored and post area being cleared and send across to yourself

Please give me a call if you require any additional information

Thanks

Regards

Matt Fuller

Rail Safeworking Coordinator

Sydenham Station and Junction Project (SSJ)

John Holland Laing O'Rourke Joint Venture

Bligh House, Level 12, 4-6 Bligh St, Sydney NSW, 2000

mobile: +61 410 105 075

email: matthew.fuller@jhlorjv.com.au



LEASE
New South Wales
Real Property Act 1900

Leave this space clear. Affix additional
pages to the top left-hand corner.

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

STAMP DUTY

Revenue NSW use only

(A) TORRENS TITLE

Property leased

Folio identifier 1/805700 part being the part shown in Lot 11 in Deposited Plan

(B) LODGED BY

Document
Collection
Box

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

CODE

Reference:

L

(C) LESSOR

Sydney Portugal Community Club Limited

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

(D)

Encumbrances (if applicable):

(E) LESSEE

Laing O'Rourke Australia Construction Pty Ltd and John Holland Pty Ltd

(F)

TENANCY: Tenants in Common in Equal Shares

- (G)**
- 1. TERM** 14 August 2018
 - 2. COMMENCING DATE** 3 years, 4 months and 11 days
 - 3. TERMINATING DATE** 24 December 2021
 - With an **OPTION TO RENEW** for a period of 1 year
set out in clause 15 of Lease
 - With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
 - Together with and reserving the **RIGHTS** set out in clause N.A. of N.A.
 - Incorporates the provisions or additional material set out in **ANNEXURE(S)** A and B hereto.
 - Incorporates the provisions set out in N.A.
No. N.A.
 - The **RENT** is set out in item No. 9 of the Reference Schedule

DATE

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

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

Signature of witness:

Signature of lessor:

Name of witness: See page 20 of Annexure A
Address of witness:

I certify I am an eligible witness and that the lessee signed this dealing in my presence.
[See note* below].

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

Signature of witness:

Signature of lessee:

Name of witness: See page 20 of Annexure A
Address of witness:

(I) STATUTORY DECLARATION*

I

solemnly and sincerely declare that—

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

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

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

☐ Justice of the Peace (J.P. Number: _____) ☐ Practising Solicitor

☐ Other qualified witness [specify] _____,

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

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was a _____
(Omit ID No.)

Signature of witness:

Signature of applicant:

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

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

THIS IS ANNEXURE "A" TO THE LEASE BETWEEN THE SYDNEY PORTUGAL COMMUNITY CLUB LIMITED AS LESSOR AND LAING O'ROURKE AUSTRALIA CONSTRUCTION PTY LTD AND JOHN HOLLAND PTY LTD AS LESSEE OF 100 MARRICKVILLE ROAD, MARRICKVILLE, 2204

Contents

Reference Schedule	4
1 Definitions	6
2 Grant of Lease	9
3 Rent	9
4 Services	9
5 Other Costs	10
6 GST	10
7 Use of the Premises	11
8 Insurance	13
9 Release and indemnity	14
10 Assignment and subletting	14
11 Lessor's rights and obligations	14
12 Resumption	15
13 Default	15
14 End of Term	15
15 Option Lease	16
16 Notices	17
17 Early termination	17
18 Commencing Date	17
19 General	18
Execution	20

[Handwritten signature]



Reference Schedule

ITEM 1	DATE
ITEM 2	LAND Certificate of Title Folio Identifier 1/805700
ITEM 3	PREMISES 100 Marrickville Road, Marrickville 2204 part being the part shown as Lot 11 in the Premises Plan.
ITEM 4	LESSOR The Sydney Portugal Community Club Limited ACN 002 690 799 Address for Service Fraser Park, 100 Marrickville Road Marrickville NSW 2204
ITEM 5	LESSEE Laing O'Rourke Australia Construction Pty Ltd ACN 112 099 000 Address for Service Level 4, Innovation Place, Arthur Street, North Sydney, NSW 2060 John Holland Pty Ltd ACN 004 282 268 Address for Service Level 3, 65 Pirrama Road, Pyrmont NSW 2009
ITEM 6	TERM 3 years, 4 months and 11 days
ITEM 7	COMMENCING DATE 14 August 2018
ITEM 8	TERMINATING DATE 24 December 2021
ITEM 9	RENT (clause 3) \$1 (inclusive of GST).

ITEM 10

REVIEW DATES

- (a) Fixed Review Dates
Not applicable
- (b) Fixed Rate
Not applicable

ITEM 11

OPERATING COSTS (clause)

Not applicable

ITEM 12

PERMITTED USE (clause 7.1)

Any use permitted by Law

ITEM 13

PUBLIC LIABILITY INSURANCE AMOUNT (clause 8.1)

\$20,000,000.00.

ITEM 14

OPTION TO RENEW (clause 15)

Term: One (1) year.

Commencing Date: 25 December 2021

Terminating Date: 24 December 2022

Date

Parties

The Sydney Portugal Community Club Limited ACN 002 690 799 of 100 Marrickville Road, Marrickville 2204 (**Lessor**)

Laing O'Rourke Australia Construction Pty Ltd ACN 112 099 000 of Level 4, Innovation Place, Arthur Street, North Sydney, NSW 2060 and **John Holland Pty Ltd ACN 004 282 268** of Level 3, 65 Pirrama Road, Pyrmont NSW 2009, (together, the **Lessee**)

Agreed Terms

1 Definitions

In this document, these terms have the following meanings:

Authority	Includes any government or governmental, semi-governmental, administration, fiscal or financial body, department, commission, council, authority, tribunal, agency or entity.
Bank	An authorised deposit-taking institution as defined in the <i>Banking Act 1959</i> , the Reserve Bank of Australia or a state bank.
Business Day	Any day except a Bank or public holiday in the State or a Saturday or a Sunday.
Claim	Includes a claim, demand, remedy, suit, injury, damage, Loss, Cost, liability, action, proceeding or right of action.
Commencing Date	The commencing date set out in Item 7 .
Common Areas	<p>Those parts of the Land which the Lessor makes available for common use or which the Lessee requires to access the Premises which includes (but is not limited to):</p> <p>(a) walkways, pavements, driveways, access and egress roads; and</p> <p>(b) the areas shaded blue and yellow on the plans forming part of Exhibit A to this lease.</p>
Cost	A cost, charge, expense, outgoing, payment, fee or other expenditure of any nature.

Dealing	Any: (a) Transfer; or (b) Sublease.
Fixed Rate	The percentage set out in Item 10(b) .
Fixed Review Date	Each of the dates set out in Item 10(a) .
Hazardous Substances	Any substance, gas, liquid, chemical, mineral or other physical or biological matter which is or may become toxic, flammable, inflammable or which is otherwise harmful to the environment or any life form or which may cause pollution, contamination or any hazard or increase in toxicity in the environment or may leak or discharge or otherwise cause damage to any person, property or the environment.
Insolvent	A party being unable to pay its debts as and when they become due.
Item	An item in the Reference Schedule.
Land	The land described in Item 2 .
Law	Includes any statute, regulation, rule, proclamation, ordinance, by-law or code.
Lessee	The party described in Item 5 and, where relevant, includes the Lessee's successors, assigns, sublessee, licensees, employees, agents, contractors, invitees and customers.
Lessee's Property	All plant, equipment, fixtures, fittings, furniture and other goods in the Premises and which is not the Lessor's Property.
Lessee Works	The Contractor's Works under the Works Deed.
Lessor	The party described in Item 4 and, where relevant, includes the Lessor's successors, assigns, employees, agents and contractors.
Lessor's Property	All plant, equipment, fixtures, fittings, furnishings and other property in the Premises which the Lessor provides and, if relevant, includes the Services in or connected to the Premises.

Loss	<p>Any loss (including loss of profit and loss of expected profit), Claim, action, liability, proceeding, summons, demand, notice, damage, death, personal injury, suit, judgment, injunction, order, decree, Cost, charge, expense, outgoing, payment, diminution in value or deficiency of any kind or character which a party pays, suffers or incurs or is liable for including:</p> <ul style="list-style-type: none">(a) liabilities on account of taxes;(b) interest and other amounts to third parties;(c) legal (on a full indemnity basis) and other expenses reasonably incurred in connection with investigating or defending any Claim or action, whether or not resulting from any liability;(d) amounts paid in settlement of any Claim or action; and(e) consequential loss and damage (irrespective of its nature or occurrence).
Permitted Use	The use set out in Item 12 .
Premises	That part of the Land described in Item 3 .
Premises Plan	Deposited Plan number _____
Proposed Lessee	The proposed transferee, subtenant, licensee or other occupier under any proposed Dealing.
Reference Schedule	The reference schedule to this Lease.
Rent	The amount for the Term set out in Item 9 .
Services	<p>Any services or systems provided to the Land, which may include:</p> <ul style="list-style-type: none">(a) water, power, fuel, oil, garbage compacting and removal, waste disposal, sewerage, telecommunications, communication systems and public address systems, security, air conditioning, ventilation, escalators, fire protection, lift services, washroom and toilet services; and(b) the wires, pipes, ducting and other means of providing those services or systems to the Land.
State	New South Wales.
Sublease	A sublease or other parting with possession of the whole or part of the Premises and the granting of any licence, franchise or concession relating to the Premises.

Term	The term of this Lease set out in Item 6 for the period including the Commencing Date to and including the Terminating Date. The expression includes, in the context of any of the Lessee's obligations or the Lessor's rights, any holding over period.
Terminating Date	The terminating date set out in Item 8 .
Transfer	The transfer of the Lessee's interest under this Lease or in the Premises.
Works Deed	The works deed between the Lessor and the Lessee dated on or about the date of this document.

2 Grant of Lease

2.1 Grant

Subject to the provisions of this Lease, the Lessor leases the Premises to the Lessee and grants to the Lessee the right to use the Services and the Common Areas in common with others for the Term.

2.2 Holding over

If the Lessee continues to occupy the Premises after the Terminating Date with the Lessor's consent, the Lessee does so as a monthly tenant on the same terms as this Lease, modified so as to apply to a monthly tenancy and which a party may terminate on any day by giving at least one month's notice to the other, except that the Rent will be \$33,000 (inclusive of GST) per month payable on the first day of each month, from the day following the Terminating Date until the date the Lessee vacates the Premises on 24 December 2022 (unless otherwise agreed between the parties).

If necessary, the Lessor and Lessee must apportion the first and last instalments of the Rent during the above monthly tenancy on a daily basis.

3 Rent

3.1 Payment of Rent

The Lessor acknowledges that the Lessee has paid the Rent to the Lessor on demand for the Term.

4 Services

4.1 Services

- (a) The Lessor agrees that the Lessee may arrange for new or additional Services (or connections for Services) to be installed and provided to the Premises, including but not limited to new water and electricity connections.

- (b) If the Lessee arranges for new or additional Services to the Premises under **clause 4.1(a)**, the Lessee must pay the Cost of those Services directly to the relevant authority.

5 Other Costs

5.1 Duties and other Costs

- (a) The Lessee must pay the Lessor's reasonable legal costs of negotiating and finalising this Lease within 14 days of receipt of a valid tax invoice from the Lessor.
- (b) The Lessee must promptly pay for all duties and registration fees, Costs of preparation and registration of a lease plan and an application for Lessor's mortgagee's consent in connection with this Lease.
- (c) The Lessor must register this Lease and the deposited plan attached as Annexure B (if not registered by the Commencing Date) promptly after the Commencing Date and must procure the consent of any mortgagee to this Lease before the Commencing Date.

5.2 Payments

The Lessee must pay money payable to the Lessor under this Lease on or before the date that the payment is due or, if this Lease does not specify a particular date for payment, within five Business Days of demand.

5.3 Interest

If the Lessee does not pay any money payable to the Lessor under this Lease on time, the Lessee must pay late fees to the Lessor on the outstanding amount:

- (a) at the rate which is 2% per annum above the highest overdraft rate charged as at the due date for payment by the Lessor's nominated bank for commercial loans in excess of \$10,000, compounding on the last day of each month; and
- (b) from the date that the payment becomes due until the date the payment is made.

5.4 Premises Plan

The Lessor irrevocably authorises the Lessee or the Lessee's solicitor to complete the definition of Premises Plan and the front page of the Lease to include the deposited plan number of the plan attached as Annexure B once registered at NSW Land Registry Services.

6 GST

6.1 Monetary consideration

If:

- (a) GST is imposed on any supply made under or in accordance with this agreement; and
- (b) the consideration is a monetary payment,

the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made in accordance with this agreement.

6.2 Non-monetary consideration

If:

- (a) GST is imposed on any supply made under or in accordance with this agreement; and
- (b) the consideration is a non-monetary payment which is also a taxable supply,

the parties agree that they will each exchange tax invoices of equal amount for the GST-inclusive consideration of any such supplies at or before the time of payment.

6.3 Definitions

Capitalised terms used in this **clause 6** have the meaning given to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

7 Use of the Premises

7.1 Permitted Use

- (a) The Lessee must use the Premises only for the Permitted Use.
- (b) The Lessor gives no warranty as to the suitability of the Premises for any use.

7.2 Lessee's obligations

The Lessee must:

- (a) comply with all Laws in connection with the Premises and the Lessee's use and occupation of the Premises;
- (b) allow the Lessor to exercise its rights or comply with its obligations under and in accordance with the terms of this Lease; and
- (c) immediately notify the Lessor of any damage to or defect in the Services, the Lessor's Property, the Premises or the Land of which the Lessee is aware; and
- (d) comply with the Lessor's reasonable requirements relating to the Premises and the Land.

7.3 Prohibitions on use

The Lessee must not:

- (a) do anything in or around the Premises which, in the Lessor's reasonable opinion, causes damage, nuisance or disturbance to an occupier of the Land or an adjoining property having regard to the intended use of the Premises and Land by the Lessee and the works to be carried out under the Works Deed; or
- (b) do anything to pollute or contaminate the Land or its environment.

7.4 Common Areas and Access

- (a) The Lessor grants to the Lessee the right to use the Common Areas and use in common with others the Services and such other facilities, if any, as may be required for access to and normal use and enjoyment of the Premises.
- (b) The Lessor must ensure that the Lessee has access to and the Lessee may access and use:
 - (i) the Premises 24 hours a day seven days a week; and
 - (ii) the following parts of the Common Area and Land at the times detailed below:
 - (A) the area labelled Area 2 and shaded blue on the plan forming part of Exhibit B to this lease (**Area 2**) between 6.00am and 6.00pm each Monday to Friday, provided the Lessee pays to the Lessor a fee of \$5 per day per vehicle for each car space actually used by the Lessee in Area 2, which the Lessor acknowledges will be paid by the users at the time of entry to the car park via the parking meter installed in the vicinity of Area 2;
 - (B) the area labelled Area 3 and shaded orange on the plan forming part of Exhibit B to this lease at all times on Saturdays and Sundays when the Lessee requires planned possession, such dates to be agreed between the parties (acting reasonably and promptly) within a reasonable time, having regard to the Lessee's intended use, before access is required by the Lessee.

7.5 Lessee's Works

The Lessor consents to the Lessee carrying out the Lessee Works in accordance with the Works Deed.

7.6 Work health and safety

- (a) The Lessee must comply, and must ensure that any person that it engages to conduct work at the Premises complies, at all times, with the *Work Health and Safety Act 2011* (NSW) (**WHS Act**) and the *Work Health and Safety Regulation 2011* (NSW) (**WHS Regulations**) and ensure that it has adequate systems in place to identify, minimise and control all hazards.

- (b) The Lessee acknowledges that during the Term:
 - (i) the Lessee is the relevant duty holder under the WHS Act and WHS Regulation with responsibility for all health and safety matters in connection with any work performed in connection with the Lessee's use of the Land; and
 - (ii) the Lessor has no control or influence over health and safety matters in connection with the Lessee's use of the Land.
- (c) The Lessee agrees that if there is any Construction Project (as defined under the WHS Regulations) carried out at the Premises, Laing O'Rourke Australia Construction Pty Ltd ACN 112 099 000 will be the principal contractor for the Construction Project, unless it validly appoints another person as principal contractor, and the Lessee must comply with all of the Lessor's requirements in relation to work, health and safety.
- (d) The Lessee must notify the Lessor of any risks to health and safety of persons using the Premises or the Lessor's Property upon becoming aware of the risks, and of any notifiable incidents (within the meaning of the WHS Act).

8 Insurance

8.1 Lessee's insurance

The Lessee must, in respect of the Premises and any licensed areas that the Lessee uses, maintain during the Term with a reputable insurer in the name of the Lessee (and noting the interest of the Lessor, except in relation to the insurance referred to in **clause 8.1(b)**):

- (a) public liability insurance for not less than the sum stated in **Item 13** for a single occurrence;
- (b) insurance for the Lessee's Property for the full insurable replacement value; and
- (c) other insurances as required by Law.

8.2 Policy

The Lessee must:

- (a) ensure each insurance policy is effected with an insurer of good repute and sound financial backing which conducts business in Australia and is approved by the Lessor; and
- (b) promptly following a request by the Lessor, give a current certificate of currency issued by the insurer to the Lessor.

9 Release and indemnity

9.1 Lessee's risk

The Lessee enters the Land and occupies and uses the Premises and the Land at the Lessee's own risk.

9.2 Release

The Lessee releases the Lessor from any Claim which the Lessee may have against the Lessor in connection with the Lessee's occupation and use of the Premises and the Land except if and to the extent that that Claim arises because of the Lessor's default or negligence.

9.3 Indemnity

The Lessee is liable for and indemnifies the Lessor for any Loss that the Lessor is liable for to the extent that is wholly or partly due to or arising out of the Lessee's negligence or breach of this Lease, except if and to the extent that that Loss is caused or contributed by the Lessor's act, omission, default or negligence. It is not necessary for the Lessor to incur any expense or make any payment before enforcing this right of indemnity.

10 Assignment and subletting

10.1 Consent

The Lessee must not complete a Dealing without the Lessor's prior consent (such consent not to be unreasonably withheld).

10.2 Consent to Transfer or Sublease

The Lessor must give the Lessor's consent to a Transfer or Sublease if:

- (a) the Lessee proves to the Lessor's reasonable satisfaction that the Proposed Lessee is:
 - (i) respectable, responsible and solvent; and
 - (ii) in respect of a Transfer, capable of observing and performing the Lessee's obligations under this Lease;
- (b) in the case of a Sublease, the Lessee proves to the Lessor's satisfaction that the proposed sublease is consistent with this Lease.
- (c) If the Lessor does not respond to a request for consent to a Transfer or Sublease within 20 Business Days, the Lessor is taken to have consented to the Transfer or Sublease.

11 Lessor's rights and obligations

11.1 Quiet enjoyment

Except as this Lease otherwise provides, the Lessee may peacefully occupy the Premises for the Term without interruption or disturbance by the Lessor provided the Lessee pays the Rent and other money payable and complies with the Lessee's obligations under this Lease.

11.2 Lessor's right of entry

The Lessor may only enter the Premises at reasonable times after giving the Lessee reasonable prior notice and obtaining the Lessee's consent (not to be unreasonably withheld) provided that the Lessor must comply with the following in respect of the access required:

- (a) the Lessor must be accompanied by a representative of the Tenant at all times; and
- (b) the Lessor must follow the Lessee's directions and procedures in respect of any secure areas identified by the Lessee.

12 Resumption

12.1 Resumption

The Lessor or the Lessee may terminate this Lease by notice to the other if the Land or any part of it is resumed and, due to that resumption, the Premises cannot be used under this Lease or are inaccessible.

13 Default

13.1 Notice

If the Lessee breaches an obligation under this Lease, the Lessor may give the Lessee a notice specifying details of the Lessee's breach and the Lessor's reasonable requirements in relation to remedy of the breach (which may include the payment of reasonable compensation to the Lessor).

13.2 Termination

If the Lessee:

- (a) is Insolvent;
- (b) repudiates this Lease; or
- (c) fails to comply with a notice under **clause 13.1** within the time specified in that notice (or, if no time is specified, within a reasonable time),

then the Lessor may terminate this Lease after giving the Lessee 20 Business Days' notice.

14 End of Term

14.1 State of repair

- (a) When this Lease expires or terminates, the Lessee must:
 - (i) vacate the Premises;
 - (ii) reinstate the Premises to its condition as at the Commencing Date, including removal of any building or other structure installed on the Premises under the Works Deed;

- (iii) unless the Lessor requires otherwise, remove all additional Services and disconnect any Service connections to the Premises installed by or at the request of the Lessee during the Term
 - (iv) remove the Lessee's Property from the Premises, including all fitout;
 - (v) leave the Premises clean and free from rubbish; and
 - (vi) make good any damage to the Land arising from the Lessee carrying out its obligations under this **clauses 14.1(a)**.
- (b) If the Lessee fails to deliver the Premises to the Lessor in accordance with **clauses 14.1(a)(ii), 14.1(a)(iii) and 14.1(a)(vi)**:
 - (i) the Lessor may undertake any necessary works; and
 - (ii) the Lessee must pay the Lessor's Cost of doing so.
- (c) If the Lessee fails to remove the Lessee's Property in accordance with **clause 14.1(a)(iv)**, the Lessor may remove the Lessee's Property from the Premises and then store and dispose of it.

15 Option Lease

15.1 Definitions

In this clause:

Option Exercise Period means the period from and including the Commencing Date to but excluding the Terminating Date.

Option Lease means a further lease of the Premises for the further term set out in **Item 14**.

15.2 Option to renew

The Lessor must grant the Lessee the Option Lease on the day following the Terminating Date if the Lessee gives the Lessor notice that it wishes to take the Option Lease within the Option Exercise Period on or before the Terminating Date.

15.3 Terms of Option Lease

The Option Lease must be identical with this Lease except that:

- (a) Rent shall be an amount of \$33,000.00 (inclusive of GST) per month, payable on the first day of each month, from the day following the end of the initial term until the Lessee vacates the premises on the 24th of December 2022. If necessary, the Lessor and Lessee must apportion the first and last instalments of the Rent during the Option Lease on a daily basis;
- (b) if the particulars of the Option Lease are the only particulars set out in **Item 14**, this clause and **Item 14** are deleted;

- (c) if the particulars of more than one Option Lease are set out in **Item 14**, the particulars of the Option Lease first specified are deleted from **Item 14**; and
- (d) the commencing date, terminating date and term of the Option Lease at **Items 6, 7 and 8** must be completed to reflect the details in **Item 14**.

15.4 Parties to execute Option Lease

The Lessor and Lessee must execute the Option Lease as soon as practicable after service of an effective notice under **clause 15.2**.

16 Notices

16.1 Form of notice

A notice given by a party under this Lease:

- (a) must be in writing;
- (b) may be signed by that party or the solicitor for that party or, in the case of the Lessor, the Manager;
- (c) is sufficiently served on a party if left at or posted to the address of that party set out in **Item 4, 5 or 15**; and
- (d) is sufficiently served on the Lessee if left at or posted to the Premises or, if the Lessee is a body corporate, the Lessee's registered office.

Email and facsimile are not valid forms of service under this Lease.

16.2 Time of service

- (a) A notice is taken to be given:
 - (i) if sent by post, on the fourth day after posting; and
 - (ii) if left at an address permitted by **clause 16.1**, on the date of delivery (except when left on a day that is not a Business Day or after 5.00 pm on a Business Day, in which case delivery is deemed to have occurred at 9.00 am on the following Business Day).
- (b) If a notice is given multiple times then the notice is taken to have been given at the time and in the place the notice was first served.

17 Early termination

Despite any other provision in this Lease, the Lessee may end this Lease at any time (**Early Termination Date**) by giving the Lessor written notice at least three months prior to the Early Termination Date.

18 Commencing Date

- (a) The Commencing Date is 14 August 2018.

- (b) The Lessor irrevocably authorises the Lessee or the Lessee's solicitor to complete the reference schedule and the front page of the Lease to include:
 - (i) the Commencing Date with the date determined in accordance with **clause 18(a)** of this Lease;
 - (ii) the Term at Item 6 with the period commencing on the Commencing Date and ending on the Terminating Date (inclusive);
 - (iii) any other details required in order to complete the Lease in accordance with the terms of this Lease.

19 General

19.1 Interpretation

In this Lease, unless the context otherwise requires:

- (a) if the words 'Not applicable' or 'N/A', or any words of a similar meaning, appear against an Item in the Reference Schedule then any clause referring or relating to that Item does not apply to this Lease;
- (b) the singular includes the plural and vice versa;
- (c) if a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;
- (d) headings and bold type have been inserted for guidance only and do not affect the interpretation of this Lease;
- (e) clause, schedule, attachment, annexure or exhibit means a clause or schedule of, or an attachment, annexure or exhibit to this Lease;
- (f) the word 'including' in any form is not a word of limitation;
- (g) month or monthly means calendar month or calendar monthly;
- (h) a statute includes its amendments and replacements and regulations under it;
- (i) any gender includes all genders;
- (j) a person includes:
 - (i) a corporation, partnership, joint venture and government body;
 - (ii) the person's executors, administrators, successors, assigns, substitutes and persons who take by novation; and
 - (iii) where the context permits, the employees, agents, contractors and invitees of that person;
- (k) a body or authority means, if that body or authority has ceased to exist, the body or authority which then serves substantially the same objects as that body or authority; and

- (l) if a party is more than one person, each person is bound as an individual and they are all bound together jointly and severally.

19.2 Deed

This document is a deed. Factors which might suggest otherwise are to be disregarded.

19.3 Compliance on Business Day

Anything to be done on a day which is not a Business Day must be done on the next Business Day.

19.4 Law

This Lease is governed by the Laws of the New South Wales.

19.5 Implied obligations and powers

- (a) The covenants and powers implied in every lease by sections 84, 84A and 85 of the *Conveyancing Act 1919* (NSW) do not apply and will not be implied in this Lease.
- (b) To the extent possible, the provisions implied in a lease by any other Law do not apply and will not be implied in this Lease.

19.6 Covenants

Each obligation undertaken by a party to this Lease is a covenant by that party.

19.7 Entire agreement

This Lease and the Works Deed dated on or about the date of this Lease comprises the whole agreement between the parties in relation to the letting of the Premises and supersedes all previous negotiations, understandings and agreements.

19.8 Severability

- (a) If a provision of this Lease is illegal, invalid or unenforceable, then that provision is read down to the extent necessary to give it a valid operation.
- (b) If a provision or part of it cannot be read down then that provision or part is deemed to be void and severable and the remainder of this Lease continues to be valid and enforceable.

19.9 Survival of indemnities

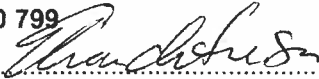
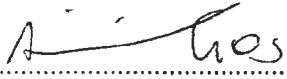
Each indemnity in this Lease:

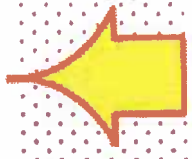
- (a) is a continuing obligation, separate from the other obligations of a party; and
- (b) survives termination of this Lease.



Execution

Executed as a deed.

Executed by The Sydney Portugal Community Club Limited ACN 002)	
→ 690 799)	→
		
.....	
Company Secretary/Director		Director
→ ELIANA RODRIGUES DE SOUSA		→ AVICETO MIGUEL GOUVEIA
.....	
Name of Company Secretary/Director (print)		Name of Director (print) VAIRINHOS

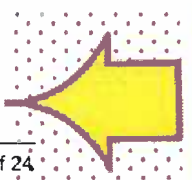


Executed by Laing O'Rourke Australia Construction Pty Ltd ACN)	
→ 112 099 000)	→
.....	
Company Secretary/Director		Director
→		→
.....	
Name of Company Secretary/Director (print)		Name of Director (print)

Executed by John Holland Pty Ltd ACN 004 282 268)	
→)	→
.....	
Company Secretary/Director		Director
→		→
.....	
Name of Company Secretary/Director (print)		Name of Director (print)

Annexure B Plan

As per *Eliza Adams*

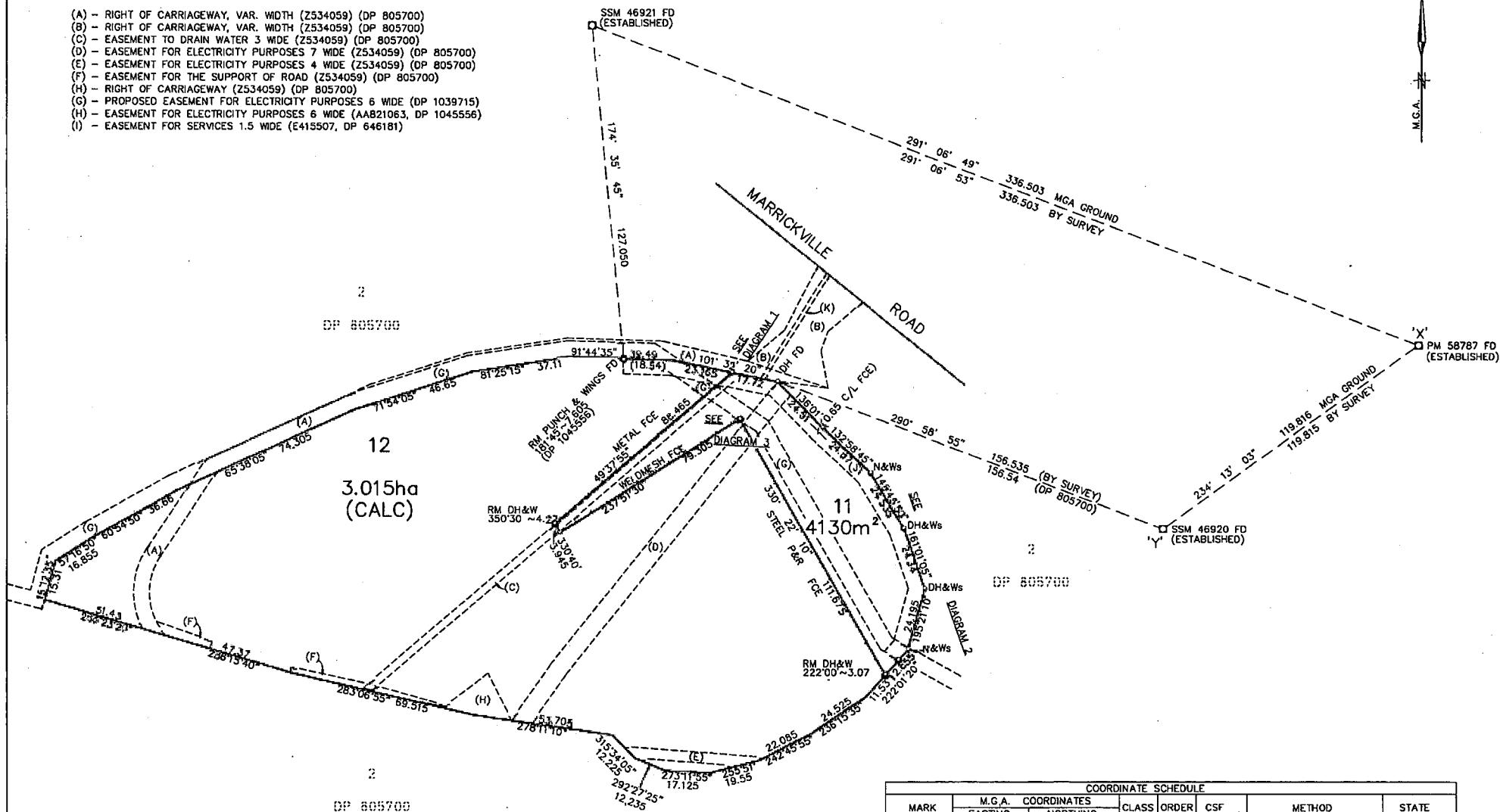


PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 1 sheet(s)
Office Use Only	Office Use Only	
Registered:		
Title System:		
PLAN OF SUBDIVISION OF LOT 1 DP 805700 FOR LEASE PURPOSES	LGA: INNER WEST Locality: MARRICKVILLE Parish: PETERSHAM County: CUMBERLAND	
<p align="center">Survey Certificate</p> <p>I, ALEXANDER BURRIDGE of 116 MILITARY RD, NEUTRAL BAY, NSW 2089 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on, or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding ** LOT 11 and CONNECTIONS was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, 21/06/2018 the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i></p> <p>Datum Line: 'X' - 'Y'</p> <p>Type: *Urban/*Rural-</p> <p>The terrain is *Level-Undulating / *Steep/Mountainous.</p> <p>Signature: Dated:</p> <p>Surveyor Identification No: 8482..... Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p align="center">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	
	<p align="center">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>*Strike through if inapplicable.</p>	
<p>Plans used in the preparation of survey/compilation.</p> <p>DP 646181 DP 805700 DP 1039715 DP 1045556</p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p>	
Surveyor's Reference: 501672-SSJ	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

Alexander Burridge



- (A) - RIGHT OF CARRIAGEWAY, VAR. WIDTH (Z534059) (DP 805700)
 (B) - RIGHT OF CARRIAGEWAY, VAR. WIDTH (Z534059) (DP 805700)
 (C) - EASEMENT TO DRAIN WATER 3 WIDE (Z534059) (DP 805700)
 (D) - EASEMENT FOR ELECTRICITY PURPOSES 7 WIDE (Z534059) (DP 805700)
 (E) - EASEMENT FOR ELECTRICITY PURPOSES 4 WIDE (Z534059) (DP 805700)
 (F) - EASEMENT FOR THE SUPPORT OF ROAD (Z534059) (DP 805700)
 (H) - RIGHT OF CARRIAGEWAY (Z534059) (DP 805700)
 (G) - PROPOSED EASEMENT FOR ELECTRICITY PURPOSES 6 WIDE (DP 1039715)
 (H) - EASEMENT FOR ELECTRICITY PURPOSES 6 WIDE (AAB21063, DP 1045556)
 (I) - EASEMENT FOR SERVICES 1.5 WIDE (E415507, DP 646181)



COORDINATE SCHEDULE						
MARK	M.G.A. COORDINATES		CLASS	ORDER	CSF	METHOD
	EASTING	NORTHING				
SSM 46920	330319.343	6245723.396	B	2	0.999951	FROM SCIMS
SSM 46921	330102.641	6245914.658	B	2	0.999952	FROM SCIMS
PM 58787	330416.538	6245793.450	B	2	0.999949	FROM SCIMS
DATE OF SCIMS COORDINATES: 18-06-2018 MGA ZONE: 56 MGA DATUM: GDA94						

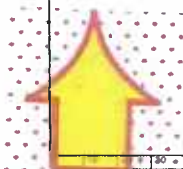
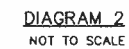
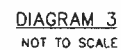
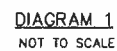
Surveyor: ALEXANDER BURRIDGE
 Date of Survey: 21/09/2018
 Surveyor's Reference: 501872-SSJ

PLAN OF SUBDIVISION OF LOT 1 DP 805700
 FOR LEASE PURPOSES

LGA: INNER WEST
 Locality: MARRICKVILLE
 Subdivision No:
 Lengths are in metres, Reduction Ratio 1 : 1000

Registered

DP



DP

THIS IS "EXHIBIT A" (CAR PARK AND COMMON AREA PLAN)
TO THE LEASE BETWEEN
THE SYDNEY PORTUGAL COMMUNITY CLUB LIMITED (AS LESSOR)
AND
LAING O'ROURKE AUSTRALIA CONSTRUCTION PTY LTD AND JOHN HOLLAND
PTY LTD (AS LESSEE)
OF 100 MARRICKVILLE ROAD, MARRICKVILLE, 2204

Signed by the parties by way of identification

Lessor

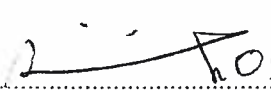
Executed by The Sydney Portugal
Community Club Limited ACN 002

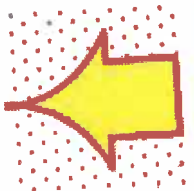
→ 690 799


.....
Company Secretary/Director

→ ELIANA RODRIGUES DE SOUSA →
.....
Name of Company Secretary/Director
(print)

Director


.....
Name of Director (print) AMELFO MIGUEL GOUEIA
VAIRINHOS



Lessee

Executed by Laing O'Rourke
Australia Construction Pty Ltd ACN

→ 112 099 000

.....
Company Secretary/Director

→
.....
Name of Company Secretary/Director
(print)

Director

.....
Name of Director (print)

Executed by John Holland Pty Ltd
ACN 004 282 268

)
)

→
Company Secretary/Director

→
Director



→
Name of Company Secretary/Director
(print)

→
Name of Director (print)

**SSJ - Annexure C - Car Park and Common
Area Plan**



KEY

-  Common Areas to be used when required in agreement with JHLORJV & Portuguese Club
-  Shared Access Road with Sydney Trains JHLORJV & Portuguese Club

THIS IS "EXHIBIT B"
TO THE LEASE BETWEEN
THE SYDNEY PORTUGAL COMMUNITY CLUB LIMITED (AS LESSOR)
AND
LAING O'ROURKE AUSTRALIA CONSTRUCTION PTY LTD AND JOHN HOLLAND
PTY LTD (AS LESSEE)
OF 100 MARRICKVILLE ROAD, MARRICKVILLE, 2204

Signed by the parties by way of identification

Lessor

Executed by The Sydney Portugal
Community Club Limited ACN 002
→ 690 799

Company Secretary/Director

→ ELIANA RODRIGUES DE SOUSA
Name of Company Secretary/Director
(print)

Director

→ ANICETO MIGUEL GOUVEIA
Name of Director (print) VAIRINHOS



Lessee

Executed by Laing O'Rourke
Australia Construction Pty Ltd ACN
→ 112 099 000

Company Secretary/Director

→
Name of Company Secretary/Director
(print)

Director

→
Name of Director (print)

Executed by John Holland Pty Ltd
ACN 004 282 268

)
)

→

.....
Company Secretary/Director

→

.....
Director

→

.....
Name of Company Secretary/Director
(print)





→

.....
Name of Director (print)

SSJ - Schedule 6 - Licensed Area Drawings



KEY

-  Area 1 showing JHLOR JV compound and access road – full unhindered access for duration of project
-  Area 2 – visitor parking – access for project staff between 6am and 6pm on weekdays – daily rate for project staff to use parking will be at a cost of \$5 per vehicle
-  Area 3 – member parking – access for possessions only – dates and times to be mutually agreed between both parties prior to access.
-  Area 4 - Sydney Portugal Community Club use only

