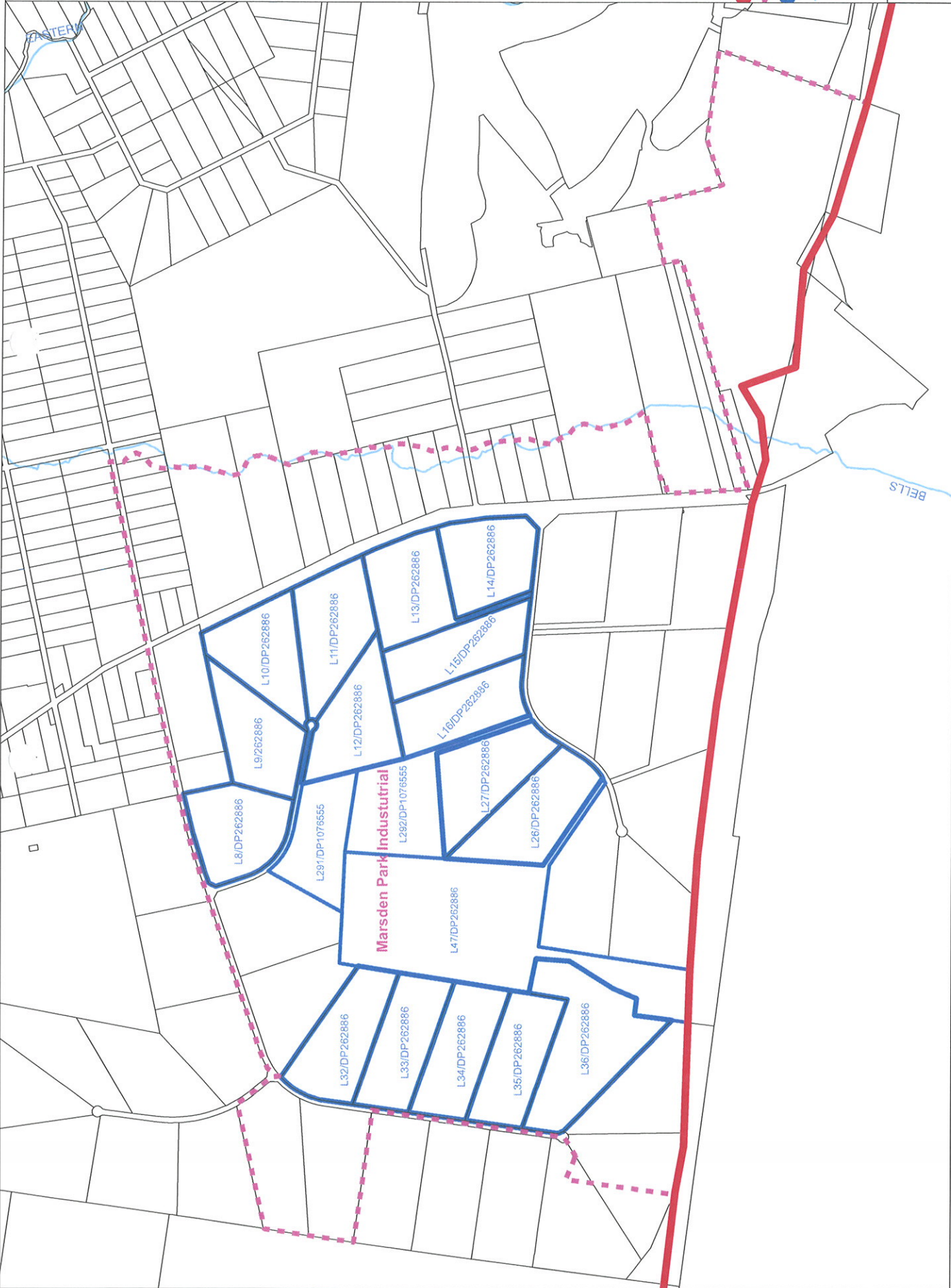
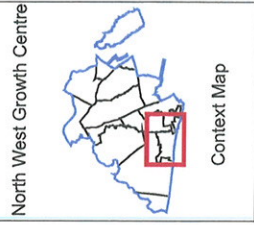


- NOTES**
- Provision for traffic during construction to be in accordance with the current AS1742.3 and RTA publication "Traffic Control at Work Sites".
 - All mountable kerbs to be painted reflective white.
 - All measurement are in metres unless otherwise shown.
 - Utility information shown on these plans is intended to depict the presence of services only. Actual location and depth shall be verified prior to construction.
 - All traffic movements are to be maintained throughout the course of the works.
 - Provide earth table drains where required.
- ASSUMPTIONS**
- All work to be carried out in accordance with current RTA OA specification, Blacktown City Council and Australian Standards.
 - Existing pavement to be reconstructed where required.
 - All utilities to be relocated to standard footway allocation.
 - No special utility protection structures required.
 - Assumed pavement configuration.
 - All land required for construction to be acquired prior to commencement of construction.
 - Property adjustment details to be determined.

PLAN
SCALE 1:1000

ROADS AND TRAFFIC AUTHORITY OF NSW		FILE No.	DRAWING	PRINTED DATE	SHEET No.
BLACKTOWN CITY COUNCIL		8475DARC1	8475darc1.dwg	10/09/2010	C1
MR 537 RICHMOND ROAD		REGISTRATION NUMBER		0537.040.CD.0011	
RECONSTRUCTION AND INTERSECTION WORKS BETWEEN BELLS CREEK AND GRANGE AVE, MARSDEN PARK					
TOWNSON ROAD INTERIM INTERSECTION CONCEPT - STAGE 0					
PREPARED BY J. WYNDHAM PRINCE CONSULTING CIVIL INFRASTRUCTURE ENGINEER & PROJECT MANAGER					
DESIGNED SW					
DRAWN SW					
REVIEWED JS					
ISSUED FOR REVIEW Amendment Description		No.		Date	
A3 original		SW		09/09/10	
This sheet may be prepared using colour and may be incomplete if copied		Initials		Date	
Co-ordinate System: MGA Zone 55		Height Datum: A.H.D.			
SCALES		SCALE 1:1000m (A1 Sheet)		SCALE 1:1000	

Annexure F - Plan of the Land



- Legend
- NW Growth Centre Boundary
 - Marsden Park Industrial Precinct Boundary
 - Marsden Park Industrial Precinct - Subject Land
 - Bells Creek

October 2009

Disclaimer:
The information contained on this map is, to the best of the Government's knowledge correct, however, no liability is accepted for any loss or damage resulting from any person relying upon or using the information contained in the map.



Marsden Park Industrial Precinct - Subject Land

Printing Date: September 9, 2008 File: G:\CCCGCC - NDECC COMMUNICATIONS\SR Resources\15 GIS\PROJECTS\Marsden Park Industrial\MPIndustrial_Precinct_Subject_Land_20091013.mxd

Annexure G - Infrastructure Delivery Report



- Project Management
- Management Consulting
- Property
- Events
- Technology

**MARSDEN PARK INDUSTRIAL PRECINCT
INFRASTRUCTURE DELIVERY REPORT
15 SEPTEMBER 2010**

APP Corporation



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1. INTRODUCTION

This services report has been prepared as part of the Precinct Planning for the Marsden Park Industrial Precinct. The report summarises the servicing strategy for the primary services required to service the Marsden Park Industrial Precinct. Furthermore, the possible servicing arrangements for each of the primary utilities is addressed which shows how the Precinct can be best serviced to ensure the Precinct is developed in accordance with the requirements of the Indicative Layout Plan (ILP) and the Department of Planning.

The servicing strategy and planning has been completed in consultation with key utilities agencies, Blacktown Council and the Department of Planning. The Department of Planning has required that the following items of infrastructure are to be provided to the Precinct:

- Sewer;
- Water;
- Recycled Water;
- Electricity; and
- Telecommunications.

In addition to the above, we have also included review of the supply of natural gas to the Precinct.

Key Stakeholders and Agencies for the Precinct are:

- | | |
|----------------------|--------------------------|
| • Water | Sydney Water Corporation |
| • Sewer | Sydney Water Corporation |
| • Recycled Water | Sydney Water Corporation |
| • Electricity; | Integral Energy |
| • Telecommunications | Telstra |
| • Natural Gas | Alinta |

2. SITE DESCRIPTION

The Marsden Park Industrial Precinct is located within the North West Growth Centre in the Blacktown Local Government Area. The Precinct is located off Richmond Road approximately 1km north of the M7 Richmond Rd exits and is bounded by Bells Creek to the east, South Street to the north and west and Castlereagh Freeway corridor to the south.

The Precinct is surrounded by the existing suburbs of Hassell Grove and Bidwell to the south, the Colebee residential Precinct to the east and Marsden Park residential precinct to the north. The existing Precinct currently includes a waste disposal facility, caravan park, Mosque, agricultural and farming properties and mixed business along Richmond Road.

The total area of the precinct is approximately 550.3 hectares of land as shown in Table 1.

Land Use Zone	Area (Hectares)
R2	15.1
R3	29.8
B7	67.4
B5	36.5
IN2	205.0
Drainage	51.9
Conservation, Riparian & Open Space	93.1
Road Reserves	51.5
Total	550.3

Table 1: Area Schedule

3. INFRASTRUCTURE ASSESSMENT

3.1. *Overview & Servicing Arrangements*

The Marsden Park Industrial Precinct presently has very limited infrastructure servicing capacity. This is due to its proximity to major infrastructure services and the historically low demand for service given its rural land use. The infrastructure services assessment has been prepared for the following services:

- Water;
- Sewer;
- Recycled Water;
- Electricity;
- Telecommunications; and
- Natural Gas.

3.2. *Water*

3.2.1. *Existing Infrastructure, Operations and Capacity*

With the exception of a short length of 100mm water main in South Street and Richmond Road there is no potable water infrastructure available to service the Precinct. Capacity to service the Precinct with bulk water has recently been provided for with the recent upgrade of storage capacity at Minchinbury Reservoir.

3.2.2. *Servicing Strategy*

The Sydney Water Corporation (SWC) Ultimate Servicing Strategy for water supply to the Marsden Park area involves servicing from the Minchinbury system via the existing Mt Druitt reservoirs shown in Figure 1. It is proposed ultimately to service the Precinct via a 3.8km long 600mm diameter outlet main from Mt Druitt. This main will deliver bulk water to future surface and elevated storages to be located at Marsden Park.

Water supply to the first stages of development will see the extension of water supply mains to the precinct. These supply mains will be laid within the precinct road network providing access for development to improved water supply. It may be necessary to locally boost supply rates and pressures by providing booster pump stations, prior to the construction of reservoirs. The need for booster pump stations in the early stages of development will be assessed as the nature and location of development is known.

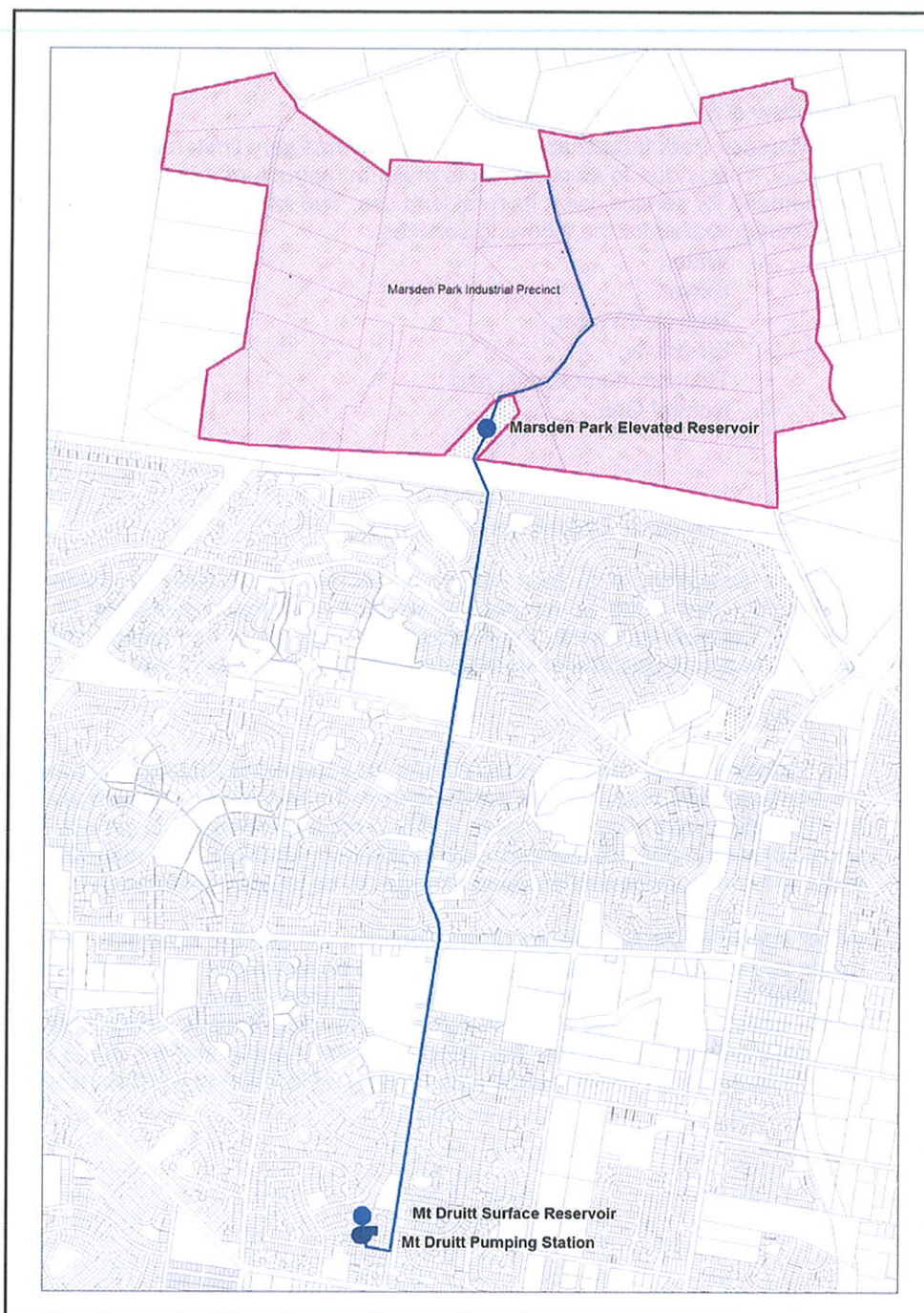


Figure 1: Proposed Water Servicing Strategy (Source: Sydney Water Corporation)

3.3. Sewer Supply

3.3.1. Existing Infrastructure, Operations and Capacity

The site has three separate catchment areas which all drain to the north. There is currently no suitable existing sewerage infrastructure near the site.

3.3.2. Servicing Strategy

The SWC Ultimate Servicing Strategy is for the Precinct to be serviced by gravity sewers to Riverstone STP as shown in Figure 2. This requires the construction of four carrier mains together with two Sewage Pumping Stations (SPS's). Final location and delivery of these trunk mains will require extensive negotiation with Marsden Park (Residential) Precinct landowners. The total length of carriers required is approximately 18km and the length of rising main required is 3.2km. There are significant cost and operational limitations with this option as an initial sewerage service solution.

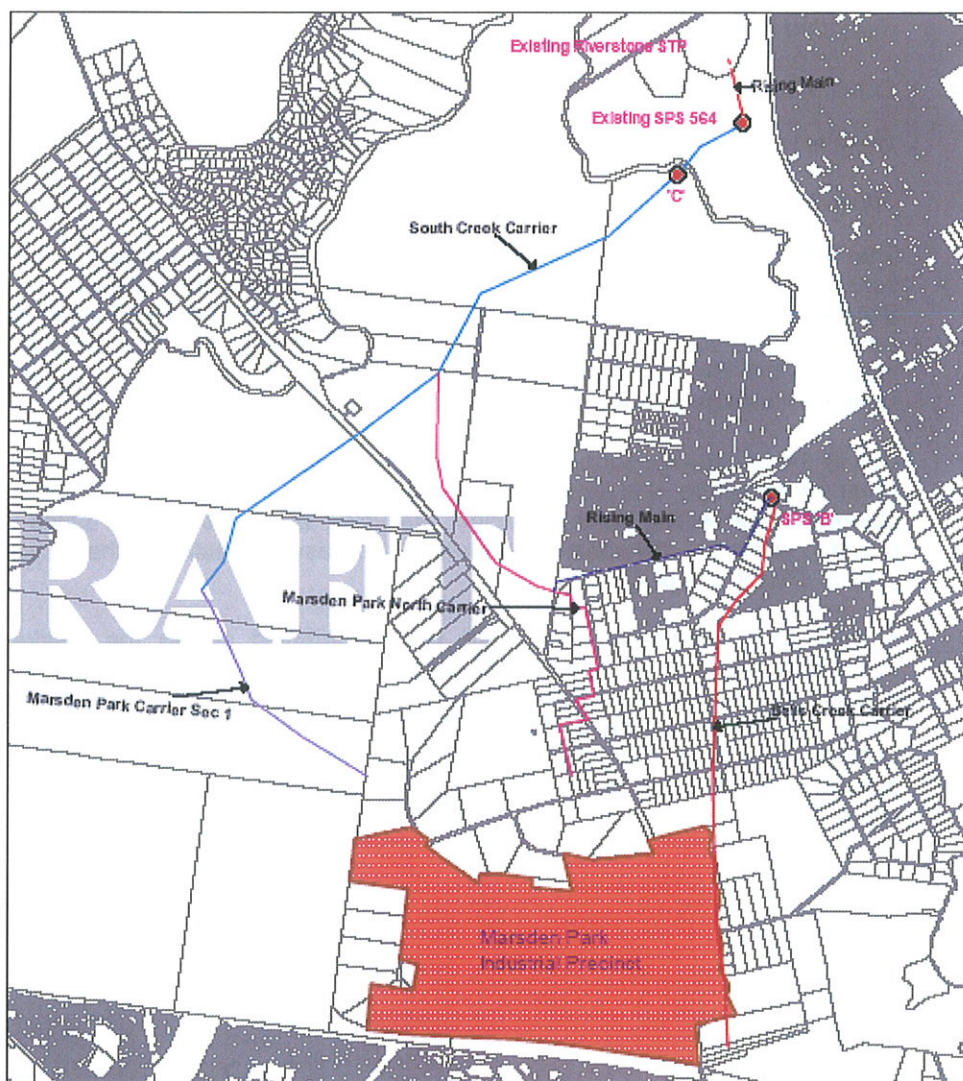


Figure 2: Proposed ultimate Sewer servicing strategy plan (Source: Sydney Water Corporation)

Given the constraints associated with the ultimate servicing strategy, an interim strategy will be adopted which can be integrated into the final. A preferred option has been identified which would see flows from the Precinct transferred to St Marys STP. This will involve construction of two SPS's within the Precinct to pump to St Marys STP via a rising main. Flows from the precinct would be discharged to an existing pump station located within the treatment plant and upstream of the inlet works. At 9.8 kilometres long, the rising main will be approximately half the length of the Riverstone gravity mains proposed. Operation and maintenance requirements in the interim are considered comparable to the ultimate servicing strategy. Capital costs and easement negotiation delays will be significantly reduced, resulting in a more reasonable and efficient provision of sewer services to the precinct. Other options still under consideration include transfer of flows via pump stations and rising mains to the Riverstone Carrier or on site treatment of sewerage.

Once development proceeds in the downstream catchments and gravity sewer systems are extended upstream towards the development the interim pump stations or treatment facilities would be decommissioned and flows would be transferred to the Riverstone sewer system.

3.4. Recycled Water

3.4.1. Existing Infrastructure, Operations and Capacity

There is no existing infrastructure for recycled water.

3.4.2. Servicing Strategy

The SWC Ultimate Servicing Strategy for the Precinct is for recycled water to be serviced by a new trunk main to be constructed from the corner of Railway Terrace and Schofields Road. This will involve the construction of a 6.5km trunk main varying in size from 600-900mm and new 30ML surface and 4ML elevated reservoirs to be located within the Marsden Park Industrial Precinct. A new recycled water pumping station will also be built within the Precinct.

Due to the uncertainty surrounding the planning and priority for providing this recycled water infrastructure, it is proposed that in the interim irrigation needs would be met by stormwater harvesting for the Precinct. Recycled Water distribution mains would be provided within the development to facilitate the easy connection to the recycled water system once it is in place.

A dual pipe reticulation system will be implemented across the residential and commercial areas of the Precinct to cater for the Recycled Water supply to the site, with the industrial area to be supplied where demand warrants. This system would serve for the distribution of Recycled Water in line with Sydney Water servicing strategy objectives. Recycled Water distribution mains provided as development proceeds will be sized to meet the capacity requirements of the future downstream users.

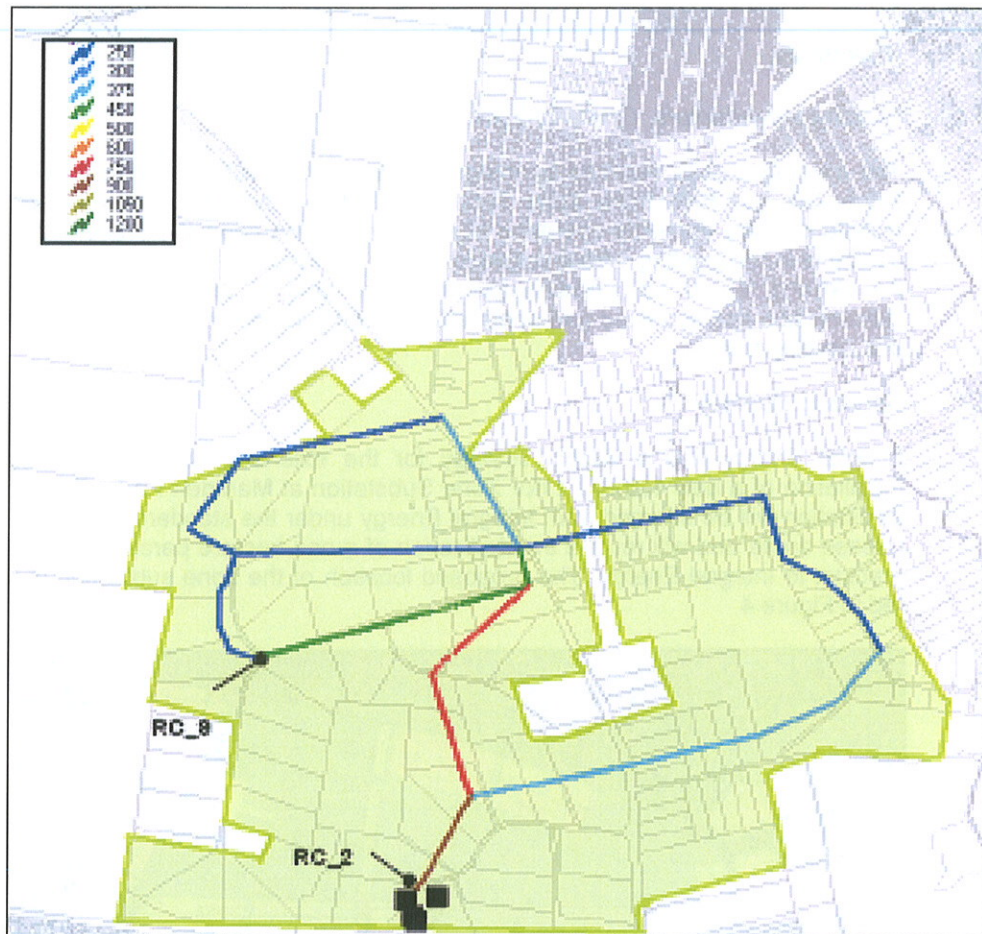


Figure 3: Recycled Water Servicing Strategy Map (source: Sydney Water)

3.5. Electricity

3.5.1. Existing Infrastructure, Operations and Capacity

The existing area is serviced by Integral Energy's high voltage 11kV distribution from Rooty Hill and Riverstone Zone Substations. Both Rooty Hill and Riverstone Zone Substations are currently operating at or above design capacity. There is no capacity available in the existing infrastructure to supply the Precinct.

An existing 330kV transmission line traverses land to the north of the site. This transmission line is owned and operated by Transgrid and cannot be utilised to supply this development.

3.5.2. Servicing Strategy

Integral Energy has a supply strategy for the extended area which includes the installation of a new 132kV / 11kV Zone Substation at Marsden Park. This new Zone Substation will be sourced from Integral Energy under the standard conditions for new release areas and will require the dedication of a one-hectare parcel of land within the precinct to Integral Energy. The proposed location of the zone substation is shown in red in Figure 4.

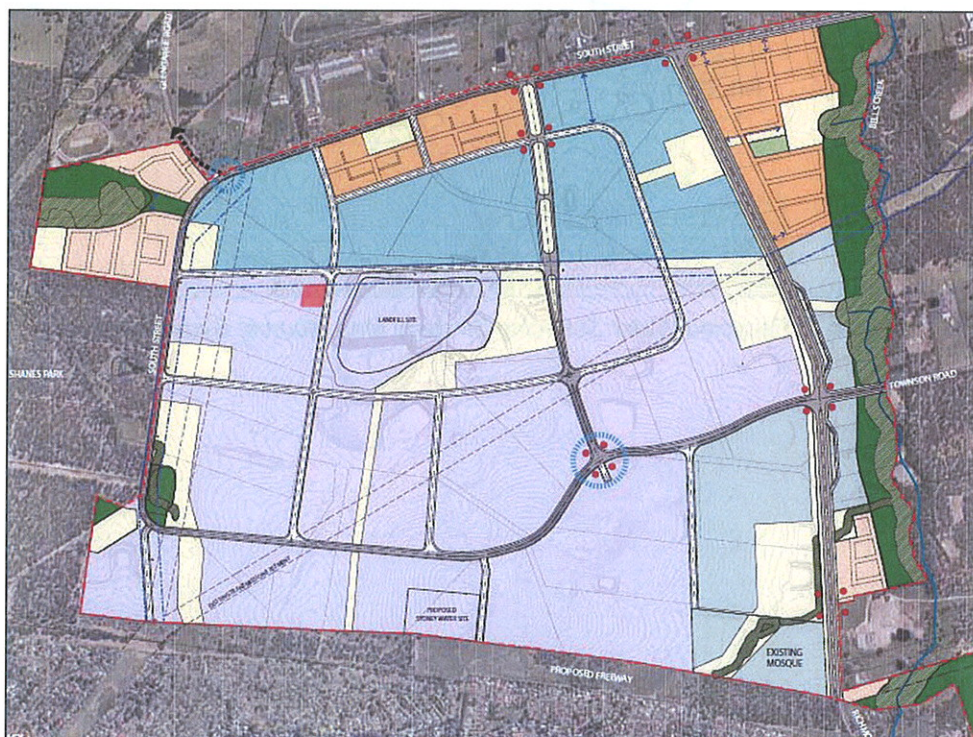


Figure 4: Proposed Zone Substation Location

The capacity of the system including the Zone Substation and feeder cables will be designed to supply the entire Precinct and surrounding area. The new Marsden Park Zone Substation will be linked into Integral Energy's North West Sector 132kV supply system via an extension from the proposed Schofields zone substation to create a ringed network supply.

3.5.3. *330kv Transmission Line relocation*

There are two 330kV single circuit steel tower transmission line feeders owned by TransGrid that traverse the Precinct as shown in Figure 5. One is known as feeder 20 Sydney West to Sydney North, and the other is known as feeder 13 Sydney West to Sydney North. The ILP proposes to relocate the existing transmission lines and associated easements including shifting the east-west feeder 20 towards the north to align the feeder with the proposed road and lot pattern.

The purpose of the proposed relocation of the easements is to facilitate an efficient and effective ILP layout to maximise the developable area of the Precinct. The proposed relocation will provide for lots that allow for the maximum developable area and building footprint.

3.6. **Telecommunications**

Telecommunications supply to the Precinct would be provided by Telstra and distributed within the Precinct using Telstra's standard shared trench arrangement.

3.7. **Natural Gas**

A high-pressure steel natural gas main is currently located in Richmond Road. Gas infrastructure could be provided to service the Precinct by extension of this main by Alinta. Alinta would provide gas infrastructure under their standard conditions and agreements dependent on demand within the Precinct and negotiations of supply agreements with the end users.

4. INDICATIVE LAYOUT PLAN STATEMENT

The ILP has been prepared in consultation with the infrastructure agencies. The ILP is consistent with the servicing strategy presented in this report and there are no amendments required to this report to address the ILP.

5. STAGING

The staging of the Precinct will commence around the Townson Road intersection and then be delivered from east to west, as generally defined by the three sewer catchments.

The staging is shown below as follows:

- Stage 1 Green
- Stage 2 Yellow
- Stage 3 Red
- Stage 4 Blue

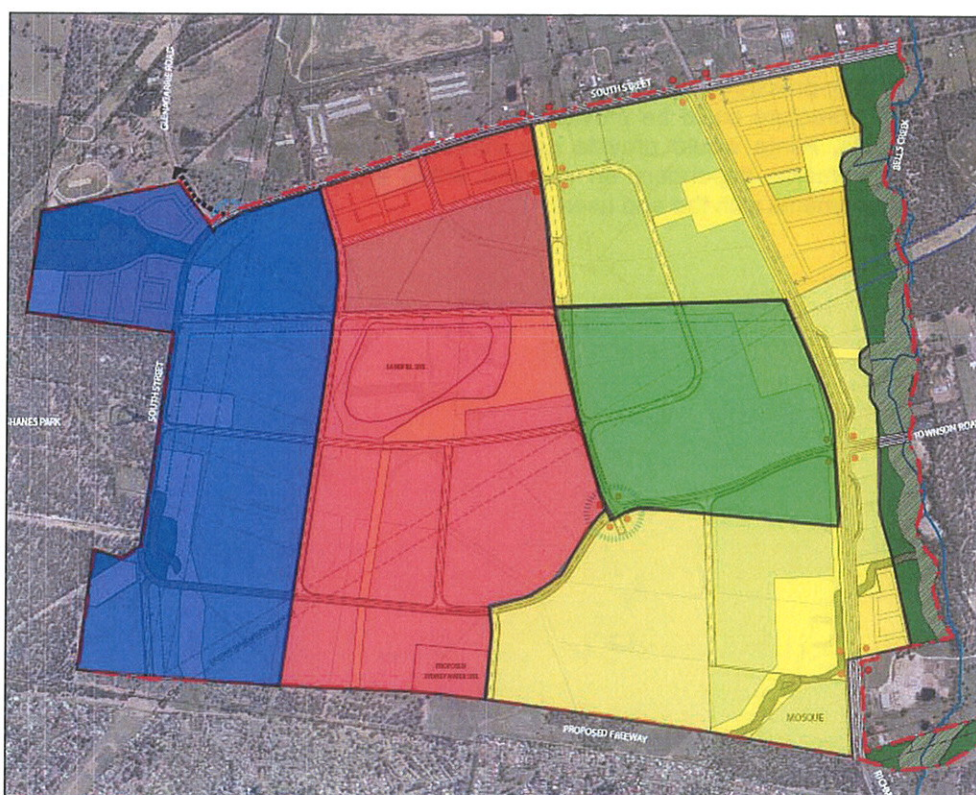


Figure 5: Indicative Staging Plan

6. CONCLUSION

An infrastructure servicing report has been prepared as part of the Precinct Planning for the Marsden Park Industrial Precinct. The report summarises the servicing strategy for the primary services required to service the Precinct and has been completed in consultation with key utilities agencies, Blacktown Council and the Department of Planning.

The Marsden Park Industrial Precinct presently has very limited infrastructure servicing capacity due to the existing rural land use. The infrastructure services assessment includes the following services:

- Water;
- Sewer;
- Recycled Water;
- Electricity;
- Telecommunications; and
- Natural Gas.

Ultimately water will be supplied to the Precinct from the Mt Druitt Reservoir via a new 6.8km long 600mm diameter trunk main and a new 4ML elevated reservoir to be located within the Precinct.

The final sewer servicing strategy involves the construction of a gravity sewer system to Riverstone STP including four new mains and two new pump stations.

Recycled water will ultimately be supplied from a new trunk main from the corner of Railway Terrace and Schofields Road and new elevated and surface reservoirs, and a pumping station to be located within the Precinct.

Integral Energy's supply strategy for the extended area includes the installation of a new 132kV / 11kV Zone Substation at Marsden Park. This new Zone Substation will be located within the Precinct and sourced from Integral Energy under the standard conditions for new release areas and will require the dedication of a one-hectare parcel of land to Integral Energy.

Telecommunications will be extended to the Precinct under Telstra's standard shared trench arrangement. Some minor upgrading of local exchanges may be required.

Natural gas can be supplied to the Precinct by Alinta from the extension of an existing gas main located in Richmond Road.

Annexure H - Sale Contract

Draft 3

Date:

Contract for the Sale of Land

Marsden Park

Ganian Pty Limited (**Vendor**)

Integral Energy Australia (**Purchaser**)

Contract for the sale of land - 2005 edition

TERM

MEANING OF TERM

Vendor's agent Name **NOT APPLICABLE** Phone
 Address Fax
 Ref

Co-agent **NOT APPLICABLE**

Vendor Name Ganian Pty Limited ACN/ARBN 079 625 835
 Address c/- APP Corporation Pty Ltd ABN
 APP House, Level 1, 53 Berry Street
 NORTH SYDNEY NSW 2060

Vendor's solicitor Name **MINTER ELLISON** Phone (02) 9921 4858
 Address and DX 88 Phillip Street, Sydney 2000 Fax (02) 9921 8193
 DX 117, SYDNEY Ref 20-5731194

Completion date See special condition 38 day after the contract date (clause 15)

Land Address:
 (Address, plan details Title reference: Part 291/1076555 being Lot 2911 and 2913 in the Plan
 and title reference) Lot and plan: Lot 2911 and 2913 in the Plan (copy attached) which is part of Lot 291
 Deposited Plan 1076555.

Improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace none
 other: Vacant Land

Attached copies Documents in the List of Documents as marked.
 Other documents: see Annexure A

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

Inclusions blinds curtains insect screens stove
 built-in wardrobes dishwasher light fittings pool equipment
 clothes line fixed floor coverings range hood TV antenna
 other:

Exclusions

Purchaser Name Integral Energy Australia ACN/ARBN
 Address 51 Huntingwood Drive ABN 59 253130 878
 Huntingwood NSW 2148

Purchaser's solicitor Name **BARTIER PERRY** Phone (02) 8281 7872
 Address and DX Level 18, 133 Castlereagh Street Fax (02) 8281 7838
 Sydney NSW 2000 or DX 109 Sydney Ref HEH:082853

Price **\$1.00**
 Deposit \$0.10 (10% of the price, unless otherwise stated)
 Balance \$0.90
 Contract date (if not stated, the date this contract was made)

See Execution Page

Vendor

Witness

See Execution Page

~~GST AMOUNT (optional)
 The price includes
 GST of: \$~~

Purchaser

JOINT TENANTS tenants in common in unequal shares

Witness

Tax information (the parties promise this is correct as far as each party is aware)

Vendor duty is payable NO yes in full yes to an extent
 Deposit can be used to pay vendor duty NO yes
 Land tax is adjustable NO yes
 GST: Taxable supply NO yes in full yes to an extent
 Margin scheme will be used in making the taxable supply NO yes
 This sale is not a taxable supply because (one or more of the following may apply) the sale is:
 not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))

- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- GST-free because the sale is the supply of a going concern under section 38-325
- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS - Name, address and telephone number

Not applicable

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> property certificate for the land	<input type="checkbox"/> property certificate for strata common property
<input type="checkbox"/> plan of the land	<input type="checkbox"/> plan creating strata common property
<input checked="" type="checkbox"/> unregistered plan of the land	<input type="checkbox"/> strata by-laws not set out in <i>legislation</i>
<input checked="" type="checkbox"/> plan of land to be subdivided	<input type="checkbox"/> strata development contract or statement
<input type="checkbox"/> document that is to be lodged with a relevant plan	<input type="checkbox"/> strata management statement
<input checked="" type="checkbox"/> section 149(2) certificate (Environmental Planning and Assessment Act 1979)	<input type="checkbox"/> leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> section 149(5) information included in that certificate	<input type="checkbox"/> property certificate for neighbourhood property
<input checked="" type="checkbox"/> sewerage connections diagram	<input type="checkbox"/> plan creating neighbourhood property
<input checked="" type="checkbox"/> sewer mains diagram	<input type="checkbox"/> neighbourhood development contract
<input type="checkbox"/> document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> neighbourhood management statement
<input type="checkbox"/> building management statement	<input type="checkbox"/> property certificate for precinct property
<input type="checkbox"/> section 88G certificate (positive covenant)	<input type="checkbox"/> plan creating precinct property
<input type="checkbox"/> survey report	<input type="checkbox"/> precinct development contract
<input type="checkbox"/> section 317A certificate (certificate of compliance)	<input type="checkbox"/> precinct management statement
<input type="checkbox"/> building certificate given under <i>legislation</i>	<input type="checkbox"/> property certificate for community property
<input type="checkbox"/> insurance certificate (Home Building Act 1989)	<input type="checkbox"/> plan creating community property
<input type="checkbox"/> brochure or note (Home Building Act 1989)	<input type="checkbox"/> community development contract
<input type="checkbox"/> section 24 certificate (Swimming Pools Act 1992)	<input type="checkbox"/> community management statement
<input type="checkbox"/> lease (with every relevant memorandum or variation)	<input type="checkbox"/> document disclosing a change of by-laws
<input type="checkbox"/> other document relevant to tenancies	<input type="checkbox"/> document disclosing a change in a development or management contract or statement
<input type="checkbox"/> old system document	<input type="checkbox"/> document disclosing a change in boundaries
<input type="checkbox"/> Crown tenure card	<input type="checkbox"/> certificate under Management Act - section 109(Strata Schemes) or section 26 (Community Land)
<input type="checkbox"/> Crown purchase statement of account	
<input type="checkbox"/> Statutory declaration regarding <i>vendor duty</i>	
<input checked="" type="checkbox"/> Smoke alarms warning	

WARNINGS

- 1 Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving
- | | | |
|----------------------------------|---|-------------------------------|
| AGL Gas Networks Limited | Government Business & Government Procurement | Public Works Dept |
| Council | Heritage Office | Roads & Traffic Authority |
| County council | Infrastructure Planning and Natural Resources | Rural Lands Protection Board |
| East Australian Pipeline Limited | Land & Housing Corporation | Sustainable Energy Department |
| Education & Training Dept | Mine Subsidence Board | Telecommunications authority |
| Electricity authority authority | Owner of adjoining land | Water, sewerage or drainage |
| Environment & Conservation Dept | Primary Industries Department | |
| Fair Trading | RailCorp | |
- If you think that any of these matters affects the property, tell your solicitor.
- 2 A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 1987 or the Retail Leases Act 1994.

MinterEllison

L A W Y E R S

AURORA PLACE, 88 PHILLIP STREET, SYDNEY NSW 2000, DX 117 SYDNEY
 TEL: +61 2 9921 8888 FAX: +61 2 9921 8123
www.minterellison.com

- 3 If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
- 4 If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
- 5 The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
- 6 The purchaser will usually have to pay stamp duty on this contract. The sale will also usually be a vendor duty transaction. If duty is not paid on time, a party may incur penalties.
- 7 If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
- 8 The purchaser should arrange insurance as appropriate.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal or mediation (for example mediation under the Law Society Mediation Guidelines).

AUCTIONS

Regulations made under the Property Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

Contract for the Sale of Land

Lots 2911 and 2913, Fulton Road, Marsden Park

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Special conditions to the contract for the sale of land dated

30. Definitions and Interpretation

30.1 Definitions

Acquisition Approval means any approval, consent, agreement, permission, licence or authority required by Law or an Authority (including the Purchaser in its capacity as Determining Authority) relating to the subdivision of the Original Land and the Plan.

Application means an application for any Approval or any Acquisition Approval made by the Purchaser.

Approval means any approval, consent, agreement, permission, licence or authority required by Law or an Authority (including the Purchaser in its capacity as Determining Authority) relating to the Purchaser's Works and the Infrastructure Proposal.

Authority means, in respect of a particular context or circumstance, each Federal, State or Local Government, semi-Government, quasi-Government or other body or authority, statutory or otherwise, including any court or tribunal, having jurisdiction and responsibility in respect of that context or circumstance.

Business Day means a day other than a Saturday, Sunday, bank or public holiday in the State of New South Wales.

Claim means a claim, action, proceeding, damage, loss, expense, cost or liability, immediate, future or contingent and includes a claim for compensation.

Completion Date means the date calculated in accordance with clause 38.

Contamination of land, air or water means the presence in, on or under that land, air or water of a substance (whether a solid, liquid, gas, odour, heat, sound, vibration or radiation) at a concentration above the concentration at which the substance is normally present in, on or under (respectively, land, air or water) in the same locality being a presence that presents a risk of harm to human health or the Environment, or could otherwise give rise to a risk of non-compliance or breach of any Environmental Law or Environmental Authorisation.

Council means Blacktown City Council.

Critical Habitat means habitat declared to be critical habitat under Part 3 of the *Threatened Species Conservation Act 1995* (NSW) or for a listed threatened species or a listed threatened ecological community has the meaning given by subsection 207A(4) of the *Environment Protection and Biodiversity Conservation Act 1999* (Cth).

Determining Authority means, in relation to an Application, the Authority responsible for determining the Application.

Developable Land Area means the area within the Precinct appropriately zoned by Council or the relevant consent Authority and capable of development to be undertaken for residential or employment use.

Disclosure Materials means all information and documentation in relation to the Property, provided to the Purchaser or any employee, agent, consultant of or advisor to the Purchaser including the Reports and the materials contained in Annexure 'A'.

Easements means the easements for transmission and distribution of electricity.

Effective Date means the date that is 10 Business Days after the Rescission Date.

Environment means components of the earth, including:

- (a) land, air and water; and
- (b) any layer of the atmosphere; and
- (c) any organic or inorganic matter and any living organism; and
- (d) human-made or modified structures and areas,

and includes interacting natural ecosystems that include components referred to in (a) - (d).

Environmental Authorisation means a licence, consent, approval, permit, authorisation, certificate of registration or other concession issued by an Authority and any agreement, which is required obtained or entered into in respect of the Land pursuant to an Environmental Law.

Environmental Law means a Law relating to the Environment, including but not limited to relating to the use of land; planning; environmental assessment; the environmental water; water catchments; pollution of air, soil, ground water or water; noise; soil; chemicals; pesticides; hazardous substances; radioactive substances; the ozone layer; waste; dangerous goods; building regulation; the occupation of buildings; public health; environmental hazard; any aspect of protection of the Environment; or the enforcement or administration of any such Law.

ESA means a Phase 1 environmental site assessment.

Estimated Works Completion Date means the date that is 36 months after the date of this contract as varied in accordance with this contract.

Indicative Layout means the preliminary plan for the construction of the Substation, a copy of which is annexed to this contract as Annexure 'B'.

Infrastructure Proposal means the Purchaser's proposal to construct the Purchaser's Works.

Law means in a given circumstance or context, all statutes, rules, regulations, proclamations, ordinances, by-laws and applicable standards and policies of an Authority, whether federal, state, local or otherwise, relevant to that circumstance or context.

Memorandum means the document which has been registered at the office of Land and Property Information, NSW under dealing number 9262884 and 9262885, a copy of which is annexed to this contract as Annexure 'C'.

Option Contract means the contract attached to the Option Deed.

Option Deed means the call option to purchase the Land between Integral Energy as Grantor and Ganian Pty Limited as Grantee dated the same date as this contract.

Original Land means the land comprised in Certificate of Title 291/1076555 of which the Land forms part.

Plan means a plan of acquisition subdividing the Original Land to create the Land generally in the form of the plan annexed to this contract as Annexure 'D'.

Precinct means the whole of the land identified by the Growth Centres Commission of NSW as the Marsden Park Industrial Precinct as gazetted from time to time and which at the date of this contract consists of the land comprised in:

- (a) Lots 1-7 (inclusive) in Deposited Plan 17048;
- (b) Lots 8-39, 43, 44 & 47 in Deposited Plan 262886;
- (c) Lots 1-4 Deposited Plan 27536;
- (d) Lot 22 Deposited Plan 584915;
- (e) Lot 1 Deposited Plan 88530;
- (f) Lots 291-292 Deposited Plan 1076555;
- (g) Lot 1 Deposited Plan 747184;
- (h) Lot 8 Deposited Plan 193074;
- (i) Lot 9 Deposited Plan 976148;
- (j) Lot 86 Deposited Plan 952030;
- (k) Lot 30 Deposited Plan 1076671; and
- (l) Lots 41 & 42 Deposited Plan 1100854.

Proposed Lot means the proposed Lot for the Substation in the Plan.

Purchaser's Works means the works necessary for the construction of the Substation on the Land.

Reports means the:

- (a) Historical Culture Heritage Assessment prepared by Comber Consultants Pty Limited and dated July 2008;
- (b) Flora and Fauna Assessment prepared by Eco Logical Australia Pty Limited dated June 2008;
- (c) Aboriginal Cultural Heritage Assessment Marsden Park Zone Substation Subdivision prepared by Comber Consultants Pty Limited dated June 2008;
- (d) Bushfire Hazard and Threat Assessment prepared by R. A. Free on 16 June 2008;
- (e) Phase 1 Contamination Assessment – Proposed Integral Energy substation for Marsden Park Employment Precinct prepared by GHD Pty Limited dated August 2008; and
- (f) Phase 2 Contamination Assessment – Proposed Integral Energy Substation for Marsden Park Industrial Precinct prepared by GHD Pty Limited dated November 2008.

Rescission Date means the date which is 12 months after the date of this contract.

Residual Lot means the land to be comprised in Lot 2912 on registration of the Plan.

Restricted Lot means that part of the Land to be comprised in lot 2913.

Restricted Period means the period of 10 years commencing from the date of completion of this contract.

Restrictive Covenant means the restrictive covenant

- (a) benefiting the Residual Lot and burdening the Restricted Lot; and
- (b) created on the terms set out in the Transfer Including Covenant.

Review of Environmental Factors means a review of environmental factors required to be undertaken with respect to the Infrastructure Proposal in accordance with the provisions of SEPP (Infrastructure).

SEPP (Infrastructure) means State Environmental Planning Policy (Infrastructure) 2007.

Service Provider means a provider of mains water, sewerage and drainage or telephone services.

Substantial Commencement of Construction means, in relation to the Purchaser's Works, the stage in the administration of the building contract for the Purchaser's Works when the Purchaser has provided access to and possession of the Land to its building contractor for the purposes of construction of an electricity substation and other Purchaser's Works on the Land.

Substation means a 132 to 11 kV zone substation shown in the Indicative Layout.

Transfer Including Covenant means the Transfer Including Covenant creating the Restrictive Covenant over the Restricted Lot.

Vendor Precinct means that part of the land comprised in the Precinct and owned by the Vendor, being the land comprised in lots 8 to 16 (inclusive), 26, 27, 32 to 36 (inclusive) and 47 in Deposited Plan 262886 and lots 291 and 292 in Deposited Plan 1076555.

Vendor's Works means the works to be carried out by the Vendor in accordance with clauses 35 (Plan of Subdivision), 38 (Services), 41 (Plan of Easements) and 43 (Environmental Assessment and Contamination).

30.2 Interpretation

In this contract:

- (a) headings are for convenience only and do not affect interpretation; and unless the context indicates a contrary intention:
- (b) **person** includes an individual, the Precinct of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

- (c) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (d) a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender;
- (e) a reference to a clause, schedule, exhibit, attachment or annexure is a reference to a clause, schedule, exhibit, attachment or annexure to or of this contract, and a reference to this contract includes all schedules, exhibits, attachments and annexures to it;
- (f) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (g) **includes** in any form is not a word of limitation; and
- (h) a reference to \$ or **dollar** is to Australian currency.

31. Amendments to printed form of contract

31.1 GST amendments

The printed form of contract is amended as follows:

- (a) on page 1 of the printed form of contract, delete '**Subject to clause 13, the price INCLUDES goods and services tax (if any) payable by the Vendor.**'
- (b) on page 2 of the printed form of contract, delete the heading '**GST information (A New Tax System (Goods and Services Tax) Act 1999) (clause 13)**' and all choices below it;
- (c) Clause 1 – delete the definition of '*GST Act*';
- (d) Clause 13 – replace with:

13. GST

13.1 Definitions and interpretation

In this clause 13:

Amount of the Consideration means:

- (a) the amount of any payment in connection with a supply; and
- (b) in relation to non-monetary consideration in connection with a supply, the GST exclusive market value of that consideration as reasonably determined by the supplier.

GST has the meaning it has in the GST Act.

GST exclusive market value has the meaning it has in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Input Tax Credit has the meaning it has in the GST Act.

Tax Invoice has the meaning it has in the GST Act.

13.2 Consideration does not include GST

The consideration specified in this agreement does not include any amount for GST.

13.3 Recovery of GST

If a supply under this agreement is subject to GST, the recipient must pay to the supplier an additional amount equal to the Amount of the Consideration multiplied by the applicable GST rate.

13.4 Time of payment

The additional amount is payable at the same time as the consideration for the supply is payable or is to be provided. However, the additional amount need not be paid until the supplier gives the recipient a Tax Invoice.

13.5 Adjustment of additional amount

If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount.

13.6 Reimbursement

If a party is entitled to be reimbursed or indemnified under this agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an Input Tax Credit.

31.2 Amendments to other clauses

Clauses 1 to 29 are amended as follows:

- (a) Clause 5.1 – delete 'or it is a general question about the property or the title';
- (b) Clause 13 – delete the clause;
- (c) Clause 16.5 – delete the words 'plus another 20% of that fee';
- (d) Clause 16.6 – delete the clause;
- (e) Clause 16.8 – delete the clause;
- (f) Clause 20.6 – replace 'A' at the beginning of the clause with 'Normally a';
– delete 'and' at the end of clause 20.6.6;
– replace the full stop at the end of clause 20.6.7 with a '; and';
– add a new clause 20.6.8 which says 'not served if it is sent by electronic mail.';
- (g) Clause 28 – delete the clause.
- (h) Clause 29 – delete the clause.

32. Disclosure Materials

32.1 Acknowledgement

The Purchaser acknowledges that it has been provided with the Disclosure Materials.

32.2 No Warranty

The Vendor gives no warranty as to the accuracy or completeness of the Disclosure Material.

32.3 No Claim by Purchaser

The Purchaser acknowledges that, to the extent permitted by Law, it may not make any objection or requisition, Claim or attempt to delay completion on any grounds relating to or arising out of any matter which was disclosed to the Purchaser in the Disclosure Materials or was otherwise publicly available.

33. Vendor's Works

33.1 Conduct of the Vendor's Works

The Vendor will use its best endeavours and take all reasonable steps to cause the Vendor's Works and do, or cause to be done, all other things reasonably required by the Purchaser to facilitate the carrying out of the Purchaser's Works, to be carried out and completed:

- (a) at the cost and expense of the Vendor; and
- (b) in compliance with all relevant Approvals and Acquisition Approvals and with the requirements of all Authorities and all relevant Laws.

34. Acquisition Approvals

34.1 Approvals

This contract and completion is subject to and conditional upon the Purchaser obtaining or granting (where the Purchaser is the Determining Authority) all Acquisition Approvals prior to the Rescission Date.

34.2 Rescission

If the Subdivision Approvals are not obtained and a certified copy of each Acquisition Approval provided to the Vendor on or before the Rescission Date, either party may rescind this contract within five days of the Rescission Date, whereupon the provisions of clause 19 will apply.

34.3 Qualification to Rescission

Despite clause 34.2 above, if the Acquisition Approvals are obtained after the Rescission Date and the Purchaser has notified the Vendor of such Acquisition Approval prior to the Vendor exercising its right to rescind under clause 34.2 then upon service of such notice, the Vendor's right of rescission shall cease.

35. Plan

35.1 Purchaser's requirements

The Vendor must consult with the Purchaser and have regard to all reasonable requirements of the Purchaser in preparation of the Plan required for the Acquisition Approvals.

35.2 Plan alterations

Provided the land in the Proposed Lot is substantially the same and is sufficient in dimension and area to permit the construction, operation, maintenance and repair of the Substation in the reasonable opinion of the Purchaser, the Purchaser will not object if the dimensions and area of the Proposed Lot are altered to comply with the requirements of all relevant Authorities and/or the reasonable requirements of the Vendor having regard to its subdivision of the Original Land. The Purchaser acknowledges, that as far as it is currently aware, the Proposed Lot shown in the Plan is adequate and acceptable for these purposes.

35.3 Registration of Plan

The Vendor will meet and discharge all costs in connection with the preparation and registration of the Plan and the instruments under section 88B of the *Conveyancing Act 1919* for the easements and covenants identified in clause 35.1.

35.4 Purchaser's Obligations

The Purchaser agrees to do all things reasonably required by the Vendor to facilitate the registration of the Plan including approving and executing the Plan in a timely fashion.

35.5 Notification of Plan Number

The Vendor must promptly upon receipt of details of the Plan from Land and Property Information, NSW notify the Purchaser in writing of the deposited plan number allocated to the Plan.

36. Development Consent

36.1 Acknowledgement

The Purchaser understands that the Infrastructure Proposal is subject to the application of State Environmental Planning Policy (Infrastructure) 2007 and that Council development consent is not required for the Infrastructure Proposal.

36.2 Contract conditional

Completion of this contract is subject to and conditional on the Purchaser obtaining or granting (where the Purchaser is the Determining Authority) the Approvals on or before the Rescission Date or such other date as may be agreed between the parties acting reasonably from time to time.

36.3 Compliance with provisions of SEPP (Infrastructure)

The Purchaser as the Determining Authority agrees that it will comply with the provisions of SEPP (Infrastructure) in respect of the Infrastructure Proposal including;

- (a) obtaining any Approvals required under SEPP (Infrastructure);
- (b) preparing a Review of Environmental Factors to examine and take into account to the fullest extent possible, all matters affecting or likely to affect the Environment by reason of completion or the carrying out of the Purchaser's Works;
- (c) providing written notification of the Infrastructure Proposal and the Purchaser's intention to carry out the Purchaser's Works to the Council and any occupiers of adjoining land;
- (d) take into consideration any response to the notice referred to in clause 36.3(c) submitted by the Council and occupiers of adjoining land within 21 days of the said notice.

36.4 Application

An Application must:

- (a) be a bona fide attempt by the Purchaser to obtain the Approval ; and
- (b) be reasonably capable of being approved by a Determining Authority having regard to the current zoning and other restrictions affecting the Land and a Determining Authority's requirements in regard to applications for Approval.

36.5 Rescission rights

- (a) If either:
 - (i) a Determining Authority:
 - (A) notifies the Purchaser in writing that it refuses to grant the Approval; or
 - (B) issues an Approval on conditions which are not acceptable to the Purchaser acting reasonably; or
 - (ii) the Purchaser as Determining Authority acting reasonably determines through the review of Environmental Factors that the matters affecting or likely to affect the Environment are such that it can not carry out, or grant an Approval,

the Purchaser may rescind this contract within 5 Business Days of the date of the Determining Authority's determination by service of notice on the provisions of clause 19 of this contract will apply.
- (b) If the Approval has not been granted by the Rescission Date then the Purchaser is entitled either:
 - (i) to rescind this contract by notice in writing given to the Vendor's solicitors by the Effective Date but not otherwise, and the provisions of clause 19 will apply; or
 - (ii) to elect to treat this contract as being free from the requirement to obtain the Approval but an election must be made by the Purchaser in writing to the Vendor on or before the Effective Date and not otherwise.

36.6 Vendor to assist

The Vendor will at all times execute documents and do all other acts as the Purchaser or the Determining Authority may reasonably require in connection with an Application, and this will be without cost to the Vendor and at the Purchaser's expense.

37. Not Used.

38. Services

38.1 Services

- (a) The Vendor warrants that at no cost to the Purchaser:

- (i) the Land will be connected to mains water, sewerage and drainage, and telephone services of a suitable design and capacity for the operation of the Substation and as required by the Service Provider;
 - (ii) it will use its reasonable endeavours to connect the water and sewer mains services referred to in clause 38.1(a)(i) to the Land by no later than the Estimated Works Completion Date;
 - (iii) if a connection to the sewer mains is not available to the Land by the Estimated Works Completion Date, the Vendor will by no later than the Estimated Works Completion Date provide a septic system on the Land of a suitable design and capacity as reasonably required by the Purchaser for the operation of the Substation; and
 - (iv) if a connection to the water mains is not available to the Land by the Estimated Works Completion Date, the Vendor will by no later than the Estimated Works Completion Date provide a system of tanks and pumps on the Land to provide water supply of a suitable design and capacity as reasonably required by the Purchaser for the operation of the Substation.
- (b) If the Vendor installs a system on the Land as referred to in clause 38.1(a)(iii) and 38.1(a)(iv), the Vendor warrants that at no cost to the Purchaser:
- (i) the required sewerage and water mains connection will be provided by the Vendor no later than 12 months after the completion of the Purchaser's Works;
 - (ii) the Vendor will enter into service contracts for the maintenance and repair of the systems as reasonably required by the Purchaser; and
 - (iii) once the required sewerage and water mains connections are provided, if requested by the Purchaser, the Vendor must remove the systems from the Land and to restore the Land to a suitable condition as reasonably required by the Purchaser.

38.2 Temporary water and sewer services for Purchaser's Works

- (a) The Vendor warrants that at no cost to the Purchaser that:
- (i) if at the Purchaser's intended date for the Substantial Commencement of Construction in relation to the Purchaser's Works, the Land is not yet connected to mains water and sewerage services, the Vendor will provide temporary water and sewerage services to the Land;
 - (ii) the temporary water and sewerage services will be provided to the Land by no later than one month before the Purchaser's intended date for the Substantial Commencement of Construction; and
 - (iii) the temporary water and sewerage services must be of a suitable design and capacity as reasonably required by the Purchaser for the completion of the Purchaser's Works.
- (b) The Purchaser will provide the Vendor with not less than six months notice of the planned date for the Substantial Commencement of Construction in relation to the Purchaser's

Works and the design and capacity of the temporary water and sewerage services to the Land.

- (c) If the Vendor does not comply with its obligations under clause 38.2 the Purchaser may delay the Estimated Works Completion Date by the same period that the Vendor delays compliance with clause 38.2.

39. Completion

Completion will take place on the date being 10 Business Days after the last to occur of:

- (a) the date of issue of the certificates of title for the two lots comprising the Land;
- (b) the date of issue of the Approvals in accordance with clause 36 (Development Consent);
- (c) the date that the Purchaser complies with its obligations under clause 34 (Acquisition Approvals); and
- (d) the date that the Vendor complies with its obligations under clause 35 (Plan of Subdivision) and 30 (Environmental Site Assessment).

40. Purchaser's Works

40.1 Intention of the parties

- (a) The parties acknowledge that the Vendor has agreed to sell the Land and the Purchaser has agreed to purchase the Land so that the Purchaser will own land upon which it will build the Substation to supply power to the Vendor Precinct.
- (b) The Purchaser must ensure that the Substation, once completed, will supply electricity at a requirement of no less than 45 MVA in the initial stages, and that this electricity will be made available to the Vendor Precinct.
- (c) The Purchaser will be responsible for all costs associated with the design and installation of all 132kV and high voltage distribution works to reticulate electricity supply to the Substation.

40.2 Power requirements of the Precinct

The Vendor acknowledges that:

- (a) it has provided the Purchaser with information regarding the estimated power requirements of the Precinct and based on the information provided by the Vendor, the Purchaser has determined that the total electricity load of the Precinct will be approximately 96 MVA which is based on a gross Developable Land Area of the Precinct of approximately 525 hectares with a demand of 40 VA per square metre;
- (b) the Purchaser has designed and will construct the Substation to meet the electricity load requirement set out in clause 40.2(a);
- (c) the Vendor will not have any Claim against the Purchaser if the actual electricity requirements of the Vendor Precinct exceed the load requirement set out in clause 40.2(a);

- (d) the Vendor will be responsible for all costs associated with the design and installation of the 11kV low voltage underground feeder cables and associated distribution works set out in clause 40.2(d); and
- (e) the Vendor will be responsible for all costs associated with the design and installation of all 11kV and low voltage distribution works including cabling, padmounted substations and street lighting to reticulate electricity supply from the Substation to and throughout the Vendor Precinct only.

40.3 Conduct of the Purchaser's Works

The Purchaser will use its reasonable endeavours and take all reasonable steps to:

- (a) obtain the Approvals; and
- (b) cause the Purchaser's Works to be carried out and completed;
- (c) at the cost and expense of the Purchaser; and
- (d) in compliance with all relevant Approvals and with the requirements of all Authorities and all relevant Laws.

40.4 Design of Purchaser's Works

- (a) The Purchaser must, in consultation with the Vendor, use its best endeavours to design and locate the Substation and Purchaser's Works in accordance with:
 - (i) all Approvals;
 - (ii) development principles and guidelines for the Precinct and Developable Land as notified by the Vendor to the Purchaser from time to time;
 - (iii) the Restriction on Use; and
 - (iv) any other reasonable requirements of the Landlord.
- (b) The parties agree that the intention of clause 40.4(a) is to ensure that the Substation and Purchaser's Works:
 - (i) do not have an adverse affect on the Vendor's proposed use of the adjoining land including the ability to access or provide points of connection to utility services to such adjoining land; and
 - (ii) to maximise flexibility in determining the location and alignment of the road contemplated by clause 50.

40.5 Estimated Works Completion Date

- (a) The Purchaser acknowledges that the Vendor has agreed to enter into this contract on the basis that the Purchaser will use its reasonable endeavours to complete the Purchaser's Works by the Estimated Works Completion Date.
- (b) The Purchaser shall consult with and keep the Vendor regularly informed about the progress of the Purchaser's Works.

41. Plan of Easements

41.1 Grant of Easements

On the Completion Date, the Vendor must grant the Easements to the Purchaser on the terms set out in the Memorandum.

41.2 Changes to the location of the Easements

- (a) If the Vendor wishes to change the proposed location (from the location centred on the Purchaser's Works shown on the Indicative Plan) or dimensions of the Easements, it must obtain the consent of the Purchaser.
- (b) The Purchaser agrees that it will not withhold consent to a change in the location of the Easements:
 - (i) if such change is requested prior to the commencement of the installation of cables for the underground transmission and distribution of electricity; or
 - (ii) if such change is required to comply with the requirements of any relevant Authority; or
 - (iii) if such change is required as a result of changes to the Vendor's plans for the subdivision of the Precinct,

provided that in the reasonable opinion of the Purchaser the change in location of the Easements will not have a material adverse impact upon the construction, operation, maintenance and repair of the Substation.

41.3 Grant of further easements

The vendor acknowledges that after the Completion Date, the purchaser may acting reasonably require the grant of Easements at no cost to the Purchaser for the operation and maintenance of the Substation. Subject to this clause 41.3:

- (a) the vendor must do everything reasonably required by the purchaser to assist the purchaser to obtain such Easements; and
- (b) the vendor must grant such Easements.

41.4 Location of further Easements

Except where the Purchaser demonstrates to the Vendor's reasonable satisfaction that another location is necessary for the efficient distribution of power from the Substation to the rest of the Vendor Precinct, the location of an Easement will be determined by the Vendor and the Purchaser such that the Easement is:

- (a) to the maximum extent possible, located within existing or proposed public roads within the Precinct;
- (b) to the extent that paragraph (a) cannot be satisfied, then to the maximum extent possible located on land within the Vendor Precinct which is proposed to be dedicated to the relevant local Council (prior to such dedication);

- (c) to the extent that paragraphs (a) and (b) cannot be satisfied, then to the maximum extent possible, co-located with other utility service easements, or proposed utility service easements, on land within the Vendor Precinct;
- (d) to the extent that paragraphs (a), (b) and (c) cannot be satisfied, then to the maximum extent possible, located on or along the boundaries of the Vendor Precinct or the proposed boundaries of subdivided lots within the Vendor Precinct; and
- (e) to the extent that paragraphs (a), (b), (c) and (d) cannot be satisfied, then to the maximum extent possible, located on or along the boundaries or proposed boundaries of driveways or pedestrian access routes which are outside the footprint of any existing or proposed buildings on land within the Vendor Precinct.

42. Access

42.1 Enquiries and Investigations

The Vendor authorises the Purchaser from the date of this contract to:

- (a) undertake investigations and enquiries with any relevant Authority in relation to the Land which are consistent with the intentions of the parties under this contract as set out in clause 40.1; and
- (b) to enter the Land, on the provision of 24 hours notice to the Vendor or its nominated representative, for the purpose of carrying out the Purchaser's investigations and enquiries

42.2 Consent

The Vendor will give its consent to, and where necessary co-operate with the Purchaser in the implementation of

- (a) any application which the Purchaser wishes to make to an Authority; and
- (b) any agreement or arrangement negotiated by the Purchaser with an Authority;

in relation to the Land, provided that it is consistent with the intentions of the parties under this contract as set out in clause 40.1.

43. Not Used

44. Releases and Indemnities

44.1 Vendor's release and indemnity

The Vendor shall and does hereby and will continue to indemnify, release and hold harmless the Purchaser against all Claims whatsoever arising from or incurred in connection with the carrying out of the Purchaser's Works:

- (a) on the Land; and
- (b) within the site of the Easements; or
- (c) on any such other areas within the Precinct that the Purchaser requires reasonable access to in order to complete the Purchaser's Works,

to the extent caused or contributed by the negligence or default of the Vendor or its employees, agents or contractors.

44.2 Purchaser's release and indemnity

The Purchaser shall and does hereby and will continue to indemnify, release and hold harmless the Vendor against all Claims whatsoever arising from or incurred in connection with the carrying out of the Purchaser's Works:

- (a) on the Land; and
- (b) within the site of the Easements; or
- (c) on any such other areas within the Precinct that the Purchaser requires reasonable access to in order to complete the Purchaser's Works,

except to the extent caused or contributed by the negligence or default of the Vendor or its employees, agents or contractors.

45. Not Used.

46. Entire agreement

To the extent permitted by law, in relation to its subject matter, this contract:

- (a) embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and
- (b) supersedes any prior written or other agreement of the parties.

47. Stamp duty costs etc

Each of the parties must pay their own legal Costs and expenses and the Purchaser must pay all stamp duty payable on this contract.

48. Consequences of rescission

48.1 Alternative Site

- (a) If a party exercises its rights to rescind this contract under clauses 34 (Approvals), 36 (Development Consent) or 43 (Environmental Assessment and Contamination), the Vendor and the Purchaser agree to negotiate in good faith in an attempt to agree on an alternative location for the Substation (**Alternative Site**).
- (b) The Vendor must propose an Alternative Site to the Purchaser.
- (c) If in the reasonable opinion of the Purchaser the Alternative Site proposed by the Vendor is sufficient in area to permit the construction, operation, maintenance and repair of the Substation and is substantially similar to the Land in all other respects, the Purchaser will enter into a contract for sale of the alternative site on the same terms (so far as relevant) to this contract.

48.2 Unsuitable site

- (a) In addition to the provisions of clause 48.1 concerning an Alternative Site, if either the Purchaser or the Vendor acting reasonably determines the Proposed Lot is unsuitable, the parties will meet with a view to agreeing on an 'Alternative Site'.
- (b) In the exercise of the Purchaser's right under clause 48.2(a), the Proposed Lot will only be unsuitable if in the reasonable opinion of the Purchaser:
 - (i) ground and/or site conditions unreasonably restrict the ability or increase the cost for the Purchaser to carry out the Works; or
 - (ii) the Acquisition Approvals or proposed easements or covenants required in the subdivision for the services needed for the future power requirements of the Land unreasonably restrict the ability or increase the cost for the Purchaser to carry out the Works; or
 - (iii) the unavailability of satisfactory permanent access road or points of connection to utility services required to permit the construction, operation, maintenance and repair of the Substation.
- (c) A party exercising a right under clause 48.2(a) is responsible for the other party's reasonable costs incurred in agreeing on an Alternative Site including the costs of rescinding this contract and preparing or executing the contract for sale of the Alternative Site.

49. Dispute Resolution

The parties agree that any dispute arising during the course of this contract will be dealt with as follows:

- (a) first, the party claiming that there is a dispute will send to the other a notice setting out the nature of the dispute;
- (b) secondly the parties will try to resolve the dispute by direct negotiation, including by referring the matter to persons who may have authority to intervene and direct some form of resolution;
- (c) thirdly, the parties have 10 Business Days from the sending of the notice to reach a resolution or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure (and if they do not reach agreement or decide on whom to appoint during this time either party may then request a person be appointed by the president of the Institute of Arbitrators Australia (**President**));
- (d) any person appointed by the parties (or by the President) must be instructed to:
 - (i) give a written decision including reasons; and
 - (ii) give that decision within one month after receiving instructions;
 - (iii) decide who must pay the persons costs or the proportion in which costs are to be shared; and

- (e) the person appointed and referred to in clause 49(d) acts as an expert and not an arbitrator and unless there is an obvious error, the final determination of that person is final and binding on the parties.

50. Restrictive Covenant

50.1 Purchaser to create Restrictive Covenant

The Purchaser agrees to create the Restrictive Covenant over the Restricted

50.2 Lot Acknowledgement

The Purchaser acknowledges that in considering the design and location of the Substation, it considered the location of the Restrictive Covenant.

50.3 Agreement

- (a) The Purchaser acknowledges and agrees that the purpose of the Restrictive Covenant is to limit construction and development of the Restricted Lot for the duration of the Restricted Period so that the Restricted Lot may be dedicated for a public road.
- (b) The parties agree that for the duration of the Restricted Period, the vendor may give notice to the Purchaser advising that the whole or part of the Restricted Lot is required to be dedicated as a public road to Council or such other Authority as the Vendor may direct for a nominal consideration of \$1.00 (**Dedication Notice**).
- (c) the Purchaser covenants that it will at its own cost:
 - (i) do all things necessary to dedicate the Restricted Lot as set out in the Dedication Notice;
 - (ii) transfer any residual part of the Restricted Lot which is created on dedication of the public road set out in the Dedication Notice and which is non-contiguous with the Land, to the Vendor:
 - (A) for a nominal consideration of \$1.00; and
 - (B) on the terms set out in the Option Contract (except that each party will be responsible for its own legal costs); and
 - (iii) until the earlier of:
 - (A) dedication of part or whole of the Restricted Lot as a public road; or
 - (B) expiration of the Restricted Period, procure any subsequent assignee, transferee or purchaser of the Restricted Lot to enter into a deed agreeing to the covenants set out in this clause 50.3 in favour of the Vendor.
- (d) The Purchaser agrees to indemnify and keep indemnified the Vendor against any cost, loss or damage suffered or incurred by the Vendor arising from or in consequence of a breach of this clause 50 by the Purchaser.
- (e) The Purchaser releases the Vendor from any claims or demands of every kind and from all liability that may arise in respect of any accident or damage to property or death or injury to any person from or in consequence of a breach of this clause 50 by the Purchaser.

50.4 Restriction on Purchaser's Rights

The Purchaser must not make any requisition, Claim, delay completion, rescind or terminate by reason of any matter referred to in this clause 50.

50.5 No Merger

This clause 50 will not merge on Completion of this contract but will enure for the benefit of the Vendor.

51. General

51.1 Governing Law

This contract is governed by and must be construed according to the laws of New South Wales.

51.2 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this contract; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any Claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 51.2(a).

51.3 Severance

If at any time any provision of this contract is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this contract; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this contract.

51.4 No merger

- (a) Any clause to which effect is not given by completion or registration of the transfer to the Purchaser and which is capable of taking effect after completion or registration does not merge on completion.
- (b) Each warranty and each indemnity in this contract survives completion or termination.

51.5 Notices

Despite clause 20.6.5, a document is sufficiently served for the purpose of this contract if the document is sent by fax to any party whose fax number appears in this contract. If a document is served by fax, then service is taken to have taken place when transmission has been completed, unless:

- (a) the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case service is taken not to have taken place; or

- (b) the time of dispatch:
 - (i) is a bank or public holiday or a Saturday or Sunday in the place to which the document is sent; or
 - (ii) is at or after 5.00pm (local time in the place to which the document is sent) on a day that is not a bank or public holiday or a Saturday or Sunday,

in which case the document is taken to be received at 9.00am on the next day that is not a bank or public holiday or a Saturday or Sunday.

51.6 Indemnities

- (a) Each indemnity in this contract is a continuing obligation, separate and independent from the party's other obligations and survives completion, rescission or termination of this contract.
- (b) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this contract.
- (c) A party must pay on demand any amount it must pay under an indemnity in this contract.

51.7 Further assurances

Each party to this contract must sign and execute all documents and do all things as may be reasonably required to be done by the party to give effect to this contract.

WARNING

SMOKE ALARMS

The owners of certain types of buildings and strata lots must have smoke alarms (or in certain cases heat alarms) installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

Signing page

EXECUTED as an agreement.

Executed by Ganian Pty Limited in accordance with Section 127 of the *Corporations Act 2001* in the presence of

Signature of director

Name of director (print)



Signature of director/company secretary
(Please delete as applicable)

Name of director/company secretary (print)



Annexure A

Title Searches and Property Enquiries

Annexure to Contract for the Sale of Land

MinterEllison

L A W Y E R S

1.	Certificate under section 149 of the <i>Environmental Planning and Assessment Act 1979</i> dated 9 July 2008.
2.	Certificate of outstanding notices of intention and/or an order under section 735A of the <i>Local Government Act 1993</i> dated 9 July 2008.
3.	Certificate of outstanding notices of intention and/or an order under section 121ZP of the <i>Environmental Planning and Assessment Act 1979</i> dated 9 July 2008.
4.	Certificate under section 603 of the <i>Local Government Act 1993</i> dated 10 July 2008.
5.	Certificate under section 66 of the <i>Water Board (Corporation) Act 1994</i> dated 4 July 2008.
6.	Sewer reference sheet
7.	Certificate under section 47 of the <i>Land Tax Management Act 1956</i> dated 4 July 2008.
8.	Certificate issued by Integral Energy dated 9 July 2008.
9.	Certificate issued by Roads and Traffic Authority of NSW dated 7 July 2008.
10.	Certificate issued by RailCorp dated 8 July 2008
11.	Certificate issued by Ausearch dated 4 July 2008 in respect of: <ul style="list-style-type: none"> (a) Alinta AGN Ltd; (b) Department of Defence; (c) Ministry of Energy and Utilities; (c) Department of School Education; (d) East Australian Pipeline; (e) Heritage Office of NSW; and (f) Transgrid.
12.	Certificate issued by the Department of Mineral Resources under the <i>Mining Act 1992</i> dated 8 July 2008.
13.	Search of Australian Heritage Commission database.
14.	Soil and native vegetation search dated 11 August 2008.
15.	NSW National Parks and Wildlife Service search dated 14 July 2008.

MinterEllison

LAWYERS

Annexure B

Indicative Layout

Annexure to Contract for Sale

MinterEllison

L A W Y E R S

Annexure C

Memorandum

Annexure to Contract for Sale

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L A W Y E R S

Annexure D

Plan

Annexure to Contract for Sale

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L A W Y E R S

Annexure E

Transfer Including Easement

Annexure to Contract for Sale

MinterEllison

LAWYERS

Draft 4

Date:

Option

Marsden Park

Integral Energy Australia (**Grantor**)

Ganian Pty Limited (**Grantee**)

MinterEllison

L A W Y E R S

AURORA PLACE, 88 PHILLIP STREET, SYDNEY NSW 2000, DX 117 SYDNEY
TEL: +61 2 9921 8888 FAX: +61 2 9921 8123
www.minterellison.com

Option

[transaction details (if any)]

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Details

Date

Parties

Name	Integral Energy Australia
ABN	59 253130 878
Short form name	Grantor
Role	Grantor
Notice details	51 Huntingwood Drive Huntingwood NSW 2148 Facsimile (02) 9853 6000 Attention Cornelius Duba

Name	Ganian Pty Limited ACN 079 625 835
ABN	[<i>ABN of Grantee</i>]
Short form name	Grantee
Role	Grantee
Notice details	[<i>address of Grantee</i>] Facsimile [<i>facsimile of Grantee</i>] Attention [<i>attention of Grantee</i>]

Items

- | | |
|---------------|---|
| Item 1 | Property

Part of the land comprised in Certificate of Title 291/1076555 and shown as Lot 2911 and Lot 2913 on the Plan and known as [#] Fulton Street, Marsden Park |
| Item 2 | Call Option Fee

\$1 plus GST |
| Item 3 | Call Option Commencement Date

The Estimated Works Completion Date which is no earlier than 36 months from the date of this deed. |
| Item 4 | Option Expiry Date

The Call Option expires on the date which is 6 months after the Call Option Commencement Date. |
| Item 5 | Grantor's Solicitor

Bartier Perry |

Level 18, 133 Castlereagh Street
Sydney NSW 2000
DX 109 Sydney
Facsimile: (02) 8281 7838
Attention: Hugh Halliday

Item 6

Grantee's Solicitor
Minter Ellison
Level 19, Aurora Place,
88 Phillip Street
SYDNEY NSW 2000
Facsimile: (02) 9921 8277
Attention: David McElhone

Item 7

Business Day Place
Sydney, New South Wales

Item 8

References to Time
Sydney, New South Wales

Item 9

Governing Law
New South Wales

Item 10

Deposit
\$0.10 plus GST

Item 11

Price
\$1.00 plus GST

Background

- A The Grantor is or is entitled to be the registered proprietor of the Property.
- B The Grantor has agreed to grant to the Grantee an option to purchase the Property.

Agreed terms

1. Definitions and Interpretation

1.1 Definitions

These meanings apply unless the contrary intention appears.

Amount of the Consideration means:

- (a) the amount of any payment in connection with a supply; and
- (b) in relation to non-monetary consideration in connection with a supply, the GST exclusive market value of that consideration as reasonably determined by the supplier.

Authorised Officer means:

- (a) in the case of the Grantor, a director, secretary or an officer whose title contains the word 'manager' or a person performing the functions of any of them; and
- (b) in the case of the Grantee, a person appointed by the Grantee to act as an Authorised Officer for the purpose of this deed.

Business Day means a day on which banks are open for general banking business in the place or places set out in the Details under 'Business Day place(s)' (not being a Saturday, Sunday or public holiday).

Call Option means the option granted under clause 3.1 ('Grant of Call Option').

Call Option Expiry Date means the date so described in the Details.

Call Option Fee means the amount so described in the Details.

Caveat Period means the period beginning on the date of this deed and ending at 3:00pm on the Option Expiry Date.

Contract means a document in the form of Annexure 'A' as varied under clause 10 ('Updated contract').

Corporations Act means the *Corporations Act 2001* (Cth).

Details means the section of this deed headed 'Details'.

Estimated Works Completion Date has the same meaning it does in the Integral Energy Sale Contract.

Grantee means the person so described in the Details.

Grantor means the person so described in the Details.

Grantor's Works has the meaning that **Purchaser's Works** has in the Integral Energy Sale Contract.

Grantee's Solicitor means the firm of solicitors so described in the Details, or if the Grantee notifies the Grantor that another firm is its solicitor, then that firm.

Grantor's Solicitor means the firm of solicitors so described in the Details, or if the Grantor notifies the Grantee that another firm is its solicitor, then that firm.

GST has the meaning it has in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST exclusive market value has the meaning it has in the GST Act.

Guarantee means the guarantee and indemnity of the nominee's obligations under the Option and as purchaser under the Contract if the Option is exercised, in the form appearing in Annexure B.

Input Tax Credit has the meaning it has in the GST Act.

Integral Energy Sale Contract means the contract for sale of the Property between the Grantor (as purchaser) and the Grantee (as vendor) dated the same date as this deed.

Nomination Notice means a notice in the form appearing in Schedule 2.

Option Period means the period commencing on the Call Option Commencement Date and expiring on the Call Option Expiry Date.

Plan has the same meaning it has in the Integral Energy Sale Contract.

Price means the price so described in the Details.

Property means the property so described in the Details.

Related Entity means:

- (a) another entity which is related to the first within the meaning of section 50 of the Corporations Act; or
- (b) another entity which is in any economic entity (as defined in any approved accounting standard) which contains the first.

Substantial Commencement of Construction means, in relation to the Grantor's Works, the stage in the administration of the building contract for the Grantor's Works when the Grantor has provided access to and possession of the Property to its building contractor for the purposes of construction of an electricity substation and other Grantor Works on the Property.

Tax Invoice has the meaning it has in the GST Act.

1.2 Interpretation

In this deed unless the contrary intention appears:

- (a) a reference to this deed or another instrument includes any variation or replacement of any of them;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) the word 'person' includes a firm, a body corporate, an unincorporated association or an authority;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;

- (f) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (g) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (h) a reference to an accounting term is to be interpreted in accordance with accounting standards under the Corporations Act, schedule 5 to the Corporations Regulations and, if not inconsistent with those accounting standards and that schedule, generally accepted principles and practices in Australia consistently applied by a body corporate or as between bodies corporate and over time;
- (i) a reference to any thing (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (j) **include** or **including** when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind;
- (k) if the parties are prohibited from doing anything, it is also prohibited from:
 - (i) allowing or causing it to be done; and
 - (ii) doing or omitting to do anything which results in it happening;
- (l) a reference to a statute, ordinance, code or law includes a statute, ordinance code or law of the Commonwealth of Australia;
- (m) a reference to a body, whether statutory or not which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (n) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed.
- (o) terms appearing in this deed which are defined in the GST Act shall have the same meaning as ascribed to them by the GST Act.

1.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this deed.

2. Grantor's Works

The parties acknowledge and agree that:

- (a) the Grantor is obliged under clause 40.5 of the Integral Energy Sale Contract to use reasonable endeavours to carry out the Grantor's Works by the Estimated Works Completion Date;
- (b) prior to the Call Option Commencement Date, the Grantor must achieve Substantial Commencement of Construction of the Grantor's Works;
- (c) at any time prior to the Call Option Commencement Date, the Grantor may give the Grantee notice that it has achieved Substantial Commencement of Construction of the Grantor's Works;

- (d) the Grantee may only exercise the Call Option if the Grantor has not achieved Substantial Commencement of Construction in relation to the Grantor's Works (as required under clause 2(b) of this deed) on or before the Call Option Commencement Date; and
- (e) if the Grantee exercises the Call Option the Grantee will reimburse the Grantor the reasonable non-recoverable costs incurred by the Grantor in relation to the Grantor's Works up to the date the Grantee exercises the Call Option.

3. Consideration and grant of options

3.1 Grant of Call Option

In consideration of the payment of the Call Option Fee by the Grantee to the Grantor (receipt of which the Grantor acknowledges), the Grantor grants to the Grantee an option for the Grantee to purchase the Property for the Price and on the terms set out in the Contract.

3.2 Irrevocable offer

The Option constitutes an irrevocable offer by the Grantor to enter into a binding agreement for the sale of the Property to the Grantee which, if accepted, must be accepted strictly in accordance with the provisions of this document, otherwise the Option will lapse.

4. Duration of options

The Call Option commences at 9.00am on the Call Option Commencement Date and ends on the Call Option Expiry Date.

5. Payment of Deposit under Contract

On the exercise of the Call Option, the Option Fee will be treated as payment of the Deposit under the Contract.

6. Nominee

6.1 How a nomination is made

If the Grantee has not exercised the Call Option, and the Option Period has not ended, the Grantee may nominate another person to exercise the Call Option by delivering to the Grantor's solicitor:

- (a) a Nomination Notice completed and executed by the Grantee and the nominee;
- (b) a copy of the power of attorney as registered in the New South Wales General Register of Deeds, if the Nomination Notice is executed under a power of attorney;
- (c) the Guarantee, completed and executed by the Grantee as guarantor; and
- (d) a withdrawal of any caveat that the Grantee has lodged on the title to the Property.

6.2 Effect of a nomination

If the Grantee nominates a nominee under clause 6.1, then from the date the Grantee delivers the items listed in that clause:

- (a) the nominee may exercise the Call Option and the Grantee may not;
- (b) this document is to be read as if:

- (i) 'the Grantee' or 'Grantee' are replaced by the name of the nominee whenever it appears in clauses 2(e) (Grantor's Works), 3 (**Consideration and Grant of Options**), 8 (**Binding Agreement**), 9 (**Exercise of Call Option**), 10 (Updated Contract), 12 (Stamp Duty) and 14 (Dealing with Interests) and a reference to a party in clauses 11 (GST), 13 (Notices) and 15 (General) where the context requires is a reference to the nominee instead of the Grantee;
- (ii) clause 7 is deleted;
- (iii) this clause 6 is deleted;
- (iv) Schedule 2 is deleted; and
- (c) this document is to be read as if the details of the nominee's solicitor as set out in the Nomination Notice replace those shown for the Grantee's solicitor in the Annexed Contract.

7. Caveat

7.1 Caveatable interest

The Grantor agrees that the Grantee may lodge and maintain a caveat on the title to the Property during the Caveat Period.

7.2 Consent to dealings and withdrawal of caveat

If the Grantee lodges a caveat on the title to the Property, the Grantee must:

- (a) promptly when the Grantor's solicitor asks it to do so, consent to the registration of any dealing which does not prejudice the Grantee's interests under this document; and
- (b) unless a withdrawal of that caveat has been delivered under clause 6.1, deliver to the Grantor's solicitor a withdrawal of that caveat in registrable form within seven days after the Option Period ends.

7.3 Power of attorney

For valuable consideration, the Grantee irrevocably nominates and appoints the Grantor to be the attorney of the Grantee to:

- (a) execute a withdrawal of any caveat referred to in clause 7.1; and
- (b) procure registration of the withdrawal of caveat;

if the Grantee does not comply with clause 7.2(b).

8. Binding agreement

8.1 Contract binding - exercise of Call Option

If the Grantee exercises the Call Option in accordance with clause 9 ("Exercise of Call Option"), then:

- (a) the Contract binds the Grantor and the Grantee from the time that the items in clause 9.1 ("What the Grantee must do") are delivered to the Grantor's Solicitor; and
- (b) the Grantor must date the Contract with the date on which the items in clause 9.1 are delivered to the Grantor's Solicitor; and

- (c) within ten Business Days after the items in clause 9.1 are delivered to the Grantor's Solicitor, the Grantor must deliver to the Grantee a counterpart of the Contract completed with particulars of the Grantee, signed by the Grantor and dated the date specified in clause 8.1(b).

8.2 Grantee's obligations

The Contract binds the Grantor and the Grantee even if the Grantor does not comply with clause 8.1(b) or 8.1(c).

9. Exercise of Call Option

9.1 What the Grantee must do

If the Grantee wants to exercise the Call Option, the Grantee must after the occurrence of the Call Option Commencement Date and before the Call Option Expiry Date:

- (a) deliver to the Grantor's Solicitor a notice of exercise of Call Option in the form of Annexure 'A' signed by the Grantee; and
 - (b) deliver to the Grantor's Solicitor within a further 5 Business Days of such notice, the Contract completed with particulars of the Grantee as purchaser and signed by the Grantee as purchaser.
- ; and
- (c) if applicable, deliver to the Grantor's Solicitor a copy of the power of attorney, as registered, under which the notice of exercise of Call Option or the Contract or both are signed.

9.2 Signing notice of exercise of Call Option and Contract

The Grantee must sign the notice of exercise of Call Option and the Contract either:

- (a) personally, if an individual, or as prescribed under section 127 of the Corporations Act if a company; or
- (b) by an attorney under a power of attorney registered by Land and Property Information New South Wales.

9.3 Delivery – exercise of Call Option

The items in clause 9.1 ('What the Grantee must do') may be delivered by leaving them at the Grantor's Solicitor's address specified in the Details.

10. Updated Contract

10.1 Grantor may update Contract

If, before the Call Option is exercised, the Grantor's Solicitor gives the Grantee's Solicitor documents (including vendor's disclosure documents) to be attached to the Contract, an updated version of any of the documents attached to this deed or the Contract (or either of them) or an updated description of the title to the Property which is reasonably acceptable to the Grantee, then before the Grantee signs the Contract, the Grantee must ensure that:

- (a) the document is attached to the Contract or the updated version of the document replaces the version attached to this deed or the Contract (or either of them) when this deed was executed; and
- (b) the description of the title to the Property is amended so that it is the same as the updated description of the title.

11. GST

11.1 Consideration does not include GST

The consideration specified in this deed does not include any amount for GST.

11.2 Recovery of GST

If a supply under this deed is subject to GST, the recipient must pay to the supplier an additional amount equal to the Amount of the Consideration multiplied by the applicable GST rate.

11.3 Time of payment

The additional amount is payable at the same time as the consideration for the supply is payable or is to be provided. However, the additional amount need not be paid until the supplier gives the recipient a Tax Invoice.

11.4 Adjustment of additional amount

If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount.

11.5 Reimbursement

If a party is entitled to be reimbursed or indemnified under this deed, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an Input Tax Credit.

12. Stamp duty

The Grantee agrees to pay all stamp duties (including fines and penalties), fees, taxes and charges which are payable in connection with this deed and the Contract or a payment, receipt or other transaction contemplated by either of them.

13. Notices

13.1 Form

Unless expressly stated otherwise in this deed, all notices, certificates, consents, approvals, waivers and other communications in connection with this deed (**Communications**) must be in writing, signed by an Authorised Officer of the sender and marked for attention as set out or referred to in the Details or, if the recipient has notified otherwise, then marked for attention in the way last notified.

13.2 Delivery

Communications must be:

- (a) left at the address set out or referred to in the Details; or
- (b) sent by prepaid post (airmail, if appropriate) to the address set out or referred to in the Details; or

(c) sent by fax to the fax number set out or referred to in the Details.

However, if the intended recipient has notified a changed postal address or changed fax number, then the Communication must be to that address or number.

13.3 When effective

Communications take effect from the time they are received unless a later time is specified in them.

13.4 Deemed receipt – postal

If sent by post, Communications are taken to be received three days after posting (or seven days after posting if sent to or from a place outside Australia).

13.5 Deemed receipt – fax

If sent by fax, Communications are taken to be received at the time shown in the transmission report as the time that the whole fax was sent.

13.6 Deemed receipt – general

Despite clauses 13.4 ('Deemed receipt – postal') and 13.5 ('Deemed receipt – fax'), if Communications are received after 5.00pm in the place of receipt or on a non-Business Day, they are taken to be received at 9.00am on the next Business Day.

14. Dealing with interests

14.1 Dealings by the Grantee

The Grantee may assign, novate, sell, charge or otherwise deal with its rights or obligations under this deed or allow any interest in them to arise or be varied, in each case, without the Grantor's consent.

14.2 Dealings by the Grantor

The Grantor may not sell or charge the Property or assign, novate, or otherwise deal with its rights or obligations under this deed or allow any interest in them to arise or be varied, in each case, without the consent of the Grantee.

15. General

15.1 Prompt performance

If this deed specifies when a party agrees to perform an obligation, that party agrees to perform it by the time specified. The Parties agree to perform all other obligations promptly.

15.2 Certificates

Each party may give another party a certificate about an amount payable or other matter in connection with this deed. The certificate is sufficient evidence of the amount or matter, unless it is proved to be incorrect.

15.3 Exercise of rights

Each party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy.

15.4 Partial exercise of rights

A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or an exercise of any other right, power or remedy by that party.

15.5 Delay in exercising rights

Subject to clause 9.1 failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

15.6 Conflict of interest

The Grantee's rights and remedies under this deed may be exercised even if this involves a conflict of duty or the Grantee has a personal interest in their exercise.

15.7 Remedies cumulative

The rights and remedies of a party under this deed are in addition to other rights and remedies given by law independently of this deed.

15.8 Rights and obligations are unaffected

Rights given to a party under this deed and the liabilities of that party under it are not affected by anything which might otherwise affect them at law.

15.9 Continuing breaches

The expiry or termination of this deed does not affect the rights of the Parties to this deed for a breach of this deed by the other party or Parties before the expiry or termination.

15.10 Antecedent obligations

The expiry or termination of this deed does not affect a party's obligations:

- (a) to make payments under this deed in respect of periods before the expiry or termination of this deed; or
- (b) to provide information to another party to enable it to calculate those payments.

15.11 Inconsistent law

To the extent permitted by law, this deed prevails to the extent it is inconsistent with any law.

15.12 Supervening legislation

Any present or future legislation which operates to vary the obligations of a party in connection with this deed with the result that the party's rights, powers or remedies are adversely affected (including by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

15.13 Variation and waiver

A provision of this deed, or right created under it, may not be waived or varied except in writing signed by the party or Parties to be bound.

15.14 Confidentiality

Each party agrees not to disclose information provided by any other party that is not publicly available (including the existence or contents of this deed) except:

- (a) to any person in connection with an exercise of rights or a dealing with rights or obligations under this deed (including in connection with any legal proceedings); or
- (b) to officers, employees, legal and other advisers and auditors of the parties; or
- (c) to any party to this deed or any Related Entity of any party to this deed, provided the recipient agrees to act consistently with this clause 15.14 ('Confidentiality'); or
- (d) with the consent of the party who provided the information (such consent not to be unreasonably withheld); or

(e) as required by any law or stock exchange or this deed.

Each party consents to disclosures made in accordance with this clause 15.14 ('Confidentiality').

Each party may only use the confidential information of the other for the purpose of exercising its rights and complying with its obligations under this deed.

15.15 Further steps

The parties agree to do anything another party reasonably asks (such as obtaining consents, signing and producing documents and getting documents completed and signed) to bind the parties and any other person intended to be bound under this deed.

15.16 Severability

If the whole or any part of a provision of this deed is void, unenforceable or illegal in a jurisdiction:

- (a) it is severed for that jurisdiction;
- (b) the remainder of this deed has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.

This clause has no effect if the severance alters the basic nature of this deed or is contrary to public policy.

15.17 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of; or seeks to rely on, this deed or any part of it.

15.18 Effect of moratorium

To the extent permitted by law the application to this deed of any moratorium or other Act whether State or Federal having the effect of extending the term, reducing or postponing the payment of any moneys payable under this deed, or otherwise affecting the operation of the terms of this deed is expressly excluded and negated.

15.19 Counterparts

This deed may consist of a number of copies, each signed by one or more Parties to this deed. If so, the signed copies are treated as making up the one document.

15.20 Applicable law

This deed is governed by the law in force in the place specified in the Details and the Parties submit to the non-exclusive jurisdiction of the courts of that place.

15.21 Serving documents

Without preventing any other method of service, any document in a court action may be served on a party by being delivered to or left at that party's address for service of notices under clause 13 ('Notices').

15.22 Legal Costs

Each party shall be responsible for its own legal costs in connection with this deed and the Contract.

Schedule 1 - Notice of Exercise of Call Option

TO: Integral Energy (Grantor)

Notice is given that Ganian Pty Limited* exercises the call option granted in the call option to purchase land between the Integral Energy as Grantor and Ganian Pty Limited as Grantee dated [#] to purchase the property being Lots 2911 and 2913 in Deposited Plan 1076555, being all of the land in folio identifier 2911/[#] and [#]/[#].

Dated

*If a nomination notice has been served, insert name/execution clause of nominee

Schedule 2– Nomination Notice

TO: Integral Energy (Grantor)

Notice is given that Ganian Pty Limited nominates:

(insert full name and address of Grantee's nominee) to be its nominee (the 'Nominee') to exercise the call option granted in the call option between Integral Energy as Grantor and Ganian Pty Limited as Grantee dated _____ to purchase the property being Lots 2911 and 2913 Deposited Plan 1076555 , being all of the land in folio identifier 2911/[#] and [#]/[#].

The Nominee's address for service is:

The Nominee's solicitors are (insert full name and address of nominee's solicitors):

Dated _____

The Nominee accepts this nomination and agrees to be bound by the terms of the option dated [#] and relating to the Property described as Lots 2911 and 2913 in Deposited Plan 1076555, being all of the land in folio identifier 2911/[#] and [#]/[#]. The Nominee agrees that it will not lodge a caveat on the title to the Property during the Option Period.

Dated _____

Executed by the Nominee

Signing page

EXECUTED as an agreement.

Signed sealed and delivered by
as attorney for **Integral Energy Australia**
under power of attorney dated
registered number book
number in the
presence of

Signature of witness

← _____ ←
Name of signatory

Name of witness (print)

Annexure A

Contract

Fulton Road, Marsden Park
Annexure to Option

MinterEllison

L A W Y E R S

AURORA PLACE, 88 PHILLIP STREET, SYDNEY NSW 2000, DX 117 SYDNEY
TEL: +61 2 9921 8888 FAX: +61 2 9921 8123
www.minterellison.com

Annexure B

Guarantee

Fulton Road, Marsden Park

Annexure to Option

