



Canning Vale Facility

ICD Superalloys Australia Pty Ltd

Environmental Protection Act 1986 – Application for Licence – Supporting Document

JBS&G 67635 | 170,094 (Rev 0)

20 August 2025





We acknowledge the Traditional Custodians of Country throughout Australia and their connections to land, sea and community.

We pay respect to Elders past and present and in the spirit of reconciliation, we commit to working together for our shared future.

Caring for Country The Journey of JBS&G
Artist: Patrick Caruso, Eastern Arrernte

Table of contents

1.	Introduction	1
1.1	Background	1
1.2	Purpose and scope	1
1.3	Prescribed activities	1
1.4	Applicant details.....	2
1.5	Premises details	2
1.6	Occupier status	2
1.7	Works Approval.....	3
1.7.1	Environmental Compliance Reports	3
1.8	Other approvals	3
2.	Proposed activities	3
2.1	Prescribed premises infrastructure and equipment.....	3
2.2	Operational activities	4
2.2.1	Metal turnings wash plant.....	5
2.3	Waste acceptance	5
3.	Emissions, discharges and waste	6
3.1	Noise emissions.....	8
4.	Location and siting	8
4.1	Premises location	8
4.2	Residential and sensitive premises	8
4.3	Environmentally sensitive receptors.....	8
4.4	Meteorological conditions	9
5.	References	10

List of Tables

Table 1.1:	Application attachments.....	1
Table 1.2:	Prescribed premises categories	2
Table 1.3:	Applicant details	2
Table 1.4:	Premises details	2
Table 2.1:	Infrastructure and Equipment	4
Table 2.2:	Waste acceptance.....	5
Table 3.1:	Emissions and discharge	6
Table 4.1:	Residential and sensitive receptors	8
Table 4.2:	Sensitive human and environmental receptors	9

List of Figures

Figure 4.1	Climate averages for Perth (Station 009172)	9
------------	---	---

Abbreviations

Term	Definition
BoM	Bureau of Meteorology
CBD	Central Business District
DWER	Department of Water and Environmental Regulation
ECR	Environmental Compliance Report
EP Act	<i>Environmental Protection Act 1986</i>
ESA	Environmentally Sensitive Area
IBC	Intermediate Bulk Container
LEV	Local Exhaust Ventilation

1. Introduction

1.1 Background

ICD Superalloys Australia Pty Ltd (the applicant, occupier) is seeking approval to operate a new facility at 204-208 Bannister Road, Canning Vale (the premises) in the City of Canning, approximately 22 km southeast of the Perth CBD.

The premises comprises a newly built industrial warehouse that provides processing capabilities for various minor metals. The facility is equipped with processing equipment, including a plasma-cutting station, an abrasive cleaning (ball media) station, and a metal turnings shredder and wash plant.

1.2 Purpose and scope

This document, together with the completed Department of Water and Environmental Regulation (DWER) application form, constitutes an application for a licence under Part V of the *Environmental Protection Act 1986* (EP Act). Table 1.1 provides an overview of the application form supporting attachments and the relevant sections of this document that address each item.

Table 1.1: Application attachments

Application Form attachments	Attached
Attachment 1A: Proof of occupier status	Yes
Attachment 1B: ASIC company extract	Yes
Attachment 1C: Authorisation to act as a representative of the occupier	Not applicable
Attachment 2: Premises map/s	Yes
Attachment 3A: Environmental commissioning plan	Not applicable
Attachment 3B: Proposed activities	Section 2
Attachment 3C: Map of area proposed to be cleared (only applicable if clearing is proposed)	Not applicable
Attachment 3D: Additional information for clearing assessment	Not applicable
Attachment 4: Marine surveys (only applicable if marine surveys included in application)	Not applicable
Attachment 5: Other approvals and consultation documentation	Yes
Attachment 6A: Emissions and discharges	Section 3
Attachment 6B: Waste acceptance	Section 2.3
Attachment 7: Siting and location	Section 4
Attachment 8: Additional information submitted	Yes
<i>Attachment 8A: Environmental Compliance Report</i>	-
<i>Attachment 8B: Site Layout Plan</i>	-
<i>Attachment 8C: Noise Assessment</i>	-
Attachment 10: Proposed fee calculation	Yes
Attachment 11: Request for exemption from publication	Not applicable

1.3 Prescribed activities

The premises comprises the following prescribed premises categories and throughput production/design capacities, as listed in Schedule 1 of the Environmental Protection Regulations 1987 and outlined in Table 1.2.

Table 1.2: Prescribed premises categories

Category number	Description of category	Category production or design capacity threshold	Facility production or design capacity
47	Scrap metal recovery: premises (other than premises within category 45) on which metal scrap is fragmented or melted, including premises on which lead acid batteries are reprocessed.	100 tonnes or more per year	18,800 tonnes per annum
61A	Solid waste facility: premises (other than premises within category 67A) on which solid waste produced on other premises is stored, reprocessed, treated, or discharged onto land.	100 tonnes or more per year	

1.4 Applicant details

The applicant's details are shown in Table 1.3 and the ASIC company extract is contained in Attachment 1B.

Table 1.3: Applicant details

Detail	Response
Applicant name	ICD Superalloys Australia Pty Ltd
Trading as	N/A
ACN	675 181 987
Registered business address	Level 4, 35-37 Havelock Street, WEST PERTH WA 6005
Authorised representative	Matt Sonsee, Operations Manager Email: matt.sonsee@icdalloys.com Mobile: +61 401 332 324

1.5 Premises details

The premises details are summarised in Table 1.4 below and the premises boundary is shown on the Premises Map in Attachment 2.

Table 1.4: Premises details

Aspect	Details
Premises name	Canning Vale Facility
Site description	Part of Lot 165 on Plan 13436 (Certificate of Title volume 1589 folio 88)
Site address	Warehouse B, 204-208 Bannister Road, CANNING VALE WA 6155
Occupier status	Leaseholder
Prescribed premises boundary	As shown on the Premises Map in Attachment 2
Local government authority	City of Canning

1.6 Occupier status

The premises is owned by Centuria Property Funds No. 2 Limited. The applicant holds a 10-year term lease, with an option for a further term of 5-years. A copy of the lease is provided in Attachment 1A.

1.7 Works Approval

DWER granted Works approval W6968/2024/1 to the applicant on 20 December 2024 for the construction and time limited operation of the premises. The following sections provide a summary of the performance against the conditions of the works approval.

1.7.1 Environmental Compliance Reports

Condition 1 (table 1) of the works approval specifies the design and construction/installation requirements of the infrastructure to be constructed at the premises. Upon construction or installation of an item of infrastructure at the premises, condition 2 of the works approval requires the applicant to undertake an audit of compliance against the requirements of condition 1 of the works approval and prepare and submit an Environmental Compliance Report (ECR) to DWER. Condition 3 of the works approval requires that the ECR includes, as a minimum:

- a. *Certification by a suitably qualified civil or structural engineer that the items of infrastructure or component(s) thereof, as specified in condition 1, have been constructed in accordance with the relevant requirements specified in condition 1;*
- b. *As constructed plans and a detailed site plan for each item of infrastructure or component of infrastructure specified in condition 1; and*
- c. *Be signed by a person authorised to represent the works approval holder and contains the printed name and position of that person.*

On 23 April 2025, the applicant submitted the ECR to DWER (copy provided in Attachment 8A). The ECR confirmed that the infrastructure had been constructed in accordance with the works approval and Environmental Protection (Abrasive Blasting) Regulations 1998.

1.8 Other approvals

The premises is in the General Industry zone as designated under the City of Canning's Local Planning Scheme No. 42 (City of Canning, 2020). The activities carried out at the premises are classed as a Resource Recovery use, which is a discretionary use in the General Industry zone and is only permitted if the City has exercised its discretion by granting development approval. Therefore, the applicant has obtained development approval for the premises (DA24/0127 dated 3 September 2024 as provided in Attachment 5).

2. Proposed activities

2.1 Prescribed premises infrastructure and equipment

A list of infrastructure and equipment within the boundary of the premises relevant to this application is provided in Table 2.1. The locations of the infrastructure and equipment are shown on the Site Layout Plan in Attachment 8B.

Table 2.1: Infrastructure and Equipment

Infrastructure and equipment	Relevant categories	Site Layout Plan reference in Attachment 8B	Operational requirements
Plasma-cutting bay	47/61A	Plasma Bay	Maintained in accordance with manufacturer's specifications.
Abrasive cleaning station	47/61A	Shotblast	Operated in a manner that ensures that noise emissions comply with the Environmental Protection (noise) Regulations 1997.
Metal turnings shredders and wash plant	47/61A	Metal Turnings Wash Plant, Turnings Drain Area, Shredders & Prepared Material	Operated in accordance with the Environmental Protection (Abrasive Blasting) Regulations 1998. Positioned on a hardstand area and maintained free of leaks and defects.
Process area (240 t shears; 320 t shears; Baler).	47/61A	Process Area	Fire management and prevention equipment stored so access is not impeded by infrastructure or equipment used in site operations. fire management and prevention equipment always maintained and in good working order.
Fire management and prevention equipment	47/61A	Throughout premises	

2.2 Operational activities

The premises is used to process low-volume, high-value revert metals (i.e., scrap metal from other manufacturing processes that can be remelted and sent back into production), including:

- Pure metals (e.g., cobalt, molybdenum, nickel and titanium);
- Alloys and revert (e.g., nickel, tungsten, cobalt);
- Ferro alloys (e.g., ferro molybdenum, ferro tungsten and ferro titanium); and
- Rare earth metals (cerium, yttrium and lanthanum).

The metal are received in various containers such as drums, intermediate bulk containers (IBCs) and bulk bags in the goods-in areas (as shown on Site Layout Plan in Attachment 8B) where it is inspected and designated for processing. Depending on the type and nature of material, the various metals are subject to the following activities:

- Bulking-up of material only (i.e., no further processing needed);
- Cutting into smaller pieces at the plasma-cutting station installed with local exhaust ventilation (LEV) with filter and external exhaust to the environment via stack at roof level (refer to photographs in Appendix C of the ECR in Attachment 5);
- Consolidation of larger items using cutting shears (240 t and 320 t) and baler;
- Cleaning and preparation of items in a ball chamber operated in accordance with the Environmental Protection (Abrasive Blasting) Regulations 1998 and incorporating a ventilation and dust extraction system that vents to the warehouse (refer to photographs in Appendix C of the ECR in Attachment 5); and
- Swarf material to reduce shredding and washing in the metal turnings wash plant to remove any contaminants (e.g., oil and grease).

2.2.1 Metal turnings wash plant

The metal turnings (swarf) are received in a dedicated area (refer to Site Layout Plan) where they are stored prior to processing. The wash plant is comprised of three main sections – wash, rinse and dry – with a feed hopper on the front end and bagging station for the out feed. The process is described as follows.

The in-feed material is loaded into the shredder to reduce the size and volume. The shredded material is then loaded into the wash plant feed hopper connected to a screw conveyor that controls both the speed and amount of material loaded into the wash line. From the feed hopper, the swarf is transported into the washing screw. A heated wash bath at the start of the screw initially soaks the entire surface of the swarf with a wash solution (an environmentally-safe chemical). This submersion degreases and loosens any oils and contamination. The material leaves the bath and is screwed upwards where overhead spray bars deliver high pressure impingement direct from the wash tank to further target the surface of the swarf.

From the wash screw, the swarf is transferred onto a linear vibrating deck where any fines are separated through the screen. This step also de-waters the material to prevent any cross contamination from the wash liquor stand and the rinse stage. The rinse section uses the same configuration as the wash stage; however, it uses water only to rinse the turnings of any remaining residue.

The wash plant includes water recirculation where the used wash solution is filtered and returned to the wash tank for reuse. Occasional top-up or replacement is required. Any used wash water is drained to IBCs and temporarily stored on-site before removal to an appropriately licensed facility for treatment. It is anticipated that no more than 12,000 L of wash water is stored on-site at any one time.

After rinsing, a screw feeds the material onto a second vibrating sieve where the swarf is transferred across a screen to be dewatered and fines removed. This stage reduces the moisture on the surface of the metal in preparation for the subsequent drying stage. The drying screw uses a hot air blower to create an airflow down the screw that dries the surface of the swarf. As the swarf is constantly transferred up the screw, all surfaces of the metal are in contact with the hot air and the material is completely dry by the time it exits.

The final stage of the line is the bagging station where bulk bags or drums are used collect the clean and dry swarf.

All consolidated and processed material is stored in containers (bulk bags, drums and IBCs) in the goods-out area before removal off-site by truck for further processing (e.g., remelting).

The wash plant is equipped with three air extraction and ventilation points above the unit, which is used to extract any steam or fumes. The extraction units vent externally at the roof level (refer to photographs in Appendix C of the ECR in Attachment 5).

2.3 Waste acceptance

The premises accepts and stores the waste types shown in Table 2.2.

Table 2.2: Waste acceptance

Waste type	Estimated maximum quantity	Maximum quantity stored on-site	Waste activity infrastructure	Monitoring	Site Layout Plan Reference
Non-ferrous metal	10,000 tonnes per year	700 tonnes	Consolidation/bulking, plasma-cutting, shears, baler and abrasive cleaning.	Kilograms of material received and despatched from the premises will be measured and recorded	Goods In, Goods Out, Process Area
Ferrous metal	500 tonnes per year	40 tonnes			
Ferrous metal filings and turnings	300 tonnes per year	20 tonnes	Metal turnings wash plant		Goods In Turnings, Metal Turnings Wash

Waste type	Estimated maximum quantity	Maximum quantity stored on-site	Waste activity infrastructure	Monitoring	Site Layout Plan Reference
Non-ferrous metal filings and turnings	8,000 tonnes per year	200 tonnes			Plant, Shredders & Prepped Materials

3. Emissions, discharges and waste

The key emissions and discharges and associated actual or likely pathways during premises time limited operation are detailed in Table 3.1 below. The table also details the proposed control measures to assist in controlling these emissions, where necessary.

Table 3.1: Emissions and discharge

Emission or discharge type	Source of emission or discharge	Volume and frequency	Potential pathways	Proposed controls	Location on Site Layout Plan
Time limited operation					
Dust and fume	- Ball chamber mill and extraction and filtration system (internal vent). - Plasma-cutting station extraction and filtration system (external roof stack). - Metal turnings wash plant extraction units (three external roof stacks).	Fugitive, intermittent	Air, wind dispersion	- External roads and yards and internal floors are constructed of concrete or sealed with bitumen. - All processing activities undertaken within enclosed warehouse. - Plasma-cutting bay installed with LEV, including filter, vented at roof level. - Ball chamber mill operated in accordance with Environmental Protection (Abrasive Blasting) Regulations 1998, including a mechanical ventilation and dust extraction system which is operated so that: - no visible dust escapes from the blasting chamber; - all air from the blasting chamber passes through the ventilation and dust extraction system before being discharged into the environment; and	Plasma Bay, Abrasive cleaning station, Metal turnings wash plant

Emission or discharge type	Source of emission or discharge	Volume and frequency	Potential pathways	Proposed controls	Location on Site Layout Plan
				- air discharged into the environment does not contain any visible dust or more than 50 mg/m³. - Metal turnings wash plant vents at high level (roof stacks). - Good housekeeping services maintained within the warehouse.	
Noise	- Delivery and storage of material. - Operation of processing equipment (plasma-cutting, abrasive cleaning, shears, baler, wash plant and shredder). - Operation of mobile equipment and vehicles.	Intermittent	Air, wind dispersion	- Operational hours limited to day period only (Monday to Saturday 0700-1900). - All processing activities carried out in enclosed warehouse. - Non-tonal reversing beepers used on mobile handling plant (e.g., forklifts). - Equipment maintained in good working order. - Noise validation monitoring carried out during time limited operations.	Within prescribed premises boundary
Spil or leak of wash water	Metal turnings wash plant	Fugitive, intermittent	Direct discharge to land	- Environmentally-safe cleaning solution used. - All processing activities carried out in building with sealed concrete floors and concrete panel walls (below steel cladding). - Wash water recirculation system minimises volume of water stored in wash tank and need for change out of wash water. - Regular inspection of wash plant for leaks and over-spray. - Used wash water stored in IBCs on temporary/mobile secondary containment (e.g., spill pallets).	Metal turnings wash plant, Turnings drain area

Emission or discharge type	Source of emission or discharge	Volume and frequency	Potential pathways	Proposed controls	Location on Site Layout Plan
Smoke and firefighting water	Fire withing the premises	Fugitive, rare		• Fire water tanks and sprinkler system in warehouse. • Fire extinguishers and blankets in warehouse. • Isolation valves on drain points within warehouse. • Fire alarm system connected to emergency services. • Implementation of fire and emergency management procedures.	Warehouse

3.1 Noise emissions

Condition 19 of the works approval required noise validation to be carried out at the premises once during time limited operations. The applicant engaged Marshall Day Acoustics Pty Ltd to undertake the noise validation monitoring and report on the findings.

The noise assessment report (Attachment 5C) concluded that noise emissions were 5-8 dB below the L_{A10} assigned level and 13 dB below the L_{Amax} assigned level, demonstrating compliance with the Environmental Protection (Noise) Regulations 1997 during typical worst-case operations and additional peak noise emission scenarios.

4. Location and siting

The environmental setting and proximity of surrounding environmental features and nearby sensitive receptors to the premises are described below and shown in the Siting and Location Plan in Attachment 2.

4.1 Premises location

The premises covers an area of approximately 3,536 m² over part of Lot 165 on Plan 13436 in the City of Canning, approximately 22 km southeast of the Perth CBD (refer to Premises Map in Attachment 2).

4.2 Residential and sensitive premises

The distances to residential and sensitive receptors are detailed in Table 4.1.

Table 4.1: Residential and sensitive receptors

Receptor	Distance and direction from premises boundary
Residential areas	~ 640 m northwest ~ 1,000 m south

4.3 Environmentally sensitive receptors

The potential environmental receptors that emissions and discharges from the premises may impact are detailed in Table 4.2 and depicted in Attachment 2.

Table 4.2: Sensitive human and environmental receptors

Type/classification (data.wa.gov.au)	Description	Distance and direction from premises boundary
Environmentally Sensitive Areas (ESA) (DWER-046)	There are no mapped ESAs within the premises.	Closest ESA is located >1,000 m from the premises.
Aboriginal and other heritage sites (DPLH-099/100)	Registered Sites – Places assessed as meeting Section 5 of the <i>Aboriginal Heritage Act 1972</i> . Lodged – Information received in relation to a place, but an assessment was not completed to determine if it met section 5 of the <i>Aboriginal Heritage Act 1972</i> .	No registered site intersects with premises. ~ 700 m east
Geomorphic Wetlands (DBCA-019)	Multiple Use Category wetland.	~ 1,000 m south on the edge of the General Industry zone.

4.4 Meteorological conditions

The Perth metropolitan region experiences a Mediterranean type of climate with cool, wet winters and hot, dry summers, with most of the rain falling in the winter. The nearest Bureau of Meteorology (BoM) climate station, which records wind speed and direction is Jandakot (Site number: 009172), located approximately 8.6 km to the south of the premises.

The average maximum temperature (1972-2024) ranges from 18.1°C in July to 31.7°C in February. The average minimum temperature ranges from 7.1°C in July to 17.2°C in February (BoM, 2024). Most of the rainfall is received between April and October. Rainfall averages 805.7 mm per year, and mean monthly rainfall varies from 9.9 mm in December to 173.4 mm in July.

Climate averages for the Jandakot station are shown in Figure 4.1.

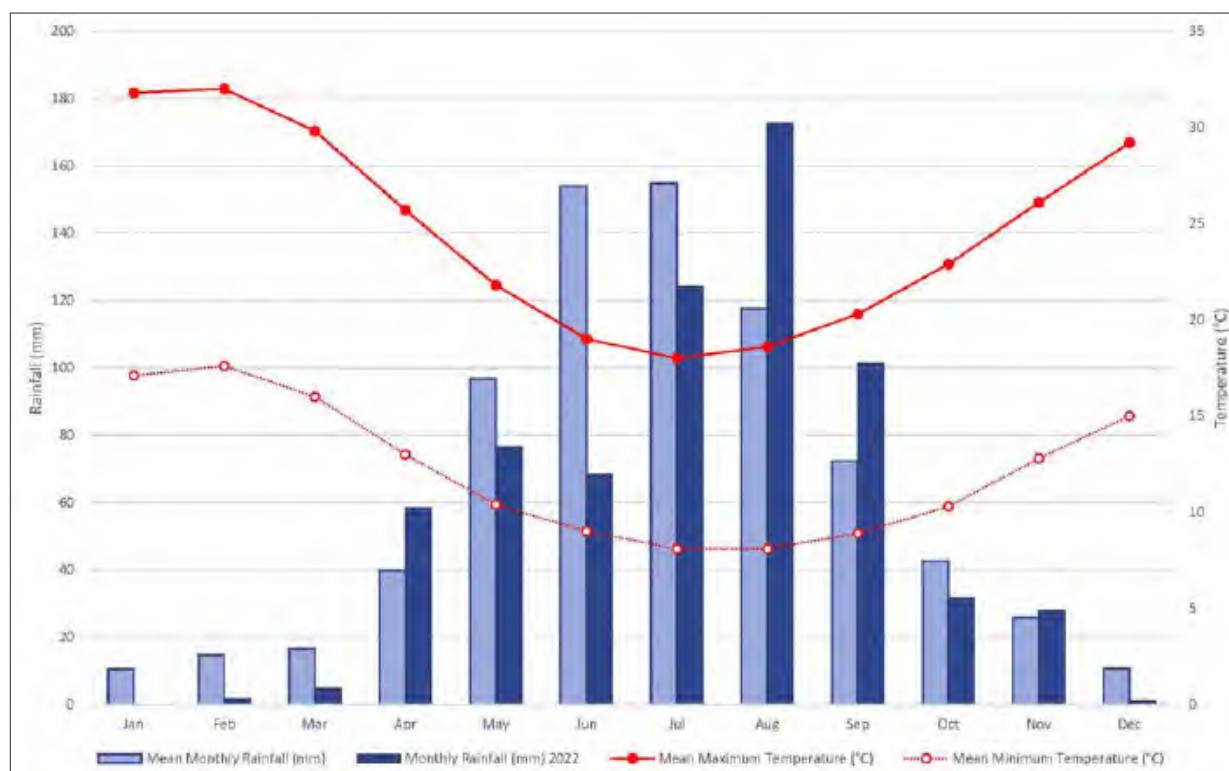


Figure 4.1 Climate averages for Perth (Station 009172)

5. References

- BoM. (2024, December). *Climate statistics for Australian locations*. Retrieved from Australian Government Bureau of Meteorology: http://www.bom.gov.au/climate/averages/tables/cw_009172.shtml
- City of Canning. (2024, August 5). *Town Planning Scheme No. 42*. Retrieved from City of Canning: <https://cdn.canning.wa.gov.au/media/txrp1rzm/local-planning-scheme-42-june-2024.pdf>

6. Limitations

Scope of services

This report (“the report”) has been prepared by JBS&G in accordance with the scope of services set out in the contract, or as otherwise agreed, between the Client and JBS&G. In some circumstances, a range of factors such as time, budget, access and/or site disturbance constraints may have limited the scope of services. This report is strictly limited to the matters stated in it and is not to be read as extending, by implication, to any other matter in connection with the matters addressed in it.

Reliance on data

In preparing the report, JBS&G has relied upon data and other information provided by the Client and other individuals and organisations, most of which are referred to in the report (“the data”). Except as otherwise expressly stated in the report, JBS&G has not verified the accuracy or completeness of the data. To the extent that the statements, opinions, facts, information, conclusions and/or recommendations in the report (“conclusions”) are based in whole or part on the data, those conclusions are contingent upon the accuracy and completeness of the data. JBS&G has also not attempted to determine whether any material matter has been omitted from the data. JBS&G will not be liable in relation to incorrect conclusions should any data, information or condition be incorrect or have been concealed, withheld, misrepresented or otherwise not fully disclosed to JBS&G. The making of any assumption does not imply that JBS&G has made any enquiry to verify the correctness of that assumption.

The report is based on conditions encountered and information received at the time of preparation of this report or the time that site investigations were carried out. JBS&G disclaims responsibility for any changes that may have occurred after this time. This report and any legal issues arising from it are governed by and construed in accordance with the law as at the date of this report.

Environmental conclusions

Within the limitations imposed by the scope of services, the preparation of this report has been undertaken and performed in a professional manner, in accordance with generally accepted environmental consulting practices. No other warranty, whether express or implied, is made, including to any third parties, and no liability will be accepted for use or interpretation of this report by any third party.

The advice herein relates only to this project and all results conclusions and recommendations made should be reviewed by a competent person with experience in environmental investigations, before being used for any other purpose.

JBS&G accepts no liability for use or interpretation by any person or body other than the client who commissioned the works. This report should not be reproduced without prior approval by the client, or amended in any way without prior approval by JBS&G or reproduced other than in full, including all attachments as originally provided to the client by JBS&G.

Attachments

Attachment 1A: Proof of occupancy



Lease

Approved form 2017-82730 Reg 3 of the Transfer of Land Regulations 2004

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.



Jurisdiction

State of Western Australia

Legislation

Transfer of Land Act 1893

Lodging party details

Name

Address

Issuing box

Phone

Fax

Email

Reference

Preparer details

Name

Phone

Reference

Land / Interest

Title(volume-folio)	Extent	Land description	Interest
1589-88	Part	LOT 165 ON PLAN 13436	FEE SIMPLE

Lessor(s)

CENTURIA PROPERTY FUNDS NO. 2 LIMITED (ABN 38133363185 ACN 133363185) OF LEVEL 41 CHIFLEY TOWER 2 CHIFLEY SQUARE SYDNEY NSW 2000

Lessee(s)

ICD SUPERALLOYS AUSTRALIA PTY LTD (ACN 675181987) OF LEVEL 4 35-37 HAVELOCK STREET WEST PERTH WA 6005

Terms and conditions

Commencement 01/03/2024
Duration 10 years 0 months 0 days
Option to renew Yes
Additional terms and conditions 1 further term of 5 years

Table of Contents

Clause	Page
1. Exclusion of statutory provisions.....	5
2. Definitions	5
3. Lease of Premises	10
4. Rent and review of rent	10
5. Outgoings and services.....	12
6. Damage or destruction of premises	13
7. Use and signage	14
8. Repairs, maintenance and compliance with laws	15
9. Alterations to the premises	17
10. Insurances.....	17
11. Indemnities and release	18
12. Transfer and other dealings	19
13. Make good obligations of tenant	20
14. Acknowledgements by tenant	21
15. Landlord's covenants	22
16. Landlord's rights	23
17. Default by the tenant	25
18. Rules	26
19. Not used	26
20. Bank guarantee	26
21. Option to renew	27
22. Measurement of lettable area	28
23. Goods and services tax	28
24. Energy efficiency and compliance with the BEED Act	29
25. General.....	32
26. Costs and interest	33
27. Limitation of liability	34
28. Guarantee and indemnity	36
29. Access.....	38
30. Condition report.....	38
31. Incentive	38
SCHEDULE 1 Rules	40
SCHEDULE 2 Plan of Premises	43



This Lease is made on

Reference Schedule

Between

- 1)

CENTURIA PROPERTY FUNDS NO. 2 LIMITED ACN 133 363 185 of Level 41, Chifley Tower, 2 Chifley Square, Sydney NSW 2000, as custodian for Centuria Investment Management (CIP) Pty Ltd ACN 649 072 659 as trustee for CIP Sub Trust No. 2 ABN 13 424 482 559 (**Landlord**).

Notice Details: c/- Centuria Property Funds Limited, Level 41, Chifley Tower, 2 Chifley Square, Sydney NSW 2000.

Contact Details: The Property Manager. Email: Lease.Admin@centuria.com.au
- 2)

ICD Superalloys Australia Pty Ltd ACN 675 181 987 of Level 4, 35-37 Havelock Street, West Perth WA 6005 (**Tenant**).

Notice details: Units 7-15 Vantage Park, Coborn Avenue, Sheffield, S9 1DA.

Contact details: [Redacted] [Redacted]
- 3)

ICD Europe Ltd of Units 7-15 Vantage Park, Coborn Avenue, Sheffield, S9 1DA (**Guarantor**).

Notice details: Units 7-15 Vantage Park, Coborn Avenue, Sheffield, S9 1DA .

Contact details: [Redacted] Email: [Redacted]

Item	Commercial Term	Detail
Item 1	Land (Clause 2)	The property known as 204-208 Bannister Road, Canning Vale, Western Australia, more particularly described at Lot 165 on Plan 13436 and being the whole of the land in certificate of title volume 1589 folio 88.
Item 2	Premises (Clause 2)	The part of the Land known as Warehouse B with the office and warehouse areas having an area of approximately 3,536.1 square metres as identified in the plans annexed at Schedule 2 and including the car parking and hardstand areas within the area bounded in blue on the plan labelled 'Site Plan' at Schedule 2.
Item 3	Term	10 years.
Item 4	Commencing Date	1 March 2024
Item 5	Terminating Date	28 February 2034



Item	Commercial Term	Detail
Item 6	Rent (Clause 4)	██████████ per annum plus GST as varied in accordance with clause 4.3.
Item 7A	Market Rent Review Dates (Clause 4.4)	On the 5th anniversary of the Commencing Date (being 1 March 2029) and the commencement date of the Option Term.
Item 7B	Percentage Increase Rent Review Dates and Percentage (Clause 4.5)	On each anniversary of the Commencing Date during the Term (except the 5th anniversary which is a Market Rent Review Date) and the Option Term: Percentage: 4%.
Item 8	Permitted Use (Clause 7)	Steel/metals processing workshop, subject to approval by the relevant Authority.
Item 9	Outgoings Year	Means the 12 month period ending 30th June in each year of the term (or such other date selected by the Landlord and notified to the Tenant from time to time).
Item 10	Public Liability Insurance (Clause 10.1)	Amount: ██ Requirements: The public liability insurance must: - not have a limit on the number of claims and not be limited in the aggregate; - note the interests of the Landlord; and - extend to cover the liability of the Tenant to the Landlord under clause 11 of this Lease.
Item 11	Not used	Not used
Item 12	Bank Guarantee (Clause 20)	An amount equal to 9 months' Rent and the Tenant's Proportion of Outgoings plus GST, being ██████████ at the Commencing Date.
Item 13	Option Term (Clause 21)	Further term: 1 further term of 5 years. Exercise window: The period commencing on the date that is 12 months prior to the Terminating Date and ending on the date that is 9 months prior to the Terminating Date (inclusive of those dates).
Item 14	Tenant's Proportion (Clause 5.1)	28.56%.



Item	Commercial Term	Detail
Item 15	Special Conditions	The parties confirm, acknowledge and agree that the following special conditions form part of this Lease and shall prevail to the extent of any inconsistency with the operative provisions of this Lease. 1. The Landlord confirms that the Premises comprises the building specifications contained in SCHEDULE 3. 2. The Landlord warrants that the Premises is connected to mains water. 3. The Landlord has been advised by Western Power that installation of the electrical transformer on the Land to enable the connection of mains power to the Premises is scheduled to occur on 15 April 2024. The Landlord confirms that following connection of the Premises to mains power, the Premises will be supplied with 630 amps. The Landlord agrees to provide the Tenant with supplementary power via generators from the Commencing Date until the date that mains power becomes available at the Premises. 4. The Landlord estimates that at the Commencing Date, the Outgoings payable by the Tenant will be [REDACTED] per square metre per annum (plus GST). Until the actual Outgoings budget is finalised by the Landlord, the Tenant shall, from the Commencing Date, be required to pay Outgoings calculated on an annual amount of [REDACTED] per annum plus GST.





Operative Provisions

1. Exclusion of statutory provisions

To the extent permitted by law, any covenants, powers and provisions implied in leases by virtue of any law are expressly excluded.

2. Definitions

2.1 Definitions

In this Lease (unless the contrary intention appears):

Authority includes any government, semi-government, statutory, public or other authority or body.

Bank Guarantee means an unconditional and irrevocable undertaking (or any replacement or addition to it under clause 20) by an Australian authorised deposit taking institution within the meaning of the Banking Act 1959 (Cth) acceptable to the Landlord (acting reasonably) which:

- (a) requires payment on demand of the amount in Item 12;
- (b) is in favour of the Landlord;
- (c) has no expiry date or has an expiry date that is at least 12 months after the expiry date of the Term; and
- (d) is otherwise in a form and on terms acceptable to the Landlord (acting reasonably).

BEEC means a building energy efficiency certificate issued in accordance with section 13 of the BEED Act.

BEED Act means the *Building Energy Efficiency Disclosure Act 2010* (Cth).

Building means the building or buildings and other improvements erected or to be erected on the Land from time to time together with any extensions, modifications or alterations.

Condition Report means the photographic report prepared by the Landlord to evidence the condition of the Premises and the Landlord's Property as at the Commencing Date and initialled by both the Landlord and the Tenant for identification purposes. For the avoidance of doubt, the Condition Report must include the items that the Tenant is required to Make Good.

Contamination means the presence in, on or under the Premises or the Land of a substance at a concentration above the concentration at which the substance is normally present in, on or under land in the same locality as determined by the relevant Authority guidelines, being a presence that presents or is likely to present a risk of harm to human health or any other aspect of the environment as determined by the relevant Authority guidelines.

Common Area means those parts of the Land and/or Building designated by the Landlord from time to time to be used for common use by the Tenant and other occupants, their employees, customers, contractors and agents, and the public.

CPI means:

- (a) the Consumer Price Index (All Groups) for Perth published from time to time by the Australian Bureau of Statistics; or
- (b) if the Consumer Price Index is suspended or discontinued, the price index substituted by the Australian Bureau of Statistics or if no price index is substituted, the index which the President decides most closely reflects changes in the cost of living.

CPI Review Date means each of the dates specified in Item 7B when the Rent is to be reviewed in accordance with clause 4.6.

Energy and Water Records means records of water and energy consumption and efficiency and information on working environment conditions, required by the Landlord, and includes information on:

- (a) tenancy lighting sufficient to allow measurement of the performance of the currently installed lighting system against best practice, including provision of accurate "as built" drawings of the light switching circuits and zone controls;
- (b) energy consumption;
- (c) water consumption;
- (d) waste management;
- (e) the indoor working environment quality; and
- (f) hours of occupation outside of normal Business Hours.

Energy and Water Targets means the performance targets of the Premises and Building monitored by the building management system, Tenant and Landlord, being (for Standard Operating Schedules):

- (a) energy:
 - (i) XXXXXkWh per annum for HVAC energy (in the office component)
 - (ii) XXXXXkWh per annum for internal lighting energy (in the office component)
 - (iii) XXXXXkWh per annum for internal lighting energy (in the warehouse component)
 - (iv) XXXXXkWh per annum for external lighting energy
 - (v) XXXXXkWh per annum for domestic hot water
 - (vi) XXXXXkWh per annum of solar PV generation (XXkW solar system)
 - (vii) XXXXXkWh per annum for office lift
- (b) potable water:
 - (i) XXXXkL per annum (or X.XXL/m2 per annum) **[L&R note - details to be provided]**

GST Law has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), or, if that Act does not exist, means any Act imposing or relating to the

imposition or administration of a goods and services tax in Australia and any regulation made under that Act.

Item means an item in the Reference Schedule.

Landlord means the landlord referred to in the Reference Schedule of this Lease and its successors and assigns, and where the context permits the manager, employees and agents of the Landlord.

Landlord's Property means any property within the Premises which is owned or under the control of the Landlord including any plant, furnishings, fittings and fixtures provided by the Landlord in the Premises from time to time but excluding Tenant's Property.

Lease means this lease.

Lettable Area means the relevant area measured in accordance with the "Gross Lettable Area" method of measurement determined in accordance with the PCA Method of Measurement March 1997.

Licensed Air Conditioning Contractor means a contractor who is licensed by the Australian Refrigeration Council on behalf of the Department of Sustainability, Environment, Water, Population and Communities to work with air conditioning equipment.

Make Good means at the election of the Landlord:

- (a) the reinstatement of the Premises (to the Landlord's satisfaction) back to its original condition as evidenced by the Condition Report;
- (b) cleaning of the interior of the Premises and any other areas used by the Tenant pursuant to this Lease or any other documentation by washing down, steam cleaning or any other appropriate method required by the Landlord;
- (c) painting or otherwise decorating (including workmanlike preparation) with 2 coats of good quality paint or other appropriate decorative material all painted surfaces within the Premises only and re-priming where coated surfaces have been damaged or broken down;
- (d) replacing all ceiling tiles (subject to fair wear and tear);
- (e) replacing all floor coverings with equivalent quality coverings in colours reasonably acceptable to the Landlord;
- (f) re-tube all lighting and/or replace lighting and ensure all high bay and office LED lighting is in working order;
- (g) removing all of the Tenant's Property and all signage whether installed by the Tenant or Landlord (on behalf of the Tenant) and, if required by the Landlord, removing all fitout and new or existing racking (including racking bolts) and window coverings regardless of who owns the fitout and such of the Landlord's Property as the Landlord nominates;
- (h) promptly rectify any damage caused to the Premises or the Building by the Tenant or the during the course of or as a result of the Make Good;
- (i) for all slab penetrations made by or on behalf of the Tenant, core drill all bolts and fill with an epoxy resin and make level;
- (j) remediate any Contamination which occurs in contravention of clause 8.5(a) in accordance with clause 8.5(b); and

- (k) the Tenant must (at the Tenant's cost):
- (i) commission an air conditioning report from a Licensed Air Conditioning Contractor which must evaluate the state of repair and condition of the air-conditioning units servicing the Premises and the related outdoor condenser and certify the air-conditioning is operational and functional; and
 - (ii) commission a report on the roller shutter doors by an appropriately qualified contractor which must evaluate the state of repair and condition of the roller doors servicing the Premises and certify the roller doors are operational and functional,

(Reports)

- (iii) undertake any works to ensure the air conditioning units and roller shutter doors in the Premises are operational and function,

notwithstanding the above, this definition expressly excludes:

- (l) the reinstatement of any part of the Premises which have been damaged or destroyed, except where such damage was caused or contributed to by the Tenant's act, negligence or default;
- (m) works of a structural nature, except as required to remove or make good any alterations, fixtures or fittings installed by or on behalf of the Tenant or the Tenant's failure to comply with this Lease; and
- (n) the replacement of any major capital components of the Landlord's Property except where such item requires replacement due to the Tenant's negligence or default.

Option Exercise Window means the period set out as the exercise window in Item 13.

Option Terms means the further term or further terms set out in Item 13.

Outgoings means all outgoings, costs, expenses and charges (reasonably and properly incurred by the Landlord) properly assessed or assessable, charged or chargeable, paid or payable or otherwise incurred upon or in respect of owning, managing, supervising, maintaining and keeping secure the Building, the Land, and the Common Area and excluding costs of a capital or structural expenditure nature, income tax or capital gains tax, any costs otherwise directly recoverable from the Tenant or other Tenants in the Building, any commissions or incentives for an Outgoings Year, any contributions to any reserve or sinking fund and any other costs which are prohibited from being recovered from the Tenant under law. The Landlord may only recover any land tax and metropolitan region improvement tax, on a single ownership basis.

Outgoings Year has the meaning given in Item 9.

Percentage Increase Review Date means each of the dates specified in Item 7B when the Rent is to be reviewed in accordance with clause 4.5.

Permitted Use means the use of the Premises identified in Item 8.

Premises means the premises described in Item 2 as well as the Landlord's Property and the pipes and connections to all services and supplies from the point where they enter the Premises.

President means the president for the time being of the Australian Property Institute (Inc) Division for the State or Territory in which the Premises is located.

Relevant Agreements means any documentation entered into by the parties ancillary to or in association with this Lease.

Rent has the meaning given to it in Item 6.

Rent Review Dates has the meaning given to it in Items 7A and 7B.

Standard Operating Schedules means:

- (a) in relation to the office component of the Premises, the standard hours of operation (being 8am-6pm) from Table 28 of the 'Energy Consumption and Greenhouse Gas Emissions Calculation Guide - September 2019', developed by the Green Building Council of Australia; and
- (b) in relation to the warehouse forming part of the Premises, the standard hours of operation (being 5am-11pm) from Table 47 of the 'Energy Consumption and Greenhouse Gas Emissions Calculation Guide - September 2019', developed by the Green Building Council of Australia.

State or Territory means a State or Territory of Australia.

Tenant means the tenant referred to in the Reference Schedule of this Lease and the successors and permitted assigns of the Tenant (and where an individual, the Tenant's legal personal representatives) and where the context permits, the employees, invitees, licensees, contractors, sub-tenants and agents of the Tenant.

Tenant's Property means any property the Tenant owns, hires or leases (except from the Landlord) within the Building or Premises (including any plant, furnishings, fittings or fixtures, tenant area exit lighting and any Tenant infrastructure such as satellite dishes and cabling).

Tenant's Proportion in respect of the Outgoings means the proportion expressed as a percentage, which the Lettable Area of the Premises bears to the Lettable Area of the Building from time to time or such other proportion determined by the Landlord which is fair and reasonable and calculated based on normal property management principles and is at the Commencing Date the percentage noted in Item 14.

Term means the period from and including the Commencement Date to and including the Terminating Date (or any earlier date on which this Lease ends).

2.2 Interpretation

In this Lease unless the contrary intention appears:

- (a) a reference in this Lease to 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 (including sections in any such document) occurring at any time before or after the date of this Lease;
- (c) the word "person" includes a firm, a body corporate, an unincorporated association or an Authority;
- (d) 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;

- (e) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally; and
- (f) terms referred to in the Reference Schedule of this Lease are so defined for the purpose of this Lease.

2.3 Severability

If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this document, but the rest of this document is not affected.

3. Lease of Premises

The Landlord leases the Premises to the Tenant and the Tenant takes the Premises for the Term, with the right (in common with the Landlord and other occupiers of the Land) to use the Common Area for its intended purpose, beginning on the Commencing Date and ending on the Terminating Date on the terms and subject to the reservations set out in this Lease.

4. Rent and review of rent

4.1 Tenant's Obligations to Pay Rent

The Tenant must (without demand) pay the Rent and all other charges payable under this Lease free of any deductions, counter claims, or set-off (whether arising at law or in equity) by:

- (a) direct debit to the bank account nominated by the Landlord from time to time in writing unless otherwise directed by the Landlord; and
- (b) equal monthly instalments in advance on the first day of each month from the Commencing Date.

4.2 Calculation of Rent for a Part of a Month

If the Commencing Date is not the first day of a month, the Tenant must pay proportional Rent for the first and last months of the Term calculated on a daily basis by dividing the annual Rent at that time by 365.

4.3 Landlord's Right to Review Rent

The Rent may be reviewed by the Landlord in accordance with clauses 4.4, 4.5, 4.6 or 4.7 as applicable.

4.4 Rent Review – Current Market Rent

- (a) The Rent payable under this Lease (and any renewal) will be reviewed by the Landlord on each of the relevant Market Rent Review Dates specified in Item 7A and shall be the higher of:
 - (i) such amount as the Landlord considers is the current market rent for the Premises as at each such Rent Review Date and notified to the Tenant in writing within the period 6 months before and 12 months after the relevant Market Rent Review Date; and

- (ii) the Rent increased by the Percentage shown in Item 7B as though the Market Rent Review Date was a Percentage Increase Review Date.
- (b) Within a period of 21 days after service of the said notice (which may take place after the relevant Market Review Date) on the Tenant, the Tenant may by notice in writing to the Landlord dispute that the amount set out in the said notice is the current market rent of the Premises at such Rent Review Date.
- (c) Unless such notice of dispute is served on the Landlord within 21 days of service of the said notice by the Landlord (in which regard time shall be of the essence), the amount stated in the said notice by the Landlord shall become the rent reserved by this Lease as and from the relevant Rent Review Date.
- (d) If the Tenant serves a notice of dispute in accordance with clause 4.4(b) and if the parties cannot agree on the current market rent within a further 21 days after service of the said notice of dispute, then and in such event the current market rent must be determined on a final and binding basis by a qualified valuer of the Australian Property Institute (Inc) Division of the State or Territory in which the Premises is located agreed upon by the Landlord and Tenant (with costs of the valuer to be shared equally) and failing agreement a valuer appointed by the President on the application of either the Landlord or the Tenant and whose costs shall be shared equally and whose decision shall be final and binding on the parties.
- (e) Despite anything to the contrary, no determination of the annual rent pursuant to this clause 4.4 shall operate to reduce the rent payable below the annual rent payable by the Tenant in the 12 months immediately prior to the relevant Rent Review Date to the intent that the rent from and including the relevant Rent Review Date will be the higher of:
 - (i) the annual rent immediately before the relevant Rent Review Date; and
 - (ii) the amount determined pursuant to this clause 4.4.
- (f) The expression "current market rent" means the current annual market rent that can be reasonably obtained for the Premises and shall be determined having regard to the following criteria:
 - (i) that the Premises are available for leasing for a term equal to the Term and any option for renewal;
 - (ii) the terms and conditions contained in this Lease;
 - (iii) without taking into account any rent free periods, financial contributions, allowances or inducements (whether in cash or kind) or other concessions given to tenants at comparable premises; and
 - (iv) the Permitted Use.

4.5 Rent Review – Percentage Increase

The Rent will be increased on each Percentage Increase Review Date in Item 7B by the Percentage shown in Item 7B.

4.6 Rent Review - CPI Review

Where Item 7B specifies that the Rent is to be reviewed to CPI, then on each of the dates of commencement of those years specified in Item 7B (each referred to as a CPI Review Date), the Rent must be reviewed in accordance with the following formula:

$$R = \frac{A \times B}{C}$$

where:

R = the Rent applicable from the relevant CPI Review Date;

A = the Rent payable immediately before the relevant CPI Review Date;

B = the CPI last published before the relevant CPI Review Date; and

C = the CPI last published 12 months before the relevant CPI Review Date.

4.7 Rent Review - Comparative CPI increase

If Item 7B specifies 'Greater of CPI and x%' for a particular Rent Review Date, then the Rent is increased on that Rent Review Date by the greater of:

- (c) the Rent increased by the fixed percentage specified at Item 7B for the relevant Rent Review Date as if the Review Date were a Percentage Increase Review Date; and
- (d) the Rent reviewed in accordance with clause 4.6 as if the Review Date were a CPI Review Date.

5. Outgoings and services

5.1 Tenant Must Pay Outgoings

The Tenant must from the Commencing Date pay to the Landlord the Tenant's Proportion of Outgoings or reimburse the Landlord for any Outgoings the Landlord may pay for an amount equal to the Tenant's Proportion.

5.2 Tenant Must Pay for Services

The Tenant must from the Commencing Date pay charges when due for all services provided by the Landlord and by Authorities to the Premises including gas, electricity, water usage, air conditioning, garbage, telecommunications and trade waste removal, roller shutter door maintenance, air-conditioning maintenance, pest control and other charges directly attributable to the Premises and the costs of all services provided at the request of the Tenant to the Land, Building or Premises. Where any services are supplied by the Landlord to the Tenant under this clause 5.2, the Tenant is required to pay the Landlord the amount which the supplier or Authority of that service would have charged to supply that service direct to the Tenant.

5.3 Cleaning Services

The Landlord does not intend to provide a cleaning service for the Premises and the Tenant must keep the Premises clean. If the Tenant has failed to keep the Premises clean, to the Landlord's satisfaction (acting reasonably) and the Landlord subsequently elects to provide

a cleaning service for the Premises, the Tenant must pay the monthly cleaning charge with the Rent.

5.4 Outgoings Estimate

Despite anything to the contrary, from time to time the Landlord may notify the Tenant of the Landlord's reasonable estimate of the Tenant's Proportion of Outgoings for any period not exceeding one year in advance of the estimate and the Tenant must pay to the Landlord during such period such estimated proportion by equal monthly instalments in advance on the days fixed for payment of Rent.

5.5 Outgoings Adjustment

When the Outgoings at the end of the then current year have been calculated and an audited statement provided by the Landlord to the Tenant, any necessary adjustment between the estimated and actual amount of the Tenant's Proportion of Outgoings shall be made and any further payment owing by the Tenant shall be made within 14 days of request and any overpayment by the Tenant will be credited towards future Outgoings payable by the Tenant or refunded where this Lease has ended.

6. Damage or destruction of premises

6.1 Consequences of Damage

(a) If the Premises or any part of them are damaged so that the Premises are substantially unfit for the occupation and use of the Tenant or (having regard to the nature and location of the Premises and the normal means of access) are substantially inaccessible, then, until either:

- (i) the Premises or the relevant part of them have been restored or made fit for the occupation and use of the Tenant or are accessible (as appropriate); or
- (ii) the date this Lease is terminated,

the Rent or a proportionate part of the Rent according to the nature and extent of the damage sustained will abate.

(b) Unless the Landlord notifies the Tenant within six (6) months after that damage occurs that it intends to reinstate the Premises or make the Premises fit for occupation and use or accessible (as appropriate), this Lease may be terminated by not less than one month's notice by either party.

(c) If the Landlord notifies the Tenant of its intention to make good the damage under clause 6.1(b) and:

- (i) after that, does not do so within a reasonable time (having regard to the nature and extent of the damage and the time expected to commence and to carry out the necessary works) after allowing for all approvals from Authorities, the Tenant may notify the Landlord of its intention to terminate this Lease; and
- (ii) unless the Landlord, after receiving that notice, proceeds with reasonable expedition and diligence to commence or carry out the necessary works, the Tenant may terminate this Lease by giving not less than one month's notice to the Landlord. At the end of that second notice this Lease will be at an end.

- (d) If, in the Landlord's opinion, it is impractical or undesirable to repair the damage, then the Landlord may terminate this Lease by giving not less than one month's notice to the Tenant.
- (e) If the Lease is terminated under this clause 6.1, then for the purposes of the Make Good of the Premises under clause 13, the Tenant shall only be required to remove the Tenant's Property and signage and rectify any damage caused to the Premises or the Building by the Tenant during the course of or as a result of the removal and only where it is safe to do so having regard to the extent or nature of the damage to the Premises.

6.2 Liability

Neither the Landlord nor the Tenant is liable to the other because of the termination of this Lease under this clause and that termination will be without prejudice to the rights of either party in respect of any preceding breach or non-observance of this Lease.

6.3 Total Destruction

If the Premises is totally destroyed, either party may terminate this lease by giving one month's notice to the other.

6.4 Tenant's Rights

The Tenant may not terminate this Lease and there will be no reduction in the Rent, under this clause 6 if:

- (a) the damage is caused or contributed to by; or
- (b) rights under an insurance policy in connection with the Premises or the Building are prejudiced or a policy is cancelled or payment of a premium or a claim is refused by the insurer because of,

the act, negligence or default of the Tenant.

7. Use and signage

7.1 Permitted Use

The Tenant must only use the Premises for the Permitted Use.

7.2 Restrictions Regarding the Permitted Use

The Tenant must not:

- (a) use or permit the Premises to be used as a shop or sleeping place (unless expressly permitted by the Permitted Use);
- (b) carry on any noxious or offensive act trade business occupation or calling other than what is reasonably necessary for, and incidental to, the Permitted Use;
- (c) other than what is reasonably necessary for, and incidental to, the Tenant's use of the Premises for the Permitted Use, do anything or use any plant or machinery or permit anything to be done which in the reasonable opinion of the Landlord through noise, odours, vibrations or otherwise is or may become a nuisance, annoyance, disturbance or a cause of damage to the Landlord or to other occupiers of the Land;

- (d) overload any relevant part of the Premises including the slab, the roof or (if applicable) the hardstand area;
- (e) adversely impact the façade of the Building or Premises or internal columns of the Building or Premises;
- (f) cause forklift damage to expansion joints;
- (g) carry out or procure the carrying out of any structural changes to the Premises or services to or in the Premises without the prior approval of the Landlord; or
- (h) permit any person to smoke in the Building or on the Land unless in a Landlord designated area.

7.3 Tenant's Signage Rights

The Tenant will not paint affix or place upon any part of the Premises (that is visible from outside the Premises) any sign, name, notice or other device or advertisement without the prior written consent of the Landlord (which will not be unreasonably withheld where such signs are in keeping with the standards in the Building relating to signage and the consent of any Authorities is first obtained). For the removal of any doubt, this clause applies even if the Premises includes the outside surface of any perimeter wall.

8. Repairs, maintenance and compliance with laws

8.1 Tenant's Obligations to Maintain and Repair

- (a) The Tenant must:
 - (i) except for fair wear and tear, keep and maintain the Premises in good repair and condition having regard to the state and condition of the Premises as at the Commencing Date;
 - (ii) comply with all laws and all legal requirements concerning its use and occupation of the Premises including in respect of work, health and safety, sprinklers, fire alarms, fire prevention equipment as well as any notices or orders which may be given by any Authority, but only to the extent required to be complied with by the Tenant pursuant to this Lease; and
 - (iii) install any fire protection and safety equipment required by applicable laws or by the Landlord's insurer for the Tenant to carry out the Permitted Use.
- (b) Notwithstanding any provision in this clause 8 to the contrary:
 - (i) the Tenant is not required to carry out any structural or capital repairs or replacements unless the need for that repair or replacement is caused by the Tenant's breach or negligence of this Lease; and
 - (ii) as soon as reasonably practicable upon becoming aware of any defect/s in the Building, notify the Landlord of the defect/s. The Tenant acknowledges that the defects liability period in respect of the construction of the Building expires on 30 November 2024 (**DLP Expiry Date**) and the Landlord agrees to report any defects notified by the Tenant to the Landlord

between the Commencing Date and the DLP Expiry Date to the Landlord's contractors and to procure remediation of those defects by the Landlord's contractors in accordance with the Landlord's building contract.

8.2 Landlord's Property

- (a) The Tenant must ensure that:
 - (i) the Landlord's Property is only used for its proper purpose and must maintain and keep it in good repair and condition having regard to its condition at the Commencing Date (or if this Lease is one of a sequence of leases, at the commencement of the first lease), and replace Landlord's Property where replacement is required as a result of the failure of the Tenant to comply with this clause; and
 - (ii) all fire sprinklers and prevention equipment comply with the standards prescribed or recommended by the relevant Authority beyond the level of compliance relevant for base buildings without fitout (which is the Landlord's responsibility).
- (b) The Landlord may elect to enter into maintenance agreements with contractors for the regular inspection, service, maintenance and repair (including the testing and inspection pursuant to the requirements of all relevant Authorities) of all such Landlord's Property consisting of plant including air-conditioning plant and fire-fighting and fire-prevention equipment, and to recover such costs through Outgoings.

8.3 Removal of Rubbish

The Tenant must keep the Premises clean and tidy and free of pests and vermin to the satisfaction of the Landlord and if a cleaning service is not engaged by the Landlord for the Premises engage a reputable contractor to supply garbage bins and regularly remove the garbage.

8.4 Tenant's Fire-fighting Equipment

The Tenant must ensure that any fire-fighting and fire-prevention equipment provided by the Tenant in the Premises is properly and regularly serviced and certified in accordance with the requirements of the relevant Authorities. The Landlord has the right to complete such servicing and certification at the reasonable cost of the Tenant should it choose to do so and so notify the Tenant.

8.5 Contamination

- (a) The Tenant must not do anything during the Term which will or may result in Contamination of the Premises or the Land.
- (b) If Contamination of the Premises or the Land occurs in contravention of clause 8.5(a) then the Tenant must immediately notify the Landlord and promptly remediate such Contamination to the satisfaction of the Landlord and any relevant Authorities in accordance with all relevant laws, requirements and standards.
- (c) If any Contamination which occurs in contravention of clause 8.5(a) is being remediated, or remains to be remediated, pursuant to clause 8.5(b) after the Terminating Date, the Tenant must continue to pay the Landlord a monthly licence fee equivalent to the Rent and Tenant's Proportion of Outgoings payable by the Tenant immediately before the Terminating Date until such remediation is complete

to the satisfaction of the Landlord. The Tenant must not use the Premises for any purpose other than for carrying out the remediation during this period.

- (d) The Tenant indemnifies the Landlord against all liability which the Landlord sustains as a result of, or in connection with, any Contamination of the Premises or the Land caused or contributed to by the Tenant.

9. Alterations to the premises

9.1 Approval by Landlord

The Tenant must not make any alterations or additions to the Premises without the Landlord's written consent (which will not be unreasonably withheld).

9.2 Conditions of Approval

If the Landlord gives approval, then unless the Landlord specifies otherwise in writing, the Tenant must remove such alterations or additions by the Terminating Date and reinstate the Premises to the condition prior to such alteration or addition.

9.3 Occupational Health and Safety

- (a) The Tenant has management and control over the Premises during the Term.
- (b) The Tenant must notify the Landlord of any risks to health and safety of persons using the Premises or the Landlord's Property upon becoming aware of the risks, and of any notifiable incidents (within the meaning of any applicable laws).
- (c) The Tenant must comply and must ensure its employees comply with any reasonable directions of the Landlord or any employee or contractor of the Landlord or any relevant authority with respect to induction into the Building and emergency training and drills, including providing the appropriate number of staff/members for such activities as may be required from time to time.

10. Insurances

10.1 Policies

The Tenant must maintain the following policies of insurance for:

- (a) public liability in respect of the Premises, any car parking spaces and other areas licensed or used by the Tenant, for an amount in respect of a single event of not less than the amount set out in Item 10 (or for such greater amount as the Landlord reasonably requires from time to time consistent with general good industry practice) and otherwise meeting the requirements set out in Item 10;
- (b) loss or damage to the Tenant's Property;
- (c) plate glass forming part of or within the Premises for its full replacement value; and
- (d) other insurances which are required by law or which, in the Landlord's reasonable opinion, a prudent Tenant would take out including those in connection with any Tenant's works on the Premises.

10.2 No Alterations

The Tenant must:

- (a) ensure all policies are placed with a reputable and solvent insurer and noting the interest of the Landlord and any mortgagee of the Land;
- (b) ensure all policies are on an occurrence and not claims-made basis;
- (c) notify the Landlord immediately if any such policy is cancelled or an event occurs which may allow a claim or affect rights under any policy; and
- (d) produce to the Landlord an appropriate certificate of currency before taking possession of the Premises, within 7 days of each the renewal date of the relevant insurances without demand from the Landlord, and otherwise upon request by the Landlord.

11. Indemnities and release

11.1 Tenant's Risk

The Tenant agrees to use and occupy the Premises during the Term at the Tenant's own risk.

11.2 Release

The Tenant releases the Landlord from liability or loss arising from any of the following:

- (a) damage, loss, injury or death;
- (b) anything the Landlord is permitted or required to do under this Lease;
- (c) the unavailability, interruption or malfunction of a service connected to the Premises, provided the Landlord uses all reasonable endeavours to reinstate such service as soon as practicable;
- (d) the Landlord's Property not working properly provided that the Landlord has used all reasonable endeavours to repair or replace the Landlord's Property when required under this Lease; and
- (e) the Landlord not undertaking any investigation, test, evaluation, monitoring, remediation, securing or managing any contamination or environmental matter concerning the Building or Land.

11.3 Indemnity

The Tenant indemnifies the Landlord from and against any liability, loss, damage, expense, costs or claim suffered or incurred by the Landlord or a third party whether by act, omission or neglect of the Tenant or the Tenant's contractors, sub-tenants, licensees, agents, employees or invitees, in respect of or arising from:

- (a) loss, damage or injury to property or person caused or contributed to by the act, omission, neglect or default of the Tenant; and
- (b) the Landlord doing anything the Tenant must do under this Lease but has not done following written notice from the Landlord.

11.4 Exceptions

The releases and indemnities under this clause 11 include any penalties, fines, insurance claim deductibles, legal and other costs incurred by the Landlord but do not apply to the extent that the loss, damage or injury was caused by the wilful act, omission or neglect of the Landlord, its employees or agents.

11.5 Mitigation of Loss

If the Tenant vacates the Premises prior to the expiration of the Term, or any event arises which entitles to the Landlord to recover damages against the Tenant under this Lease, the Landlord must take reasonable steps to mitigate the Landlord's loss.

12. Transfer and other dealings

12.1 Consent of Landlord

The Tenant may only transfer or assign this Lease, or sublet or licence or otherwise part with possession of the Premises, if before it does so:

- (a) it satisfies the Landlord (acting reasonably) that the proposed new tenant or sub-tenant is respectable and financially sound and of no less financial standing than the Tenant with experience in and a good reputation for conducting the business permitted by this Lease and the proposed new tenant or sub-tenant's use will not put undue pressure on the services of the Building including lifts or other tenants of the Building and its use or identity will not adversely impact the security of the Building;
- (b) in the case of a transfer, the proposed new tenant signs a deed relating to the transfer in a form reasonably required by the Landlord whereby the new tenant agrees to observe the terms of this Lease as if it was the original Tenant and the Tenant releases the Landlord from all claims which the Tenant may have against the Landlord;
- (c) in the case of a sublease, the proposed sub-tenant signs a deed in a form reasonably required by the Landlord whereby the sub-tenant agrees that it will not cause or contribute to a breach of this Lease by the Tenant and pays market rent or acknowledges that the rent paid is not market rent;
- (d) the proposed new tenant provides any security required by the Landlord;
- (e) any default by the Tenant has been remedied by the Tenant or waived in writing by the Landlord;
- (f) an appropriate form of transfer or sublease approved by the Landlord, is duly completed, executed and registered without cost to the Landlord; and
- (g) the Tenant pays the Landlord's reasonable legal and other costs in respect of any such consent.

12.2 Private Companies

If:

- (a) the Tenant is a company which is neither listed nor wholly owned by a company which is listed on the Australian Stock Exchange; and

- (b) there is a proposed change in the shareholding of the Tenant or its holding company from that existing as at the Commencing Date or when the Tenant acquired an interest in this Lease (whichever is the later) so that a different person or group of persons will control the composition of the board of directors or more than 50% of the shares giving a right to vote at general meetings,

then that proposed change in control is treated as a proposed transfer of this Lease and the person or group of persons acquiring control is treated as the proposed new tenant and clause 12.1(a), (e) and (g) apply.

12.3 Unit Trust

Without limiting the generality of the foregoing, where the Tenant is a trustee of a:

- (a) unit trust, any change in the legal or beneficial ownership of more than one half of the units in the trust; or
- (b) trust, any change in the identity of a beneficiary who is entitled directly or indirectly to more than one half of the corpus or profits of the trust,

will be deemed to be a change in the control of the Tenant and be treated as a proposed transfer of this Lease and the person or group of persons acquiring control is treated as the proposed new tenant and clause 12.1(a), (e) and (g) apply.

12.4 Charging

The Tenant may only create or allow to come into existence:

- (a) any security over the Tenant's interest in this Lease; or
- (b) a lease or security affecting the Tenant's Property excluding any fixed and floating charge entered into in the ordinary course of the Tenant's business,

with the Landlord's prior written approval (which may not be unreasonably withheld).

12.5 Waiver

The Landlord is not required to sign any waiver, consent or release that adversely impacts on its rights and entitlements under this Lease.

12.6 Release on Assignment

The Landlord agrees that the Tenant and the Guarantor will be released from its obligations under the provisions of this Lease upon an assignment of the Lease in accordance with clause 12.1 with effect from the date that is 12 months after the date of the assignment provided that the new tenant has not been in default under this Lease during the preceding 12 month period.

13. Make good obligations of tenant

13.1 Make Good

- (a) The Tenant must (unless otherwise required by the Landlord in writing) at its expense before (but not later than) the expiration or sooner termination of the Term Make Good the Premises and any other area the Tenant uses under licence under this Lease or a Relevant Agreement.

- (b) The parties may agree on a payment being made by the Tenant to the Landlord in lieu of the Tenant having to Make Good or completing part thereof.

13.2 Failure to Vacate

If the Tenant fails to remove from the Premises the Tenant's Property (including any fitout owned by the Tenant), before (but not later than) the expiry or sooner termination of this Lease, the Landlord may treat such property and fitout as if the Tenant had abandoned its interest in them and may elect to acquire title to such property (without any formal transfer or delivery) and deal with them in any way it sees fit at the Tenant's expense if the Tenant does not:

- (a) remove them in accordance with this clause or a notice given under it; or
- (b) remove them prior to the expiration or earlier termination of this Lease;

13.3 Indemnity

If the Tenant fails to comply with clauses 13.1 or 13.2:

- (a) the Tenant indemnifies the Landlord in respect of the cost of complying with clauses 13.1 and 13.2 including making good any damage to the Premises and until such time as the removal and making good required by clauses 13.1 and 13.2 has been completed by the Tenant or by the Landlord upon the Tenant's default so as to permit re-letting of the Premises; and
- (b) the Tenant must pay or allow to the Landlord by way of liquidated damages in relation to any such default, a sum equivalent to the Rent and Tenant's Proportion of Outgoings payable by the Tenant immediately prior to the expiration or termination of this Lease for the period until the Premises are made fit for re-letting.

14. Acknowledgements by tenant

The Tenant acknowledges and agrees that:

- (a) it occupies the Premises at its own risk and must not knowingly use the Premises in contravention of any law and accepts this Lease with full knowledge of and subject to any prohibitions or restrictions on the use of the Premises from time to time under any law or requirement of any Authority;
- (b) no promise, representation, warranty or undertaking has been given by or on behalf of the Landlord in respect of the use to which Premises may be put or to the suitability of the Premises or the Building for any business to be carried on;
- (c) subject to clause 14(d), the Landlord is exempted from any liability to the Tenant for financial loss or inconvenience, including for damages, abatement of Rent or for repudiation and the Tenant is not entitled to terminate this Lease, seek compensation or damages or stop or reduce payments under it because:
 - (i) any of the services supplying the Premises fails, is out of order or is not functioning properly or at all;
 - (ii) any such services are temporarily stopped or interrupted pending inspection, repair, maintenance or replacement; or
 - (iii) any Landlord's Property breaks down, or
 - (iv) a structural repair has not been carried out,

provided the Landlord has complied with its obligations in respect to the repair, maintenance and reinstatement of the same (as applicable) as required under this Lease;

- (d) the Landlord must take all reasonable steps to reinstate any such service or carry out such repair as soon as practicable after it becomes aware of the interruption or failure;
- (e) the Tenant accepts the Premises 'as is' with any existing fitout;
- (f) the Landlord does not expressly or impliedly warrant that the Premises are now or will remain suitable or adequate for all or any of the purposes of the Tenant and, subject to the law, all warranties (if any) as to the suitability and adequateness of the Premises are hereby expressly negated;
- (g) it must comply promptly with and observe all laws and the requirements of all Authorities with respect to the Premises as well as the business conducted at the Premises by the Tenant as well as with all directions of the Landlord that in the reasonable opinion of the Landlord are necessary to ensure compliance with such laws and requirements of Authorities;
- (h) it must immediately notify the Landlord if the Premises are damaged or any accident to or defect in any of the services connected to the Premises occurs or the Tenant receives any notice from any Authority;
- (i) it must participate in any fire, bomb threat or other emergency drill of which the Landlord gives notice including evacuating the Premises if informed of any such act or suspected events;
- (j) it must obtain, maintain and comply with at its cost, any consent or approval from any Authority necessary for its use of the Premises; and
- (k) the Tenant and the Tenant's employees and agents may use the Common Area for the purposes for which it is intended, subject to this Lease and the Rules set out in Schedule 1 (as varied from time to time).

15. Landlord's covenants

15.1 Quiet Possession

Subject to the Landlord's rights, while the Tenant complies with its obligations under this Lease, it may occupy the Premises during the Term without interference by the Landlord. Without limitation it is agreed that the Landlord shall have no responsibility for or be considered in breach of this clause as a result of the actions of third parties not on the Land.

15.2 Landlord Obligations

During the Term the Landlord must:

- (a) insure the Building with a responsible and reputable insurer for its reinstatement and replacement value;
- (b) pay all rates and taxes which are not payable directly to the relevant Authority by the Tenant or any other tenant;
- (c) except to the extent that it is the responsibility of the Tenant, keep the Premises structurally sound and maintain the Premises in good structural repair and

1515648058v17

condition having regard to their condition at the Commencing Date (or if this Lease is one of a sequence of leases, at the commencement of the first lease) and allowing for fair wear and tear; and

- (d) procure the consent of any mortgagee of the Land to this Lease, if required.

16. Landlord's rights

16.1 Landlord's Rights

Subject to clause 16.2, the Landlord (or any person having an estate or interest in the Premises superior to or concurrent with the Landlord) may with or without its agents or contractors enter the Premises to:

- (a) view the state of repair of the Premises;
- (b) remedy any breach of this Lease if the Tenant does not remedy the breach after receiving 14 days written notice of the breach;
- (c) fulfil its obligations under this Lease; or
- (d) carry out any repairs, alterations or additions, or other work which the Landlord considers necessary or desirable or as required by any Authority or following any damage to the Premises.

16.2 Notice and Disturbance

The Landlord must:

- (a) give reasonable prior notice (being not less than 24 hours) of the Landlord's intention to enter the Premises (except in the case of emergency);
- (b) use all reasonable endeavours to ensure any works carried out pursuant to clause 16.1 do not unduly interfere with the use of the Premises by the Tenant having regard to the nature of such works; and
- (c) notify the Tenant (if reasonably possible) of any proposed interruption to any service and reinstate the service as soon as practicable after such interruption has been remedied.

16.3 Variations

- (a) The Landlord may from time to time improve, vary, extend or reduce the Common Area or the Land or in any manner alter or deal with any part of the Building (other than the Premises) or the Land including changing the direction or flow of pedestrian or vehicular traffic.
- (b) The Tenant will execute any consent and not object to any development application lodged by the Landlord in connection with such improvement, variation, extension or deduction.
- (c) The Tenant will make no claim against the Landlord if the Landlord maintains reasonable access to the Premises and to the Common Area for the parking of any motor vehicles permitted to the Tenant and causes as little inconvenience to the Tenant as is practicable in the circumstances.

16.4 Subdivision of Land

1515648058v17

- (a) The Landlord may subdivide or consolidate the Land (or part of the Land) with other land (including under the strata titles or community title legislation) and, if necessary, carry out construction or demolition works on the Land or temporarily interrupt a service for that purpose if:
 - (i) after the subdivision or works, the Premises are substantially the same; and
 - (ii) this would not have a substantial adverse effect on the Tenant's rights under this Lease.
- (b) The Tenant will not object to and will execute any approval reasonably required as a result of such subdivision or consolidation and this Lease will be subject to all rights, reservations, terms and powers referred to in applicable strata legislation.

16.5 Easements

- (a) The Landlord may create easements or other rights over the Land, the Building or the Premises unless this would have a substantial adverse effect on the Tenant's business or substantially and permanently derogate from the Tenant's rights under this Lease.
- (b) The Tenant will not object to and will execute any consent reasonably required as a result of such easements or other rights.

16.6 Access for Services

The Landlord has the right to use the exterior walls and roof of the Premises and the Building as well as the right to uninterrupted passage of all pipes and cables passing through the Premises or under the Land and the running of all substances and services through them.

16.7 Purchasers

After giving reasonable prior notice to the Tenant, the Landlord may enter the Premises to show prospective purchasers through the Premises and display from the Premises a sign indicating that the Premises or the Building is for sale provided such sign does not obstruct any signs of the Tenant.

16.8 New Tenants

Unless the Tenant has exercised any option to renew this Lease, the Landlord may at all reasonable times inspect the Premises with prospective tenants or occupiers and the Tenant will allow the Landlord to exhibit a notice indicating that the Premises are offered for leasing provided such sign does not obstruct any signs of the Tenant.

16.9 Transfer of Land

- (a) If the Landlord deals with its interest in the Land so that another person becomes Landlord, the Landlord is released from its obligations under this Lease arising after it ceases to be Landlord.
- (b) If requested by the Landlord, the Tenant must at the Landlord's cost sign the documents that the other person reasonably requires to give a direct contractual relationship with the Tenant.
- (c) Any obligation owed by the Tenant to the Landlord which is due for performance before the Landlord ceases to be the Landlord (including any Rent or outgoing

adjustment) remains owing to the Landlord as at such time and is recoverable by the Landlord in its own name.

17. Default by the tenant

17.1 Default

The Tenant shall be in default of this Lease if:

- (a) any Rent or the Tenant's Proportion of Outgoings shall be unpaid and in arrears for 7 days after the same shall have become due after demand shall have been made for such moneys;
- (b) any other moneys payable by the Tenant to the Landlord shall not have been paid within 7 days of the due date for such moneys and within 7 days after service on the Tenant of a notice specifying the breach;
- (c) the Tenant shall fail to observe any of the other terms, covenants, conditions and restrictions contained on the part of the Tenant whether positive or negative within 14 days after service of written notice specifying the failure; or
- (d) the Tenant has an administrator, receiver or manager or liquidator appointed to it.

17.2 Termination by Landlord

If the Tenant is in default of this Lease, the Landlord may at its option (after giving prior notice where required by law):

- (a) re-enter and take possession of the Premises or any part (by force if necessary) and eject the Tenant and all other persons, in which event this Lease will be at an end; or
- (b) by notice to the Tenant terminate this Lease (and from the date of giving such notice this Lease will be at an end).

17.3 Essential Terms

The Tenant agrees that the following are essential terms of this Lease:

- (a) the covenant to pay Rent in accordance with clause 4.1;
- (b) the covenant to pay the Tenant's Proportion of Outgoings;
- (c) the covenant dealing with assignment, transfer and subletting;
- (d) the covenant relating to repair and maintenance; and
- (e) the obligation to provide the Bank Guarantee or replacement Bank Guarantee in accordance with clause 20.

17.4 Damages

If, as a consequence of any such default, the Landlord:

- (a) terminates this Lease by re-entry;
- (b) terminates this Lease by notice; or

(c) accepts the surrender of this Lease,

then the Landlord in addition to the remedies referred to in clauses 17.4(a), 17.4(b) and 17.4(c) and in addition to any other rights and remedies the Landlord may have or may have exercised, will be entitled to recover from the Tenant damages for all loss suffered because this Lease will not have run the whole of its term, such damages to include, but not to be limited to, the costs of recovery of possession, the costs of reinstating the Premises, the costs of re-letting and any loss occasioned arising out of any lapse of time before re-letting or any re-letting at a rent and upon terms not as advantageous to the Landlord as the terms of this Lease.

17.5 Landlord May Carry Out Works

If the Tenant shall fail to perform any covenant under this Lease on the part of the Tenant, the Landlord may (following prior reasonable notice to the Tenant) at its option as the agent of the Tenant make any such payment or do all such acts and things and incur such expenses as may be necessary to perform such covenants and the full amount of any payments made or expenses incurred shall constitute a liquidated debt due and owing by the Tenant to the Landlord.

18. Rules

18.1 Rules

The Tenant must observe and comply with the Rules contained in Schedule 1 (as from time to time varied, added to, deleted or amended).

18.2 Variations

The Landlord shall have the right at any time and from time to time to delete, vary, amend or add to the said Rules in respect of the management, safety and control of the Land, Building, and the Common Area or the conduct of occupants. The Tenant must observe and comply with such deletions, variations, amendments or additions following notice in writing from the Landlord.

18.3 Inconsistency

Despite the foregoing, no deletion, variation, amendment or additions to such Rules shall be inconsistent with the rights of the Tenant in this Lease.

18.4 Breach

The Tenant acknowledges and agrees that the failure of the Tenant to comply with any such Rules as may from time to time be in force shall constitute a breach of the terms of this Lease.

18.5 No Liability

The Landlord is not liable to the Tenant for any alleged loss or damage in respect of the failure to enforce any Rules.

19. Not used

20. Bank guarantee

20.1 Bank Guarantee

1515648058v17

The Tenant must deliver to the Landlord the Bank Guarantee with this executed Lease. If the Tenant is unable to provide the Landlord with the Bank Guarantee at the same time as execution of this Lease, the Tenant acknowledges and agrees that it must provide a cash deposit to the bank account notified by the Landlord prior to or on the Commencing Date for a period of 30 days, or until the Bank Guarantee is received by the Landlord (which may include an e-guarantee).

20.2 Claims

The Landlord shall be entitled (without notice to the Tenant) to immediately demand payment from the Bank following any breach by the Tenant of its obligations under this Lease (whether registered or not) or under any Relevant Agreement entered into on or about the same time as this Lease is entered into and shall be entitled to call upon payment of all or part and apply so much towards the satisfaction of any amounts or liabilities that may be payable or due to the Landlord as a result of any such breach and to hold any balance on account of any future loss suffered or damage incurred as a result of any breach or breaches.

20.3 Replacement

- (a) If moneys are paid under the Bank Guarantee, the Tenant must ensure that a replacement guarantee is promptly delivered to the Landlord within 45 days of demand from the Landlord, so that the amount of the Bank Guarantee held by the Landlord is for an amount equivalent to the sum of the number of months referred to in Item 12.
- (b) In addition to any replacement Bank Guarantee required by clause 20.3(a), the Landlord may request a replacement of the Bank Guarantee upon any Rent increase so that the amount of the Bank Guarantee held by the Landlord is for an amount equivalent to the sum of the number of months referred to in Item 12, which request may not be made on more than one (1) occasion during each three (3) year period during the Term.

20.4 Transfer of Ownership

If during the Term the Landlord transfers its ownership in the Premises and gives written notice to the Tenant requiring amendment or replacement of the Bank Guarantee to reflect the new landlord, then the Tenant must at the Tenant's cost comply with such notice within 21 days of service.

20.5 Return of Bank Guarantee

Subject to clause 20.2, the Landlord will return the Bank Guarantee to the Tenant 30 days after the date on which the Tenant has complied with all of its obligations under this Lease.

21. Option to renew

21.1 Offer to Renew

If the Tenant:

- (a) requires a renewed lease of the Premises for the Option Term; and
- (b) gives to the Landlord within the Option Exercise Window written notice that it requires a further lease for the Option Term,

then, if the Tenant is not in breach of this Lease:

- (c) at the expiration of the Term; or
- (d) at the date of giving of notice under clause 21.1(b),

the Landlord must grant, and the Tenant must accept (but at the expense of the Tenant) a new lease of the Premises for the Option Term.

21.2 Terms of New Lease

The new lease granted under clause 21.1 will be on the same terms and conditions as this Lease except that:

- (a) this clause 21 will not be included in the renewed lease (except where Item 13 contains more than one further term);
- (b) if Item 13 creates a right to more than one option to renew, Item 13 of the new lease will not include the first of those rights;
- (c) the rent payable at the commencement of the renewed lease until the first rent review will be the current market rent calculated and determined in accordance with clause 4.4;
- (d) the rental payable during the renewed lease will be subject to review in accordance with the provisions of clause 4.3 upon each Rent Review Date;
- (e) clause 30 (Condition report) will not be included in the new lease;
- (f) clause 31 (Incentive) will not be included in the new lease; and
- (g) there will be such alterations to the terms and conditions which are intended to be effective during the initial Term only or which necessarily arise if the Land or the Premises have been converted under strata or community titles legislation during the Term.

22. Measurement of lettable area

22.1 Recalculation

If there are changes or alterations or additions to the Premises or the Building or if any new or further buildings are created on the Land during the Term or any miscalculation has occurred, then the Landlord shall be entitled to recalculate:

- (a) the Lettable Area of the Premises and/or the Building, in accordance with the principles adopted by the Property Council of Australia Limited in the State or Territory in which the Premises is located having regard to the nature of the Premises; and
- (b) the Tenant's Proportion adopting the same formula used at the Commencing Date.

23. Goods and services tax

23.1 Acts

In this clause, capitalised expressions which are not defined in this Lease, but which have a defined meaning in the GST Law have the same meaning in this clause.

23.2 GST Not Included

All payments to be made by the recipient of a Taxable Supply under this Lease are calculated without regard to GST (unless expressly provided otherwise). If any such payment is for a Taxable Supply by the Landlord, the Tenant will pay to the Landlord concurrently with that payment an additional amount equal to the GST imposed on the Taxable Supply in question. If any such payment is for a Taxable Supply by the Tenant, the Landlord will pay to the Tenant concurrently with that payment an additional amount equal to the GST imposed on the Taxable Supply in question.

24. Energy efficiency and compliance with the BEED Act

24.1 Energy and Water Targets

- (a) The parties agree:
 - (i) that energy and water usage must be separately monitored by the Landlord;
 - (ii) the Landlord will also monitor electricity and water usage to prevent any additional consumption due to damaged infrastructure, and in the event that damages are identified, will liaise with the Tenant to rectify any such items at the earliest convenience of both parties; and
 - (iii) to use best endeavours to achieve the Energy and Water Targets for the Premises and/or the Building (including their structure, services, finishes, fixtures, fittings, furnishings, or plant and equipment).
- (b) Despite any other clause in this lease, the parties acknowledge and agree that:
 - (i) each quarter, once the Tenant has provided all data on energy and water usage to the Landlord, the Landlord will review and collate this data to monitor trends and tracking against the Energy and Water Targets;
 - (ii) where an authorized ongoing change in demand has resulted in a significant change in water or electricity consumption outside of the Energy and Water Targets, the targets may be adjusted by the Landlord, so as to be setting realistic targets for the next reporting period. The Landlord may approach a suitably qualified consultant to set suitable targets based on modelling, if such an update is required. Authorised reasons to adjust the targets are:
 - (A) changes to operational hours, and/or
 - (B) changes in total occupant numbers or in the spread of occupants across a day;
 - (iii) the Tenant is to confirm the validity of any such changes prior to the Landlord proceeding with any changes to Energy and Water Targets, and will confirm acceptance of the proposed changes in operational hours and/or occupancy with the Landlord prior to any such changes taking place in practice.



24.2 Landlord's Rights to Access Premises and Energy Records

Having regard to the Energy and Water Targets, the Tenant must (when requested by the Landlord):

- (a) provide the Landlord (on a quarterly basis following the Commencing Date) with:
 - (i) all Energy and Water Records for the Premises and/or the Building; and
 - (ii) any other such information (in any format the Landlord may reasonably require) which may assist the Landlord in achieving and/or maintaining its Energy and Water Targets;
- (b) periodically engage with the Landlord to:
 - (i) discuss performance of the Energy and Water Targets and identify what targets have been met and why targets may have been missed; and
 - (ii) endeavour to address any missed targets by either making operational adjustments or justification in the event of missed targets;
- (c) allow the Landlord and any other person authorised by the Landlord (including a qualified assessor) to access the Premises and/or the Tenant's Energy and Water Records to:
 - (i) collect data to measure the use of the resources of the Premises and/or the Building;
 - (ii) undertake quarterly reporting against the Energy and Water Targets and the Landlord agrees to provide the reports to the Tenant following each quarterly reporting period;
 - (iii) assess the energy efficiency of the Premises and/or the Building in order reach the Energy and Water Targets;
 - (iv) review the Tenant's operations to identify if any efficiencies could be undertaken to achieve the Energy and Water Targets; and/or
 - (v) assist the Landlord in achieving or maintaining the Energy and Water Targets (to the extent practicable), provided that the Landlord gives reasonable notice to the Tenant (of not less than 24 hours) of its intention to exercise its rights under this clause 24.2(b); and
- (d) not permit any act or omission in relation to the use of the Premises or the Building which may:
 - (i) result in the Landlord being in breach of the BEED Act or any other legislation, laws or regulations which relate to the Energy and Water Targets; or
 - (ii) adversely affect any energy efficiency rating for the Premises or the Building, including any rating specified in a BEEC.

In the event that Energy and Water Targets are not met during any quarterly reporting period, the Landlord and the Tenant must meet to compare actual Tenant operations against expected operations (only where they impact on electricity and water usage), and discuss whether any changes took place which could explain the discrepancy. Adjustments either to Tenant processes (whereby improved operational efficiencies would be expected to result in targets being achieved), repairs (whereby damaged systems are found to have

been responsible for changes in recorded consumption), or adjustment of targets (whereby an authorized ongoing change in demand has resulted in a significant change in water or electricity consumption outside of targets) will then be actioned collaboratively, so as to be setting realistic Energy and Water Targets for the next reporting period.

24.3 End of Life Waste Performance

- (a) The Tenant and the Landlord agree and acknowledge that:
- (i) they must use their best endeavours to prevent at least 90% (by weight) of Tenant fitout works being sent to landfill by recycling or reusing;
 - (ii) end-of-life make good practices must be undertaken in accordance with the "Better Buildings Partnership (BBP) Stripout Waste Guidelines";
 - (iii) the Tenant must procure a Resource Recovery Plan from a suitable demolition contractor prior to the expiry or earlier determination of this Lease, detailing access arrangements for contractors engaged to perform demolition works, an end-of-life plan for all unwanted Tenant equipment and materials, recovery targets for each item, demolition methodology, reporting requirements and listing required evidence. The Resource Recovery Plan must be approved by the Landlord prior to implementation;
 - (iv) unwanted furniture may be donated to any of the listed charities;
 - (v) unwanted materials may be taken to suitable resource recovery facilities, including to those listed in the BBP's Resource Recovery Facility Directory, in accordance with the listed Acceptance Criteria for each material type;
 - (vi) the Tenant's demolition contractor must report on actual recovery rates for all items (by weight), and provide a Final Waste Management Report directly to the Landlord upon completion of their scope of works. The Landlord will provide these results within their annual report, which will be shared with all tenants of the Building.
- (b) Without limiting clause 13.1, if the Landlord determines (in its absolute discretion) that any alterations to the Premises made by the Tenant, (or any part thereof), and expressly excluding the plant, machinery, equipment and the Tenant's personal items, can be recycled and used by a future occupier, the Landlord may direct to the Tenant that the Tenant's Property shall remain in the premises upon expiry of sooner determination of this Lease.

24.4 Landlord's Right to Utilise

The Landlord has the right to utilise the Land or Landlord's Property in any way it sees fit without interference from the Tenant for environmental sustainability purposes.

24.5 No claims

The Tenant may not:

- (a) withhold any payments due under this Lease;
- (b) terminate this Lease; or
- (c) make any claim against the Landlord for any cost, claim, damage, expense, liability or other loss,

as result of:

- (d) any failure of the Premises or Building to achieve the Energy and Water Targets at any time;
- (e) the exercise by the Landlord of its rights pursuant to clause 24.3; or
- (f) any event related to the matters detailed in this clause 24.

24.6 No claims by Landlord

The Landlord may not:

- (a) terminate this Lease; or
- (b) make any claim against the Tenant for any cost, claim, damage, expense, liability or other loss,

as result of any failure of the Premises or Building to achieve the Energy and Water Targets at any time.

25. General

25.1 Occupation of the Premises after Expiration of the Lease

If the Tenant continues to occupy the Premises after the expiry of this Lease with the Landlord's approval, it does so under a monthly tenancy:

- (a) which either party may terminate on one month's notice ending on any day and if the notice is given by the Tenant it must be accompanied by the Rent payment (calculated in accordance with clause 25.1(b)) and the Tenant's Proportion of Outgoings for the notice period;
- (b) at a rent which is one-twelfth of the Rent as increased by 10%; and
- (c) on the same terms and conditions as this Lease except for any necessary changes and those changes the Landlord requires as a condition of giving its approval to the holding over.

25.2 Form of Notice

A notice or other document given pursuant to this Lease must be:

- (a) in writing signed by the party giving it or by its director, manager, secretary or agent (notices sent by email are taken to be signed by the named sender); and
- (b) delivered at or posted by prepaid post to the address of the party as referred to in this Lease (as varied by any notice) or sent by facsimile transmission to that party or sent by email to the email address for a party given as the email address for the purposes of notices under this Lease.

25.3 Service of Notice

A notice or other document is taken to be served:

- (a) if delivered, on the date of delivery;
- (b) if posted, on the third day after posting; and

- (c) if sent by email on the first to occur of the sender receiving an automated message confirming delivery or 30 minutes after the time sent (as recorded on the device from which the sender sent the email), unless the sender received an automated message that the email has not been delivered.

25.4 Variations Must be in Writing

A provision of or a right created under this Lease may not be waived or varied except in writing signed by the party to be bound.

25.5 No Waiver

If the Landlord:

- (a) accepts Rent or other money under this Lease (before or after termination);
- (b) does not exercise or delays exercising any right under this Lease;
- (c) gives any concession to the Tenant; or
- (d) attempts to mitigate its loss,

it is not a waiver of any breach or of the Landlord's rights under this Lease. Any attempt by the Landlord to mitigate its loss is not deemed to be a surrender of this Lease.

25.6 No Loss of Rights

Expiry or termination of this Lease does not affect any rights in connection with a breach of this Lease before then or affect the Tenant's obligations to make payments under this Lease for periods before then.

25.7 Entire Agreement

Except for any agreement for lease or other Relevant Agreement entered into on or about the same time as this Lease, the Tenant acknowledges that this Lease contains the whole of the terms and conditions agreed between the parties and the Tenant acknowledges that it has relied only on its own enquiries in connection with this Lease and does not rely on any representation or warranty by the Landlord or any person acting or seeming to act on the Landlord's behalf except as contained in this Lease.

25.8 Lease is a Deed

This Lease is a deed even if it is not registered.

25.9 Calculation of Rent Reviews

In any calculation of Rent reviews pursuant to this Lease, all Rent concessions and other concessions must be ignored.

25.10 Landlord's Right to Remedy

After giving the Tenant reasonable notice, the Landlord may do anything which the Tenant should have done under this Lease but which it has not done or which the Landlord considers it has not done properly.

26. Costs and interest

26.1 Costs

1515648058v17

The Tenant must pay upon demand all of the Landlord's reasonable and proper legal costs and expenses relating to or in contemplation of the following:

- (a) all consents (excluding mortgagee's consent costs) (including legal fees) required for the grant of this Lease and of any surrender or other termination (otherwise than by effluxion of time);
- (b) any proposed dealing by the Tenant with the Lease (including any variation) regardless of whether the dealing proceeds;
- (c) any enforcement or attempted enforcement of this Lease by the Landlord including any proceedings to enforce;
- (d) any default including remedying the breach and/or termination of the Lease; and
- (e) works the Tenant carries out, including those incurred by the Landlord in considering, approving and supervising the works and those of modifying or varying the Building because of the works; and
- (f) registration fees.

26.2 Interest

The Tenant must pay interest to the Landlord on any amount payable under this Lease by the Tenant but unpaid for 7 days. The rate of interest will be equal to 3% per annum above the rate quoted on the date of demand by the Landlord's nominated banker on unsecured overdraft accommodation exceeding \$100,000.00, computed from the last of the days specified in this Lease that moneys are due until such payment is received by the Landlord and will be compounded monthly on the monthly date for payment of Rent and will be recoverable in the same way as arrears of Rent.

26.3 Lease costs

Each party will pay its own costs for the negotiation, preparation and execution of this Lease and any Relevant Agreement.

27. Limitation of liability

27.1 Definitions

In this clause 27:

- (a) **Custodian** means Centuria Property Funds No. 2 Limited ACN 133 363 185.
- (b) **Custodian Agreement** means the agreement under which the Custodian is appointed as custodian of the Fund.
- (c) **Custodian Liability** means any liability or obligation (of any kind including, without limitation, for negligence, in tort, in equity, or under statute) of the Custodian which arises in any way under or in connection with this Lease or its performance, or any representation, warranty, conduct, omission, agreement or transaction made under or in connection with this Lease or its performance.
- (d) **Fund** means CIP Sub Trust No. 2 ABN 13 424 482 559.

27.2 Purchaser's liability limited to Capacity

- (a) The Custodian enters into this Lease in its capacity as the custodian of the trustee of the Fund (custodian of the Fund) and in no other capacity.
- (b) The parties acknowledge that the Custodian incurs the Custodian Liabilities solely in its capacity as custodian of the Fund and agree that (to the maximum extent permitted by law) the Custodian will cease to have any Custodian Liability if the Custodian ceases for any reason to be custodian of the Fund.
- (c) A Custodian Liability may be enforced against the Custodian only to the extent to which:
 - (i) the Custodian is actually indemnified in respect of that Custodian Liability out of the property of the Fund (provided the Custodian has taken necessary steps to enforce its right of indemnity as custodian of the Fund); and
 - (ii) there is sufficient property held by the Custodian as custodian at the time, which is available to meet that indemnity (after all Fund assets have been allocated to meet the indemnity and any other valid claims).
- (d) Subject to clause 27.2(e) no person will be entitled to:
 - (i) claim from or commence proceedings against the Custodian in respect of any Custodian Liability in any capacity other than as custodian of the Fund;
 - (ii) enforce or seek to enforce any judgment in respect of any Custodian Liability against any property of the Custodian other than property held by the Custodian as custodian of the Fund;
 - (iii) take any steps to procure or support the appointment of a liquidator, administrator or any other similar office holder to the Custodian on the basis of a Custodian Liability, or prove in any liquidation, administration or arrangement of or affecting the Custodian; or
 - (iv) in respect of a Custodian Liability, appoint or take any steps to procure or support the appointment of a receiver or receiver and manager to any property of the Custodian, other than property which is held by it in its capacity as custodian of the Fund.
- (e) The restrictions in clauses 27.2(c) and 27.2(d) do not apply to any Custodian Liability to the extent to which there is, whether under the Custodian Agreement or by operation of law, a reduction in the extent of the Custodian's indemnification, or in respect of which the Custodian is not entitled to be indemnified, out of the property of the Fund, as a result of the Custodian's fraud, negligence or breach of trust.
- (f) Each other party to this Lease agrees that no act or omission of the Custodian (including any related failure to satisfy any Custodian Liabilities) will constitute fraud, negligence or breach of trust of the Custodian for the purposes of clause 27.2(e) to the extent to which the act or omission was caused or contributed to by any failure of that party to fulfil its obligations relating to the Custodian under this Lease or by any other act or omission of that other party.
- (g) No attorney, agent or other person appointed in accordance with this Lease (if any) has authority to act on behalf of the Custodian in a way which exposes the Custodian to any personal liability, and no act or omission of such a person will be considered fraud, negligence or breach of trust of the Custodian for the purposes of clause 27.2(e).

1515648058v17

- (h) This limitation of the Custodian's Liability applies despite any other provisions of this Lease and extends to all Custodian Liabilities of the Custodian in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Lease or its performance.
- (i) The Custodian is not obliged to do or refrain from doing anything under this Lease (including incur any liability) unless the Custodian's liability is limited in the same manner as set out in clauses 27.2(a) to 27.2(h).

28. Guarantee and indemnity

28.1 Consideration

- (a) The Guarantor gives this guarantee and indemnity for valuable consideration including the Landlord agreeing to enter into this Lease with the Tenant at the request of the Guarantor.
- (b) The Guarantor unconditionally and irrevocably guarantees to the Landlord the due and punctual performance and observance by the Tenant of its obligations:
 - (i) under the Lease including any further term; and
 - (ii) in connection with its occupation of the Premises including the obligations to pay money.

28.2 Indemnity

As a separate undertaking, the Guarantor unconditionally and irrevocably indemnifies the Landlord against all liability or loss arising from, and any costs, charges or expenses incurred in connection with, a breach by the Tenant of the Lease, including a breach of the obligations to pay money. It is not necessary for the Landlord to incur expense or make payment before enforcing that right of indemnity.

28.3 Interest

The Guarantor agrees to pay interest on any amount payable under this guarantee and indemnity from when the amount becomes due for payment until it is paid in full. Accumulated interest is payable at the end of each month. The interest rate to be applied to each daily balance is set out in clause 26.2 of this Lease.

28.4 Enforcement of rights

The Guarantor waives any right it has of first requiring the Landlord to commence proceedings or enforce any other right against the Tenant or any other person before claiming under this guarantee and indemnity.

28.5 Continuing security

This guarantee and indemnity is a continuing security and is not discharged by any one payment.

28.6 Guarantee not affected

The liabilities of the Guarantor under this guarantee and indemnity as a guarantor, indemnifier or debtor and the rights of the Landlord under this guarantee and indemnity

are not affected by anything which might otherwise affect them at law or in equity including, but not limited to, one or more of the following:

- (a) the Landlord granting time or other indulgence to, compounding or compromising with or releasing the Tenant;
- (b) acquiescence, delay, acts, omissions or mistakes on the part of the Landlord;
- (c) any transfer of a right of the Landlord;
- (d) subject to clause 12.6, any variation, assignment, extension or renewal of this Lease;
- (e) the invalidity or unenforceability of an obligation or liability of a person other than the Guarantor;
- (f) any change in the Tenant's occupation of the Premises;
- (g) the non-registration of this Lease including any renewal; or
- (h) this Lease not being effective as a lease for the Term of this Lease including any renewal.

28.7 Suspension of Guarantor's rights

The Guarantor may not, without the Landlord's approval:

- (a) raise a set-off or counterclaim available to it or the Tenant against the Landlord in reduction of its liability under this guarantee and indemnity;
- (b) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee held by the Landlord in connection with this lease;
- (c) make a claim or enforce a right against the Tenant or its property; or
- (d) prove in competition with the Landlord if a liquidator, provisional liquidator, receiver, administrator or trustee in bankruptcy is appointed in respect of the Tenant or the Tenant is otherwise unable to pay its debts when they fall due,

until all money payable to the Landlord in connection with this Lease is paid.

28.8 Reinstatement of guarantee

If a claim that a payment to the Landlord in connection with this Lease or this guarantee and indemnity is void or voidable (including, but not limited to, a claim under laws relating to liquidation, administration, insolvency or protection of creditors) is upheld, conceded or compromised then the Landlord is entitled immediately as against the Guarantor to the rights to which it would have been entitled under this guarantee and indemnity if the payment had not occurred.

28.9 Costs

- (a) The Guarantor agrees to pay or reimburse the Landlord on demand for:
 - (i) the Landlord's costs, charges and expenses in making, enforcing and doing anything in connection with this guarantee and indemnity including, but not limited to, legal costs and expenses on a full indemnity basis; and

- (ii) all stamp duties, fees, taxes and charges which are payable in connection with this guarantee and indemnity or a payment, receipt or other transaction contemplated by it.
- (b) Money paid to the Landlord by the Guarantor must be applied first against payment of costs, charges and expenses under this clause 28 then against other obligations under this guarantee and indemnity.

28.10 References in this clause 28 to this Lease are references to this Lease (whether or not registered) and any extension of it.

29. Access

The Tenant may use the Premises 24 hours per day, 7 days per week.

30. Condition report

- (a) As soon as is practicable after the Commencing Date, the Landlord shall prepare, or procure the preparation of, the Condition Report, the costs of which are to be shared equally between the Landlord and the Tenant.
- (b) The Landlord and the Tenant agree that the Condition Report shall be initialled by the Landlord and the Tenant for identification purposes.

31. Incentive

31.1 Definitions

In this clause 31:

- (a) **Incentive** means the sum \$1,294,000.00 plus GST to be used as a rent concession in accordance with clause 31.3.

31.2 Grant of Incentive

In consideration of the Tenant remaining in occupation of the Premises for the Term and complying with this Lease, the Landlord grants the Tenant the Incentive.

31.3 Rent Abatement Incentive

- (a) Subject to clause 31.4, the Incentive is to be used by the Tenant as a discount on each monthly instalment of the Rent payable by the Tenant under this Lease amortised equally during the initial Term in accordance with the formula below:

(b)
$$A = \frac{B}{C}$$

Where:

- A is the amount to be deducted from each monthly instalment of the Rent;
- B is the Incentive; and
- C is 120, being the number of months in the initial Term.

- (c) For any part of a month, the amount A is to be adjusted in proportion to the total number of days in the month and the number of those days in the Term.

31.4 Suspension of Incentive

If the Tenant fails to comply with any of its obligations under this Lease and does not remedy that failure within a reasonable time after the Tenant is given notice to do so, the Landlord can suspend allowance of the Incentive until the failure is remedied.

32. Confidentiality

The Tenant must not disclose the details of this Lease, Incentive or any Relevant Agreement to a third party without the prior consent of the Landlord, except to the Tenant's financiers, advisers and consultants or as required by law.

33. Governing Law

This Lease is governed by the Law of Western Australia. The parties submit to the non-exclusive jurisdiction of its courts. The parties will not object to the exercise of the jurisdiction by those courts on any basis.

34. Execution and Registration

- (a) The Tenant authorises the Landlord or the Landlord's solicitors to insert by hand the final Energy and Water Targets, agreed between the parties, at clause 2.1 of this Lease.
- (b) Each Party agrees that:
 - (i) any electronic signature through DocuSign will be deemed an original signature for the purposes of this Lease; and
 - (ii) each party may rely on electronic signatures through DocuSign as if such signatures were an original signature.
- (c) Each party must promptly, and in any event within 2 Business Days of electronic execution, exchange the electronically signed Lease.
- (d) The parties agree that the receipt of such electronically executed Lease in accordance with this clause 34 will be binding on each Party and will be construed as a being executed by hand.
- (e) The Tenant must, within 45 days of electronic execution of this Lease, provide the Landlord with 3 original leases with wet-ink signatures in registrable form.
- (f) The Landlord must procure the execution and registration of this Lease as soon as practicable following the Commencing Date and receipt of the original leases from the Tenant.

SCHEDULE 1
Rules

1. The Tenant must not in any way obstruct or prevent other occupants from using the Common Area.
2. The Tenant must not in any way cover or obstruct any light, sky-lights windows or other means of illumination of the Premises or of the Building generally.
3. The Tenant must not throw any article or substance whatsoever from or out of the Premises.
4. The Tenant must keep clean and free of rubbish such parts of the Common Area or any public footpath as immediately adjoin the Premises.
5. The Tenant must use its best endeavours to protect and keep safe the Premises and its contents from theft or robbery and shall keep all doors windows and other openings closed and securely fastened when the Premises are not in use.
6. The Tenant must not permit the keys for locks on doors and other openings to or in the Premises to come into possession or control of any person other than the Tenant.
7. No rubbish or waste must at any time be burned upon the Premises or the Common Area.
8. All blinds shades awnings windows ventilators and other similar fittings and fixtures installed by the Tenant with the consent of the Landlord in or upon the Premises and visible from outside the Premises must conform to the reasonable requirements and standards of the Landlord as to design quality and appearance.
9. The water closets conveniences and other water apparatus used either exclusively by the Tenant or in common with other tenants must not be used for any purposes other than those for which they were constructed, and no sweepings rubbish rags ashes or other unsuitable substances shall be thrown therein. Any damage resulting to such water closets conveniences and apparatus from misuse by the Tenant shall be made good by the Tenant.
10. Only such parts of the Common Area as are designated for visitor parking or pick-up and delivery of goods may be used for such purposes.
11. The Tenant and the Tenant's employees and agents may park any vehicle owned or operated by them in the parking area (if any) allotted or set aside to them during business hours and no such vehicle may be parked in or obstruct any other area of the Common Area.
12. The Tenant and the Tenant's employees and agents must not obstruct grease oil repair clean or wash motor vehicles within the Common Area.
13. The Tenant must make good any damage caused to the car parking area used by the Tenant through its neglect default or misconduct.
14. The Premises must not be or remain open for business at or during any time or times prohibited by law for that class of Premises or for the business carried on by the Tenant.
15. The Tenant and its employees and agents must at all times abide by any speed limit set for the driving of motor vehicles upon the Land.
16. The Tenant must not use the Common Area for any business or commercial purpose or the display or advertisement of any goods or services or generally for any purpose other than for which the Common Area was intended.

1515648058v17

17. No part of the Common Area or any car parking area allocated or set aside for the Tenant may be used for storage of pallets, containers or any other goods whatsoever. Any such items must only be stored within the confines of the Premises if so permitted by this Lease and by the appropriate authorities provided that the Tenant must not store items or containers exceeding a maximum weight of 32 tonnes, stacked one (1) high.
18. No television or radio mast or antenna shall be affixed to any part of the Premises and no musical instrument, radio, amplifier, television, audio visual or other sound or picture producing equipment shall be used or operated in the Premises without the Landlord's consent unless such equipment is not audible or visible from outside the Premises.
19. No animal, fish, reptiles or birds shall be kept in or about the Premises.
20. All rubbish and waste products are to be placed in the proper receptacles and regularly removed by the Tenant.
21. The Tenant must comply with and observe any maximum vehicle size limits which are imposed on the Premises or Land by either the Landlord or any Authority.
22. On the date the Tenant must vacate the Premises, the Tenant must give the Landlord all keys, access cards and similar devices for the Premises and the Building.
23. The Tenant shall cause all exterior doors and windows in the Premises to be securely locked and fastened at all times when the Premises are not occupied and authorises the Landlord or any agent or employee of the Landlord to enter the Premises whenever necessary for the purpose of locking any such door or window left unlocked or unfastened.
24. Unless otherwise agreed in writing by the Landlord (in its absolute discretion), no Tenant or occupier is entitled to store containers or other items of plant or equipment on the Common Area.
25. The Tenant shall not permit forklifts to exceed 5km per hour or indicated speed limit.
26. Not used.
27. The Tenant shall not allow employees or drivers of vehicles visiting the Premises to drive vehicles in excess of 10km per hour within the Land.
28. The Tenant shall not deposit hazardous substances onto the Land stormwater or sewerage systems.
29. The Tenant must comply with any authority requirements in respect of the maximum vehicle size permitted to access the Premises and the direction of travel for vehicles to and from the Premises.
30. In addition to any other obligations contained in these Rules, the Tenant must not do anything or allow or permit anything to occur within the Common Area, including hallways and vestibule areas, which causes or is likely to cause any annoyance or nuisance to other tenants or occupiers.
31. The Tenant must not park vehicles on the public roads nearby the Premises.
32. The Tenant must not allow vehicles to queue on or within the Common Area.
33. The Tenant must not exceed the following maximum weight loads for the Premises:
 - (a) warehouse floor slab:
 - (i) Uniformly distributed live load of 30kPa;

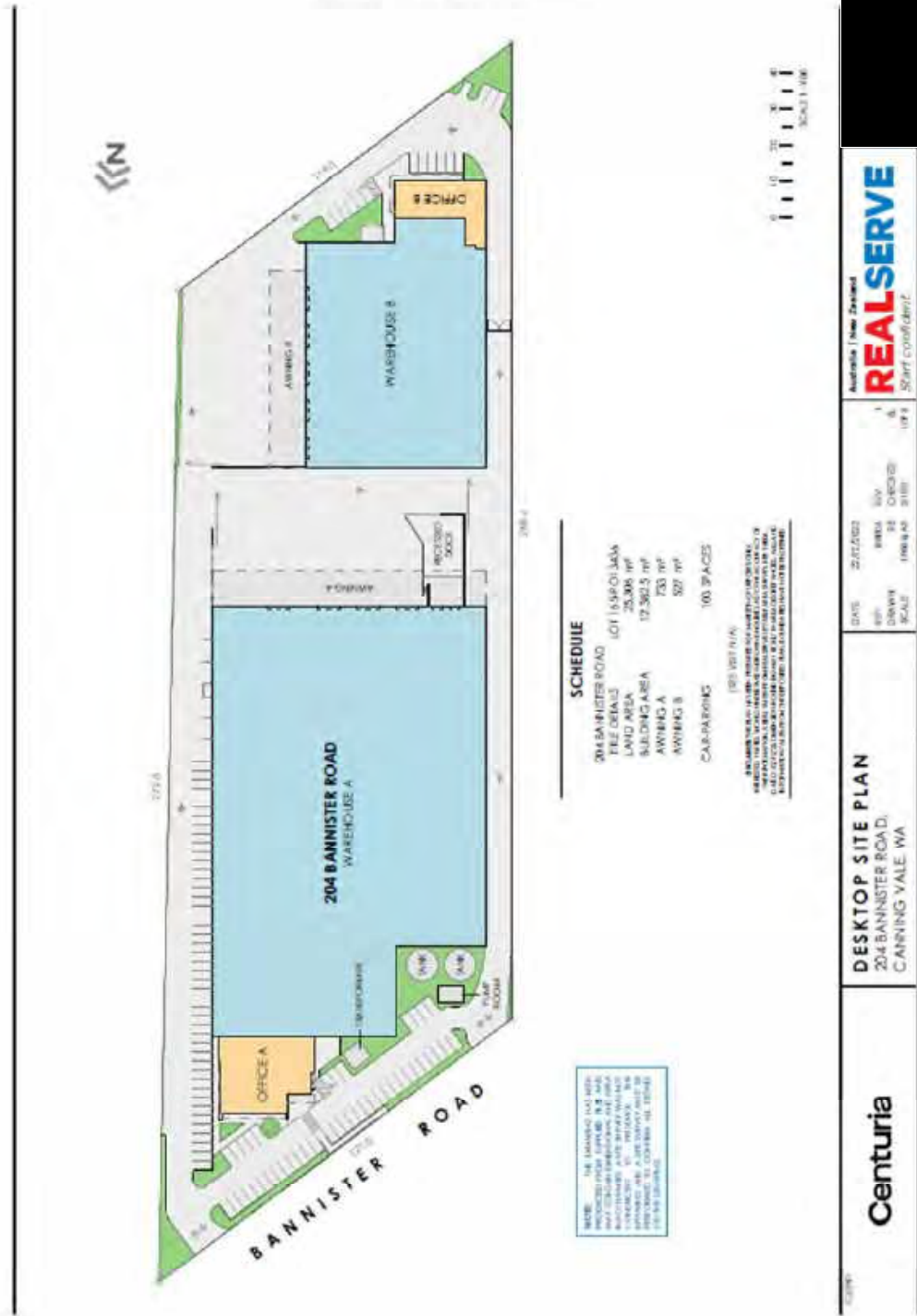
1515648058v17



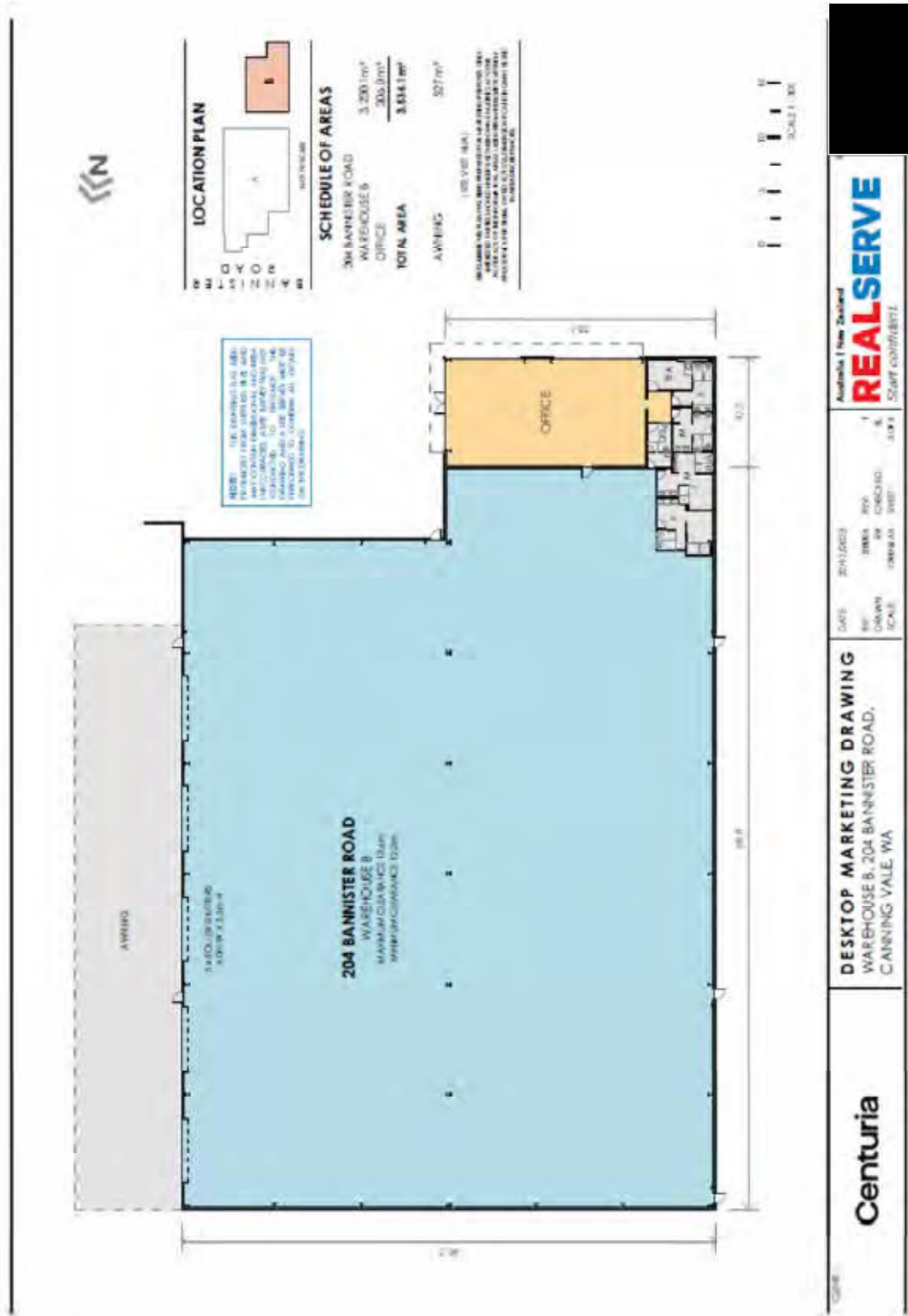
- (ii) a 7 tonne racking post load on standard racking base plates; and
 - (iii) a 5.85 tonne front axle load capacity for forklifts with pneumatic tyres, solid rubber tyres or polyurethane wheels which wheels must have a diameter of not less than 150mm);
- (b) Office floors - 3kPa;
- (c) Light Duty Asphalt - non-commercial vehicles only; and
- (d) Heavy Duty Concrete Paving:
 - (i) Unlimited repetitions of B-Doubles with a maximum truck axle load allowed by the Department of Transport on new roads; and
 - (ii) Unlimited repetitions of 2.5 tonne S.W.L. forklift with a 5.85 tonne front axle load capacity (pneumatic tyres or solid rubber tyres which wheels must have a diameter of not less than 150mm).



SCHEDULE 2
Plan of Premises



1515648058v17



Centuria

Site Plan



Centuria Property Services Pty Limited
Level 41
Chifley Tower 2 Chifley Square
Sydney NSW 2000
P: 02 8623 8623
F: 02 8460 2160
E: hydney@centuria.com.au
centuria.com.au
ABN 95 002 526 924



SCHEDULE 3
Building Specifications for Premises

Building 2 (Rear)

- 250m2 Warm shell office including bathrooms.
- 15 car bays
- Office toilet amenities
- Warehouse toilet and End of Trip amenities
- 8 covered bicycle bays
- Concrete driveway and apron
- * Warehouse slab – 200mm thick
 - o Warehouse floor designed for a minimum 6.0 tonne point load and 35kPa UDL
 - o Unlimited hard wheel forklift repetitions of 2500kg-lift capacity (or 5.85t axle load)
 - o Minimum 40MPa strength to concrete to be used for warehouse slabs
- 11.5m spring height to warehouse
- 12.3m clear height to ridge line
- Crane haunches designed for 15t crane, pad foundations in place.
- 2.4m high concrete dado walls
- Colorbond metal wall cladding above dado wall height
- Translucent roof sheeting to each structural bay
- 5 off 6.0mW x 5.5mH on grade roller shutters
- 10m wide awning (6m clear height) over roller shutter load zone
- ESFR sprinkler system K25 heads

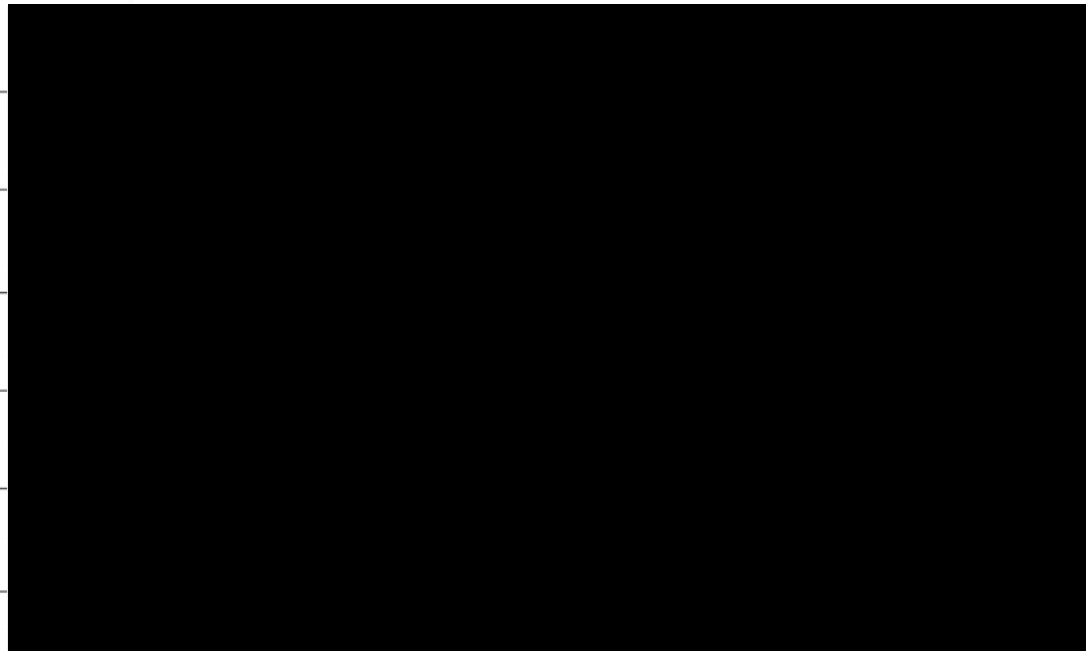




Execution Page

LANDLORD

EXECUTED BY CENTURIA PROPERTY)
FUNDS NO. 2 LIMITED ACN 133 363 185 by its)
attorneys under power of attorney dated 24 June)
2021 in the presence of:



By executing this document the attorneys states
that they have received no notice of revocation
of the power of attorney.

OR

EXECUTED BY CENTURIA PROPERTY)
FUNDS NO. 2 LIMITED ACN 133 363 185 as)
custodian for Centuria Investment)
Management (CIP) Pty Ltd ACN 649 072 659)
as trustee for CIP Sub Trust No. 2 ABN 13 424)
482 559 in accordance with section 127 of the)
Corporations Act by being signed by:

Signature of director

Signature of director/secretary

Name of director (please print)

Name of director/secretary (please print)

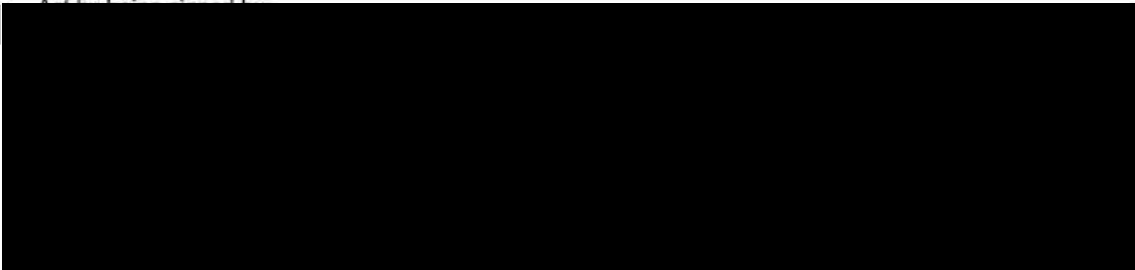


1515648058v17



TENANT

EXECUTED BY ICD SUPERALLOYS)
AUSTRALIA PTY LTD ACN 675 181 987 in)
accordance with section 127 of the Corporations)
Act 2006



GUARANTOR

SIGNED by _____ as)
authorised signatory for ICD EUROPE Ltd in)
the presence of:

Signature of authorised signatory

Signature of witness

Name of witness (please print)



Operative words

The lessor(s) hereby leases to the lessee(s) the land described above in the terms and conditions set out or referred to in this lease subject to the limitations, interests, encumbrances and notifications as shown on the certificate of title and/or otherwise affect the land under the legislation stated above.

Execution date

Lessor(s) execution

Witness must be an adult person. The witness must state their full name, address and occupation.

Signed by the attorney on behalf of CENTURIA
PROPERTY FUNDS NO. 2 LIMITED (ACN 133363185
ABN 38133363185) pursuant to the Power of Attorney
detailed herein

Witness signature	
Witness full name	
Witness address	
Witness occupation	
Witness phone	

Signature	
Signer name	
Under power of attorney	
Signer organisation	
Signer role	
Signer tier	

Lessee(s) execution

Executed by ICD SUPERALLOYS AUSTRALIA PTY LTD (ACN 675181987)

Signature	
Signer name	
Signer designation	DIRECTOR



Signature	
Signer name	
Signer designation	DIRECTOR



Attachment 1B: ASIC company extract



ASIC

Australian Securities & Investments Commission

Current Company Extract

Name: ICD SUPERALLOYS AUSTRALIA PTY LTD

ACN: 675 181 987

Date/Time: 20 August 2025 AEST 12:44:35 PM

This extract contains information derived from the Australian Securities and Investments Commission's (ASIC) database under section 1274A of the Corporations Act 2001.

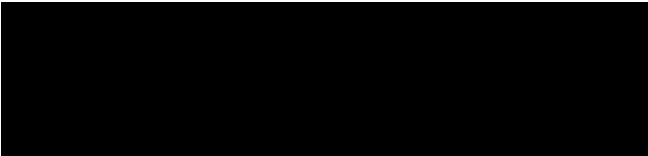
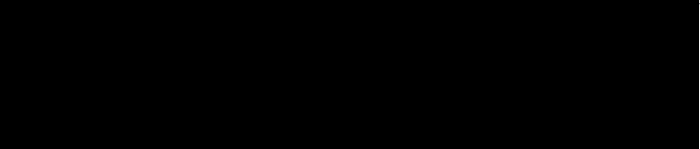
Please advise ASIC of any error or omission which you may identify.

EXTRACT

Organisation Details		Document Number
Current Organisation Details		
Name:	ICD SUPERALLOYS AUSTRALIA PTY LTD	6EYJ40116
ACN:	675 181 987	
ABN:	31675181987	
Registered in:	Western Australia	
Registration date:	21/02/2024	
Next review date:	21/02/2026	
Name start date:	21/02/2024	
Status:	Registered	
Company type:	Australian Proprietary Company	
Class:	Limited By Shares	
Subclass:	Proprietary Company	

Address Details		Document Number
Current		
Registered address:	Unit B, 204 Bannister Road, CANNING VALE WA 6155	7EDC46107
Start date:	26/11/2024	
Principal Place Of Business address:	Unit B, 204 Bannister Road, CANNING VALE WA 6155	7EDC46107
Start date:	19/11/2024	

Contact Address	
Section 146A of the Corporations Act 2001 states 'A contact address is the address to which communications and notices are sent from ASIC to the company'.	
Current	
Address:	PO BOX 7206, CLOISTERS SQUARE PO WA 6850
Start date:	29/02/2024

Officeholders and Other Roles		Document Number
Director		
Name:		6EYJ40116
Address:		
Born:		
Appointment date:		
Appointment date:	21/02/2024	
Name:		6EYJ40116
Address:		
Born:		
Appointment date:		
Appointment date:	21/02/2024	
Name:		6EYJ40116
Address:		
Born:		
Appointment date:		
Appointment date:	21/02/2024	

Name:		6EYJ40116
Address:		
Born:		
Appointment date:	21/02/2024	
Name:		6EHVS6613
Address:		
Born:		
Appointment date:	04/11/2024	

Share Information

Share Structure

Class	Description	Number issued	Total amount paid	Total amount unpaid	Document number
ORD	ORDINARY SHARES	100	100.00	0.00	6EYJ40116

Members

Note: For each class of shares issued by a proprietary company, ASIC records the details of the top twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the top twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

Name:

PENLAN METAL SERVICES LIMITED (FOREIGN CO)

Org No.:

675 183 614

Address:

99 Saltergate Chesterfield S40 1ld, United Kingdom

Class	Number held	Beneficially held	Paid	Document number
ORD	5	yes	FULLY	6EYJ40116

Name:

ICD EUROPE LIMITED (FOREIGN CO)

Org No.:

675 183 623

Address:

Unit 7 15 Vantage Park Coborn Avenue, Sheffield S9 1da, United Kingdom

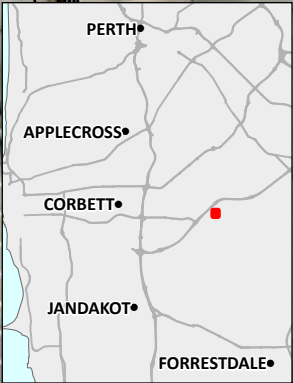
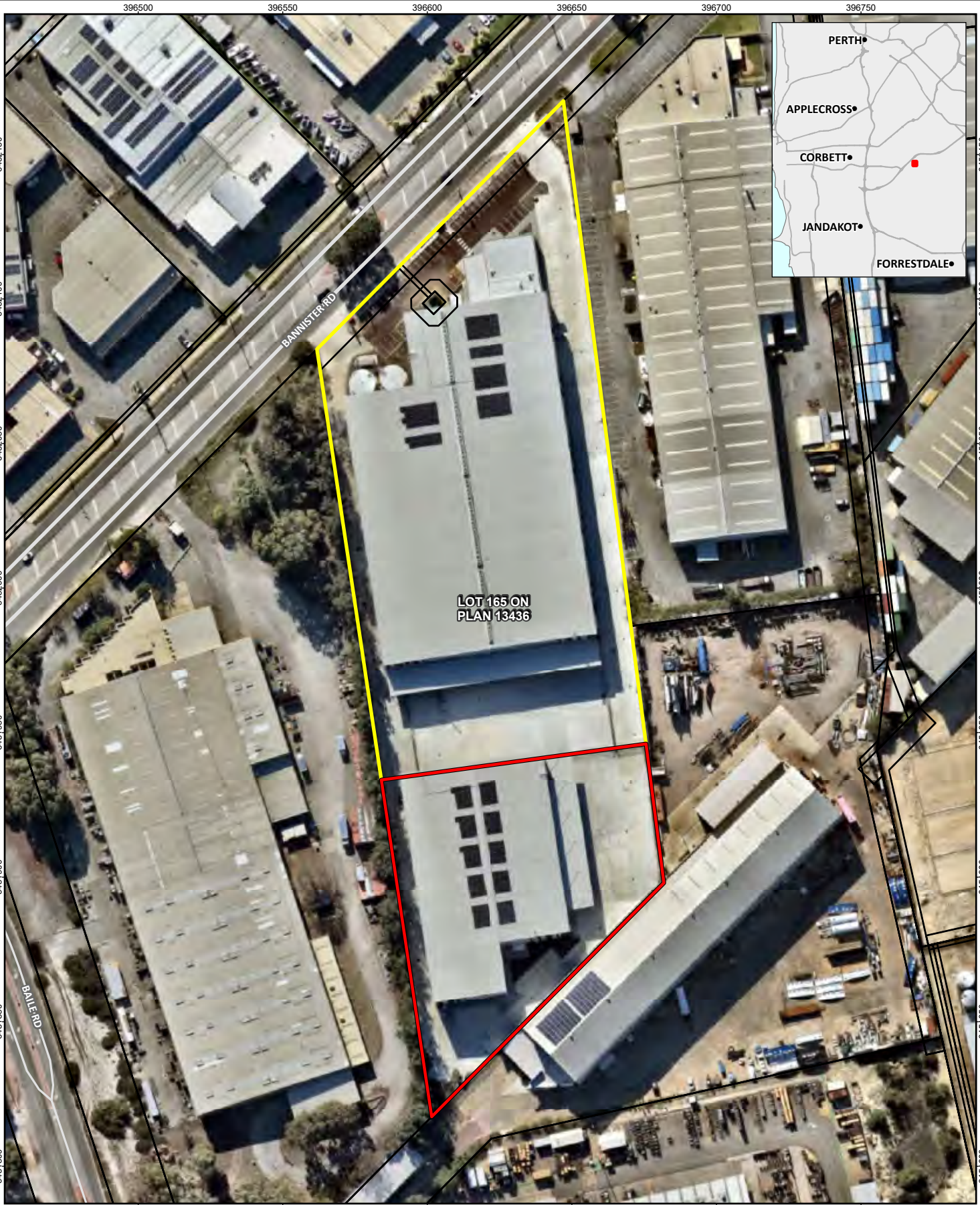
Class	Number held	Beneficially held	Paid	Document number
ORD	95	yes	FULLY	6EYJ40116

Documents	
Note: Where no Date Processed is shown, the document in question has not been processed. In these instances care should be taken in using information that may be updated by the document when it is processed. Where the Date Processed is shown but there is a zero under No Pages, the document has been processed but a copy is not yet available.	

Date received	Form type	Date processed	Number of pages	Effective date	Document number
21/02/2024	201C Application For Registration As A Proprietary Company	21/02/2024	3	21/02/2024	6EYJ40116
29/02/2024	484B Change To Company Details Change Of Registered Address	29/02/2024	2	29/02/2024	6EYY73028
20/06/2024	384 Notification Of Resol. By Directors Of A Small Pty Company Controlled By A Foreign Coy Which Is Not Part Of Large Group	11/08/2024	2	20/06/2024	032059814
13/11/2024	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	13/11/2024	2	13/11/2024	6EHVS6613
18/11/2024	484B Change To Company Details Change Of Registered Address	18/11/2024	2	18/11/2024	6EIAA7246
19/11/2024	484 Change To Company Details 484B Change Of Registered Address 484C Change Of Principal Place Of Business (Address)	19/11/2024	2	19/11/2024	7EDC46107

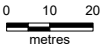
End of Extract of 3 Pages

Attachment 2: Premises maps



- Legend**
- Prescribed premises boundary
 - Lot boundary
 - Cadastral boundary
 - Major road
 - Minor road

Scale: 1:1,750 at A4



Coord. Sys. GDA2020 MGA Zone 50



Job Number: 67635

Client: ICD Superalloys Australia Pty Ltd

Version: A

Date: 13-Aug-2024

Drawn By: ianandagoda

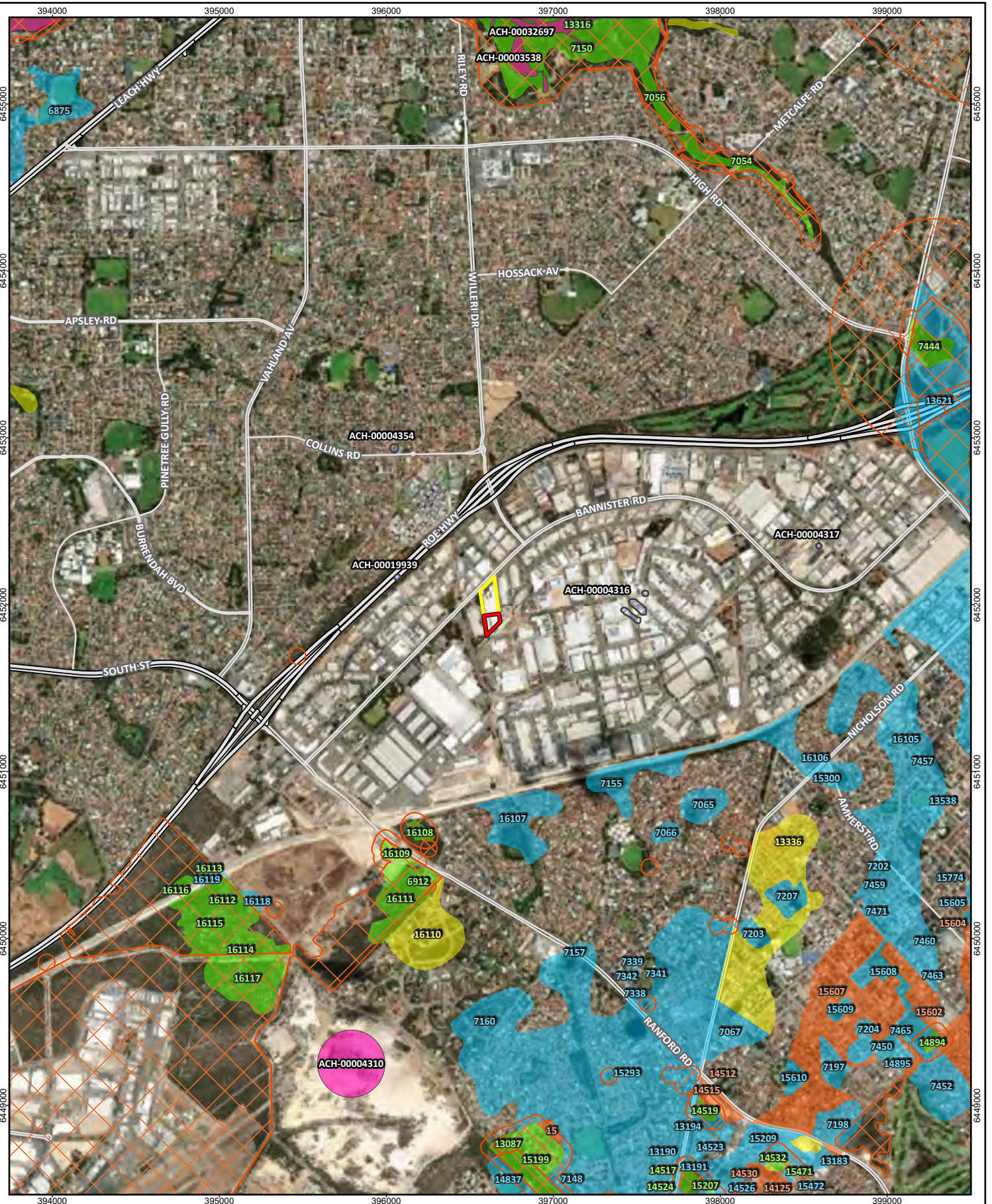
Checked By: JBailes

Warehouse B
204 Bannister Road
Canning Vale WA 6155

PREMISES MAP

FIGURE 1





Attachment 5: Development approval

Planning and Development Act 2005

City of Canning

Notice of Determination on Application for Development Approval

Location: 204 Bannister Road CANNING VALE WA 6155
Lot 165 Plan 13436
Application Date: 03/09/2024
Application No.: DA24/0127
Development: Change of use from 'Warehouse' to 'Resource Recovery Centre'

The Application for Development Approval is approved subject to the following Conditions and Advice Notes:

Conditions:

- (1) The development is to comply in all respects with the attached stamped approved plans dated 8 November 2024.

Advice Notes:

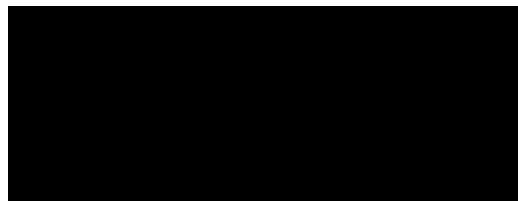
- (a) If the development that is the subject of this approval is not substantially commenced within a period of 2 years, or another period specified in the approval after the date of the determination, the approval will lapse and be of no further effect.
- (b) Where an approval has so lapsed, no development must be carried out without the further approval of the City of Canning having first being sought and obtained.
- (c) This approval does not authorise the commencement of any building works. The applicant is advised that a building permit must be obtained prior to the commencement of any works. To obtain a building permit it will be necessary to submit documentation in compliance with the Building Regulations, including plans incorporating all conditions of this approval, specifications and structural drawings.
- (d) A new occupancy permit will be required to recognise the permanent change that will be made to the classification of the building. Section 41 of the *Building Act 2011* requires the owner or occupier to ensure that the new occupancy permit is in effect prior to the new use being adopted.
- (e) The new works and affected parts of the proposed building works must comply with the requirements of the *Disability (Access to Premises - Buildings) Standards 2010*.

- (f) Applicant/Landowner is to liaise with the Department of Water and Environmental Regulation in relation to registration or licencing conditions for the business to carry out the proposed operation at the property.
- (g) The development is to be connected to the Ministers sewer to the satisfaction of the City. Contact the Water Corporation on 131385 for information on discharging liquid wastes to sewer.
- (h) The premises is to be operated in compliance with the *Environmental Protection Act 1986*, *Environmental Protection (Unauthorised Discharges) Regulations 2004* and *Environmental Protection (Noise) Regulations 1997*.
Note: if in connection with a business or a commercial activity, a material listed in Schedule 1 of the *Environmental Protection (Unauthorised Discharges) Regulations 2004* is discharged into the environment, an offence is committed. Please see <https://www.legislation.wa.gov.au/> for further information.
- (i) ATCO wishes to advise the following:
 - i. The proposed areas fall within the WAPC Draft Development Control 4.3 Trigger Distance for ATCO Infrastructure. Any sensitive land use or high-density community use developments within this Trigger Distance of a High-Pressure Gas Pipeline requires further consultation with ATCO prior to preliminary designs being finalised. Please consider the WAPC's draft DC4.3 and also the site; PlanWA for development planning.
 - ii. ATCO identifies that the proposed future development may require additional safety measures to be considered, identified and in place for the high-pressure gas pipeline risk mitigation.
 - iii. Anyone proposing to carry out construction or excavation works within 15 metres of Critical Asset Infrastructure must contact 'Before You Dig Australia' (www.byda.com.au) to determine the location of buried gas infrastructure. Refer to ATCO document AGA-O&M-PR24- Additional Information for Working Around Gas Infrastructure <https://www.atco.com/en-au/for-home/natural-gas/wa-gas-network/working-around-gas.html>
 - iv. All works occurring within 15 metres of Critical Asset Infrastructure must undergo ATCO Engineering Assessment to determine if additional safety measures are required. Risk mitigation and asset protection measures may be necessary. Notification for the works must be submitted to ATCO via the online web portal.
 - v. All works occurring within 15 metres of Critical Asset Infrastructure must comply with the ATCO document Additional Information for Working Around Gas Infrastructure-AGA-O&M-PR24<https://www.atco.com/en-au/for-home/natural-gas/wa-gas-network/working-around-gas.html>

- vi. Future construction and any proposed access roads across the ATCO Critical Asset gas mains (including proposed roads and road upgrades) need to be managed in accordance with the ATCO document Additional Information for Working Around Gas Infrastructure -AGA-O&M-PR24 <https://www.atco.com/en-au/for-home/natural-gas/wa-gas-network/working-around-gas.html>
- vii. If the disconnection and/or removal of an ATCO gas service is required, a request can be submitted via the online ATCO portal found [here](#).
- (j) If an applicant or owner is aggrieved by this determination, there is a right of review by the State Administrative Tribunal in accordance with Part 14 of the *Planning and Development Act 2005*. An application must be made within 28 days of the determination.
- (k) If the landowner wishes to amend or cancel the development application, they may lodge an application with the City of Canning, in accordance with clause 77 of the Deemed Provisions of the *Planning and Development (Local Planning Schemes) Regulations 2015*.

For further enquiries please contact the City's Planning Officer [REDACTED] 31
[REDACTED] or via email at [REDACTED]

Date: 19 November 2024



For and on behalf of the City of Canning
Under Delegation No. 213

Attachment 8A: Environmental compliance report

W6968/2024/1; DER2024/000508

67635 L01 W6968 ECR Rev0

22 April 2025

Alistair Jones, Chief Executive Officer
Department of Water and Environmental Regulation
Via email: info@dwer.wa.gov.au

Environmental Compliance Report – Works Approval W6968/2024/1 – ICD Superalloys Australia – Canning Vale Facility

Dear Alistair,

Background

The Department of Water and Environmental Regulation (DWER) granted Works Approval W6968/2024/1 to ICD Superalloys Australia Pty Ltd (ICD) on 20 December 2024 for the construction of the Canning Vale Facility at 204-208 Bannister Road.

Condition 1 of the works approval specifies the design and construction/installation requirements of the infrastructure to be constructed at the premises. Upon construction or installation of an item of infrastructure at the premises, Condition 2 of the works approval requires ICD to undertake an audit of compliance against the requirements of Condition 1 of the works approval and prepare and submit a report to DWER on the compliance (Environmental Compliance Report). Condition 3 of the works approval requires that the Environmental Compliance Report includes, as a minimum:

- a. Certification by a suitably qualified person that the items of infrastructure or component(s) thereof, as specified in condition 1, have been constructed in accordance with the relevant requirements specified in condition 1;*
- b. As constructed plans and a detailed site plan for each item of infrastructure or component of infrastructure specified in condition 1; and*
- c. Be signed by a person authorised to represent the works approval holder and contains the printed name and position of that person.*

Audit of Compliance

As required by Condition 2 of the works approval, an audit of the design and construction/installation requirements specified in Condition 1 has been carried out for the infrastructure constructed to date. The findings of the audit are contained in Appendix A.

In accordance with Condition 4 of the works approval, ICD has commenced time limited operation of the infrastructure and equipment detailed in this compliance report.

Certification

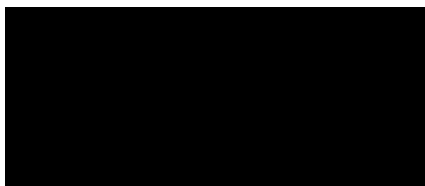
Condition 3(a) of the works approval requires that a suitably qualified person certifies that the items of infrastructure included in this Environmental Compliance Report have been constructed in accordance with

the relevant requirements specified in Condition 1. The works approval defines a suitably qualified person as someone who:

- a. holds a Bachelor of Engineering recognised by Engineers Australia; and
- b. has a minimum of five years of experience working in the field of engineering.

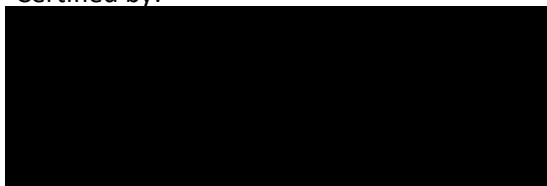
This Environmental Compliance Report has been certified by [REDACTED], Operations Manager who holds a Bachelor of Engineering (hons) from the University of Western Australia and has 29 years' experience as an engineer.

Prepared by:



Principal
JBS&G Australia Pty Ltd

Certified by:



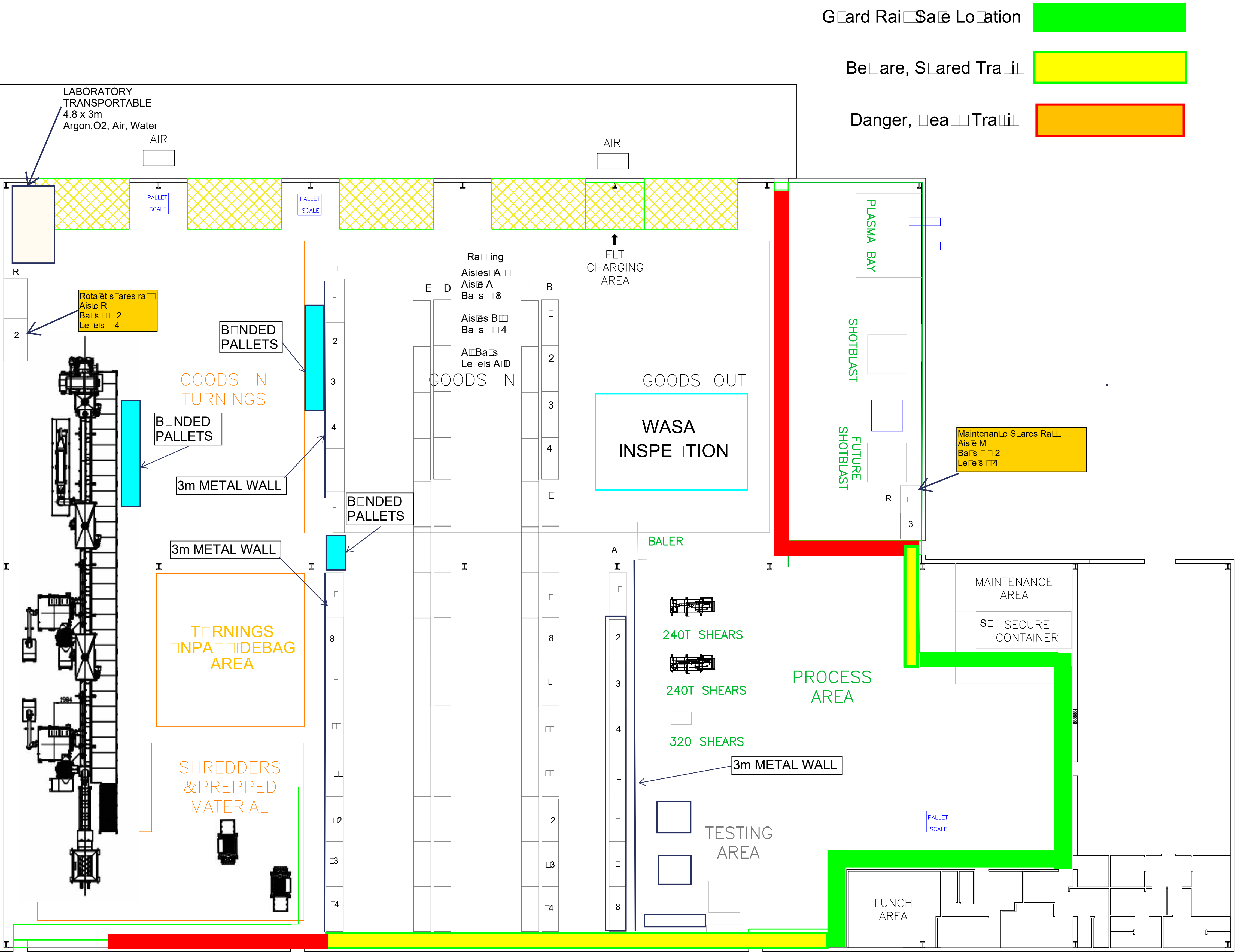
Operations Manager
Authorised to represent ICD Superalloys Australia Pty Ltd

Appendix A Audit of Compliance Requirements

Audit of works approval compliance requirements

#	Infrastructure	Design and construction/installation requirements	Compliant	Evidence
1	Processing Warehouse B	The workshop must be constructed to the following specifications:	-	-
		• Constructed of metal with a concrete impermeable base	Yes	Photographs in Appendix C
		• Warehouse must be enclosed	Yes	Photographs in Appendix C
		• The floor of the processing building to be free of leaks and defects and constructed with a concrete hardstand with a permeability of less than 1×10^{-9} m/s	Yes	Photographs in Appendix C
		• Hardstand must have a minimum 1% drainage gradient to ensure free drainage to the sumps	Yes	Photographs in Appendix C (Note: As-built plans demonstrating the gradient are not available; the grade of the hardstand has been visually confirmed by the certifying engineer.)
		• All plant and equipment to be free of leaks and defects	Yes	Photographs in Appendix C
2	Plasma-cutting station area	• Infrastructure to be installed so as to operate in the sequence outlined in Figure 2, Schedule 1	Yes	Site Layout Plan in Appendix B
		Must be located inside the warehouse	Yes	Photographs in Appendix C
3	Shot blasting booth area	Local exhaust ventilation (LEV) must be installed with filter and external exhaust to the environment	Yes	Photographs in Appendix C
		Must be located inside the warehouse	Yes	Photographs in Appendix C
		Chamber must be installed in accordance with the Environmental Protection (Abrasive Blasting) Regulations 1998	Yes	Assessment against regulations in Appendix D Photographs in Appendix C
4	Metal turnings shredder and wash plant	Must be installed with a ventilation and dust extraction system	Yes	Photographs in Appendix C
		Must be located inside the warehouse	Yes	Photographs in Appendix C
5	Cutting shears (240 t and 260 t) and Baler	Must be located within the process area inside the warehouse	Yes	Photographs in Appendix C

Appendix B Site Layout Plan



General Notes

No.	Revision/Issue	Date

Firm Name and Address

Project Name and Address
ICDSA
Warehouse B, 204-208
Bannister Road
Canning Vale, Perth, WA

Project Site Layout	Sheet ##
Date 11/6/24	
Scale As Noted	

Appendix C Photographs

EXTERNAL VIEW – APPROACH TO OFFICE



EXTERNAL VIEW - DRIVEWAY



Job No: 67635

Client: ICD Superalloys Australia Pty Ltd

Version: Rev A

Date: 14/04/2025

Drawn By: JB

Checked By: JB

Not to Scale

Coord. Sys n/a

**204-208 Bannister Road
Canning Vale**

PHOTOGRAPH LOG

EXTERNAL VIEW – GOODS IN/OUT DOORS



EXTERNAL VIEW – GOODS OUT DOORS



EXTERNAL VIEW – TURNINGS LINE DOOR



INTERNAL VIEW – GOODS IN/OUT DOORS



Job No: 67635

Client: ICD Superalloys Australia Pty Ltd

Version: Rev A

Date: 14/04/2025

Drawn By: JB

Checked By: JB

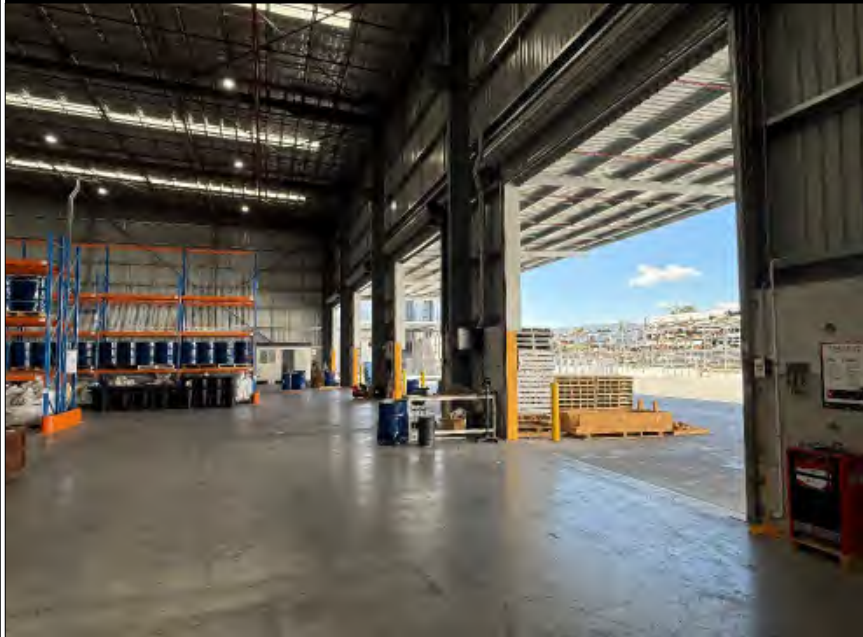
Not to Scale

Coord. Sys n/a

**204-208 Bannister Road
Canning Vale**

PHOTOGRAPH LOG

INTERNAL VIEW – FRONT OF WAREHOUSE



INTERNAL VIEW – VIRGIN MATERIAL STORAGE AREA



INTERNAL VIEW – SHEAR AND BALING AREA



INTERNAL VIEW – PLASMA-CUTTING AND ABRASIVE CLEANING AREA



Job No: 67635

Client: ICD Superalloys Australia Pty Ltd

Version: Rev A

Date: 14/04/2025

Drawn By: JB

Checked By: JB

Not to Scale

Coord. Sys n/a

**204-208 Bannister Road
Canning Vale**

PHOTOGRAPH LOG

INTERNAL VIEW – METAL TURNINGS LINE



PLASMA-CUTTING STATION



PLASMA-CUTTING STATION – EXTRACTION VENT



EXTERNAL VIEW - PLASMA-CUTTING STATION EXTRACTION VENT STACK



EXTERNAL VIEW - PLASMA-CUTTING STATION EXTRACTION VENT STACK



SHEAR UNIT 1



Job No: 67635

Client: ICD Superalloys Australia Pty Ltd

Version: Rev A

Date: 14/04/2025

Drawn By: JB

Checked By: JB

Not to Scale

Coord. Sys n/a

**204-208 Bannister Road
Canning Vale**

PHOTOGRAPH LOG

SHEAR UNIT 2



SHOT BLASTING CHAMBER AND DUST EXTRACTION SYSTEM



SHOT BLASTING CHAMBER AND DUST EXTRACTION SYSTEM



METAL TURNINGS SHREDDER AND WASH PLANT



Job No: 67635

Client: ICD Superalloys Australia Pty Ltd

Version: Rev A

Date: 14/04/2025

Drawn By: JB

Checked By: JB

Not to Scale

Coord. Sys n/a

**204-208 Bannister Road
Canning Vale**

PHOTOGRAPH LOG

METAL TURNINGS SHREDDER AND WASH PLANT



METAL TURNINGS SHREDDER AND WASH PLANT



METAL TURNINGS SHREDDER AND WASH PLANT



METAL TURNINGS SHREDDER AND WASH PLANT



Job No: 67635

Client: ICD Superalloys Australia Pty Ltd

Version: Rev A

Date: 14/04/2025

Drawn By: JB

Checked By: JB

Not to Scale

Coord. Sys n/a

**204-208 Bannister Road
Canning Vale**

PHOTOGRAPH LOG

METAL TURNINGS SHREDDER AND WASH PLANT



METAL TURNINGS SHREDDER AND WASH PLANT – VENT STACKS



EXTERNAL VIEW – METAL TURNINGS SHREDDER AND WASH PLANT VENT STACKS



Job No: 67635

Client: ICD Superalloys Australia Pty Ltd

Version: Rev A

Date: 14/04/2025

Drawn By: JB

Checked By: JB

Not to Scale

Coord. Sys n/a

**204-208 Bannister Road
Canning Vale**

PHOTOGRAPH LOG

Appendix D Assessment of Abrasive Blasting Regulations

Assessment against Environmental Protection (Abrasive Blasting) Regulations 1998

Regulation	Requirement	Premises compliant	Comments
3	<i>Prohibition on the use of certain materials</i> <i>An operator must not use —</i> <i>any material containing 2% or more free silica (crystalline silicon dioxide) in abrasive blasting; or</i> <i>corrosion inhibitors containing chromate, nitrate or nitrite in wet abrasive blasting.</i>	Yes	The blast chamber uses steel shot to clean the surface of the metal items (refer to Material Safety Data Sheet in Appendix E).
4	<i>Blasting chambers to be used if possible</i> <i>An operator must carry on all abrasive blasting in a blasting chamber unless such a chamber cannot reasonably be used because of the size, shape, position or location of the object being blasted.</i>	Yes	The blast chamber is a sealed rotating drum that uses steel shot media to clean the surface of the metal items.
5	<i>Blasting chambers</i> <i>An operator must ensure that a blasting chamber —</i> <i>is completely sealed; or</i> <i>is fitted with a mechanical ventilation and dust extraction system which is operating so that —</i> <i>no visible dust escapes from the blasting chamber;</i> <i>all air from the blasting chamber passes through the ventilation and dust extraction system before being discharged into the environment; and</i> <i>air discharged into the environment does not contain any visible dust or more than 50 milligrams of particulate matter per cubic metre.</i> <i>If the ventilation and dust extraction system for a blasting chamber includes a wet scrubber the operator must ensure that —</i> <i>waste water from the scrubber is drained into, and contained in, settling tanks or ponds until all particulate matter has settled out; and</i> <i>the settling ponds or tanks are emptied as often as necessary to ensure their efficient operation.</i>	Yes	The blast chamber is fitted with a mechanical ventilation and dust extraction system that ensures all air from the chamber is filtered prior to local exhaust inside the building. The filter is designed to remove particulate matter down to less than 50 mg/m³. The dust extraction system uses a dry fabric filter and not a wet scrubber.

Regulation	Requirement	Premises compliant	Comments
6	<i>Abrasive blasting in the open</i> <i>An operator must not carry on abrasive blasting in the open unless it is carried on in such a manner that no visible dust escapes from the premises at which the blasting is carried on (or if there are no defined boundaries to the premises, no such dust escapes onto any place to which the public has access).</i>	N/A	All abrasive cleaning is carried out using the blast chamber,, which is inside the Processing Warehouse B. No abrasive blasting is carried out in the open.
7	<i>Abrasive blasting in or near aquatic environments</i> 1. <i>This regulation only applies to abrasive blasting operations which involve the use or removal of organotin or other heavy metal protective coatings.</i> 2. <i>An operator must not carry on abrasive blasting in or near an aquatic environment unless the size, shape, position or location of the object being blasted makes it impracticable to move the object out of, or away from, that environment.</i> 3. <i>An operator carrying on abrasive blasting in or near an aquatic environment must ensure that all water which may contain waste material is drained into, and contained in, an impervious holding sump until it is disposed of in accordance with regulation 8.</i> 4. <i>An operator must ensure that —</i> a. <i>any overflow from the holding sump will drain into a soakwell; and</i> b. <i>the holding sump and soakwell are emptied as often as necessary to ensure their efficient operation.</i>	N/A	The premises does not carry out abrasive blasting that involves the use or removal of organotin or other heavy metal protective coatings, and is not located in or near aquatic environments.
8	<i>Waste disposal</i> <i>An operator must ensure that —</i> a. <i>all waste material is cleaned up at the conclusion of each abrasive blasting operation;</i> b. <i>no waste material escapes from the premises at which the blasting is carried on (or if there are no defined boundaries to the premises, no waste material escapes onto any place to which the public has access); and</i> c. <i>all waste material is disposed of at an appropriate landfill site or waste treatment facility the occupier of which holds a licence under Part V of the Act in respect of that site or facility.</i>	Yes	The abrasive cleaning area is cleaned at the end of day (if used). Captured dust in the filtration system is collected and stored in sealed containers prior to removal off-site by a waste services contractor (Cleanaway) to an appropriately licensed waste disposal or recovery facility.

Appendix E Steel Shot Material Safety Data Sheet



STEEL SHOT

IDENTIFICATION

Product Name: Steel Shot

Other Names:

Recommended Use: Cleaning and strengthening of metal surface. Restrictions on use: Do NOT use it in an application which may contaminate food or do harm to human health.

Supplier: BlastOne International

Address: 57 Alexandra Place, Murarrie, Queensland, Australia 4172

Telephone Number: (07) 3329 5000

Fax Number: (07) 3329 5066

E-mail: sales.au@blastone.com

Emergency Number: 13 11 26 (Poison Information Centre)

HAZARDS IDENTIFICATION

Balls or ball-like granules. It has many colors and is odorless. The product is not flammable and has no special danger. GHS hazard classification per GB 30000. 2-2013~GB 30000. 29-2013

COMPOSITION/INFORMATION ON INGREDIENTS

INGREDIENTS	CAS NUMBER	WEIGHT [%]
Iron	7439-89-6	98%
Othes	-	2%

FIRST AID MEASURES

Persons using this product should consult a physician or other medical professional if an accident involving this product in injury. Specific first-aid measures are as follows:

Eye: Rinse continuously with water for several minutes. Remove contact lenses if present and easy to do-continue rinsing. If eye irritation persists: get medical advice/attention.

Inhalation: Remove victim to fresh air and keep at rest in a position comfortable for breathing.

Skin Contact: No special measures as there is no hazard for normal contact.

Ingestion: Rinse mouth. Do not induce vomiting without professional instruction.

Personal Protective Equipment: Recommend wearing protective gloves (e.g. rubber gloves). Wear respirators and safety goggles when exposure limits are exceeded or working in a dusty environment.

FIRE FIGHTING MEASURES

Extinguishing Media:	In case of a fire, use dry chemical for small fire; water fog, foam or CO2 for large fire. Seek advice from local fire-fighting authority. Seek advice from local fire-fighting authority.
Special Fire-Fighting Method (This is for fire caused by other ignition sources):	For initial fire, use dry powder, carbon dioxide, etc. For large fire, it is effective to use fire foam, etc. to shut off air supply. Fire-fighters must wear self-contained breathing apparatus and full protective equipment (e.g. fire-retardant clothing). Deny unnecessary entry to the place around the fire. Remove containers from fire area if it can be done without risk. Cool surrounding facilities, etc. with water spray. Extinguish fire from upwind, and the fire extinguishing method should be appropriate to the situation in the surroundings.

ACCIDENTAL RELEASE MEASURES

Personal:	Use proper personal protective equipment as indicated in Section 8.
Environmental:	Keep collected waste out of municipal sewers and open bodies of water. Comply with local and national laws and regulations.
Collection:	Collect it into a proper container for disposal. Avoid generating dust during collection and clean-up.

HANDLING AND STORAGE

Precautions:	Wash hands thoroughly after handling. Avoid damage of packaging or containers during handling.
Storerooms:	Store it in a well-ventilated, cool and dry store room. The storeroom should be equipped with proper facilities for accidental leakage and fire.
Packing Material:	Plastic or paper bags contained in cardboard boxes.

EXPOSURE CONTROLS/PERSONAL PROTECTION

Monitoring Method:	The hazardous substances should be monitored per GBZ 159 "Sampling code for monitoring of hazardous substances in workplace air". The well-accepted monitoring methods of other countries are also can be adopted .
Engineering Controls:	Use process enclosures, local exhaust ventilation, or other engineering controls to keep airborne levels below recommended exposure limits. Install washer eyes and safety showers near to the handling and storage area.
Personal Protection:	Recommend wearing protective gloves for industrial hygienic purpose. Wear safety glasses when working in a dusty environment.
General/Hygienic Measures:	Keep away from foodstuffs, beverages and feed. Wash hands before breaks and at the end of work. Avoid contact with eyes and skin.

PHYSICAL AND CHEMICAL PROPERTIES

Form:	Balls or ball-like granules.
Colour:	Silvery white/silvery gray/ brilliant blue
Odour:	Odorless
Boiling Point:	1480°C
Density:	≥7.0g/cm³
Solubility in Water:	Insoluble in water
Flammability:	Not classified as flammable solid



STABILITY AND REACTIVITY

- Chemical Stability:** Stable under normal temperatures and pressures.
- Conditions to Avoid:** No special requirement for this product.
- Incompatible Materials:** No special requirement for this product.
- Decomposition:** No hazardous decomposition products are found.
- Hazardous Reactions:** The product is not flammable. No special danger is found.

TOXICOLOGICAL INFORMATION

Product Toxicity Data: The toxicity data of this product has not been determined by testing or research, but to our best knowledge and reference, this product is not a toxic product.

Ingredient(s)/Product	CAS#	LD 50/LC 50 (median lethal dose)
Iron	7439-89-6	Acute toxicity (Oral) LD ₅₀ >20,000 mg/kg (rat) Data source: ECHA Acute toxicity (Inhalation, dust) LD ₅₀ >100 mg/m ³ /6h (rat) Data source: ECHA

ECOLOGICAL INFORMATION

- Ecotoxicity:** No data available for the whole product.
- Persistence:** No data available.
- Degradability:** No data available.
- Bioaccumulative:** No data available.
- Mobility in Soil:** As it is in solid status, it can hardly move in soil.

DISPOSAL CONSIDERATIONS

- Chemical Waste:** Transport to specialized waste disposal sites for disposal. It must strictly follow local regulations for disposal.
- Contaminated Packaging:** The container or packaging may remain noxious substance and should be disposed as a hazardous waste.
- Cautions for Disposal:** Do not allow product to reach sewage system. Do not throw it into any open bodies of water. Waste recycling must be operated strictly according to relevant regulations.

TRANSPORT INFORMATION

- Proper Shipping Name:** Not regulated.
- Hazard Class:** Not classified.
- UN Code:** Not regulated.
- Packing Group:** Not classified.
- Packing Group Symbol:** Not classified.
- Marine Pollutant (Yes/No):** No
- EMS No.:** Not regulated.

Note: Check whether the package is completed or sealed before transporting; make sure there are no damage and no falling down of packages during transporting; the transport vehicle should be equipped with fire-fighting equipments and emergency facilities for handling with release; do NOT transport this product together with incompatible substances.



REGULATORY INFORMATION

Production Safety Law (China):	As for safe production and management, emergency handling and legal liability, comply with relevant provisions of this law.
Occupation Disease Prevention Law (China):	As for precautions, prevention, management and occupational disease diagnosis, comply with relevant provisions of this law.
The Environment Protection Law (China):	As for the prevention of environment pollution and environment protection, comply with relevant provisions of this law.
TSCA (Toxic Substance Control Act):	Iron (CAS: 7439-89-6) is listed in the U.S. Toxic Substances Control Act Chemicals Substance Inventory List.
Clean Water Act:	None of the chemicals in this product are listed as Hazardous Substances under the CWA. None of the chemicals in this product are listed as Priority Pollutants under the CWA.

OTHER INFORMATION

Note: The information supplied does not constitute the user’s own assessment of workplace risk as required by other Health and Safety legislation.

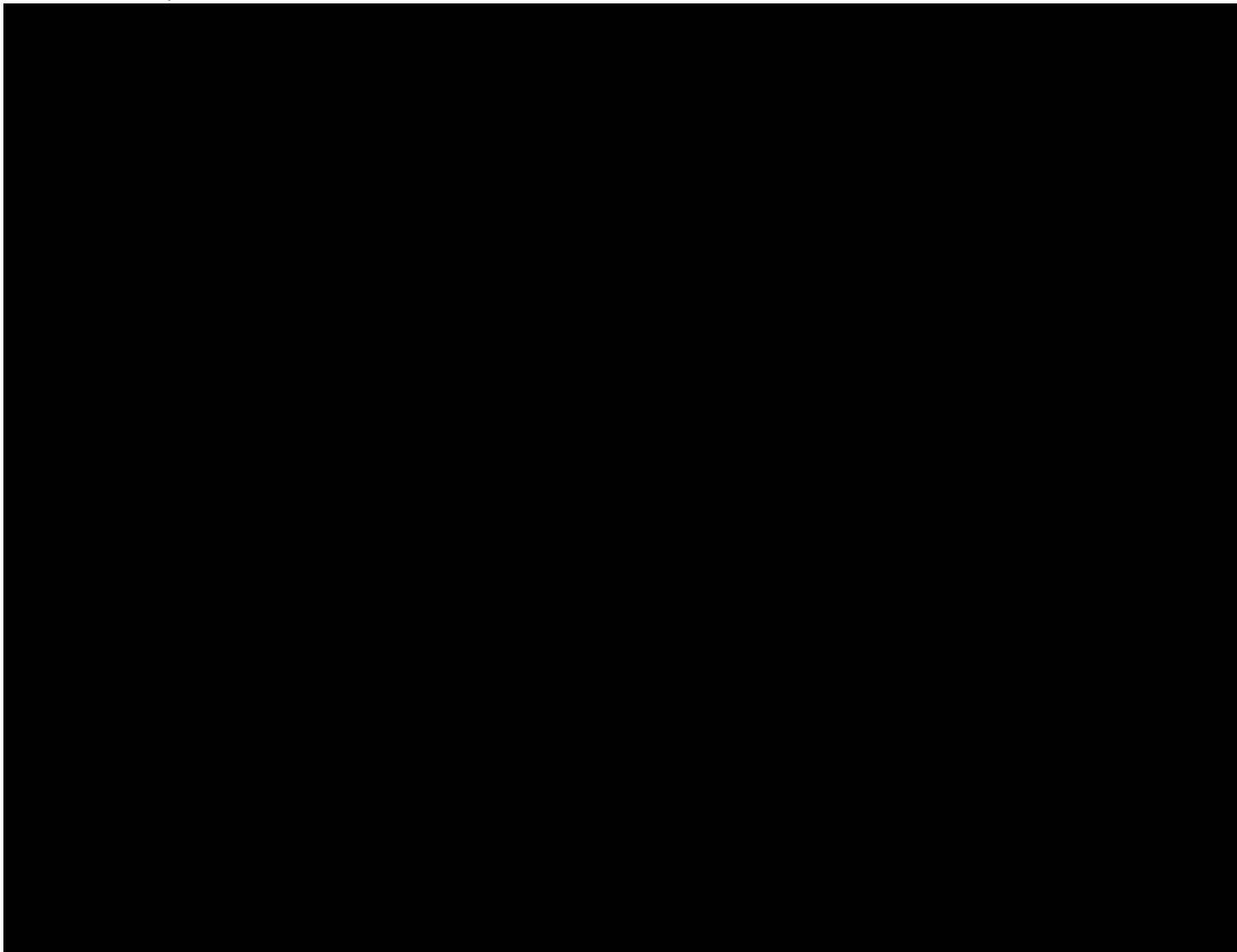
This SDS has been prepared by BlastOne International, has taken all due care to include accurate and up-to-date information, but does not provide any warranty as to accuracy or completeness. As far as lawfully possible, BlastOne International accepts no liability for any loss, injury or damage (including consequential loss) which may be suffered or incurred by any person as a consequence of their reliance on the information contained in this SDS.

Date of Issue: 26th September 2023

67635 L01 W6968 ECR Rev0

Final Audit Report

2025-04-22



Adobe Acrobat Sign

Attachment 8B: Site layout plan

General Notes

No.	Revision/Issue	Date

Firm Name and Address

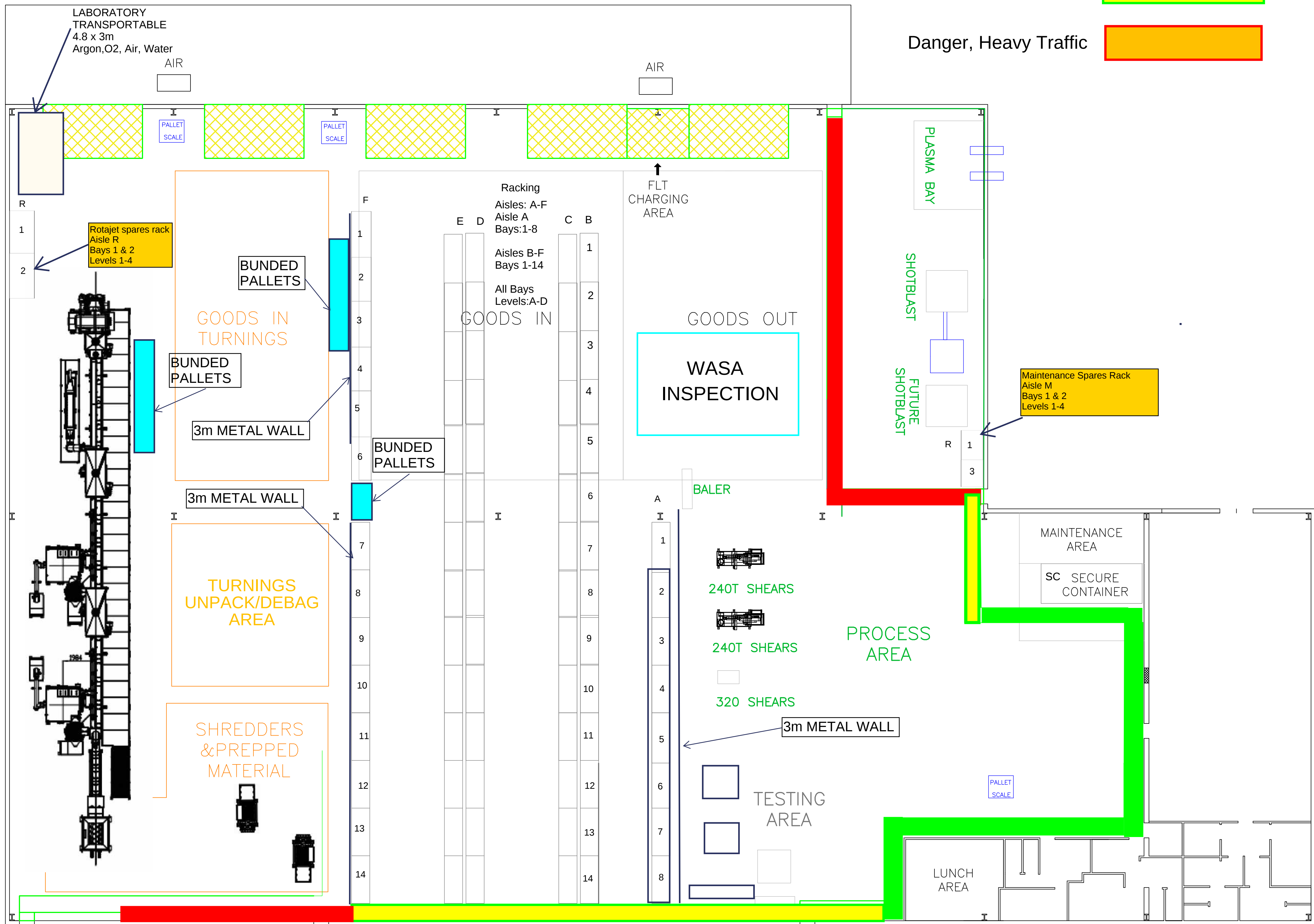
Project Name and Address
ICDSA
Warehouse B, 204-208
Bannister Road
Canning Vale, Perth, WA

Project Site Layout	Sheet ##
Date 11/6/24	
Scale As Noted	

Guard Rail /Safe Location

Beware, Shared Traffic

Danger, Heavy Traffic



Attachment 8C: Noise assessment report



MARSHALL DAY
Acoustics



ICD SUPERALLOYS CANNING VALE
NOISE ASSESSMENT

Rp 001 20250397 | 24 June 2025

Project: ICD SUPERALLOYS CANNING VALE

Prepared for: ICD Superalloys Australia Pty Ltd
Unit B 204-208 Bannister Road
Canning Vale WA 6155

Attention:



Report No.: Rp 001 20250397

Disclaimer

Reports produced by Marshall Day Acoustics Pty Ltd ATF Marshall Day Unit Trust are based on a specific scope, conditions and limitations, as agreed between Marshall Day Acoustics and the Client. Information and/or report(s) prepared by Marshall Day Acoustics may not be suitable for uses other than the specific project. No parties other than the Client should use any information and/or report(s) without first conferring with Marshall Day Acoustics.

The advice given herein is for acoustic purposes only. Relevant authorities and experts should be consulted with regard to compliance with regulations or requirements governing areas other than acoustics.

Copyright

The concepts and information contained in this document are the property of Marshall Day Acoustics Pty Ltd ATF Marshall Day Unit Trust. Use or copying of this document in whole or in part without the written permission of Marshall Day Acoustics constitutes an infringement of copyright. Information shall not be assigned to a third party without prior consent.

Document Control

Status:	Rev:	Comments	Date:	Author:	Reviewer:
Issued	-	-	24 Jun 2025		

TABLE OF CONTENTS

1.0	INTRODUCTION	4
2.0	SITE DESCRIPTION	4
3.0	ASSESSMENT CRITERIA	5
3.1	Environmental Protection (Noise) Regulations 1997	5
3.1.1	Assigned Noise Levels	6
3.1.2	Intrusive or Dominant Noise Characteristics	6
4.0	METHODOLOGY	7
4.1	Site conditions	7
4.2	Facility operations	7
4.3	Survey locations	7
4.4	Equipment	8
5.0	ASSESSMENT RESULTS	9
6.0	CONCLUSION	9

APPENDIX A GLOSSARY OF TERMINOLOGY

APPENDIX B ASSIGNED LEVEL CALCULATIONS

APPENDIX C NOISE SURVEY EQUIPMENT DETAILS

APPENDIX D PHOTOS OF NOISE GENERATING EQUIPMENT AND SITE

1.0 INTRODUCTION

ICD Superalloys Australia Pty Ltd (ICD) has engaged Marshall Day Acoustics Pty Ltd (MDA) to undertake noise validation monitoring at ICD's Canning Vale facility.

ICD was granted a works approval to develop the new facility at 204-208 Bannister Road, Canning Vale and commenced Time Limited Operations under the works approval on 23 April 2025.

The facility comprises a newly built industrial warehouse and provides processing capabilities for various minor metals. The facility is equipped with processing equipment including a plasma-cutting station, a shot blasting booth and a metal turnings shredder and wash plant.

Condition 19 of the works approval requires noise validation to be carried out at the premises once time limited operations has commenced. The condition requirements are as follows:

Noise validation

19. Within 60 days of the commencement date of time limited operations, the works approval holder must retain the services of a person qualified and experienced in the area of environmental noise assessment and who by their qualifications and experience is eligible to hold membership of the Australian Acoustical Society or the Australian Association of Acoustical Consultants to:
 - (a). investigate the nature and extent of noise emissions from the premises;
 - (b). assess in accordance with the methodology required in the *Environmental Protection (Noise) Regulations 1997*, the compliance of the noise emissions from the primary activities, against the relevant assigned levels specified in those Regulations; and
 - (c). compile and submit to the works approval holder within 4 months of the commencement date of time limited operations a report in accordance with condition 20.
20. A report prepared pursuant to condition 19(c) is to include:
 - (a). a description of the methods used for monitoring and/or modelling of noise emissions from the premises;
 - (b). details and the results of the investigation undertaken pursuant to condition 19(a);
 - (c). details and results of the assessment of the noise emissions from the premises, against the relevant assigned levels in the *Environmental Protection (Noise) Regulations 1997* undertaken pursuant to condition 19(b); and
 - (d). an assessment of noise levels against the most recent previous noise assessment.

2.0 SITE DESCRIPTION

The facility is located at 204-208 Bannister Road, Canning Vale in the City of Canning, approximately 22 km southeast of the Perth CBD. It is situated in an industrial area with the nearest receiver being an industrial premises at 61 Baile Road. The nearest noise sensitive receivers are over 600 m northwest.

The facility is shown in Figure 1 with the nearest industrial receiver considered in this assessment labelled. The nearest residential receivers are also labelled for reference. Noise to these receivers is discussed but has not been assessed in detail.

Figure 1: Site and surrounds (image from Metromap)



3.0 ASSESSMENT CRITERIA

3.1 Environmental Protection (Noise) Regulations 1997

External noise emission from facility equipment and other noise sources is governed by the *Western Australia Environmental Protection (Noise) Regulations 1997* (the Noise Regulations). The Noise Regulations are a “prescribed standard” under the *Environmental Protection Act 1986*.

The assessment of noise emission under the Noise Regulations is based on external noise level limits that apply at a receiver position. The calculation of the noise level limits takes into account the local road network, the land use in the surrounding area and the time of day. These noise level limits are known as ‘assigned noise levels’.

The noise emissions are assessed over an assessment period which can be between fifteen minutes and four hours. The assessment period must be appropriate for the assessment of the emission and depends on the type and character of the noise source(s).

The assigned noise levels are defined in terms of statistical A-weighted and Slow-weighted sound pressure levels and are:

- L_{A10} , this is the noise level not to be exceeded for more than 10% of the assessment period
- L_{A1} , this is the noise level not to be exceeded for more than 1% of the assessment period
- L_{Amax} , this is the noise level not to be exceeded at any time.

In determining the assigned noise levels applicable to the development, reference has been made to town planning scheme maps available from the following source:

- City of Canning Local Planning Scheme No. 42 Map 10 (accessed 18/06/2025)

3.1.1 Assigned Noise Levels

The assigned noise levels applicable to the nearest representative receiver described in Section 2.0 are presented in Table 1. Refer to Appendix B for further details on the assigned levels.

Table 1: Summary of Assigned Noise Levels – 61 Baile Road

Type of Premises Receiving Noise	Time of Day	Assigned Noise Level (dB)		
		L _{A10}	L _{A1}	L _{Amax}
Industrial and utility premises	All hours	65	80	90

3.1.2 Intrusive or Dominant Noise Characteristics

Noise emissions can sometimes contain characteristics that are considered intrusive or dominant. The characteristics, as defined in the Noise Regulations, are tonality, modulation and impulsiveness. Adjustments apply where these characteristics are present at receivers and they cannot be reasonably and practically removed by techniques other than attenuating the overall level of the noise emission.

These adjustments are presented in Table 2. They are cumulative to a maximum of 15 dB.

Table 2: Adjustments for Annoying characteristics

Where tonality is present	Where modulation is present	Where impulsiveness is present
+5 dB	+5 dB	+10 dB

4.0 METHODOLOGY

An attended noise survey was conducted at the facility on between 1030 and 1200 hours on Monday 17 June 2025 to inspect equipment and measure operational noise emissions.

4.1 Site conditions

The site was operating at normal capacity and weather conditions were suitable for the survey. Ambient noise levels in the area are relatively high due to other industrial facilities and some aircraft flyovers were also observed. Survey data was not significantly affected by extraneous noise.

4.2 Facility operations

The facility operations were discussed with the operator to inform scenarios for the assessment. It is understood that the scenarios are representative of typical and worst-case operations for noise.

Significant noise sources are a plasma-cutting station, a shot blasting booth and a metal turnings shredder and wash plant, all located within the facility, with roller doors located on the east side of the site.

During the noise survey, the metal turnings wash plant was continuously operational and was the dominant noise on site. Other equipment was operated for short durations so that controlled noise measurements could be obtained. The assessed operating scenarios are outlined in Table 3.

Table 3: Operating scenarios

Scenario	Equipment/operations			
	Metal turnings wash plant	General activity (sorting, etc.)	Shredder and forklift	Shot blasting and plasma cutting
1	✓	✓	✗	✗
2	✓	✓	✓	✗
3	✓	✓	✗	✓

Scenario 1 is understood to represent typical operations for the site.

The operations in scenarios 2 and 3 are understood to be less common. A conservative approach to the assessment has been undertaken, assessing each scenario against the L_{A10} assigned levels for 15-minute assessment periods.

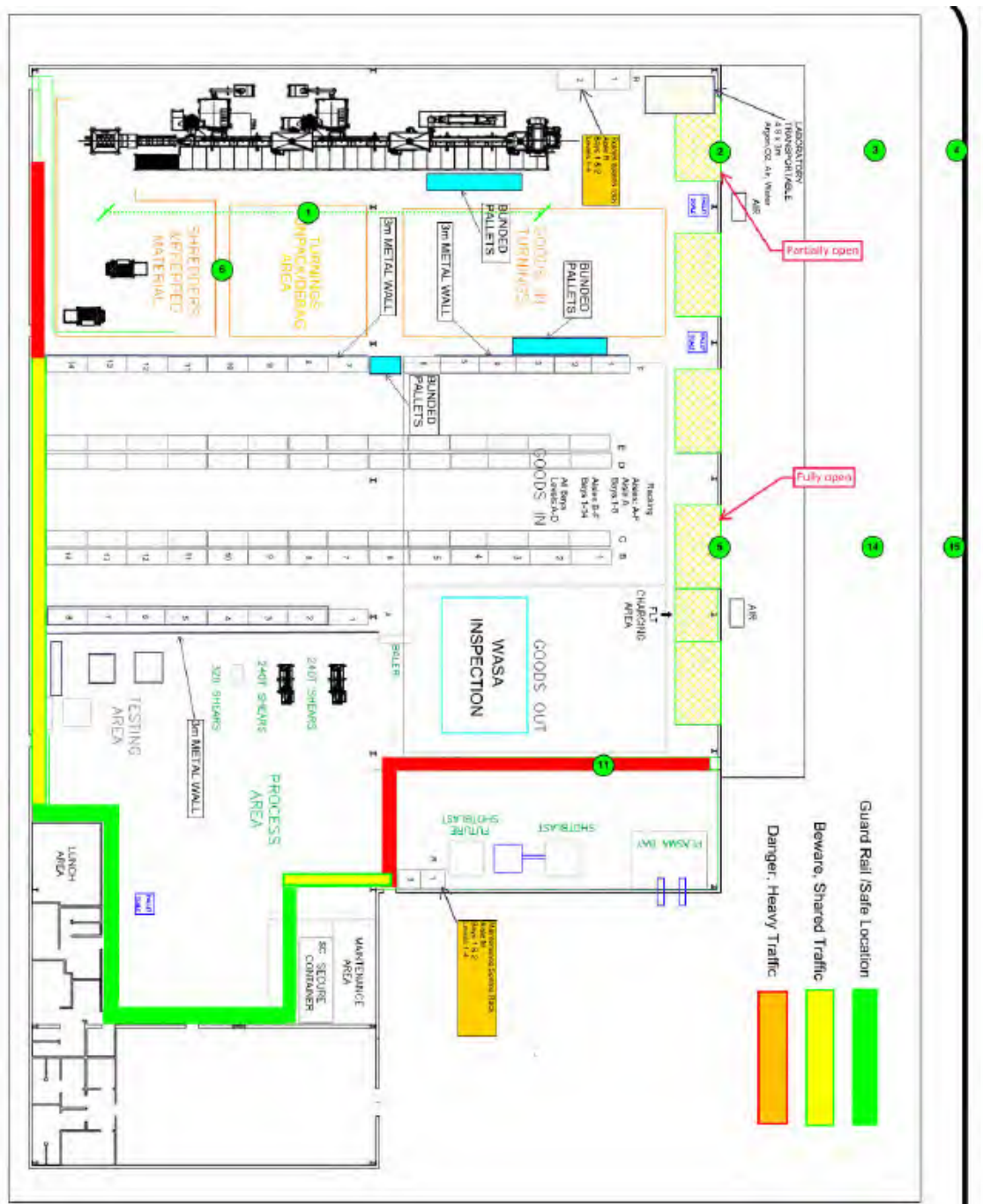
The operator advises that the shredder cannot operate at the same time as the shot blasting due to the facility's power setup. As such, scenarios 2 and 3 are considered to represent typical worst-case scenarios for the facility operations.

There were no deliveries or collections during the site survey. It is understood that large deliveries and collections are via container trucks, which occur once a week on average. Couriers using medium rigid vehicles (MRVs) and vans access the site approximately 2-3 times a day. Based on this, noise from vehicles is not considered to be a significant source for the site.

4.3 Survey locations

Figure 2 shows where noise measurements were taken, including at the site boundary (points 4 and 15) which represent the nearest possible receiver. Additional measurements were also taken near the noise sources and at various points within the facility to validate source levels.

Figure 2: Facility layout plan with 9 noise measurement positions indicated by the green numbers



One of the roller doors on the eastern side of the facility was fully open, and a second roller door was partially open. A pedestrian door was also open. The doors can be seen in Figure 7 (see Appendix D).

4.4 Equipment

Equipment details used for the survey are provided in Appendix C.

5.0 ASSESSMENT RESULTS

Table 4 presents the assessment noise levels at the site boundary from the assessment scenarios.

Table 4: Noise assessment result at site boundary (L_{A10} dB)

Scenario	Operational noise sources	Noise level at site boundary	Assigned level	Exceedance
1	Metal turnings wash plant	57	65	No
2	Metal turnings wash plant, shredder and forklift	60	65	No
3	Metal turnings wash plant, shot blasting and plasma cutting	60	65	No

The following is noted:

- The assessable noise levels are 5-8 dB below the assigned level at the site boundary.
- Tonality and other annoying characteristics were not observed during the survey; however, it is noted that the margins for compliance are such that compliance would not be affected by a +5 dB adjustment for tonality.

The maximum noise level during the survey was observed when metal was dropped onto a sorting table while the wash plant was operating. The operator advised that the noise was atypical and would not typically occur more than once or twice per day.

An assessment of this noise at the boundary is presented in Table 5.

Table 5: Maximum noise emission at site boundary (L_{Amax} dB)

Operational noise source	Noise level at site boundary	Assigned level	Exceedance
Metal turnings wash plant and metal dropped	77	90	No

It was not verified on site whether the noise would attract an impulsiveness adjustment at the nearest receiver, however, it is noted that a +10 dB adjustment would not affect compliance.

The outcomes show that noise emissions from the primary activities at the ICD facility comply with relevant assigned levels at the nearest industrial premises.

Noise to more distant receivers including the nearest residential premises will also be achieved.

6.0 CONCLUSION

Marshall Day Acoustics was engaged to provide a noise assessment for the new ICD Superalloys facility at 204-208 Bannister Road, Canning Vale, WA. The facility is equipped with processing equipment including a plasma-cutting station, a shot blasting booth and a metal turnings shredder and wash plant. On 23 April 2025, ICD commenced Time Limited Operations of the facility under the works approval.

Marshall Day Acoustics conducted a noise survey in accordance with Condition 19 of the works approval. Noise emissions were found to be 5-8 dB below the L_{A10} assigned level and 13 dB below the L_{Amax} assigned level, demonstrating compliance with *Western Australia Environmental Protection (Noise) Regulations 1997* during typical worst-case operations and additional peak noise emission scenarios.

APPENDIX A GLOSSARY OF TERMINOLOGY

dB	<u>Decibel</u> The unit of sound level. Expressed as a logarithmic ratio of sound pressure P relative to a reference pressure of $P_r=20 \mu\text{Pa}$ i.e. $\text{dB} = 20 \times \log(P/P_r)$
dB(A)	The unit of sound level which has its frequency characteristics modified by a filter (A-weighted) so as to more closely approximate the frequency bias of the human ear.
$L_{Aeq}(t)$	The equivalent continuous (time-averaged) A-weighted sound level. This is commonly referred to as the average noise level. The suffix "t" represents the time period to which the noise level relates, e.g. (8 h) would represent a period of 8 hours, (15 min) would represent a period of 15 minutes and (2200-0600) would represent a measurement time between 10pm and 6am .
$L_{A10}(t)$	The A-weighted noise level equalled or exceeded for 10% of the measurement period. This is commonly referred to as the average maximum noise level. The suffix "t" represents the time period to which the noise level relates, e.g. (8 h) would represent a period of 8 hours, (15 min) would represent a period of 15 minutes and (2200-0700) would represent a measurement time between 10 pm and 7 am.
L_{A1}	The A-weighted sound level exceeded for 1% of the measurement period, measured in dB. Sometimes referred to as the typical maximum noise level.
L_{Amax}	The A-weighted maximum sound level. The highest sound level which occurs during the measurement period. Usually measured with a fast time-weighting i.e. L_{AFmax}
SPL or L_p	<u>Sound Pressure Level</u> A logarithmic ratio of a sound pressure measured at distance, relative to the threshold of hearing ($20 \mu\text{Pa}$ RMS) and expressed in decibels.

APPENDIX B ASSIGNED LEVEL CALCULATIONS

The determination of the Influencing Factor (IF) which affects the assigned levels applicable at the nearest residential receivers is based on the following:

- The area of commercial and industrial zoned land surrounding the receiver
- The number of major and secondary roads in proximity to the receiver

The procedure defined in the Noise Regulations considers the land use and road types with two circles centred on the receiver location, one of 450 m radius, and one of 100 m radius.

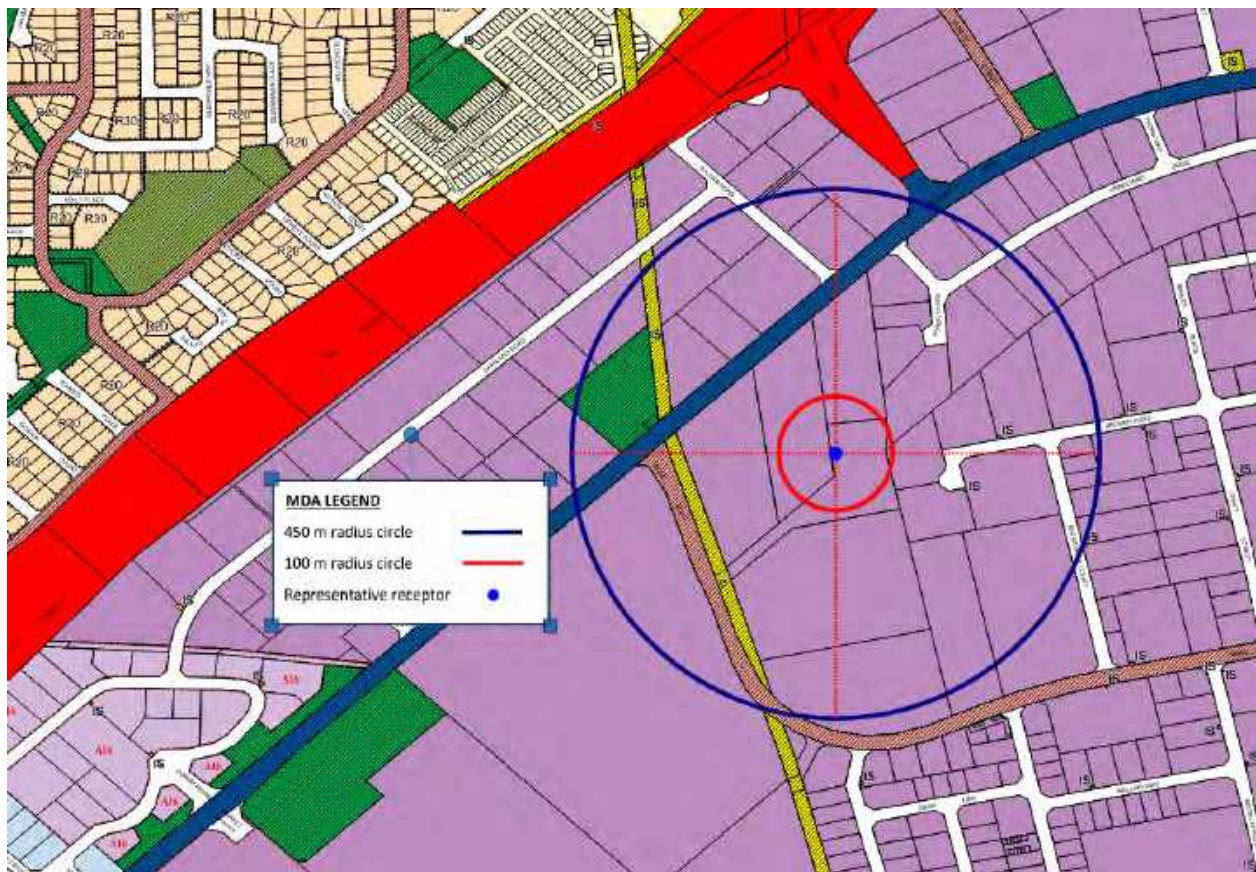
The land use has been determined from:

- City of Canning Local Planning Scheme No. 42 Map 10 (accessed 18/06/2025)

Transport factors of 6 dB and 2 dB apply if there are any Major Roads (a road carrying in excess of 15,000vpd) within the 100 m and 450 m circles respectively. For each Secondary Road (a road carrying in between 6,000 - 15,000 vpd) within the 100 m circle, a 2 dB transport factor applies. The total transport factor that is included in the IF is limited to 6 dB.

An extract of the map showing the two area circles surrounding 204-208 Bannister Road are presented in Figure 3.

Figure 3: Extract of Town Planning Map with 100 m and 450 m radius areas



As the circles enclose entirely industrial zoned land, the assigned levels are set in the Noise Regulations according to Industrial and utility premises assigned levels, and calculating the IF is not required.

APPENDIX C NOISE SURVEY EQUIPMENT DETAILS

The equipment used for both surveys is outlined in Table 6.

Table 6: Equipment used for noise survey

Item	Brand	Model	Serial number	Calibration date
Acoustic calibrator	Casella	CEL-110/1	340392	06/05/2025
Sound level meter	Brüel & Kjær	2250	2693808	06/05/2025

The calibration certificates for these items are below.



Certificate of Calibration

Certificate No: CAL/25/05/006 **Calibration Date:** 06/05/2025

Client: Marshall Day Acoustics Pty Ltd
Address: 6/448 Roberts Road, Subiaco, WA, 6008

Description: Acoustic Calibrator **Specified Sound**
Manufacturer: Casella **Pressure Levels:** 94, 114 dB
Model: CEL-110/1
Serial: 340392 **Specified Frequencies:** 1000 Hz
Adaptors: 1/2 inch

Tests performed The sound pressure level(s), frequency(ies) and total distortion of the calibrator have been checked against the requirements of AS IEC 60942 - 2004 Annex B

Test Results

Parameter	Measured Value	Expanded Measurement Uncertainty [†]	
Sound Pressure Level 1	94.09	0.14 dB	Complied Class 1
Sound Pressure Level 2	114.03	0.14 dB	Complied Class 1
Frequency	1000.0	0.015 Hz	Complied Class 1
THD + N @ SPL 1	0.7	0.07 %	Complied Class 1
THD + N @ SPL 2	0.2	0.07 %	Complied Class 1

(Sound Pressure Levels are referred to a pressure of 20 micro-pascals)

[†] Measurement uncertainties are stated at the 95% confidence level, and have been calculated in accordance with the principles in the ISO Guide to the Expression of Uncertainty in Measurement. A coverage factor of 2 applies.

The results of the tests, calibrations and/or measurements included in this document are traceable to the International System of Units (SI). References are traceable to National Measurement Institutes or laboratories accredited to ISO/IEC 17025 by a signatory to the ILAC MRA.

Ambient Conditions

Temperature: 24.1 °C
Relative Humidity: 52%
Atmospheric Pressure: 1025 hPa



Accredited for compliance with ISO/IEC 17025 - Calibration.

Accreditation No. 12604.

Noise & Vibration Measurement Systems Pty Ltd ABN 14 009 380 158
112 Cambridge Street, West Leederville, WA 6007, Australia
PO Box 514, Wembley, WA 6913

Phone: (08) 9380 6933

e-mail: sales@nvms.com.au

1 of 2



Certificate of Calibration – Sound Level Meter

Report Reference:	SLM/25/05/006	Date of calibration:	06/05/2025
Client:	Marshall Day Acoustics Pty Ltd		
Address:	6/448 Roberts Road, Subiaco, WA, 6008		
Sound Level Meter:	Brüel & Kjær 2250	Microphone:	Brüel & Kjær 4189
Meter Serial No:	2693808	Microphone Serial No:	2907360
Meter Class:	1	Preamplifier:	Brüel & Kjær ZC-0032
Hardware Version:	3.0	Preamplifier Serial No:	11957
Software Version:	4.7.5	Filters:	Integral Octave & 1/3 Octave Band
Channel/s tested:	N/A		

Procedures from AS/NZS IEC 61672.3:2019 were used to perform periodic tests.

Clause 10	Indication at the calibration check frequency	Complied
Clause 11	Self-generated noise	Checked
Clause 12	Acoustical tests of frequency weighting	Complied
Clause 13	Electrical tests of frequency weightings	Complied
Clause 14	Frequency and time weighting at 1kHz	Complied
Clause 15	Long-Term stability	Complied
Clause 16	Level linearity on the reference level range	Complied
Clause 17	Level linearity including level range control	N/A
Clause 18	Toneburst response	Complied
Clause 19	Peak C sound level	Complied
Clause 20	Overload indication	Complied
Clause 21	High-Level Stability	Complied

Where the instrument includes an Octave Band or 1/3 Octave Band Filter Set, performance characteristics were checked against the requirements of the following clauses of AS/NZS4476:1997:

Clause 4.4, 5.3	Relative Attenuation	Complied
-----------------	----------------------	-----------------

Primary test equipment:

Brüel & Kjær type 4226 multifunction calibrator S/N 2831080
Agilent Technologies HP33120A Waveform generator S/N US36006913

Environmental conditions – start of test: 24.1 deg C, 102.5 kPa, 50.8 %RH

Environmental conditions – end of test: 23.9 deg C, 102.5 kPa, 50.5 %RH

The sound level meter submitted for testing has successfully completed the Class 1 periodic tests of AS/NZS IEC 61672.3:2019, for the environmental conditions under which the tests were performed. As public evidence was available, from an independent testing organisation responsible for approving the results of pattern evaluation tests performed in accordance with AS/NZS IEC 61672.2:2019, to demonstrate that the model of sound level meter fully conformed to the requirements in AS/NZS IEC 61672.1:2019, the sound level meter submitted for testing conforms to the Class 1 requirements of AS/NZS IEC 61672.1:2019.

The results of the tests, calibrations and/or measurements included in this document are traceable to the International System of Units (SI). References are traceable to National Measurement Institutions or laboratories accredited to ISO/IEC 17025 by a signatory to the ILAC MRA.

The calibration procedures followed are in accordance with the terms of the NATA accreditation of this laboratory.



Accredited for compliance with ISO/IEC 17025 - Calibration.

Accreditation No. 12604

Date of Issue

Noise & Vibration Measurement Systems Pty Ltd
112 Cambridge Street, West Leederville, WA 6007, Australia
PO Box 514, Wembley, WA 6913

Phone: (08) 9380 6933
e-mail: sales@nvms.com.au

APPENDIX D PHOTOS OF NOISE GENERATING EQUIPMENT AND SITE

Figure 4: Metal turnings wash plant



Figure 5: Metal turnings shredder and forklift



Figure 6: Plasma cutting (left) and shot blasting (centre, right) equipment



Figure 7: Door positions during noise survey from site boundary



Attachment 10: Application fee calculation

Licence application fee components

Part 1: Premises component

Category	Description	Capacity	Capacity Range	Units
47	Scrap Metal Recovery	18,800 tonnes per year	More than 10,000 tonnes per year	100
61A	Solid waste facility		More than 10,000 but no more than 100,000 tonnes per year	45

Part 2: Waste component

No Part 2 waste discharge.

Part 3: Discharge component

No discharges of pollutants into air, onto land or into waters.

Total application fee

Component	Units	Unit fee	Fee
Part 1: Premises			
Part 2: Waste			
Part 3: Discharges			
Total			

© JBS&G

This document is and shall remain the property of JBS&G. The document may only be used for the purposes for which it was commissioned and in accordance with the Terms of Engagement for the commission.

Unauthorised use of this document in any form whatsoever is prohibited

Document Distribution

Rev No.	Copies	Recipient	Date
0	1: Electronic (draft)	ICD Superalloys (MS)	20/08/2025

Document Status

Rev No.	Author	Reviewer	Approved for Issue		
		Name	Name	Signature	Date
0	YS	JB	JB	On file	20/08/2025



Adelaide

Kaurna Country | 100 Hutt St,
Adelaide, SA 5000
T: 08 8431 7113

Brisbane

Turrbal/Yuggera Country | Level 37,
123 Eagle Street, Brisbane, QLD 4000
T: 07 3211 5350

Bunbury

Wardandi Country | 177 Spencer
Street Bunbury, WA 6230
T: 08 9792 4797

Canberra

Ngunnawal Country | Level 1, The Realm
18 National Circuit Barton, ACT 2600
T: 02 6198 3278

Darwin

Larrakia Country | Suite G1, Level 1,
48-50 Smith Street, Darwin NT 0800
T: 08 8943 0600

Hobart

Muwununa/Nuenon Country | L2, 137
Liverpool Street, Hobart TAS 7000
T: 03 6208 3700

Melbourne

Wurundjeri Country | Level 19,
31 Queen Street, Melbourne VIC 3000
T: 03 9642 0599

Newcastle

Awabakal/Worimi Country | 61 / 63
Parry Street Newcastle West, NSW 2302
T: 02 8245 0300

Perth

Whadjuk Country | Allendale Square,
Level 9, 77 St Georges Terrace, WA 6000
T: 08 9380 3100

Sydney

Gadigal Country | Level 1,
50 Margaret Street, Sydney, NSW 2000
T: 02 8245 0300

Wollongong

Dharawal Country | Suite 1A, 280 - 286
Keira Street, Wollongong, NSW 2500
T: 02 4225 2647