

Description:	TBLP pays for a 180mm diameter HDPE watermain along the western side of Spine Road (full length of road being constructed). TBLP pays for the watermain to be installed on the south-eastern corner of the roundabout.
Principal	TBLP
Timing:	30 November 2021
Engineer to the Contract	MSC
Payment proportion	TBLP: 100%
Total project cost estimate	\$x TBC

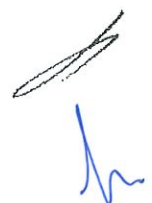
Project	Project 6: Temp Solution - 800lm Thrust
Description:	Average Daily Waste Flow l/s (ADWF) of temporary solution. Supply and installation of a rising main connection to the specifications and standards required by Watercare services limited to service the BRL & TBLP holdings
Principal	TBLP
Timing:	31 March 2022 ((subject to supplier issues and any covid-19 delays).
Engineer to the Contract	MSC
Payment proportion	BRL: 66% TBLP: 34%
Total project cost estimate	\$500,000

And any other projects/works added by the PSG subsequent to the signing of this Agreement

JOINT WORKS

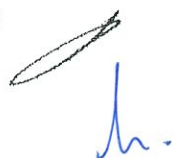
The Parties acknowledge and agree that there are no joint works to this Agreement.

INDEPENDENT WORKS



Spine Road - Design Including detailed design of the entire spine road corridor & EPA applications.	Property Boundaries.	Each developer pays for their own consultant (civil engineer) to develop the design for their segment of the Spine Road as defined by the property boundaries.
Spine Road - Build Includes - earthworks, road construction & landscaping of the entire spine road inclusive of footpath & berm.	Property Boundaries.	Each developer to pay for the roading within their respective boundaries. The pricing for each component of the road (as split by the property boundaries) would be itemised out and reviewed by each developer prior to letting. This would also enable a simultaneous EPA vesting process etc. Project management protocol and exact timing to be agreed.

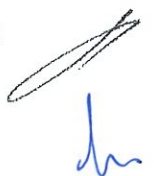
And any other projects/works added by the PSG subsequent to the signing of this Agreement



Schedule 3: Address for Service

BUILD RICH LIMITED (6342504)	
Key person:	Liang
Fax:	N/A
Address:	32 Henwood Road, Taupaki
Email	liang@buldrichnz.com

THE BOTANIC LIMITED PARTNERSHIP (50032660) (50032660)	
Key person:	Matthew Ellingham
Fax:	N/A
Address:	202 Coatesville Riverhead Highway
Email	matthew@matvin.co.nz



Schedule 4: Form of Escrow Deed

Escrow Deed

relating to the Infrastructure Funding Agreement for the proposed East Coast Height and TBLP development located at Silverdale, Auckland

Build Rich Limited

BRL

The Botanic Limited Partnership

TBLP

I 1

Escrow Agent



Deed dated

2020

Parties

Build Rich Limited (BRL) (Contributing Party/Beneficiary)

The Botanic Limited Partnership (TBLP) (Contributing Party/Beneficiary)

[PARTNERS] as the equity partners of [] acting by and through their authorised signatory [SIGNATORY] (Escrow Agent)

Introduction

- A BRL and TBLP are parties to the Agreement.
- B Pursuant to the Agreement, the parties have agreed that the Contributing Party is to pay the Escrow Amount, to the Escrow Agent, which is to hold the Escrow Amount for the Escrow Period (**Escrow**).
- C The parties wish to record the terms of the Escrow in this Deed.

Covenants

24. INTERPRETATION

Definitions: In this Deed the following words and expressions have the meaning set out alongside them.

Agency Works means the Agency Works under the Agreement;

Agent means the party specified as the agent or procurer for the Agency Works under the Agreement;

Agreement means the Infrastructure Funding Agreement between BRL and TBLP for the development of certain infrastructure for the common benefit of the parties' properties;

Beneficiary means [TBC – non-contributing party];

Contribution means:

- (A) 10% of the estimated total cost of the Joint Works under the Agreement; and
- (B) the full estimated cost of the Contributing Party's share of the Agency Works;

Construction Contract means a contract for the construction of infrastructure works entered into by the procuring party or parties;

Contractor has the meaning given to that term in clause 2 of the Agreement;

Contract Works has the meaning given to that term in the Construction Contract;

Contributing Party means [TBC – party paying in to the Escrow Account];

Commencement Date means the date of execution of this Deed;

Deed means this escrow deed;



Escrow Account means the solicitor's trust account operated by the Escrow Agent in accordance with the Lawyers and Conveyancers Act 2006 and the Lawyers and Conveyancers Act (Trust Account) Regulations 2008;

Escrow Agent means for the Escrow Account arranged by [TBC];

Escrow Period means the period from the Commencement Date until the date the Escrow Amount is fully disbursed in accordance with this Deed;

Interest means the interest accrued on the Escrow Amount and payable pursuant to clause 3.1 of this Deed;

Notice of Disbursement has the meaning given to that term in clause 2 of this Deed; and

Working Day means a day when trading banks are open for business other than a Saturday, Sunday or a public holiday in Auckland.

25. ESCROW ARRANGEMENTS

25.1 On the Commencement Date, the Contributing Party must pay to the Escrow Agent the Contribution and the Escrow Agent agrees that on and from the date that the Contribution is paid by the Contributing Party, the Escrow Agent is to hold such amounts in an on-call trust account.

25.2 The Contributing Party agrees to make additional payments to the Escrow Account should the available funds in relation to the Joint Works fall below 5% of the Contributing Party's proportion of the estimated amount payable for the Joint Works, whether by payment out, or an increase in the cost of the Joint Works by variation or escalation.

25.3 Within 5 Working Days of execution of this Agreement, and at three monthly intervals thereafter, the Contributing Party shall pay monies into the Escrow Account so that the Escrow Agent will hold

the full estimated cost of that party's share of the Agency Works which are to be procured, or which are ongoing, within the following 3 months, where that party is not the party entering into the construction contract for procuring the Agency Works.

25.4 Where the amount in the Escrow Account falls below the Contribution Amount, the Contributing Party must top up the Escrow Account at the next three monthly interval. If at any time there is insufficient funds in the Escrow Account for the payment of the outstanding invoice, the Beneficiary may serve notice on Contributing Party that is in default.

25.5 Any claims made on the Escrow Amount must be made in accordance with this clause 2.

25.6 Provided that it has received the following from the Beneficiary, the Escrow Agent is deemed instructed by BRL and TBLP to transfer the amount specified in the following situations, by way of bank cheque or direct credit to a bank account specified by the Beneficiary:

(d) a payment claim or payment schedule setting out the value of the works carried out for the benefit of the Contributing Party;

(e) confirmation from the Engineer to the Construction Contract to which the works relate, that:

(i) no payment schedule has been or can be issued in relation to the payment claim, updating the amount payable for the Contributing Party's works, or that the payment schedule reflects the amount which is payable for the Contributing Party's works; and

(ii) that the amount specified in the payment schedule or claim relates to the Contributing Party's works; or

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- (f) In relation to a claim or Invoice which is not related to the Construction Contract, but which relates to the works under the Agreement, confirmation from the Engineer to the Construction Contract that in the Engineer's opinion, the amount is payable by the Contributing Party.
- 25.7 The Escrow Agent shall release the funds within 5 Working Days of a request that complies with clause 2.6, subject first to completing any due diligence or other statutory requirements prior to making payment, which the Escrow Agent must do promptly and while keeping the Beneficiary informed
- 25.8 The provisions of clause 2.6 shall constitute written authority to pay all such amounts and further authority shall not be required for each payment out of the Escrow Account. The Escrow Agent may also act on and in accordance with written instructions jointly issued and signed by BRL and TBLP.
- 25.9 For the purpose of authorising the Escrow Agent to make the payments required, BRL and TBLP agree and acknowledge that the production to the Escrow Agent of a court order directing payment of a sum to the Contractor or to BRL or TBLP is sufficient and irrevocable instruction to and otherwise authorise the Escrow Agent to make a payment of such ordered sum provided that the court order is not subject to appeal or, in respect of any appeal right, the time to lodge any appeal has lapsed or expired.
- 25.10 Within 20 Working Days of the date all obligations of the Contractor under the Agreement are fully performed, or 31 October 2025 (whichever is earliest) BRL and TBLP shall jointly instruct the Escrow Agent, by notice in writing signed by both BRL and TBLP (**Notice of Disbursement**) to transfer any amounts still held by the Escrow Agent in the Escrow Account to such parties and in such amounts as is specified in the Notice of Disbursement. If a notice is not received in accordance with this clause 2.10, the Escrow Agent may disburse the funds to the Contributing Party.
- 25.11 Interest shall accrue for the benefit of the Contributing Party and any interest earned (less any taxes and commissions payable) on the Escrow Amount shall be paid to the account of the Contributing Party once the Escrow Account has been dissolved. .
- 25.12 Notwithstanding any other provision of this Deed, the Escrow Agent shall not be required to pay an amount out of the Escrow Account which is in excess of the funds available in the Escrow Account.
26. **INSTRUCTIONS**
- 26.1 Other than as set out in clause 2, the Escrow Agent shall not take instructions from any party in relation to this Deed or the Escrow Amount except where such instruction is in writing, issued by BRL and TBLP jointly, and signed by each of the parties.

27. ACKNOWLEDGEMENT

The Contributing Party and the Beneficiary acknowledge that the Escrow Agent acts for the Contributing Party generally in respect of the Agreement and it may in the future act for the Contributing Party, including without limitation in respect of any claims made by the Beneficiary against the Contributing Party for breaches of any provisions of the Agreement. The Escrow Agent shall not be in breach of this Deed by virtue of acting for the Contributing Party in respect of any claims made by the Beneficiary for breaches of any provisions of the Agreement

28. AUTHORITY TO EXECUTE

28.1 [SIGNATORY] agrees and warrants that he/she is duly authorised by each and every partner of [TBC] to enter into this Deed on behalf of each of the partners of [TBC] and that the execution of this Deed by [SIGNATORY] shall be deemed to bind each and every partner of [TBC] jointly and severally.

28.2 This Deed shall only be binding on the then current partners of [TBC]. If a partner leaves the Partnership, they shall be deemed to be released from all and any liability under this Deed.

29. LIMITATION OF LIABILITY

29.1 The duties of the Escrow Agent under this Deed are as specifically provided in this Deed and are purely administrative in nature.

29.2 The Parties acknowledge that, except in the case of fraud, negligence or breach of the terms of this Deed on the part of the Escrow Agent and to the extent permitted by law, the Escrow Agent shall not be liable or accountable in any circumstance whatsoever in relation to the matters contained in this Deed or the Agreement including, without limitation, any loss of or diminution in the Escrow Amount. Each party warrants that it shall not bring any claim of any nature whatsoever against the Escrow Agent for any matter related to this Deed including, without limitation, any loss or diminution in the Escrow Amount other than as a result of fraud, negligence or breach of the terms of this Deed.

29.3 The Escrow Agent may rely without enquiry on any payment schedule, certificate or notice received by it which appears to be issued by the Engineer, or court order, or written instructions pursuant to clause 2 of this Deed which appears to be signed by BRL and TBLP. The Escrow Agent shall not be obliged to inquire as to the accuracy of any amount specified for payment pursuant to clause 2, nor shall it be obliged to form any view on the merits or accuracy of any notice issued to it or court order received by it.

30. GENERAL

30.1 **Notices:** Every notice to be given under, or in connection with, this Deed shall be given in writing by:

- (g) Personal delivery; or
- (h) Mailing by pre-paid post, and shall be deemed to be given within two Working Days after (but exclusive of) the date of mailing; or
- (i) Facsimile transmission, and shall be deemed to be given at the time specified in the facsimile transmission report of the facsimile from which the transmission was made which evidences full transmission, free of errors, to the facsimile number of the party given notice, unless that party proves, that, contrary to the transmission report, it was not transmitted, or it was not transmitted in a complete and legible state, to that party's facsimile; or



- (j) Email transmission, and shall be deemed to be given to a recipient at the time of transmission of the recipient's reply confirming receipt of such email (provided that an automatic reply will not be deemed confirmation of receipt of an email), or when the recipient of such email orally confirms receipt to the sender, with the sender to keep records that evidence the time of notice in either case,

to the addresses specified by each party in the Agreement, or if to the Escrow Agent, to:

[CONTACT DETAILS],

Notwithstanding any other provision contained in this clause, any notice given after 5pm in the time zone applicable to the recipient, or on a day which is not a Working Day, shall be deemed to be given at 9am on the next Working Day.

For the avoidance of doubt, no notice may be given by email, except in the case of written confirmation from the Engineer that the Progress Payment Schedule received is not a provisional Progress Payment Schedule, which may be by email.

- 30.2 **Counterparts:** This Deed may be executed in any number of counterparts (including facsimile or pdf copies) and provided that every party has executed a counterpart, the counterparts together shall constitute a binding and enforceable agreement between the parties.
- 30.3 **Severance:** Any unlawful provision in this Deed will be severed, and the remaining provisions enforceable, but only if the severance does not materially affect the purpose of, or frustrate, this Deed.
- 30.4 **Further assurance:** Each party shall make all applications, execute all documents, and do all acts and things necessary to implement and to carry out its obligations under this Deed.
- 30.5 **Governing law:** This Deed shall be governed by, and construed in accordance with, the laws of New Zealand. The New Zealand courts have non-exclusive jurisdiction.
- 30.6 **Entire agreement:** This Deed and the Agreement constitutes the whole agreement between the parties as to the escrow arrangement and accordingly supersedes any previous agreement or correspondence in relation thereto. The parties acknowledge that no representations or warranties made by any party to this Deed will be binding unless such representations and/or warranties are recorded in writing.
- 30.7 **Modification:** No amendment or modification of any provision of this Deed shall be valid unless it is in writing and signed by the parties.
- 30.8 **Waiver:** The failure of any party to insist upon performance of any of the terms, conditions and provisions of this Deed shall not be deemed a waiver of future compliance by the party by which the same is required to be performed under this Deed and shall in no way prejudice the remaining provisions of this Deed. No waiver of any provision of this Deed shall be valid unless signed by the party granting such waiver.

Execution

Signed by [TBC] by:

Signature of director

Name of director

Signature of director

Name of director

Signed for and on behalf of each and every partner of [TBC] by their duly authorised agent [SIGNATORY] in the presence of :

Signature of witness

Name of witness

Occupation

Address

Signed by [TBC] by:

Signature of director

Name of director

Signature of director

Name of director



CONTINUITY AGREEMENT

Subcontract for [Project Title]

THIS AGREEMENT is made on20

Parties:

1.

(with its successors and permitted assigns called "Principal").

2.

(with its successors and permitted assigns called "Contractor").

3.

(with its successors and assigns called "Beneficiary")

INTRODUCTION

- A By an agreement dated the day of20 ("Infrastructure Funding Agreement") the Principal agreed to procure the carrying out of certain works which would be for the benefit of the Beneficiary and the Principal (Contract Works).
- B By an agreement dated the day of20 ("Construction Contract") made between the Principal and the Contractor, the Contractor agreed to carry out a portion of the Contract Works.
- C Pursuant to the provisions of the Infrastructure Funding Agreement the Construction Contract, it is a condition that the Contractor furnish a guarantee in favour of the Beneficiary.
- D The parties wish to record the manner in which the Beneficiary can take the place of the Principal in the Construction Contract.

The parties agree:

1 TERMINATION OR STEP IN NOTICE

- 1.1 If the Contractor is entitled for any reason to terminate the Construction Contract or assert that the Construction Contract is at an end, the Contractor must first give notice ("**Termination Notice**") to the Beneficiary stating:
- (a) that the Contractor desires to terminate the Construction Contract or assert that the Construction Contract is at an end;
 - (b) the ground or grounds upon which the Contractor relies for termination of the Construction Contract and details of events, act or omissions giving rise to those grounds for termination; and
 - (c) that the notice is a notice under this clause of this Agreement.

2 SUSPENSION PERIOD

Prior to and following receipt by the Beneficiary of a Termination Notice, the Contractor shall for a period of 30 days ("**Suspension Period**"):



- (a) not terminate the Construction Contract either under its express provisions or under any right at law or in equity or assert that the Construction Contract has been brought to an end; and
 - (b) be entitled to suspend the performance of its obligations under the Construction Contract, unless the Beneficiary instructs the Contractor to continue performing its obligations, at the Beneficiary's cost,
- unless the Beneficiary has consented to the Contractor taking such alternative steps or actions as proposed.

3 OBLIGATIONS DURING THE SUSPENSION PERIOD

During the Suspension Period:

- (a) if the Beneficiary has directed the Contractor to continue performing the Contract Works during the Suspension Period, the Beneficiary shall pay the Contractor all amounts which are due and payable for the Construction Contract works performed from the date of the Termination Notice;
- (b) the Beneficiary may notify the Contractor that it or a person nominated by the Beneficiary wishes to become a party to the Construction Contract and exercise all of the rights and powers, be liable for all obligations and liabilities of the Principal (as Beneficiary to the Construction Contract), in which case:
 - (i) the parties shall execute and deliver all necessary documentation and do all things necessary to allow the Beneficiary (or such other person) to assume the position of the Principal under the Construction Contract;
 - (ii) the Beneficiary shall pay the Contractor all unpaid amounts invoiced by the Contractor before the date of the Termination Notice (or Step In Notice) and shall perform (to the extent possible) all outstanding non-monetary obligations of the Principal unperformed under the Construction Contract as at the date of the Termination Notice (or Step In Notice); and
 - (iii) the event(s) or circumstance(s) giving rise to the Termination Notice shall be deemed to be remedied.

4 STEP IN NOTICE

4.1 If the Principal is in default under the Infrastructure Funding Agreement and the default:

- (a) does not relate to payment or is not remedied by clause 15.1 of the Infrastructure Funding Agreement; and
- (b) has not been remedied within 20 Working Days under clause 15.3 of the Infrastructure Funding Agreement,

the Beneficiary may give a notice to the Contractor (copied to the Principal) ("**Step In Notice**") stating:

- (i) the ground or grounds upon which the Principal is in default under the Infrastructure Funding Agreement with details of events, act or



omissions giving rise to that default; and

(li) that the notice is a notice under this clause this Agreement.

4.2 If the Principal disputes that a default has occurred in accordance with clause 4.1, the Principal may notify the Beneficiary that the notice is disputed within 5 Working Days.

4.3 Within 10 Working Days to 15 Working Days of the Step In Notice, the Beneficiary may issue a confirmation notice to the Contractor, copied to the Principal, confirming that the Step In Notice is to be actioned.

If a dispute notice has been issued by the Principal under clause 4.2, and the Beneficiary issues a confirmation notice, the Beneficiary shall indemnify the Principal for any costs or losses suffered or incurred as a result of the Beneficiary stepping in to the Construction Contract and any subsequent actions taken, if it is later determined that the Beneficiary was not entitled to serve a Step in Notice in accordance with clause 4.1.

4.4 If a confirmation notice is issued in accordance with clause 4.3, clause 3(b) shall apply as though the Beneficiary had notified the Contractor that it wishes to become a party to the Construction Contract. Where the Beneficiary fails to issue a confirmation notice under clause 4.3 within the timeframe required, there is nothing to stop the Beneficiary re-serving a Step In Notice in accordance with clause 4.1.

5 ASSIGNMENT

The Contractor agrees that the rights contained in this Agreement shall inure for the benefit of any company or joint venture in which the Beneficiary has an interest and may be assigned by the Beneficiary to any subsequent owner of the building or financier.

6 RETENTION MONIES

Compliance with the clauses of this Agreement is a deemed obligation under the Construction Contract which survives termination. For the purpose of obtaining any retention monies held on trust by the Principal or the administrator of the trust monies, the Contractor agrees that it will not have complied with its obligations triggering release of retentions where it has not complied with all the provisions of this Agreement.

Upon the insolvency of the Principal, the Beneficiary will administer any retention funds held on trust for the Contractor and transferred to it following cancellation of the Contract, in accordance with the provisions of the Construction Contracts Act 2002, where the Beneficiary exercises the right in clause 3 or 4 of this Agreement.

Where the Contractor has not complied with one of the provisions and it is not possible to remedy the breach, the Beneficiary will be entitled to set-off any



loss or damage suffered as a result of the breach from any retention monies held either by the Principal, an administrator or itself.

EXECUTED AS A DEED

[Principal] LIMITED by:)
)

Signature of director

Name of director

•

• Signature of director

•

• Name of director

[Contractor] LIMITED by:)
)

Signature of director

Name of director

•

• Signature of director

•

• Name of director

[Beneficiary] LIMITED by:)
)

Signature of director

Name of director

•

• Signature of director

•

• Name of director



Schedule 6: Form of Substitution Agreement

SUBSTITUTION AGREEMENT

[Project Title]

THIS DEED is made on20

[PRINCIPAL 1]

(with its successors and permitted assigns)

AND

[PRINCIPAL 2]

(with its successors and permitted assigns),

together the "Joint Principals"

AND

[CONTRACTOR]

(with its successors and assigns called "Contractor")

INTRODUCTION

- A By an agreement dated the day of20 ("**Infrastructure Funding Agreement**") the Joint Principals agreed to procure the carrying out of certain infrastructure works which would be for their mutual benefit.
- B By an agreement dated the day of20 ("**Construction Contract**") made between the Joint Principals and the Contractor, the Contractor agreed to carry out a portion of the Infrastructure works.
- C Pursuant to the provisions of the Infrastructure Funding Agreement and the Construction Contract, it is a condition that the Contractor furnish this guarantee in favour of the Joint Principals.

BY THIS DEED:

2 SUBSTITUTION NOTICE

If either of the Joint Principals is entitled for any reason to remove the other Principal as a party to the Construction Contract in accordance with the Infrastructure Funding Agreement, the non-defaulting Joint Principal ("**Serving Principal**") may give notice ("**Substitution Notice**") to the Contractor, copied to the other Joint Principal ("**Recipient Principal**"), stating:

- (a) that the defaulting Principal is to be removed as a Principal to the Construction Contract;
- (b) the ground or grounds upon which the Principal relies for the removal of the defaulting Principal and details of events, act or omissions giving rise to those grounds for such removal; and
- (c) that the notice is a notice under this Deed.

3 CONFIRMATION NOTICE

- 2.1 If the Recipient Principal disputes that a default has occurred in accordance with clause 1, the Recipient Principal may notify the Serving Principal that the notice is disputed within 5 Working Days.
- 2.2 Within 10 Working Days to 15 Working Days of the Substitution Notice, the Serving Principal may issue a confirmation notice to the Contractor, copied to the Recipient Principal, confirming that the Substitution Notice is to be actioned.

If a dispute notice has been issued by the Recipient Principal under clause 2.1, and the Serving Principal issues a confirmation notice, the Serving Principal shall indemnify the Recipient Principal for any costs or losses suffered or incurred as a result of the Serving Principal substituting the Recipient Principal from the Construction Contract and any subsequent actions taken, if it is later determined that the Serving Principal was not entitled to serve a Substitution Notice in accordance with clause 1.

- 2.3 If a confirmation notice is issued in accordance with clause 2.2,

4 OBLIGATIONS ON SUBSTITUTION

- 3.1 Following receipt by the Contractor of a confirmation notice in accordance with clause 2.2, the Recipient Principal shall be removed from the Construction Contract and the Serving Principal shall have the sole entitlements and obligations of the 'Principal' under the Construction Contract.
- 3.2 The parties shall execute and deliver all necessary documentation and do all things necessary to allow the Serving Principal to assume the position of the sole 'Principal' under the Construction Contract.
- 3.3 The Serving Principal will assume liability for the performance of all obligations of the Principal under the Construction Contract, as though it were the sole 'Principal' from the Date of Acceptance of Tender (as defined in the Construction Contract).
- 3.4 The Contractor shall have no further contractual liability to the Recipient Principal.

EXECUTED AS A DEED



[Principal 1] LIMITED by:)
)

Signature of director

Name of director

•

• Signature of director

•

• Name of director

[Principal 2] LIMITED by:)
)

Signature of director

Name of director

•

• Signature of director

•

• Name of director

[Contractor] LIMITED by:)
)

Signature of director

Name of director

•

• Signature of director

•

• Name of director



MfE Cleanfill Definition

The Ministry for the Environment has defined acceptable cleanfill material in the 2002 document 'A Guide to the Management of Cleanfills'

For regional plans it is expected that the discharge of materials in the following list could be considered as a permitted activity for cleanfills. For district plans the placement of these materials could be expected to be permitted in areas where the plan provides for cleanfilling activities.

Asphalt (cured) - Weathered (cured) asphalt is acceptable: After asphalt has been exposed to the elements for some time, the initial oily surface will have gone and the asphalt is considered inert.

Bricks - Inert - will undergo no degradation.

Ceramics - Inert.

Concrete (un-reinforced) - Inert material. Ensure that other attached material is removed.

Concrete (reinforced) - Steel reinforcing bars will degrade. However, bars fully encased in intact concrete will be protected from corrosion by the concrete. Reinforced concrete is thus acceptable provided protruding reinforcing steel is cut off at the concrete face.

Fibre cement building products - Inert material comprising cellulose fibre, Portland cement and sand. Care needs to be taken that the product does not contain asbestos, which is unacceptable.

Glass - Inert, and poses little threat to the environment. May pose a safety risk if placed near the surface in public areas, or if later excavated. The safety risk on excavation should become immediately apparent, so glass is considered acceptable provided it is not placed immediately adjacent to the finished surface.

Paunch grass - stomach contents from abattoir/freezing works.

Road sub-base - Inert.

Soils, rock, gravel, sand, clay, etc - Acceptable if free of contamination

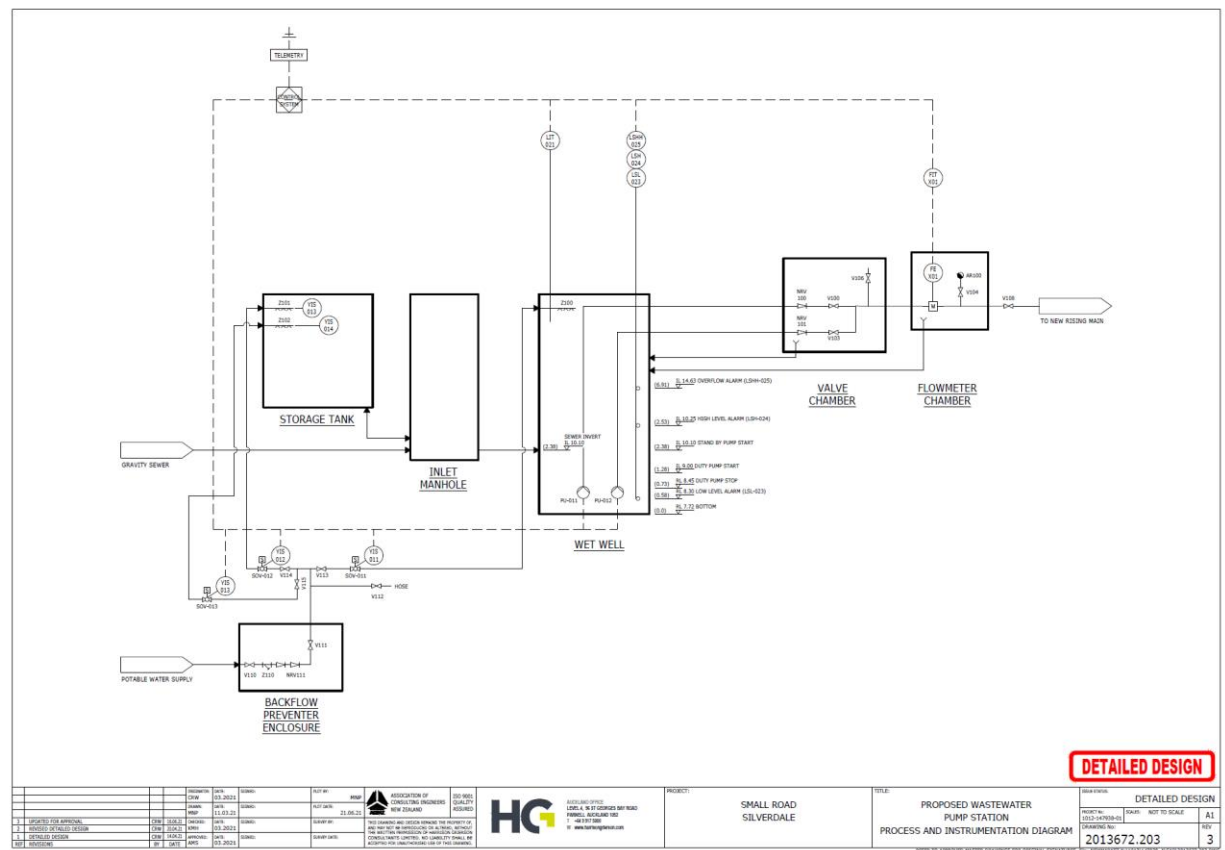
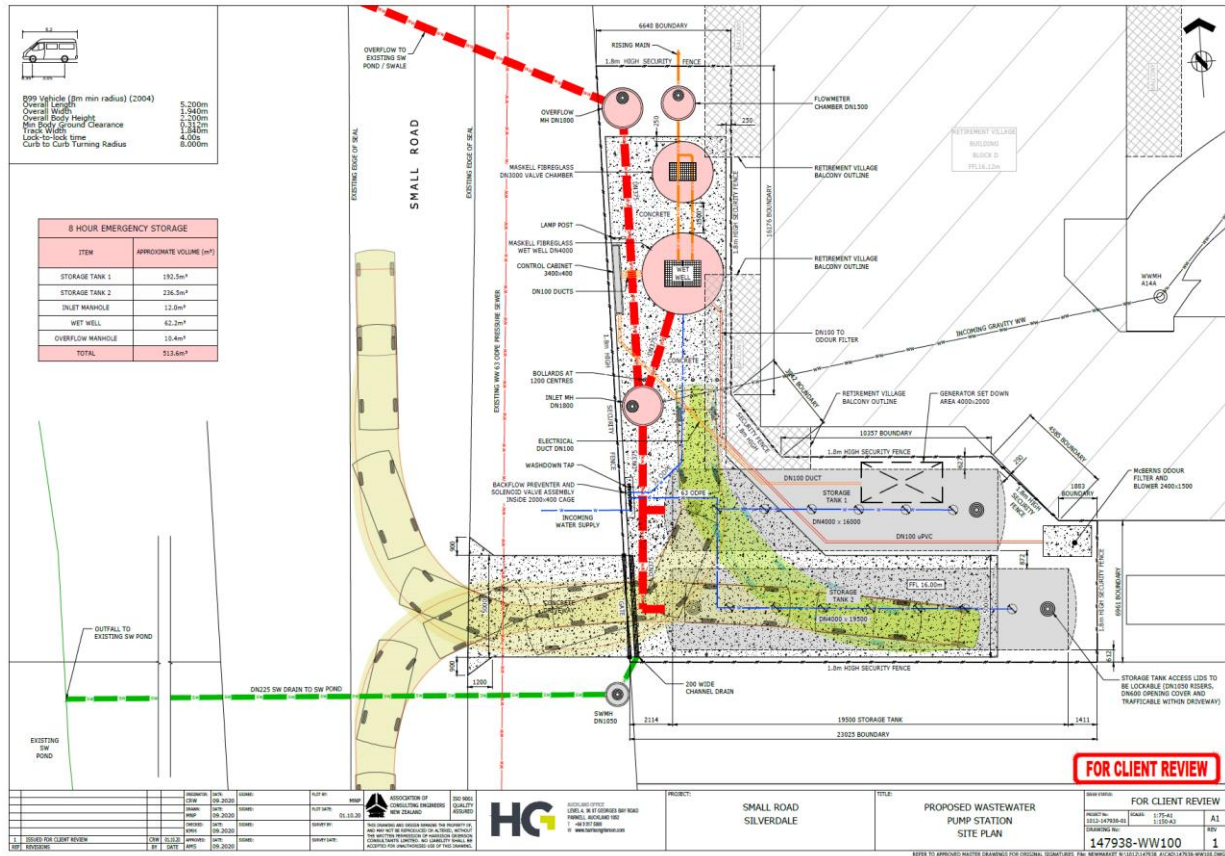
Tiles (clay, concrete or ceramic) - Inert.



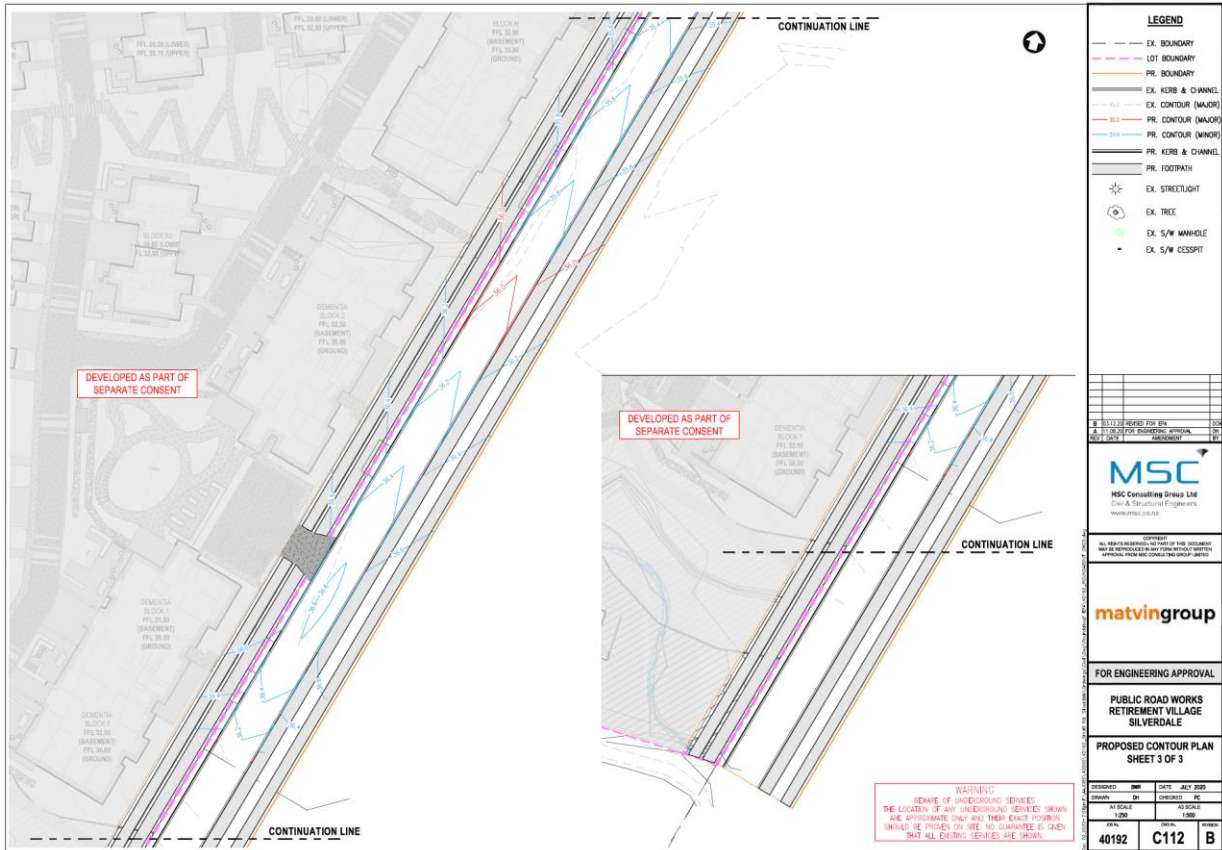
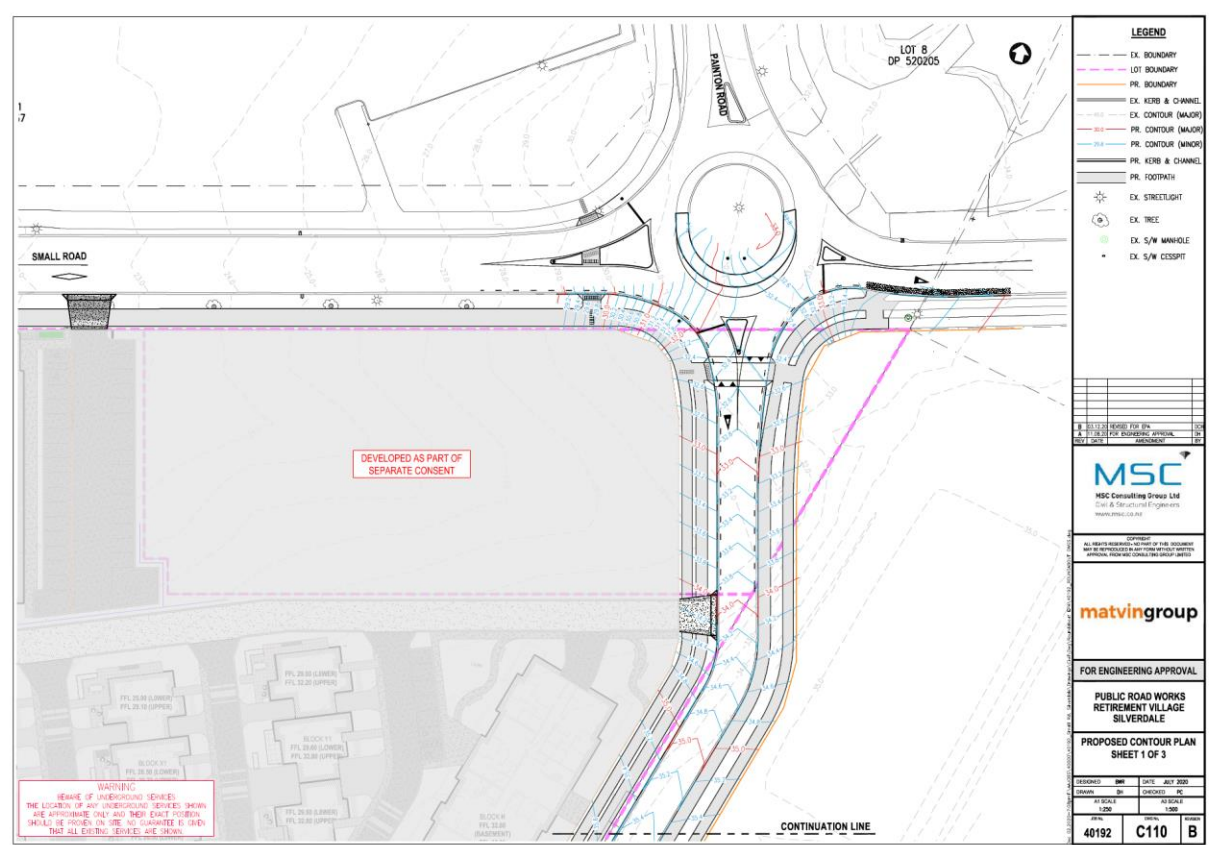
Schedule 8: Blank

A handwritten signature in black ink, consisting of a series of loops and a final upward stroke.

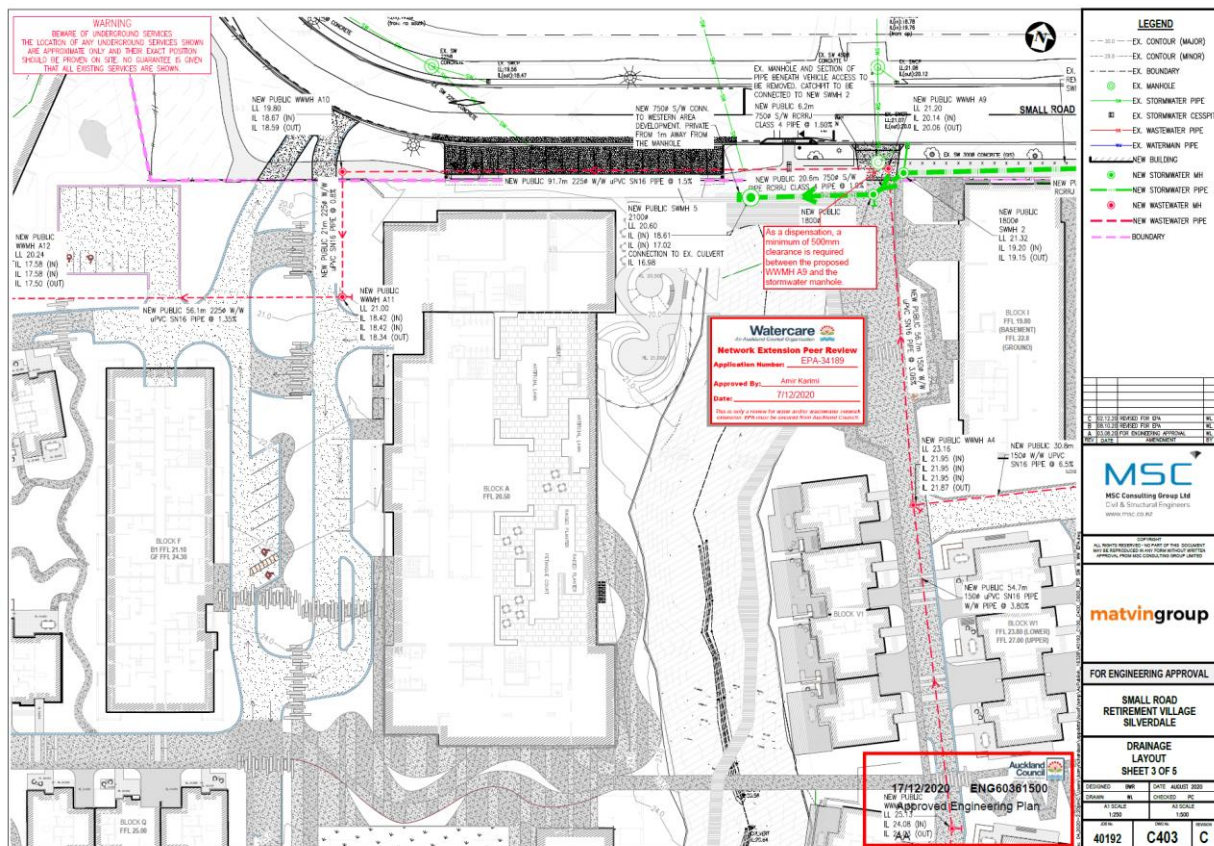
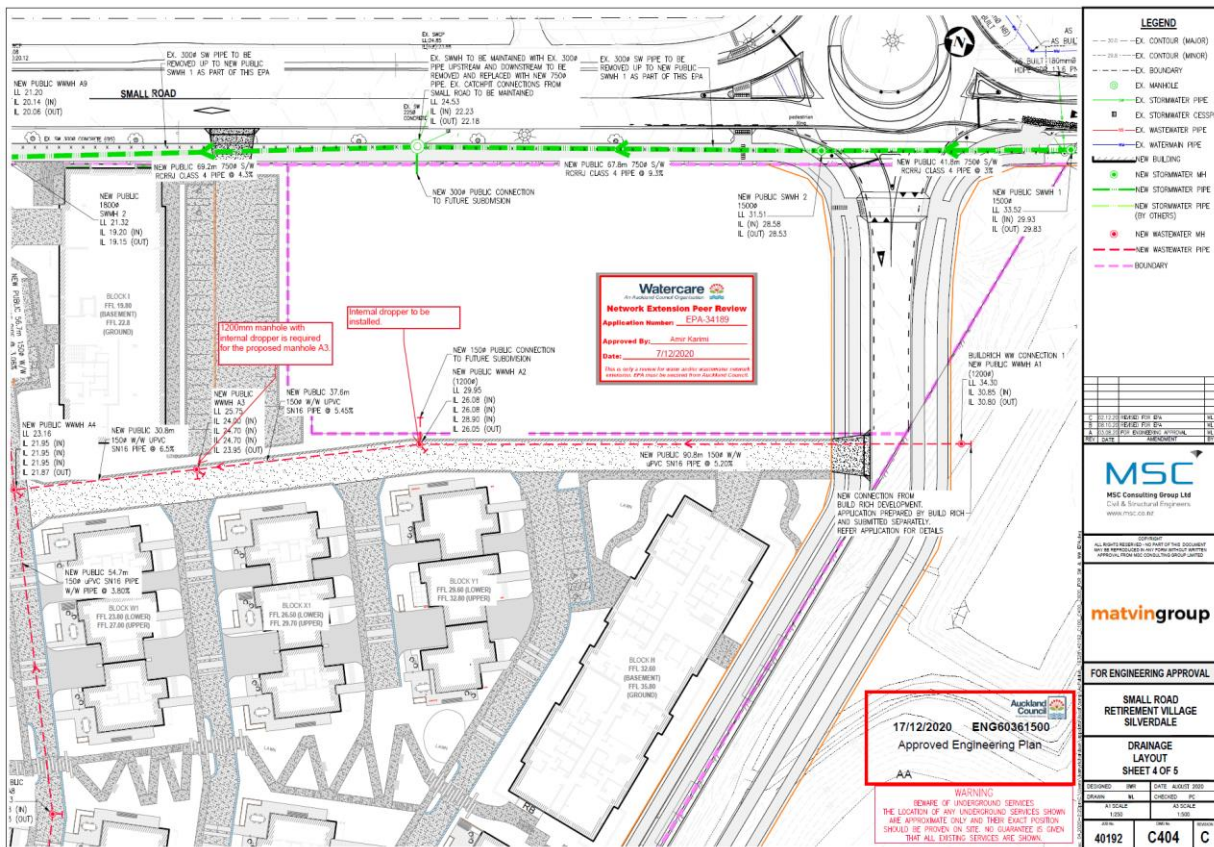
Schedule 9: Pump Station Works



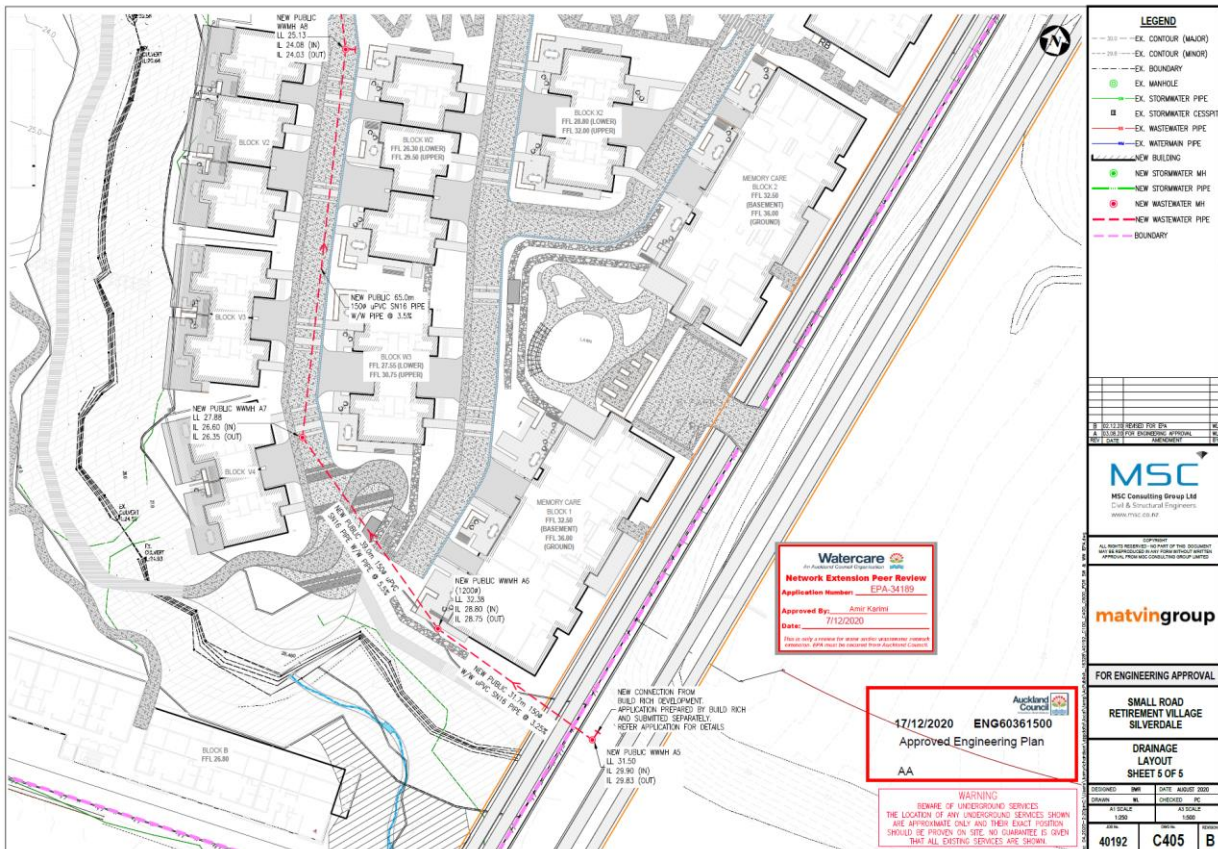
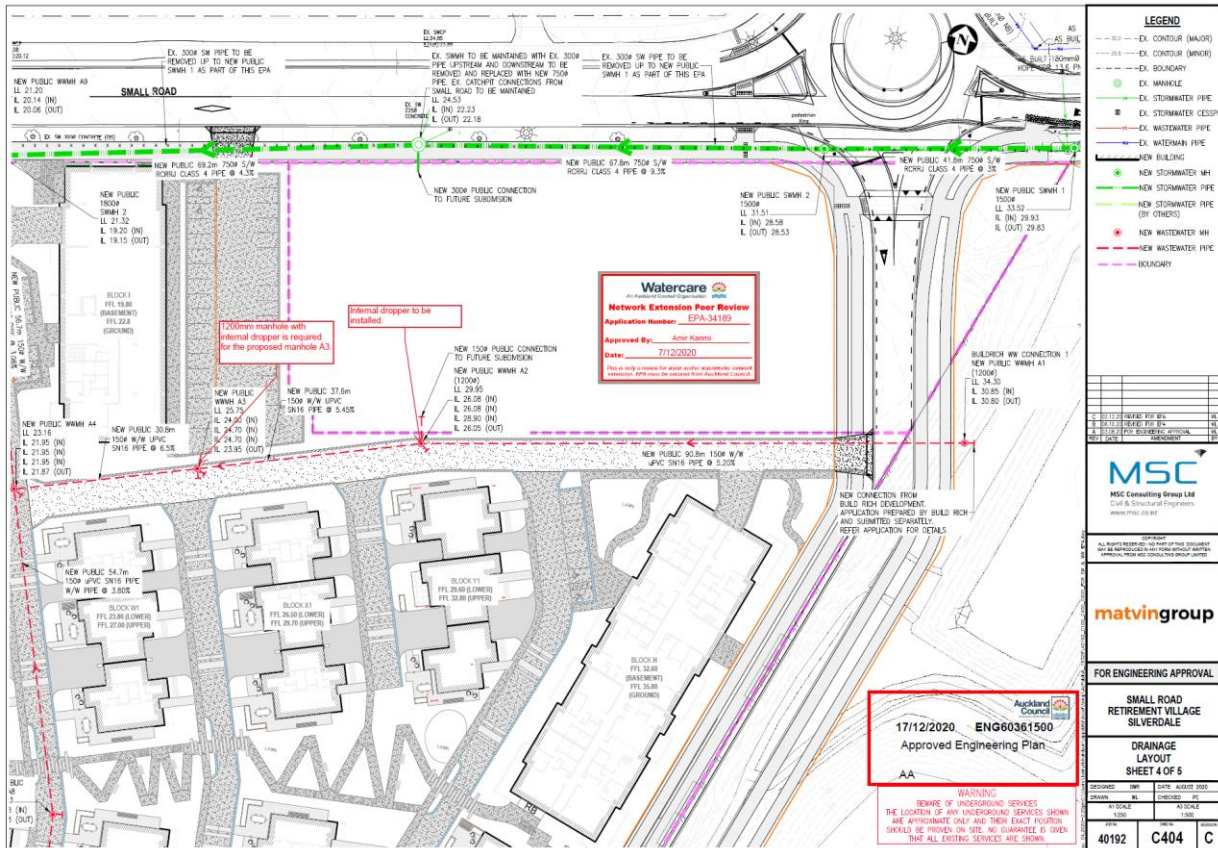
Schedule 10: Spine Road Works



Schedule 11: BRL stormwater Works

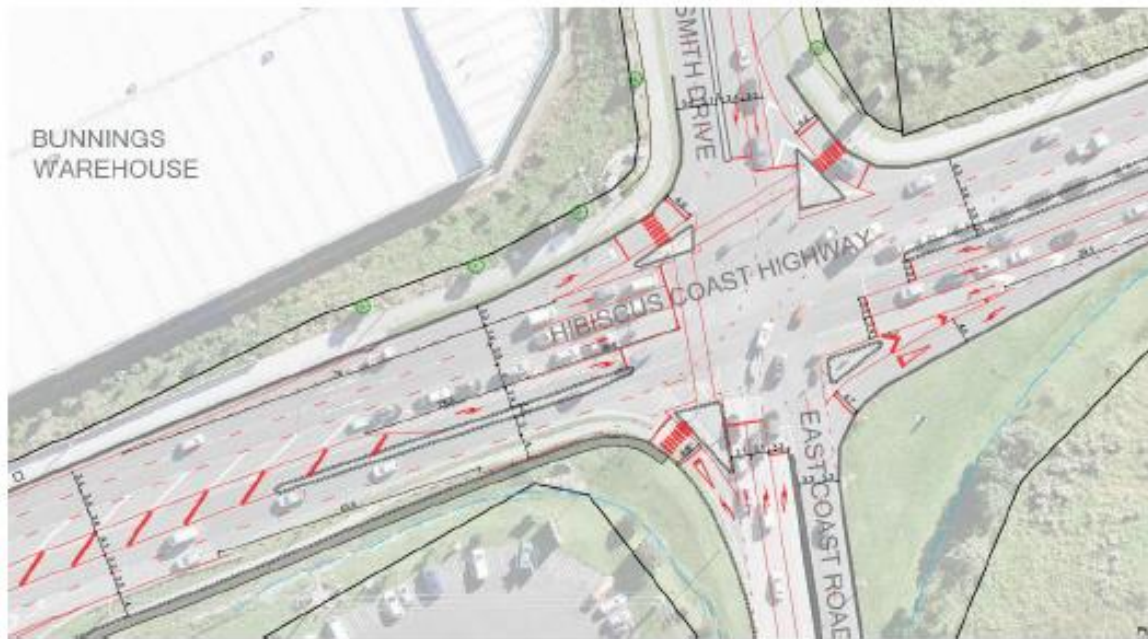


Schedule 12: Wastewater on Eastern Side



Schedule 13: East Coast Road Intersection Upgrade

Figure 1 - Proposed Intersection Upgrades



Schedule 14: Location A for Earth- marked in red and pink below

