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**From:** Trent Delahunty <trent.delahunty@gibbgroup.com.au>

**Sent:** Monday, 3 March 2025 2:36 PM

**To:** alinnaamo@live.com.au <alinnaamo@live.com.au>; Edwin Vanegas <edwin@fivecanons.com.au>

**Cc:** Matthew Thiselton <matthew.thiselton@gibbgroup.com.au>; Alin Mamo <alin@xbprojects.com.au>

**Subject:** Re: 799 Mamre Road - Civil Drawings

Alin,

Thank you for taking the time to meet with us to discuss our latest designs and proposed methodology. Please find attached our latest drawings in pdf and CAD/DWG format.

Please let us know if you have any queries on the Access Deed.  
Kind regards

**Trent Delahunty**  
Senior Development Manager

0437 579 823

[trent.delahunty@gibbgroup.com.au](mailto:trent.delahunty@gibbgroup.com.au)



Sydney, NSW  
**+61 3 8808 6888**

[gibbgroup.com.au](http://gibbgroup.com.au)

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**From:** Alin Mamo <alin@xbprojects.com.au>  
**Sent:** Monday, 10 February 2025 5:52 PM  
**To:** Trent Delahunty <trent.delahunty@gibbgroup.com.au>; alinnaamo@live.com.au <alinnaamo@live.com.au>  
**Cc:** Edwin Vanegas <edwin@fivecanons.com.au>; Matthew Thiselton <matthew.thiselton@gibbgroup.com.au>  
**Subject:** Re: 799 Mamre Road - Civil Drawings

Hello Trent,

I'm available.

What time and where.

Thank you.

Kind Regards;

Alin Mamo  
Managing Director  
Xclusiv Built Projects  
0433 211 316

---

**From:** Trent Delahunty <trent.delahunty@gibbgroup.com.au>  
**Sent:** Monday, February 10, 2025 12:54:47 PM  
**To:** Alin Mamo <alin@xbprojects.com.au>; alinnaamo@live.com.au <alinnaamo@live.com.au>  
**Cc:** Edwin Vanegas <edwin@fivecanons.com.au>; Matthew Thiselton <matthew.thiselton@gibbgroup.com.au>  
**Subject:** Re: 799 Mamre Road - Civil Drawings

Alin,  
We are progressing well with our SSDA process and will hopefully be receiving our consent in the coming months. We are looking to engage a civil contractor and commence civil construction works in the 2<sup>nd</sup> half of 2025.  
Are you available Tuesday morning 18<sup>th</sup> February to meet and discuss our next steps.  
Looking forward to catching up.  
Regards

**Trent Delahunty**  
Senior Development Manager

0437 579 823  
[trent.delahunty@gibbgroup.com.au](mailto:trent.delahunty@gibbgroup.com.au)



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**From:** Edwin Vanegas <edwin@fivecanons.com.au>  
**Sent:** Thursday, 3 October 2024 11:54 AM  
**To:** Trent Delahunty <trent.delahunty@gibbgroup.com.au>  
**Cc:** Patricia Vasilevska <Patricia.Vasilevska@gpt.com.au>; Andrew Mamo <andrewm@fr8services.com.au>; alinnaamo@live.com.au <alinnaamo@live.com.au>; Alin@xbprojects.com.au <alin@xbprojects.com.au>  
**Subject:** RE: 799 Mamre Road - Civil Drawings

Thanks Trent,

We've done a high level overlay of your "21-894-C1030.dwg" onto our current proposal and attached for your reference.

The purple solid hatch is the “open space edge road” as taken from the abovementioned DWG.

The collector road seems to line up perfectly at both ends and we do not believe any further co-ordination of this alignment is required.

We note that our proposal in drawing MP02 within  [this set](#) of GPT plans is current and no changes have been made since.

We will be having a meeting with our client soon to discuss.

Once we have updated our set following the meeting, we will once again share our proposal for your review and any further comment.

Patricia, is there anything further we should know regarding the “open space edge road” from your end? If not, we will continue with the alignment shown in GIBB’S “21-894-C1030.dwg”

Thank you

--

Kind Regards



Five Canons  
**Edwin Vanegas** | Director  
P:02 8310 5300 | m:0432 055866  
[www.fivecanons.com.au](http://www.fivecanons.com.au)  
PO Box 2101 Smithfield NSW 2164



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**From:** Trent Delahunty <trent.delahunty@gibbgroup.com.au>  
**Sent:** Thursday, 3 October 2024 5:51 AM  
**To:** Edwin Vanegas <edwin@fivecanons.com.au>  
**Cc:** Patricia Vasilevska <Patricia.Vasilevska@gpt.com.au>  
**Subject:** Re: 799 Mamre Road - Civil Drawings

Edwin,  
Please find attached our dwg files for coordination purposes.  
We look forward to receiving your updates and can review and confirm designs are coordinated to assist your DA.

I have copied in Patricia from GPT to assist your coordination to the north.

Regards

**Trent Delahunty**  
Senior Development Manager

0437 579 823

[trent.delahunty@gibbgroup.com.au](mailto:trent.delahunty@gibbgroup.com.au)



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**From:** Edwin Vanegas <edwin@fivecanons.com.au>  
**Sent:** Wednesday, 2 October 2024 1:11 PM  
**To:** Trent Delahunty <trent.delahunty@gibbgroup.com.au>  
**Subject:** RE: 799 Mamre Road - Civil Drawings

Trent,

As discussed, we would appreciate if we could get a copy of your current DWG files for coordination as well as the contact for GPT.

Our latest DWG files remain untouched since we last sent them to you.

I think the best course of action would be for us to coordinate with yourselves and GPT's current plans and then once we've done that, we share our proposal with you for review.

Thanks

--

Kind Regards



Five Canons  
**Edwin Vanegas** | Director  
P:02 8310 5300 | m:0432 055866  
[www.fivecanons.com.au](http://www.fivecanons.com.au)  
PO Box 2101 Smithfield NSW 2164





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## Letter of Authority

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Date: **23 February 2022**

To: Penrith City Council and any other relevant authority (Authority)

**Alin Naamo** the registered proprietors of the property known as 799 - 803 Mamre Road, Kemps Creek NSW 2178 being the land comprised in Depository Plan 2001 / DP1036837 (**Property**), consents to **Mamre Developments Pty Ltd (ACN 651 940 019) as trustee for 805 Mamre Property Trust** and its authorised consultants and nominees making enquiries, requesting information and lodging rezoning applications, development applications, road and access applications, demolition applications, excavation applications, consolidation and subdivision applications, CDC applications and amending existing development approvals and delaying with the Authority in relation to the Property.

Signed



\_\_\_\_\_  
Alin Naamo

# Deed of Access, Works and Easement

---

**Alin Naamo (Neighbour)**

**805 Mamre NSW Logistics Property Trust (ABN 73 562 683 102) (Mamre Developer)**

---

**gadens**

Level 20,  
25 Martin Place  
Sydney NSW 2000  
Australia

T +61 2 9231 4996  
F +61 2 9163 3000

Ref :ATS/22201247

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# Deed of Access, Works and Easement

## Parties

1. **Alin Naamo** of 799-803 Mamre Road, Kemps Creek, NSW 2178 (email notifications to [alinmaamo@live.com.au](mailto:alinmaamo@live.com.au)) (**Neighbour**)  
  
and
2. **805 Mamre NSW Logistics Property Trust (ABN 73 562 683 102) (Mamre Developer)** of Level 10, 530 Collins Street, Melbourne, VIC 3000 (email notifications to [matthew.thiselton@gibbgroup.com.au](mailto:matthew.thiselton@gibbgroup.com.au)) (**Mamre Developer**)

## Background

- A. The Neighbour is the registered proprietor of the 799 Mamre Property.
- B. The Mamre Developer, or a party nominated by it, may become the owner of the 805 Mamre Property.
- C. To facilitate future development of the 799 Mamre Property and the 805 Mamre Property, the Neighbour and the Mamre Developer seek to implement interim access arrangements from Mamre Road to each property (**Interim Access Arrangements**) pending the opening of the North-South Collector Industrial Road as contemplated by the DCP.
- D. The Interim Access Arrangements as approved by **1752TfNSW** and DPIE as part of the approval of the Development Application.
- E. To facilitate the Interim Access Arrangements the following is required:
  - (i) the Approvals;
  - (ii) completion of the Works;
  - (iii) the 799 Easement and the 805 Easement
- F. This deed sets out the terms of the agreement between the Neighbour and the Mamre Developer to facilitate the Interim Access Arrangements.

## Operative provisions

### 1. Definitions and interpretation

---

#### 1.1 Definitions

The following words have these meanings unless the contrary intention appears:

**799 Easement** means the easement for access over 799 Mamre Property as set out at Annexure A over the area generally shown on the Easement Site 799 Plan.

**799 Mamre Property** means land known as and forming 799-803 Mamre Road, Kemps Creek, NSW 2178 comprising folio identifier 2001/1036837.

**805 Easement** means the easement for access over 805 Mamre Property as set out at Annexure C over the area generally shown on the Easement Site 805 Plan.

**805 Mamre Property** means the land known as and forming 805-817 Mamre Road, Kemps Creek, NSW 2178 comprising folio identifier 26/258414.

**Acquisition Sunset Date** means 31 December 2022 or such other date as may be agreed by the parties.

**Approvals** means all permits, consents, authorisations and approvals from any Authority required to commence the Works as varied or modified from time to time.

**Approved Method** means signing electronically by:

- (a) the person including a statement on the instrument near or above their electronic signature to the following effect: Electronic signature of me, [insert full name], affixed by me, or at my direction, on [insert date]; or
- (b) using a digital platform that indicates on the instrument that a digital signature was applied, and the date and time that this occurred.

**Authority or Authorities** means any State or Federal government, any semi or local government, any statutory public or any other authority, instrumentality or body having jurisdiction over 799 Mamre Property and 805 Mamre Property in relation to the Works.

**Builder** means a reputable contractor in road construction in the Sydney industrial development sector as selected by the Mamre Developer to carry out the Works and (in the discretion of the Mamre Developer) the Developer Works.

**Building Contract** means the construction contract entered into with the Builder to carry out the Works.

**business day** means a day that is not a Saturday, Sunday, or public holiday or a day that is wholly or partly observed as a public holiday in Sydney, New South Wales.

**Conditions Precedent** means the condition set out at clause 2(a).

**DCP** means:

- (a) the final Mamre Road Precinct Development Control Plan (DCP) issued by the Department of Planning and Infrastructure on or around November 2021; and
- (b) the co-ordinated road plan as set out at annexure F.

**Developer Contributions** means any monetary contributions or works in kind required to be paid or carried pursuant to the Development Application or Approvals directly as a result of the Works.

**Development Application** means application to the relevant Authorities for the Mamre Developer to undertake its development of the 805 Mamre Property and which must include consent to undertake the Works.

**Developer Works** means the development works (if any), but excluding the Works, that the Mamre Developer elects in its discretion undertake at the 805 Mamre Property.

**DPIE** means the Department of Planning and Environment (New South Wales)

**Easement Site 799** means the area generally shown cross-hatched on Easement Site 799 Plan.

**Easement Site 799 Plan** means the plan annexed to this deed at Annexure B.

**Easement Site 805** means the area generally shown cross-hatched on Easement Site 805 Plan.

**Easement Site 805 Plan** means the plan annexed to this deed at Annexure D.

**GST** means goods and services taxes and other similar taxes.

**Letter of Consent** means a letter of consent provided by a mortgagee or interested person of the 799 Property authorising registration of the 799 Easement at LRS.

**Licence Period** means the period commencing on the date of this deed and ending on cessation of the access easements in accordance with respectively the 799 Easement and 805 Easement.

**LRS** means Land Registry Services New South Wales.

**Nominee** means a third party nominated by the Mamre Developer to be the registered proprietor of the 805 Mamre Property.

**North-South Collector Industrial Road** means the proposed public road to be located on the western side of Mamre Road as part of the Mamre Road precinct.

**Tender Response** means the responses to the request for tender as contemplated at clause 4(a).

**TfNSW** means Transport for New South Wales

**Trust** means the 805 Mamre Property Trust as constituted from time to time.

**Works** means the works to be undertaken:

- (a) as generally set out at Annexure E; and
- (b) such other works as may be necessary on consequence of the Approvals.

**Works Site 799** means that part of the 799 Mamre Property as shown hatched on the plan at annexure G.

## 1.2 Interpretation

In this deed, unless the contrary intention appears:

- (a) a reference to a clause or schedule is a reference to a clause of or schedule to this deed and references to this deed include any recital or schedule;
- (b) a reference to this deed or another instrument includes any variation or replacement of either of them;
- (c) a reference to any statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) headings do not affect interpretation;

- (e) the singular includes the plural and vice versa;
- (f) words importing the masculine gender include the feminine and neuter genders and vice versa;
- (g) a person includes a firm, a body corporate, an unincorporated association or an authority;
- (h) a reference to a person includes the person's heirs, executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (i) if a party comprises more than one person, that party's covenants are joint and several covenants, and a reference to that party means each of those persons severally as well as any two or more of them jointly;
- (j) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (k) an agreement, representation or warranty by two or more persons binds them jointly and severally;
- (l) a day means the period commencing at midnight and ending 24 hours later;
- (m) 'include' (in any form) does not limit the meaning of the preceding words;
- (n) all consents and notices must be in writing;
- (o) 'in writing' means any communication sent by letter, facsimile transmission or e-mail;
- (p) 'dollars' means Australian dollars; and
- (q) no rule of construction applies to the disadvantage of the Neighbour on the basis that Neighbour prepared or put forward this deed or any part of it.

## **2. Condition Precedent**

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- (a) This deed is conditional upon the Mamre Developer or its Nominee becoming the registered proprietor of the 805 Mamre Property.
- (b) Despite any other provision in this deed, except to the extent it elects otherwise, the Mamre Developer is not required to undertake any of its obligations in clauses 3, 4 and 6 until the Condition Precedent is satisfied or waived.
- (c) The Mamre Developer must give notice to the Neighbour after it or its Nominee becomes the registered proprietor.
- (d) If the Condition Precedent has not been satisfied or waived by the Acquisition Sunset Date, the Mamre Developer may terminate this deed by written notice to the Neighbour, however the Mamre Developer may not terminate this deed pursuant to this clause 2(d) if the Condition Precedent has been satisfied or waived.
- (e) The Condition Precedent is for the benefit of the Mamre Developer and may be waived by it at any time in its absolute discretion on giving notice to the Neighbour.

### 3. Development Application

---

- (a) The Mamre Developer will prepare and submit the Development Application to the relevant Authority.
- (b) The Neighbour must:
  - (i) on the date of this deed, provide such consents as are required for the Development Application (and any review of it) and the Works;
  - (ii) without delay when requested by the Mamre Developer provide such consents, in addition to those provided under clause 3(b)(i), as are required for the Works and the Developer Works; and
  - (iii) not object to the Development Application (including any review) or the Approvals.
- (c) When requested by the Neighbour, to the extent required by an Authority, the Mamre Developer must:
  - (i) if it is the registered proprietor of the 805 Mamre Property provide; or
  - (ii) if is not the registered proprietor of the 805 Mamre Property use reasonable endeavours to obtain from the registered proprietor of the 805 Mamre Property,  
  
consent for the Neighbour to submit a development application (which the application must include a provision the Interim Access Arrangements) to the relevant authority for it to develop the 799 Mamre Property.
- (d) The Mamre Developer will:
  - (i) liaise with the Authorities regarding the Development Application;
  - (ii) provide regular updates to the Neighbour while the Development Application is being considered by the Authorities and in respect of any review if the Mamre Developer seeks a review of any Authority decision.
- (e) If the Development Application:
  - (i) is refused (including a deemed refusal);
  - (ii) is granted on terms not satisfactory to the Mamre Developer and the Mamre Developer elects not to seek a review of that decision; or
  - (iii) is granted on terms not satisfactory to the Mamre Developer and the Mamre Developer seeks a review of that decision and the outcome of that review is not on terms satisfactory to the Mamre Developer,  
  
the Mamre Developer may terminate this deed on notice to the Neighbour.
- (f) The Mamre Developer is responsible for the cost of the Development Application (including any review at the election of the Mamre Developer), however despite the foregoing:
  - (i) if as a result of the Development Application or Approvals any Developer Contributions require to be paid or undertaken, the cost of such Developer Contributions must be borne equally by the Mamre Developer and the Neighbour; and

- (ii) the Mamre Developer is not responsible for the Neighbour's costs of:
  - (A) providing consent for the Development Application; or
  - (B) for any development application by the Neighbour in connection with its development of the 799 Mamre Property.

#### 4. Works

---

After acquiring the Land:

- (a) the Mamre Developer will:
  - (i) prepare and issue a tender for the Developer Works (if applicable) and the Works (collectively "**Tendered Works**");
  - (ii) request that any selected builder who submits a response to the Tendered Works separately lists and costs the Works as part of its response;
  - (iii) seek at least 3 responses for the Tendered Works;
  - (iv) be responsible for the cost of the preparation and management of the process to achieve the Tender Response.
- (b) On receipt of the Tender Responses the Mamre Developer will consult with the Neighbour as regards the Tender Responses to the extent they relate to the Works and following such consultation the Mamre Developer will as it determines select the Builder to carry out the Works.
- (c) The Mamre Developer must negotiate the terms of the contract for the Works and, if elected by the Mamre Developer, the Developer Works.
- (d) Following the Mamre Developer agreeing the terms of the contract as contemplated at clause 4(c), the Mamre Developer will appoint the Builder.
- (e) Despite any other provision in this deed, the parties agree each party will be responsible for, and pay when due, one half of the cost of construction of the Works.
- (f) The Mamre Developer will request payment of the Neighbour's share (**Neighbour's Share**) of the cost of construction of the Works, which may be in stages to coincide with any progress payments or otherwise or may be in one lump sum. The Neighbour must pay to the Mamre Developer each amount of the Neighbour's Share, as a debt due, within 14 days of request by the Mamre Developer.
- (g) The Neighbour:
  - (i) acknowledges and consents that the Works will permanently alter 799 Mamre Property and in particular the Easement Site 799;
  - (ii) acknowledges the Mamre Developer will in its discretion determine when and over what period the Works will be undertaken;
  - (iii) consents to the construction, operation and use of the Works on and about the Easement Site 799;

- (iv) must co-operate with the Mamre Developer, the Builder and those authorised by them (including the relevant Authority and any independent certifiers and consultants) in the construction or operation of the Works; and
- (v) must not do anything which may, or cause any of its employees, consultants, agents and contractors to, delay, damage, disrupt or interfere with the Works or the Developer Works.
- (h) The parties each acknowledge and agree that as and when required they are each responsible for the construction, at that party's own cost, of any the link required over and through their respective properties to the North-South Collector Industrial Road contemplated by the DCP when that road is dedicated as public road.

## 5. Licence to use Easement Site 799

---

- (a) During the License Period in consideration of the Mamre Developer entering into this deed, the Neighbour grants to the Mamre Developer, the Builder and those authorised by them a non-exclusive licence during the Licence Period to use:
  - (i) the Works Site 799 for the construction of the Works and to the extent required by the Developer Works; and
  - (ii) the Easement Site 799 following construction of the Works and pending registration at LRS, as contemplated by the 799 Easement, as if the 799 Easement had been registered at LRS notwithstanding that it has not at that time been registered at LRS.
- (b) The Mamre Developer must give notice (or must procure the Builder gives notice) to the Neighbour when it is intended to commence the Works.

## 6. Easement and Easement Documentation

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- (a) The Neighbour must without delay when requested by the Mamre Developer:
  - (i) grant the 799 Easement to benefit the 805 Mamre Property; and
  - (ii) do all things reasonably necessary to procure registration of the 799 Easement at LRS.
- (b) The Mamre Developer must when the Neighbour grants the 799 Easement:
  - (i) grant (or procure the grant of) the 805 Easement to benefit the 799 Mamre Property; and
  - (ii) do all things reasonably necessary to procure registration of the 805 Easement at LRS.
- (c) The Mamre Developer will prepare the 799 Easement and the 805 Easement in registerable form and a plan in registrable form (**Registration Plan**) generally in accordance with the Easement Site 799 Plan and Easement Site 805 Plan (as the case may be).
- (d) The Neighbour acknowledges and agrees that when the 799 Easement and Registration Plan have been prepared and provided to the Neighbour for execution

it must within fourteen (14) days of receipt of the 799 Easement with the Registration Plan:

- (i) procure that the 799 Easement and Registration Plan are correctly executed by it (and sign all documents necessary to complete the registration);
  - (ii) return of the duly executed 799 Easement and Registration Plan to the Mamre Developer, together with any other documents necessary to complete the registration of the Easement at LRS;
  - (iii) procure the Letter of Consent from all relevant parties who require to provide consent for the purposes of registration of the 799 Easement;
  - (iv) do all things necessary to facilitate registration of the 799 Easement via an electronic conveyancing platform (such as PEXA); and
  - (v) produce (if applicable) the title for the 799 Mamre Property at LRS for the purpose of registration of the 799 Easement.
- (e) The Mamre Developer, subject to the Neighbour complying with clause 6(d), will arrange registration of the 799 Easement and the 805 Easement and pay all registration fees including requisitions fees and stamp duty (if applicable) in respect of the 799 Easement and 805 Easement.
- (f) If the LRS rejects or otherwise requisitions the 799 Easement for any reason, the Neighbour must comply with any requisitions made by LRS without delay and authorise the lodging party to amend the 799 Easement so that registration can be effected.

## **7. Assignment and Sale of Property**

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- (a) If the Neighbour sells or otherwise disposes 799 Mamre Property, the Neighbour:
- (i) must ensure that the purchaser or transferee enters into, at the Neighbour's cost, a deed of covenant (on terms acceptable to the Mamre Developer acting reasonably) under which the purchaser or transferee agrees to be bound by the terms of this deed on and from the date of the transfer of 799 Mamre Property to the purchaser or transferee as if it executed this deed as the Neighbour; and
  - (ii) subject to the Neighbour complying with clause 7(a)(i), the Neighbour is no longer bound by this deed from registration of the transfer of 799 Mamre Property except in respect of matters arising before the date of that deed of covenant.
- (b) If the Mamre Developer nominates a Nominee or sells or otherwise disposes 805 Mamre Property the Mamre Developer:
- (i) must ensure that the Nominee, the purchaser or transferee (as the case may be) enters into, at the Mamre Developer's cost, a deed of covenant (which may be by way of a deed poll) under which the Nominee, purchaser or transferee (as the case may be) agrees to be bound by the terms of this deed on and from the date of the nomination or transfer of 805 Mamre Property, as if the Nominee, purchaser or transferee (as the case may be) had executed this deed as the Mamre Developer; and

- (ii) subject to the Mamre Developer complying with clause 7(b)(i), it is no longer bound by this deed from the date that the Nominee, purchaser or transferee (as the case may be) enters into the deed of covenant except in respect of matters arising before the date of that deed of covenant.
- (c) A party must not assign or dispose of its interest in this deed other than as contemplated in this clause 7.

## **8. Costs**

---

Each party must pay its own costs in relation to:

- (a) the negotiation, preparation, execution, performance, or amendment of, or any consent given or made; and
- (b) that party performing any action in complying with any liability arising, under this deed, or any agreement or document (including an easement) executed or effected under this deed, unless this deed provides otherwise.

## **9. Confidentiality**

---

- 9.1 The terms of this deed and the negotiations preceding the formation of this Deed are confidential and may not be disclosed by the Neighbour to any person except:
- (a) to its employees, consultants, advisers and financiers (as required) provided that such persons:
    - (i) are made aware of the terms on which the confidential material has been disclosed to the recipient, and
    - (ii) agree to treat the confidential material as secret and confidential to the relevant supplying party;
  - (b) to the Neighbour's:
    - (i) related entities; and
    - (ii) direct and indirect unitholders and their related entities; and
  - (c) with the prior written consent of the Mamre Developer (which consent must not be unreasonably withheld or delayed); or
  - (d) if required by Law, order of a government agency or a stock exchange applicable to a party or its director, indirect unitholder and/or the Neighbour's related entities (and then only after the Mamre Developer is previously informed of such proposed disclosure and has had an opportunity to negotiate the terms of that disclosure in good faith); or
  - (e) in connection with legal proceedings relating to this Deed; or
  - (f) the information is generally and publicly available otherwise than as a result of a breach of this special condition or another confidentiality agreement between the person and a third party.

## 10. Notices

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- (a) A notice, request, demand or other communication given under this deed (**notice**) must be in writing signed by the party or its authorised representative.
- (b) A notice may be given to a party:
  - (i) personally;
  - (ii) by leaving it at the party's address as set out in this deed or otherwise as subsequently notified by that party to the other party in writing;
  - (iii) by sending it by pre-paid mail or email to the party's address or email address as set out in this deed or otherwise as subsequently notified by that party to the other party in writing;
- (c) A notice is deemed to be received by a party:
  - (i) when left at the party's address;
  - (ii) when sent by pre-paid mail, on the second business day after posting; or
  - (iii) when transmitted by E-mail and there is no intimation that the notice was not received, on the day of transmission (or if that day is not a business day, the next business day),

except where this occurs on a day which is not a business day or after 5pm on a business day, in which case it is deemed to be received at 9am on the next business day.
- (d) Where two or more people comprise a party, notice to one is effective notice to all.

## 11. GST (inclusive)

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- (a) For the purposes of this clause, 'GST' means GST within the meaning of the GST Act, 'GST Act' means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and the related imposition Acts of the Commonwealth and 'taxes' means taxes, duties or statutory charges other than GST. Expressions set out in italics bear the same meaning as those expressions in the GST Act.
- (b) The cost of any supply under this Deed excludes GST (if any).
- (c) If a party makes a taxable supply under or in connection with this deed for a consideration, then the recipient of the supply or consideration upon receipt of the consideration or supply, must issue the supplier with a valid tax invoice.

## 12. Electronic execution

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- (a) The parties acknowledge and agree to this Deed may be executed electronically, and in counterparts. A party may sign electronically a soft copy of this deed through an Approved Method and bind itself accordingly, this will satisfy any statutory or other requirements for this deed to be in writing and signed by that party. The parties intend that any copy so signed will constitute an executed original counterpart, and any print-out of the copy with the relevant signatures appearing will also constitute an executed original counterpart. Where a party prints out this deed after all parties that are signing through an Approved Method have done so,

the first print-out by that party will also be taken to be an executed original counterpart of this deed; and each signatory confirms that their signature appearing in this deed, including any such print-out (irrespective of which party printed it), is their personal signature authenticating it.

## **13. Limitation of Liability – Mamre Developer**

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### **13.1 Mamre Developer acting as trustee**

- (a) The Mamre Developer enters into this Deed only in its capacity as trustee for the Trust and in no other capacity. A liability arising under or in connection with this Deed is limited to, and can be enforced against the Mamre Developer only to, the extent to which it can be satisfied out of the assets of the Trust out of which the Mamre Developer is actually indemnified for the liability. This limitation of the Mamre Developer's liability applies despite any other provision of this Deed and extends to all liabilities and obligations of the Mamre Developer in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Deed.
- (b) No party may sue the Mamre Developer in any capacity other than as trustee of the Trust, including to seek the appointment of a receiver (except in relation to property of the Trust), a liquidator, an administrator, or any similar person to the Mamre Developer or prove in any liquidation, administration or arrangement of or affecting the Mamre Developer (except in relation to property of the Trust).
- (c) The provisions of this clause 13.1 do not apply to any obligation or liability of the Mamre Developer to the extent that it is not satisfied because under the trust deed or constitution governing the Trust or by operation of law there is a reduction in the extent of the Mamre Developer's indemnification out of the assets of the Trust, as a result of the Mamre Developer's fraud, negligence or breach of trust.
- (d) No attorney, agent, receiver or receiver and manager appointed in accordance with this Deed has authority to act on behalf of the Mamre Developer in a way which exposes the Mamre Developer to any personal liability, and no act or omission of any such person will be considered fraud, negligence or breach of trust of the Mamre Developer for the purpose of clause 13.1(c).

## **14. Miscellaneous**

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- (a) This deed is governed by the law of the State of New South Wales.
- (b) Any failure by a party to exercise any right under this deed does not operate as a waiver. The single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.
- (c) The Neighbour and the Mamre Developer are not partners, principal and agent, or joint venturers.
- (d) This Deed may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the Deed will be the date on which it is executed by the last party.
- (e) If any part of this Deed is invalid or unenforceable, this Deed does not include it. The remainder of this Deed continues in full force.

# Signing page

**Executed** as a deed.

Dated

## NEIGHBOUR

<b>EXECUTED</b> by <b>Alin Naamo</b>	)	
	)	
_____ Witness	)	_____
	)	<b>Alin Naamo</b>
_____ Name of Witness (block letters)	)	
	)	
_____ Address of Witness (block letters)	)	
	)	

## MAMRE DEVELOPER

**Executed by 805 Mamre NSW  
Logistics Property Trust (ABN 73 562  
683 102) (Mamre Developer)**

**805 Mamre NSW Logistics Property Trust  
(ABN 73 562 683 102)** in accordance with  
section 127(1) of the *Corporations Act* 2001:

\_\_\_\_\_  
Signature of sole Director/Secretary

Matthew Joseph Gibb  
\_\_\_\_\_  
Name of Director/Secretary  
(Block Letters)

## **ANNEXURE A – 799 Easement**

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**#drafting note – transfer granting easement to be drafted to provide:**

- 1. easement for access over that part of 799 Mamre include**
  - a. right to construct, maintain and use the Works**
  - b. maintenance works to the easement site to be undertaken as and when required;**
  - c. maintenance costs to be funded by owner of 805 Mamre Property for first 12 months from registration of the easement and thereafter benefitted and burdened owner each pay half of maintenance costs**
  - d. access easement ceases on dedication as public road of the North-South Collector Industrial Road but only when such dedication permits access to be obtained from the Easement Site to and from Mamre Road**

## **ANNEXURE B - Easement Site 799 Plan**

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## **ANNEXURE C – 805 Easement**

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**#drafting note – transfer granting easement to be drafted to provide:**

- 1. easement for access over that part of 799 Mamre include**
  - a. right to construct, maintain and use the Works**
  - b. maintenance works to the easement site to be undertaken as and when required;**
  - c. maintenance costs to be funded by owner of 805 Mamre Property for first 12 months from registration of the easement and thereafter benefitted and burdened owner each pay half of maintenance costs**
  - d. access easement ceases on dedication as public road of the North-South Collector Industrial Road but only when such dedication permits access to be obtained from the Easement Site to and from Mamre Road**

## **ANNEXURE D - Easement Site 805 Plan**

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## ANNEXURE E - Works

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- Slip lane - Construction of the Slip Lane along the frontage of the 805 Mamre Property;
- Entry/Exit intersection - Construction of Entry/Exit intersection works for Access Road and Mamre Rd between the 805 Mamre Property and the 799 Mamre Property.
- Access road - Provision for an 8 metre wide access road along the common northern boundary between the 805 Mamre Property and the 799 Mamre Property from Mamre Road to the future proposed North-South Collector Industrial Road location'
- Stormwater – through the RE1 land zone between each of the 805 Mamre Property and the 799 Mamre Property for:
  - supply, construction and installation of the Stormwater pipes associated with the trunk drainage path;
  - construction of Stormwater infrastructure reticulation
- Trunk drainage - construction of naturalised trunk drainage path around the Access Road corridor in the RE1 zoned land
- General works –
  - clearing & Earthworks to facilitate construction of the slip lane, entry/exit intersection, access road, stormwater and trunk drainage;
  - traffic Management along Mamre Road while undertaking works;
- Street lighting –
  - Supply and installation of street light poles along the Access Road to be constructed.
  - Temporary power to be run from 805 Mamre Property during the period when the 799 Easement and the 805 Easement applies.

## **ANNEXURE F - co-ordinated road plan**

## **ANNEXURE G - Works Site 799**

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