



HENRY DAVIS YORK
LAWYERS

Deed of Variation of Planning Agreement

**Minister for Planning and Infrastructure
(Minister)**

**Goodman Property Services (Aust) Pty Ltd ACN 088 981 793
and
BGAI 6 Pty Ltd ACN 128 775 799 as trustee for the BGAI 1 Oakdale Trust
(together, the Developer)**

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KEY DETAILS

1	Date	See Execution on page 14
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2	Parties	
	Minister	Minister for Planning and Infrastructure ABN 38 755 709 681
	Address	Level 33, Governor Macquarie Tower, 1 Farrer Place, Sydney, New South Wales
	Developer	Goodman Property Services (Aust) Pty Ltd ACN 088 981 793
		and
		BGAI 6 Pty Ltd ACN 128 775 799 as trustee for the BGAI 1 Oakdale Trust
	Address	Level 10, 60 Castlereagh Street, Sydney New South Wales

RECITALS

- A The Minister approved the Concept Plan and the Development on 2 January 2009.
- B The Minister and the Developer have entered into the Planning Agreement (annexed to this deed as Annexure A).
- C At the time of execution, the Planning Agreement only applied to the Land and to the Development.
- D The parties have agreed to vary the Planning Agreement so that it applies to the Land, the Development and the Further Development.
- E The parties agree that either the provision of the Bank Guarantee or the payment of the Development Contributions in accordance with this Deed will be sufficient to enable the issuance of a Satisfactory Arrangements Certificate in respect of the Development and the Further Development.
- F The parties agree that the application of section 94EF of the Act is excluded in respect of the Development and the Further Development.

OPERATIVE PROVISIONS

1 Interpretation

1.1 Definitions

The following words have the following meanings in this document, unless the context requires otherwise.

Concept Plan means the concept plan approved by the Minister for the Oakdale Central Project (number MP08_0065) under s75O (as it then was) of the *Environmental Planning and Assessment Act 1979* as modified.

Further Development means development, generally in accordance with the Concept Plan of Lots 1B, 1C, 2B, 3A, 3B and 4.

Key Details means the section of this document headed Key Details.

Lot 1B means the lot marked 1B as shown on the Updated Plan of Subdivision.

Lot 1C means the lot marked 1C as shown on the Updated Plan of Subdivision.

Lot 2B means the lot marked 2B as shown on the Updated Plan of Subdivision.

Lot 3A means the lot marked 3A as shown on the Updated Plan of Subdivision.

Lot 3B means the lot marked 3B as shown on the Updated Plan of Subdivision.

Lot 4 means the lot marked 4 as shown on the Updated Plan of Subdivision.

Planning Agreement means the planning agreement entered into between the Minister and the Developer dated 25 March 2011.

Satisfactory Arrangements Certificate means a certificate issued by the Director-General of the Department of Planning and Infrastructure that satisfactory arrangements have been made to contribute to the provision of regional transport infrastructure and services in accordance with clause 29 of *State Environmental Planning Policy (Western Sydney Employment Area) 2009*.

Updated Plan of Subdivision means the plan annexed to this document at Annexure B .

WIK Road Works means road works on the land to which the SEPP applies by way of works in kind.

1.2 Interpretation

The following apply in the interpretation of this document, unless the context requires otherwise.

- (a) A reference to this agreement, this deed, this document or a similar term means either the agreement set out in this document or the document itself, as the context requires.
- (b) A reference to any statute, regulation, rule or similar instrument includes any consolidations, amendments or re-enactments of it, any replacements of it, and any regulation or other statutory instrument issued under it.
- (c) A reference to the singular includes the plural number and vice versa.
- (d) A reference to a gender includes a reference to each gender.
- (e) A reference to a party means a person who is named as a party to this deed.
- (f) **Person** includes a firm, corporation, body corporate, unincorporated association and a governmental authority.
- (g) A reference to a party or a person includes that party's or person's executors, legal personal representatives, successors, liquidators, administrators, trustees in bankruptcy and similar officers and, where permitted under this deed, their substitutes and assigns.
- (h) An agreement on the part of, or in favour of, two or more persons binds or is for the benefit of them jointly and severally.
- (i) **Includes** means includes but without limitation.
- (j) Where a word or expression has a defined meaning, its other grammatical forms have a corresponding meaning.
- (k) A reference to doing something includes an omission, statement or undertaking (whether or not in writing) and includes executing a document.

- (l) A reference to a clause, schedule or annexure is a reference to a clause of, or a schedule or an annexure to this deed.
- (m) A reference to time is to the time in the place where a thing is to be done, unless specified otherwise.
- (n) A reference to dollars or \$ is to Australian currency.
- (o) A heading is for reference only. It does not affect the meaning or interpretation of this deed.

1.3 Schedules

Any schedule attached to this deed forms part of it. If there is any inconsistency between any clause of this deed and any provision in any schedule, the clause of this deed prevails.

1.4 Planning Agreement definitions imported

With the exception of terms defined elsewhere in this deed and unless the contrary intention appears, terms not defined in this deed but which are defined in the Planning Agreement have the meaning given in the Planning Agreement.

2 Variation

2.1 Agreed variation to Planning Agreement

On and from the date of this deed, the Planning Agreement is varied as set out in this clause 2.

2.2 Introduction

A new paragraph G is inserted as follows:

"The parties agree that either the provision of the Bank Guarantee or the payment of the Development Contributions in accordance with this Deed will be sufficient to enable the issuance of a Satisfactory Arrangements Certificate in respect of the Development and the Further Development."

2.3 Clause 1.1

The following definitions are added where appropriate:

Approval means any development consent, project approval or modification pursuant to the Act and issued by a relevant planning Authority.

Attributable Cost means the cost referred to in clause 2.5(c)(i).

Concept Plan means the concept plan approved by the Minister for the Oakdale Central Project (number MP08_0065) under s75O (as it then was) of the *Environmental Planning and Assessment Act 1979* as modified.

Further Development means development, generally in accordance with the Concept Plan of Lots 1B, 1C, 2B, 3A, 3B and 4.

Lot 1B means the lot marked 1B as shown on the Updated Plan of Subdivision.

Lot 1C means the lot marked 1C as shown on the Updated Plan of Subdivision.

Lot 2B means the lot marked 2B as shown on the Updated Plan of Subdivision.

Lot 3A means the lot marked 3A as shown on the Updated Plan of Subdivision.

Lot 3B means the lot marked 3B as shown on the Updated Plan of Subdivision.

Lot 4 means the lot marked 4 as shown on the Updated Plan of Subdivision.

Practical Completion means either:

- (a) Where the expression "Practical Completion" is defined in a works authorisation deed or similar between the Developer and RMS, the definition in that deed or similar; or
- (b) Where the expression "Practical Completion" is not defined in a works authorisation deed or similar, that stage in the execution of the WIK Road Works when the works have been completed and are ready for their intended public use and occupation, except for minor omissions and minor defects which:
 - (i) do not impede use of the WIK Road Works by the public for the continuous safe passage of vehicular traffic and pedestrians;
 - (ii) will not prejudice the convenient and safe use of the WIK Road Works during rectification; and
 - (iii) the RMS' authorised representative determines that the Developer has reasonable grounds for not rectifying prior to public use and occupation.

RMS means Roads and Maritime Services, being the NSW government agency constituted under s 46 of the *Transport Administration Act 1988*, and includes its successors.

Satisfactory Arrangements Certificate means a certificate issued by the Director-General of the Department of Planning and Infrastructure that satisfactory arrangements have been made to contribute to the provision of regional transport infrastructure and services in accordance with clause 29 of *State Environmental Planning Policy (Western Sydney Employment Area) 2009*.

SEPP means the *State Environmental Planning Policy (Western Sydney Employment Area) 2009*.

WIK Road Works means road works on the land to which the SEPP applies by way of works in kind.

2.4 Clause 2.3

After the words "(b) the Development," the following words are inserted:

"and

(c) the Further Development."

2.5 Clause 2.5

Add a new clause 2.5 as follows:

2.5 Works in Kind

The Developer may, by written notice to the Minister in accordance with this Deed, elect to carry out WIK Road Works instead of providing one or more Development Contributions for the Development or the Further Development, in accordance with clauses (a) to (d) below.

- (a) The Developer must, in its written notice of election to carry out the WIK Road Works:
 - (i) Specify the lots in respect of which the Developer is electing to carry out the WIK Road Works instead of providing the relevant Development Contributions stated in Schedule 4 to this Deed (by way of a complete offset of the obligation to make those Development Contributions), and
 - (ii) If the WIK Road Works are proposed to be carried out by way of a partial offset only against the obligation to pay one or more Development Contributions stated in Schedule 4 for specified lots, identify the Development Contributions proposed to be only partially offset by the carrying out of the WIK Road Works and the extent of the proposed offset;
- (b) For the purposes of subclause (a), the parties agree that the lots specified in the Developer's written notice of election may include any one or more of the lots the subject of the Development or the Further Development, even if development of those specified lots will occur in the future;
- (c) Before carrying out the WIK Road Works:
 - (i) the cost of the WIK Road Works to be offset against the Development Contributions must be agreed between the Minister and the Developer; and
 - (ii) the location, nature, extent and timing of the WIK Road Works must be agreed between the Developer, the Minister and RMS; and
 - (iii) the Developer must procure all necessary Approvals to carry out the WIK Road Works, including entering into a works authorisation deed or similar with RMS, if required to do so by the RMS, in respect of the proposed WIK Road Works; and

- (iv) if the Developer is required to provide security for the WIK Road Works to the RMS, the Minister shall release the relevant Bank Guarantees, or part of them to the value of the Attributable Cost as applicable, to the Developer for provision to the RMS.
- (d) If agreement to the matters referred to in clauses 2.5(c)(i) and 2.5(c)(ii) is not reached by the later of:
 - (i) the date stipulated for the payment of the Development Contribution in Schedule 4 of this Deed, or
 - (ii) 30 days after the Minister has been given a notice referred to in clause 2.5(a), or
 - (iii) such later date that is agreed by the parties,

the Minister may serve a notice on the Developer requiring it to pay the Development Contribution stated in Schedule 4 within 14 days.
- (e) The Attributable Cost of the WIK Road Works is to be offset against the nominated Development Contributions at the date of Practical Completion of the WIK Road Works, subject to the following:
 - (i) the relevant amounts specified for the Contribution Amount of the Development Contributions, and the Attributable Cost, are to be increased on the date of Practical Completion to reflect any increase in the CPI since the date of the Deed immediately prior to the calculation of the offset; and
 - (ii) if the Attributable Cost of the WIK Road Works does not fully offset a Development Contribution to which it is applied by way of offset pursuant to (i) above, the residue of the Development Contribution is to be paid at the time specified for payment of that Development Contribution in Schedule 4.

2.6 **Clause 2.6**

Add new clause 2.6 as follows:

"The parties agree that either the provision of the Bank Guarantee or the payment of the Development Contributions in accordance with this Deed will be sufficient to enable the issuance of a Satisfactory Arrangements Certificate in respect of the Development and the Further Development."

2.7 **Clause 2.7**

Add new clause 2.7 as follows:

"If an Approval in respect of any of Lots 1A, 1B, 1C, 2A, 2B, 3A, 3B or 4 alters the developable area of the relevant lot in more than a minor respect

from the area indicated on the Updated Plan of Subdivision in respect of that lot, then either party is entitled to request the other to renegotiate the Contribution Amount (based on the size of the developable area actually authorised under the relevant Approval). Where such a request is made:

- (a) the other party must negotiate in good faith to reach an agreement in relation to the Contribution Amount; and
- (b) if such agreement is reached, the parties agree to use their best endeavours to vary this Deed to reflect the terms of the agreement."

2.8 **Clause 3**

Delete clause 3 and replace with the following:

"The application of section 94EF of the Act is excluded in respect of the Development and the Further Development."

2.9 **Clause 4(a)**

Clause 4(a) is amended as follows:

- (i) the words "Subject to clause 2.5 of this deed," are inserted at the beginning of subclause 4(a); and
- (ii) the words, "Lot 1A and Lot 2A" are deleted, and replaced with the words, "Lots 1A, 1B, 1C, 2A, 2B, 3A, 3B and 4".

2.10 **Clause 4(b)**

Clause 4(b) is deleted and replaced with the following:

"Subject to clause 2.5 of this Deed, the parties agree that, for any future Development Application or Project Application contemplated by the Concept Plan, the Development Contributions set out in Schedule 4 will apply (subject to any amendment reached pursuant to clause 2.7)."

2.11 **Clause 6.1**

Clause 6.1 is deleted and replaced with the following provision:

"Prior to determination of a development application by a consent authority, or the issuance of a complying development certificate for industrial or commercial development by a council or accredited certifier, in respect of the Development, the Further Development or any aspect of either, the Developer must provide the Bank Guarantees to the Minister in accordance with the terms and procedures set out in Schedule 5 to secure the Developer Contributions in respect of each of the lots the subject of the development application or complying development certificate application, as applicable."

2.12 **Schedule 1**

The words in row 6 of column 2 are deleted and replaced with the following:

"The application of section 94EF of the Act is excluded in respect of the Development and the Further Development."

2.13 Schedule 4

- (a) Schedule 4 is varied as set out in this subclause 2.13.
- (b) The words, "(See Note below)" which appear in the first column of the first two rows of the table in paragraph 1 of Schedule 4 are deleted in each instance.
- (c) The following rows are added to the bottom of the table in paragraph 1 of Schedule 4:

Contribution of \$1,058,400 for Lot 1B towards regional transport infrastructure and services ("Lot 1B Contribution")	The Contribution Amount is to be increased in accordance with paragraph 2 below.	Cash	Prior to: (a) the issue of a Construction Certificate in relation to Lot 1B; or (b) the issue of a Subdivision Certificate in relation to Lot 1B; whichever is the earlier.
Contribution of \$835,200 for Lot 1C towards regional transport infrastructure and services ("Lot 1C Contribution")	The Contribution Amount is to be increased in accordance with paragraph 2 below.	Cash	Prior to: (a) the issue of a Construction Certificate in relation to Lot 1C; or (b) the issue of a Subdivision Certificate in relation to Lot 1C; whichever is the earlier.
Contribution of \$1,080,000 for Lot 2B towards regional transport infrastructure and services ("Lot 2B Contribution")	The Contribution Amount is to be increased in accordance with	Cash	Prior to: (a) the issue of a Construction Certificate in relation to Lot 2B;

	paragraph 2 below.		or (b) the issue of a Subdivision Certificate in relation to Lot 2B; whichever is the earlier.
Contribution of \$1,344,600 for Lot 3A towards regional transport infrastructure and services ("Lot 3A Contribution")	The Contribution Amount is to be increased in accordance with paragraph 2 below.	Cash	Prior to: (a) the issue of a Construction Certificate in relation to Lot 3A; or (b) the issue of a Subdivision Certificate in relation to Lot 3A; whichever is the earlier.
Contribution of \$1,436,400 for Lot 3B towards regional transport infrastructure and services ("Lot 3B Contribution")	The Contribution Amount is to be increased in accordance with paragraph 2 below.	Cash	Prior to: (a) the issue of a Construction Certificate in relation to Lot 3B; or (b) the issue of a Subdivision Certificate in relation to Lot 3B; whichever is the earlier.
Contribution of \$392,400 for Lot 4 towards regional transport infrastructure and services ("Lot 4 Contribution")	The Contribution Amount is to be increased in accordance with paragraph 2 below.	Cash	Prior to: (a) the issue of a Construction Certificate in relation to Lot 4; or (b) the issue of a Subdivision Certificate

			in relation to Lot 4; whichever is the earlier.
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- (d) The Note below the table in paragraph 1 is replaced with the following:

"The Developer paid the Lot 2A Contribution on 29 March 2011. A Bank Guarantee to secure the Lot 1A Contribution was provided to the Minister on 23 March 2011."

- (e) The word "Lot 1A " in paragraph 3 is deleted and replaced with: "any of Lots 1A, 1B, 1C, 2A, 2B, 3A, 3B or 4".

2.14 Schedule 5

- (a) Schedule 5 is amended as set out in this subclause 2.14.
- (b) The word "and" in subparagraph 1(a) is deleted.
- (c) A semicolon is inserted at the end of subparagraph 1(b), and the following is inserted after that semicolon:
- "(c) a Bank Guarantee for a face value equivalent to \$1,058,400 to secure the Lot 1B Contribution.
- (d) a Bank Guarantee for a face value equivalent to \$835,200 to secure the Lot 1C Contribution.
- (e) a Bank Guarantee for a face value equivalent to \$1,080,000 to secure the Lot 2B Contribution.
- (f) a Bank Guarantee for a face value equivalent to \$1,344,600 to secure the Lot 3A Contribution.
- (g) a Bank Guarantee for a face value equivalent to \$1,436,400 to secure the Lot 3B Contribution.
- (h) a Bank Guarantee for a face value equivalent to \$392,400 to secure the Lot 4 Contribution

on the terms and conditions of this Schedule."

- (d) Paragraph 2 is deleted and replaced with the following:

"2 Claims under Bank Guarantee

The Developer agrees that the Minister may make claims under a Bank Guarantee provided by it on the following basis:

- (a) In relation to the Bank Guarantee securing a Development Contribution, referable to one or more specified lots, the Minister

may call upon that Bank Guarantee (in full or in part) in the event that the Developer breaches its obligation to pay the Development Contribution (which may be fully or partially offset by the WIK Roads Works in accordance with clause 2.5) referable to the specified lot or lots in accordance with this Deed and retain and use such monies in his discretion to compensate the Minister for the Developer's breach of those obligations;

- (b) The Minister agrees not to make any claim under a Bank Guarantee without providing at least 10 Business Days' prior written notice to the Developer of its intention to do so;
- (c) The amount appropriated by the Minister under paragraph(s) (a) and (b) must be applied towards the costs and expenses incurred by the Minister in rectifying any default by the Developer under this Deed; and
- (d) If the Minister calls upon a Bank Guarantee in accordance with paragraphs (a) to (c), then the Developer must provide to the Minister a replacement Bank Guarantee to ensure that at all times until the Developer has provided the Development Contribution in full (subject to clause 2.5), the Minister is in possession of Bank Guarantees in aggregate for an amount equal to the aggregate outstanding Development Contributions."
- (e) In paragraph 3(b) of Schedule 5, the words, "2(d)" are deleted and replaced with, "2(c)".

3 Registration of this Deed

3.1 Developer to register this deed

The Developer agrees to lodge this deed for registration as a variation of the Planning Agreement under the Real Property Act in the relevant folio of the Register within 10 Business Days of the date that the Minister provides written notice to the Developer that this deed has been executed, in accordance with the below.

3.2 Registration procedure

The Developer at its own expense, will take all practical steps and otherwise do all things necessary to procure:

- (a) the consent of each person who:
 - (i) has an estate or interest in the Land registered under the Real Property Act; or
 - (ii) is seized or possessed of an estate or interest in the Land; and
- (b) the execution of any documents; and
- (c) the production of the relevant certificates of title; and

- (d) the lodgement and registration of this deed, by the Registrar-General in the relevant folio of the Register, or in the General Register of Deeds if this deed relates to land not under the Real Property Act.

3.3 Proof of registration

The Developer will provide the Minister with a copy of the relevant folio of the Register within 10 Business Days of registration of this deed in accordance with this clause 3.

4 Costs

The Developer must pay its own and the Minister's reasonable legal costs and disbursements in connection with the negotiation, preparation and execution of this deed and any documents contemplated by it.

5 Stamp Duty

The Developer must pay all stamp duty (if applicable) in respect of this deed.

6 Governing law

- 6.1 This deed is governed by the law in force in New South Wales.
- 6.2 The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts which may hear appeals from those courts in respect of any proceedings in connection with this deed.

7 Notices

Any notice or other communication given or made under this deed must be given or made in the same manner as clause 13.16 of the Planning Agreement.

8 Variations

No provision of this deed or a right conferred by it can be varied except by a later written document executed by all parties.

9 Whole deed

This document together with the Planning Agreement:

- (a) records the entire agreement between the parties; and
- (b) supersedes all previous negotiations, understandings and agreements.

EXECUTED as a Deed

Signed sealed and delivered for and on behalf of the **Minister for Planning**, in the presence of:

.....
Signature of Witness

.....
Signature of the authorised delegate of the Minister for Planning

.....
Name of Witness in full

.....
Authorised delegate of the Minister for Planning

Signed sealed and delivered for and on behalf of **GOODMAN PROPERTY SERVICES (AUST) PTY LIMITED** pursuant to Power of Attorney Registered No. 346 Book No. 4467 dated 19 August 2005 (who states by executing this document that the attorney has received no notice of revocation of the power of attorney):

)
)
)

.....
Signature of Witness

.....
Signature of Attorney

.....
Print Name

.....
Print Name

Signed sealed and delivered for and on behalf of **BGAI 6 PTY LIMITED** by its attorney pursuant to Power of Attorney Registered No. 521 Book No. 4597 dated 18 August 2010 (who states by executing this document that the attorney has received no notice of revocation of the power of attorney):

Signature of Witness

Signature of Attorney

Print Name

Print Name

Annexure A – Planning Agreement Annexure B – Updated Plan of Subdivision

Dated

25th March

20 11

Minister for Planning

ABN 38 755 709 681

and

Goodman Property Services (Aust) Pty Limited

ACN 088 981 793

and

BGAI 6 Pty Limited

ACN 128 775 799

Planning Agreement

Environmental Planning and Assessment Act 1979

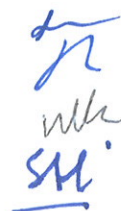

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THIS Deed is dated

25th March

20 11

PARTIES:

MINISTER FOR PLANNING (ABN 38 755 709 681) of Level 34, Governor Macquarie Tower, 1 Farrer Place, Sydney, New South Wales, 2000 (**Minister**)

GOODMAN PROPERTY SERVICES (AUST) PTY LIMITED (ACN 088 981 793) of Level 10, 60 Castlereagh Street, Sydney, New South Wales, 2000 (**Goodman**)

BGAI 6 PTY LIMITED (ACN 128 775 799) of Level 10, 60 Castlereagh Street, Sydney, New South Wales, 2000 as trustee for the BGAI 1 Oakdale Trust (**Landowner**)

INTRODUCTION:

- A** The Landowner owns the Land as trustee for the BGAI 1 Oakdale Trust (the Trust).
- B** Goodman International Limited (now Goodman Limited) submitted a Project Application for the Development which the Minister approved on 2 January 2009. Goodman Limited submitted an application to modify the terms of the Project Approval under section 75W of the Act to modify condition 13 in Schedule 2 to the Project Approval which requires a planning agreement to be entered into.
- C** Goodman is a wholly owned subsidiary of Goodman Limited and intends to develop the Land.
- D** For the purposes of this Deed the Landowner and Goodman shall together be referred to as "**the Developer**".
- E** The Developer has made an offer to enter into a planning agreement with the Minister in order to provide for regional transport infrastructure and services.
- F** This Deed constitutes an agreement between the Developer and the Minister that the Developer will make the Development Contributions on the terms and conditions of this Deed.

IT IS AGREED:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this **Deed**, unless the context clearly indicates otherwise:

Act means the *Environmental Planning and Assessment Act 1979* (NSW).

Address for Service means the address of each party appearing in **Schedule 2** or any new address notified by any party to all other parties as its new Address for Service.

Authority means any Federal, State or local government or semi-governmental, statutory, judicial or public person, instrumentality or department.

Bank Guarantee means an irrevocable and unconditional undertaking:

(a) by an Australian bank and which is an eligible financial institution for the purposes of Treasury Circular NSW TC08/01 dated 21 February 2008 as amended, supplemented or substituted from time to time; and

(b) on terms,

acceptable to the Minister, in the Minister's absolute discretion, to pay the face value of that undertaking (being such an amount as is required under this Deed) on demand.

Building Work means any physical activity involved in the erection of a building but excludes preparatory site works, bulk earthworks, and the construction of building slabs and footings.

Business Day means any day that is not a Saturday, Sunday, gazetted public holiday or bank holiday in Sydney, and concludes at 5 pm on that day.

Construction Certificate has the same meaning given to that term in the Act.

Contribution Amount means the amounts of a monetary contribution to be paid by the Developer as described in the **Schedule 4**.

CPI means the Sydney Consumer Price Index (All Groups) published by the Commonwealth Statistician, or if that index no longer exists, any similar index which the Minister determines in its sole discretion.

Development means the establishment of a DHL Logistics Hub and associated infrastructure approved by the Minister on 2 January 2009 (Project Approval 08_0066) (as modified).

Development Application has the same meaning as in the Act.

Development Contributions means the contributions provided for in **Schedule 4**.

Development Contribution Table means the table in paragraph 1 of **Schedule 4**.

Explanatory Note means the explanatory note required by the Regulation.

General Register of Deeds means the land register maintained under the *Conveyancing Act 1919* (NSW) and so titled.

GST means any form of goods and services tax payable under the GST Legislation.

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

Land means the land described in **Schedule 3** of this Deed.

Lot 1A means the lot marked 1A as shown on the Plan of Subdivision.

Lot 2A means the lot marked 2A as shown on the Plan of Subdivision.

Plan of Subdivision means the plan annexed at Annexure A.

Project Application means an application under section 75E of the Act.

Project Approval means an approval given under section 75J of the Act.

Real Property Act means the *Real Property Act 1900* (NSW).

Register means the Torrens title register maintained under the Real Property Act.

Regulation means the *Environmental Planning and Assessment Regulation 2000* (NSW).

Subdivision Certificate has the same meaning given to that term in the Act.

Trust means the Oakdale Trust created by Deed of Trust dated 5 May 2008.

1.2 Interpretation

In this Deed unless the context clearly indicates otherwise:

- (a) a reference to **this Deed** or another document means this Deed or that other document and any document which varies, supplements, replaces, assigns or novates this Deed or that other document;
- (b) a reference to **legislation** or a **legislative provision** includes any statutory modification, or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (c) a reference to a **body** or **authority** which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;
- (d) a reference to the **introduction**, a **clause**, **schedule** or **annexure** is a reference to the introduction, a clause, a schedule or an annexure to or of this Deed;
- (e) **clause headings**, the **introduction** and the **table of contents** are inserted for convenience only and do not form part of this Deed;
- (f) the **schedules** form part of this Deed;

- (g) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (h) a reference to a **natural person** includes their personal representatives, successors and permitted assigns;
- (i) a reference to a **corporation** includes its successors and permitted assigns;
- (j) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this Deed;
- (k) an **obligation** or **warranty** on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- (l) a requirement to do any thing includes a requirement to cause that thing to be done and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (m) **including** and **includes** are not words of limitation;
- (n) a word that is derived from a defined word has a corresponding meaning;
- (o) **monetary amounts** are expressed in Australian dollars;
- (p) the singular includes the plural and vice-versa;
- (q) words importing one gender include all other genders;
- (r) a reference to a thing includes each part of that thing; and
- (s) neither this Deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

2 OPERATION AND APPLICATION OF THIS DEED

2.1 Operation

This Deed will commence on the date this Deed is signed by all the parties.

2.2 Planning agreement under the Act

This Deed constitutes a planning agreement within the meaning of section 93F of the Act.

2.3 Application

This Deed applies to:

- (a) the Land; and
- (b) the Development.

2.4 Development Contributions

The Developer agrees that the Minister:

- (a) has no obligation to use or expend a Development Contribution for a particular purpose and has no obligation to repay a Development Contribution; and
- (b) in circumstances where a Development Contribution is transferred to any Authority, has not made any representation or warranty that the Development Contribution will or must be used for a particular purpose by that Authority.

3 APPLICATION OF SECTIONS 94, 94A AND 94EF OF THE ACT

The application of sections 94, 94A and 94EF of the Act are excluded to the extent stated in **Schedule 1**.

4 REQUIREMENT TO PROVIDE DEVELOPMENT CONTRIBUTIONS

- (a) The Developer undertakes to provide, or procure the provision of, the Development Contributions for development on Lot 1A and Lot 2A in the manner and at the times set out in Schedule 4 and the parties agree to abide by the procedures and obligations set out in Schedule 4.
- (b) The Developer acknowledges that it may be required to provide a contribution towards regional transport infrastructure and services in relation to the lots (other than Lot 1A and Lot 2A) identified in the Plan of Subdivision in connection with any future Development Application or Project Application for development on those lots.

5 REGISTRATION ON TITLE

5.1 Land ownership

The Landowner represents and warrants that it is:

- (a) the owner of the Land; or

- (b) legally and beneficially entitled to become the owner of the Land and will become the legal and beneficial owner of the Land, prior to the date that this Deed is required to be registered under **clause 5.2** of this Deed; and
- (c) legally and beneficially entitled to obtain all consents and approvals and to compel any person referred to in or contemplated by **clause 5.2(b)(i)** to assist, cooperate and to otherwise do all things necessary for the Developer to comply with its obligations under **clause 5.2**.

5.2 Registration of Deed

- (a) As contemplated by section 93H of the Act, the Developer agrees to procure the registration of this Deed under the Real Property Act in the relevant folio of the Register within 5 Business Days of the date that the Minister provides written notice to the Developer that this Deed has been executed.
- (b) The Developer at its own expense, will take all practical steps and otherwise do anything to procure:
 - (i) the consent of each person who:
 - (A) has an estate or interest in the Land registered under the Real Property Act; or
 - (B) is seized or possessed of an estate or interest in the Land; and
 - (ii) the execution of any documents; and
 - (iii) the production of the relevant certificates of title; and
 - (iv) the lodgement and registration of this Deed, by the Registrar-General in the relevant folio of the Register, or in the General Register of Deeds if this Deed relates to land not under the Real Property Act.
- (c) The Developer will provide the Minister with a copy of the relevant folio of the Register within 10 Business Days of registration of this Deed in accordance with this **clause 5.2**.

5.3 Release and discharge of Deed

The Minister agrees to do all things reasonably required by the Developer to release and discharge this Deed with respect to any part of the Land upon the Developer satisfying all of its obligations under this Deed in respect of that part of the Land.

6 SECURITY

6.1 Security

The Developer has agreed to provide Bank Guarantees to the Minister upon execution of this Deed in accordance with the terms and procedures set out in **Schedule 5** to secure the Development Contributions.

7 DISPUTE RESOLUTION

7.1 Not commence

A party must not commence any court proceedings relating to a dispute unless it complies with this **clause 7**.

7.2 Written notice of dispute

A party claiming that a dispute has arisen under or in relation to this Deed must give written notice to the other party specifying the nature of the dispute.

7.3 Attempt to resolve

On receipt of notice under **clause 7.2**, the parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or other techniques agreed by them.

7.4 Mediation

If the parties do not agree within 21 Business Days of receipt of notice under **clause 7.2** (or any further period agreed in writing by them) as to:

- (a) the dispute resolution technique and procedures to be adopted;
- (b) the timetable for all steps in those procedures; or
- (c) the selection and compensation of the independent person required for such technique,

the parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of NSW. The parties must request the president of the Law Society of NSW or the president's nominee to select the mediator and determine the mediator's remuneration.

7.5 Court proceedings

If the dispute is not resolved within 60 Business Days after notice is given under **clause 7.2** then any party which has complied with the provisions of this **clause 7** may in writing terminate any dispute resolution process undertaken under this clause and may then commence court proceedings in relation to the dispute.

7.6 Not use information

The parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement under this **clause 7** is to attempt to settle the dispute. No party may use any information or documents obtained through any dispute resolution process undertaken under this **clause 7** for any purpose other than in an attempt to settle the dispute.

7.7 No prejudice

This **clause 7** does not prejudice the right of a party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this Deed.

8 GST

8.1 Definitions

Words used in this clause that are defined in the GST Legislation have the meaning given in that legislation.

8.2 Intention of the parties

The parties intend that:

- (a) Divisions 81 and 82 of the GST Legislation apply to the supplies made under and in respect of this Deed; and
- (b) no additional amounts will be payable on account of GST and no tax invoices will be exchanged between the parties.

8.3 Reimbursement

Any payment or reimbursement required to be made under this Deed that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which any entity is entitled for the acquisition to which the cost, expense or amount relates.

8.4 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Deed are GST Exclusive. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purposes of this **clause 8**.

8.5 Additional Amounts for GST

To the extent an amount of GST is payable on a supply made by a party under or in connection with this Deed (the GST Amount), the Recipient will pay to the Supplier the GST Amount. However, where a GST Amount is payable by the Minister as Recipient of the supply, the Developer will ensure that:

- (a) the Developer makes payment of the GST Amount on behalf of the Minister, including any gross up that may be required; and
- (b) the Developer provides a Tax Invoice to the Minister.

8.6 Non monetary consideration

Clause 8.5 applies to non-monetary consideration.

8.7 Assumptions

The Developer acknowledges and agrees that in calculating any amounts payable under **clause 8.5** the Developer will assume the Minister is not entitled to any input tax credit.

8.8 No merger

This clause will not merge on completion or termination of this Deed.

9 ASSIGNMENT

9.1 Consent

This Deed is personal to each party and no party may assign the rights or benefits of this Deed to any person except:

- (a) to a related body corporate, after obtaining the consent of the other parties, which the other parties must not withhold if it is reasonably satisfied that the related body corporate has sufficient assets, resources and expertise to perform all of the assigning party's obligations under this Deed; or
- (b) to any other person, with the prior consent of the other parties, which the other parties may give, give conditionally or withhold in its absolute discretion.

10 WARRANTIES OF CAPACITY

10.1 General warranties

Each party warrants to each other party that:

- (a) this Deed creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (b) unless otherwise stated, it has not entered into this Deed in the capacity of trustee of any trust.

10.2 Power of attorney

If an attorney executes this Deed on behalf of any party, the attorney declares that it has no notice of the revocation of that power of attorney.

11 INTEREST

If the Developer fails to pay any amount due to the Minister on the due date for payment, the Developer must also pay to the Minister interest at a rate of 2% above the loan reference rate charged by the Commonwealth Bank of Australia from time to time. That interest will be payable on the daily balance of amounts due from the due date for payment of those amounts until all outstanding amounts (including interest on those amounts) have been paid to the Minister.

12 LANDOWNER LIMITATION OF LIABILITY

12.1 Trustee's capacity

The Landowner's liability under this Deed is limited to the Landowner's capacity as trustee of the BGAI 1 Oakdale Trust (**Trust**) and the Landowner is not liable in any other capacity.

12.2 Limitation

Subject to clause 12.4, the liability of the Landowner in respect of any cause of action, claim or loss arising:

- (a) under or in connection with this Deed;
- (b) in connection with any transaction, conduct or any other agreement contemplated by this Deed; or
- (c) under or in connection with (to the extent permitted by law) any representation or undertaking given or to be given in connection with this Deed;

(each, a **Trust Claim**), is limited to the assets, property and rights (real and personal) of any value whatsoever of the Trust (**Assets**). The right of the parties other than the Landowner to recover any amount in respect of any (and all) Trust Claims is limited to a right to recover an amount not exceeding the amount which the Landowner is entitled and able to recover from the Assets (after taking account of the costs of exercising its right of indemnity or exoneration) and if, after exercise of those rights, any such amount remains outstanding, no further Trust Claim may be made against the Landowner personally.

12.3 Acknowledgment of limitations

The Minister agrees and acknowledges that it must not, in respect of any Trust Claim:

- (a) subject to clause 12.4, bring proceedings against the Landowner in its personal capacity;
- (b) seek to appoint an administrator or liquidator to the Landowner;
- (c) commence the winding-up, dissolution or administration of the Landowner; or
- (d) appoint a receiver, receiver and manager, administrative receiver or similar official to all or any of the assets of the Landowner,

except to the extent that the steps taken affect any Assets or the Landowner's right of recourse against, and indemnity from, the Assets and nothing else.

12.4 Exception

If the Landowner acts negligently, fraudulently, with wilful misconduct or in breach of trust with a result that:

- (a) the Landowner's right of indemnity, exoneration or recoupment of the Assets; or
- (b) the actual amount recoverable by the Landowner in exercise of those rights,

is reduced in whole or in part or does not exist, then to the extent that such right or the amount so recoverable is reduced or does not exist, the Landowner may be personally liable.

13 GENERAL PROVISIONS

13.1 Entire Deed

This Deed constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

13.2 Variation

This Deed must not be varied except by a later written document executed by all parties.

13.3 Waiver

A right created by this Deed cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

13.4 Further assurances

Each party must promptly execute all documents and do every thing necessary or desirable to give full effect to the arrangements contained in this Deed.

13.5 Time for doing acts

(a) If:

(i) the time for doing any act or thing required to be done; or

(ii) a notice period specified in this Deed,

expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.

(b) If any act or thing required to be done is done after 5 pm on the specified day, it is taken to have been done on the following Business Day.

13.6 Governing law and jurisdiction

(a) The laws applicable in New South Wales govern this Deed.

(b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

13.7 Severance

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this Deed without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

13.8 Preservation of existing rights

The expiration or termination of this Deed does not affect any right that has accrued to a party before the expiration or termination date.

13.9 No merger

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this Deed for any reason, will not merge on the occurrence of that event but will remain in full force and effect.

13.10 Counterparts

This Deed may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

13.11 Relationship of parties

Unless otherwise stated:

- (a) nothing in this Deed creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

13.12 Good faith

Each party must act in good faith towards all other parties and use its best endeavours to comply with the spirit and intention of this Deed.

13.13 No fetter

Nothing in this Deed shall be construed as requiring the Minister to do anything that would cause the Minister to breach any of the Minister's obligations at law and without limitation, nothing in this Deed shall be construed as limiting or fettering in any way the discretion of the Minister in exercising any of the Minister's statutory functions, powers, authorities or duties.

13.14 Explanatory note

The Explanatory Note must not be used to assist in construing this Deed.

13.15 Expenses and stamp duty

- (a) The Developer must pay its own and the Minister's reasonable legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this Deed.
- (b) The Developer must pay for all costs and expenses associated with the giving of public notice of this Deed and the Explanatory Note in accordance with the Regulation.
- (c) The Developer must pay all stamp duty assessed on or in respect of this Deed and any instrument or transaction required by or necessary to give effect to this Deed.
- (d) On execution of this Deed, the Developer must provide the Minister with a bank cheque in respect of the Minister's costs pursuant to paragraphs (a) and (b) above which have been notified to the Developer in writing.

13.16 Notices

Any notice, demand, consent, approval, request or other communication (notice) to be given under this Deed must be in writing and must be given to the recipient at its Address for Service by being:

- (a) hand delivered; or
- (b) sent by facsimile transmission.

A notice is given if:

- (a) hand delivered, on the date of delivery; or
- (b) sent by facsimile transmission during any Business Day, on the date that the sending party's facsimile machine records that the facsimile has been successfully transmitted.

EXECUTED as a Deed

Signed sealed and delivered for and on behalf of the **Minister for Planning**, in the presence of:

Jana Budd

Signature of Witness

SUSAN JENIFER BUDD

Name of Witness in full

*22-33 Bridge Street,
SYDNEY 2000*

Signed for GOODMAN PROPERTY SERVICES (AUST) PTY LIMITED pursuant to Power of Attorney Registered No. 75 Book No. 4507 dated 18 December 2006 (who states that by executing this document that the attorney has received no notice of revocation of the power of attorney):

[Signature]

Signature of Witness

LESLEY MCLAREN

Print Name *Level 10, 60
Castlereagh St, Sydney
NSW 2000*

Signed for BGAI 6 PTY LIMITED by its attorney pursuant to Power of Attorney Registered No. 521 Book No. 4597 dated 18 August 2010 (who states that by executing this document that the attorney has received no notice of revocation of the power of attorney):

[Signature]

Signature of Witness

LESLEY MCLAREN

Print Name *Level 10, 60
Castlereagh St, Sydney NSW
2000*

[Signature]

Signature of Witness

AMY STURT

Print Name

*738-780 Wallgrove Road
Horsley Park NSW 2175*

SHaddadi

Signature of the Minister for Planning

Sam W Haddad

Minister for Planning

*Signed by Sam Gabriel Haddad
Director General NSW Department of Planning
under delegation from the Minister for Planning
dated 9 February 2011*

[Signature]

Signature of Attorney

SAMANTHA EVANS

Print Name

[Signature]

Signature of Attorney

ALAN WILSON

Print Name

[Signature]

Signature of Attorney

MEGAN M KUBLINS

Print Name

SCHEDULE 1

Requirements under section 93F of the Act

The parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the Deed complying with the Act.

REQUIREMENT UNDER THE ACT	THIS DEED
Planning instrument and/or development application – (section 93F(1)) The Developer has: (a) sought a change to an environmental planning instrument. (b) made, or proposes to make, a Development Application/Project Application. (c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.	(a) No (b) No (c) Yes
Description of land to which this Deed applies – (section 93F(3)(a))	See Schedule 3
Description of change to the environmental planning instrument to which this Deed applies – (section 93F(3)(b))	N/A
The scope, timing and manner of delivery of contribution required by this Deed – (section 93F(3)(c))	See Schedule 4
Applicability of sections 94 and 94A of the Act – (section 93F(3)(d))	The application of sections 94 and 94A of the Act is not excluded in respect of the Development.
Applicability of section 94EF of the Act – (section 93F(3)(d))	The application of section 94EF of the Act is not excluded in respect of the Development.
Consideration of benefits under this Deed if section 94 applies – (section 93F(3)(e))	No
Mechanism for Dispute Resolution – (section 93F(3)(f))	See clause 7
Enforcement of this Deed – (section 93F(3)(g))	See clause 6
No obligation to grant consent or exercise functions – (section 93F(10))	See clause 13.13

SCHEDULE 2

Address for Service (clause 1.1)

Minister

Contact: Director-General, Department of Planning

Address: 23-33 Bridge Street
SYDNEY NSW 2000

Facsimile No: (02) 9228 6455

Developer

Contact: General Manager Australia Goodman

Address: Level 10, 60 Castlereagh Street
SYDNEY NSW 2000

Facsimile No: (02) 9230 7444

SCHEDULE 3**Land (clause 1.1)****1 Lots proposed for development**

Lot	Deposited Plan
2	120673

SCHEDULE 4**Development Contributions (clause 4)****1 Development Contributions**

The Developer undertakes to make the following Development Contributions:

1. Development Contribution	2. Indexation	3. Manner of Delivery	4. Timing
Contribution of \$745,200 for Lot 1A towards regional transport infrastructure and services ("Lot 1A Contribution") and (See Note below)	The Contribution Amount is to be increased in accordance with paragraph 2 below	Cash	Prior to: (a) the issue of a Construction Certificate in relation to Lot 1A; or (b) the issue of a Subdivision Certificate in relation to the Land; whichever is the earlier.
Contribution of \$1,344,600 for Lot 2A towards regional transport infrastructure and services ("Lot 2A Contribution") (See Note below)	The Contribution Amount is to be increased in accordance with paragraph 2 below	Cash	Within 10 Business Days of the date that the Minister provides written notice to the Developer that this Deed has been executed.

Note: The above Contribution Amount relates to Lot 1A and Lot 2A only. The Developer acknowledges that it may be required to provide a contribution towards regional transport infrastructure and services in relation to the other lots identified in the Plan of Subdivision in connection with any future Development Application or Project Application for development on those lots.

2 Increase in Development Contributions

If the Development Contribution Table states that the Contribution Amount will be increased, then the amount specified for that Contribution Amount in the Development Contributions Table must be increased to reflect any increase in the CPI since the date of this Deed with the relevant amount being calculated as at the date of payment.

3 Notice of commencement of Building Work

Prior to commencing Building Work on Lot 1A, the Developer must provide the Minister with at least 5 Business Days notice of its intention to commence such Building Work.

SCHEDULE 5

Bank Guarantee (clause 6.1)

1 **Bank Guarantees Required**

The Developer has agreed to provide security to the Minister in the form of Bank Guarantees as follows:

- (a) a Bank Guarantee for a face value equivalent to \$745,200 to secure the Lot 1A Contribution ; and
- (b) a Bank Guarantee for a face value equivalent to \$1,344,600 to secure the Lot 2A Contribution

on the terms and conditions of this Schedule.

2 **Claims under Bank Guarantee**

The Developer agrees that the Minister may make claims under a Bank Guarantee provided by it on the following basis:

- (a) In relation to the Bank Guarantee securing the Lot 1A Contribution, the Minister may call upon that Bank Guarantee (in full or in part) in the event that the Developer breaches its obligation to pay the Lot 1A Contribution in accordance with this Deed and retain and use such monies in his discretion to compensate the Minister for the Developer's breach of those obligations;
- (b) In relation to the Bank Guarantee securing the Lot 2A Contribution, the Minister may call upon that Bank Guarantee (in full or in part) in the event that the Developer breaches its obligation to pay the Lot 2A Contribution in accordance with this Deed and retain and use such monies in his discretion to compensate the Minister for the Developer's breach of those obligations;
- (c) the Minister agrees not to make any claim under a Bank Guarantee without providing at least 10 Business Days' prior written notice to the Developer of its intention to do so;
- (d) the amount appropriated by the Minister under paragraph(s) (a) and (b) must be applied towards the costs and expenses incurred by the Minister in rectifying any default by the Developer under this Deed.

3 **Release of Bank Guarantee**

If:

- (a) the Developer has satisfied all of its obligations under this Deed which were secured by the relevant Bank Guarantee, and;
- (b) the whole of the monies secured by the Bank Guarantee have not been expended and the monies accounted for in accordance with paragraph 2(d) of this Schedule;

then the Minister will promptly return the Bank Guarantee (less any costs, charges, duties and taxes payable), or the remainder of the monies secured by the Bank Guarantee (as the case may be), to the Developer.

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ANNEXURE A

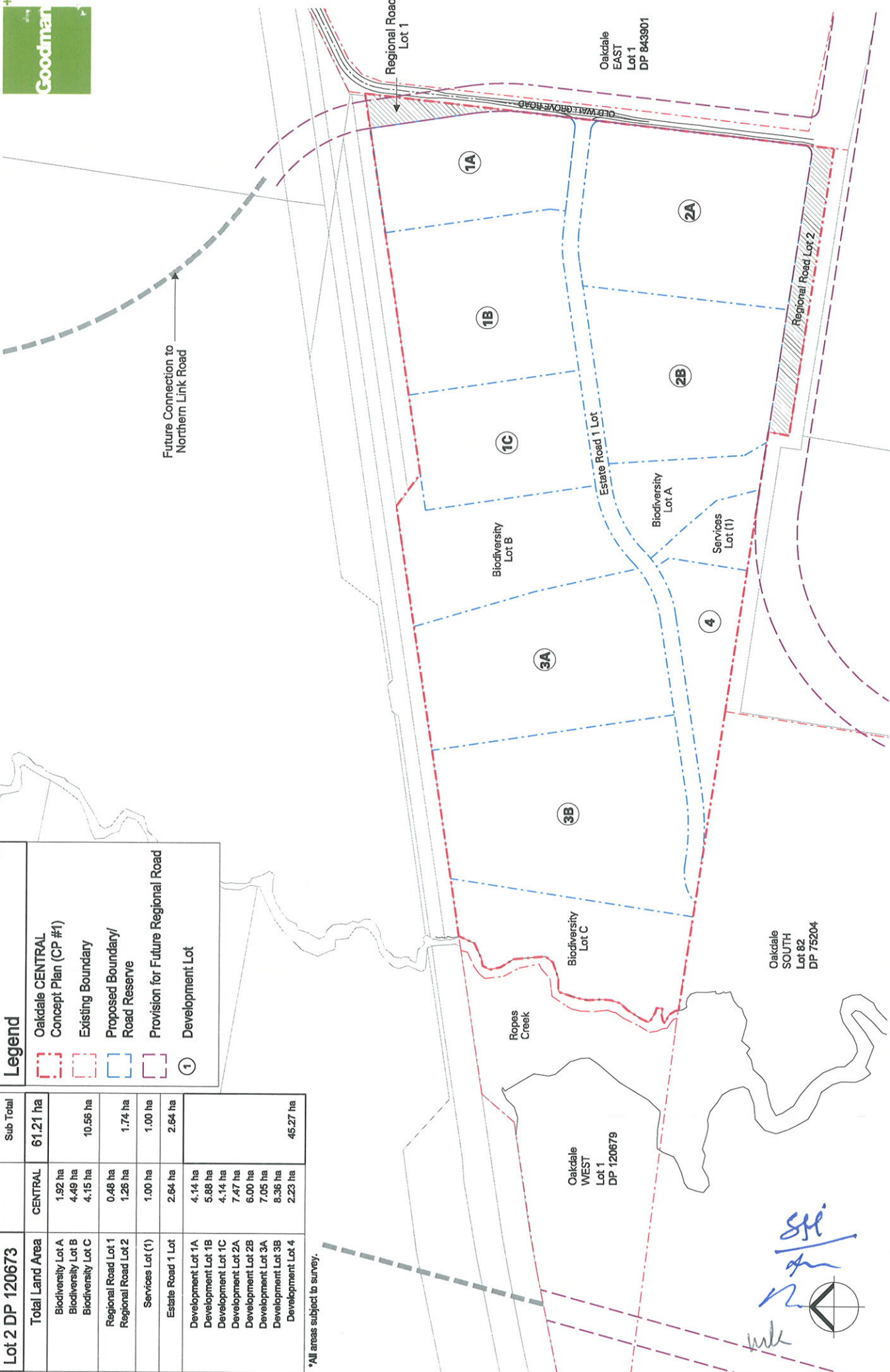
Plan of Subdivision

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Lot 2 DP 120673			Sub Total
Total Land Area	CENTRAL		61.21 ha
Biodiversity Lot A	1.92 ha		
Biodiversity Lot B	4.49 ha		10.56 ha
Biodiversity Lot C	4.15 ha		
Regional Road Lot 1	0.48 ha		1.74 ha
Regional Road Lot 2	1.26 ha		
Services Lot (1)	1.00 ha		1.00 ha
Estate Road 1 Lot	2.64 ha		2.64 ha
Development Lot 1A	4.14 ha		
Development Lot 1B	5.88 ha		
Development Lot 1C	4.14 ha		
Development Lot 2A	7.47 ha		
Development Lot 2B	6.00 ha		
Development Lot 3A	7.05 ha		
Development Lot 3B	8.36 ha		
Development Lot 4	2.23 ha		45.27 ha

*All areas subject to survey.



Legend	
	Oakdale CENTRAL Concept Plan (CP #1)
	Existing Boundary
	Proposed Boundary/ Road Reserve
	Provision for Future Regional Road
	Development Lot

Lot 2 DP 120673		Sub Total
Total Land Area	CENTRAL	61.21 ha
Biodiversity Lot A	1.84 ha	10.07 ha
Biodiversity Lot B	4.08 ha	
Biodiversity Lot C	4.15 ha	
Regional Road Lot 1	0.48 ha	1.74 ha
Regional Road Lot 2	1.26 ha	
Services Lot (1)	1.00 ha	1.00 ha
Estate Road 1 Lot	2.64 ha	2.64 ha
Development Lot 1A	4.14 ha	45.76 ha
Development Lot 1B	5.88 ha	
Development Lot 1C	4.64 ha	
Development Lot 2A	7.47 ha	
Development Lot 2B	6.00 ha	
Development Lot 3A	7.47 ha	
Development Lot 3B	7.98 ha	
Development Lot 4	2.18 ha	

*All areas subject to survey.

Legend

Oakdale CENTRAL
Concept Plan (CP #1)

Existing Boundary

Proposed Boundary/
Road Reserve

Provision for Future Regional Road

1

Development Lot

