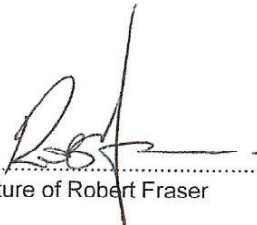


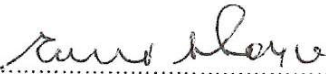
Execution page

Schofields Nominee No 5 Pty Ltd ACN 616 237 195 as Vendor and Minister for Education
ABN 40 300 173 822 as purchaser of proposed Lot 2 in Plan of Acquisition applicable to
Farmland Drive, Schofields

Dated: 30 OCTOBER 2012

EXECUTED by Robert Fraser as a duly
authorised Delegate of the Minister for
Education pursuant to delegated authority
under section 119 of the *Education Act 1990*
and pursuant to the authority of the Minister for
Education to acquire land pursuant to
section 125 of the *Education Act 1990* in the
presence of:


Signature of Robert Fraser


Signature of witness

EDWARD BRYCE
Name of witness (PLEASE PRINT)

HUNT & HUNT
Address of witness (PLEASE PRINT)

Sydney
Address of witness (PLEASE PRINT)

special condition does not merge on completion.

8. No Sewerage Service Diagram

- 8.1 Annexed to this Contract is a copy of a letter dated 7 May 2018 from Sydney Water confirming the Master Lot is not serviced by reticulated sewer and the purchaser will make no objection, requisition or Claim for compensation in respect of any matter disclosed or referred to in the letter dated 7 May 2018 from Sydney Water.
- 8.2 Annexed to this Contract is a copy of the sewer location diagram in relation to the Mater Lot and the purchaser will make no objection, requisition or Claim for compensation in respect of any matter disclosed or referred to in such diagram.

9. Services

Subject to any warranties applying by virtue of any legislation the purchaser shall not be entitled to make a Claim, objection, requisition or delay completion of or rescind or terminate this Contract by reason of the existence or non-existence of, or passage through the Land or any adjoining land of mains, pipes, wires and connections of any service (including a service referred to in printed clause 10.1.2) whether to the Land or any other land or jointly to both or otherwise.

10. Survey Report

- 10.1 The purchaser acknowledges that the vendor does not possess a survey in respect of the Master Lot or the Land.
- 10.2 The vendor is not under any obligation to obtain any survey nor take any action nor to do anything necessary to enable the purchaser to obtain any survey.

PLAN OF ACQUISITION

11. Plan of Acquisition

- 11.1 The parties acknowledge that the purchaser is purchasing the Land which is to be created by way of subdivision of the Master Lot pursuant to the Plan of Acquisition.
- 11.2 The purchaser:
- (a) agrees not to vary or allow to be varied the Plan of Acquisition in relation to the Land, the Residue Lot or the 18m Wide Easement Site without the prior written consent of the vendor;
 - (b) may make or permit to be made any minor variations to the Farmland Drive Extension and Pelican Road Section (but excluding any area of the 18m Wide Easement Site which shall not be varied without the vendor's prior written consent in accordance with special condition 0(a)) provided that:
 - (i) such variation does not materially or detrimentally affect the specifications of the Public Road Extension or the public road access to or from the Residue Lot; and
 - (ii) the purchaser gives the vendor prior written notice providing details of the proposed variation to the Plan of Acquisition; and
 - (c) agrees not to vary or allow to be varied the Farmland Drive Extension and Pelican Road Section without the prior written consent of the vendor, where such variation will or is likely to materially or detrimentally affect the specifications of the Public Road Extension or the public road access to or from

the Residue Lot.

11.3

The purchaser warrants:

- (a) that the Land represents the maximum area of the Master Lot which is required to be acquired by or on behalf of the Minister for Education and that no part of the Residue Lot will be required for future acquisition by or on behalf of the Minister for Education; and
- (b) that the Minister for Education has no objection to any rezoning of the Residue Lot from "SP2 - Educational Establishment" to another use.

11.4

The purchaser agrees to procure the grant and registration of the 6m Wide Easement pursuant to the 6m Wide Easement Instrument on completion.

11.5

The purchaser must provide to the vendor within 14 days of the date of this Contract the original 6m Wide Easement Instrument in registrable form (including a plan of the 6m Wide Easement Site in registrable form) duly signed by the purchaser (as transferor) (and stamped if necessary) for signing by the vendor (as transferee) to be held in escrow by the vendor's solicitor pending completion.

11.6

The purchaser must provide:

- (a) on completion a written direction to LRS (in a form acceptable to the vendor acting reasonably), to retain the certificate of title for the Land upon its creation (or if an electronic certificate of title is created for the Land, if required by LRS, provide a CoRD Holder Consent) and directing the LRS to register the 6m Wide Easement Instrument immediately following creation of the Land and prior to the registration of any other dealing in respect of the Land;
- (b) on completion a written undertaking in favour of the vendor (in a form acceptable to the vendor acting reasonably) to promptly comply with or assist in complying with any requisition raised by LRS in connection with the registration of the 6m Wide Easement Instrument; and
- (c) the vendor with any other assistance reasonably required in order to procure the registration of the 6m Wide Easement Instrument;

11.7

The vendor and purchaser agree that, on completion:

- (a) the vendor will cause the production to LRS of the certificate of title for the Master Lot;
- (b) the vendor and its mortgagee (where the relevant mortgage will not be discharged in full) must provide to LRS a letter authorising LRS that on registration of the Transfer – form 01T in respect of the Land to the purchaser (**Transfer**) that LRS must deliver:
 - (i) the title for the Land to Hunt & Hunt on behalf of the Minister for Education; and
 - (ii) the title for Residue Lot to the vendor.
- (c) Hunt & Hunt as solicitors for the purchaser must provide to the vendor an undertaking on behalf of the Minister for Education to notify the other parties of any requisition raised in relation to any dealing referred to in special condition 11.8 and to comply with any requisition in relation to the registration of any other dealing referred to in special condition 11.8 that requires the action of the Minister for Education to rectify; and
- (d) the vendor must provide to the purchaser an undertaking to comply with any