

## Deed of Novation

**Property: 63 Church Street, Parramatta contained in  
Folio Identifier 20/732622**

**Boyded Industries Pty Limited**

**and**

**Gateway Parramatta Two Pty Ltd and Gateway Parramatta  
Two Commercial Pty Ltd ATF Gateway Parramatta Two  
Commercial Trust**

(the Purchaser of the Central Land Parcel)

**and**

**Gateway Parramatta Two Pty Ltd**

(the Purchaser of the Southern Land Parcel)

**and**

**Gateway Parramatta One Pty Ltd and Gateway Parramatta  
One Commercial Pty Ltd ATF Gateway Parramatta One  
Commercial Trust**

(the Purchaser of the Northern Land Parcel)

**and**

**Parramatta City Council**

## Table of contents

<b>1.</b>	<b>Agreement</b>	<b>2</b>
1.1	Assumption of Vendor's Obligations	2
1.2	Assumption of Vendor's Rights	3
1.3	Costs	3
1.4	Release	4
1.5	Novation	4
1.6	Purchaser's Covenants	5
1.7	Council's Covenants	5
1.8	Discharge	6
1.9	Notification of Date of Completion	7
1.10	Acknowledgment by the Parties	7
1.11	Notices	7
1.12	Governing law	8
1.13	General representations and warranties	8
1.14	No fetter	8
1.15	Limit on reliance on Representations and Warranties	9
1.16	Invalidity	9
1.17	Amendments and waivers	9
1.18	Further assurances	9
1.19	No assignment	9
1.20	Counterparts	9
1.21	Definitions	10
1.22	Interpretation	11
1.23	Joint and several liability	12
	<b>Signing page</b>	<b>13</b>

## Deed of Novation

Date 7 March 2016

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Parties **Boyded Industries Pty Limited ACN 000 092 464** of 18 Chicago Avenue, Blacktown 2148  
**(Vendor)**

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**Gateway Parramatta Two Pty Ltd (ACN 607 653 574) as to 53% share and Gateway Parramatta Two Commercial Pty Ltd (ACN 607 735 759) ATF Gateway Parramatta Two Commercial Trust as to 47% share** of Level 1, 74 Macquarie Street, PARRAMATTA NSW 2150  
**(the Purchaser of the Central Land Parcel)**

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**Gateway Parramatta Two Pty Ltd (ACN 607 653 574)** of Level 1, 74 Macquarie Street, PARRAMATTA NSW 2150  
**(the Purchaser of the Southern Land Parcel)**

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**Gateway Parramatta One Pty Ltd (ACN 607 653 565) as to 64% share and Gateway Parramatta One Commercial Pty Ltd (ACN. 607 735 660) ATF Gateway Parramatta One Commercial Trust as to 36% share** of Level 1, 74 Macquarie Street, PARRAMATTA NSW 2150  
**(the Purchaser of the Northern Land Parcel)**

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**Parramatta City Council ABN 49 907 174 773** of 126 Church Street, PARRAMATTA NSW 2150  
**(Council)**

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Recitals

- A. The Vendor and Council are parties to the Planning Agreement.
- B. The Vendor and the Purchaser of the Central Land Parcel are parties to the Agreement for Sale of the Central Land Parcel.
- C. The Vendor and the Purchaser of the Southern Land Parcel are parties to the Agreement for Sale of the Southern Land Parcel.

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- D. The Vendor and the Purchaser of the Northern Land Parcel are parties to the Agreement for Sale of the Northern Land Parcel.
  - E. This deed is entered into pursuant to clause 18.1.2 of the Planning Agreement.
  - F. The Vendor wishes to novate all of its rights and obligations under the Planning Agreement as they relate to the Central Parcel to the Purchaser of the Central Land Parcel as and from the Date of Completion for the Central Land Parcel.
  - G. The Vendor wishes to novate all of its rights and obligations under the Planning Agreement as they relate to the Southern Parcel to the Purchaser of the Southern Land Parcel as and from the Date of Completion for the Southern Land Parcel.
  - H. The Vendor wishes to novate all of its rights and obligations under the Planning Agreement as they relate to the Northern Parcel to the Purchaser of the Northern Land Parcel as and from the Date of Completion for the Northern Land Parcel.
  - I. The parties agree to the novation of the Vendor's rights and obligations under the Planning Agreement on the terms of this deed and further agree as follows:

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The parties agree:

This deed witnesses that in consideration of, among other things, the mutual promises contained in this deed the parties agree as follows:

## 1. Agreement

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### 1.1 Assumption of Vendor's Obligations

- (a) The Purchaser of the Central Land Parcel agrees, on and from the Date of Completion for the Central Land Parcel, to comply with all of the obligations of the Vendor under the Planning Agreement in so far as those obligations relate to the Central Land Parcel (including obligations which may have arisen before the transfer of the Central Land Parcel to the Purchaser of the Central Land Parcel).
- (b) The Purchaser of the Southern Land Parcel agrees, on and from the Date of Completion for the Southern Land Parcel, to comply with all of the obligations of the Vendor under the Planning Agreement in so far as those obligations relate to the Southern Land Parcel (including obligations which may have arisen before the transfer of Southern Land Parcel to the Purchaser of the Southern Land Parcel).

- (c) The Purchaser of the Northern Land Parcel agrees, on and from the Date of Completion for the Northern Land Parcel, to comply with all of the obligations of the Vendor under the Planning Agreement in so far as those obligations relate to the Northern Land Parcel (including obligations which may have arisen before the transfer of Northern Land Parcel to the Purchaser of the Northern Land Parcel).

## 1.2 Assumption of Vendor's Rights

The parties acknowledge and agree that:

- (a) on and from the Date of Completion for the Central Land Parcel, the Purchaser of the Central Land Parcel has the benefit of all of the Vendor's rights under the Planning Agreement as those rights relate to the Central Land Parcel;
- (b) on and from the Date of Completion for the Southern Land Parcel, the Purchaser of the Southern Land Parcel has the benefit of all of the Vendor's rights under the Planning Agreement insofar as those rights relate to the Southern Land Parcel;
- (c) on and from the Date of Completion for the Northern Land Parcel, the Purchaser of the Northern Land Parcel has the benefit of all of the Vendor's rights under the Planning Agreement insofar as those rights relate to the Northern Land Parcel;
- (d) the requirements of clause 18.1.2 of the Planning Agreement have been satisfied by execution of this deed;
- (e) the Planning Agreement is binding on the Council and enforceable against the Council by:
  - (i) the Purchaser of the Central Land Parcel insofar as the Planning Agreement relates to the Central Land Parcel on and from the Date of Completion for the Central Land Parcel,
  - (ii) the Purchaser of the Southern Land Parcel insofar as the Planning Agreement relates to the Southern Land Parcel on and from the Date of Completion for the Southern Land Parcel; or
  - (iii) the Purchaser of the Northern Land Parcel insofar as the Planning Agreement relates to the Northern Land Parcel on and from the Date of Completion for the Northern Land Parcel,

as if the Purchaser of the Central Land Parcel, the Purchaser of the Southern Land Parcel and the Purchaser of the Northern Land Parcel were the Landowner named in the Planning Agreement.

## 1.3 Costs

Each party agrees to pay their own legal costs and expenses incurred in connection with the negotiation, preparation, signature, completion and performance of this deed.

#### 1.4 Release

The Council releases the Vendor from all and any of its obligations under the Planning Agreement with respect to the:

- (a) Central Land Parcel on and from the Date of Completion for the Central Land Parcel;
- (b) Southern Land Parcel on and from the Date of Completion for the Southern Land Parcel; and
- (c) Northern Land Parcel on and from the Date of Completion for the Northern Land Parcel.

#### 1.5 Novation

- (a) On and from the Date of Completion for the Central Land Parcel, the Planning Agreement is novated so that:
  - (i) the Purchaser of the Central Land Parcel replaces the Vendor under the Planning Agreement as that Planning Agreement relates to the Vendor's rights and obligations in relation to the Central Land Parcel, as if the Purchaser of the Central Land Parcel is an original party to the Planning Agreement as it relates to the Central Land Parcel; and
  - (ii) a reference in the Planning Agreement to the Vendor (however defined) must be read and construed as a reference to the Purchaser of the Central Land Parcel under the Planning Agreement as that reference relates to the Central Land Parcel.
- (b) On and from the Date of Completion for the Southern Land Parcel, the Planning Agreement is novated so that:
  - (i) the Purchaser of the Southern Land Parcel replaces the Vendor under the Planning Agreement as that Planning Agreement relates to the Vendor's rights and obligations in relation to the Southern Land Parcel, as if the Purchaser of the Southern Land Parcel is an original party to the Planning Agreement as it relates to the Southern Land Parcel; and
  - (ii) a reference in the Planning Agreement to the Vendor (however defined) must be read and construed as a reference to the Purchaser of the Southern Land Parcel under the Planning Agreement as that reference relates to the Southern Land Parcel.
- (c) On and from the Date of Completion for the Northern Land Parcel, the Planning Agreement is novated so that:
  - (i) the Purchaser of the Northern Land Parcel replaces the Vendor under the Planning Agreement as that Planning Agreement relates to the Vendor's rights and obligations in relation to the Northern Land Parcel, as if the Purchaser of the Northern Land Parcel is an original party to the Planning Agreement as it relates to the Northern Land Parcel; and

- (ii) a reference in the Planning Agreement to the Vendor (however defined) must be read and construed as a reference to the Purchaser of the Northern Land Parcel under the Planning Agreement as that reference relates to the Northern Land Parcel.

## 1.6 Purchaser's Covenants

- (a) The Purchaser of the Central Land Parcel covenants with the Council to perform the promises and obligations of the Vendor under the Planning Agreement as those promises and obligations relate to the Central Land Parcel, regardless of whether such promises and obligations arose before, on or after the Date of Completion of for the Central Land Parcel.
- (b) The Purchaser of the Southern Land Parcel covenants with the Council to perform the promises and obligations of the Vendor under the Planning Agreement as those promises and obligations relate to the Southern Land Parcel, regardless of whether such promises and obligations arose before, on or after the Date of Completion for the Southern Land Parcel.
- (c) The Purchaser of the Northern Land Parcel covenants with the Council to perform the promises and obligations of the Vendor under the Planning Agreement as those promises and obligations relate to the Northern Land Parcel regardless of whether such promises and obligations arose before, on or after the Date of Completion for the Northern Land Parcel.

## 1.7 Council's Covenants

- (a) The Council covenants with the Purchaser of the Central Land Parcel:
  - (i) that the Planning Agreement is valid and subsisting and enforceable in accordance with its terms and sets out the rights of the landowner of the Central Land Parcel and the Council's obligations thereunder, respectively;
  - (ii) to perform the promises and obligations of the Council under the Planning Agreement insofar as those promises and obligations relate to the Central Land Parcel, with effect from the Date of Completion for the Central Land Parcel; and
  - (iii) the novation of the Planning Agreement under this deed does not constitute a breach of the Planning Agreement.
- (b) The Council covenants with the Purchaser of the Southern Land Parcel:
  - (i) that the Planning Agreement is valid and subsisting and enforceable in accordance with its terms and sets out the rights of the landowner of the Southern Land Parcel and the Council's obligations thereunder, respectively;
  - (ii) to perform the promises and obligations of the Council under the Planning Agreement insofar as those promises and obligations relate to

the Southern Land Parcel, with effect from the Date of Completion for the Southern Land Parcel; and

(iii) the novation of the Planning Agreement under this deed does not constitute a breach of the Planning Agreement.

(c) The Council covenants with the Purchaser of the Northern Land Parcel:

(i) that the Planning Agreement is valid and subsisting and enforceable in accordance with its terms and sets out the rights of the landowner of the Northern Land Parcel and the Council's obligations thereunder, respectively;

(ii) to perform the promises and obligations of the Council under the Planning Agreement insofar as those promises and obligations relate to the Northern Land Parcel, with effect from the Date of Completion for the Northern Land Parcel; and

(iii) the novation of the Planning Agreement under this deed does not constitute a breach of the Planning Agreement.

## 1.8 Discharge

(a) If the Agreement for Sale of the Central Land Parcel is rescinded or terminated, the Purchaser of the Central Land Parcel, the Vendor and the Council are automatically discharged from all obligations arising under this deed which relate to the novation of the Planning Agreement from the Vendor to the Purchaser of the Central Land Parcel, such discharge to be effected by the Purchaser of the Central Land Parcel giving written notice to the other parties to this deed of the rescission or termination of the Agreement for Sale of the Central Land Parcel, with such written notice to be provided within 3 days of such rescission or termination. For the avoidance of doubt, in this scenario, the Vendor will remain responsible for all obligations of the landowner under the Planning Agreement in respect of the Central Land Parcel.

(b) If the Agreement for Sale of the Southern Land Parcel is rescinded or terminated, the Purchaser of the Southern Land Parcel, the Vendor and the Council are automatically discharged from all obligations arising under this deed which relate to the novation of the Planning Agreement from the Vendor to the Purchaser of the Southern Land Parcel, such discharge to be effected by the Purchaser of the Southern Land Parcel giving written notice to the other parties to this deed of the rescission or termination of the Agreement for Sale of the Southern Land Parcel, with such written notice to be provided within 3 days of such rescission or termination. For the avoidance of doubt, in this scenario, the Vendor will remain responsible for all obligations of the landowner under the Planning Agreement in respect of the Southern Land Parcel.

(c) If the Agreement for Sale of the Northern Land Parcel is rescinded or terminated, the Purchaser of the Northern Land Parcel, the Vendor and the Council are automatically discharged from all obligations arising under this deed which relate to the novation of the Planning Agreement from the Vendor to the



Purchaser of the Northern Land Parcel, such discharge to be effected by the Purchaser of the Northern Land Parcel giving written notice to the other parties to this deed of the rescission or termination of the Agreement for Sale of the Northern Land Parcel, with such written notice to be provided within 3 days of such rescission or termination. For the avoidance of doubt, in this scenario, the Vendor will remain responsible for all obligations of the landowner under the Planning Agreement in respect of the Northern Land Parcel.

### 1.9 Notification of Date of Completion

- (a) The Purchaser of the Central Land Parcel must give written notice to the Council to the effect that the Date of Completion for the Central Land Parcel has occurred within five (5) days of the Date of Completion for the Central Land Parcel occurring.
- (b) The Purchaser of the Southern Land Parcel must give written notice to the Council to the effect that the Date of Completion for the Southern Land Parcel has occurred within five (5) days of the Date of Completion for the Southern Land Parcel occurring.
- (c) The Purchaser of the Northern Land Parcel must give written notice to the Council to the effect that the Date of Completion for the Northern Land Parcel has occurred within five (5) days of the Date of Completion for the Northern Land Parcel occurring.

### 1.10 Acknowledgment by the Parties

- (a) The parties to this deed acknowledge that any amendment, variation, termination, rescission, acceptance of repudiation, acceptance, waiver, release or change in or to the Planning Agreement will be effective as between the Purchaser of the Central Land Parcel, the Purchaser of the Southern Land Parcel, the Purchaser of the Northern Land Parcel and the Council, provided that each of the relevant Date of Completion for the Central Land Parcel, Date of Completion for the Southern Land Parcel and Date of Completion for the Northern Land Parcel (as applicable) have occurred.
- (b) All parties acknowledge that they are each bound by, and shall cooperate in the implementation of, this deed.

### 1.11 Notices

All notices, requests, demands, consents, approvals, agreements or other communications to or by a party to this deed:

- (a) must be in writing; and
- (b) will be taken to be given or made when delivered, received or left at the address of the recipient specified on page 1 of this deed or fax number of the recipient which it may have notified the sender but, if delivery or receipt is on a day on which business is not generally carried on in the place to which the communication is sent or is later than 4.00pm (local time), it will be taken to

have been given or made at the commencement of business on the next day on which business is generally carried on in that place.

### 1.12 Governing law

This deed is governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.

### 1.13 General representations and warranties

Each party represents and warrants to each other party that:

- (a) **authority:** it has full power, capacity and authority unconditionally to enter into and perform its obligations under this deed and the Planning Agreement;
- (b) **authorisations:** it has taken all necessary action to authorise the execution, delivery and performance of this deed and the Planning Agreement in accordance with their terms; and
- (c) **binding obligations:** this deed contains legal, valid and binding obligations and is enforceable in accordance with its terms;
- (d) **due incorporation (if a company):** it is duly incorporated in accordance with the laws of its place of incorporation, and it validly exists under those laws and has the capacity to sue or be sued in its own name and to own its property and conduct its business as it is being conducted; and
- (e) **non-contravention:** the execution and delivery of, and compliance with its obligations under this deed and the Planning Agreement does not contravene:
  - (i) any law or directive from a government body;
  - (ii) the constitution of the party;
  - (iii) any agreement or instrument to which the party is a party; or
  - (iv) any obligations of the party to any other person.

### 1.14 No fetter

Notwithstanding anything else contained in this deed, this deed is not intended to operate to fetter, in any manner, the exercise of any statutory power or discretion of the Council (all referred to in this deed as a "**Discretion**"). No provision of this deed is intended to constitute any fetter on the exercise of any Discretion. If, contrary to the operation of this clause, any provision of this deed is held by a court of competent jurisdiction to constitute a fetter on any Discretion, the parties agree:

- (a) they will take all practical steps, including the execution of any further documents to ensure the objective of this clause is substantially satisfied;

- (b) in the event that (a) above cannot be achieved without giving rise to a fetter on the exercise of a Discretion, the relevant provision is to be severed and the remainder of this deed has full force and effect; and
- (c) to endeavour to satisfy the common objectives of the parties in relation to the provision of this deed which is to be held to be a fetter to the extent that is possible having regard to the relevant court judgment.

### **1.15 Limit on reliance on Representations and Warranties**

The parties acknowledge that each party has entered into this deed in reliance upon the representations and warranties contained in clause 1.13. No party has entered into this deed in reliance on any representation, warranty, promise or statement made by another party, or any other person on behalf of a party, other than those set out in this deed. Each representation and warranty survives the execution of this deed and is repeated by the parties on the completion date of this deed.

### **1.16 Invalidity**

If a provision of this deed or a right or remedy of a party under this deed is invalid or unenforceable, it is to be read down or severed only to the extent of the invalidity or unenforceability.

### **1.17 Amendments and waivers**

- (a) This deed may be amended only by a written document signed by the parties.
- (b) A waiver of a provision of this deed or a right or remedy arising under this deed, including this clause, must be in writing and signed by the party granting the waiver.

### **1.18 Further assurances**

Each party must do all things necessary to give full effect to this deed and the transactions contemplated by this deed.

### **1.19 No assignment**

Unless expressly permitted under this deed, a party may not assign this deed or otherwise transfer the benefit of this deed or a right or remedy under it, without the prior written consent of the other parties (which consent shall not be unreasonably withheld).

### **1.20 Counterparts**

This deed may be signed in any number of counterparts and all those counterparts together make one instrument.

## 1.21 Definitions

As used in this deed, unless the context otherwise requires, the following terms shall have the meaning below:

**Agreement for Sale of the Central Land Parcel** means a contract for the sale of the Central Land Parcel between the Vendor and the Purchaser of the Central Land Parcel dated 17 December 2015.

**Agreement for Sale of the Northern Land Parcel** means a put and call option deed between the Vendor and the Purchaser of the Northern Land Parcel dated 20 August 2015.

**Agreement for Sale of the Southern Land Parcel** means a put and call option deed between the Vendor and the Purchaser of the Southern Land Parcel dated 20 August 2015.

**Central Land Parcel** means the land comprised in Lot 20 Deposited Plan 732622 and known as 63 Church Street, Parramatta, NSW.

**Council** means Parramatta City Council ABN 49 907 174 773 of 126 Church Street, Parramatta NSW 2150.

**Date of Completion for the Central Land Parcel** means the date on which the Agreement for Sale of the Central Land Parcel is completed and the Purchaser of the Central Land Parcel becomes the registered owner of the Central Land Parcel on the torrens title register maintained under the Real Property Act 1900 (NSW).

**Date of Completion for the Southern Land Parcel** means the date on which the contract the subject of and consequent to Agreement for Sale of the Southern Land Parcel is completed and the Purchaser of the Southern Land Parcel becomes the registered owner of the Southern Land Parcel on the torrens title register maintained under the Real Property Act 1900 (NSW).

**Date of Completion for the Northern Land Parcel** means the date on which the contract the subject of and consequent to Agreement for Sale of the Northern Land Parcel is completed and the Purchaser of the Northern Land Parcel becomes the registered owner of Northern Land Parcel on the torrens title register maintained under the Real Property Act 1900 (NSW).

**Northern Land Parcel** means the land comprised in Lot B Deposited Plan 304570, known as 44 Early Street and Lot 10, DP 733044 known as 83 Church Street, Parramatta, NSW.

**Planning Agreement** means the planning agreement relating to 57, 63 and 83 Church St and 44 Early Street, Parramatta between the Vendor and Parramatta City Council, dated 22 January 2014 and registered on the titles of the Central Land Parcel, Southern Land Parcel and Northern Land Parcel (bearing registration number A1392225F).

**Power** means any right, discretion, power or remedy, whether express or implied. It includes accepting repudiation and granting waivers.

**Purchaser of the Central Land Parcel** means Gateway Parramatta Two Pty Ltd (ACN 607 653 574) as to 53% share and Gateway Parramatta Two Commercial Pty Ltd (ACN 607 735 759) ATF Gateway Parramatta Two Commercial Trust as to 47% share of Level 1, 74 Macquarie Street, Parramatta NSW 2150.

**Purchaser of the Northern Land Parcel** means Gateway Parramatta One Pty Ltd (ACN 607 653 565) as to 64% share and Gateway Parramatta One Commercial Pty Ltd (ACN. 607 735 660) ATF Gateway Parramatta One Commercial Trust as to 36% share of Level 1, 74 Macquarie Street, Parramatta NSW 2150.

**Purchaser of the Southern Land Parcel** means Gateway Parramatta Two Pty Ltd (ACN 607 653 574) of Level 1, 74 Macquarie Street, Parramatta NSW 2150.

**Southern Land Parcel** means the land comprised in Lot 15 Deposited Plan 651039, Lot 16 Deposited Plan 12623 and Lot 114 Deposited Plan 129484 and known as 57 Church Street, Parramatta, NSW.

**Vendor** means Boyded Industries Pty Ltd ACN 000 092 464, 18 Chicago Avenue, Blacktown 2148.

## 1.22 Interpretation

### In this deed unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words which are gender neutral or gender specific include each gender;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this deed have a corresponding meaning;
- (d) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate and a government agency;
- (e) a reference to a thing (including, but not limited to, a chose-in-action or other right) includes a part of that thing;
- (f) a reference to a clause, party, schedule or attachment is a reference to a clause of this deed, and a party, schedule or attachment to, this deed and a reference to this deed includes a schedule and attachment to this deed;
- (g) a reference to a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable stock exchange and is a reference to that law as amended, consolidated or replaced;
- (h) a reference to a document includes all amendments or supplements to that document, or replacements or novations of it;
- (i) a reference to a party to a document includes that party's legal personal representatives, executors, administrators, successors and permitted assigns;

- (j) a reference to an agreement, other than this deed, includes an undertaking, agreement, deed or legally enforceable arrangement or understanding, whether or not in writing;
- (k) headings are for convenience only and do not affect the interpretation of this deed;
- (l) this deed may not be construed adversely to a party just because that party prepared it;
- (m) a reference to a specific agreement or document includes it as amended, novated, supplemented, or replaced from time to time, except to the extent prohibited by this deed.

### **1.23 Joint and several liability**

Except as otherwise provided by this deed, an agreement, representation, covenant, right or obligation on the part of two or more persons binds them jointly and severally. For the avoidance of doubt, where two or more entities comprise the purchaser of either the Northern Land Parcel, the Southern Land Parcel or the Central Land Parcel, those entities would be jointly and severally liable in so far as that liability relates to the Northern Parcel, the Southern Parcel or the Central Land Parcel, respectively.

## Signing page

Executed as a deed

### Executed by the Vendor


Executed by **Boyded Industries Pty Ltd**  
**ACN 000 092 464** in accordance with  
section 127(1) of the *Corporations Act 2001*  
(Cth) by:



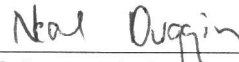
\_\_\_\_\_  
Signature of Director



\_\_\_\_\_  
Signature of Director/Company Secretary



\_\_\_\_\_  
Full name (print)



\_\_\_\_\_  
Full name (print)

### Executed by the Purchaser of the Central Land Parcel

Executed by **Gateway Parramatta Two Pty**  
**Ltd (ACN 607 653 574)** in accordance with  
section 127 of the *Corporations Act 2001*  
(Cth) by:



\_\_\_\_\_  
Signature of sole Director and sole  
Company Secretary

**Sam Fayad**

\_\_\_\_\_  
Full name (print)

**Executed by Gateway Parramatta Two Commercial Pty Ltd (ACN 607 735 759) ATF Gateway Parramatta Two Commercial Trust** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

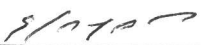
  
\_\_\_\_\_  
Signature of sole Director and sole Company Secretary

**Sam Fayad**

\_\_\_\_\_  
Full name (print)

**Executed by the Purchaser of the Southern Land Parcel**

**Executed by Gateway Parramatta Two Pty Ltd (ACN 607 653 574)** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

  
\_\_\_\_\_  
Signature of sole Director and sole Company Secretary

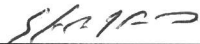
**Sam Fayad**

\_\_\_\_\_  
Full name (print)



**Executed by the Purchaser of the Northern Land Parcel**


**Executed by Gateway Parramatta One Pty Ltd (ACN 607 653 565)** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

  
\_\_\_\_\_  
Signature of sole Director and sole Company Secretary

**Sam Fayad**

\_\_\_\_\_  
Full name (print)

**Executed by Gateway Parramatta One Commercial Pty Ltd (ACN 607 735 660) ATF Gateway Parramatta One Commercial Trust** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

  
\_\_\_\_\_  
Signature of sole Director and sole Company Secretary


**Sam Fayad**

\_\_\_\_\_  
Full name (print)

**Executed** for and on behalf of )  
**PARRAMATTA CITY COUNCIL** by its )  
authorised officer in the presence of: )

  
.....  
Signature of witness

  
.....  
Signature of Chief Executive Officer  
**Name: Greg Dyer**

  
.....  
Name of Witness (please print)