

**Deed of Novation**

**6 Second Avenue, Willoughby East NSW 2068**

**Lot 1 in Deposited Plan 1299824**

**Planning Agreement**

**Willoughby City Council**

**and**

**Metro NSWSP 26 PTY LTD**

**and**

**Lewis Roberts-Thomson and Zoe Katherine Roberts-Thomson**

**Dated: 12 June 2026**

**6 Second Avenue, Willoughby East NSW 2068 (Lot 1 in Deposited Plan 1299824) –  
Novation Deed for Planning Agreement**

**Willoughby City Council; Metro NSWSPV 26 PTY LTD; Lewis Roberts-Thomson and Zoe  
Katherine Roberts-Thomson**

## **Deed of Novation**

**6 Second Avenue, Willoughby East NSW 2068**

**Lot 1 in Deposited Plan 1299824**

**Planning Agreement**

### **Summary Sheet**

#### **Council:**

**Name:** Willoughby City Council

**Address:** Level 4, 31 Victor Street, Chatswood, New South Wales 2067

**Telephone:** (02) 9777 1000

**Email:** [email@willoughby.nsw.gov.au](mailto:email@willoughby.nsw.gov.au)

**Representative:** General Manager (GM)

#### **Existing Party:**

**Name:** Metro NSWSPV 26 Pty Ltd

**Address:** Level 5, 54 Miller Street North Sydney New South Wales 2060

**Telephone:** 0414 319 255

**Email:** [josh.partridge@metroprop.com.au](mailto:josh.partridge@metroprop.com.au)

**Representative:** Josh Partridge

#### **Incoming Party:**

**Name:** Lewis Roberts-Thomson and Zoe Katherine Roberts-Thomson

**Address:** 40 Windsor Street Paddington New South Wales 2021

**Telephone:** 0425 231 566 and 0417 695 450

**Email:** [lewisrobertsthompson@gmail.com](mailto:lewisrobertsthompson@gmail.com) and [zstenmark@stenmark.com.au](mailto:zstenmark@stenmark.com.au)

**Representative:** Zoe Roberts-Thomson

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**Parties**

|                       |                                                                                                                              |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------|
| <b>Council</b>        | <b>Willoughby City Council</b> ABN 47 974 826 099 of Level 4, 31<br>Victor Street, Chatswood, New South Wales 2067           |
| <b>Existing Party</b> | <b>Metro NSWSPV 26 Pty Ltd</b> ACN 646 450 688 of Level 5, 54<br>Miller Street North Sydney New South Wales 2060             |
| <b>Incoming Party</b> | <b>Lewis Roberts-Thomson and Zoe Katherine Roberts-<br/>Thomson</b> of 40 Windsor Street Paddington New South Wales<br>2021. |

**Background**

- A The Existing Party, and the Council are parties to the Planning Agreement.
- B The Existing Party currently owns the Land which is part of the land to which the Planning Agreement relates.
- C The Existing Party wishes to transfer the Land to the Incoming Party.
- D The Existing Party wishes to novate the Planning Agreement and all of its respective rights and obligations in the Planning Agreement to the Incoming Party.
- E The Council consents to the transfer of the Land to the Incoming Party and agrees to the novation of the Planning Agreement to the Incoming Party on the terms set out in this Deed.

Operative provisions

1 Definitions & Interpretation

Definitions

1.1 In this Deed, the words and phrases appearing in Column 1 of the following table have the meaning set out in Column 2 of that table corresponding to those words or phrases except in so far as the context or subject-matter otherwise indicates or requires.

Table

| Column 1           | Column 2                                                                                                                                                                                                               |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Word or phrase     | Meaning                                                                                                                                                                                                                |
| Act                | means the <i>Environmental Planning and Assessment Act 1979</i> (NSW).                                                                                                                                                 |
| Claim              | all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturred, contingent, known or unknown, at law or in equity, in any forum.             |
| Contract for Sale  | means the contract for sale of the Land between the Existing Party and the Incoming Party dated 12 February 2026.                                                                                                      |
| Deed               | means this Deed.                                                                                                                                                                                                       |
| Development        | has the same meaning as in the Planning Agreement.                                                                                                                                                                     |
| Effective Date     | means the date when the Contract for Sale completes.                                                                                                                                                                   |
| Land               | Lot 1 in Deposited Plan 1299824                                                                                                                                                                                        |
| Party              | means a party to this Deed.                                                                                                                                                                                            |
| Planning Agreement | means the planning agreement pursuant to s7.4 of the Act titled '6 Second Avenue, Willoughby East NSW 2068 Lot 1 in Deposited Plan 1299824 Planning Agreement' between Council and the Existing Party on 19 March 2024 |

Interpretation

1.2 In this Deed:

(a) words denoting any gender include all genders,

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- (b) headings are for convenience only and do not affect interpretation,
- (c) the singular includes the plural and vice versa,
- (d) any schedule or annexure attached to this Deed forms part of it,
- (e) a reference to a Party includes its legal personal representatives, successors and permitted assigns, servants, contractors and agents.
- (f) a reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity,
- (g) a reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them,
- (h) all references to dates and times are to New South Wales time,
- (i) all references to '\$' and 'dollars' are to the lawful currency of Australia,
- (j) no rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of, or seeks to rely on, this Deed or any part of it,
- (k) unless expressly stated to be otherwise, the meaning of general words is not limited by specific examples introduced by '*including*', '*for example*' or similar inclusive expressions,
- (l) a reference to this Deed includes any schedules, annexures and appendices to this Deed, and any variation or replacement of this Deed.

## **2 Commencement**

- 2.1 This Deed commences and has effect on and from the date when the Parties have:
  - 2.1.1 all executed the same copy of this Deed, or
  - 2.1.2 each executed separate counterparts of this Deed and exchanged, whether by physical or electronic transmission of, the counterparts.
- 2.2 The Parties are to insert the date when this Deed commences on the front page and on the execution page.

## **3 Novation of Planning Agreement**

- 3.1 Subject to this Deed and with effect from the Effective Date:
  - 3.1.1 the Incoming Party is substituted for the Existing Party as a Party to the Planning Agreement,
  - 3.1.2 the Incoming Party is bound by the Planning Agreement to perform all of the obligations of the Existing Party in the Planning Agreement,
  - 3.1.3 the Incoming Party is entitled to the benefit of the Planning Agreement as if the Incoming Party was a Party to the Planning Agreement when it was entered into, and
  - 3.1.4 the Existing Party is released and discharged from all obligations and liabilities, and from all Claims, arising under the Planning Agreement, except in relation to any breaches of the Planning Agreement which arose prior to the Effective Date.
- 3.2 With effect from the Effective Date:
  - 3.2.1 all references to the Existing Party in the Planning Agreement are construed as references to the Incoming Party, and
  - 3.2.2 the Council must address all notices and communications given or made by it under the Planning Agreement to the Incoming Party using the address noted on the Summary Sheet to this Deed for the Incoming Party.

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## **4 Affirmation of Planning Agreement**

- 4.1 The Planning Agreement is to be read and construed subject to this Deed, and in all other respects the provisions of the Planning Agreement are ratified and confirmed, and, subject to the variation and novation contained in this Deed, the Planning Agreement will continue in full force and effect.
- 4.2 Subject to this Deed:
  - 4.2.1 on and from the Effective Date, the Incoming Party must properly and punctually observe and perform all of the Existing Party's obligations (both present, future, actual and contingent) under the Planning Agreement or which arise as a result of the Council exercising any right under the Planning Agreement and which are due to be performed on or after the Effective Date,
  - 4.2.2 until the Effective Date, the Existing Party must continue to properly and punctually observe and perform all of the Existing Party's obligations both future, actual and contingent under the Planning Agreement.

## **5 Council Satisfaction**

- 5.1 For the purposes of clause 34.1.3 of the Planning Agreement, the Council confirms that:
  - 5.1.1 this Deed is the deed in favour of the Council referred to in that clause,
  - 5.1.2 the Council is satisfied that the Incoming Party is reasonably capable of performing the obligations under the Planning Agreement.

## **6 Representations & Warranties**

- 6.1 Each Party represents and warrants that at the time of execution of this Deed and at the Effective Date:
  - 6.1.1 it has capacity unconditionally to execute, deliver and comply with its obligations under this Deed,
  - 6.1.2 it has taken all necessary action to authorise the unconditional execution and delivery of, and the compliance with, its obligations under this Deed,
  - 6.1.3 this Deed is a valid and legally binding obligation and is enforceable against it by each other Party in accordance with its terms, and
  - 6.1.4 its unconditional execution and delivery of, and compliance with its obligations under this Deed do not contravene:
    - (a) any law or directive from a government entity,
    - (b) its constituent documents,
    - (c) any agreement or instrument to which it is a Party, or
    - (d) any obligation of it to any other person.
- 6.2 The warranties and representations in clause 6.1 survive the execution of or any termination of this Deed and the novation and assignment of the Planning Agreement.

## **7 General**

### **Costs and Stamp Duty**

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- 7.1 The Incoming Party is liable for the Council's legal costs associated with the negotiation, preparation, and execution of this Deed.
- 7.2 The Incoming Party must pay all stamp duty (if any) arising directly or indirectly from this Deed.
- 7.3 This clause continues to apply after termination of this Deed.

**GST**

- 7.4 Where a supply made under this Deed gives rise to a liability for GST, the consideration to be provided for that supply (other than under this clause) is to be increased by an additional amount equal to the GST payable on the supply.
- 7.5 The additional amount must be paid, and the supplier must provide a tax invoice, at the same time as the other consideration for that supply is to be provided under this Deed.
- 7.6 Terms used in this clause have the meanings in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Further acts**

- 7.7 Immediately upon settlement of the sale of the Land to the Incoming Party, the Existing Party is to notify the Council in writing of the Effective Date.
- 7.8 Each Party will take all steps, execute all deeds and do everything reasonably required by any other Party to give effect to any of the actions contemplated by this Deed.
- 7.9 This Deed binds each Party which signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.

**Entire Deed**

- 7.10 This Deed contains everything to which the Parties have agreed in relation to the matters it deals with.
- 7.11 No Party can rely on an earlier document, or anything said or done by another Party, or a director, officer, agent or employee of that Party, before this Deed was executed, except as permitted by law.

**Amendment**

- 7.12 This Deed may only be varied or replaced by a document executed by the Parties.

**Governing law and jurisdiction**

- 7.13 This Deed is governed by the laws of New South Wales and the Commonwealth of Australia.
- 7.14 Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia.

**Severability**

- 7.15 If a provision of this Deed is invalid, illegal, or unenforceable, it must, to the extent that it is invalid, illegal, or unenforceable, be treated as severed from this Deed.
- 7.16 Severance of a provision will not affect the validity and enforceability of the remaining provisions.

**Electronic Execution**

- 7.17 Each Party:

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Katherine Roberts-Thomson**

- 7.17.1 consents to this Deed being signed by electronic signature by the methods set out in clause 8.19;
- 7.17.2 agrees that those methods validly identify the person signing and indicates that person's intention to sign this Deed;
- 7.17.3 agrees that those methods are reliable as appropriate for the purpose of signing this Deed, and
- 7.17.4 agrees that electronic signing of this Deed by or on behalf of a Party by those methods indicates that Party's intention to be bound.
- 7.18 If this Deed is signed on behalf of a legal entity, the persons signing warrant that they have the authority to sign.
- 7.19 For the purposes of clause 8.17, the methods are:
  - 7.19.1 insertion of an image (including a scanned image) of the person's own unique signature onto the Deed; or
  - 7.19.2 insertion of the person's name onto the Deed; or
  - 7.19.3 use of a stylus or touch finger or a touch screen to sign the Deed,  
provided that in each of the above cases, words to the effect of '*Electronic signature of me, [insert full name], affixed by me, or at my direction, on [insert date]*' are also included on the Deed; or
  - 7.19.4 use of a reliable electronic signing platform (such as DocuSign or AdobeSign) to sign the Deed; or
  - 7.19.5 as otherwise agreed in writing between the Parties.

## **8 Execution**

### **Executed as a Deed**

**Dated:** 12 Jun 2026

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### **Executed on behalf of the Council by its authorised delegate pursuant to s377 of Local Government Act 1993**

Certified correct for the purposes of the *Real Property Act 1900* by the authorised delegate named below.



**Signature of General Manager**

ALEXANDER HUI PHAMISIR

**Name of General Manager**

I certify that I am an eligible witness and the authorised delegate signed this dealing in my presence.



**Signature of Witness**

NICOLA HEAD

**Name of Witness**

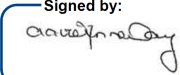
31 VICTOR ST, CHATSWOOD

**Address of Witness**



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Katherine Roberts-Thomson**

**Executed by Metro NSWSPV 26 Pty Ltd by their attorney  
under power of attorney  
Book 4820  
No 345**

Signed by:  
  
1E6691E4D20947D...  
**Signature (Attorney)**  
the attorney states that he or she has no notice of termination or suspension  
of the power

**Claire Anne Day**  
\_\_\_\_\_  
**Full Name (attorney)**

Signed by:  
  
E4E9BF20506A479...  
**sign (witness)**  
the witness states that he or she is not a party and was present when the  
attorney signed

**Natalie Anne McFarland**  
\_\_\_\_\_  
**Full Name (witness)**  
**Level 42, 2 Park Street, Sydney**  
\_\_\_\_\_  
**address (witness)**

**Executed by the Incoming Party as individuals:**

\_\_\_\_\_  
**Signature**  
  
**Lewis Roberts-Thomson**  
\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Signature**  
  
\_\_\_\_\_  
**Witness Name**  
  
\_\_\_\_\_  
**Witness Address**

Executed by Metro NSWSPV 26 Pty Ltd by their attorney  
under power of attorney  
Book 4820  
No 345

Signature (Attorney)

the attorney states that he or she has no notice of termination or suspension  
of the power

sign (witness)

the witness states that he or she is not a party and was present when the  
attorney signed

Claire Anne Day

Natalie Anne McFarland

Full Name (attorney)

Full Name (witness)

Level 42, 2 Park Street, Sydney

address (witness)

Executed by the Incoming Party as individuals:

*Lewis Roberts-Thomson*

Signature *Electronic signature of me, Lewis Roberts-Thomson, affixed by me, or at my direction, on 17 May 2026'*

Lewis Roberts-Thomson

Name

*Damien Stenmark*

Signature *Electronic signature of me, Damien Stenmark, affixed by me, or at my direction, on 17 May 2026'*

Damien Stenmark

Witness Name

12 Arbutus Street, Mosman 2088

Witness Address

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Katherine Roberts-Thomson**

|                                                                                                                             |                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| <u><i>Zoe Roberts-Thomson</i></u>                                                                                           | <u><i>Damien Stenmark</i></u>                                                                                           |
| <b>Signature</b> <i>Electronic signature of me, Zoe Roberts-Thomson, affixed by me, or at my direction, on 17 May 2026'</i> | <b>Signature</b> <i>Electronic signature of me, Damien Stenmark, affixed by me, or at my direction, on 17 May 2026'</i> |
| <b>Zoe Katherine Roberts-Thomson</b>                                                                                        | <b>Damien Stenmark</b>                                                                                                  |
| _____                                                                                                                       | _____                                                                                                                   |
| <b>Name</b>                                                                                                                 | <b>Witness Name</b>                                                                                                     |
|                                                                                                                             | <b>12 Arbutus Street, Mosman 2088</b>                                                                                   |
|                                                                                                                             | _____                                                                                                                   |
|                                                                                                                             | <b>Witness Address</b>                                                                                                  |

[End of Novation Deed]

## Certificate Of Completion

Envelope Id: D6E68909-DD61-849F-8202-D54423FFC5BC

Status: Completed

Subject: Complete with Docusign: Novation Deed for VPA - For Signing provided by OS 13.05.26(53784489.pdf

Matter Number: 2310418

Source Envelope:

Document Pages: 10

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Natalie McFarland

AutoNav: Enabled

Level 42, 2 Park Street

Envelopeld Stamping: Enabled

Sydney, New South Wales 2000

Time Zone: (UTC+10:00) Canberra, Melbourne, Sydney

Natalie.McFarland@cbp.com.au

IP Address: 163.116.192.113

## Record Tracking

Status: Original

Holder: Natalie McFarland

Location: DocuSign

14 May 2026 | 14:42

Natalie.McFarland@cbp.com.au

## Signer Events

Claire Anne Day

Claire.Day@cbp.com.au

Partner

Colin Biggers & Paisley

Security Level: Email, Account Authentication  
(None)

## Signature

Signed by:

1EB691E4D20947D...

## Timestamp

Sent: 14 May 2026 | 14:42

Viewed: 14 May 2026 | 14:44

Signed: 14 May 2026 | 14:44

Signature Adoption: Uploaded Signature Image

Using IP Address: 163.116.211.62

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

Natalie Anne McFarland

Natalie.McFarland@cbp.com.au

Licensed Conveyancer

Colin Biggers & Paisley

Licensed Conveyancer

Level 42, 2 Park Street, Sydney

Witness for Claire Anne Day

(Claire.Day@cbp.com.au)

Security Level:

## Signature

Signed by:

E4E8BF20506A479...

## Timestamp

Sent: 14 May 2026 | 14:44

Viewed: 14 May 2026 | 14:44

Signed: 14 May 2026 | 14:45

Signature Adoption: Pre-selected Style

Using IP Address: 163.116.192.113

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

| Envelope Summary Events | Status           | Timestamps          |
|-------------------------|------------------|---------------------|
| Envelope Sent           | Hashed/Encrypted | 14 May 2026   14:42 |
| Certified Delivered     | Security Checked | 14 May 2026   14:44 |
| Signing Complete        | Security Checked | 14 May 2026   14:45 |
| Completed               | Security Checked | 14 May 2026   14:45 |
| Payment Events          | Status           | Timestamps          |