

Second Deed of Variation to Planning Agreement

Penrith City Council

ABN 43 794 422 563

and

LegPro Orchard Hills Stage 1 Pty Ltd (ACN 673 136 206)
as trustee for LegPro Orchard Hills Stage 1 Unit Trust

ABN 37 734 873 636

and

LegPro Orchard Hills Stage 2 Pty Ltd (ACN 673 759 209)
as trustee for LegPro Orchard Hills Stage 2 Unit Trust

ABN 88 296 326 360

and

LegPro Orchard Hills Stage 3 Pty Ltd (ACN 673 754 026)
as trustee for LegPro Orchard Hills Stage 3 Unit Trust

ABN 62 562 494 829

and

LegPro Orchard Hills Stage 4 Pty Ltd (ACN 673 754 213)
as trustee for LegPro Orchard Hills Stage 4 Unit Trust

ABN 41 872 064 332

and

LegPro Orchard Hills Stage 5 Pty Ltd (ACN 673 754 651)
as trustee for LegPro Orchard Hills Stage 5 Unit Trust

ABN 36 168 482 136

and

LegPro Orchard Hills Stage 6 Pty Ltd (ACN 673 753 565)
as trustee for LegPro Orchard Hills Stage 6 Unit Trust

ABN 31 557 084 123

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Deed of Variation

Date 29 July 2026



Parties

1. Penrith City Council (ABN 43 794 422 563) (Council);
2. LegPro Orchard Hills Stage 1 Pty Ltd (ACN 673 136 206) as trustee for LegPro Orchard Hills Stage 1 Unit Trust (ABN 37 734 873 636) (Stage 1 Developer);
3. LegPro Orchard Hills Stage 2 Pty Ltd (ACN 673 759 209) as trustee for LegPro Orchard Hills Stage 2 Unit Trust (ABN 88 296 326 360) (Stage 2 Developer);
4. LegPro Orchard Hills Stage 3 Pty Ltd (ACN 673 754 026) as trustee for LegPro Orchard Hills Stage 3 Unit Trust (ABN 62 562 494 829) (Stage 3 Developer);
5. LegPro Orchard Hills Stage 4 Pty Ltd (ACN 673 754 213) as trustee for LegPro Orchard Hills Stage 4 Unit Trust (ABN 41 872 064 332) (Stage 4 Developer);
6. LegPro Orchard Hills Stage 5 Pty Ltd (ACN 673 754 651) as trustee for LegPro Orchard Hills Stage 5 Unit Trust (ABN 36 168 482 136) (Stage 5 Developer); and
7. LegPro Orchard Hills Stage 6 Pty Ltd (ACN 673 753 565) as trustee for LegPro Orchard Hills Stage 6 Unit Trust (ABN 31 557 084 123) (Stage 6 Developer).

Background

- A. On 4 August 2025, the Stage 1 Developer, Stage 2 Developer and Council entered into the Planning Agreement.
- B. On 8 December 2025, the Planning Agreement was amended to incorporate Stage 3 of the Development.
- C. The parties agree to vary the Planning Agreement as set out in this Deed.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

- (a) In this Deed:

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

Deed means this Deed including the background, any schedules and any annexures.

Effective Date means the date on which the parties execute this Deed.



First Deed of Variation means the 'Deed of Variation' dated 8 December 2025, entered into between Council, the Stage 1 Developer, the Stage 2 Developer and the Stage 3 Developer.

LRS means the NSW Land Registry Services.

Planning Agreement means the Voluntary Planning Agreement made between the parties and dated 4 August 2025 (as amended by the First Deed of Variation).

Regulation means the *Environmental Planning and Assessment Regulation 2021* (NSW).

Stage 4-6 Developer means the:

- (i) Stage 4 Developer;
 - (ii) Stage 5 Developer; and
 - (iii) Stage 6 Developer.
- (b) Unless otherwise indicated, words or expressions used but not defined in this Deed have the same meaning as in the Planning Agreement.

1.2 Interpretation

In this Deed, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;
- (c) headings are used for convenience only and do not affect the interpretation of this Deed;
- (d) other grammatical forms of a defined word or expression have a corresponding meaning;
- (e) a reference to a document is to that document as amended, novated, supplemented, extended or restated from time to time;
- (f) a reference to a party is to a party to this Deed and includes that party's executors, administrators, successors, permitted assigns and permitted substitutes;
- (g) "person" includes a natural person, partnership, body corporate, association, joint venture, governmental or local authority, and any other body or entity whether incorporated or not;
- (h) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) is to that statute as amended, consolidated, re-enacted or replaced from time to time;
- (i) "include", "for example" and any similar expressions are not used, and must not be interpreted, as words of limitation;

- (j) a reference to any agency or body that ceases to exist, is reconstituted, renamed or replaced, or has its powers or functions removed (**defunct body**) is to the agency or body that performs most closely the powers or functions of the defunct body;
- (k) any provision in this Deed which is in favour of more than one person benefits all of them jointly and each of them severally; and
- (l) any provision in this Deed which binds more than one person binds all of them jointly and each of them severally.

2. Acknowledgements

The parties acknowledge and agree that:

- (a) this Deed is an amendment to the Planning Agreement within the meaning of section 203(5) of the Regulation; and
- (b) this Deed is not a planning agreement within the meaning of section 7.4(1) of the Act.

3. Commencement

This Deed commences and has effect on and from the Effective Date.

4. Warranties

The parties warrant to each other that they:

- (a) have full capacity to enter into this Deed; and
- (b) are able to fully comply with their obligations under this Deed and the Planning Agreement as varied by this Deed.

5. Variation of Planning Agreement

5.1 Variation

With effect on and from the Effective Date, the Planning Agreement is varied in accordance with the mark-up shown on the copy of the Planning Agreement contained in Annexure A.

5.2 Prior rights and obligations not affected

This Deed does not affect the rights and obligations of the parties to the extent that they relate to the period prior to the Effective Date.

5.3 Inconsistency

If there is any inconsistency between the provisions of this Deed and the provisions of the Planning Agreement, then the provisions of this Deed prevail to the extent of that inconsistency.

6. Explanatory Note

- (a) Annexure B to this Deed contains an Explanatory Note relating to the varied Planning Agreement as required by section 205(1) of the Regulation.
- (b) The parties acknowledge and agree that the Explanatory Note must not be used to assist in construing the Planning Agreement.

7. Registration of Deed

- (a) The Developer agrees to procure the registration of Annexure A to this Deed under the *Real Property Act 1900* (NSW) in the folios of the Register of the Land in accordance with section 7.6 of the Act.
- (b) Within 10 business days of the parties executing this Deed, the Developer must deliver to Council executed LRS Request Forms in registrable form for:
 - (i) the removal of Dealing Number AV701114 from the relevant titles to the Land on which it is registered (if any); and
 - (ii) the registration of Annexure A to this Deed as a planning agreement on the titles of the Land.
- (c) Within 10 business days of Council receiving the LRS Request Forms under clause 7(a) of this Deed, Council must return executed LRS Request Forms to the Developer.
- (d) The Developer, at its own expense, must:
 - (i) promptly following receipt of the executed LRS Request Forms from Council under clause 7(b), procure the lodgement of the LRS Request Forms with the Registrar General;
 - (ii) procure the registration of the LRS Request Forms by the Registrar General in the relevant folios of the Register of the Land as soon as reasonably practicable after lodgement; and
 - (iii) provide documentary evidence that the registration of Annexure A to this Deed has been completed to Council within 5 Business Days of receiving confirmation that the registration has occurred.
- (e) Despite clauses 7(a) and 7(b)(ii), the parties agree that where the Developer has satisfied its obligations under the Planning Agreement with respect to part of the Land, the Developer is not required to register Annexure A to this Deed on the folio of that part of the Land.

8. General

8.1 Costs

The Stage 4-6 Developer is to pay Council's reasonable costs of preparing, negotiating and executing this Deed within 28 days of receipt of a tax invoice from Council.

8.2 Governing law

This Deed is governed by New South Wales law and each party irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this Deed.

8.3 Modification of Deed

No modification or alteration of any provision of this Deed will be valid unless it is in writing and signed by all parties to this Deed.

8.4 Severability

Any provision of this Deed which is invalid in any jurisdiction must, in relation to that jurisdiction:

- (a) be read down to the minimum extent necessary to achieve its validity, if applicable; and
- (b) be severed from this Deed in any other case,

without invalidating or affecting the remaining provisions of this Deed or the validity of that provision in any other jurisdiction.

8.5 Further Acts

Each party must promptly execute all documents and do all things reasonably required to effect, perfect or complete this Deed and all transactions incidental to it.

8.6 No adverse construction

No provision of this Deed is to be construed to the disadvantage of a party solely because that party was responsible for preparing or proposing this Deed or the provision.

8.7 Counterparts

- (a) This Deed may be executed in any number of counterparts, each executed by one or more parties.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this Deed by signing any counterpart. To the extent permitted by law, a counterpart may be executed electronically.
- (d) This Deed is binding on the parties on exchange of counterparts. A copy of a counterpart that is electronically scanned and emailed to each other party or their authorised representative:
 - (i) must be treated as an original counterpart;
 - (ii) is sufficient evidence of the execution of the original; and
 - (iii) may be produced in evidence for all purposes in place of the original.

8.8 Electronic signatures

- (a) To the extent permitted by law, a party may sign this Deed electronically, including by using software or a platform for the electronic execution of documents and each party consents to the Deed being signed in this way.
- (b) A print out of the executed Deed once all parties signing electronically have done so, will be an executed original counterpart of this Deed, irrespective of which party prints it.
- (c) Each party that signs this Deed electronically represents and warrants that it or anyone signing on its behalf:
 - (i) has been duly authorised to enter into and execute this Deed electronically and to create obligations that are valid and binding obligations on the party;
 - (ii) has affixed their own electronic signature; and
 - (iii) where applicable, holds the position or title indicated under their electronic signature,
 and each party is estopped from asserting otherwise.
- (d) No person may challenge the validity of this Deed by virtue only of the fact that it has been electronically signed by or on behalf of any party.

9. Developer Trustee Limitation of Liability

9.1 Stage 1 Developer Trustee

(a) Definitions

In this clause:

- (i) **Trust** means the LegPro Orchard Hills Stage 1 Unit Trust; and
- (ii) **Trust Deed** means the trust deed establishing the Trust.

(b) Limitation of Liability

- (i) The Stage 1 Developer warrants that:
 - (A) it enters into this Deed in its capacity as trustee of the Trust and in no other capacity; and
 - (B) it is empowered by the terms of the Trust Deed or any other instrument constituting the Trust to enter into this Deed in accordance with its provisions; and
 - (C) it is entitled to be indemnified out of the assets of the Trust in respect of the obligations and liabilities assumed by it under the terms of this Deed.
- (ii) The Council acknowledges and agrees that, despite any other provision of this Deed, any liability or obligation of the Stage 1 Developer arising under or in connection with this Deed can only be enforced to the extent to which they are entitled to be, and are

in fact, indemnified for that liability or obligation out of the assets of the Trust. This includes without limitation any representation, warranty or conduct by the Stage 1 Developer.

- (iii) Clause 9.1(b)(ii) does not apply to any liability or obligation of the Stage 1 Developer to the extent there is a reduction in their ability to be indemnified for that liability or obligation out of the assets of the Trust as a result of the Stage 1 Developer's fraud, negligence or breach of trust.

9.2 Stage 2 Developer Trustee

(a) Definitions

In this clause:

- (i) **Trust** means the LegPro Orchard Hills Stage 2 Unit Trust; and
- (ii) **Trust Deed** means the trust deed establishing the Trust.

(b) Limitation of Liability

- (i) The Stage 2 Developer warrants that:
 - (A) it enters into this Deed in its capacity as trustee of the Trust and in no other capacity; and
 - (B) it is empowered by the terms of the Trust Deed or any other instrument constituting the Trust to enter into this Deed in accordance with its provisions; and
 - (C) it is entitled to be indemnified out of the assets of the Trust in respect of the obligations and liabilities assumed by it under the terms of this Deed.
- (ii) The Council acknowledges and agrees that, despite any other provision of this Deed, any liability or obligation of the Stage 2 Developer arising under or in connection with this Deed can only be enforced to the extent to which they are entitled to be, and are in fact, indemnified for that liability or obligation out of the assets of the Trust. This includes without limitation any representation, warranty or conduct by the Stage 2 Developer.
- (iii) Clause 9.2(b)(ii) does not apply to any liability or obligation of the Stage 2 Developer to the extent there is a reduction in their ability to be indemnified for that liability or obligation out of the assets of the Trust as a result of the Stage 2 Developer's fraud, negligence or breach of trust.

9.3 Stage 3 Developer Trustee

(a) Definitions

In this clause:

- (i) **Trust** means the LegPro Orchard Hills Stage 3 Unit Trust; and
- (ii) **Trust Deed** means the trust deed establishing the Trust.

(b) Limitation of Liability

- (i) The Stage 3 Developer warrants that:
 - (A) it enters into this Deed in its capacity as trustee of the Trust and in no other capacity; and
 - (B) it is empowered by the terms of the Trust Deed or any other instrument constituting the Trust to enter into this Deed in accordance with its provisions; and
 - (C) it is entitled to be indemnified out of the assets of the Trust in respect of the obligations and liabilities assumed by it under the terms of this Deed.
- (ii) The Council acknowledges and agrees that, despite any other provision of this Deed, any liability or obligation of the Stage 3 Developer arising under or in connection with this Deed can only be enforced to the extent to which they are entitled to be, and are in fact, indemnified for that liability or obligation out of the assets of the Trust. This includes without limitation any representation, warranty or conduct by the Stage 3 Developer.
- (iii) Clause 9.3(b)(ii) does not apply to any liability or obligation of the Stage 3 Developer to the extent there is a reduction in their ability to be indemnified for that liability or obligation out of the assets of the Trust as a result of the Stage 3 Developer's fraud, negligence or breach of trust.

9.4 Stage 4 Developer Trustee**(a) Definitions**

In this clause:

- (i) **Trust** means the LegPro Orchard Hills Stage 4 Unit Trust; and
- (ii) **Trust Deed** means the trust deed establishing the Trust.

(b) Limitation of Liability

- (i) The Stage 4 Developer warrants that:
 - (A) it enters into this Deed in its capacity as trustee of the Trust and in no other capacity; and
 - (B) it is empowered by the terms of the Trust Deed or any other instrument constituting the Trust to enter into this Deed in accordance with its provisions; and
 - (C) it is entitled to be indemnified out of the assets of the Trust in respect of the obligations and liabilities assumed by it under the terms of this Deed.
- (ii) The Council acknowledges and agrees that, despite any other provision of this Deed, any liability or obligation of the Stage 4 Developer arising under or in connection with this Deed can only be enforced to the extent to which they are entitled to be, and are

in fact, indemnified for that liability or obligation out of the assets of the Trust. This includes without limitation any representation, warranty or conduct by the Stage 4 Developer.

- (iii) Clause 9.4(b)(ii) does not apply to any liability or obligation of the Stage 4 Developer to the extent there is a reduction in their ability to be indemnified for that liability or obligation out of the assets of the Trust as a result of the Stage 4 Developer's fraud, negligence or breach of trust.

9.5 Stage 5 Developer Trustee

(a) Definitions

In this clause:

- (i) **Trust** means the LegPro Orchard Hills Stage 5 Unit Trust; and
- (ii) **Trust Deed** means the trust deed establishing the Trust.

(b) Limitation of Liability

- (i) The Stage 5 Developer warrants that:
 - (ii) it enters into this Deed in its capacity as trustee of the Trust and in no other capacity; and
 - (A) it is empowered by the terms of the Trust Deed or any other instrument constituting the Trust to enter into this Deed in accordance with its provisions; and
 - (B) it is entitled to be indemnified out of the assets of the Trust in respect of the obligations and liabilities assumed by it under the terms of this Deed.
- (iii) The Council acknowledges and agrees that, despite any other provision of this Deed, any liability or obligation of the Stage 5 Developer arising under or in connection with this Deed can only be enforced to the extent to which they are entitled to be, and are in fact, indemnified for that liability or obligation out of the assets of the Trust. This includes without limitation any representation, warranty or conduct by the Stage 5 Developer.
- (iii) Clause 9.5(b)(iii) does not apply to any liability or obligation of the Stage 5 Developer to the extent there is a reduction in their ability to be indemnified for that liability or obligation out of the assets of the Trust as a result of the Stage 5 Developer's fraud, negligence or breach of trust.

9.6 Stage 6 Developer Trustee

(a) Definitions

In this clause:

- (i) **Trust** means the LegPro Orchard Hills Stage 6 Unit Trust; and
- (ii) **Trust Deed** means the trust deed establishing the Trust.

(b) Limitation of Liability

- (i) The Stage 6 Developer warrants that:

 - (A) it enters into this Deed in its capacity as trustee of the Trust and in no other capacity; and
 - (B) it is empowered by the terms of the Trust Deed or any other instrument constituting the Trust to enter into this Deed in accordance with its provisions; and
 - (C) it is entitled to be indemnified out of the assets of the Trust in respect of the obligations and liabilities assumed by it under the terms of this Deed.
- (ii) The Council acknowledges and agrees that, despite any other provision of this Deed, any liability or obligation of the Stage 6 Developer arising under or in connection with this Deed can only be enforced to the extent to which they are entitled to be, and are in fact, indemnified for that liability or obligation out of the assets of the Trust. This includes without limitation any representation, warranty or conduct by the Stage 6 Developer.
- (iii) Clause 9.6(b)(ii) does not apply to any liability or obligation of the Stage 6 Developer to the extent there is a reduction in their ability to be indemnified for that liability or obligation out of the assets of the Trust as a result of the Stage 6 Developer's fraud, negligence or breach of trust.

Executed as a deed

Signed and delivered for and on behalf of
Penrith City Council (ABN 43 794 422 563) by
its duly authorised officer in the presence of:

J. Brock

Signature of witness

~~Electronic signature of me, _____,~~
~~affixed on _____ [Strike out if not required]~~

Jemma Brock

Name of witness
(please print)

[Signature]

Signature of authorised officer

~~Electronic signature of me, _____,~~
~~affixed on _____ [Strike out if not required]~~

S377 Local Government Act 1993

Andrew Moore

Name of authorised officer
(please print)

This document was signed in counterpart and witnessed over audio visual link in accordance with
section 14G of the *Electronic Transactions Act 2000 (NSW)*. [Strike out if not required]

Executed as a Deed by LegPro Orchard Hills
 Stage 1 Pty Ltd (ACN 673 136 206) as trustee
 for LegPro Orchard Hills Stage 1 Unit Trust ABN
 37 734 873 636 in accordance with section
 127(1) of the *Corporations Act 2001* (Cth):



Electronic signature of me, Elton Matthew Hyder IV,
 affixed by me, or at my direction, on 21st July 2026

.....
 Signature of sole director / secretary

Elton Matthew Hyder IV

.....
 Name
 (please print)

Executed as a Deed by LegPro Orchard Hills
 Stage 2 Pty Ltd (ACN 673 759 209) as trustee
 for LegPro Orchard Hills Stage 2 Unit Trust ABN
 88 296 326 360 in accordance with section
 127(1) of the *Corporations Act 2001* (Cth):



Electronic signature of me, Elton Matthew Hyder IV,
 affixed by me, or at my direction, on 21st July 2026

.....
 Signature of sole director / secretary

Elton Matthew Hyder IV

.....
 Name
 (please print)

Executed as a Deed by LegPro Orchard Hills
Stage 3 Pty Ltd (ACN 673 754 026) as trustee
for LegPro Orchard Hills Stage 3 Unit Trust ABN
62 562 494 829 in accordance with section
127(1) of the *Corporations Act 2001* (Cth):



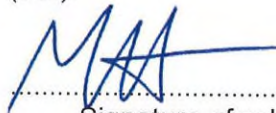
Electronic signature of me, Elton Matthew Hyder IV,
affixed by me, or at my direction, on 21st July 2026

.....
Signature of sole director / secretary

Elton Matthew Hyder IV

.....
Name
(please print)

Executed as a Deed by LegPro Orchard Hills
Stage 4 Pty Ltd (ACN 673 754 213) as trustee
for LegPro Orchard Hills Stage 4 Unit Trust
(ABN 41 872 064 332) in accordance with
section 127(1) of the *Corporations Act 2001*
(Cth):



Electronic signature of me, Elton Matthew Hyder IV,
affixed by me, or at my direction, on 21st July 2026

.....
Signature of sole director / secretary

Elton Matthew Hyder IV

.....
Name
(please print)

Executed as a Deed by LegPro Orchard Hills
Stage 5 Pty Ltd (ACN 673 754 651) as trustee
for LegPro Orchard Hills Stage 5 Unit Trust
(ABN 36 168 482 136) in accordance with
section 127(1) of the *Corporations Act 2001*
(Cth):



Electronic signature of me, Elton Matthew Hyder IV,
affixed by me, or at my direction, on 21st July 2026

.....
Signature of sole director / secretary

Elton Matthew Hyder IV
.....

Name
(please print)

Executed as a Deed by LegPro Orchard Hills
Stage 6 Pty Ltd (ACN 673 753 565) as trustee
for LegPro Orchard Hills Stage 6 Unit Trust
(ABN 31 557 084 123) in accordance with
section 127(1) of the *Corporations Act 2001*
(Cth):



Electronic signature of me, Elton Matthew Hyder IV,
affixed by me, or at my direction, on 21st July 2026

.....
Signature of sole director / secretary

Elton Matthew Hyder IV
.....

Name
(please print)



Annexure A

Annexure A

Voluntary Planning Agreement

Orchard Hills North Stage 1, Stage 2, ~~and~~ Stage 3, Stage 4A, Stage 4, Stage 5 and Stage 6 **Planning Agreement**

Penrith City Council

ABN 43 794 422 563

LegPro Orchard Hills Stage 1 Pty Ltd (ACN 673 136 206) as trustee for LegPro Orchard Hills Stage 1 Unit Trust (ABN 37 734 873 636)


Electronic signature of me,
Elton Matthew Hyder IV,
affixed by me, or at my
direction, on 21st July 2026

LegPro Orchard Hills Stage 2 Pty Ltd (ACN 673 759 209) as trustee for LegPro Orchard Hills Stage 2 Unit Trust (ABN 88 296 326 360)


Electronic signature of me,
Elton Matthew Hyder IV,
affixed by me, or at my
direction, on 21st July 2026

LegPro Orchard Hills Stage 3 Pty Ltd (ACN 673 754 026) as trustee for LegPro Orchard Hills Stage 3 Unit Trust (ABN 62 562 494 829)


Electronic signature of me, Elton Matthew
Hyder IV, affixed by me, or at my direction,
on 21st July 2026

LegPro Orchard Hills Stage 4 Pty Ltd (ACN 673 754 213) as trustee for LegPro Orchard Hills Stage 4 Unit Trust (ABN 41 872 064 332)


Electronic signature of me, Elton
Matthew Hyder IV, affixed by me, or
at my direction, on 21st July 2026

LegPro Orchard Hills Stage 5 Pty Ltd (ACN 673 754 651) as trustee for LegPro Orchard Hills Stage 5 Unit Trust (ABN 36 168 482 136)


Electronic signature of me, Elton
Matthew Hyder IV, affixed by me, or
at my direction, on 21st July 2026

LegPro Orchard Hills Stage 6 Pty Ltd (ACN 673 753 565) as trustee for LegPro Orchard Hills Stage 6 Unit Trust (ABN 31 557 084 123)


Electronic signature of me,
Elton Matthew Hyder IV,
affixed by me, or at my
direction, on 21st July 2026



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Deed of Agreement

Date 29 July 2026

Parties

First party

Name Penrith City Council (**Council**)
ABN 43 794 422 563
Contact The General Manager
Telephone 02 4732 7777

Second party

Name LegPro Orchard Hills Stage 1 Pty Ltd (ACN 673 136 206) as trustee for the LegPro Orchard Hills Stage 1 Unit Trust
(**Stage 1 Developer**)
ACN 673 136 206
Contact Head of Development
Telephone 02 9252 1111

Third party

Name LegPro Orchard Hills Stage 2 Pty Ltd (ACN 673 759 209) ATF LegPro Orchard Hills Stage 2 Unit Trust
(**Stage 2 Developer**)
ACN 673 759 209
Contact Head of Development
Telephone 02 9252 1111

Fourth party

Name LegPro Orchard Hills Stage 3 Pty Ltd (ACN 673 754 026) ATF LegPro Orchard Hills Stage 3 Unit Trust
(**Stage 3 Developer**)
ACN 673 754 026
Contact Head of Development
Telephone 02 9252 1111

Fifth party

Name LegPro Orchard Hills Stage 4 Pty Ltd (ACN 673 754 213) as
trustee for LegPro Orchard Hills Stage 4 Unit Trust
(Stage 4 Developer)

ACN 673 754 213

Contact Head of Development

Telephone 02 9252 1111

Sixth Party

Name LegPro Orchard Hills Stage 5 Pty Ltd (ACN 673 754 651) as
trustee for LegPro Orchard Hills Stage 5 Unit Trust
(Stage 5 Developer)

ACN 673 754 651

Contact Head of Development

Telephone 02 9252 1111

Seventh Party

Name LegPro Orchard Hills Stage 6 Pty Ltd (ACN 673 753 565) as
trustee for LegPro Orchard Hills Stage 6 Unit Trust
(Stage 6 Developer)

ACN 673 753 565

Contact Head of Development

Telephone 02 9252 1111

Background

- A. On 30 June 2023, amendments to the *Penrith Local Environmental Plan 2010* which rezoned land located at Caddens Road, Kingswood Road and Castle Road in Orchard Hills North (**Orchard Hills North Land**), to enable delivery of new housing, a village centre, open space, roads and other supporting infrastructure were gazetted and took effect from 1 October 2023.
- B. The Orchard Hills North Land is expected to be delivered in approximately 15 stages.
- C. On 2 November 2023 and 23 January 2024 respectively the Stage 1 Developer and the Stage 2 Developer made Stage 1 DA23/0969 and Stage 2 DA24/0041 Development Applications to carry out the Development on the Land. [On 8 February 2024, the Stage 3 Developer made Stage 3 DA24/0085 to carry out the Development on the Land. On 7 June 2024, the Stage 4 Developer made Stage 4A DA24/0431 to carry out the](#)

Development on the Land. On 11 July 2024, the Stage 56 Developer made Stage 5 & 6 DA24/0536 to carry out the Development on the Land. On 25 July 2025, the Stage 4 Developer made Stage 4 DA25/0567 to carry out the Development on the Land.

- D. At the time of the lodgement and determination of the Stage 1 DA and the Stage 2 DA, the Council was finalising preparation of a Section 7.11 Contributions Plan to support the rezoning of the Orchard Hills North Land. The Stage 1 DA, the Stage 2 DA, ~~and the Stage 3 DA,~~ the Stage 4 DA, the Stage 4A DA, the Stage 5 & 6 DA were accompanied by an offer by the Stage 1 Developer, Stage 2 Developer, ~~and Stage 3 Developer,~~ Stage 4 Developer, Stage 5 Developer and Stage 6 Developer to enter into this deed to make contributions for public purposes if Development Consent was granted.
- E. On 16 September 2024, the Council granted Development Consent to the Stage 1 DA.
- F. On 18 December 2024, the Council granted Development Consent to the Stage 2 DA.
- G. On 28 April 2025, the Council adopted the Orchard Hills North Development Contributions Plan 2025 which commenced on 20 May 2025.
- H. On 24 September 2025, the Council granted Development Consent to the Stage 3 DA.
- I. On 25 March 2026, the Council granted Development Consent to the Stage 4 DA.
- J. On 25 March 2026, the Penrith Local Planning Panel granted Development Consent to the Stage 4A DA.
- K. On 10 December 2025, the Council granted Development Consent to the Stage 5 & 6 DA.
- H.L. Further Development Applications are expected to be lodged for future stages of the redevelopment of the Orchard Hills North Land, and this deed will be amended to incorporate the future stages.

Operative part

1 Definitions

In this deed, unless the context indicates a contrary intention:

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

Address means a party's address set out in the Notices clause of this deed;

Approval means any certificate, licence, consent, permit, approval or other requirement of any Authority having jurisdiction in connection with the activities contemplated by this deed;

Authority means any government, semi-governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal, public or other person;

Bank Guarantee means an irrevocable and unconditional undertaking that is not limited in time and does not expire by one of the following trading banks:

- (a) Australia and New Zealand Banking Group Limited,
- (b) Commonwealth Bank of Australia,
- (c) Macquarie Bank,

- (d) National Australia Bank,
- (e) St George Bank Limited,
- (f) Westpac Banking Corporation, or
- (g) Other financial institution approved by the Council,

to pay an amount or amounts of money to the Council on demand and containing terms and conditions reasonably acceptable to the Council;

Bond means a documentary performance bond which must be denominated in Australian dollars and be an unconditional undertaking issued by an Australian Prudential Regulation Authority (**APRA**) regulated authorised deposit taking institution or an insurer authorised by APRA to conduct new or renewal insurance business in Australia that has at all times an investment grade security rating from an industry recognised rating agency;

Business Day means a day on which banks are open for general banking business in Sydney, excluding Saturdays and Sundays;

Certificate of Practical Completion means the written certificate confirming the Works, or part of the Works, have been completed to the Council's satisfaction issued under clause 8.1(d) of Schedule 2;

Claim means any claim, loss, liability, damage, proceeding, order, judgment or expense arising out of the operation of this deed;

Complying Development Certificate has the same meaning as in the Act;

Construction Certificate means a construction certificate as defined under section 6.4 of the Act;

Construction Terms means the terms set out in Schedule 2;

Contributions means the dedication of land, the payment of money or the carrying out of Works required under this deed;

Contributions Plan means the Orchard Hills North Development Contributions Plan 2025, as adopted by Council on 28 April 2025;

CPI means the All Groups Consumer Price Index applicable to Sydney published by the Australian Bureau of Statistics;

Damages means all liabilities, losses, damages, costs and expenses, including legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties;

Dealing, in relation to the Land, means, without limitation, selling, transferring, assigning, mortgaging, charging, encumbering or otherwise dealing with the Land;

Dedication Land means that part of the Land to be dedicated to Council in accordance with this deed, as shown on the plan at Annexure B;

Developer means the:

- (a) Stage 1 Developer;
- (b) Stage 2 Developer; and
- (c) Stage 3 Developer;

(d) Stage 4 Developer;

(e) Stage 5 Developer; and

(f) Stage 6 Developer.

Development means the development proposed by:

- (a) DA23/0969 being integrated development for Torrens title subdivision of one lot into 87 residential lots and 2 residue lots, including upgrade works to Caddens Road and a portion of Mariposa Circuit, drainage works in Braeburn Street, earthworks, new roads, landscaping, retaining walls, stormwater works and associated civil works (**Stage 1 DA**);
- (b) DA24/0041 being integrated development for Torrens title subdivision of three existing lots into 72 residential lots, 1 residue lot and 1 lot for a drainage reserve including demolition of existing structures, retention of one dwelling, tree and vegetation removal, earthworks, new roads and footpaths, landscaping, retaining walls, stormwater works and associated works (**Stage 2 DA**); ~~and~~
- (c) DA24/0085 being the Torrens title subdivision to create 155 residential lots, 1 drainage reserve lot, and 1 residue lot, including civil works being bulk earthworks, stormwater management, vegetation removal, new roads and upgrade of existing Kingswood Road, landscaping and associated works (**Stage 3 DA**);
- (d) DA25/0567 being the construction and embellishment of recreation space (Open Space 8 in Orchard Hills North) including stormwater management works, playground equipment, landscaping, amenities building, and parking (**Stage 4 DA**);
- (e) DA24/0431 being integrated development for staged Torrens title subdivision of stage 4A to create four residue lots and one lot for road widening, including demolition, tree removal, dewatering of three dams, realignment of part of Kingswood Road, bulk earthworks, construction of new roads, stormwater and civil works and landscaping (**Stage 4A DA**); and
- (e)(f) DA24/0536 being staged Torrens title subdivision creating 192 residential lots, three residue lots and a boundary adjustment over three stages (stages 5.1, 5.2 and 6) including Castle Road and Kingswood Road upgrade works, interim Kingswood Road and Castle Road intersection works (potential), construction of two interim stormwater management basins, stormwater works, new local roads, demolition, dam dewatering, tree removal, bulk earthworks, retaining walls, land remediation, landscaping and street trees (**Stage 5 & 6 DA**).

Development Application has the same meaning as in the Act;

Development Consent has the same meaning as in the Act;

Fax Number means a party's facsimile number set out in the Notices clause of this deed;

GST has the same meaning as in the GST Law;

GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition of or administration of the GST;

Handover means, with respect to any Works, the time Council takes possession of and assumes responsibility for the work in accordance with the Construction Terms;

Insolvent means, in relation to a party:

- (a) that party makes an arrangement, compromise or composition with, or assignment for, the benefit of its creditors or a class of them;
- (b) a receiver, receiver and manager, administrator, provisional liquidator, trustee, controller, inspector or analogous person is appointed in relation to, or over, all or any part of that party's business, assets or securities;
- (c) a presumption of insolvency has arisen under legislation because of the party's failure to comply with a statutory demand or analogous process;
- (d) an application for the winding up of, or for the appointment of a receiver to, that party, other than winding up for the purpose of solvent reconstruction or re amalgamation, is presented and not withdrawn or dismissed within 21 days (or such longer period agreed to by the parties), or an order is made or an effective resolution is passed for the winding up of, or for the appointment of a receiver to, that party, or any analogous application is made or proceedings initiated;
- (e) any shareholder or director of that party convenes a meeting for the purpose of considering or passing any resolution for the winding up or administration of that party;
- (f) that is an individual, a creditor's petition or a debtor's petition is presented to the Official Receiver or analogous authority in relation to that party;
- (g) an execution or analogous process is levied or enforced against the property of that party;
- (h) that party ceases or suspends, or threatens to cease or suspend, the conduct of all or a substantial part of its business;
- (i) that party disposes of, or threatens to dispose of, a substantial part of its assets;
- (j) that party stops or suspends, or threatens to stop or suspend, payment of all or a class of its debts; or
- (k) that party is unable to pay the party's debts as and when they become due and payable.

Land means the land identified at Annexure A to this deed;

Law means:

- (a) any law applicable including legislation, ordinances, regulations, by-laws and other subordinate legislation;
- (b) any Approval, including any condition or requirement under it; and
- (c) any fees and charges payable in connection with the things referred to in paragraphs (a) and (b);

Maintain means works to bring an item to or keep an item in a state of reasonable condition and in accordance with relevant standards applicable at the time of construction of the item, including repairing any defects due to use of poor materials or due to poor workmanship, but does not include repairing normal wear and tear,

removing graffiti or repairing any item damaged as a consequence of vandalism.

Maintained and **Maintenance** have corresponding meanings;

Modification Application means any application to modify a Development Consent under section 4.55 of the Act;

Monetary Contribution means the monetary contribution payable by the Developer under clause 6 of this deed;

Occupation Certificate means an occupation certificate as defined under section 6.4 of the Act;

Public Reserve has the same meaning as in the *Local Government Act 1993* (NSW);

Public Road has the same meaning as in the *Roads Act 1993* (NSW);

Register means the Torrens title register maintained under the *Real Property Act 1900* (NSW);

Regulation means the *Environmental Planning and Assessment Regulation 2021*;

Security means a Bank Guarantee, Bond or cash deposit to be held by Council;

Stage means a stage of the Development;

Subdivision Certificate means a subdivision certificate defined under section 6.4 of the Act;

Subdivision Works Certificate means a subdivision works certificate defined under section 6.4 of the Act; and

Works means the work identified in the Contributions Table in Schedule 1 under the subheading Works.

2 Interpretation

In this deed, unless the context indicates a contrary intention:

- (a) **(documents)** a reference to this deed or another document includes any document which varies, supplements, replaces, assigns or novates this deed or that other document;
- (b) **(references)** a reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this deed;
- (c) **(headings)** clause headings and the table of contents are inserted for convenience only and do not affect interpretation of this deed;
- (d) **(person)** a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;
- (e) **(party)** a reference to a party to a document includes that party's personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (f) **(president, General Manager, CEO or managing director)** the president, General Manager, CEO or managing director of a body or Authority means any person acting in that capacity;

- (g) **(requirements)** 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;
- (h) **(including)** including and includes are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind;
- (i) **(corresponding meanings)** a word that is derived from a defined word has a corresponding meaning;
- (j) **(singular)** the singular includes the plural and vice-versa;
- (k) **(gender)** words importing one gender include all other genders;
- (l) **(parts)** a reference to one or more things includes each part and all parts of that thing or group of things but nothing in this clause implies that part performance of an obligation constitutes performance of that obligation;
- (m) **(rules of construction)** 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;
- (n) **(legislation)** a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it;
- (o) **(time and date)** a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Sydney, Australia, even if the obligation is to be performed elsewhere;
- (p) **(joint and several)** an deed, representation, covenant, right or obligation:
 - (i) in favour of two or more persons is for the benefit of them jointly and severally; and
 - (ii) on the part of two or more persons binds them jointly and severally;
- (q) **(writing)** a reference to a notice, consent, request, approval or other communication under this deed or an agreement between the parties means a written notice, request, consent, approval or agreement;
- (r) **(replacement bodies)** a reference to a body (including an institute, association or Authority) which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its power or functions;
- (s) **(Australian currency)** a reference to dollars or \$ is to Australian currency;
- (t) **(month)** a reference to a month is a reference to a calendar month; and
- (u) **(year)** a reference to a year is a reference to twelve consecutive calendar months.

3 Planning Agreement under the Act

- (a) The parties agree that this deed is a planning agreement within the meaning of section 7.4 of the Act.
- (b) Schedule 3 of this deed summarises the requirements for planning agreements under s 7.4 of the Act and the way this deed addresses those requirements.

4 Application of this deed

This deed applies to:

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

5 Operation of this deed

This deed commences on and from the date it is executed by all parties.

6 Contributions to be made under this deed

6.1 *Monetary Contribution*

- (a) The Developer will pay to Council the monetary contributions as set out in Schedule 1.
- (b) In relation to the monetary contributions detailed at line items 6 - 162 (inclusive) of Table B of Schedule 1 to this deed, the Developer is to pay the greater of:
 - (i) the amount in column titled 'Amount'; or
 - (ii) the amount as indexed at the time of payment in accordance with the Contributions Plan.
- (c) The Developer will pay to Council the monetary contributions by the times set out in Schedule 1.
- (d) The Monetary Contribution must be paid by way of bank cheque in favour of Council or by deposit by means of electronic funds transfer into an account specified by Council.
- (e) The Monetary Contribution will be taken to have been made when the Council notifies the Developer in writing that the bank cheque has been received and cleared funds or electronic funds have been deposited in the Council's bank account.
- (f) The parties agree and acknowledge that the Monetary Contribution will be used by the Council for the purposes identified in the column titled 'Description' in Schedule 1 to this deed and/or for the purposes identified in the Contributions Plan.

6.2 *Works*

- (a) The Developer will carry out the Works in accordance with this deed, including the Construction Terms, and any Development Consent or other Approval granted for the Works.
- (b) The Works or any part of the Works required under this deed will be taken to have been completed for the purposes of this deed when a Certificate of Practical Completion has been issued for those Works.
- (c) The Works or any part of the Works required under this deed will be taken to have been delivered to Council on Handover in accordance with the Construction Terms.
- (d) The Works must be delivered to the Council in accordance with the timing as set out in Schedule 1.

- (e) The parties agree and acknowledge that the Works serve the public purposes set out in Schedule 1.

6.3 *Dedication of Land*

- (a) The Developer must dedicate or cause to be transferred to the Council, at no cost to the Council, the Dedication Land freed and discharged from all estates, interests, trusts, restrictions, dedications, reservations, easements, rights, charges, rates and contracts in, over or in connection with the land, including but not limited to, municipal rates and charges, water rates and land tax.
- (b) The Developer must take all steps, prepare all documents and meet all costs required to dedicate the Dedication land including, but not limited to:
 - (i) removing any encumbrances on the title to the land;
 - (ii) creating an interest in land in favour of Council if required;
 - (iii) subdividing the Land to create a separate lot for the Dedication Land;
 - (iv) preparing and lodging documents for registration;
 - (v) obtaining the consent of any other parties to the registration of the relevant documents; and
 - (vi) attending to any requisition relating to any dealing or document lodged for registration.
- (c) The obligation to dedicate the Dedication Land will be taken to have been satisfied when the Public Reserve is dedicated to Council by operation of the registration of a plan of subdivision in accordance with section 49 of the *Local Government Act 1993* (NSW).
- (d) The obligation to dedicate the Dedication Land will be taken to have been satisfied when the Public Road is dedicated to Council by operation of the registration of a plan of subdivision in accordance with section 9 of the *Roads Act 1993* (NSW).

6.4 *Maintenance and Rectification of Defects*

- (a) The Developer must Maintain the Works and rectify any defects after Handover of the Works in accordance with the Construction Terms.

6.5 *Public Access and Easements*

[Not used]

6.6 *Access to Council owned land*

- (a) The Council agrees to permit the Developer, upon receiving at least 10 Business Days' prior notice, to enter, pass through or occupy any Council owned or controlled land in order to enable the Developer to properly perform its obligations under this deed. Nothing in this clause creates or gives the Developer any estate or interest in any part of the Council owned or controlled land.
- (b) The Developer indemnifies the Council, its employees, officers, agents and contractors from and against all Claims in connection with the entry or access by the Developer to, or any presence of the Developer on, Council owned or controlled land for the purposes of performing their obligations under this deed,

except to the extent such Claim arises either directly or indirectly as a result of the Council or its employees, officers, agents, contractors or workmen's negligence, default, act or omission.

6.7 *Deferral of Works*

- (a) Despite any other provision of this deed, if the Developer is delayed in completing any Works by the time required in Schedule 1:
 - (i) The Developer must make a written request to the Council, detailing the Work (or part thereof) proposed to be deferred, the reason for the delay and the proposed revised delivery date for that item of Work;
 - (ii) The Developer, at the time of the request to defer works, must provide a construction timeline confirming the intended completion date of any outstanding works; and
 - (iii) The Developer must provide the Council with an additional Bank Guarantee or Bond so that the total amount secured is 200% of the value of the subject Work or part thereof. The security which has already been provided pursuant to clause 11.2 in relation to the specific Work (or part thereof) which is proposed to be deferred may be taken into account in calculating the 200% security under this clause.
- (b) Upon receipt of the written request pursuant to 6.7(a), Council will, acting reasonably, consider the request and inform the Developer within 10 Business Days if the request has been accepted and the revised delivery date for the item of Work. Without limiting the matters that Council may take into account in considering any such request, Council may consider:
 - (i) risk to life or property;
 - (ii) risk of environmental harm;
 - (iii) impacts on the amenity of adjoining landowners and occupiers;
 - (iv) sufficiency of any existing infrastructure to service development; and
 - (v) the effect of the deferral of the item of Work (or part thereof) on the dedication of land identified in Table 2 of Schedule 1 or the delivery of other Works.
- (c) If the Developer complies with any approval issued by Council pursuant to clause 6.7(b), the Developer will not be in breach of this deed as a result of not complying with Schedule 1.

7 Development Contributions

7.1 *Application of s 7.11, s 7.12 and Subdivision 4 of Division 7.1 of the Act*

- (a) This deed **excludes** the application of section 7.11 of the Act to the Development.
- (b) This deed **excludes** the application of section 7.12 of the Act to the Development.
- (c) This deed **does not exclude** the application of Subdivision 4 of Division 7.1 of the Act.

- (d) The benefits under this deed are not to be taken into consideration in determining a development contribution under section 7.11 of the Act, including contributions payable in relation to any future stage of the proposed development.

7.2 *Credit for Contributions*

- (a) In consideration of the Developer performing its obligations under this deed, the Contributions listed in Table B of Schedule 1 under this deed may be taken into consideration in determining a development contribution in relation to future stages of the proposed development of the Orchard Hills North Land subject to the following requirements:
 - (i) the Contribution must be delivered in total, consistent with the Contributions Plan, unless staged delivery and credit has been otherwise agreed in writing by Council;
 - (ii) in the case of Works, a Certificate of Practical Completion pursuant to clause 6.2(b) must have been issued;
 - (iii) in the case of land dedication, the Dedication Land is in the ownership of Council; and
 - (iv) the value of the Contribution made is the value of the Monetary Contribution, Works and any Dedication Land identified in the Contributions Plan, as indexed at the time the Contribution is made.
- (b) Nothing in this deed:
 - (i) requires Council to refund or repay any Contributions;
 - (ii) requires Council to pay any amount to the Developer if the value of the Contributions is more than the contributions payable under the Contributions Plan; or
 - (iii) exempts the Developer from paying any contributions payable under the Contributions Plan for future stages of the redevelopment of the Orchard Hills North Land which are not subject to a credit in accordance with clause 7.2(a).

8 Registration of this deed

8.1 *Developer Interest*

The Developer represents and warrants to the Council that on the date of this deed it is the registered proprietor of the Land.

8.2 *Registration of this deed*

- (a) The Developer agrees to procure the registration of this deed under the *Real Property Act 1900* (NSW) in the relevant folios of the Register of the Land in accordance with section 7.6 of the Act.
- (b) The Developer, at its own expense, must:
 - (i) procure the lodgement of this deed with the Registrar General as soon as reasonably practicable after this deed comes into operation, but in any event, no later than 10 Business Days after that date;

- (ii) procure the registration of this deed by the Registrar-General in the relevant folios of the Register for the Land as soon as reasonably practicable after this deed is lodged for registration; and
 - (iii) provide documentary evidence that the registration of this deed has been completed to Council within 5 Business Days of receiving confirmation that the registration has occurred.
- (c) The Developer warrants that, as at the date of this deed, it has obtained the consent of each person who has an estate or interest in the Land registered under the *Real Property Act 1900* (NSW) or is seized or possessed of an estate or interest in the Land to the registration of this deed on title.
- (d) The Developer, at its own expense will, promptly after the execution of this deed and if requested by Council, take all practical steps, and otherwise do anything that the Council reasonably requires to procure:
 - (i) An acceptance of the terms of this deed and an acknowledgement in writing from any existing mortgagee in relation to the Land that the mortgagee will adhere to the provisions of this deed if it takes possession of the Land as mortgagee in possession;
 - (ii) The execution of any documents; and
 - (iii) The production of the relevant duplicate certificates of title, to enable the registration of this deed in accordance with clause 8.2.

8.3 *Removal from Register*

The Council will, at the Developer's cost, provide a release and discharge of this deed so that it may be removed from the folios of the Register for the Land (or any part of it) provided the Council is satisfied the Developer has duly fulfilled its obligations under this deed in respect of that part of the Land.

8.4 *Caveat*

- (a) The Developer acknowledges and agrees that:
 - (i) when this deed is executed, the Council is deemed to have acquired and the Developer is deemed to have granted, an equitable estate and interest in the Land for the purposes of section 74F(1) of the *Real Property Act 1900* (NSW) and consequently the Council will have a sufficient interest in the Land in respect of which to lodge a caveat over the Land notifying that interest; and
 - (ii) it will not object to the Council lodging a caveat in the relevant folios of the Register for the Land nor will it seek to remove any caveat lodged by the Council provided the caveat does not prevent registration of any dealing or plan other than a transfer.
- (b) The Council must, at Developer's cost, register a withdrawal of any caveat in respect of the Land within five Business Days after the Developer complies with clause 8.2.
- (c) The Developer must notify the Council within 5 Business Days after the registration of any subdivision plan that creates a separate lot for the Dedication Land or any part of the Dedication Land.

- (d) The Developer acknowledges and agrees that, in the event a separate lot is created for the Dedication Land or any part of the Dedication Land, it will not object to Council lodging a caveat in the relevant folios of the Register for that land, nor will it seek to remove any such caveat lodged by Council, until the relevant part of the Land is dedicated to Council in accordance with this deed.

9 Review of this deed

9.1 *Review generally*

- (a) This deed may be reviewed or modified.
- (b) Any review or modification of this deed will be conducted in the circumstances and in the manner determined by the parties.
- (c) No modification or review of this deed will be of any force or effect unless it is in writing and signed by the parties to this deed.
- (d) A party is not in breach of this deed if it does not agree to an amendment to this deed requested by a party in, or as a consequence of, a review.

10 Dispute Resolution

10.1 *Reference to Dispute*

If a dispute arises between the parties in relation to this deed, the parties must not commence any court proceedings relating to the dispute unless the parties have complied with this clause, except where a party seeks urgent interlocutory relief.

10.2 *Notice of Dispute*

The party wishing to commence the dispute resolution process must give written notice (**Notice of Dispute**) to the other parties of:

- (a) The nature of the dispute,
- (b) The alleged basis of the dispute, and
- (c) The position which the party issuing the Notice of Dispute believes is correct.

10.3 *Representatives of Parties to Meet*

- (a) The representatives of the parties must promptly (and in any event within 15 Business Days of the Notice of Dispute) meet in good faith to attempt to resolve the notified dispute.
- (b) The parties may, without limitation:
 - (i) resolve the dispute during the course of that meeting,
 - (ii) agree that further material or expert determination in accordance with clause 10.6 about a particular issue or consideration is needed to effectively resolve the dispute (in which event the parties will, in good faith, agree to a timetable for resolution); or
 - (iii) agree that the parties are unlikely to resolve the dispute and, in good faith, agree to a form of alternative dispute resolution (including expert determination, arbitration or mediation) which is appropriate for the resolution of the relevant dispute.

10.4 *Further Notice if Not Settled*

If the dispute is not resolved within 10 Business Days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the dispute (Determination Notice) by mediation under clause 10.5 or by expert determination under clause 10.6.

10.5 *Mediation*

If a party gives a Determination Notice calling for the dispute to be mediated:

- (a) The parties must agree to the terms of reference of the mediation within 15 Business Days of the receipt of the Determination Notice (the terms shall include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply;
- (b) The mediator will be agreed between the parties, or failing agreement within 15 Business Days of receipt of the Determination Notice, either Party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- (c) The mediator appointed pursuant to this clause 10.5 must:
 - (i) Have reasonable qualifications and practical experience in the area of the dispute; and
 - (ii) Have no interest or duty which conflicts or may conflict with his or her function as a mediator, he or she being required to fully disclose any such interest or duty before his or her appointment;
- (d) The mediator shall be required to undertake to keep confidential all matters coming to his or her knowledge by reason of his or her appointment and performance of his or her duties;
- (e) The parties must within 10 Business Days of receipt of the Determination Notice notify each other of their representatives who will be involved in the mediation (except if a resolution of the Council is required to appoint a representative, the Council must advise of the representative within 5 Business Days of the resolution);
- (f) The parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement; and
- (g) In relation to costs and expenses:
 - (i) Each party will bear its own professional and expert costs incurred in connection with the mediation; and
 - (ii) The costs of the mediator will be shared equally by the parties unless the mediator determines that a party has engaged in vexatious or unconscionable behaviour in which case the mediator may require the full costs of the mediation to be borne by that party.

10.6 *Expert determination*

If the dispute is not resolved under clause 10.3 or clause 10.5, or the parties otherwise agree that the dispute may be resolved by expert determination, the parties may refer the dispute to an expert, in which event:

- (a) The dispute must be determined by an independent expert in the relevant field:
 - (i) Agreed upon and appointed jointly by the parties; and
 - (ii) In the event that no agreement is reached or no appointment is made within 10 Business Days of the agreement to refer the dispute to an expert, appointed on application of a party by the then President of the Law Society of New South Wales;
- (b) The expert must be appointed in writing and the terms of the appointment must not be inconsistent with this clause;
- (c) The determination of the dispute by such an expert will be made as an expert and not as an arbitrator and will be in writing and contain the reasons for the determination;
- (d) The expert will determine the rules for the conduct of the process but must conduct the process in accordance with the rules of natural justice;
- (e) Each party will bear its own costs in connection with the process and the determination by the expert and will share equally the expert's fees and costs; and
- (f) Any determination made by an expert pursuant to clause 10.6 is final and binding upon the parties except unless:
 - (i) Within 5 Business Days of receiving the determination, a party gives written notice to the other party that it does not agree with the determination and commences litigation; or
 - (ii) The determination is in respect of, or relates to, termination or purported termination of this deed by any party, in which event the expert is deemed to be giving a non-binding appraisal.

10.7 *Litigation*

If the dispute is not *finally* resolved in accordance with this clause 10, then either party is at liberty to litigate the dispute.

10.8 *No suspension of contractual obligations*

Subject to any interlocutory order obtained under clause 10.1, the referral to or undertaking of a dispute resolution process under this clause 10 does not suspend the parties' obligations under this deed.

11 Enforcement and Security

11.1 *Default*

- (a) In the event a party considers another party has failed to perform and fulfil an obligation under this deed, it may give notice in writing to the other party (**Default Notice**) giving all particulars of the matters in respect of which it considers default has occurred and by such notice require the default to be remedied within a reasonable time not being less than 21 days.
- (b) In determining a reasonable time, regard must be had to both the nature of the default and the work or other action required to remedy it and whether or not the

continuation of the default constitutes a public nuisance or raises other circumstances of urgency or emergency.

- (c) If a party disputes the Default Notice it may refer the dispute to dispute resolution under clause 10 of this deed.

11.2 Security

~~In this clause 11.2, **Security** means a Bank Guarantee, Bond or cash deposit to be held by Council.~~

- (a) The Developer must provide to the Council:
- (i) Within 10 Business Days of the date of this deed, Security for the Stage 1 DA in an amount of 125% of the cost of the Works as identified at Schedule 1 of this deed, subject to any indexation;
 - (ii) Prior to the issue of a Subdivision Works Certificate for the Stage 2 DA, Security in an amount of 125% of the cost of the Works as identified at Schedule 1 of this deed, subject to any indexation; and
 - (iii) Prior to the issue of a Subdivision Works Certificate for the Stage 3 DA, Security in an amount of 125% of the cost of the Works as identified at Schedule 1 of this deed, subject to any indexation.
- (b) The Council may call on a Security provided under clause 11.2 if:
- (i) the Developer is in material or substantial breach of this deed and has failed to rectify the breach within a reasonable period of time after having been given reasonable notice (which must not be less than 21 Business Days) in writing to do so in accordance with clause 11.1 of this deed; or
 - (ii) the Developer becomes Insolvent.
- (c) If requested by Council, within 20 Business Days of each anniversary of a Security provided under clause 11.2(a), the Developer must provide Council with one or more replacement Securities (**Replacement Security**) in an amount calculated in accordance with the following:

$$A = \frac{B \times D}{C}$$

Where:

A is the amount of the Replacement Security,

B is the amount of the Security to be replaced,

C is the CPI for the quarter ending immediately before the date of the Security to be replaced,

D is the CPI for the quarter ending immediately before the date of the Replacement Security,

provided A is greater than B.

- (d) On receipt of a replacement Security provided under clause 11.2(c), the Council must release and return to the Developer, as directed, the Security that has been replaced as soon as reasonably practicable.

- (e) At any time following the provision of a Security under this clause, the Developer may provide the Council with one or more replacement Securities totalling the amount of all Securities required to be provided under this clause for the time being. On receipt of such replacement Security, the Council must release and return to the Developer, as directed, the Securities which it holds that have been replaced as soon as reasonably practicable.
- (f) Subject to this clause and the provisions of this deed, the Council may apply the proceeds of a Security to satisfy:
 - (i) any obligation of the Developer under this deed to deliver Contributions, and
 - (ii) any associated liability, loss, cost, charge or expense directly or indirectly incurred by the Council because of the failure by the Developer to comply with this deed.
- (g) The Council must promptly return a Security provided under this clause if requested by the Developer and:
 - (i) Handover has occurred for an item of Works to which the Security relates; and
 - (ii) the Developer has provided a Bond or Bank Guarantee required under the Construction Terms for defects liability and maintenance of the item of Works; and
 - (iii) if the Security relates to other items of Works for which a Certificate of Practical Completion has not been issued, a replacement Security is provided by the Developer in an amount determined in accordance with clause 11.2(c).
- (h) For the avoidance of doubt, Council may retain a component of the Security it holds for an item of Works that is equivalent to 25% of the value of the Works, in satisfaction of the requirement to submit a Bank Guarantee or Bond under the Construction Terms for defects liability and maintenance.
- (i) Nothing in this clause 11.2 prevents or restricts the Council from taking any enforcement action in relation to:
 - (i) any obligation of the Developer under this deed; or
 - (ii) any associated liability, loss, cost, charge or expense directly or indirectly incurred by the Council because of the failure by the Developer to comply with this deed,
 that is not or cannot be satisfied by calling on a Security.

11.3 Compulsory Acquisition

- (a) If the Developer does not dedicate the Dedication Land to Council as required by this deed, the Council may compulsorily acquire the relevant land, in which case the Developer consents to the Council compulsorily acquiring that land for compensation in the amount of \$1.00 without having to follow the pre-acquisition procedures in the *Land Acquisition (Just Terms Compensation) Act 1991* and may recover any costs, including legal costs, incurred by the Council on acquisition of the land from the Developer.

- (b) Clause 11.3(a) constitutes an agreement for the purposes of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW).
- (c) Except as otherwise agreed between the Developer and Council, the Developer must ensure the Dedication Land is freed and discharged from all estates, interests, trusts, restrictions, dedications, reservations, rights, charges, rates, strata levies and contracts, except as may be permitted by this deed on the date that the Council will acquire the land in accordance with clause 11.3(a).
- (d) The Developer indemnifies and keeps indemnified the Council against all Claims made against the Council as a result of any acquisition by the Council of the whole or any part of the relevant land under clause 11.3(a).
- (e) The Developer must pay the Council, promptly on demand, an amount equivalent to all costs, including legal costs, incurred by the Council acquiring the whole or any part of the relevant land under clause 11.3(a) that are not or cannot be recovered by calling on a Security.

11.4 *Restriction on the issue of Certificates*

- (a) Not used.
- (b) Not used.
- (c) In accordance with section 6.14 of the Act and section 34 of the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021* (NSW), the following obligations under this deed must be satisfied before a Subdivision Works Certificate is issued for the Development or any part of the Development:
 - (i) Payment of the Monetary Contribution in accordance with clause 6.1; and
 - (ii) Provision of Securities required under clause 11.2.
- (d) In accordance with section 6.15(1)(d) of the Act, the following obligations under this deed must be satisfied before a Subdivision Certificate is issued for the Development or any part of the Development:
 - (i) ~~Subject to clause 6.8, P~~payment of the Monetary Contribution in accordance with clause 6.1;
 - (ii) Delivery of the Works in accordance with clause 6.2;
 - (iii) Dedication of the Dedication Land in accordance with clause 6.3; and
 - (iv) Provision of a Bank Guarantee or Bond for any item of the Works for defects liability and maintenance under the Construction Terms.

11.5 *General Enforcement*

- (a) Without limiting any other remedies available to the parties, this deed may be enforced by any party in any Court of competent jurisdiction.
- (b) Nothing in this deed prevents:
 - (i) a party from bringing proceedings in the Land and Environment Court to enforce any aspect of this deed or any matter to which this deed relates; and

- (ii) the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this deed or any matter to which this deed relates.

12 Assignment and Dealings

12.1 Assignment

- (a) A party must not assign or deal with any right under this deed without the prior written consent of the other parties.
- (b) Any change of ownership or control (as defined in section 50AA of the *Corporations Act 2001* (Cth)) of a party (excluding the Council) shall be deemed to be an assignment of this deed for the purposes of this clause.
- (c) Any purported dealing in breach of this clause is of no effect.

12.2 Transfer of Land

- (a) The Developer may not transfer, assign or dispose of the whole or any part of its right, title or interest in the Land (present or future) or in the Development to another person (Transferee) unless before it sells, transfers or disposes of that right, title or interest:
 - (i) the Developer satisfies the Council that the proposed Transferee is financially capable of complying with the Developer's obligations under this deed;
 - (ii) the Developer satisfies the Council that the rights of the Council will not be diminished or fettered in any way;
 - (iii) the Transferee delivers to the Council a novation deed signed by the Transferee in a form and of such substance as is acceptable to the Council containing provisions under which the Transferee agrees to comply with all the outstanding obligations of the Developer under this deed;
 - (iv) any default under any provisions of this deed has been remedied or waived by the Council, on such conditions as the Council may determine; and
 - (v) the Developer and the Transferee pay the Council's reasonable costs in relation to the assignment.

13 Approvals and consents

Except as otherwise set out in this deed, and subject to any statutory obligations, a party may give or withhold an approval or consent to be given under this deed in that party's absolute discretion and subject to any conditions determined by the party. A party is not obligated to give its reasons for giving or withholding consent or for giving consent subject to conditions.

14 No fetter

14.1 Discretion

This deed is not intended to operate to fetter, in any manner, the exercise of any statutory power or discretion of the Council, including, but not limited to, any statutory

power or discretion of the Council relating to the Development Application or any other application for Development Consent (all referred to in this deed as a "Discretion").

14.2 *No fetter*

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 clause 14.2(a) 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 on the extent that is possible having regard to the relevant court judgment.

15 Notices

Any notice given under or in connection with this deed (**Notice**):

- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must be addressed as follows and delivered to the intended recipient by hand, by prepaid post or by email at the address below, or at the address last notified by the intended recipient to the sender after the date of this deed:
 - (i) to Penrith City Council: PO Box 60, Penrith, NSW 2751
Fax: (02) 4732 7958
Email: council@penrith.city
Attention: The General Manager
 - (ii) to the Developer Level 45, 25 Martin Place, Sydney
NSW 2000
Email: info@legacyproperty.com.au
Attention: The Company Director(s)
and Secretary
- (c) is taken to be given or made:
 - (i) in the case of hand delivery, when delivered;
 - (ii) in the case of delivery by post, 3 Business Days after the date of posting (if posted to an address in the same country) or 7 Business Days after the date of posting (if posted to an address in another country); and
 - (iii) in the case of an email, at the time the email is sent to the email address stated above, unless the sender receives an automated delivery failure notice; and

- (d) if under clause 15(c) a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4.00 pm (local time), it is taken to have been given or made at the start of business on the next Business Day in that place.

16 General

16.1 *Relationship between parties*

- (a) Nothing in this deed:
 - (i) constitutes a partnership between the parties; or
 - (ii) except as expressly provided, makes a party an agent of another party for any purpose.
- (b) A party cannot in any way or for any purpose:
 - (i) bind another party; or
 - (ii) contract in the name of another party.
- (c) If a party must fulfil an obligation and that party is dependent on another party, then that other party must do each thing reasonably within its power to assist the other in the performance of that obligation.

16.2 *Time for doing acts*

- (a) If the time for doing any act or thing required to be done or 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 5.00 pm on the specified day, it is taken to have been done on the following Business Day.

16.3 *Further assurances*

Each party must promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements recorded in this deed.

16.4 *Variation*

A provision of this deed can only be varied by a later written document executed by or on behalf of all parties and in accordance with the provisions of the Act.

16.5 *No assignment*

A party cannot assign or otherwise transfer its rights under this deed without the prior written consent of the other party.

16.6 *Counterparts*

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

16.7 *Legal expenses, stamp duty and administration fees*

The Developer must pay, within 28 days of receipt of a tax invoice, on demand Council's reasonable legal costs and disbursements in connection with the negotiation, preparation, execution, stamping, and release and discharge of this deed, including the

reasonable costs incurred by the Council in obtaining any advice about this deed or the value of land or works to be delivered under this deed.

16.8 *Entire agreement*

The contents of this deed constitute the entire agreement between the parties and supersede any prior negotiations, representations, understandings or arrangements made between the parties regarding the subject matter of this deed, whether orally or in writing.

16.9 *Representations and warranties*

The parties represent and warrant that they have the power and authority to enter into this deed and comply with their obligations under the deed and that entry into this deed will not result in the breach of any law.

16.10 *Severability*

If a clause or part of a clause of this deed can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this deed, but the rest of this deed is not affected.

16.11 *Invalidity*

- (a) A word or provision must be read down if:
 - (i) this deed is void, voidable, or unenforceable if it is not read down;
 - (ii) this deed will not be void, voidable or unenforceable if it is read down; and
 - (iii) the provision is capable of being read down.
- (b) A word or provision must be severed if:
 - (i) despite the operation of clause 16.11(a), the provision is void, voidable or unenforceable if it is not severed; and
 - (ii) this deed will be void, voidable or unenforceable if it is not severed.
- (c) The remainder of this deed has full effect even if clause 16.11(b) applies.

16.12 *Waiver*

A right or remedy 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 or remedy does not constitute a waiver of that right or remedy, nor does 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.

16.13 *GST*

- (a) Words and expressions which are not defined in this deed but which have a defined meaning in GST Law have the same meaning as in the GST Law.
- (b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this deed are exclusive of GST.
- (c) If GST is imposed on any supply made under or in accordance with this deed, the Developer must pay the GST or pay to the Council an amount equal to the

GST payable on or for the taxable supply, whichever is appropriate in the circumstances.

16.14 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.

17 Reporting

Within one month of the issue of the final Subdivision Certificate for each Stage of the Development, and until the Developer's obligations under this deed are satisfied, the Developer must provide a written report to Council detailing the progress of the provision of Contributions under this deed and the progress of the Development.

18 Developer Trustee Limitation of Liability

18.1 Stage 1 Developer Trustee

(a) Definitions

In this clause:

- (i) **Trust** means the LegPro Orchard Hills Stage 1 Unit Trust; and
- (ii) **Trust Deed** means the trust deed establishing the Trust.

(b) Limitation of Liability

- (i) The Stage 1 Developer warrants that:

- (A) it enters into this deed in its capacity as trustee of the Trust and in no other capacity; and
- (B) it is empowered by the terms of the Trust Deed or any other instrument constituting the Trust to enter into this deed in accordance with its provisions; and
- (C) it is entitled to be indemnified out of the assets of the Trust in respect of the obligations and liabilities assumed by it under the terms of this deed.

- (ii) The Council acknowledges and agrees that, despite any other provision of this deed, any liability or obligation of the Stage 1 Developer arising under or in connection with this deed can only be enforced to the extent to which they are entitled to be, and are in fact, indemnified for that liability or obligation out of the assets of the Trust. This includes without limitation any representation, warranty or conduct by the Stage 1 Developer.

- (iii) Clause 18.1(b)(ii) does not apply to any liability or obligation of the Stage 1 Developer to the extent there is a reduction in their ability to be indemnified for that liability or obligation out of the assets of the Trust as a result of the Stage 1 Developer's fraud, negligence or breach of trust.

18.2 Stage 2 Developer Trustee

(a) Definitions

In this clause:

- (i) **Trust** means the LegPro Orchard Hills Stage 2 Unit Trust; and
- (ii) **Trust Deed** means the trust deed establishing the Trust.

(b) **Limitation of Liability**

- (i) The Stage 2 Developer warrants that:
 - (A) it enters into this deed in its capacity as trustee of the Trust and in no other capacity; and
 - (B) it is empowered by the terms of the Trust Deed or any other instrument constituting the Trust to enter into this deed in accordance with its provisions; and
 - (C) it is entitled to be indemnified out of the assets of the Trust in respect of the obligations and liabilities assumed by it under the terms of this deed.
- (ii) The Council acknowledges and agrees that, despite any other provision of this deed, any liability or obligation of the Stage 2 Developer arising under or in connection with this deed can only be enforced to the extent to which they are entitled to be, and are in fact, indemnified for that liability or obligation out of the assets of the Trust. This includes without limitation any representation, warranty or conduct by the Stage 2 Developer.
- (iii) Clause 18.2(b)(ii) does not apply to any liability or obligation of the Stage 2 Developer to the extent there is a reduction in their ability to be indemnified for that liability or obligation out of the assets of the Trust as a result of the Stage 2 Developer's fraud, negligence or breach of trust.

18.3 *Stage 3 Developer Trustee*

(a) **Definitions**

In this clause:

- (i) **Trust** means the LegPro Orchard Hills Stage 3 Unit Trust; and
- (ii) **Trust Deed** means the trust deed establishing the Trust.

(b) **Limitation of Liability**

- (i) The Stage 3 Developer warrants that:
 - (A) it enters into this deed in its capacity as trustee of the Trust and in no other capacity; and
 - (B) it is empowered by the terms of the Trust Deed or any other instrument constituting the Trust to enter into this deed in accordance with its provisions; and
 - (C) it is entitled to be indemnified out of the assets of the Trust in respect of the obligations and liabilities assumed by it under the terms of this deed.
- (ii) The Council acknowledges and agrees that, despite any other provision of this deed, any liability or obligation of the Stage 3 Developer arising under or in connection with this deed can only be enforced to the extent to which they are entitled to be, and are in fact, indemnified for that liability or

obligation out of the assets of the Trust. This includes without limitation any representation, warranty or conduct by the Stage 3 Developer.

- (iii) Clause 18.3(b)(ii) does not apply to any liability or obligation of the Stage 3 Developer to the extent there is a reduction in their ability to be indemnified for that liability or obligation out of the assets of the Trust as a result of the Stage 3 Developer's fraud, negligence or breach of trust.

18.4 Stage 4 Developer Trustee

(a) Definitions

In this clause:

- (i) Trust means the LegPro Orchard Hills Stage 4 Unit Trust; and
- (ii) Trust Deed means the trust deed establishing the Trust.

(b) Limitation of Liability

(i) The Stage 4 Developer warrants that:

- (A) it enters into this deed in its capacity as trustee of the Trust and in no other capacity; and
- (B) it is empowered by the terms of the Trust Deed or any other instrument constituting the Trust to enter into this deed in accordance with its provisions; and
- (C) it is entitled to be indemnified out of the assets of the Trust in respect of the obligations and liabilities assumed by it under the terms of this deed.

(ii) The Council acknowledges and agrees that, despite any other provision of this deed, any liability or obligation of the Stage 4 Developer arising under or in connection with this deed can only be enforced to the extent to which they are entitled to be, and are in fact, indemnified for that liability or obligation out of the assets of the Trust. This includes without limitation any representation, warranty or conduct by the Stage 4 Developer.

(iii) Clause 18.4(b)(ii) does not apply to any liability or obligation of the Stage 4 Developer to the extent there is a reduction in their ability to be indemnified for that liability or obligation out of the assets of the Trust as a result of the Stage 4 Developer's fraud, negligence or breach of trust.

18.5 Stage 5 Developer Trustee

(a) Definitions

In this clause:

- (i) Trust means the LegPro Orchard Hills Stage 5 Unit Trust; and
- (ii) Trust Deed means the trust deed establishing the Trust.

(b) Limitation of Liability

(i) The Stage 5 Developer warrants that:

- (A) it enters into this deed in its capacity as trustee of the Trust and in no other capacity; and

- (B) it is empowered by the terms of the Trust Deed or any other instrument constituting the Trust to enter into this deed in accordance with its provisions; and
- (C) it is entitled to be indemnified out of the assets of the Trust in respect of the obligations and liabilities assumed by it under the terms of this deed.
- (ii) The Council acknowledges and agrees that, despite any other provision of this deed, any liability or obligation of the Stage 5 Developer arising under or in connection with this deed can only be enforced to the extent to which they are entitled to be, and are in fact, indemnified for that liability or obligation out of the assets of the Trust. This includes without limitation any representation, warranty or conduct by the Stage 5 Developer.
- (iii) Clause 18.5(b)(ii) does not apply to any liability or obligation of the Stage 5 Developer to the extent there is a reduction in their ability to be indemnified for that liability or obligation out of the assets of the Trust as a result of the Stage 5 Developer's fraud, negligence or breach of trust.

18.6 Stage 6 Developer Trustee

(a) Definitions

In this clause:

- (i) **Trust** means the LegPro Orchard Hills Stage 6 Unit Trust; and
- (ii) **Trust Deed** means the trust deed establishing the Trust.

(b) Limitation of Liability

- (i) The Stage 6 Developer warrants that:
 - (A) it enters into this deed in its capacity as trustee of the Trust and in no other capacity; and
 - (B) it is empowered by the terms of the Trust Deed or any other instrument constituting the Trust to enter into this deed in accordance with its provisions; and
 - (C) it is entitled to be indemnified out of the assets of the Trust in respect of the obligations and liabilities assumed by it under the terms of this deed.
- (ii) The Council acknowledges and agrees that, despite any other provision of this deed, any liability or obligation of the Stage 6 Developer arising under or in connection with this deed can only be enforced to the extent to which they are entitled to be, and are in fact, indemnified for that liability or obligation out of the assets of the Trust. This includes without limitation any representation, warranty or conduct by the Stage 6 Developer.
- (iii) Clause 18.6(b)(ii) does not apply to any liability or obligation of the Stage 6 Developer to the extent there is a reduction in their ability to be indemnified for that liability or obligation out of the assets of the Trust as a result of the Stage 6 Developer's fraud, negligence or breach of trust.

Schedule 1 Contributions Table

Table A - Contributions not identified in the Contributions Plan

Monetary Contributions						
No.	Description	Timing	Lots	Rate	Amount	Security
1.	Monetary contribution towards a community facility to be delivered by Council	To be paid by 31 December 2026	NA	NA	\$750,000	Registration on title
2.	Monetary contribution towards resurfacing of Frogmore Road in Area B to be delivered by Council	To be paid by 31 December 2030	NA	NA	\$211,985	Registration on title
Works						
No.	Description	Timing	Delivery Trigger	Completion Date	Value	Security
3.	Public artwork, to be delivered within OS8	Works to be completed with the delivery of OS8	Works to be completed with the delivery of OS8 and no later than 31 December 2026	31 December 2026	\$335,000	Bond at 125% value of works
4.	Caddens Road resurfacing between Kingswood Road and Cadda Ridge Drive	Works to be completed with the Stage 1 works	Works to be completed by 31 December 2026	31 December 2026	NA	Release of subdivision certificate
5.	Pedestrian Connections to Caddens Rd as per Stage 1 VPA plan and s138 Concept as shown in Annexure D	Works to be completed with the Stage 1 works	Works to be completed by 31 December 2025	31 December 2025	NA	Release of subdivision certificate

Table B - Contributions identified in the Contributions Plan (indexed to December 2024)

Monetary Contributions						
No.	Description	Timing	Lots	Rate	Amount	Security
Stage 1						
6.	Monetary contribution for plan administration – Stage 1	To be paid prior to issue of first residential subdivision certificate for Stage 1	83	\$629.34	\$52,235.04	Release of subdivision certificate
7.	Monetary contribution for district open space – Stage 1	To be paid prior to issue of first residential subdivision certificate for Stage 1	83	\$1,000.08	\$83,006.35	Release of subdivision certificate
Stage 2						
8.	Monetary contribution for plan administration – Stage 2	To be paid prior to issue of first residential subdivision certificate for Stage 2	69	\$629.34	\$43,424.31	Release of subdivision certificate
9.	Monetary contribution for district open space – Stage 2	To be paid prior to issue of first residential subdivision certificate for Stage 2	69	\$1,000.08	\$69,005.28	Release of subdivision certificate
Stage 3						

10.	Monetary contribution for plan administration – Stage 3	To be paid prior to issue of first residential subdivision certificate for Stage 3	152	\$629.34	\$95,659.68	Release of subdivision certificate.
11.	Monetary contribution for district open space – Stage 3	To be paid prior to issue of first residential subdivision certificate for Stage 3	152	\$1,000.08	\$152,012.16	Release of subdivision certificate.
	Monetary contribution for Stage 3	To be paid prior to issue of first residential subdivision certificate for Stage 3	NA	NA	\$12,160,966.02 as indexed at time of payment, noting that this contribution amount is indexed as at 31 December 2024.	Release of subdivision certificate.
Stage 5						
<u>12.</u>	<u>Monetary contribution for plan administration – Stage 5</u>	<u>To be paid prior to issue of first residential subdivision certificate for Stage 5</u>	<u>116</u>	<u>\$629.34</u>	<u>\$73,003.44</u>	<u>Release of subdivision certificate.</u>
<u>13.</u>	<u>Monetary contribution for district open space – Stage 5</u>	<u>To be paid prior to issue of first residential subdivision certificate for Stage 5</u>	<u>116</u>	<u>\$1,000.08</u>	<u>\$116,009.28</u>	<u>Release of subdivision certificate.</u>
Stage 6						

<u>14.</u>	<u>Monetary contribution for plan administration – Stage 6</u>	<u>To be paid prior to issue of first residential subdivision certificate for Stage 6</u>	<u>76</u>	<u>\$629.34</u>	<u>\$47,829.84</u>	<u>Release of subdivision certificate.</u>
<u>15.</u>	<u>Monetary contribution for district open space – Stage 6</u>	<u>To be paid prior to issue of first residential subdivision certificate for Stage 6</u>	<u>76</u>	<u>\$1,000.08</u>	<u>\$76,006.08</u>	<u>Release of subdivision certificate.</u>
<u>16.</u>	<u>Monetary contribution for Stages 4-6</u>	<u>To be paid prior to issue of first residential subdivision certificate for Stage 4A or Stage 5 & 6</u>	<u>NA</u>	<u>NA</u>	<u>\$17,158,584</u>	<u>Release of subdivision certificate.</u>

Dedication of Land

No.	CP Work Item	Description of Works	Timing	Delivery Trigger	Completion Date	Value of Land	Security
Stage 1							
<u>42-17.</u>	NA	Land dedication for half roads fronting OS5, comprising approximately 876sqm being part of Lot 10 DP1302833	Stage 1 subdivision certificate	Dedication to occur with the first residential subdivision certificate for Stage 1.	1 December 2025	\$474,616.08	Release of subdivision certificate and compulsory acquisition provision
<u>43-18.</u>	NA	Land dedication for half roads fronting OS1, comprising approximately 628sqm being part of Lot 10 DP1302833	Stage 1 subdivision certificate	Dedication to occur with the first residential subdivision certificate for Stage 1.	1 December 2025	\$340,249.89	Release of subdivision certificate and compulsory acquisition provision

Stage 2							
<u>44-19</u>	3.07	Land dedication for WB1 and part drainage channel, comprising approximately 11,450sqm being part of Lot 20 DP1304679	Stage 2 subdivision certificate	Dedication to occur with the first residential subdivision certificate for Stage 2.	1 June 2026	\$6,175,958.89	Release of subdivision certificate and compulsory acquisition provision
<u>45-20</u>	3.06	Land dedication for WB1 (existing Flood Liable land).	Stage 2 subdivision certificate	Dedication to occur with the first residential subdivision certificate for Stage 2.	1 June 2026	\$25,093.86	Release of subdivision certificate and compulsory acquisition provision
<u>46-21</u>	NA	Land dedication for half roads fronting OS5, comprising approximately 882sqm being part of Lots 9 & 10 DP1302833 and Lot 20 DP1304679	Stage 2 subdivision certificate	Dedication to occur with the first residential subdivision certificate for Stage 2.	1 June 2026	\$477,866.88	Release of subdivision certificate and compulsory acquisition provision
<u>47-22</u>	NA	Land dedication for East-West collector road, comprising approximately 2311sqm being part of Lot 20 DP1304679.	Stage 2 subdivision certificate	Dedication to occur with the first residential subdivision certificate for Stage 2.	1 June 2026	\$1,252,097.91	Release of subdivision certificate and compulsory acquisition provision
<u>48-23</u>	NA	Land dedication for North-South collector road (Caddens Road to East-West Road), comprising approximately 6,384sqm being part of Lot 20 DP1304679.	Stage 2 subdivision certificate	Dedication to occur with the first residential subdivision certificate for Stage 2.	1 June 2026	\$3,458,845.99	Release of subdivision certificate and compulsory acquisition provision
Stage 3							

19-24	B2	Water Cycle Management Facility. Dedication of approximately 6,152sqm of land for Basin B2 being part of Lot 8 and 9 DP1344 and Lot 100 DP700141.	Stage 3 subdivision certificate	Dedication to occur with the first residential subdivision certificate for Stage 3.	1 June 2027	\$3,333,148.58	Release of subdivision certificate and compulsory acquisition provision
Stage 4A							
<u>25.</u>	<u>AOS - OS8</u>	<u>Half Road Works around Open Space 8. Dedication of approximately 1900sqm of land</u>	<u>Stage 4A subdivision certificate</u>	<u>Dedication to occur with the second subdivision certificate for Stage 4A.</u>	<u>30 June 2028</u>	<u>\$1,029,418</u>	<u>Release of subdivision certificate and compulsory acquisition provision</u>
<u>26.</u>	<u>N/A</u>	<u>Land required for public school half road frontage (excluding existing roads). Dedication of approximately 3,724sqm of land being part of Lot 100 DP1302830.</u>	<u>Stage 4A subdivision certificate</u>	<u>Dedication to occur with the second subdivision certificate for Stage 4A.</u>	<u>30 June 2028</u>	<u>\$2,017,660</u>	<u>Release of subdivision certificate and compulsory acquisition provision</u>
<u>27.</u>	<u>N/A</u>	<u>Land required for Kingswood Road Realignment 1000sqm</u>	<u>Stage 4A subdivision certificate</u>	<u>Dedication to occur with the second subdivision certificate for Stage 4A.</u>	<u>30 June 2028</u>	<u>\$541,799</u>	<u>Release of subdivision certificate and compulsory acquisition provision</u>
<u>28.</u>	<u>N/A</u>	<u>Dedication of approximately 344sqm of land being part of Lot 100 DP1302830. Land required for roundabout on other roads</u>	<u>Stage 4A subdivision certificate</u>	<u>Dedication to occur with the second subdivision certificate for Stage 4A.</u>	<u>30 June 2028</u>	<u>\$186,379</u>	<u>Release of subdivision certificate and compulsory acquisition provision</u>

<u>29.</u>	<u>OS8</u>	<u>Dedication of approximately 20,000sqm of land being part of Lot 100 DP1302830.</u>	<u>Stage 4A subdivision certificate</u>	<u>Dedication to occur within 12 months from the release of the second residential subdivision certificate issued for Stages 4A, 5 or 6 and/or prior to the release of any residential subdivision certificate for any later stages.</u>	<u>31 December 2028</u>	<u>\$10,835,984</u>	<u>Release of subdivision certificate and compulsory acquisition provision</u>
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Works							
No.	CP Work Item	Description of Works	Timing	Delivery Trigger	Completion Date	Value of Works	Security
Stage 1							
<u>20-30</u>	EECR1	Caddens Road north side only (east of Braeburn Street to Creek closure), to approximately 470 lineal meters	Works to be undertaken within stage 1.	Works to be completed prior to the release of the first residential subdivision certificate for stage 1 and any following stages.	1 December 2025	\$613,840.14	Bond at 125% value of works

Works							
No.	CP Work Item	Description of Works	Timing	Delivery Trigger	Completion Date	Value of Works	Security
24-31	OSHR5	Works for half roads fronting OS 5, comprising approximately 100 lineal meters of road.	Works to be undertaken within stage 1.	Works to be completed prior to the release of the first residential subdivision certificate for stage 1 and any following stages.	1 December 2025	\$130,536.82	Bond at 125% value of works
22-32	OSHR1	Works for half roads fronting OS 1, comprising approximately 80 lineal meters of road.	Works to be undertaken within stage 1.	Works to be completed prior to the release of the first residential subdivision certificate for stage 1 and any following stages.	1 December 2025	\$104,429.46	Bond at 125% value of works
Stage 2							
23-33	WB1	Works for WB1 basin and part drainage channel	Works to be undertaken within stage 2.	Works to be completed prior to the release of the first residential subdivision certificate for stage 2 and any following stages. Construction of bulk earthworks and sediment basin only for subdivision certificate.	1 June 2026	\$5,728,608	Bond at 125% value of works

Works							
No.	CP Work Item	Description of Works	Timing	Delivery Trigger	Completion Date	Value of Works	Security
24-34	WB1GPT	2 x GPTs for WB1	Works to be undertaken within stage 2.	Works to be completed prior to the release of the first residential subdivision certificate for stage 2 and any following stages.	1 June 2026	\$259,139	Bond at 125% value of works
25-35	WB1	Raingarden for WB1 (media bed, access and planting)	90% of catchment housing completion.	Basin conversion and raingarden embellishment to occur 90% of catchment housing completion.	N/A	\$973,393.76	Bond at 125% value of works
26-36	OSHR5	Works for half roads fronting parks for OS5, comprising approximately 100m lineal meters of road.	Works to be undertaken within stage 2.	Works to be completed prior to the release of the first residential subdivision certificate for stage 2 and any following stages.	1 June 2026	\$130,536	Bond at 125% value of works
27-37	EW2	East / West Road Works for a four-lane section of collector road comprising approximately 204 lineal meters of road.	Works to be undertaken within stage 2.	Works to be completed prior to the release of the first residential subdivision certificate for stage 2 and any following stages.	1 June 2026	\$1,917,324.88	Bond at 125% value of works

Works							
No.	CP Work Item	Description of Works	Timing	Delivery Trigger	Completion Date	Value of Works	Security
<u>28-38</u>	NS1	North South Road Works for a three-lane section of collector road comprising approximately 190 lineal meters of road.	Works to be undertaken within stage 2.	Works to be completed prior to the release of the first residential subdivision certificate for stage 2 and any following stages.	1 June 2026	\$1,653,466.45	Bond at 125% value of works
<u>29-39</u>	EECR2	Caddens Road north side only (O'Connell Lane to Ulm Road). Upgrade of local roads surrounding development. Approximately 160 lineal meters of road.	Works to be undertaken within stage 2.	Works to be completed prior to the release of the first residential subdivision certificate for stage 2 and any following stages.	1 June 2026	\$208,858.92	Bond at 125% value of works
Stage 3							
<u>30-40</u>	B2	Water Cycle Management Facility.	Works to be undertaken within Stage 3.	Works to be completed prior to the release of the first residential subdivision certificate for stage 3. Construction of bulk earthworks and sediment basin only for subdivision certificate	30 June 2027	\$1,843,131.62	Bond at 125% value of works

Works							
No.	CP Work Item	Description of Works	Timing	Delivery Trigger	Completion Date	Value of Works	Security
31.41	B2	Raingarden for B2 including media bed, access, planting	90% of catchment housing completion	Basin conversion and raingarden embellishment to occur 90% of catchment housing completion.	N/A	\$801,713.67	Bond at 125% value of works.
32.42	B2	GPT for Basin B2 (P1009)	Works to be undertaken within Stage 3.	Works to be completed prior to the release of the first residential subdivision certificate for stage 3.	30 June 2027	\$97,177.41	Bond at 125% value of works
33.43	EEKR1	Kingswood Road (west side - Castle Road to Caddens Road) along development frontage for 323m	Works to be undertaken within Stage 3.	Works to be completed prior to the release of the first residential subdivision certificate for stage 3.	30 June 2027	\$421,633.94	Bond at 125% value of works
44.	SR1	Avenue Road adjacent to new public school site (eastern side of school)	Works to be undertaken within stage 4A.	Works to be completed prior to the release of the second subdivision certificate for Stage 4A.	30 June 2028	\$156,644	Release of subdivision certificate and registration on title
45.	SR2	Local (Major) Road adjacent to new public school site (southern side of school)	Works to be undertaken within stage 4A.	Works to be completed prior to the release of the second subdivision certificate for Stage 4A.	30 June 2028	\$368,984	Release of subdivision certificate and registration on title

Works							
No.	CP Work Item	Description of Works	Timing	Delivery Trigger	Completion Date	Value of Works	Security
46.	SR3	Kingswood Road adjacent to public school site (western side of school)	Works to be undertaken within stage 4A.	Works to be completed prior to the release of the second subdivision certificate for Stage 4A.	30 June 2028	\$156,644	Release of subdivision certificate and registration on title
47.	OSHR81	Half Road Works around Open Space 8. Approximately 100 lineal metres of road.	Works to be undertaken within stage 4A.	Works to be completed prior to the release of the second subdivision certificate for Stage 4A.	30 June 2028	\$174,049	Release of subdivision certificate and registration on title
48.	OSHR82	Half Road Works around Open Space 8. Approximately 230 lineal metres of road.	Works to be undertaken within stage 4A.	Works to be completed prior to the release of the second subdivision certificate for Stage 4A.	30 June 2028	\$400,313	Release of subdivision certificate and registration on title
49.	OSHR83	Half Road Works around Open Space 8. Approximately 100 lineal metres of road.	Works to be undertaken within stage 4A.	Works to be completed prior to the release of the second subdivision certificate for Stage 4A.	30 June 2028	\$174,049	Release of subdivision certificate and registration on title
50.	SPCWR	Shared paths – 1m widening – approximately 180 lineal metres.	Works to be undertaken within stage 4A.	Works to be completed prior to the release of the second subdivision certificate for Stage 4A.	30 June 2028	\$33,987	Release of subdivision certificate and registration on title

Works							
No.	CP Work Item	Description of Works	Timing	Delivery Trigger	Completion Date	Value of Works	Security
<u>51.</u>	<u>OS8</u>	<u>Landscape embellishment and park infrastructure works</u>	<u>Stage 4A subdivision certificate</u>	<u>Dedication to occur within 12 months from the release of the second residential subdivision certificate issued for Stages 4A, 5 or 6 and/or prior to the release of any residential subdivision certificate for any later stages.</u>	<u>31 December 2028</u>	<u>\$4,258,078</u>	<u>Release of subdivision certificate and registration on title</u>
<u>52.</u>	<u>EECR3</u>	<u>Castle Road (north side - Kingswood Road to OHN boundary). Approximately 487 lineal metres of road.</u>	<u>Works to be undertaken within Stages 5 & 6.</u>	<u>Works to be completed prior to the release of the first residential subdivision certificate for Stages 5 & 6 under the Stage 5 & 6 DA, and any following stages.</u>	<u>December 2027</u>	<u>\$635,715</u>	<u>Release of subdivision certificate and registration on title</u>
<u>53.</u>	<u>WP</u>	<u>Shared paths – 1m widening – approximately 487 lineal metres.</u>	<u>Works to be undertaken within Stages 5 & 6.</u>	<u>Works to be completed prior to the release of the first residential subdivision certificate for Stages 5 & 6 under the Stage 5 & 6 DA, and any following stages.</u>	<u>December 2027</u>	<u>\$68,919</u>	<u>Release of subdivision certificate and registration on title</u>

Works							
No.	CP Work Item	Description of Works	Timing	Delivery Trigger	Completion Date	Value of Works	Security
<u>54.</u>	<u>EEKR1</u>	<u>Kingswood Road upgrade adjacent to 26-48 Kingswood Road (Brethren Church) to the approach to the proposed intersection at Kingswood and Castle Roads for 324 lineal metres.</u>	<u>Works to be undertaken within Stages 5 & 6.</u>	<u>Works to be completed within 12 months of the release of the first residential subdivision certificate for Stages 5 & 6 under the Stage 5 & 6 DA, and any following stages.</u>	<u>December 2027</u>	<u>\$422,939</u>	<u>Release of subdivision certificate and registration on title</u>

Schedule 2 Construction terms

1. Interpretation

For the purposes of this Schedule 2, the defined terms in clause 1 of this deed and the Interpretation principles in clause 2 of this deed will apply and, unless context indicates a contrary intention:

Builder means any entity contracted under the Construction Contract to carry out the Works.

Construction Contract means the contract to carry out the Works (whether or not that is a contract for the Works only or forms part of a contract for the building of other components of the Development).

Defects Liability and Maintenance Period means in respect of each item of building works which together comprise the Works the period of 12 months from the date on which Handover of the Works occurs.

Detailed Design means the final specifications and finishes for the Works prepared in accordance with clause 5.2 of this Schedule 2 and will include the design of the Works, the location for the Works, installation specifications and estimated costs of construction and/or installation.

Services means all water, gas, electricity, television, drainage, sewerage, cable TV, data communications, telecommunications and other services which are required under a Development Consent or an Approval and which are necessary or desirable for the construction or operation of the Development.

Superintendent means the Superintendent appointed under any Construction Contract.

2. Requirements of Authorities and Approvals

2.1. These Construction Terms must be read and construed subject to:

- (a) any requirements or conditions of any Development Consent; and
- (b) the requirements of and conditions imposed by all relevant Authorities and all Laws relating to the Development and the construction of the Development.

2.2. If the Developer requires any Approvals in order to carry out the obligations under this deed, then the Developer will acquire all Approvals necessary to carry out the Works at its own cost.

2.3. The Developer must ensure that the Works carried out under this deed are carried out:

- (a) in accordance with the relevant Development Consent for the Works and all Approvals and the requirements of all Laws, including without limitation, work health and safety legislation; and
- (b) in a good and workmanlike manner and so that they are diligently progressed until completion;

AND it is acknowledged that to the extent that there is any inconsistency between this deed and any Approval the terms of the Approval shall take precedence.

3. Costs of Works

All costs of the Works must be borne by the Developer.

4. Project Management and Contractor Engagement

- 4.1. The Developer will be responsible for managing the Works.
- 4.2. The Developer will ensure that any contractor it engages to carry out the Works agrees to:
- (a) carry out the Developer's obligations in these Construction Terms as part of any Construction Contract; and
 - (b) invite a Council representative to be present at each on-site meeting attended by the Superintendent.
- 4.3. Despite clause 4.2(b), the Council representative is not entitled to attend any part of an on-site meeting attended by the Superintendent which the Developer considers commercial-in-confidence and must leave if requested.

5. Design Development

5.1. Concept Design

Council and the Developer have worked in consultation with each other to prepare and agree the concept plans for the Works at Annexure D.

5.2. Detailed Design

- (a) Prior to Works commencing the Developer must provide a copy of the draft Detailed Design to the Council for approval.
- (b) Within 15 Business Days of receiving the Detailed Design, Council will respond to the Developer with any suggested amendments to the Detailed Design.
- (c) Council and the Developer must work in consultation with each other to prepare and agree the Detailed Design and must both act reasonably and with due expedition in their consultations with each other.
- (d) If the Detailed Design is not completed and agreed within 15 Business Days of Council providing its suggested amendments in accordance with clause 5.2(b) of this Schedule, to avoid possible delays to the issue of a Certificate of Practical Completion, the Council will, in its sole discretion, be entitled to decide on any outstanding or undecided matter or item relating to areas that are to be accessible to the public, provided that any decision made by Council under this clause:
 - (i) is consistent with the obligation to carry out the Works and dedicate the Dedication Land under this deed; and
 - (ii) is consistent with the Development Consent; and
 - (iii) does not materially and adversely affect the Development; and
 - (iv) is not unreasonable.

- 5.3. Any acceptance by the Council of the Detailed Design under this clause 5 is not to be taken as approval of or to any Construction Certificate for the Works.

5.4. Good faith

The parties must act promptly and in good faith to consult in relation to the Detailed Design.

6. Carrying out of Works

6.1. Communication

The Developer must notify Council on the commencement of the Works and keep Council reasonably informed of progress of the Works and provide to Council such information about the Works as Council reasonably requests.

6.2. Standard of Works

- (a) Unless otherwise provided, the Developer shall, and must cause the Builder to, use suitable new materials and proper and tradesmanlike workmanship when carrying out the Works.
- (b) The qualitative standard of the design and finishes for the Works must be no less than those described in the following documents:
 - (i) Any relevant Australian Standard; or
 - (ii) Any relevant design standards or guidelines and any other requirements or policies applied by the Council from time to time in assessing the adequacy of any works or improvements proposed for the public domain or to be accessible to the public in accordance with this deed.
- (c) The Developer will obtain any relevant standards (including design standards), specifications, or guidelines and any other requirements or policies referred to in clause 6.2(b)(ii)(ii) of this Schedule from Council if the Council fails to deliver them to the Developer.
- (d) The Developer may but is not obliged to reinstate any Works where damage or destruction is as a result of:
 - (i) Any act or omission of the Council or its employees, consultants or agents relating to any part of the Works under this deed; or
 - (ii) The use or occupation by the Council or its employees, consultants or agents, Council's representatives or other contractor of the Council of any part of the Works.

6.3. Damage to people, property & utilities

- (a) The Developer is to ensure to the fullest extent reasonably practicable that, in performing its obligations under this deed:
 - (i) all necessary measures are taken to protect people and property;
 - (ii) unnecessary interference with the passage of people and vehicles is avoided; and
 - (iii) nuisances and unreasonable noise and disturbances are prevented.
- (b) Without limiting clause 6.3(a) of this Schedule, the Developer is not to obstruct, interfere with, impair or damage any public road, public footpath, public cycleway or other public thoroughfare, or any pipe, conduit, drain, watercourse or other public utility or service on any land except as authorised in writing by the Council or any relevant Authority.

7. Inspection

- (a) On completion of the Detailed Design, the Council will provide a schedule of inspections to be undertaken by Council (**Inspection Schedule**) to occur at specified stages of the construction of the Works (**Inspection Stage**). If the

Council does not provide the Inspection Schedule, the Developer must request the Inspection Schedule from the Council prior to the Works commencing.

- (b) Five Business Days prior to reaching an Inspection Stage as set out in the Inspection Schedule, the Developer must notify the Council of the proposed inspection date (**Inspection Date**).
- (c) On the Inspection Date, or other agreed date, the Developer must ensure that any employees, contractors, agents or representatives of Council have access to and may enter the Land to inspect the Works.
- (d) In addition to carrying out inspections in accordance with the Inspection Schedule, the Council and its employees, contractors, agents or representatives may enter the Land or any part of the Land on which the Works are located to inspect the progress of the Works, subject to:
 - (i) the terms of the Construction Contract (save for any clause of the Construction Contract which prevents the Council from accessing the Land);
 - (ii) giving reasonable notice to the Developer;
 - (iii) complying with all reasonable directions of the Developer; and
 - (iv) being accompanied by the Developer or a nominee, or as otherwise agreed.
- (e) The Council may, acting reasonably, within 5 Business Days of carrying out an inspection (either under clause 7(c) or 7(d) of Schedule 2), notify the Developer of any defect or non-compliance in the Works and direct the Developer to carry out work to rectify that defect or non-compliance within a reasonable period of time. Such work may include, but is not limited to:
 - (i) removal of defective or non-complying material;
 - (ii) demolishing defective or non-complying work;
 - (iii) reconstructing, replacing or correcting any defective or non-complying work; and
 - (iv) not delivering any defective or non-complying material to the site of the Works.
- (f) If the Developer is issued a direction to carry out further work under clause 7(e) of this Schedule, the Developer must, at its cost, rectify the defect or non-compliance specified in the Notice within the time period specified in the Notice, provided that it is reasonable having regard to the nature of the works.
- (g) If the Developer fails to comply with a direction to carry out work given under clause 7(e) of this Schedule, the Council will be entitled to refuse to accept that the Works (or the relevant part of the Works) meet the Council's standards and specifications and may refuse to issue a Certificate of Practical Completion, until the required Works have been completed to the Council's satisfaction, acting reasonably.
- (h) For the avoidance of doubt, any acceptance by the Council that the Developer has rectified a defect or non-compliance identified in a notice issued under clause 7(e) of this Schedule does not constitute:

- (i) acceptance by the Council that the Works comply with all Approvals and Laws; or
- (ii) an Approval by the Council in respect of the Works; or
- (iii) an agreement or acknowledgment by the Council that the Works or the relevant part of the Works are complete and may be delivered to the Council in accordance with this deed.

8. Completion

8.1. Practical Completion

- (a) When the Developer considers that the Works, or any part of the Works, are complete, the Developer must send a Notice to the Council accompanied by complete works as executed plans, any relevant certificates or consents of any public utility authority and a request for written certification from the Council that the Works are complete.
- (b) Within 10 Business Days of receipt of the notice under clause 8.1(a) of this Schedule 2, the Council will carry out an inspection of the Works and will, acting reasonably, either:
 - (i) provide written certification to the Developer that the Works have been completed; or
 - (ii) notify the Developer of any additional information required or matters which must be addressed by the Developer prior to the certification being issued.
- (c) If the Developer is required to provide additional information or address any matters under clause 8.1(b)(ii) of this Schedule, the Developer will provide that information to Council or address those matters within 10 Business Days of receiving the notice or within a reasonable period of time and make a further request under clause 8.1(a) of this Schedule 2 for written certification that the Works have been completed.
- (d) Practical completion will be achieved in relation to the Works or any part of the Works when a Certificate of Practical Completion has been issued for those Works.

8.2. Handover

- (a) The Developer is responsible for the delivery and care of the Works at all times prior to Handover of the Works.
- (b) Handover will occur and Council will assume responsibility for the Works:
 - (i) following dedication to Council of the land on which Works are located; or
 - (ii) if Works are carried out on land already owned by Council, on the issue of a Certificate of Practical Completion for those Works.

8.3. Delivery of documents

- (a) If it has not already done so, the Developer must as soon as practicable, and no later than 20 Business Days after the date on which the Certificate of Practical Completion is issued in respect of the Works or any part of the Works deliver to the Council, complete and legible copies of:

- (i) all "as built" full-sized drawings, specifications and relevant operation and service manuals;
 - (ii) all necessary certificates including the certificates of any consultants of the Developer that the Council may reasonably require, and Approvals of any public utility authority (where relevant); and
 - (iii) copies of all Approvals required for use of the land subject to the Works.
- (b) The Developer must as soon as practicable, and no later than 20 Business Days after the date on which the Certificate of Practical Completion is issued in respect of the Works or any part of the Works, provide the Council with a tour of the land subject to the Works and provide reasonable instructions on the operation and use of the Services on that land.

8.4. Assignment of Warranties and Causes of Action

- (a) The Developer must assign (as beneficial owner) or cause to be assigned to Council the benefit of any warranties and guarantees obtained by the Developer and the Builder (and capable of assignment) with respect to any material or goods incorporated in or forming part of the Works.
- (b) To the extent that any such warranties or guarantees cannot be assigned, the Developer must at the request of Council do anything reasonably required by Council to enforce such warranties or guarantees for the benefit of Council.

9. Defects Liability and Maintenance

9.1. Maintenance

- (a) Prior to the issue of a Certificate of Practical Completion for any part of the Works, the Developer must provide to the Council a Maintenance Schedule setting out the proposed maintenance works and estimated costs for the relevant part of the Works over the Defects Liability and Maintenance Period (Maintenance Schedule).
- (b) Within 10 Business Days of receiving the Maintenance Schedule, Council must issue a written notice to the Development advising of any changes it requires to the Maintenance Schedule, which changes must be reasonable and in accordance with Council's usual practice for maintaining works of the same type.
- (c) Within 5 Business Days of receiving the Council's notice under clause 9.1(b) of this Schedule, the Developer must provide to Council a final Maintenance Schedule incorporating the Council's changes.
- (d) The Works or any part of those works, must be Maintained by the Developer in accordance with the Maintenance Schedule for the Maintenance Period.
- (e) The Developer must follow relevant Council policies and obtain all Approvals necessary to carry out the Maintenance required under this clause.
- (f) The Council must give the Developer and its contractors any access required to carry out Maintenance in accordance with the Maintenance Schedule.

9.2. Defects Liability and Maintenance Period

- (a) During the Defects Liability and Maintenance Period, the Council (acting reasonably) may give to the Developer a notice (**Rectification Notice**) in writing

that identifies a defect in the Works or any Maintenance requirement that has not been complied with.

- (b) The Rectification Notice must specify:
 - (i) action required to be undertaken by the Developer to rectify the defect or Maintain the Works (**Rectification Works**); and
 - (ii) having reasonable regard for the scope of the Rectification Works, the date on which the defect must be rectified, or the Maintenance work completed (**Rectification Date**).
- (c) The Developer must comply with the Rectification Notice by:
 - (i) procuring the performance of the Rectification Works by the Rectification Date, or such other date as agreed between the parties;
 - (ii) keeping the Council reasonably informed of the action to be taken to rectify the defect or Maintain the Works; and
 - (iii) carrying out the Rectification Works.
- (d) The Council must give the Developer and its contractors any access required to carry out the Rectification Works.
- (e) When the Developer considers that the Rectification Works are complete, either the Developer must notify the Council and provide documentation, plans or invoices which establish that the Rectification Works were carried out.
- (f) The Council may inspect the Rectification Works within 15 Business Days of receiving a Notice from the Developer under clause 9.2(e) of this Schedule 2 and, acting reasonably:
 - (i) issue a further Rectification Notice if it is not reasonably satisfied that the Rectification Works are complete; or
 - (ii) notify the Developer in writing that it is satisfied the Rectification Works are complete.
- (g) The Developer must meet all costs of and incidental to rectification of defects or Maintenance of Works under this clause 9.2.
- (h) If the Developer fails to comply with a Rectification Notice, then the Council may do such things or take such action as is necessary to carry out the Rectification Works, including accessing and occupying any part of the Land without further notice to the Developer, and may:
 - (i) call upon any Bond or Bank Guarantee provided to the Council under clause 9.3 of this Schedule to meet its costs of carrying out Rectification Works; and
 - (ii) recover as a debt due to the Council by the Developer in a court of competent jurisdiction, any difference between the amount of the Bond or Bank Guarantee and the costs incurred by the Council in carrying out Rectification Works.
- (i) The Developer must request that Council inspect the Works 28 days prior to the end of the Defects Liability and Maintenance Period. The Council must inspect

the Works at any time after receiving the request from the Developer and before to the end of the Defects Liability and Maintenance Period.

(j) If, prior to the end of the Defects Liability and Maintenance Period:

- (i) the Developer fails to request the inspection, or
- (ii) the Council does not carry out the inspection,

the Council may extend the Defects Liability and Maintenance Period so that the inspection may be carried out.

9.3. Security for Defects Liability

(a) Prior to the issue of a Certificate of Practical Completion for each item of the Stage 1-3 Works the Developer must deliver to ~~the~~ Council Bond(s) or Bank Guarantee(s) in an amount equivalent to 25% of the value of the Works as detailed at Schedule 1 for the particular item of Works.

(b) Prior to the issue of a Certificate of Practical Completion of the Stage 4A Works the Developer must deliver to Council a maintenance bond in an amount equivalent to 5% of the value of the Item 512 (Landscape embellishment of OS8) of Works.

(a)(c) The Developer discloses and the Council acknowledges that the Bond(s) or Bank Guarantee(s) may be supplied by the Builder and form a part of the security held by the Developer from the Builder under the terms of the Construction Contract, provided that:

- (i) any Bond or Bank Guarantee provided by the Builder benefits the Council and satisfies the requirements of this deed; and
- (ii) the Developer procures an agreement from the Builder that the Council will be entitled to call on any Bond or Bank Guarantee provided by the Builder, in accordance with the terms of this deed and the terms of any Construction Contract.

(b)(d) Within 10 Business Days after the Defects Liability and Maintenance Period for a particular item of Works has expired Council must (if it has not called on it) return the Bond(s) or Bank Guarantee(s) referred to in clause 9.3(a) of this Schedule for that item of Works (or any remaining balance of it) to the Developer.

(e) Notwithstanding clause 9.2(c) of this Schedule 2, if during the Defects Liability and Maintenance Period for a particular item of Works, the Council issues a Rectification Notice, then the Council need not deliver the balance of any Bond(s) or Bank Guarantee(s) provided to it until the Rectification Notice has been complied with.

10. Risk

The Developer undertakes the Works entirely at its own risk.

11. Insurance

(a) Prior to the commencement of the construction of any of the Works, the Developer must ensure the Builder effects and the Developer must produce evidence to the Council of the following insurances issued by an insurer approved by the Council (acting reasonably) in a form approved by the Council (acting reasonably):

- (i) construction works insurance for the value of the Works;
 - (ii) public risk insurance for at least \$20 million;
 - (iii) workers compensation insurance as required by Law.
- (b) The Developer must provide evidence of currency of insurance required by clause 11(a) of this Schedule 2 upon request by the Council, acting reasonably, throughout the term of this deed.

12. Indemnities

The Developer indemnifies the Council, its employees, officers, agents and contractors from and against all Claims in connection with the carrying out by the Developer of the Works except to the extent such Claim arises either directly or indirectly as a result of the Council or its employees, officers, agents, contractors or workmen's negligence, default, act or omission.

13. Intellectual Property Rights

The Council acknowledges that the Developer or its contractors hold all rights to copyright and any intellectual property which may exist in the Works. To the extent the Developer have or receive intellectual property rights for the Works, the Developer shall assign those intellectual property rights to Council or permit use thereof.

14. Risk of contamination

The Developer acknowledges and agrees:

- (a) that it is responsible for the management and remediation of any contamination present upon or under the land on which the Works are to be carried out;
- (b) it will attend to any necessary remediation at their own costs; and
- (c) to the fullest extent permitted by Law indemnify and release the Council from any Claim which might arise from any contamination with respect to the land on which the Works are to be carried out.

15. Plans

The parties acknowledge and agree that further detail and refinement of plans and documents in connection with this deed may be necessary having regard to the following matters:

- (a) matters affecting Works not capable of identification on or before the date of this deed; or
- (b) by agreement between the parties.

Schedule 3

Summary of requirements (section 7.4)

Subject and subsection of the Act	Planning Agreement
Planning instrument and/or Development Application – Section 7.4(1) The landowners have: (a) Sought a change to an environmental planning instrument (b) Made, or propose to make a Development Application (c) Entered into an agreement with, or are otherwise associated with, a person to whom paragraph (a) or (b) applies	☐ Yes ☒ No ☒ Yes ☐ No ☐ Yes ☒ No
Description of the land to which the Planning Agreement applies – Section 7.4(3)(a)	Lot 1088 DP1306994, otherwise known as 12 Ironwood Drive, Orchard Hills Lot 1089 DP1306994, otherwise known as 51 Ridgeway Drive, Orchard Hills Lot 11 DP 1309130, otherwise known as 146 Ironwood Drive, Orchard Hills (formerly known as 146 Caddens Road, Orchard Hills) Lot 20 DP 1304679, otherwise known as 148 Caddens Road, Orchard Hills Lot 6 DP1344, otherwise known as 2 Kingswood Road, Orchard Hills Lot 71 DP1302829, otherwise known as Part 90-96 Caddens Road, Orchard Hills Lot 73 DP1302829, otherwise known as Part 90-96 Caddens Road, Orchard Hills Lot 8 DP1344, otherwise known as 98-104 Caddens Road, Orchard Hills Lot 9 DP1344, otherwise known as 106-112 Caddens Road, Orchard Hills Lot 2 DP1302831, otherwise known as 114 Caddens Road, Orchard Hills

	<u>Lot 100 DP1302830, otherwise known as 126-164 Castle Road, Orchard Hills</u> <u>Lot 50 DP1317537, otherwise known as 166 Castle Road, Orchard Hills</u> <u>Lot 51 DP1317537, otherwise known as 190 Castle Road Orchard Hills</u> <u>Lot 33 DP1344, otherwise known as 75-81 Castle Road, Orchard Hills</u> <u>Lot 34 DP1344, otherwise known as 83-89 Castle Road, Orchard Hills</u> <u>Lot 36 DP1344, otherwise known as 99-105 Castle Road, Orchard Hills</u> <u>Lot 37 DP1344, otherwise known as 107 Castle Road, Orchard Hills</u> <u>Lot 38 DP1344, otherwise known as 117-123 Castle Road, Orchard Hills</u> <u>Lot 39 DP1344, otherwise known as 125-131 Castle Road, Orchard Hills</u> <u>Lot 40 DP1344, otherwise known as 133-139 Castle Road, Orchard Hills</u> <u>Lot 21 DP1304679, otherwise known as 25 Ulm Road, Orchard Hills</u> <u>Lot 12 DP1309130, otherwise known as 146A Caddens Road, Orchard Hills</u> <u>Lot 34 DP1056800, otherwise known as 106-108 Castle Road, Orchard Hills</u> <u>Lot 52 DP1317537, otherwise known as 77 Kingswood Road, Orchard Hills</u> <u>Lot 7 DP857982, otherwise known as 7-11 Frogmore Road, Orchard Hills</u>
Description of the change to the environmental planning instrument or development to which the Planning Agreement applies - Section 7.4(3)(b)	See Definitions, Stage 1 DA, Stage 2 DA, and Stage 3 DA, <u>Stage 4 DA</u> , <u>Stage 4A DA and Stage 5 & 6 DA</u>
The scope, timing and manner of delivery of contributions required by the Planning Agreement – Section 7.4(3)(c)	See Schedule 1.
Applicability of section 7.11 of the Act – Section 7.4(3)(d)	Excluded, see clause 7.

Applicability of section 7.12 of the Act – Section 7.4(3)(d)	Excluded, see clause 7.
Applicability of Subdivision 4 of Division 7.1 of the Act – Section 7.4(3)(d)	Not excluded, see clause 7.
Whether the benefits are or are not to be taken into consideration in determining a development contribution under section 7.11 – Section 7.4(3)(e)	No, see clause 7.
Mechanism for dispute resolution – Section 7.4(3)(f)	See clause 10
Enforcement of the Planning Agreement by a suitable means – Section 7.4(3)(g)	See clause 11
Registration of the Planning Agreement – Section 7.6	See clause 8
No obligation to grant consent or exercise functions – Section 7.4(9)	See clause 14 (no fetter)

Execution

Executed as a deed in _____.

Signed, sealed and delivered for and on)
behalf of **Penrith City Council** by its)
authorised delegate in accordance with a)
resolution of the Council dated)
28 April 2025:

This document was signed in counterpart
and witnessed over audio visual link in
accordance with section 14G of the
Electronic Transactions Act 2000 (NSW).
[Strike out if not required]

J. Brock

Signature of witness

~~Electronic signature of me, _____,~~
~~affixed by me, or at my direction, on _____~~

[Strike out if not required]

Jemma Brock

Print name

Signed, sealed and delivered by LegPro
Orchard Hills Stage 1 Pty Ltd (ACN 673 136
206) in its capacity as trustee of the LegPro
Orchard Hills Stage 1 Unit Trust in accordance
with section 127 of the Corporations Act 2001
(Cth):

MAA

Signature of Sole Director and Secretary

Electronic signature of me, Elton Matthew
Hyder IV, affixed by me, or at my direction, on
21st July 2026

Elton Matthew Hyder IV

Name of Sole Director and Secretary in full



Signature of Authorised Delegate

Print position: GENERAL MANAGER

~~Electronic signature of me, _____,~~
~~affixed by me, or at my direction, on _____~~

[Strike out if not required]

S371 Local Government Act 1993

Andrew Moore

Print name

Signed, sealed and delivered by LegPro
Orchard Hills Stage 2 Pty Ltd (ACN 673 759
209) in its capacity as trustee of the LegPro
Orchard Hills Stage 2 Unit Trust in
accordance with section 127 of the
Corporations Act 2001 (Cth):



.....
Signature of Sole Director and Secretary

Electronic signature of me, Elton Matthew
Hyder IV, affixed by me, or at my direction, on
21st July 2026

Elton Matthew Hyder IV
.....

Name of Sole Director and Secretary in full

Signed, sealed and delivered by LegPro
Orchard Hills Stage 3 Pty Ltd (ACN 673 754
026) in its capacity as trustee of the LegPro
Orchard Hills Stage 3 Unit Trust in
accordance with section 127 of the
Corporations Act 2001 (Cth):



.....
Signature of Sole Director and Secretary

Electronic signature of me, Elton Matthew
Hyder IV, affixed by me, or at my direction, on
21st July 2026

Elton Matthew Hyder IV
.....

Name of Sole Director and Secretary in full

Executed as a Deed by LegPro Orchard Hills
Stage 4 Pty Ltd (ACN 673 754 213) as trustee
for LegPro Orchard Hills Stage 4 Unit Trust
(ABN 41 872 064 332) in accordance with
section 127(1) of the Corporations Act 2001
(Cth):



.....
Signature of sole director / secretary

Electronic signature of me, Elton Matthew Hyder IV,
affixed by my, or at my direction, on 21st July 2026

Elton Matthew Hyder IV

Name
(please print)

Executed as a Deed by LegPro Orchard Hills
Stage 5 Pty Ltd (ACN 673 754 651) as trustee
for LegPro Orchard Hills Stage 5 Unit Trust
(ABN 36 168 482 136) in accordance with
section 127(1) of the Corporations Act 2001
(Cth):



.....
Signature of sole director / secretary

Electronic signature of me, Elton Matthew Hyder IV,
affixed by my, or at my direction, on 21st July 2026

Elton Matthew Hyder IV

Name
(please print)

Executed as a Deed by LegPro Orchard Hills
Stage 6 Pty Ltd (ACN 673 753 565) as trustee
for LegPro Orchard Hills Stage 6 Unit Trust
(ABN 31 557 084 123) in accordance with
section 127(1) of the *Corporations Act 2001*
(Cth):



.....
Signature of sole director / secretary

Electronic signature of me, Elton Matthew Hyder IV,
affixed by my, or at my direction, on 21st July 2026

Elton Matthew Hyder IV

Name
(please print)

Annexure A Plan showing Land

Address	Lot/DP
12 Ironwood Drive, Orchard Hills	Lot 1088 DP1306994
51 Ridgeway Drive, Orchard Hills	Lot 1089 DP1306994
146 Ironwood Drive, Orchard Hills (formerly known as 146 Caddens Rd, Orchard Hills)	Lot 11 DP1309130
148 Caddens Rd, Orchard Hills	Lot 20 DP1304679
2 Kingswood Road, Orchard Hills	Lot 6 DP1344
Part 90-96 Caddens Road, Orchard Hills	Lot 71 DP1302829 Lot 73 DP1302829
98-104 Caddens Road, Orchard Hills	Lot 8 DP1344
106-112 Caddens Road, Orchard Hills	Lot 9 DP1344
114 Caddens Road, Orchard Hills	Lot 2 DP1302831
<u>126-164 Castle Road, Orchard Hills</u>	<u>Lot 100 DP1302830</u>
<u>166 Castle Road, Orchard Hills</u>	<u>Lot 50 DP1317537</u>
<u>190 Castle Road, Orchard Hills</u>	<u>Lot 51 DP1317537</u>
<u>75-81 Castle Road, Orchard Hills</u>	<u>Lot 33 DP1344</u>
<u>83-89 Castle Road, Orchard Hills</u>	<u>Lot 34 DP1344</u>
<u>99-105 Castle Road, Orchard Hills</u>	<u>Lot 36 DP1344</u>
<u>107 Castle Road, Orchard Hills</u>	<u>Lot 37 DP1344</u>
<u>117-123 Castle Road, Orchard Hills</u>	<u>Lot 38 DP1344</u>
<u>125-131 Castle Road, Orchard Hills</u>	<u>Lot 39 DP1344</u>
<u>133-139 Castle Road, Orchard Hills</u>	<u>Lot 40 DP1344</u>
<u>25 Ulm Road, Orchard Hills</u>	<u>Lot 21 DP1304679</u>
<u>146A Caddens Road, Orchard Hills</u>	<u>Lot 12 DP1309130</u>

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Elton Matthew Hyder IV,
affixed by me, or at my
direction, on 21st July 2026

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Doc 1417155432.1

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<u>106-108 Castle Road, Orchard Hills</u>	<u>Lot 34 DP1056800</u>
<u>77 Kingswood Road, Orchard Hills</u>	<u>Lot 52 DP1317537</u>
<u>7-11 Frogmore Road, Orchard Hills</u>	<u>Lot 7 DP857982</u>

X

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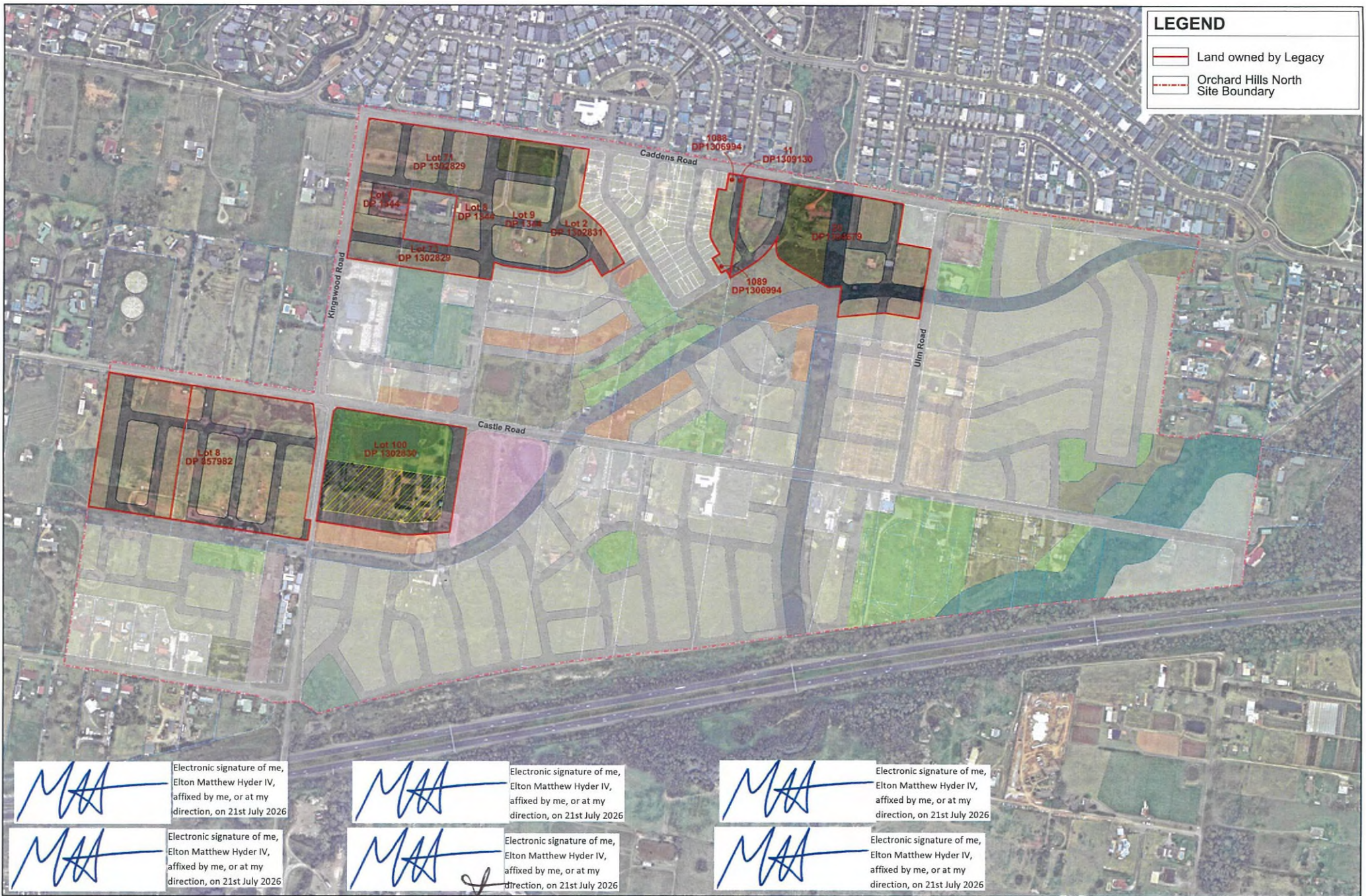
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Legacy Land Holding Ownership Plan - Lot 2 DP 1302831, Lot 71, 73 DP 1302829, Lot 6, 8 and 9 DP 1344, Lot 10 DP 1302833, Lot 11 DP 1309130 and Lot 20 DP 1304679, Lot 100 DP 1302830 and Lot 8 DP 457982

ORCHARD HILLS NORTH

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Annexure B Plan showing Dedication Land

X

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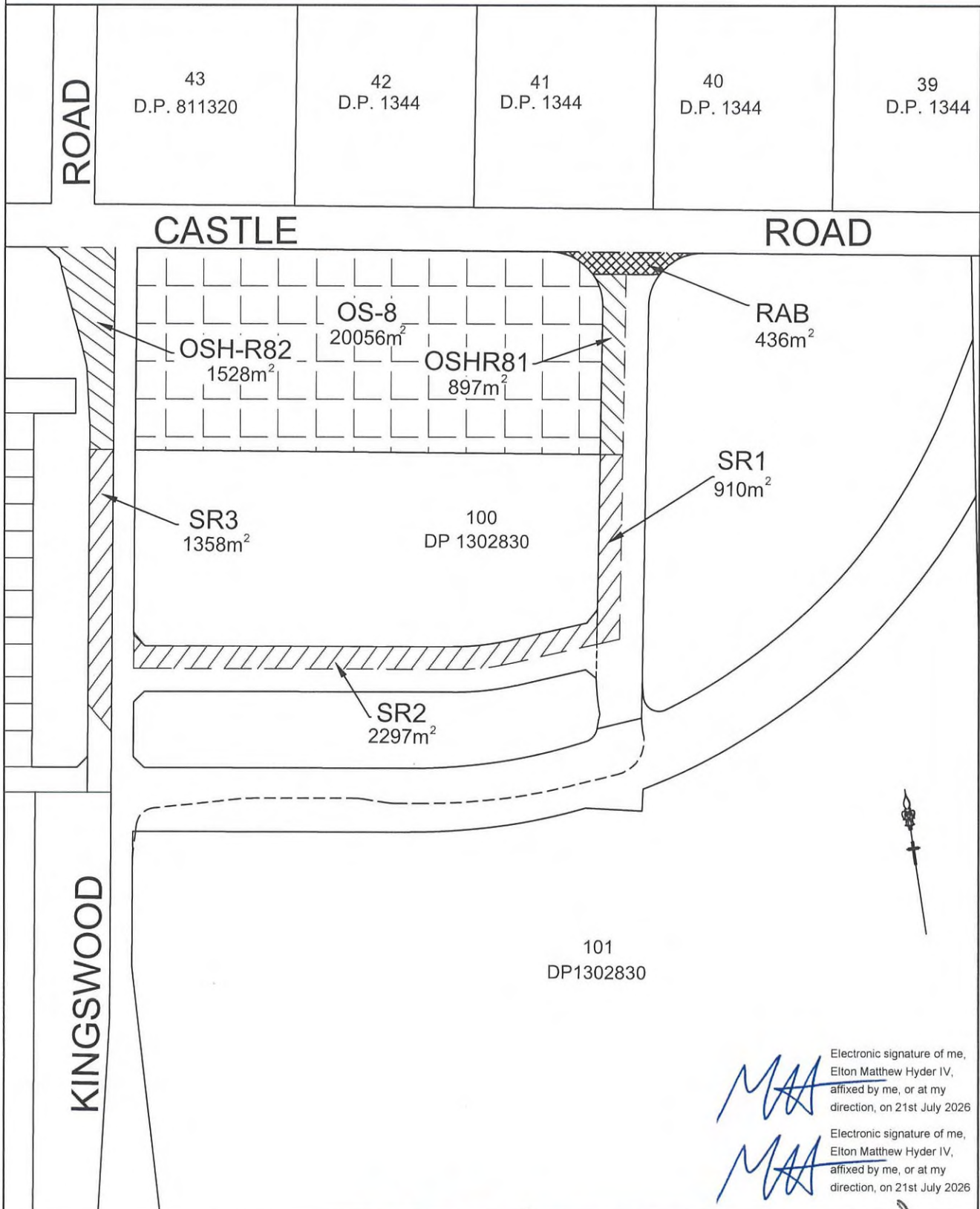
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STAGE 4A VPA LAND DEDICATION



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Elton Matthew Hyder IV,
affixed by me, or at my
direction, on 21st July 2026

Electronic signature of me,
Elton Matthew Hyder IV,
affixed by me, or at my
direction, on 21st July 2026

Phone: (02) 4732 6599
Web: www.rhco.com.au
Email: admin@hoganco.com.au
P.O. Box 283 - Richmond, NSW 2753.
ABN 59 082 453 165

RHCO RICHARD HOGAN & CO.
SURVEYING & DEVELOPMENT CONSULTANTS

Scale: 1:2500
Dated: 6th May 2026
Ref: 23506_VPA 4A

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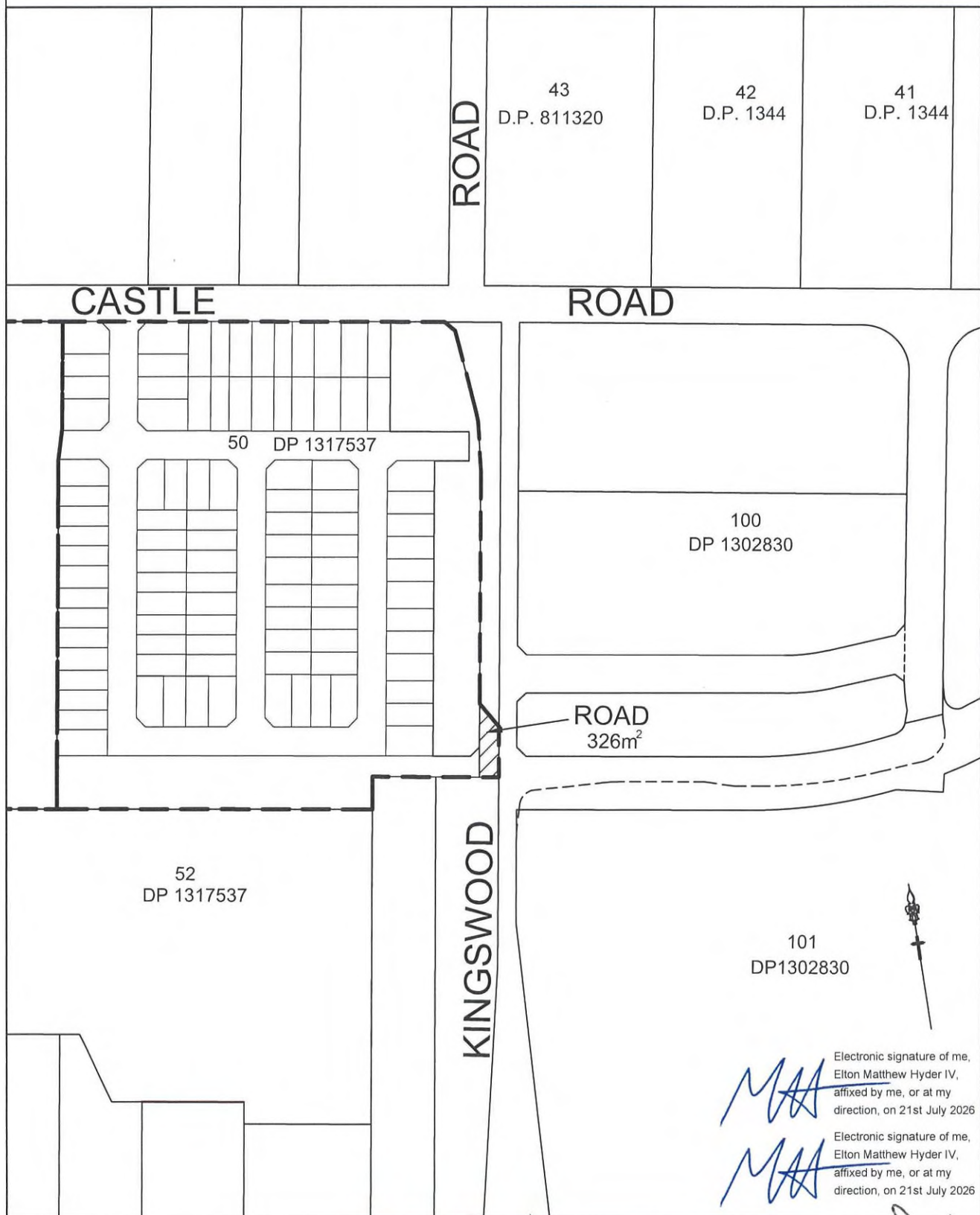
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Page 87 of 101

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STAGE 5 VPA LAND DEDICATION



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Email: admin@hoganco.com.au
P.O. Box 283 - Richmond, NSW 2753.
ABN 59 082 453 165

RHCO RICHARD HOGAN & CO.
SURVEYING & DEVELOPMENT CONSULTANTS

Scale: 1:3000
Dated: 15th April 2026
Ref: 23506_VPA 5

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Page 88 of 101

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STAGE 6 VPA LAND DEDICATION

1
DP430473

CASTLE

ROAD

22
DP2197

51 DP 1317537

50 DP 1317537

52
DP 1317537

11
DP2197

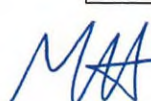

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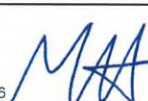

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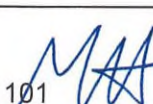
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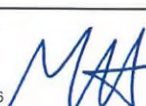
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Ref: 23506_VPA 6


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Annexure C Plan Public Access Land

[Not used]



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direction, on 21st July 2026

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Annexure D Plan showing Works



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direction, on 21st July 2026

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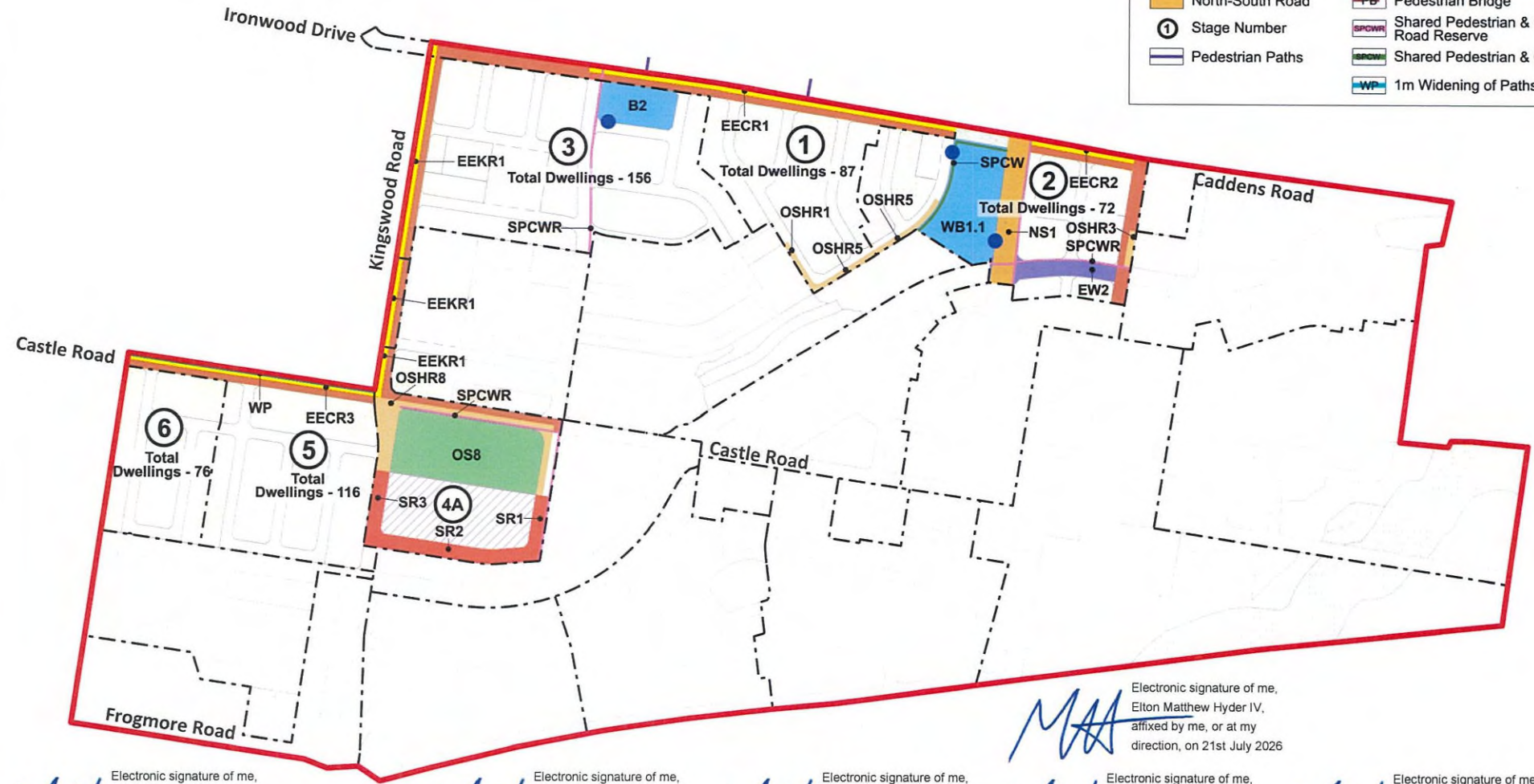
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direction, on 21st July 2026



Electronic signature of me,
Elton Matthew Hyder IV,
affixed by me, or at my
direction, on 21st July 2026

LEGEND

Precinct Boundary	Drainage
GPTs	Open Space
Signalised Intersection	Half Road Open Space (OSHR)
Roundabout	EECR, EEKR, EEFR
Stage Boundary	School Road (SR)
East-West Road	Local Half Road Upgrades
North-South Road	Pedestrian Bridge
Stage Number	Shared Pedestrian & Cycle way in Road Reserve
Pedestrian Paths	Shared Pedestrian & Cycle way
	1m Widening of Paths



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affixed by me, or at my
direction, on 21st July 2026

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Elton Matthew Hyder IV,
affixed by me, or at my
direction, on 21st July 2026

VPA by Stage Stage 1, 2, 3, 4A, 5 & 6

ORCHARD HILLS NORTH



30 0 60 120 180 240 300 metres

Ref: LEOH-19-004b-1 Date: 15/04/2026 Revision: A Scale: 1:8,500@A4

Note: All areas and dimensions subject to detailed survey

Suite 204 / 171 Camrose St
SYDNEY NSW 2000
PO Box 1778
SYDNEY NSW 2001
(02) 9290 3636
admin@designandplanning.com.au
www.designandplanning.com.au

