

CLAYTON UTZ

Deed of Amendment

The Minister for Planning and Infrastructure
ABN 38 755 709 681

Minister

Australasian Conference Association Ltd
ACN 000 003 930

and

Avondale Greens Pty Ltd
ABN 33 099 742 542

and

Avondale Greens Developments Pty Ltd
ABN 27 106 910 598

and

Johnson Property Group Pty Limited
ABN 58 102 465 814

Collectively, the Land Owners

The Clayton Utz contact for this document is
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Our reference 15266/17581/

[Signature] DIRECTOR ACA Ltd

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For AUSTRALASIAN CONFERENCE ASSOCIATION LTD

[Signature]
John Stilianovic Secretary

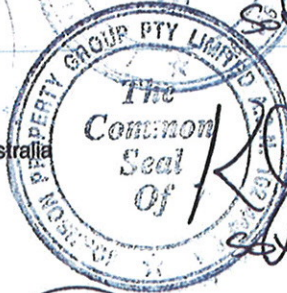
*As delegate of the
Minister for
Planning and
Infrastructure*



*Director
Avondale Greens Pty Ltd*



Director



Director

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Deed made at

on

Parties

The Minister for Planning and Infrastructure ABN 38 755 709 681 of Level 33 Governor Macquarie Tower, 1 Farrer Place, Sydney NSW 2000 ("Minister")

Australasian Conference Association Ltd ACN 000 003 930 of 148 Fox Valley Road Wahroonga NSW 2076

AND

Avondale Greens Pty Ltd ABN 33 099 742 542 of Level 3, 338 Kent Street Sydney NSW 2000

AND

Avondale Greens Developments Pty Ltd ABN 27 106 910 598 of Level 3, 338 Kent Street Sydney NSW 2000

AND

Johnson Property Group Pty Limited ABN 58 102 465 814 of Level 3, 338 Kent Street Sydney NSW 2000 ("Developer"),

(Collectively, the "Land Owners")

Background

- A. The Land Owners and the Minister have executed the Planning Agreement.
- B. The Land Owners and the Minister wish to vary that Planning Agreement in accordance with this deed.

Operative provisions

1. Definitions and Interpretation

1.1 Definitions

The meaning of capitalised terms in this deed is as follows:

"Planning Agreement" means the document entitled "Planning Agreement" between the Minister and the Land Owners dated 12 January 2010.

1.2 Interpretation

In this deed:

- (a) headings are for convenience only and do not affect interpretation;
and unless the context indicates a contrary intention:
- (b) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;
- (d) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;

- (e) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (f) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;
- (g) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
- (h) the Schedules, Exhibits and Annexures form part of this deed.

2. Variation of Planning Agreement

- (a) The Minister and the Land Owners covenant and agree that on and from the date of this deed the Planning Agreement is amended by inserting the words marked-up (by underlining) as being insertions, and deleting the words marked up (by striking through) as being deletions, in the Planning Agreement comprising Annexure A.
- (b) A clean version of the Planning Agreement (which takes into account the clause 2(a) amendments) is attached at Annexure B.

3. General

3.1 Rights and obligations are unaffected

The rights, duties, obligations and liabilities of the parties under the Planning Agreement arising from any antecedent act, omission, representation or conduct prior to the date of this deed are not affected by the execution or operation of this deed.

3.2 Counterparts

This deed may consist of a number of copies of this deed each signed by one or more parties to the deed. When taken together, the signed copies are treated as making up the one document.

3.3 Applicable law

This deed is governed by the law in force in New South Wales. All parties to this deed agree to submit to the non-exclusive jurisdiction of the courts of that place.

[Signatures and Stamps]

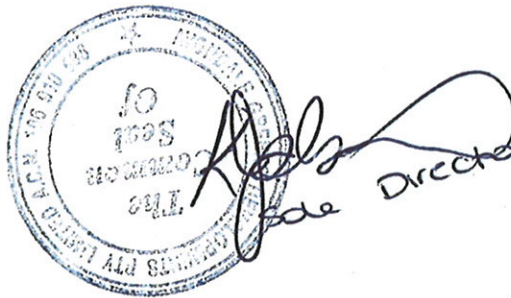
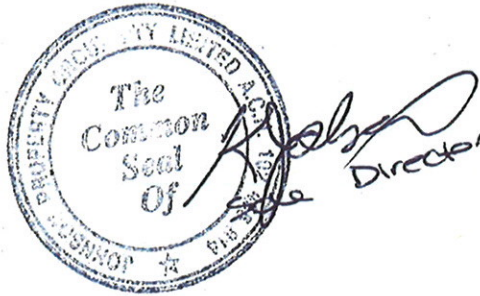
[Signature] **Director ACA Ltd**

[Signature] **For AUSTRALASIAN CONFERENCE ASSOCIATION LTD**

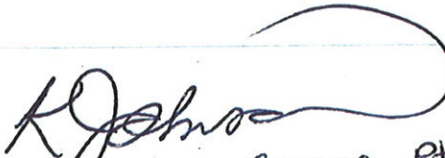
[Signature] **John Stilirovic Secretary**

[Signature] **As delegate of the minister for planning and infrastructure**


Annexure A - Planning Agreement (Marked-up)



As delegate of
Minister for Planning
and Infrastructure


Abundant Greens Pty Ltd

 DIRECTOR ACA Ltd

For AUSTRALASIAN CONFERENCE ASSOCIATION LTD

John Stillinovic Secretary

CLAYTON UTZ

Planning Agreement

The Minister for Planning and Infrastructure

ABN 38 755 709 681

Minister

Australasian Conference Association Ltd

ACN 000 003 930

and

Avondale Greens Pty Ltd

ABN 33 099 742 542

and

Avondale Greens Developments Pty Ltd

ABN 27 106 910 598

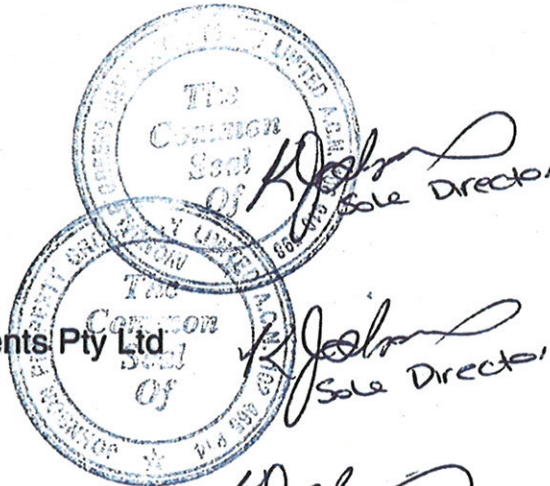
and

Johnson Property Group Pty Limited

ABN 58 102 465 814

Collectively, the Land Owners

*As delegate of the
Minister for Planning
and Infrastructure*



*Avondale Greens Pty Ltd
Sole Director*

The Clayton Utz contact for this document is
Gary Best and Nicole Vasin on +61 2 9353 4000

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www.claytonutz.com

Our reference 15266/15992/80083482

[Signature] DIRECTOR ACA Ltd

For AUSTRALASIAN CONFERENCE ASSOCIATION LTD

[Signature]
John Stulinovic Secretary

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