

12.7 Exchange of non-monetary consideration

- (a) To the extent that the consideration provided for the Supplier's taxable supply to which clause 12.5 applies is a taxable supply made by the Recipient (the **"Recipient Supply"**), the GST Amount that would otherwise be payable by the Recipient to the Supplier in accordance with clause 12.5 shall:
 - (i) if the Supplier is the Minister, be reduced by the amount of the input tax credit (if any) to which the Minister (or the representative member of any GST group of which the Minister, in any capacity, is a member) is entitled in relation to the Minister's acquisition of the Recipient Supply; and
 - (ii) in any other case, be reduced by the amount of GST payable by the Recipient on the Recipient Supply.
- (b) The Recipient must issue to the Supplier an invoice for any Recipient Supply on or before the time at which the Recipient must pay the GST Amount in accordance with clause 12.5 (or the time at which such GST Amount would have been payable in accordance with clause 12.5 but for the operation of clause 12.7(a)).

12.8 No merger

This clause will not merge on completion or termination of the deed.

13. Overdue payments

- (a) The Land Owners agree to pay the Minister interest on any amount payable by it under this deed from when it becomes due for payment, during the period that it remains unpaid, on demand or at times determined by the Minister, calculated on daily balances. The rate to be applied to each daily balance is the rate 3% per annum above the Bank Bill Rate.
- (b) Interest which is not paid when due for payment may be capitalised by the Minister at intervals which the Minister determines from time to time or, if no determination is made, then on the first day of each month. Interest is payable on capitalised interest at the rate and in the manner referred to in this clause 13.
- (c) The Land Owners' obligation to pay the outstanding amount on the date it becomes due for payment is not affected by any other provision of this deed.
- (d) If a liability under this deed becomes merged in a judgment or order, then the Land Owners agree to pay interest to the Minister on the amount of that liability as an independent obligation. This interest accrues from the date the liability becomes due for payment both before and after the judgment or order until it is paid, at a rate that is the higher of the rate payable under the judgment or order and the rate referred to in this clause 13.

14. Release and indemnity

- (a) The Land Owners agree that the obligation to provide the Development Contributions is at the risk of the Land Owners. The Land Owners release the Minister from any claim, liability or loss arising from, and Costs incurred in connection with, the Land Owners' obligation to provide the Development Contributions.

- (b) The Land Owners indemnify the Minister against all liabilities or loss arising from, and any Costs incurred in connection with the Minister enforcing the Land Owners' obligations to provide the Development Contributions in accordance with this deed and/or the Minister exercising the Minister's rights under or by virtue of this deed.
- (c) The indemnity in clause 14(b) is a continuing obligation, independent of the Land Owners' other obligations under this deed and continues after this deed ends.

15. Explanatory Note

The Explanatory Note must not be used to assist in construing the Planning Agreement.

16. Effect of Scheduled terms and conditions

The Parties agree to comply with the terms and conditions contained in the Schedules as if those rights and obligations were expressly set out in full in the operative parts of this deed.

17. General provisions

The Parties agree to the miscellaneous and general provisions set out in Schedule 12.

Executed as a deed.

Schedule 1 - Section 93F Requirements

| SUBJECT and SUB-SECTION OF THE ACT | THE PLANNING AGREEMENT |
|--|---|
| Planning instrument and/or Development Application - (Section 93F(1)) The Land Owners have: <div style="margin-left: 40px;"> <p>(a) sought a change to an environmental planning instrument.</p> <p>(b) made, or proposes to make, a Concept Plan Approval Application.</p> <p>(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.</p> </div> | <div style="margin-left: 40px;"> <p>(a) Yes</p> <p>(b) Yes</p> <p>(c) No</p> </div> |
| Description of the land to which the Planning Agreement applies - (Section 93F(3)(a)) | The whole of the Land. |
| Description of change to the environmental planning instrument to which the Planning Agreement deed applies - (Section 93F(3)(b)) | An amendment to the Major Projects SEPP. |
| The scope, timing and manner of delivery of contribution required by the Planning Agreement - (Section 93F(3)(c)) | See Schedule 3 to Schedule 5 inclusive. |
| Applicability of section 94 of the Act - (Section 93F(3)(d)) | The application of section 94 of the Act is not excluded. |
| Applicability of section 94A of the Act - (Section 93F(3)(d)) | The application of section 94A of the Act is not excluded. |
| Applicability of section 94EF of the Act - (Section 93F(3)(d)) | The application of section 94EF of the Act is not excluded. |
| Mechanism for dispute resolution - (Section 93F(3)(f)) | See clause 11 and Schedule 8. |
| Enforcement of the Planning Agreement - (Section 93F(3)(g)) | See clause 7 and Schedule 9. |
| Registration of the Planning Agreement (Section 93F(3)(g)) The Parties agree that the Planning Agreement will be registered in accordance with clause 9.2. | Yes, in respect of the Developer Controlled Land |

| SUBJECT and SUB-SECTION OF THE ACT | THE PLANNING AGREEMENT |
|--|--|
| No obligation to grant consent or exercise functions - (Section 93F(9)) | No obligation. See paragraph 9 of Schedule 12. |

Schedule 2 - Land and Developer Controlled Land

Part A - Land

The Land comprises the whole of the land described in the following table:

| Lot | Deposited Plan | Registered Proprietor |
|----------------------------|----------------|---|
| 1 | 595941 | Australasian Conference Association Ltd |
| 11 | 129156 | Australasian Conference Association Ltd |
| 12 | 129157 | Australasian Conference Association Ltd |
| 20 | 129159 | Australasian Conference Association Ltd |
| 1-13 | 7352 | Australasian Conference Association Ltd |
| 1 to 8 and 10 Section 6 | 3533 | Australasian Conference Association Ltd |
| 1 | 825266 | Australasian Conference Association Ltd |
| 34 | 736908 | Australasian Conference Association Ltd |
| 2 | 517245 | Australasian Conference Association Ltd |
| 1 | 170378 | Avondale Greens Pty Ltd |
| 1 | 182756 | Avondale Greens Pty Ltd |
| 212 | 1037011 | Avondale Greens Pty Ltd |
| 1 | 348173 | Avondale Greens Pty Ltd |
| 219 | 755218 | Avondale Greens Pty Ltd |
| 2 | 825266 | John Raymond Dabson, Inkeri Dabson, Michael David Dabson and Andra Maree Dabson |
| 1 | 329367 | Simon Bruce Dodson and Priscilla Ruth Dodson |
| 14 | 129157 | John Raymond Dabson, Inkeri Dabson, Michael David Dabson and Andra Maree Dabson |
| 1 | 301305 | Phillip John Hitchcock and Rebecca Jane Hitchcock |
| B | 306673 | Frances Isabell Bryen |
| A | 306673 | Daryl Laurence Sheedy |
| 13 | 129157 | Ian Bruce Iselin and Cheryl Ann Iselin |
| 1 | 346776 | Lewis Volkl and Debbie Ann Volkl |
| 2 | 346776 | Gloria Fay Ferguson |
| 21 | 129159 | Dennis Ronald and Marilyn Dorothy Batey |

| Lot | Deposited Plan | Registered Proprietor |
|--|----------------|---|
| 1 | 360725 | John Stephen Vosper |
| 1 | 363639 | Anthony Donald Roy |
| 22 | 129159 | Kathryn Delphine Dixon |
| 3 | 1029952 | Ian George Wheatley and Valda Lorraine Wheatley |
| 2 | 663728 | Ankica Doncevic |
| Land identified as " <i>Unformed Council Road Reserve</i> " in the diagram attached to this deed at Annexure C | | Australasian Conference Association Ltd |

Part B - Developer Controlled Land

The Developer Controlled Land comprises the whole of the land described in the following table:

| Lot | Deposited Plan | Registered Proprietor |
|--|----------------|---|
| 1 | 595941 | Australasian Conference Association Ltd |
| 11 | 129156 | Australasian Conference Association Ltd |
| 12 | 129157 | Australasian Conference Association Ltd |
| 20 | 129159 | Australasian Conference Association Ltd |
| 1-13 | 7352 | Australasian Conference Association Ltd |
| 1 to 8 and 10 Section 6 | 3353 | Australasian Conference Association Ltd |
| 1 | 825266 | Australasian Conference Association Ltd |
| 34 | 736908 | Australasian Conference Association Ltd |
| 2 | 517245 | Australasian Conference Association Ltd |
| 1 | 170378 | Avondale Greens Pty Ltd |
| 1 | 182756 | Avondale Greens Pty Ltd |
| 212 | 1037011 | Avondale Greens Pty Ltd |
| 1 | 348173 | Avondale Greens Pty Ltd |
| 219 | 755218 | Avondale Greens Pty Ltd |
| Land identified as " <i>Unformed Council Road Reserve</i> " in the diagram attached to this deed at Annexure C | | Australasian Conference Association Ltd |

Schedule 3 - Development Contributions Schedule

1. Development Contributions

The Land Owners undertake to pay, make or provide the following Development Contributions as set out and provided for in the Table below.

Table 1 of Schedule 3

| Column 1 | Column 2 |
|--|---|
| Development Contribution | Intended use |
| <p>Item 1. Environmental Contribution</p> <p>\$2,640,000 (as that amount is increased by movements in the CPI as provided for in this Schedule 3) payable by the Land Owners in accordance with Column 2 of Item 1, Table 1 in Schedule 5 or, where the Land Owners make the election referred to in paragraph 3.1(a) of Schedule 4, the transfer of the Environmental Contribution Land as contemplated by paragraph 3.3 of Schedule 4.</p> | <p>Environmental Contribution</p> |
| <p>Item 2. Road Improvement Contribution</p> <p>Road Improvement Works to be undertaken in accordance with a Road Works Agreement with the RTA (or such other legally binding agreement), the terms and conditions of which each of the RTA and the Land Owners have agreed and the Minister has approved in her absolute and unfettered discretion, as contemplated by paragraphs 4.1 and 4.2 of Schedule 4.</p> | <p>Road Improvement Contribution</p> |

Table 2 of Schedule 3

| Column 1 | Column 2 |
|---|--|
| Development Contribution | Intended use |
| Item 1. Transfer of Education Contribution Land | Land to be transferred to the Minister (or, if the Minister directs, to the Minister for Education and Training) for education purposes pursuant to paragraph 2 of Schedule 4. |

In respect of indexation by CPI the following applies:

A means the dollar (\$) amount specified in Column 1 of the Table 1 in this Schedule 3 payable prior to indexation by CPI.

CPI means the published Consumer Price Index (Sydney - All Groups), or if that index is no longer published, then any other index which, in the reasonable opinion of the Minister, is a similar index.

CPIA means the amount determined in accordance with the following formula:

$$\text{CPIA} = \frac{A \times C}{D} - A$$

where:

C = the most recent CPI prior to the date that payment is due to be made; and

D = the most recent CPI before the Gazettal Date,

where C is greater than D.

Schedule 4 - Development Contribution Procedures

1. Land Owners' undertakings

The Land Owners:

- (a) subject to any election by the Land Owners to transfer the Environmental Contribution Land to the Minister, as contemplated by paragraph 3.1(a) of Schedule 4, undertake to pay the Contribution Amount set out in Item 1 of Column 1 of Table 1 in Schedule 3 to the Minister (or as the Minister directs) as contemplated by, and in accordance with, the Development Contributions Timetable;
- (b) undertake to carry out the Road Improvement Works, and comply with all its obligations under or pursuant to a Road Works Agreement with the RTA (or such other legally binding agreement), the terms and conditions of which each of the RTA and the Land Owners have agreed and the Minister has approved in her absolute and unfettered discretion, as provided in paragraphs 4.1 and 4.2 of this Schedule 4;
- (c) undertake to transfer to the Minister (or, if the Minister directs, to the Minister for Education and Training) the Education Contribution Land and its improvements as contemplated by, and in accordance with, Item 1 of Column 1 of Table 2 in Schedule 3, paragraph 2 of this Schedule 4 and the Development Contributions Timetable;
- (d) if the Land Owners so elect pursuant to paragraph 3.1(a) of Schedule 4, undertake to transfer to the Minister (or, if the Minister directs, to the Minister for Environment and Climate Change) the Environmental Contribution Land and its improvements as contemplated by, and in accordance with, paragraph 3 of Schedule 4;
- (e) undertake to consult regularly with the Minister, respond within a reasonable period to the Minister's questions, queries and enquiries (acting reasonably) and generally keep the Minister informed regarding the progress of the Development to the extent such matters relate to the payment, or provision, of a Development Contribution.

2. Education Contribution Land

2.1 Education Contribution Land

The Minister and the Land Owners agree that the Land Owners must transfer the Education Contribution Land to the Minister (or, if the Minister directs, to the Minister for Education and Training) in accordance with the Development Contribution Timetable and paragraph 2.2 of this Schedule 4.

2.2 Transfer of the Education Contribution Land

- (a) As soon as practicable after this deed commences to operate as provided for in clause 2, the Land Owners must (at their cost) prepare and register a Plan of Subdivision to create a separate lot or lots for the Education Contribution Land.
- (b) No later than the date that the event identified in Column 2 of Table 2 of Schedule 5 occurs, the Land Owners must deliver to the Minister (or, if the Minister directs, to the Minister for Education and Training):

- A. a form of transfer in respect of the land comprising the Education Contribution Land in favour of the Minister or, if the Minister directs in writing, to the Minister for Education and Training, for a consideration of \$1, executed by the Land Owners and in registrable form except for acceptance by the transferee and marking by the Office of State Revenue; and
- B. the certificate or certificates of title for the Education Contribution Land,

and must take any other necessary action (other than paying stamp duty associated with the transfer) to give effect to the transfer of the title of the Education Contribution Land to the Minister (or, where appropriate, the Minister for Education and Training) free of all encumbrances and affectations (including any charge or liability for rates, taxes and charges).

2.3 Servicing of Education Contribution Land

- (a) Prior to the date of issue of a Subdivision Certificate which relates to the 700th Allotment in respect of the Land, the Land Owners must ensure that the Education Contribution Land is serviced (to the reasonable satisfaction of the Minister (or, where appropriate, the Minister for Education and Training), in respect of water, sewer, power, telephone and kerb, gutter, footpath and sealed road to the frontage of the Education Contribution Land, to a standard appropriate for a primary school.
- (b) Once the Land Owners are of the opinion that the Education Contribution Land is serviced pursuant to paragraph 2.3(a) of this Schedule, the Land Owners must notify the Minister in writing that the Education Contribution Land is serviced to a standard appropriate for a primary school.
- (c) Within 10 Business Days of receipt by the Minister of the notice referred to in paragraph 2.3(b) of this Schedule, the Minister agrees to (or agrees to procure DET to) issue a notice in writing to the Land Owners confirming whether or not the Minister or DET is reasonably satisfied that the Education Contribution Land has been adequately serviced by the Land Owners to a standard appropriate for a primary school.
- (d) If the Land Owners:
 - (i) believe the Minister (or DET, as the case may be) has acted unreasonably in breach of this paragraph 2.3; or
 - (ii) disputes the opinion of the Minister (or DET, as the case may be) set out in the notice referred to in paragraph 2.3(c) of this Schedule,

the Land Owners must give a notice to that effect to the Minister within 5 Business Days of the notice given under and by virtue of paragraph 2.3(c) of this Schedule, and the provisions of Schedule 8 will apply to that dispute.
- (e) If the Minister (or DET, as the case may be) is not reasonably satisfied that the Education Contribution Land has been adequately serviced by the Land Owners to a standard appropriate for a primary school, the Minister agrees to (or agrees to procure DET to) promptly notify the Land Owners of the reasons for its opinion.
- (f) Upon receipt by the Land Owners of any notice referred to in paragraph 2.3(e) of this Schedule, the Land Owners must either:

- (i) as soon as practicable, service the Education Contribution Land in respect of water, sewer, power, telephone and kerb, gutter, footpath and sealed road to the frontage of the Education Contribution Land, to a standard appropriate for a primary school; or
 - (ii) promptly advise the Minister in writing that they dispute the reasons set out in the notice referred to in paragraph 2.3(e) of this Schedule, in which case the matter must be resolved in accordance with Schedule 8.
- (g) If, following referral of the matter to dispute resolution, it is determined that:
- (i) the Minister (or DET, as the case may be) was entitled to be of the opinion that the Education Contribution Land has not been adequately serviced by the Land Owners to a standard appropriate for a primary school, then paragraph 2.3(f)(i) of this Schedule will apply; or
 - (ii) the Minister (or DET, as the case may be) was not entitled to be of the opinion that the Education Contribution Land has not been adequately serviced by the Land Owners to a standard appropriate for a primary school, then the Minister must (or must procure DET to) reconsider whether the Education Contribution Land has been adequately serviced by the Land Owners (to the reasonable satisfaction of the Minister (or, where appropriate, the Minister for Education and Training) to a standard appropriate for a primary school in accordance with the terms of this deed.

2.4 Compulsory Acquisition

- (a) If the Land Owners do not transfer the Education Contribution Land as required by this deed, the Land Owners consent to the Minister (or the Minister for Education and Training) compulsorily acquiring the whole or any part of the Education Contribution Land in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW), for the amount of \$1.00.
- (b) The Land Owners and the Minister agree that:
 - (i) this paragraph 2.4 is an agreement between them for the purposes of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW); and
 - (ii) in this paragraph 2.4 they have agreed on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition.
- (c) Except as otherwise agreed between the Land Owners and DET, the Land Owners must ensure that the Education Contribution Land is free of all encumbrances and affectations (including any charge or liability for rates, taxes and charges), on the date that the Land Owners are liable to transfer the Education Contribution Land to the Minister (or, if the Minister directs, to the Minister for Education and Training) in accordance with paragraph 2.2 of this Schedule 4.
- (d) The Land Owners indemnify and keep indemnified the Minister and the Minister for Education and Training against all Claims made against the Minister or the Minister for Education and Training as a result of any acquisition by the Minister or the Minister for Education and Training of the whole or any part of the Education Contributions Land under paragraph 2.4.

- (e) The Land Owners must pay the Minister, promptly on demand, an amount equivalent to all Costs incurred by the Minister or the Minister for Education and Training acquiring the whole or any part of the Education Contribution Land as contemplated by this paragraph 2.4.

3. Environmental Contribution Land

3.1 Environmental Contribution and Environmental Contribution Land

- (a) Subject to paragraph 3.3(a) of this Schedule, at any time prior to the date of issue of a Subdivision Certificate which relates to the 101st Allotment in respect of the Land, the Land Owners must notify the Minister in writing whether they will:
- (i) pay the Environmental Contribution in the manner set out in Item 1 of Table 1 of Schedule 5; or
 - (ii) transfer the Environmental Contribution Land to the Minister (or, if the Minister directs, to the Minister for Environment and Climate Change) as contemplated by paragraph 3.3 of this Schedule 4.
- (b) If the Landowners have:
- (i) paid to the Minister that part of the Environmental Contribution set out in paragraph (a) of Item 1 in Column 2 of Table 1 in Schedule 5; and
 - (ii) elected to transfer the Environmental Contribution Land to the Minister (or, if the Minister directs, to the Minister for Environment and Climate Change) pursuant to paragraph 3.1(a),
- that amount paid by the Land Owners as part of the Environmental Contribution, which is held by the Minister, will be refunded to the Land Owners within 30 days of completion of the transfer of the Environmental Contribution Land.
- (c) If no notification is given by the Land Owners prior to the date referred to in paragraph 3.1(a) of this Schedule, the Land Owners will be deemed to have elected to pay the Environmental Contribution set out in Item 1 of Table 1 of Schedule 5, rather than transferring the Environmental Contribution Land to the Minister as contemplated by paragraph 3.3 of this Schedule.

3.2 Location of the Environmental Contribution Land

- (a) Prior to the Land Owners notifying the Minister that they will transfer the Environmental Contribution Land to the Minister (or, if the Minister directs, to the Minister for Environment and Climate Change) pursuant to paragraph 3.1(a)(ii) of this Schedule:
- (i) the Land Owners must nominate to the Minister the land they propose to comprise the Environmental Contribution Land; and
 - (ii) the Minister must notify the Land Owners, in writing, whether or not she agrees that the land so nominated by the Land Owners to comprise the proposed Environmental Contribution Land is accepted as the land to comprise the Environmental Contribution Land.
- (b) The Land Owners agree that they must not give any notification to the Minister as provided for in paragraph 3.1(a)(ii) unless and until the Minister has agreed with the

Land Owners the area and location of the land to comprise the Environmental Contribution Land.

- (c) The Land Owners acknowledge that the Minister may make its approval of the area and location of the land to comprise the Environmental Contribution Land conditional on certain conditions.
- (d) Where:
 - (i) the Minister makes its approval of the area and location of the land to comprise the Environmental Contribution Land conditional on certain conditions; and
 - (ii) the Land Owners notify the Minister that they will transfer the Environmental Contribution Land to the Minister (or, if the Minister directs, to the Minister for Environment and Climate Change) pursuant to paragraph 3.1(a)(ii) of this Schedule,then the Land Owners are taken to have agreed to the conditions of the Minister's approval of the area and location of the land to comprise the Environmental Contribution Land.
- (e) The Land Owners agree to provide the Minister and its contractors and agents access to the land they propose to comprise the Environmental Contribution Land after the date of this deed for the purpose of determining whether or not the location of that part of the Developer Controlled Land is suitable to dedicate to the Minister (or, if the Minister directs, to the Minister for Environment and Climate Change).

3.3 Transfer of the Environmental Contribution Land

- (a) As soon as reasonably possible after the Minister has approved the location for the Environmental Contribution Land, the Land Owners must (at their cost and risk) prepare and register a Plan of Subdivision to create a separate lot or lots for the Environmental Contribution Land.
- (b) If the Land Owners elect to transfer the Environmental Contribution Land to the Minister (or, if the Minister directs, to the Minister for Environment and Climate Change) pursuant to paragraph 3.1(a)(ii) of this Schedule, no later than the date of issue of a Subdivision Certificate which relates to the 101st Allotment in respect of the Land, the Land Owners and the Minister must:
 - (i) agree the terms upon which the Environmental Contribution Land will be transferred to the Minister (or, if the Minister directs, to the Minister for Environment and Climate Change); and
 - (ii) agree the terms of, and enter into, the contract in respect of the transfer of the Environmental Contribution Land to the Minister (or, if the Minister directs, to the Minister for Environment and Climate Change).

4. Road Contributions

4.1 Dora Creek Road Improvement Works

- (a) The Land Owners must:
 - (i) enter into a Road Works Agreement with the RTA, or such other legally binding agreement, the terms and conditions of which:

A. each of the RTA and the Land Owners have agreed; and

B. the Minister has approved in her absolute and unfettered discretion,

in respect of the carrying out and completion of the Dora Creek Road Improvement Works; and

(ii) achieve Practical Completion of the Dora Creek Road Improvement Works,

by the date of issue of a Subdivision Certificate which relates to the 300th Allotment in respect of the Land. The Land Owners must notify the Minister promptly following entry into an agreement as contemplated by paragraph 4.1(a)(i) of this Schedule, and provide the Minister with a copy of that agreement.

(b) The Land Owners must comply with the terms and conditions of that agreement, including any requirements to provide security and achieve Practical Completion of the Dora Creek Road Improvement Works.

(c) If the Land Owners have not achieved Practical Completion of the Dora Creek Road Improvement Works by the date specified in paragraph 4.1(a) of this Schedule, the Land Owners are deemed to be in default of this deed, without the need for the Minister to issue a notice of default on each of the Land Owners.

4.2 Morisset Road Improvement Works

(a) The Land Owners must:

(i) enter into a Road Works Agreement with the RTA, or such other legally binding agreement, the terms and conditions of which:

A. each of the RTA and the Land Owners have agreed; and

B. the Minister has approved in her absolute and unfettered discretion,

in respect of the carrying out and completion of the Morisset Road Improvement Works; and

(ii) achieve Practical Completion of the Morisset Road Improvement Works,

by the date of issue of a Subdivision Certificate which relates to the 1,000th Allotment in respect of the Land.

(b) The Land Owners must notify the Minister promptly following entry into an agreement as contemplated by paragraph 4.2(a)(i) of this Schedule, and provide the Minister with a copy of that agreement.

(c) The Land Owners must comply with the terms and conditions of that agreement, including any requirements to provide security and achieve Practical Completion of the Morisset Road Improvement Works.

(d) If the Land Owners have not achieved Practical Completion of the Morisset Road Improvement Works by the date specified in paragraph 4.2(a) of this Schedule, the Land Owners are deemed to be in default of this deed, without the need for the Minister to issue a notice of default on each of the Land Owners.

Schedule 5 - Development Contributions Timetable

Table 1 - Contribution Amount

| Column 1 | Column 2 |
|---|---|
| Development Contribution | Date for payment of Contribution Amount |
| Item 1: Item 1 of Table 1 in Schedule 3 | <p>(a) \$105,600 (as that amount is increased by movements in the CPI pursuant to Schedule 3) prior to the date of issue of a Subdivision Certificate which relates to the 1st Allotment in respect of the Land; and</p> <p>(b) if the Land Owners elect not to transfer the Environmental Contribution Land pursuant to paragraph 3 of Schedule 4, \$2,534,400 (as that amount is increased by movements in the CPI pursuant to Schedule 3) prior to the date of issue of a Subdivision Certificate which relates to the 101st Allotment in respect of the Land.</p> |
| Item 2: Item 2 of Table 1 in Schedule 3 | The Road Improvement Works will be undertaken by the Land Owners pursuant to paragraphs 4.1 and 4.2 of Schedule 4. |

Table 2 - Education Contribution Land

| Column 1 | Column 2 |
|---|--|
| Development Contribution | Date for transfer or dedication of the Education Contribution Land |
| Item 1: Item 1 of Table 2 in Schedule 3 | Prior to the date of issue of a Subdivision Certificate which relates to the 300th Allotment in respect of the Land. |

Schedule 6 - Release and Discharge Terms

1.1 Release and Discharge Terms

- (a) Once the Land Owners have:
 - (i) paid the Contribution Amount;
 - (ii) achieved Practical Completion of the Dora Creek Road Improvement Works pursuant to a Road Works Agreement (or such other legally binding agreement) entered into by the Land Owners in respect of the Dora Creek Road Improvement Works;
 - (iii) achieved Practical Completion of the Morisset Road Improvement Works pursuant to a Road Works Agreement (or such other legally binding agreement) entered into by the Land Owners in respect of the Morisset Road Improvement Works;
 - (iv) transferred the Education Contribution Land; and
 - (v) transferred the Environmental Contribution Land (if the Land Owners so elect pursuant to paragraph 3.1(a) of Schedule 4),

all as required by this deed, and any default by the Land Owners under the Planning Agreement has been remedied by the Land Owners or waived by the Minister, the Minister must promptly, at the request and cost of the Land Owners:

 - A. provide a release and discharge of the Planning Agreement to the extent that the Planning Agreement affects the Developer Controlled Land owned by the Land Owner; and
 - B. do all things necessary to enable the extinguishment of the Planning Agreement from title of that Developer Controlled Land.
- (b) From time to time, the Land Owners may request the Minister to provide a release and discharge of the Planning Agreement to the extent the Planning Agreement affects an Allotment where the Land Owners have fully satisfied its obligations under this deed (including paying the Contribution Amount due and payable) in respect of that Allotment, and where the Land Owners are not otherwise in default of any of their obligations under this deed, at the time of the Land Owners' request.
- (c) The Minister is required to provide a release and discharge of the Planning Agreement in respect of any Allotment (or procure the removal of registration of the Planning Agreement from title of that Allotment) if the Minister is satisfied that the Land Owners are not otherwise in default of their obligations under this deed at the time of the Land Owners' request.

1.2 Release and Discharge of Avondale School Site

The Land Owners and the Minister each acknowledge and agree that:

- (a) the Avondale School Site is not intended to form part of the Developer Controlled Land;
- (b) the Land Owners must (at their cost and risk) prepare and register a Plan of Subdivision to create a separate lot for the Avondale School Site;

- (c) following the creation of that separate lot for the Avondale School Site, the Minister must promptly, at the request and cost of the Land Owners:
- (i) provide a release and discharge of the Planning Agreement to the extent that the Planning Agreement affects the Avondale School Site; and
 - (ii) do all things necessary to enable the extinguishment of the Planning Agreement from title of the Avondale School Site.

Schedule 7 - Review or Replacement Procedures

- (a) The Parties may agree to review this deed.
- (b) Any review or modification will be conducted in the circumstances and in the manner determined by the Parties.
- (c) For clarity:
 - (i) no such review or replacement shall have any force or effect unless and until formal legal documents are signed by the Parties; and
 - (ii) any modification must be made pursuant to paragraph 12 of Schedule 12.