

Minister for Planning and Infrastructure

ABN 38 755 709 681

and

Hanson Construction Materials Pty Ltd

ACN 009 679 734

Planning Agreement

Environmental Planning and Assessment Act 1979

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THIS deed is dated

2013

PARTIES:

MINISTER FOR PLANNING AND INFRASTRUCTURE (ABN 38 755 709 681) of Level 33, Governor Macquarie Tower, 1 Farrer Place, Sydney, New South Wales, 2000 (**Minister**)

HANSON CONSTRUCTION MATERIALS PTY LTD (ACN 009 679 734) of Level 10 35 Clarence Street, Sydney NSW 2000 (**Developer**)

INTRODUCTION:

- A** The Developer owns the Land.
- B** The Developer proposes to carry out the Development on the Land.
- C** SEPP WSEA applies to the Land and provides in clause 29 that consent may not be granted to certain development of the Land unless the Director-General has certified in writing to the consent authority that satisfactory arrangements have been made to contribute to the provision of regional transport infrastructure and services (including the Erskine Park Link Road Network).
- D** On 3 June 2010 Concept Plan Approval 06_0225 Concept and Project Approval 06_0225 Project were approved by the Minister on the Land. Project Approval 06_0225 Project included conditions 13 and 14 that required the Developer to enter into a planning agreement by 3 June 2011 with the Minister in the terms offered and set out in Appendix 3 of Project Approval 06_0225 Project.
- E** The Developer has made an application to modify Project Approval 06_0225 Project. If the Modification Application is approved, the amount of the monetary contribution that is required to be provided by the Developer would increase from that required by Project Approval 06_0225 as initially approved. The increased amount is as stated in Schedule 4 of this deed.
- F** The Developer has offered to enter into this Deed to make a monetary contribution towards the provision of regional transport infrastructure as required under clause 29 of SEPP WSEA and in the terms required by Project Approval 06_0225 Project (as modified).

- G** The Development Contribution under this deed is a monetary contribution which will be paid to the Department of Planning progressively in thirteen stages:
- for Stages 1-6, prior to the issue of the first Occupation Certificate for any building/s on any part of the Land in the respective stage; and
 - for Stages 7-13, prior to the issue of the first Occupation Certificate for any building/s on any part of the Land in the respective stage or prior to the commencement of operations on or any use of any part of the Land in the respective stage, whichever is the earlier date.
- H** The obligation to pay the contribution will be secured by Bank Guarantees.
- I** This Deed will be registered on the title to the Land and may be progressively removed from the title in stages as and when the staged Contribution Amount is provided by the Developer.
- J** From the date the Planning Agreement commences to operate (pursuant to clause 2.1), this Deed constitutes an agreement between the Developer and the Minister that the Developer will make the Development Contribution on the terms and conditions of this Deed.

IT IS AGREED:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this **deed**, unless the context clearly indicates otherwise:

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

Address for Service means the address of each party appearing in Schedule 2 or any new address notified by any party to all other parties as its new Address for Service.

Authority means any Federal, State or local government or semi-governmental, statutory, judicial or public person, instrumentality or department.

Bank Guarantee means an irrevocable and unconditional undertaking:

- (a) by an Australian bank which is an eligible financial institution for the purposes of Treasury Circular NSW TC08/01 dated 21 February 2008 as amended, supplemented or substituted from time to time; and
- (b) on terms acceptable to the Minister, in the Minister's absolute discretion,

to pay the face value of that undertaking (being such amount as is required under this deed) on demand.

Base CPI means the CPI number for the quarter ending 31 March 2013.

Business Day means any day that is not a Saturday, Sunday, gazetted public holiday or bank holiday in Sydney, and concludes at 5 pm on that day.

Contribution Amount means the amount of the monetary contribution to be paid by the Developer as described in Schedule 4.

Consent Authority has the same meaning as in the Act.

CPI means the Sydney Consumer Price Index (All Groups) published by the Commonwealth Statistician, or if that index no longer exists, any similar index which the Minister determines in its sole discretion.

CPI Adjustment Date means the first anniversary of the date of this deed and each anniversary of the date of this deed thereafter.

Current CPI means the CPI number for the quarter ending immediately before the anniversary of the date of this deed in the relevant adjustment year.

Development means the continued use of the existing asphalt and concrete production and recycling facilities for asphalt and concrete production, ancillary infrastructure; bulk earthworks across the Land, construction of a precinct plan road on the Land; and subdivision of the Land in accordance with project approval 06_0225 Project (as modified) and concept approval CP06_0225 (as modified).

Development Consent has the same meaning as in the Act.

Development Contribution means the contributions to be provided by the Developer in accordance with Schedule 4.

Director-General means the Director-General of the Department of Planning and Infrastructure from time to time.

Explanatory Note means the note exhibited with a copy of this deed when this deed is made available for inspection by the public pursuant to the Act, as required by the Regulation.

General Register of Deeds means the land register maintained under the *Conveyancing Act 1919 (NSW)* and so titled.

GST means any form of goods and services tax payable under the GST Legislation.

GST Legislation means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Land means the land described in Schedule 3 of this deed.

Minister means the Minister for Planning and Infrastructure and includes the Minister's nominee.

Modification Application means the application lodged with the Minister on 28 November 2011 to modify the Concept Plan Approval 06_0225 Concept and Project Approval 06_0225 Project.

Planning Application means:

- (a) a development application; or
- (b) any other application required under the Act,

which seeks approval for the construction of any works or a building on the Land or subdivision of the Land.

Real Property Act means the *Real Property Act 1900* (NSW).

Register means the Torrens title register maintained under the Real Property Act.

Regulation means the *Environmental Planning and Assessment Regulation 2000* (NSW).

Satisfactory Arrangements Certificate means a certificate issued by the Director-General that satisfactory arrangements have been made to contribute to the provision of designated State public infrastructure in accordance with clause 29 of the SEPP WSEA.

SEPP WSEA means *State Environmental Planning Policy (Western Sydney Employment Area) 2009*.

Special Infrastructure Contribution means a contribution determined in accordance with section 94EE of the Act with respect to the Land.

Subdivision Certificate has the same meaning as in the Act.

Tax means a tax, duty (including stamp duty and any other transaction duty), levy, impost, charge, fee (including a registration fee) together with all interest, penalties, fines and costs concerning them.

1.2 Interpretation

In this deed unless the context clearly indicates otherwise:

- (a) a reference to **this deed** or another document means this deed or that other document and any document which varies, supplements, replaces, assigns or novates this deed or that other document;
- (b) a reference to **legislation** or a **legislative provision** includes any statutory modification, or substitution of that legislation or legislative provision and

any subordinate legislation issued under that legislation or legislative provision;

- (c) a reference to a **body** or **authority** which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;
- (d) a reference to the **introduction**, a **clause**, **schedule** or **annexure** is a reference to the introduction, a clause, a schedule or an annexure to or of this deed;
- (e) **clause headings**, the **introduction** and the **table of contents** are inserted for convenience only and do not form part of this deed;
- (f) the **schedules** form part of this deed;
- (g) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (h) a reference to a **natural person** includes their personal representatives, successors and permitted assigns;
- (i) a reference to a **corporation** includes its successors and permitted assigns;
- (j) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this deed;
- (k) an **obligation** or **warranty** on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- (l) 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;
- (m) **including** and **includes** are not words of limitation;
- (n) a word that is derived from a defined word has a corresponding meaning;
- (o) **monetary amounts** are expressed in Australian dollars;
- (p) the singular includes the plural and vice-versa;
- (q) words importing one gender include all other genders;
- (r) a reference to a thing includes each part of that thing; and

- (s) 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.

2 OPERATION AND APPLICATION OF THIS DEED

2.1 Operation

This deed will operate from the later of when:

- (i) this deed is signed by all the parties; and
- (ii) any approval by the Minister of the Modification Application is granted.

2.2 Planning agreement under the Act

This deed constitutes a planning agreement within the meaning of section 93F of the Act.

2.3 Application

This deed applies to:

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

3 Application of sections 94, 94A and 94EF of the Act

The application of sections 94, 94A and 94EF of the Act are excluded to the extent stated in Schedule 1.

4 DEVELOPMENT CONTRIBUTION

4.1 Developer to provide Development Contribution

The Developer will provide or procure the provision of, to the Minister or the Minister's nominee, the Development Contribution in accordance with the provisions of Schedule 4 to this deed.

4.2 Determination of Special Infrastructure Contribution

- (a) This clause will apply where:
 - (i) the Minister determines a Special Infrastructure Contribution; and
 - (ii) upon the date of determination of the Special Infrastructure Contribution, the Developer has not provided the Development Contribution in full.

- (b) If the determination of a Special Infrastructure Contribution specifies a rate or method of calculation for a Contribution Amount that if applied to this deed would result in a Contribution Amount that is less than the amount that would have been payable under this deed having regard to the rate and method of calculation of a Contribution Amount, then:
 - (i) the Special Infrastructure Contribution amount will be deemed to be the Contribution Amount for the purpose of this deed;
 - (ii) the Minister will not be required to refund any part of the Development Contribution paid by the Developer under this deed to the extent that such amounts exceed the Special Infrastructure Contribution; and
 - (iii) the Developer will be entitled to a credit to be offset against the balance of any unpaid Contribution Amounts payable under this deed as at the date of the determination for an amount equal to the difference between:
 - (A) all paid Contribution Amounts as at the date of the determination of the Special Infrastructure Contribution; and
 - (B) the Special Infrastructure Contribution.

4.3 Acknowledgement

The Developer acknowledges and agrees that the Minister:

- (a) has no obligation to use or expend the Development Contribution for a particular purpose and has no obligation to repay the Development Contribution; and
- (b) in circumstances where the Development Contribution is transferred to any Authority, has not made any representation or warranty that the Development Contribution will or must be used for a particular purpose by that Authority.

5 INTEREST

5.1 Interest for late payment

If the Developer fails to pay a Contribution Amount due to the Minister on the due date for payment, the Developer must also pay to the Minister interest at a rate of the loan reference rate charged by the Commonwealth Bank of Australia from time to time from the day on which it became due and payable up to but not including the day on which payment is made to the Minister.

6 ENFORCEMENT

6.1 Developer to provide security

The Developer has agreed to provide security to the Minister for the performance of the Developer's obligations under this deed by providing the Bank Guarantee to the Minister in accordance with the terms and procedures set out in Schedule 5.

7 REGISTRATION

7.1 Registration of deed

Within 10 Business Days of receiving a copy of this deed executed by the Minister, the Developer at its own expense will take all practical steps and otherwise do anything to procure:

- (a) the consent of each person who:
 - (i) has an estate or interest in the Land registered under the Real Property Act; or
 - (ii) is seized or possessed or an estate or interest in the Land; and
- (b) the execution of any documents; and
- (c) the production of the relevant certificates of title; and
- (d) the lodgement and registration of this deed, by the Registrar-General in the relevant folio of the Register, or in the General Register of Deeds if this deed relates to land not under the Real Property Act.

7.2 Evidence of registration

The Developer will provide the Minister with a copy of the relevant folio of the Register and a copy of the registered dealing within 10 Business Days of registration of this deed.

7.3 Release and discharge of deed

The Minister agrees to do all things reasonably required by the Developer to release and discharge this deed with respect to the Land in:

- (a) Stage 1 - upon the Developer satisfying all of its obligations under this deed in respect of the Land in Stage 1; and
- (b) Stage 2 - upon the Developer satisfying all of its obligations under this deed in respect of the Land in Stage 2; and
- (c) Stage 3 - upon the Developer satisfying all of its obligations under this deed in respect of the Land in Stage 3; and

- (d) Stage 4 - upon the Developer satisfying all of its obligations under this deed in respect of the Land in Stage 4; and
- (e) Stage 5 - upon the Developer satisfying all of its obligations under this deed in respect of the Land in Stage 5; and
- (f) Stage 6 - upon the Developer satisfying all of its obligations under this deed in respect of the Land in Stage 6; and
- (g) Stage 7 - upon the Developer satisfying all of its obligations under this deed in respect of the Land in Stage 7; and
- (h) Stage 8 - upon the Developer satisfying all of its obligations under this deed in respect of the Land Stage 8; and
- (i) Stage 9 - upon the Developer satisfying all of its obligations under this deed in respect of the Land in Stage 9; and
- (j) Stage 10 - upon the Developer satisfying all of its obligations under this deed in respect of the Land in Stage 10, and
- (k) Stage 11 - upon the Developer satisfying all of its obligations under this deed in respect of the Land in Stage 11; and
- (l) Stage 12 - upon the Developer satisfying all of its obligations under this deed in respect of the Land in Stage 12; and
- (m) Stage 13 - upon the Developer satisfying all of its obligations under this deed in respect of the Land in Stage 13.

Stages 1 to 13 are those parts of the Land labelled as 'Stage 1' to 'Stage 13' respectively on the copy of the plan of Lot 5 in DP 1145808 that is attached to this deed at **Attachment A**.

7.4 Developer's interest in Land

The Developer represents and warrants that:

- (a) it is the owner of the Land;

and
- (b) it will use its best endeavours to obtain all consents and approvals and to compel any person referred to in or contemplated by clause 7.1(a) to assist, cooperate and to otherwise do all things necessary for the Developer to comply with its obligations under this clause 7.

8 DISPUTE RESOLUTION

8.1 Not commence

A party must not commence any court proceedings relating to a dispute unless it complies with this clause 8.

8.2 Written notice of dispute

A party claiming that a dispute has arisen under or in relation to this deed must give written notice to the other party specifying the nature of the dispute.

8.3 Attempt to resolve

On receipt of notice under clause 8.2, the parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or other techniques agreed by them.

8.4 Mediation

If the parties do not agree within 21 Business Days of receipt of notice under clause 8.2 (or any further period agreed in writing by them) as to:

- (a) the dispute resolution technique and procedures to be adopted;
- (b) the timetable for all steps in those procedures; or
- (c) the selection and compensation of the independent person required for such technique,

the parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of NSW. The parties must request the president of the Law Society of NSW or the president's nominee to select the mediator and determine the mediator's remuneration.

8.5 Court proceedings

If the dispute is not resolved within 60 Business Days after notice is given under clause 8.2 then any party which has complied with the provisions of this clause 8 may in writing terminate any dispute resolution process undertaken under this clause and may then commence court proceedings in relation to the dispute.

8.6 Not use information

The parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement under this clause 8 is to attempt to settle the dispute. No party may use any information or documents obtained through any dispute resolution process undertaken under this clause 8 for any purpose other than in an attempt to settle the dispute.

8.7 No prejudice

This clause 8 does not prejudice the right of a party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this deed.

9 GST

9.1 Definitions

Words used in this clause that are defined in the GST Legislation have the meaning given in that legislation.

9.2 Intention of the parties

The parties intend that:

- (a) Divisions 81 and 82 of the GST Legislation apply to the supplies made under and in respect of this deed; and
- (b) no additional amounts will be payable on account of GST and no tax invoices will be exchanged between the parties.

9.3 Reimbursement

Any payment or reimbursement required to be made under this deed that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which any entity is entitled for the acquisition to which the cost, expense or amount relates.

9.4 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this deed are GST Exclusive. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purposes of this clause 9.

9.5 Additional Amounts for GST

To the extent an amount of GST is payable on a supply made by a party under or in connection with this deed (the **GST Amount**), the Recipient will pay to the Supplier the GST Amount. However, where a GST Amount is payable by the Minister as Recipient of the supply, the Developer will ensure that:

- (a) the Developer makes payment of the GST Amount on behalf of the Minister, including any gross up that may be required; and
- (b) the Developer provides a tax Invoice to the Minister.

9.6 Non monetary consideration

Clause 9.5 applies to non-monetary consideration.

9.7 Assumptions

The Developer acknowledges and agrees that in calculating any amounts payable under clause 9.5 the Developer will assume the Minister is not entitled to any input tax credit.

9.8 No merger

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

10 ASSIGNMENT

10.1 Consent

This deed is personal to each party and no party may assign the rights or benefits of this deed to any person except:

- (a) to a related body corporate, after obtaining the consent of the other parties, which the other parties must not withhold if it is reasonably satisfied that the related body corporate has sufficient assets, resources and expertise to perform all of the assigning party's obligations under this deed; or
- (b) to any other person, with the prior consent of the other parties, which the other parties may not unreasonably withhold.

11 CAPACITY

11.1 General warranties

Each party warrants to each other party that:

- (a) this deed creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (b) unless otherwise stated, it has not entered into this deed in the capacity of trustee of any trust.

11.2 Power of attorney

If an attorney executes this deed on behalf of any party, the attorney declares that it has no notice of the revocation of that power of attorney.

12 REPORTING REQUIREMENT

- (a) On each anniversary of the date of this deed or as otherwise agreed with the Director-General, the Developer must deliver to the Director-General a

report which must include those matters set out in clauses (b) and (c), as applicable.

- (b) If the Developer has not provided a Contribution Amount in the 12 month period immediately preceding the relevant anniversary of this deed, the Report must include:
 - (i) a description of the status of the Development;
 - (ii) a forecast in relation to the anticipated progression and completion of the Development; and
 - (iii) an estimated date for when the Developer expects to lodge the first Planning Application.
- (c) If the Developer has provided one or more Contribution Amounts under this deed, the report must include:
 - (i) details of all Development Consents granted in relation to the Development;
 - (ii) a schedule that details all Contribution Amounts provided under this deed as at the date of the report; and
 - (iii) an estimated date for when the Developer expects to lodge the next Planning Application.
- (d) Upon the Director-General's request, the Developer must deliver to the Director-General all documents and other information which, in the reasonable opinion of the Director-General are necessary for the Director-General to assess the status of the Development.

13 GENERAL PROVISIONS

13.1 Entire deed

This deed constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

13.2 Variation

This deed must not be varied except by a later written document executed by all parties.

13.3 Waiver

A right 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 does not constitute a

waiver of that right, nor will 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.

13.4 Further assurances

Each party must promptly execute all documents and do every thing necessary or desirable to give full effect to the arrangements contained in this deed.

13.5 Time for doing acts

(a) If:

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

13.6 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.

13.7 Severance

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this deed without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

13.8 Preservation of existing rights

The expiration or termination of this deed does not affect any right that has accrued to a party before the expiration or termination date.

13.9 No merger

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this deed for any reason, will not merge on the occurrence of that event but will remain in full force and effect.

13.10 Counterparts

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

13.11 Relationship of parties

Unless otherwise stated:

- (a) nothing in this deed creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

13.12 Good faith

Each party must act in good faith towards all other parties and use its best endeavours to comply with the spirit and intention of this deed.

13.13 No fetter

Nothing in this deed shall be construed as requiring either the Ministers to do anything that would cause the Minister to breach any of the Minister's obligations at law and without limitation, nothing in this deed shall be construed as limiting or fettering in any way the discretion of the Ministers in exercising any of the Minister's statutory functions, powers, authorities or duties.

13.14 Explanatory note

The Explanatory Note must not be used to assist in construing this deed.

13.15 Expenses and stamp duty

- (a) The Developer must pay its own and the Minister's reasonable legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this deed. The Developer must pay for all costs and expenses associated with the giving of public notice of this deed and the Explanatory Note in accordance with the Regulation.
- (b) The Developer must pay all Taxes assessed on or in respect of this deed and any instrument or transaction required or contemplated by or necessary to give effect to this deed (including stamp duty and registration fees, if applicable).
- (c) The Developer must provide the Minister with bank cheques in respect of the Minister's costs pursuant to clauses 13.15(a) and (a).

- (i) where the Minister has provided the Developer with written notice of the sum of such costs prior to execution, on the date of execution of this deed; or
- (ii) where the Minister has not provided the Developer with prior written notice of the sum of such costs prior to execution, within 30 Business Days of demand by the Minister for payment.

13.16 Notices

- (a) Any notice, demand, consent, approval, request or other communication (**Notice**) to be given under this deed must be in writing and must be given to the recipient at its Address for Service by being:
 - (i) hand delivered; or
 - (ii) sent by facsimile transmission; or
 - (iii) sent by prepaid ordinary mail within Australia.
- (b) A Notice is given if:
 - (i) hand delivered, on the date of delivery;
 - (ii) sent by facsimile transmission during any Business Day, on the date that the sending party's facsimile machine records that the facsimile has been successfully transmitted; or
 - (iii) sent by prepaid ordinary mail within Australia, on the date that is 2 Business Days after the date of posting.

Schedule 1 Requirements

Table 1 - Requirements under section 93F of the Act (clause 2.2)

The parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the deed complying with the Act.

REQUIREMENT UNDER THE ACT	THIS DEED
Planning instrument and/or development application – (section 93F(2)) The Developer has: <ul style="list-style-type: none"> (a) sought a change to an environmental planning instrument. (b) made, or proposes to make, a Development Application. (c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies. 	<ul style="list-style-type: none"> (a) No (b) Yes (c) N/A
Description of land to which this deed applies – (section 93F(3)(a))	See Schedule 3
Description of change to the environmental planning instrument to which this deed applies – (section 93F(3)(b))	N/A
The scope, timing and manner of delivery of contribution required by this deed – (section 93F(3)(c))	See Schedule 4
Applicability of sections 94 and 94A of the Act – (section 93F(3)(d))	The application of sections 94 and 94A of the Act is not excluded in respect of the Development.
Applicability of section 94EF of the Act – (section 93F(3)(d))	The application of section 94EF of the Act is excluded in respect of the Development.
Consideration of benefits under this deed if section 94 applies – (section 93F(5))	No
Mechanism for Dispute Resolution – (section 93F(3)(f))	See clause 8
Enforcement of this deed – (section 93F(3)(g))	See clause 6
No obligation to grant consent or exercise functions – (section 93F(10))	See clause 13.13

Table 2 – Other matters

REQUIREMENT UNDER THE ACT OR REGULATION	THIS DEED
Registration of the Planning Agreement – (section 93H of the Act)	Yes (see clause 7)
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a construction certificate is issued – (clause 25E(2)(g) of the Regulation)	Yes – a bank guarantee may need to be provided by the Developer under clause 1 Schedule 5 of this deed.
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before an occupation certificate is issued – (clause 25E(2)(g) of the Regulation)	Yes – a Development Contribution under clause 1 of Schedule 4 or a Bank Guarantee under clause 1 of Schedule 5 of this deed may need to be provided by the Developer.
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a subdivision certificate is issued – (clause 25E(2)(g) of the Regulation)	Yes – a bank guarantee may need to be provided by the Developer under clause 1 of Schedule 5 of this deed.

Schedule 2 Address for Service (clause 1.1)

Minister

Contact: The Director-General

Address: Department of Planning and Infrastructure
23-33 Bridge Street
SYDNEY NSW 2000

Facsimile No: (02) 9228 6191

Developer: Hanson Construction Materials Pty Ltd

Contact: Andrew Driver, Development Manager

Address: Level 5, 75 George Street, Parramatta NSW 2124

Facsimile No: 02-9354 2695

Schedule 3 Land (clause 1.1)

1 Lots proposed for development

Lot	Deposited Plan	Folio Identifier
5	1145808	5/1145808

Schedule 4 Development Contributions (clause 4)

1 Development Contributions

The Developer undertakes to make the following Development Contributions:

- (a) The Developer undertakes to provide the Development Contribution in the manner set out in the table below:

1. Contribution Amount	2. Timing
Stage 1 Contribution Amount is \$238,680	<p>Prior to issue of the first Occupation Certificate for any building/s on any part of the Land in Stage 1.</p> <p>Stage 1 is that part of the Land labelled as 'Stage 1' and depicted as proposed Lot 1 in DP 1145808 on the copy of the plan of Lot 5 in DP 1145808 that is attached to this deed at Attachment A.</p>
Stage 2 Contribution Amount is \$190,260	<p>Prior to issue of the first Occupation Certificate for any building/s on any part of the Land in Stage.</p> <p>Stage 2 is that part of the Land labelled as 'Stage 2' and depicted as proposed Lot 2 in DP 1145808 on the copy of the plan of Lot 5 in DP 1145808 that is attached to this deed at Attachment A.</p>
Stage 3 Contribution Amount is \$224,640	<p>Prior to issue of the first Occupation Certificate for any building/s on any part of the Land in Stage.</p> <p>Stage 3 is that part of the Land labelled as 'Stage 3' and depicted as proposed Lot 3 in DP 1145808 on the copy of the plan of Lot 5 in DP 1145808 that is attached to this deed at Attachment A.</p>
Stage 4 Contribution Amount is \$293,454	<p>Prior to issue of the first Occupation Certificate for any building/s on any part of the Land in Stage 4.</p> <p>Stage 4 is that part of the Land labelled as 'Stage 4' and depicted as proposed Lot 4 in DP 1145808 on the copy of the plan of Lot 5 in DP 1145808 that is attached to this deed at Attachment A.</p>
Stage 5 Contribution Amount is \$377,676	<p>Prior to issue of the first Occupation Certificate for any building/s on any part of the Land in Stage 5.</p> <p>Stage 5 is that part of the Land labelled as 'Stage 5' and depicted as proposed Lot 5 in DP 1145808 on the copy of the plan of Lot 5 in DP 1145808 that is attached to this deed at Attachment A.</p>
Stage 6 Contribution Amount is \$600,120	<p>Prior to issue of the first Occupation Certificate for any building/s on any part of the Land in Stage 6.</p> <p>Stage 6 is that part of the Land labelled as 'Stage 6' and depicted as proposed Lot 6 in DP 1145808 on the copy of the plan of Lot 5 in DP 1145808 that is attached to this deed at Attachment A.</p>
Stage 7 Contribution Amount	Prior to issue of the first Occupation Certificate for any building/s on

1. Contribution Amount	2. Timing
is \$513,360	<p>any part of the Land in Stage 7 or prior to the commencement of operations on or any use of any part of the Land in Stage 7, whichever is the earlier date.</p> <p>Stage 7 is that part of the Land labelled as 'Stage 7' and depicted as proposed Lot 7 in DP 1145808 on the copy of the plan of Lot 5 in DP 1145808 that is attached to this deed at Attachment A.</p>
<p>Stage 8 Contribution Amount is \$301,680</p>	<p>Prior to issue of the first Occupation Certificate for any building/s on any part of the Land in Stage 8 or prior to the commencement of operations on or any use of any part of the Land in Stage 8, whichever is the earlier date.</p> <p>Stage 8 is that part of the Land labelled as 'Stage 8' and depicted as proposed Lot 8 in DP 1145808 on the copy of the plan of Lot 5 in DP 1145808 that is attached to this deed at Attachment A.</p>
<p>Stage 9 Contribution Amount is \$322,740</p>	<p>Prior to issue of the first Occupation Certificate for any building/s on any part of the Land in Stage 9 or prior to the commencement of operations on or any use of any part of the Land in Stage 9, whichever is the earlier date.</p> <p>Stage 9 is that part of the Land labelled as 'Stage 9' and depicted as proposed Lot 9 in DP 1145808 on the copy of the plan of Lot 5 in DP 1145808 that is attached to this deed at Attachment A.</p>
<p>Stage 10 Contribution Amount is \$263,340</p>	<p>Prior to issue of the first Occupation Certificate for any building/s on any part of the Land in Stage 10 or prior to the commencement of operations on or any use of any part of the Land in Stage 10, whichever is the earlier date.</p> <p>Stage 10 is that part of the Land labelled as 'Stage 10' and depicted as proposed Lot 10 in DP 1145808 on the copy of the plan of Lot 5 in DP 1145808 that is attached to this deed at Attachment A.</p>
<p>Stage 11 Contribution Amount is \$421,740</p>	<p>Prior to issue of the first Occupation Certificate for any building/s on any part of the Land in Stage 11 or prior to the commencement of operations on or any use of any part of the Land in Stage 11, whichever is the earlier date.</p> <p>Stage 11 is that part of the Land labelled as 'Stage 11' and depicted as proposed Lot 11 in DP 1145808 on the copy of the plan of Lot 5 in DP 1145808 that is attached to this deed at Attachment A.</p>

1. Contribution Amount	2. Timing
Stage 12 Contribution Amount is \$305,460	<p>Prior to issue of the first Occupation Certificate for any building/s on any part of the Land in Stage 12 or prior to the commencement of operations on or any use of any part of the Land in Stage 12, whichever is the earlier date.</p> <p>Stage 12 is that part of the Land labelled as 'Stage 12' and depicted as proposed Lot 12 in DP 1145808 on the copy of the plan of Lot 5 in DP 1145808 that is attached to this deed at Attachment A.</p>
Stage 13 Contribution Amount is \$151,524.00	<p>Prior to issue of the first Occupation Certificate for any building/s on any part of the Land in Stage 13 or prior to the commencement of operations on or any use of any part of the Land in Stage 13, whichever is the earlier date.</p> <p>Stage 13 is that part of the Land labelled as 'Stage 13' and depicted as proposed Lot 14 in DP 1145808 on the copy of the plan of Lot 5 in DP 1145808 that is attached to this deed at Attachment A.</p>

- (b) The Minister and Developer acknowledge and agree that the sum of the Stage 1 to Stage 13 Contribution Amounts forms the Development Contribution under this deed.
- (c) Each Development Contribution payment (refer to part 1 of this table 'Contribution Amount') may be made by:
 - i. bank cheque; or
 - ii. direct deposit of cleared funds to the credit of a bank account specified in writing by the Minister to the Developer at least 1 week prior to the relevant Development Contribution payment falling due.
- (d) On each CPI Adjustment Date, the value of the Contribution Amounts in the left hand column of the Table in clause 1 of this Schedule 4 will be adjusted by multiplying the relevant Contribution Amount by an amount equal to the Current CPI divided by the Base CPI.
- (e) Indexation of the Development Contribution is to occur at point of payment of the relevant Contribution Amount in accordance with the indexation formula in clause 2(d) of this Schedule 4, commencing on the date of this deed.

2 Payment of Contribution Amounts a Restriction on Issue of Occupation Certificate

- (a) The Developer must pay to the Minister the Contribution Amount indicated in the left hand column of the Table in clause 1 of this Schedule 4 prior to the issue of any Occupation Certificate in respect of any building/s on any part of the Land in the relevant stage or prior to the commencement of operations on or any use of any part of the Land in the relevant stage, whichever is the earlier date.
- (b) The parties agree that payment of a Contribution Amount under this deed is a restriction on the issue of an Occupation Certificate in relation to any works or building/s for the purposes of section 109H(2) of the Act.
- (c) The Director-General may issue certification that a Contribution Amount has been paid on a progressive basis in thirteen stages as and when the Developer has paid the relevant Development Contribution under this deed.

Schedule 5 Security terms (clause 6)

1 Developer to provide Bank Guarantees

- (a) In order to secure the payment of each Contribution Amount, the Developer has agreed to provide security in the form of Bank Guarantees in the manner set out in the table below.
- (b) The Bank Guarantees must:
- (i) name the "Minister for Planning and Infrastructure and Department of Planning and Infrastructure ABN 38 755 709 681" as the relevant beneficiaries; and
 - (ii) not have an expiry date.
- (c) The Minister has agreed to:
- (i) accept the Bank Guarantee as security for the payment and performance of each relevant Contribution Amount; and
 - (ii) Return the Bank Guarantee for the relevant stage to the Developer upon the Trigger Event specified in the table for that stage,

in the manner set out in the table below.

Table

Bank Guarantee	Face Value of Bank Guarantee	Date to be provided by Developer	Trigger Event
Stage 1 Contribution Amount	\$238,680	Prior to the approval of any Planning Application on any part of the Land in Stage 1. Stage 1 is that part of the Land labelled as 'Stage 1' and depicted as proposed Lot 1 in DP 1145808 on the copy of the plan of Lot 5 in DP 1145808 that is attached to this deed at Attachment A .	Upon the date the Minister is satisfied that the Stage 1 Contribution Amount has been provided.
Stage 2 Contribution Amount	\$190,260	Prior to the approval of any Planning Application on any part of the Land in Stage 2. Stage 2 is that part of the Land labelled as 'Stage 2' and depicted as proposed Lot 2 in DP 1145808 on the copy of the plan of Lot 5 in DP 1145808 that is attached to this deed at Attachment A .	Upon the date the Minister is satisfied that the Stage 2 Contribution Amount has been provided.
Stage 3 Contribution	\$224,640	Prior to the approval of any Planning Application	Upon the date the Minister is

Bank Guarantee	Face Value of Bank Guarantee	Date to be provided by Developer	Trigger Event
Amount		on any part of the Land in Stage 3. Stage 3 is that part of the Land labelled as 'Stage 3' and depicted as proposed Lot 3 in DP 1145808 on the copy of the plan of Lot 5 in DP 1145808 that is attached to this deed at Attachment A.	satisfied that the Stage 3 Contribution Amount has been provided.
Stage 4 Contribution Amount	\$293,454	Prior to the approval of any Planning Application on any part of the Land in Stage 4. Stage 4 is that part of the Land labelled as 'Stage 4' and depicted as proposed Lot 4 in DP 1145808 on the copy of the plan of Lot 5 in DP 1145808 that is attached to this deed at Attachment A.	Upon the date the Minister is satisfied that the Stage 4 Contribution Amount has been provided.
Stage 5 Contribution Amount	\$377,676	Prior to the approval of any Planning Application on any part of the Land in Stage 5. Stage 5 is that part of the Land labelled as 'Stage 5' and depicted as proposed Lot 5 in DP 1145808 on the copy of the plan of Lot 5 in DP 1145808 that is attached to this deed at Attachment A.	Upon the date the Minister is satisfied that the Stage 5 Contribution Amount has been provided.
Stage 6 Contribution Amount	\$600,120	Prior to the approval of any Planning Application on any part of the Land in Stage 6. Stage 6 is that part of the Land labelled as 'Stage 6' and depicted as proposed Lot 6 in DP 1145808 on the copy of the plan of Lot 5 in DP 1145808 that is attached to this deed at Attachment A.	Upon the date the Minister is satisfied that the Stage 6 Contribution Amount has been provided.
Stage 7 Contribution Amount	\$513,360	Prior to the approval of any Planning Application on any part of the Land in Stage 7. Stage 7 is that part of the Land labelled as 'Stage 7' and depicted as proposed Lot 7 in DP 1145808 on the copy of the plan of Lot 5 in DP 1145808 that is attached to this deed at Attachment A.	Upon the date the Minister is satisfied that the Stage 7 Contribution Amount has been provided.
Stage 8 Contribution Amount	\$301,680	Prior to the approval of any Planning Application on any part of the Land in Stage 8.	Upon the date the Minister is satisfied that

Bank Guarantee	Face Value of Bank Guarantee	Date to be provided by Developer	Trigger Event
		Stage 8 is that part of the Land labelled as 'Stage 8' and depicted as proposed Lot 8 in DP 1145808 on the copy of the plan of Lot 5 in DP 1145808 that is attached to this deed at Attachment A.	the Stage 8 Contribution Amount has been provided.
Stage 9 Contribution Amount	\$322,740	Prior to the approval of any Planning Application on any part of the Land in Stage 9. Stage 9 is that part of the Land labelled as 'Stage 9' and depicted as proposed Lot 9 in DP 1145808 on the copy of the plan of Lot 5 in DP 1145808 that is attached to this deed at Attachment A.	Upon the date the Minister is satisfied that the Stage 9 Contribution Amount has been provided.
Stage 10 Contribution Amount	\$263,340	Prior to the approval of any Planning Application on any part of the Land in Stage 10. Stage 10 is that part of the Land labelled as 'Stage 10' and depicted as proposed Lot 10 in DP 1145808 on the copy of the plan of Lot 5 in DP 1145808 that is attached to this deed at Attachment A.	Upon the date the Minister is satisfied that the Stage 10 Contribution Amount has been provided.
Stage 11 Contribution Amount	\$421,740	Prior to the approval of any Planning Application on any part of the Land in Stage 11. Stage 11 is that part of the Land labelled as 'Stage 11' and depicted as proposed Lot 11 in DP 1145808 on the copy of the plan of Lot 5 in DP 1145808 that is attached to this deed at Attachment A.	Upon the date the Minister is satisfied that the Stage 11 Contribution Amount has been provided.
Stage 12 Contribution Amount	\$305,460	Prior to the approval of any Planning Application on any part of the Land in Stage 12. Stage 12 is that part of the Land labelled as 'Stage 12' and depicted as proposed Lot 12 in DP 1145808 on the copy of the plan of Lot 5 in DP 1145808 that is attached to this deed at Attachment A.	Upon the date the Minister is satisfied that the Stage 12 Contribution Amount has been provided.

Bank Guarantee	Face Value of Bank Guarantee	Date to be provided by Developer	Trigger Event
Stage 13 Contribution Amount	\$151,524.00	<p>Prior to execution of this deed.</p> <p>Stage 13 is that part of the Land labelled as 'Stage 13' and depicted as proposed Lot 14 in DP 1145808 on the copy of the plan of Lot 5 in DP 1145808 that is attached to this deed at Attachment A.</p>	Upon the date the Minister is satisfied that the Stage 13 Contribution Amount has been provided.

2 Developer to provide Bank Guarantees

- (a) On the times specified in clause 1 of this Schedule 5, the Developer will provide security to the Minister in the form of a Bank Guarantee for the values specified in column 2 in the Table.
- (b) For the purposes of this Schedule 5, reference to 'approval of any Planning Application' does not include any approval of the modification application MP06_0225 (MOD 1) or CP06_0225 (MOD 1) lodged on 28 November 2011.
- (c) The Minister will be entitled to retain each Bank Guarantee up until each corresponding Trigger Date as set out in the Table.

3 Claims under Bank Guarantees

- a) The Minister may call upon a Bank Guarantee where the Developer has failed to pay a Contribution Amount for which the Bank Guarantee has been provided by the date for payment of that Contribution Amount under this deed; and
- b) retain and apply such monies towards the costs and expenses incurred by the Minister in rectifying any default by the Developer under this deed.
- c) Prior to calling upon a Bank Guarantee the Minister must give the Developer not less than 10 Business Days written notice.
- d) If:
 - i. the Minister calls upon one or more Bank Guarantees; and
 - ii. applies all or part of such monies towards the costs and expenses incurred by the Minister in rectifying any default by the Developer under this Deed; and
 - iii. has notified the Developer of the call on the Bank Guarantees in accordance with clause 3(b) of this Schedule 5,

then the Developer must provide to the Minister replacement Bank Guarantees to ensure that at the relevant time, the Minister is in possession of the required Bank Guarantees.

4 Release of Bank Guarantee

If the monies secured by the Bank Guarantees have not been expended and have been accounted for in accordance with clause 3 of this Schedule 5, then the Minister will promptly return each Bank Guarantee (less any costs, charges, duties and taxes payable), or the remainder of the monies secured by the Bank Guarantee (as the case may be), to the Developer on each corresponding Trigger Event shown in the Table in clause 1 of this Schedule 5.

EXECUTED as a deed

Signed sealed and delivered for and on
behalf of the **Minister for Planning and
Infrastructure** in the presence of:


.....
Signature of Witness

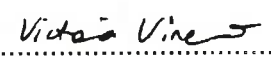
.....
Signature of the Minister for Planning and
Infrastructure

.....
Name of Witness in full

.....
Minister for Planning and Infrastructure

Signed sealed and delivered by **Hanson**)
Construction Materials Pty Ltd ACN 009)
679 734 in accordance with section 127 of)
the Corporations Act:

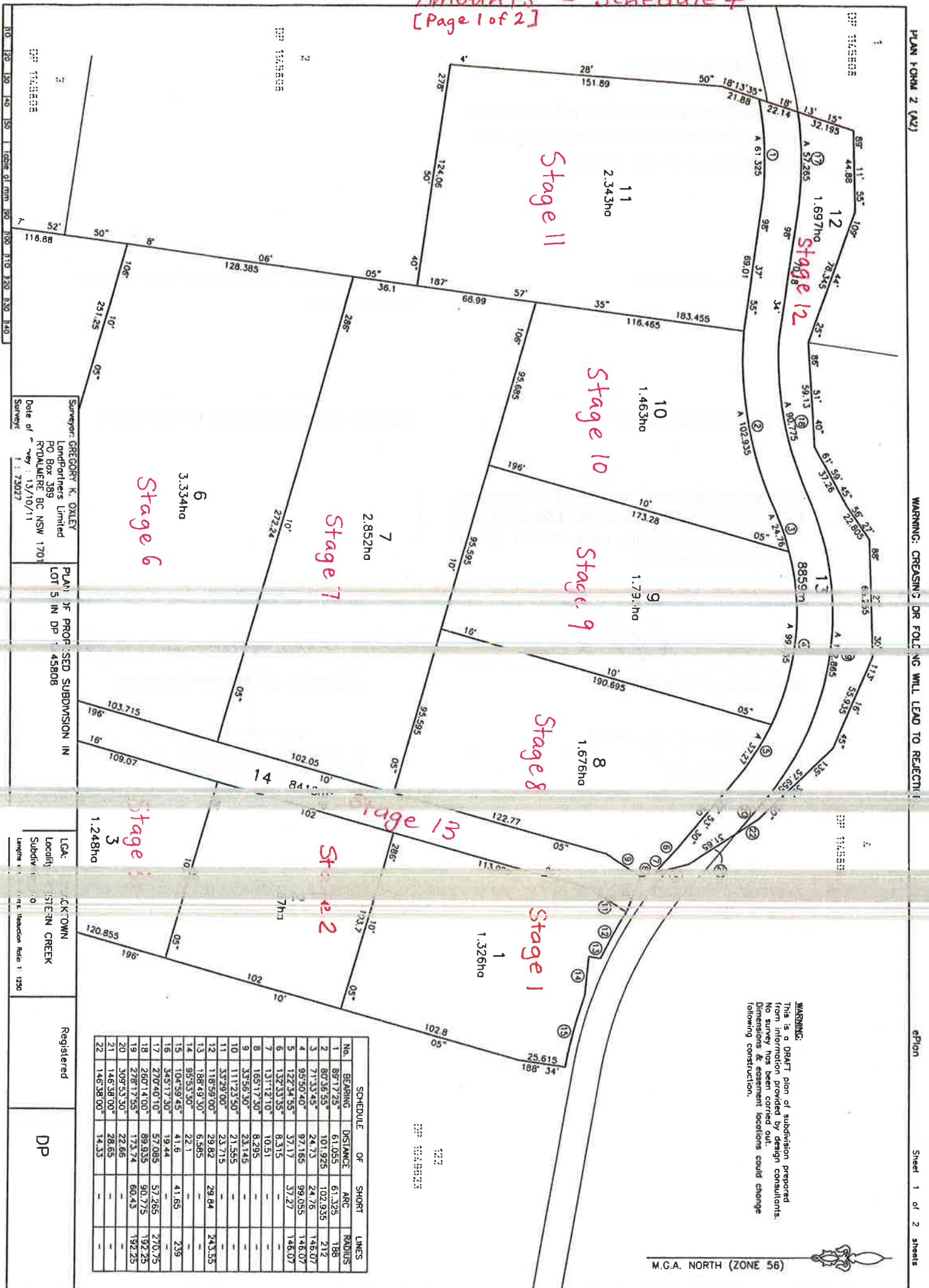

.....
Signature of Director


.....
Signature of ~~Director~~/Secretary

KEVIN GLUSKIE
.....
Name of Director

VICTORIA VINCENT
.....
Name of ~~Director~~/Secretary

Attachment A - Stages of Development Contribution Amounts - Schedule 4 [Page 1 of 2]



Attachment A - Stages of Development Contribution Amounts -

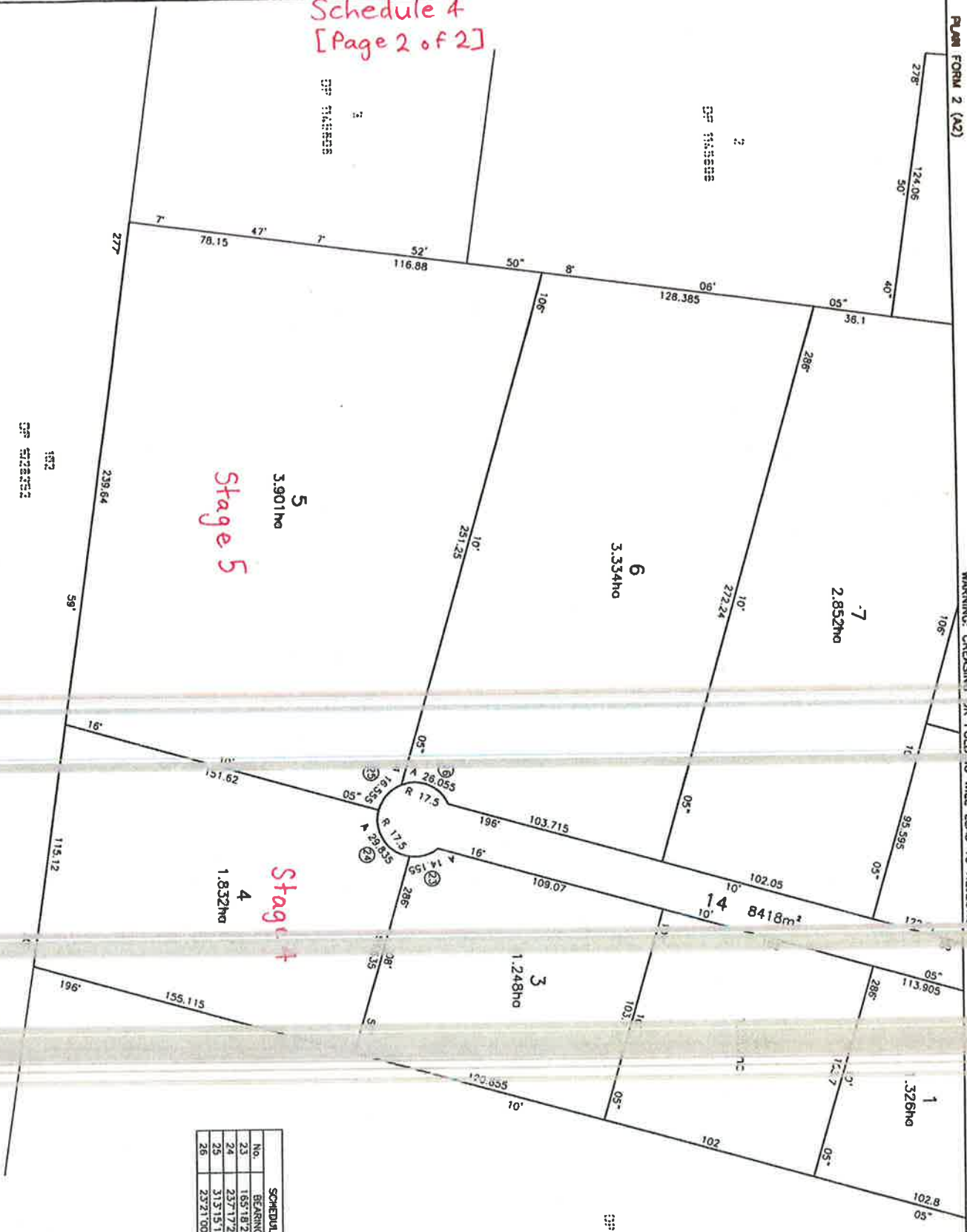
Schedule 4
[Page 2 of 2]

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

Sheet 2 of 2 sheets



No.	BEARING	DISTANCE	ARC	RADIUS
23	165°18'25"	13.77	14.155	17.5
24	237°17'20"	26.33	26.835	17.5
25	313°15'10"	19.945	16.555	17.5
26	232°1'00"	23.585	26.055	17.5

M.G.A. NORTH (ZONE 56)

This is a DRAFT plan of subdivision prepared from information provided by design consultants. No survey has been carried out and dimensions & corner locations could change following construction.

Surveyor: GREGORY K. OXLEY
LandPartners Limited
PO Box 388
RICHMOND BC NSW 1701
Date of Survey: 7/3/27

PLAN: 1/1 PROP. SUBDIVISION IN
LOT 5 IN DP 1 45808
LOCALITY: TERN CREEK
Subdiv: 1/1
Scale: 1:1250

Registered

DP

10 20 30 40 50 60 70 80 90 100 110 120 130 140

