



HOLDING REDLICH

Minister for Planning and Infrastructure

ABN 38 755 709 681

Frasers Broadway Pty Ltd

ABN 50 122 575 286

Frasers Central Park Land No 1 Pty Ltd

ABN 91 151 467 355

Frasers Central Park Land No 2 Pty Ltd

ABN 18 151 467 800

Deed of Amendment

Central Park - Planning Agreement

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Contact
Sydney
Robert Moses
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THIS DEED OF AMENDMENT is dated

10 May

2013

PARTIES:

Minister for Planning and Infrastructure (ABN 38 755 709 681) of Level 31 Governor Macquarie Tower, 1 Farrer Place Sydney NSW 2000 (**Minister**)

Frasers Broadway Pty Ltd (ABN 50 122 575 286) of Suite 11, Lumiere Commercial, Level 12, 101 Bathurst Street Sydney NSW 2000 (**Frasers Broadway**)

Frasers Central Park Land No 1 Pty Ltd (ABN 91 151 467 355) of Suite 11, Lumiere Commercial, Level 12, 101 Bathurst Street Sydney NSW 2000 (**CP1**)

Frasers Central Park Land No 2 Pty Ltd (ABN 18 151 467 800) of Suite 11, Lumiere Commercial, Level 12, 101 Bathurst Street Sydney NSW 2000 (**CP2**)

INTRODUCTION:

- A** The Minister and Frasers Broadway entered into the Planning Agreement.
- B** Frasers Broadway, CP1 and CP2 have requested, and Minister has agreed, to amend the Planning Agreement in the terms as set out in this deed.

IT IS AGREED:

1 DEFINITION AND INTERPRETATION

1.1 Definitions

In this deed:

Bank Guarantee means any bank guarantee(s) held by the Minister that relate that relate to Items 1 and 2 in Table 1 of Schedule 5 of the Planning Agreement;

Lot 4 means Lot 4 DP 1142053;

Lot 5 means Lot 5 DP 1142053;

Planning Agreement means the planning agreement entered into between the Minister and Frasers Broadway dated 19 July 2010.

1.2 Interpretation

In this deed, unless the contrary intention appears:

- (a) expressions and phrases used but not defined in this deed will have the same meanings as they have in the Planning Agreement;

- (b) Schedule 12 and Schedule 13 of the Planning Agreement will apply to the interpretation and construction of this deed.

2 AMENDMENT OF PLANNING AGREEMENT

2.1 Amendment

The Planning Agreement is amended as set out in this clause 2.

2.2 Parties

- (a) The front page of the Planning Agreement is amended to:
 - (i) insert the following parties before the words "Land Owner":

Frasers Central Park Land No 1 Pty Ltd (ABN 91 151 467 355)
of Suite 11, Lumiere Commercial, Level 12, 101 Bathurst Street
Sydney NSW 2000

Frasers Central Park Land No 2 Pty Ltd (ABN 18 151 467 800)
of Suite 11, Lumiere Commercial, Level 12, 101 Bathurst Street
Sydney NSW 2000;
 - (ii) replace the words "Land Owner" with "(together the Land Owner)";
- (b) "Parties" on page 1 of the Planning Agreement is amended to:
 - (i) replace "Level 11, 488 Kent Street, Sydney NSW 2000" with "Suite 11, Lumiere Commercial, Level 12, 101 Bathurst Street Sydney NSW 2000";
 - (ii) insert the following parties before the words ("Land Owner"):

Frasers Central Park Land No 1 Pty Ltd (ABN 91 151 467 355)
of Suite 11, Lumiere Commercial, Level 12, 101 Bathurst Street
Sydney NSW 2000

Frasers Central Park Land No 2 Pty Ltd (ABN 18 151 467 800)
of Suite 11, Lumiere Commercial, Level 12, 101 Bathurst Street
Sydney NSW 2000;
 - (iii) replace the words "Land Owner" with "(together the **Land Owner**)";
- (c) Clause 1.1 of Schedule 12 is amended by replacing under "Land Owner":
 - (i) "Level 11, 488 Kent Street, Sydney NSW 2000" with "Suite 11, Lumiere Commercial, Level 12, 101 Bathurst Street Sydney NSW 2000";

- (ii) "8823 8800" where first occurring with "9263 8888";
- (iii) "8823 8800" where secondly occurring with "9263 8899".

2.3 Registration of this Planning Agreement

- (a) Clause 10.2(a) is deleted and the following new clause 10.2(a) is inserted:

"The Land Owner agrees it will procure the registration of this Planning Agreement under the *Real Property Act 1900* (NSW) in the relevant folio of the register for Lot 4 and Lot 5 in accordance with section 93H of the EP&A Act."
- (b) Clause 10.2(b) and clause 10.2(c) are amended by deleting the words "the Developer's Land" wherever occurring and inserting instead the words "Lot 4 and Lot 5".

2.4 Project Land - Part A – Developer's Land

Clause 1 of Part A in Schedule 2 is deleted and replaced with the following:

"1. Title

Lots 1-8 DP 1142053

Lot 1 DP 76719

Lot 1 DP 709452

Lot 1 DP 807298

Lot 1 DP 185787

Lot 1 DP 191024

Lots 1-3 and 5-6 DP 33953."

2.5 Development Contributions – conditions of consent

- (a) The words "Subject to paragraph 2(b) of this Schedule, the" in clause 2(a) of Schedule 3 are deleted and replaced with "The".
- (b) Clause 2(b) of Schedule 3 is deleted and the following clauses (b) and (c) are inserted instead:

 - "(b) Unless otherwise agreed with the Director-General, if the Land Owner has not transferred to the Council:

- (i) the Stage 1 Roads by the earlier of the issue of the last final Occupation Certificate for any building that is to be constructed on Block 5c or 31 December 2020;
- (ii) the Stage 2 Roads by the earlier of issue of the last final Occupation Certificate for any building that is to be constructed on Lot 5 or 31 December 2020; or
- (iii) the lot that will comprise the Main Park within 60 Business Days of receiving a signed subdivision certificate relating to the plan of subdivision, the registration of which will create the lot that comprises the Main Park,

the Land Owner consents to the Minister compulsorily acquiring the Stage 1 Roads, the Stage 2 Roads or the lot that will comprise the Main Park (as the case may be) in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW) for the amount of \$1 for each of those Stages and for the lot that comprises the Main Park.

- (c) The Minister agrees that before exercising any compulsory acquisition powers under this clause, that he will consult with the Land Owner and Council in respect of relevant matters concerning the proposed acquisition including but not limited to, any limitation in height or depth of the land to be acquired and any easements or other affectations that may be reasonably necessary in respect of the land to be acquired.
- (d) The Land Owner and the Minister agree that:
 - (i) clause 2(b) of this Schedule 3 is an agreement between the Land Owner and the Minister for the purpose of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW); and
 - (ii) in clause 2(b) of this Schedule 3, the Land Owner and the Minister have agreed on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition."

2.6 Development Contributions Timetable

Replace the text for Items 1 and 2 in Column 4 of Table 1 of Schedule 5 with the word "Nil" in each case.

2.7 Release and Discharge Terms

- (a) Clause 1(a) and 1(b) of Schedule 6 are deleted.

- (b) A new clause 1(a) is inserted in Schedule 6 as follows:

"If the Minister, after consulting with Council, is satisfied that the Land Owner has complied with any or all of its obligations under this Planning Agreement, the Minister can provide a release and discharge of this Planning Agreement with respect to the whole or any part of the Developer's Land."

2.8 Security Arrangements

Paragraphs 1.1(a)(i) and 1.1(a)(ii) of Schedule 9 are deleted.

2.9 Assignment and Dealing Terms

- (a) Clause 1 of Schedule 10 is amended by:

- (i) deleting the words "'sell, transfer or dispose of' and replace with the word 'transfer'";
- (ii) deleting the words "the Developer's Land (other than a Developed Lot)" and inserting instead the words "Lot 5";
- (iii) deleting the words "the Land" (where occurring before the words "to another person") and inserting instead "Lot 5".

- (b) Clause 2 of Schedule 10 is deleted and replaced with:

"The Land Owner must not transfer the whole or any part of Lot 1 or Lot 2 (other than a Developed Lot) unless before it transfers any such part of the Land to another person ("Transferee"):

- (a) the Transferee delivers to the Minister a deed signed by the Transferee in a form and of such substance as is acceptable to the Minister containing provisions under which the Transferee agrees with the provisions of clause 2(b) in Schedule 3 to the Planning Agreement as if it were joined as a party to this Planning Agreement in the place of the Land Owner; and
- (b) any default by the Land Owner under any provision of this Planning Agreement has been remedied by the Land Owner or waived by the Minister on such conditions as the Minister may determine in its absolute discretion.
- (c) the Land Owner and the Transferee pay the Minister' reasonable Costs in relation to that deed."

- (c) A new clause 3 of Schedule 10 is inserted:

"If the Land Owner transfers any part of Lot 1, Lot 2, or Lot 5 and fully satisfies the requirements of paragraphs 1 and 2 of this Schedule 10 (as the case may be), the Land Owner will be released from its obligations under this Planning Agreement."

2.10 Definitions

- (a) Clause 1 of Schedule 13 is amended by inserting the following new definitions in appropriate alphabetical order:

"**Block 5c** means the area of land shown generally as "Block 5c" on the Plan.

Lot 1 means Lot 1 DP 1142053.

Lot 2 means Lot 2 DP 1142053.

Lot 4 means Lot 4 DP 1142053;

Lot 5 means Lot 5 DP 1142053.

Plan means the plan exhibited to this deed and marked "Exhibit A".

Stage 1 Roads means the land as generally shown on the Plan highlighted in red.

Stage 2 Roads means the land as generally shown on the Plan highlighted in blue."

- (b) The definition of "**Main Park**" in clause 1 of Schedule 13 is amended by inserting the following words at the end of the definition "subject to any limitations in height and depth and any easements or other affectations that are agreed between the Land Owner and the Council".
- (c) The definition of "**Security Arrangements**" in clause 1 of Schedule 13 is amended by inserting the words "clause 2(b) and 2(c) of Schedule 3 and" after the words "set out in".

3 REGISTRATION OF THIS DEED

- (a) Frasers Broadway at its own expense will take all practical steps and otherwise do anything to procure:
- (i) the consent of each person who:
- (A) has an estate or interest in Lot 5 registered under the Real Property Act; or

- (B) is seized or possessed of an estate or interest in Lot 5;
and
 - (ii) the execution of any documents; and
 - (iii) the production of the relevant certificates of title; and
 - (i) the lodgement and registration of this deed, by the Registrar-General in the relevant folio of the Register.
- (b) Frasers Broadway will provide the Minister with a copy of the relevant folio of the Register and a copy of the registered dealing within 15 Business Days of registration of this deed.
- (c) CP1 at its own expense will take all practical steps and otherwise do anything to procure:
- (i) the consent of each person who:
 - (A) has an estate or interest in Lot 4 registered under the Real Property Act; or
 - (B) is seized or possessed of an estate or interest in Lot 4;
and
 - (ii) the execution of any documents; and
 - (iii) the production of the relevant certificates of title; and
 - (ii) the lodgement and registration of this deed, by the Registrar-General in the relevant folio of the Register.
- (d) CP1 will provide the Minister with a copy of the relevant folio of the Register and a copy of the registered dealing within 15 Business Days of registration of this deed.

4 REMOVAL OF PLANNING AGREEMENT FROM TITLES

- (a) When this deed is submitted to the Minister for execution, Frasers Broadway may also submit to the Minister a request(s) in the appropriate form (**Request**) to remove the Planning Agreement from the relevant land titles.
- (b) The Minister agrees that when returning an executed copy of this deed to Frasers Broadway for registration, the Minister will also return the Request(s) duly executed to enable those requests to be registered.

5 RETURN OF SECURITY

The Minister agrees to return the Bank Guarantee to Frasers Broadway at the same time that Frasers Broadway and CP1 provide the Minister with a copy of the relevant folios and dealings in accordance with clauses 3(b) and 3(d) of this deed.

6 GENERAL**6.1 Entire agreement**

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

6.2 Legal and notification expenses

Frasers Broadway, CP1 and CP2 agree to pay:

- (a) the reasonable legal expenses incurred by the Minister in reviewing and negotiating this deed; and
- (b) the reasonable costs of notifying this deed in accordance with the Act.

EXECUTED as a deed.

Signed, sealed and delivered by the
Minister for Planning and Infrastructure
 (ABN 38 755 709 681):

X *ENHUAH LEE*

Signature of witness

[Signature]

Name of witness

Signed, sealed and delivered by
FRASERS BROADWAY PTY LTD (ABN
 50 122 575 286) in accordance with
 section 127 of the Corporations Act:

X *Guy Pahor*

Signature of Director

Guy Pahor

Name of Director

Signed, sealed and delivered by
FRASERS CENTRAL PARK LAND NO 1
PTY LTD (ABN 91 151 467 355) in
 accordance with section 127 of the
 Corporations Act:

X *Guy Pahor*

Signature of Director

Guy Pahor

Name of Director

[Signature]

Signature of Minister for Planning and
 Infrastructure

Stephen McIntyre

Name

[Signature]

Signature of Director/Secretary

Jerry Lee

Name of Director/Secretary

[Signature]

Signature of Director/Secretary

Jerry Lee

Name of Director/Secretary

Signed, sealed and delivered by
FRASERS CENTRAL PARK LAND NO 2
PTY LTD (ABN 18 151 467 800) in
 accordance with section 127 of the
 Corporations Act:

)
)
)

x 

 Signature of Director

Guy Pahor

.....
 Name of Director

x 

 Signature of Director/Secretary

Jerry Lee

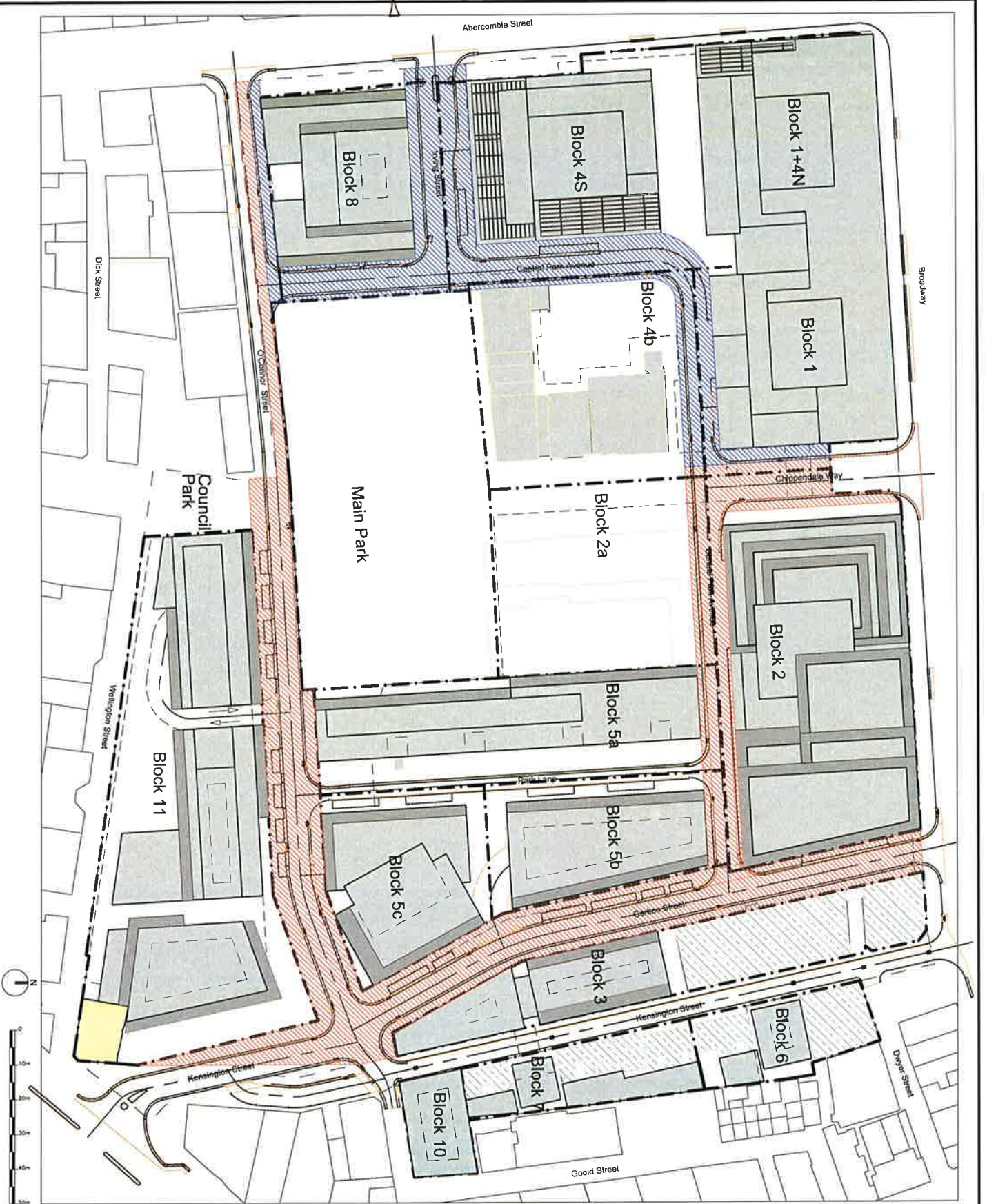
.....
 Name of Director/Secretary

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"EXHIBIT A"

A3 Sheet Size



| A | 100017 | Stage 2 Infrastructure PA Issue |
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| Rev | Date | Reason For Issue |
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| Notes |
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| Existing Buildings |
| Proposed Buildings |
| Development Boundary |
| Block Boundary |
| Indicative Building Development |
| Indicative Building Development |
| Extent of works - Stage 1 Infrastructure & Road Dedication |
| Extent of works - Stage 2 Infrastructure & Road Dedication |

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 Client: Frasers Property
 111, 488 Kent Street Sydney NSW 2000
 T: +61 (0)2 8823 8800 F: +61 (0)2 8823 8801

Foster + Partners
 Riverside 27, 100 Kent Street
 Sydney NSW 2000 Australia
 T: +61 (0)2 9238 0455
 F: +61 (0)2 9238 1107

Stage 2 - Infrastructure/Road Reserve Dedication
 Site Plan

| Project No. | Scale & Date | Drawn By |
|-------------|--------------|----------|
| 1:1000 | 13/10/08 | Turnover |
| A-SK-002 | | A |