

SCHEDULE 4

Development Contributions (clause 4)

1 Development Contributions

The Developer undertakes to provide the Development Contribution in the manner set out in the table below:

Development Contribution	Timing
Road Improvement Works Contribution	<p>(a) Practical Completion of Stage 1A Road Works – prior to the issue of a Subdivision Certificate or Strata Certificate (as the case may be) for the creation of the 1st Urban Lot or such later date as agreed between the Developer and RMS; and</p> <p>(b) Practical Completion of Stage 1B Road Works – prior to the issue of a Subdivision Certificate or Strata Certificate (as the case may be) for the creation of the 200th Urban Lot or such later date as agreed between the Developer and RMS; and</p> <p>(c) Practical Completion of Stage 2 Road Works - prior to the issue of a Subdivision Certificate or Strata Certificate (as the case may be) for the creation of the 1201st Urban Lot or such later date as agreed between the Developer and RMS.</p>
Education Land Contribution	Dedication of the Education Land at no cost to the Minister - prior to the issue of a Subdivision Certificate or Strata Certificate (as the case may be) for the creation of the 1200 th Urban Lot.
Electricity Substation Land	Dedication of the Electricity Substation Land at no cost to the Minister - prior to the issue of a Subdivision Certificate or Strata Certificate (as the case may be) for the creation of the 1 st Urban Lot.

Sydney Water Infrastructure Contribution	<p>(a) Practical Completion of the Water Works - prior to the issue of a Subdivision Certificate or Strata Certificate (as the case may be) for the creation of the 1st Urban Lot or such later date as agreed between the Developer and Sydney Water; and</p> <p>(b) Practical Completion of the Wastewater Works - prior to the issue of a Subdivision Certificate or Strata Certificate (as the case may be) for the creation of the 300th Urban Lot or such later date as agreed between the Developer and Sydney Water.</p>
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2 Road Improvement Works Contribution

- (a) For each of the Stage 1A Road Works, Stage 1B Road Works and Stage 2 Road Works, the Developer must:
- (i) enter into a Road Works Agreement with RMS upon terms and conditions which each of the RMS and the Developer have agreed in respect of the carrying out and completion of the applicable stage of the Road Improvement Works; and
 - (ii) achieve Practical Completion of each applicable stage of the Road Improvement Works within the timing specified in the table in clause 1 of this Schedule 4.
- (b) The Developer must notify the Minister promptly following entry into a Road Works Agreement and provide the Minister with a copy of that agreement.
- (c) The Developer must comply with the terms and conditions of the Road Works Agreement including any requirement to provide security and achieve Practical Completion of the Road Improvement Works.
- (d) For the purposes of clause 26 of the Determination, the Minister acknowledges and agrees that the Road Works Agreement is a works-in-kind agreement and meets the requirements of clause 26 of the Determination.
- (e) At least 14 days prior to any application for a Subdivision Certificate or Strata Certificate (as the case may be) relating to each stage of the Road Improvement Works as set out in the table to clause 1 of this Schedule, the Developer must provide notice to the Minister in writing that such an application is intended to be made.
- (f) If the Minister becomes aware, or is satisfied (after receiving a written request from the Developer), that the NSW State Government or the Commonwealth Government of Australia have committed to funding or completing any part of the Road Improvement Works, the Minister is to

send a notice (**Release Notice**) to the Developer within 30 Business Days of the earlier of either becoming aware of that fact, or of receiving the Developer's request identifying the relevant aspect of the Road Improvement Works that will be funded or completed. On and from the date of the Release Notice, the Developer is released from its obligations to complete the relevant aspect of the Road Improvement Works identified in the Release Notice as a Contribution under this deed.

3 Education Land Contribution

3.1 Dedication of the Education Land

- (a) For the purpose of this clause, at least 6 months before the Developer applies for a Subdivision Certificate or a Strata Certificate (as the case may be) that will create the 1200th Urban Lot, the Developer must notify the Minister of its intention to lodge an application for that Subdivision Certificate or Strata Certificate.
- (b) Within 3 months of receiving notice from the Developer under clause 3.1(a) of this Schedule 4, the Minister must provide the Developer with a written notice stating whether the Minister (or the Minister's nominee) requires the Education Land.
- (c) If the Minister does not provide the Developer with a notice referred to clause 3.1(b) or notifies the Developer that the Minister does not require the Education Land:
 - (i) the Developer is not required to procure the transfer of the Education Land to the Minister;
 - (ii) the provisions of this clause 3 will otherwise not apply; and
 - (iii) the Developer is discharged in full from any of its obligations in relation to the Education Land under this deed.
- (d) As soon as reasonably practicable following receipt of a notice from the Minister stating that the Minister will require the Education Land pursuant to clause 3.1(b), the Developer agrees to:
 - (i) register a Plan of Subdivision to create a lot comprising the Education Land; and
 - (ii) deliver to the Minister (or to the Minister's nominee):
 - (A) a form of transfer in respect of the land comprising the Education Land executed by the Land Owner and in registrable form; and
 - (B) the certificates of title for the Education 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 Land to the Minister (or, where appropriate, the Minister's nominee) free of all encumbrances and affectations (including any charge or liability for rates, taxes and charges), prior to the creation of the 1200th Urban Lot.

- (e) Notwithstanding clause 3.1(d) of this Schedule, upon transfer, the Education Land will be free from any encumbrances other than service easements or such other encumbrances as agreed with the Minister and such agreement by the Minister must not be unreasonably withheld or delayed.
- (f) The Developer indemnifies and agrees to keep indemnified the Minister (or his nominee) against all claims made against the Minister (or his nominee) as a result of any contamination that is required to be cleaned up by an Authority over the whole or any part of the Education Land but only in relation to contamination that existed on or before the date that the Education Land is transferred to the Minister (or his nominee).
- (g) The Developer must promptly comply, or procure compliance with, any requisitions raised by the Registrar-General in relation to the transfer of the Education Land.
- (h) The Developer will pay all rates and taxes owing in respect of the Education Land up to and including the date that the Developer delivers the form of transfer and certificates of title for the Education Land pursuant to clause 3.1(d) of this Schedule, after which time the Minister will be responsible for all rates and taxes in relation to the Education Land.

3.2 Compulsory acquisition

- (a) If the Developer does not procure the transfer the Education Land in accordance with clause 3.1(d) of this Schedule 4, the Developer agrees to procure the consent of the Land Owner to the Minister (or his nominee) compulsorily acquiring the Education Land in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991 (NSW)* for the amount of \$1.
- (b) The Land Owner and the Minister agree that:
 - (i) clause 3.2(a) of this Schedule 4 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 3.2(a) of this Schedule 4, 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.
- (c) If the Minister must pay compensation under Part 3 of the *Land Acquisition (Just Terms Compensation) Act 1991* to any person, other than the Land Owner, in accordance with the compulsory acquisition arrangements under clause 4.2 of this Schedule 4, the Land Owner must reimburse the amount of that compensation to the Minister on request.
- (d) The Developer indemnifies and agrees to keep indemnified the Minister (or his nominee) against all claims made against the Minister (or his nominee) as a result of any contamination that is required to be cleaned up by an Authority over the whole or any part of the Education Land but only in relation to contamination that existed on or before the date that the Education Land is acquired by the Minister (or his nominee).

3.3 Reimbursement of Minister's Costs

The Developer must procure that the Land Owner reimburse the Minister (or his nominee), promptly on demand, an amount equivalent to all reasonable costs incurred by the Minister (or his nominee) in acquiring the Education Land pursuant to clause 3.2 of this Schedule 4.

4 Electricity Substation Land

4.1 Transfer of Land

- (a) The Developer must (at its cost) prepare and register a Plan of Subdivision to create a separate lot for the Electricity Substation Land.
- (b) Prior to the creation of the 1st Urban Lot, the Developer will:
 - (i) procure the transfer of the Electricity Substation Land to Endeavour Energy for \$1; and
 - (ii) deliver to Endeavour Energy:
 - (A) a form of transfer in respect of the Electricity Substation Land executed by the Land Owner and in registrable form; and
 - (B) the certificates of title for the Electricity Substation Land, and must take any other necessary action (including paying stamp duty associated with the transfer or contract for sale unless otherwise agreed with Endeavour Energy) to give effect to the transfer of the title of the Electricity Substation Land to Endeavour Energy free of all encumbrances and affectations (including any charge or liability for rates, taxes and charges).
- (c) Notwithstanding clause 4.1(b)(ii) of this Schedule, upon transfer, the Electricity Substation Land will be free from any encumbrances other than service easements or such other encumbrances as agreed with the Minister and such agreement by the Minister must not be unreasonably withheld or delayed.
- (d) The Developer must promptly comply, or procure compliance with, any requisitions raised by the Registrar-General in relation to the transfer of the Electricity Substation Land and on request of the Developer, the Minister and Endeavour Energy must do all things reasonably necessary to assist the Developer to promptly comply with any of those requisitions, at the Developer's cost.
- (e) The Developer will pay all rates and taxes owing in respect of the Electricity Substation Land up to and including the date that the Developer delivers the a form of transfer and certificates of title for the Electricity Substation Land pursuant to clause 4.1(b) of this Schedule, after which time the Endeavour Energy will be responsible for all rates and taxes in relation to the Electricity Substation Land.
- (f) The Developer indemnifies and agrees to keep indemnified the Minister (or his nominee) against all claims made against the Minister (or his nominee) as a result of any contamination that is required to be cleaned up by an

Authority over the whole or any part of the Electricity Substation Land but only in relation to contamination that existed on or before the date that the Electricity Substation Land is transferred to Endeavour Energy.

4.2 Compulsory acquisition

- (a) If the Developer does not procure the transfer of the Electricity Substation Land in accordance with clause 4.1 of this Schedule 4, the Developer agrees to procure the consent of the Land Owner to the Minister (or his nominee) compulsorily acquiring the Electricity Substation Land in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW) for the amount of \$1.
- (b) The Developer warrants that the Land Owner agrees with the Minister that:
 - (i) clause 4.2(a) of this Schedule 4 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 4.2 (a) of this Schedule 4, 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.
- (c) If the Minister must pay compensation under Part 3 of the *Land Acquisition (Just Terms Compensation) Act 1991* to any person, other than the Land Owner, in accordance with the compulsory acquisition arrangements under clause 4.2 of this Schedule 4, the Land Owner must reimburse the amount of that compensation to the Minister on request.
- (d) The Developer indemnifies and agrees to keep indemnified the Minister (or his nominee) against all claims made against the Minister (or his nominee) as a result of any contamination that is required to be cleaned up by an Authority over the whole or any part of the Electricity Substation Land but only in relation to contamination that existed on or before the date that the Electricity Substation Land is acquired by the Minister (or his nominee).

4.3 Reimbursement of Minister's Costs

The Developer must procure that the Land Owner reimburse the Minister (or his nominee), promptly on demand, an amount equivalent to all reasonable costs incurred by the Minister (or his nominee) in acquiring the Electricity Substation Land pursuant to clause 4.2 of this Schedule 4.

5 Sydney Water Infrastructure Contribution

- (a) The Developer must:
 - (i) demonstrate to the Minister's reasonable satisfaction that it has used reasonable endeavours to enter into a Sydney Water Developer Works Deed with Sydney Water no later than 12 months of the date of this deed or such later date as agreed between the Developer and Sydney Water upon terms and conditions which each of Sydney Water and the Developer have

agreed in respect of the carrying out and completion of the Sydney Water Infrastructure Works; and

- (ii) achieve Practical Completion of the Sydney Water Infrastructure Works prior to the time specified in clause 1 of this Schedule 4.
- (b) The Developer must notify the Minister promptly following entry into a Sydney Water Developer Works Deed and provide the Minister with a copy of any such agreement.
- (c) The Developer must comply with the terms and conditions of the Sydney Water Works Agreement, including any requirement to provide security and achieve Practical Completion of the Sydney Water Infrastructure Works.

SCHEDULE 5

Guarantee and Indemnity (clause 5.1)

1 Application of Schedule 5 , clauses 2 - 6

Clauses 2-5 of this Schedule 5 apply to:

- (a) The Winten Entities prior to the Purchase Trigger Date except for the Residual Liabilities; and
- (b) The Stockland Entities after the Purchase Trigger Date apart from its obligation to dedicate the Electricity Substation Land where clauses 2-5 of this Schedule 5 will apply from the date of operation of this deed.
- (c) The references to "Guarantor" in clauses 2-5 of this Schedule 5 are to be construed accordingly.

2 Guarantee and Indemnity

- (a) The Guarantor unconditionally and irrevocably guarantees to the Minister the due performance, observance and fulfilment by the Developer of all the obligations to be performed, observed and fulfilled in this deed.
- (b) The Guarantor unconditionally and irrevocably indemnifies the Minister and agrees at all times to keep the Minister indemnified from and against all liability, damages, costs, losses and expenses (**Loss**) which the Minister may suffer or incur directly or indirectly in rectifying any default by the Developer under this deed excluding any Loss caused by or contributed to by the Minister or any consequential losses.

3 Principal Obligation

The Guarantee and Indemnity provided constitutes a principal obligation and a continuing security and shall not be considered as wholly or partially satisfied or discharged by the payment at any time or times hereafter of any sum or sums of money for the time being due to the Minister under this deed or by any settlement of account or any other matter or thing whatsoever but shall extend to cover and be security for all sums of money at any time due to the Minister notwithstanding any special payment, settlement of account or other matter or thing whatsoever.

4 Enforcement

- (a) This Guarantee and Indemnity provided under this Schedule 5 may be enforced by the Minister against the Guarantor without first taking any action or proceedings against the Developer.
- (b) The liability of the Guarantor under this Schedule 5 shall not be affected by the granting of time or other indulgence or concession to the Developer or by the compounding, compromise, release, abandonment, waiver, variation, relinquishment or renewal of any of the rights of the Developer against the Developer or by any neglect or omission to enforce such rights or by the liquidation of the Developer or by any other act, matter or thing which under the law relating to sureties would or might but for this provision release the Guarantor from its obligations under this Schedule 5 or any part thereof other than a release or discharge granted by the Minister under clause 2(f) or clause 3.1(d) of Schedule 4.

5 Guarantor Warranty

The Guarantor represents and warrants that:

- (a) it has the necessary authorisations to provide the Guarantee and Indemnity, observe its obligations under the Guarantee and Indemnity and allow the Guarantee and Indemnity to be enforced; and
- (b) entry into this deed and the provision of the Guarantee and Indemnity does not contravene its constitution, any law or any other obligation by which it or any of its directors or officers are bound, limit its powers or exceed the powers of its directors or officers.

6 Survival of Guarantee and Indemnity

- (a) The Guarantee and Indemnity given by the Stockland Guarantor shall continue and shall remain in full force until the earlier of the date:
 - (i) the Stockland Entities having fully performed their obligations to the satisfaction of the Minister under this deed; or
 - (ii) the Stockland Entities assigning or novating their obligations under clause 10; or
 - (iii) the Stockland Entities transfer the whole or any part of the Land to any Authority or the Minister under this deed, or to any of the Winten Entities or to any third party, but only in relation to the relevant Land transferred; or
 - (iv) this deed coming to an end under clause 13.
- (b) The Guarantee and Indemnity given by the Winten Guarantor shall continue and shall remain in full force until the earlier of the date:
 - (i) the Purchase Trigger Date, except in relation to any Residual Liabilities; or
 - (ii) the Winten Entities having fully performed its obligations to the satisfaction of the Minister under this deed; or
 - (iii) the Winten Entities assigning or novating their obligations under clause 10; or
 - (iv) this deed coming to an end under clause 13.

SCHEDULE 6

SIC Discharge Amounts

1 ROAD IMPROVEMENT SIC DISCHARGE AMOUNTS

1.1 Road Improvement SIC Discharge

- (a) The Minister agrees to accept the performance of the Road Improvement Works in full or partial discharge of the Developer's (or nominee's) liability to make a Special Infrastructure Contribution imposed under any Development Consent(s) granted to the Developer (or nominee) in relation to:
- (i) the Land; or
 - (ii) any other development undertaken by the Developer (or nominee) within the Growth Centres.
- (b) If the Developer seeks a full discharge under this clause, the Minister must be satisfied that there is sufficient credit to give that full discharge as calculated in accordance with this clause 1.
- (c) In respect of the Road Improvement Works, the SIC Discharge Amount represents the value allocated to the Road Improvement Works and will be calculated by reference to the Actual Cost of the Road Improvement Works.

1.2 Works Milestones

Works Milestone	Description
First Milestone	Practical Completion of Stage 1A Road Works
Second Milestone	Practical Completion of Stage 1B Road Works
Third Milestone	Practical Completion of Stage 2 Road Works

1.3 Attainment of Works Milestones relating to the Road Work

- (a) If the Developer considers that it has achieved a Works Milestone, the Developer will forward the following to the Minister:
- (i) a written notice from the Developer to the Minister notifying the Minister that the Developer has achieved the Works Milestone specified in the notice (**Milestone Notice**);
 - (ii) a certificate signed by an authorised officer of the Developer confirming that the Developer has paid the amount specified in that certificate to the third party contractor for work performed under the Construction Contract in respect of the Road Improvement

Works (or in the case of the final Milestone Notice, a certificate from the RMS confirming that the Road Improvement Work have achieved Practical Completion); and

- (iii) such other supporting documentation as is reasonably necessary for the Minister to determine whether that Works Milestone has been achieved.
- (b) The Developer must promptly provide any additional information reasonably requested by the Minister in relation to the Works Milestone.
- (c) The Minister will, within 20 Business Days of receiving the Milestone Notice and all the certificates and information required under clause 3.3(a), determine whether the Works Milestone specified in the Milestone Notice has been achieved.
- (d) If the Minister, acting reasonably, is satisfied that the Works Milestone has been achieved, the Minister must:
 - (i) accept that portion of the Road Improvement Work undertaken that is directly referable to the Milestone in lieu of the Developer paying a Special Infrastructure Contribution up to the SIC Discharge Amount for that Works Milestone; and
 - (ii) in respect of each Works Milestone achieved, promptly issue a certificate to the Developer (or nominee) which will set out the SIC Discharge Amount that has been credited for that Works Milestone.
- (e) If the Minister, acting reasonably, is not satisfied that the Works Milestone has been achieved, the Minister will notify the Developer and provide an explanation as to why he or she considered that the Works Milestone had not been achieved and, if applicable, provide details of:
 - (i) any additional work or tasks which must be undertaken; and/or
 - (ii) any information or documents which must be provided,

by the Developer, in order to achieve the Works Milestone. The Developer may, after taking into account the Minister's explanation and undertaking the work or providing the information or documents required, re-submit a Milestone Notice together with any necessary documentation and subclauses (c) and (d) of this clause 1.3 will apply.

2 EDUCATION LAND CONTRIBUTION SIC DISCHARGE AMOUNT

2.1 Education Land Contribution SIC Discharge

- (a) The Minister agrees to accept the Education Land Contribution in full or partial discharge of the Developer's (or nominee's) liability to make a Special Infrastructure Contribution imposed under any Development Consent(s) granted to the Developer or its nominee in relation to:
 - (i) the Land; or

- (ii) any other development undertaken by the Developer (or nominee) within the Growth Centres.
- (b) If the Developer seeks a full discharge under this clause, the Minister must be satisfied that there is sufficient credit to give that full discharge as calculated in accordance with this clause 2.

2.2 Education Land

In respect of the Education Land, the SIC Discharge Amount will equal the market value of the Education Land calculated in accordance with clause 2.3 of this Schedule.

2.3 Valuation of Education Land

- (a) Prior to the date of the dedication of the Education Land, the Minister and the Developer must each appoint a valuer who:
 - (i) is a registered valuer under the *Valuers Act 2003 (NSW)* and is not restricted under that Act from valuing the Education Land;
 - (ii) is both an Associate (or a Fellow) Member and a Certified Practising Valuer of the Australian Property Institute (Inc) NSW Division;
 - (iii) is then practising as a valuer;
 - (iv) is independent and not related to any party to this deed;
 - (v) has at least 5 years experience in valuations; and
 - (vi) has a practical understanding of the development and planning process to prepare a valuation for the Education Land,

(the **Valuer**).
- (b) Each Valuer must prepare a valuation in accordance with this clause 2:3.
- (c) Any valuation provided by each Valuer must comply with the following:
 - (i) The valuation report prepared by the Valuer must confirm that the Valuer satisfies each of the requirements set out in clause 2.3(a).
 - (ii) The Valuer is required to determine the market value of the Education Land, each a freehold lot with vacant possession as at the date of inspection.
 - (iii) The Valuer must, in determining the market value of the Education Land in clause 2.3(c)(ii), assume that each parcel of the subject land:
 - (A) is free of all encumbrances;
 - (B) is or can be fully serviced to its boundary;

- (C) is an individual lot suitable in size, but no larger than the size necessary, for the permissible uses as contemplated by the Approvals applying to it;
 - (D) has appropriate public road frontage and access; and
 - (E) is capable of being developed for its intended use as contemplated under the Approvals applying to it without reliance on the implementation of any additional public infrastructure external to the site.
- (iv) The Valuer must, in determining the market value of the Education Land, comply with the applicable Practice Standards and Guidance Notes for such valuations as published from time to time by the Australian Property Institute (NSW Division), except where such standards and guidelines conflict with this clause 2.3 in which case this clause 2.3 prevails.
- (v) The market value of the Education Land must have regard to the highest and best use of each site consistent with its permissible use.
- (vi) The Valuer must provide a comprehensive valuation report which shall include the following matters:
- (A) confirmation of instructions;
 - (B) identification of the subject land being valued;
 - (C) date of inspection and valuation;
 - (D) registered proprietor;
 - (E) legal description of the subject land including the certificate of title folio identifier and reference to any easements, rights of way, covenants, caveats and/or other encumbrances on title, and comment on the effect, if any, of such encumbrances;
 - (F) services and amenities;
 - (G) site identification;
 - (H) location description, including any external factors that influence the desirability of the Education Land, either positively or negatively for the permitted use;
 - (I) zoning and town planning considerations;
 - (J) a detailed explanation of the valuation methodologies adopted including all calculations and workings;
 - (K) details of relevant comparable sales and rental evidence appropriately analysed to support the valuation and the relativity of comparable sales must be fully explained; and
 - (L) the valuation amount.

- (d) In the event that no less than two of the comparable sales analysed cannot reasonably be considered as being directly comparable (in terms of, but not restricted to, date of sale, size, development capability, zoning and physical and ecological constraints etc) then each Valuer must undertake a feasibility or residual land value approach to the valuation.
- (e) In the event that the valuations vary by less than 10%, the average of the valuation amounts shall be adopted as the value for the subject land.
- (f) In the event that the valuations vary by more than 10%, then the Valuers shall meet to compare the valuations and attempt to find common ground (whether this be mutual agreement on value or, at the very least, agreement as to certain valuation drivers, methodologies or inputs). Following this meeting, the Valuers shall review their valuations. If the valuations continue to vary by more than 10%, the valuation to apply to the subject land will be determined by a further Valuer appointed by the President of the Australian Property Institute (NSW Division). That further Valuer shall act as an expert and not as an arbitrator whose decision is final and binding, in the absence of manifest error. The Developer and the Minister must pay the costs associated with any valuer appointed for this purpose in equal proportions.

2.4 Education Land Contribution SIC Discharge Amount

Upon the transfer of the Education Land to the Minister in accordance with clause 3 of Schedule 4 the Minister must, within 5 Business Days, issue a certificate to the Developer stating the SIC Discharge Amount that has been credited to the Education Land Contribution, being the value of the Education Land calculated in accordance with clause 2.3 of this Schedule.

3 RESIDUAL SIC DISCHARGE AMOUNTS

To the extent that a SIC Discharge Amount for the Road Improvement Works or the Education Land Contribution exceeds any Special Infrastructure Contribution otherwise payable by the Developer (or its nominee) at the time that the credit is created, the Minister will issue a certificate to the Developer setting out that residual SIC Discharge Amount which may be held for the Developer for future use.

SCHEDULE 7

Bank Guarantees (clause 5.2)

1 Bank Guarantees

- (a) Winten (14) undertakes to provide the Bank Guarantees in order to secure the payment and performance of each Contribution in the manner set out in the table below.
- (b) The Minister has agreed to:
- (i) accept the Bank Guarantees as security for the payment and performance of each relevant Contribution; and
 - (ii) return the Bank Guarantees to the Developer upon certain Trigger Events,

in the manner set out in the table below (**Table**).

Bank Guarantee	Value	Date to be provided by Developer	Trigger Event
1. Stage 1A Road Works Stage 1B Road Works	\$1,740,000	Prior to the issue of a Subdivision Certificate or Strata Certificate (as the case may be) for the creation of the 800 th Urban Lot or 20 June 2018 whichever is the earliest	Upon the date that the Minister is satisfied that the Road Works Agreement has been entered into for the Stage 1B Road Works
2. Stage 2 Road Works	\$1,300,000	Prior to the issue of a Subdivision Certificate or Strata Certificate (as the case may be) for the creation of the 800 th Urban Lot or 20 June 2018 whichever is the earliest	Upon the date that the Minister is satisfied that the Road Works Agreement has been entered into
3. Sydney Water Infrastructure Works	\$300,000	Prior to the issue of any Construction Certificate for subdivision works in relation to the Land	Upon the date that the Minister is satisfied that the Sydney Water Developer Works Deed has been executed

- (c) Each Bank Guarantee 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.

2 **Winten (14) to provide Bank Guarantees**

- (a) On the times specified in clause 1 of this Schedule 7, Winten (14) will provide security to the Minister in the form of 3 Bank Guarantees for the values specified in column 2 in the Table.
- (b) 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:
 - (i) call upon a Bank Guarantee where Winten (14) has failed to pay or perform the relevant Contribution for which the Bank Guarantee has been provided by the date for payment or performance of that Contribution under this deed; and
 - (ii) retain and apply such monies towards the costs and expenses incurred by the Minister in rectifying that default by Winten (14) under this deed.
- (b) Prior to calling upon a Bank Guarantee the Minister must give Winten (14) not less than 10 Business Days written notice.
- (c) 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 Winten (14) under this deed; and
 - (iii) has notified Winten (14) of the call upon the Bank Guarantees in accordance with clause 3(b) of this Schedule 7,

then Winten (14) 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 Base Bank Guarantees**

If the monies secured by the Bank Guarantees have not been expended and the monies accounted for in accordance with clause 3 of this Schedule 7, then the Minister will promptly return each Bank Guarantee to Winten (14) on each corresponding Trigger Event shown in the Table.

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

LEAH JANE SCHRAMM
Name of Witness in full

BRADLEY RONALD HAZZARD
Minister for Planning and Infrastructure

Signed sealed and delivered by Woorong)
Park Pty Limited ACN 094 493 428 in)
accordance with section 127 of the)
Corporations Act)


.....
Signature of Director


Signature of Director/Secretary
SOLE

.....
Name of Director

CARLY ROTHWELL
Name of Director/Secretary
SOLE

Signed sealed and delivered by)
Winten Developments Pty Limited)
ACN 003 513 219 in accordance with)
section 127 of the Corporations Act)


Signature of Director


Signature of Director/Secretary


CARLY ROTHWELL
Name of Director


MICHAEL MILLIKEN
Name of Director/Secretary

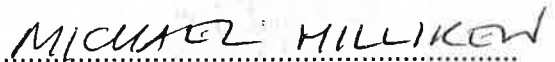
Signed sealed and delivered by)
Winten (14) Pty Limited ACN 092 479 626)
in accordance with section 127 of the)
Corporations Act)



Signature of Director


Name of Director


Signature of Director/Secretary


Name of Director/Secretary

Executed by Stockland Development)
Pty Limited ACN 000 064 835 by its)
attorney pursuant to power of attorney)
registered Book)
No who states that no notice)
of revocation of the power of attorney has)
been received in the presence of:)

.....
Witness

.....
Name of Witness (print)

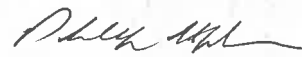

Attorney

.....
Name of Attorney (print)

Executed by Stockland Corporation Ltd)
ACN 000 181 733 by its attorney pursuant)
to power of attorney registered)
Book No who)
states that no notice of revocation of the)
power of attorney has been received in the)
presence of:)

.....
Witness

.....
Name of Witness (print)


Attorney

.....
Name of Attorney (print)

ANNEXURE A
Road Works Plan

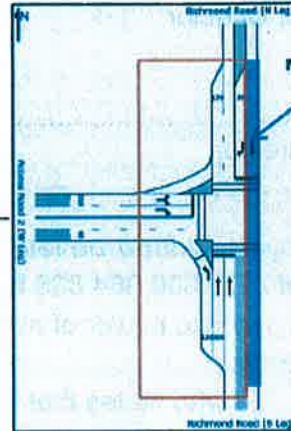
Stage 1A



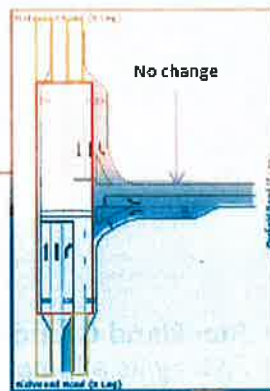
Access Rd 2

Garfield Rd

Vine St



Ultimate northbound carriageway and Access Road 2 intersection works only



Temporary augmentation works only

Legend

- Works required for current Stage
- Works completed in previous Stage

[Handwritten signatures]

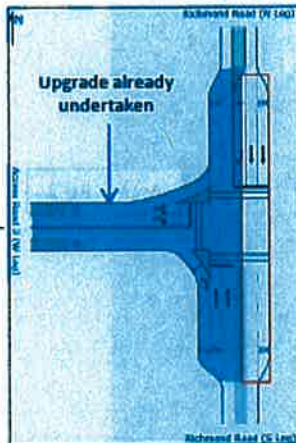
Stage 1B



Access Rd 2

Garfield Rd

Vine St



Ultimate southbound carriageway with ultimate configuration of Access Road 2 intersection

Upgrade already undertaken

Legend

- Works required for current Stage
- Works completed in previous Stage

Stage 2



Access Rd 2

Upgrade already undertaken

Two lanes in each direction on Richmond Road

Garfield Rd

Upgrade already undertaken

Vine St

Legend

— Works required for current Stage

- - - Works completed in previous Stage

ANNEXURE B

Education Land and Electricity Substation Land



MARSDEN PARK PRECINCT
Education Land and Electricity Substation Land

MARSDEN PARK PRECINCT MASTER PLANNING
EDUCATION LAND AND ELECTRICITY SUBSTATION LAND

VERSION: 9 REVISION: 1
30 APRIL 2013

AECOM
LEVEL 22, 420 GEORGE STREET, SYDNEY, NSW 2000 T 02 8934 0000 F 02 8934 0001

Handwritten signatures and initials in blue and black ink.