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The Minister for Planning

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Goodman Property Services (Aust) Pty Limited

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The Trust Company Limited as custodian for the  
Carter Street Trust

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Tallina Pty Ltd as trustee for the Carter Street Trust

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JQZ Ten Pty Ltd

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# Deed of Novation for Planning Agreement

Contribution Area 2

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Date

15 MAY 2017

## Parties



**The Minister for Planning** ABN 38 755 709 681 of Level 15, 52 Martin Place, Sydney NSW 2000 (**Minister**)

**Goodman Property Services (Aust) Pty Limited** ABN 40 088 981 793 of Level 17, 60 Castlereagh Street, Sydney NSW 2000 (**Developer**)

**The Trust Company Limited** ABN 59 004 027 749 as custodian for the Carter Street Trust ABN 12 909 843 665 (**First Landowner**)

**Tallina Pty Ltd** ACN 090 716 895 as trustee for the Carter Street Trust ABN 12 909 843 665 (**First Trustee**)

**JQZ Ten Pty Ltd** ACN 606 576 274 as trustee for the JQZ Ten Unit Trust ABN 12 913 727 of Level 11, 1 Margaret Street Sydney NSW 2000 (**New Party**)

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## Background

- A The Minister, the Developer, the First Landowner, the Second Landowner, the Third Landowner, the First Trustee, the Second Trustee and the Third Trustee were the Original Parties to the Planning Agreement.
- B The Planning Agreement relates to the whole of the Land.
- C The First Landowner and First Trustee have entered into the Dealing with the New Party in relation to the Transfer Land.
- D The Developer, the First Landowner and the First Trustee wish to novate the Required Obligations, being their obligations under the Planning Agreement which relate to the Transfer Land, to the New Party.

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## Agreed terms

### 1 Definitions

In this document these terms have the following meanings:

<b>Dealing</b>	Sale of the Transfer Land to the New Party pursuant to the contract for sale dated 22 December 2016 between the First Landowner and the New Party.
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<b>Effective Date</b>	The date of completion of the Dealing.
<b>GST</b>	Has the same meaning as in the GST Law.
<b>GST Law</b>	Has the meaning given to that term in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and any other Act or regulation relating to the imposition or administration of the GST.
<b>Original Parties</b>	The Minister, the Developer, the First Landowner, the Second Landowner, the Third Landowner, the First Trustee, the Second Trustee and the Third Trustee.
<b>Planning Agreement</b>	The planning agreement dated 18 November 2015 and made between the Minister, the Developer, the First Landowner, the Second Landowner, the Third Landowner, the First Trustee, the Second Trustee and the Third Trustee.
<b>Required Obligations</b>	<p>All of the Developer's, First Landowner's and First Trustee's obligations under the Planning Agreement which relate to the Transfer Land, including:</p> <ul style="list-style-type: none"><li>(a) provision of a Bank Guarantee in accordance with clause 3 of this document, in substitution for any Bank Guarantee(s) required to be provided by the Developer and the First Landowner pursuant to clause 13.2(l)(iii) and clause 1.2(a) of Schedule 4 of the Planning Agreement; and</li><li>(b) provision of all Development Contributions in respect of Contribution Area 2 in accordance with clause 2 of Schedule 3 of the Planning Agreement,</li></ul> <p>along with the additional obligations under this document.</p>
<b>Transfer Land</b>	Contribution Area 2 which now comprises Folio Identifier 11/1217641, being that part of the Land subject to the Dealing.

## 2 Novation

### 2.1 Original Agreement

Subject to clause 2.2 and with effect from the Effective Date:

- (a) the New Party is substituted for the Developer, the First Landowner and the First Trustee as a party to the Planning Agreement;
- (b) the New Party will be required to perform the Required Obligations in accordance with the Planning Agreement; and

- (c) the Developer and the First Landowner and First Trustee are released and discharged from the Required Obligations, and from all claims (whether for costs, damages, fees, expenses or otherwise) relating to the Required Obligations.

## **2.2 Reference in Original Agreement**

All references to the Developer and the First Landowner and First Trustee in the Planning Agreement which relate to the Required Obligations are to be construed as references to the New Party.

## **2.3 Address for notices**

The Minister must address all notices and communications to be given or made by it and which relate to the Required Obligations, to the New Party under the Planning Agreement to the following address:

### **New Party:**

Address: Retail 24 & 25, 1 Nipper Street, Homebush NSW 2140  
Fax: 02 9745 2666  
Contact Person: Yi Zhou  
Email: [yi.zhou@jqz.com.au](mailto:yi.zhou@jqz.com.au)

## **3 Additional security**

- (a) On the Effective Date the New Party must provide to the Minister security in the form of a Bank Guarantee in the amount of \$200,000, in order to exercise enforcement rights to secure the payment of the Contribution Amount relating to Contribution Area 2.
- (b) Subject to clause 3(c), the provisions of Schedule 4 of the Planning Agreement apply to the Bank Guarantee provided under clause 3(a).
- (c) The Bank Guarantee referred to in clause 3(a) is to be provided in relation to Contribution Area 2 in lieu of the Bank Guarantee required to be provided for Contribution Area 2 under clause 1.2(a) of Schedule 4 of the Planning Agreement. On provision of the Bank Guarantee referred to in clause 3(a), the Bank Guarantee provided for Contribution Area 2 under clause 1.2(a) of Schedule 4 of the Planning Agreement will be released in accordance with clause 1.4 of Schedule 4 of the Planning Agreement.

## **4 Affirmation of the Planning Agreement**

- (a) The Planning Agreement will be read and construed subject to this document, and in all other respects the provisions of the Planning Agreement are ratified and confirmed, and, subject to the variation and novation contained in this document, the Planning Agreement will continue in full force and effect.

- (b) For the avoidance of doubt, nothing in this document is to be read or construed as constituting a waiver of any right or remedy of the Minister:
    - (i) under the Planning Agreement; or
    - (i) in relation to the creation of:
      - (A) the Contribution Areas in accordance with the Plan; or
      - (B) road lots, including the strip of land between the Contribution Areas shown on the Plan,
- by the parties to this document and the Planning Agreement.

## 5 Indemnities

- (a) The New Party indemnifies the Developer and the First Landowner and First Trustee on demand against all liabilities, claims, damages and loss which the Developer and First Landowner and First Trustee suffer or incur in relation to the Required Obligations, including those which arise or relate to acts or omissions occurring on or after the Effective Date.
- (b) The New Party indemnifies the Minister in respect of any breach of the Planning Agreement in respect of the Transfer Land by the Developer and First Landowner and First Trustee on demand, including those which arise or relate to breaches in respect of the Transfer Land occurring on or after the Effective Date.

## 6 Warranties and representations

### 6.1 Warranties

Each party represents and warrants that, at the time of execution, and at the Effective Date:

- (a) it has capacity unconditionally to execute, deliver and comply with its obligations under this document;
- (b) it has taken all necessary action to authorise the unconditional execution and delivery of, and the compliance with, its obligations under this document;
- (c) this document is a valid and legally binding obligation and is enforceable against it by each other party in accordance with its terms; and
- (d) its unconditional execution and delivery of, and compliance with its obligations under, this document do not contravene:
  - (i) any law or directive from a government entity;
  - (ii) its constituent documents;
  - (iii) any agreement or instrument to which it is a party; or
  - (iv) any obligation of it to any other person.

## 6.2 Survival of warranties

The warranties and representations in clause 6.1 survive the execution of this document and the novation of the Planning Agreement.

# 7 Limitation of liability for the Carter Street Trust

The provisions of this clause 7 apply despite anything to the contrary in this document.

## 7.1 Definitions

In this clause 7:

- (a) **Assets** includes all assets, property and rights, real and personal, of any value whatsoever, of the Trust.
- (b) **Constitution** means the constitution of the Trust as amended from time to time.
- (c) **Custody Agreement** means the Carter Street Custody Agreement dated 11 February 2002.
- (d) **Obligations** means all obligations and liabilities of whatever kind undertaken or incurred by, or devolving upon, the First Landowner under or in respect of this document.
- (e) **Tallina** means Tallina Pty Ltd ACN 090 716 895.
- (f) **Trust** means the Carter Street Trust ABN 12 909 843 665.
- (g) **Trustee** means the entity from time to time acting in the Trustee's Capacity, which on the making of this document is Tallina.
- (h) **Trustee's Capacity** means the capacity in which the Trustee enters into this document, being as trustee of the Trust.

## 7.2 Limitation of the First Landowner's Liability

- (a) The First Landowner enters into this document as custodian for the Trust and in no other capacity.
- (b) The parties other than the First Landowner acknowledge that the Obligations are incurred by the First Landowner solely in its capacity as custodian of the Assets and that the First Landowner will cease to have any Obligation under this document if the First Landowner ceases for any reason to be owner of the Assets.
- (c) The First Landowner will not be liable to pay or satisfy any Obligations except to the extent to which it is indemnified or entitled to be indemnified:
  - (i) by the Trustee; or

- (ii) out of the Assets in respect of any liability incurred by it.
- (d) The parties other than the First Landowner may enforce their rights against the First Landowner arising from non-performance of the Obligations only to the extent of the First Landowner indemnities referred to in clause 7.2(c).
- (e) Subject to clause 7.2(e)(i), if any party other than the First Landowner does not recover all money owing to it arising from non-performance of the Obligations it may not seek to recover the shortfall by:
  - (i) bringing proceedings against the First Landowner in its personal capacity; or
  - (ii) applying to have the First Landowner wound up or proving in the winding up of the First Landowner.
- (f) The provisions of this clause 7.2 do not apply to any obligation or liability of the First Landowner to the extent that it is not satisfied because, under the Custody Agreement or by operation of law, there is a reduction in the extent of the First Landowner's indemnification from the Trustee or out of the Assets as a result of the First Landowner's fraud, negligence or breach of duty.
- (g) Except in the case of and to the extent of fraud, negligence or breach of duty on the part of the First Landowner under its custody agreement with the Trustee, the parties other than the First Landowner waive their rights and release the First Landowner from any personal liability whatsoever, in respect of any Loss or damage which they may suffer as a result of any:
  - (i) breach by the First Landowner of any of its Obligations; or
  - (ii) non-performance by the First Landowner of the Obligations but only to the extent to which the liability cannot be paid or satisfied by the indemnities set out above in clause 7.2(c) in respect of any liability incurred by it.

The parties other than The First Landowner acknowledge that the whole of this document is subject to this clause.

- (h) The parties acknowledge that the Trustee is responsible under the Constitution for performing a variety of obligations relating to the Trust, including under this document. The parties agree that no act or omission of the First Landowner (including any related failure to satisfy any Obligations) will constitute fraud, negligence or breach of duty of the First Landowner for the purposes of clause 7.2(e)(i) to the extent to which the act or omission was caused or contributed to by any failure of the Trustee or any other person to fulfil its obligations relating to the Trust or by any other act or omission of the Trustee or any other person.
- (i) No attorney, agent or other person appointed in accordance with this document has authority to act on behalf of the First Landowner in a way

which exposes the First Landowner to any personal liability and no act or omission of such a person will be considered fraud, negligence or breach of duty of the First Landowner for the purposes of clause 7.2(e)(i).

### **7.3 Limitation of Trustee's Liability**

#### **(a) Capacity**

The Trustee's liability under this document is limited to the Trustee's Capacity and the Trustee is not liable in any other capacity.

#### **(b) Limitation**

Subject to clause 7.3(d), the liability of the Trustee in respect of any cause of action, Claim or Loss arising:

- (i) under or in connection with this document;
- (ii) in connection with any transaction, conduct or any other agreement contemplated by this document; or
- (iii) under or in connection with (to the extent permitted by law) any representation or undertaking given or to be given in connection with this document,

(each, a **Trust Claim**) and the right of each party other than the Trustee to recover from the Trustee any amount in respect of any (and all) Trust Claims is limited to a right to recover an amount not exceeding the amount which the Trustee is entitled and able to recover from the Assets (after taking account of the costs of exercising its right of indemnity or exoneration) and if, after exercise of those rights, any such amount remains outstanding, no further Trust Claim may be made against the Trustee personally in respect of that outstanding amount.

#### **(c) Acknowledgment of limitations**

The parties other than the Trustee agree and acknowledge that they must not, in respect of any Trust Claim:

- (i) subject to clause 7.3(d), bring proceedings against the Trustee in its personal capacity;
- (ii) seek to appoint an administrator or liquidator to the Trustee;
- (iii) commence the winding-up, dissolution or administration of the Trustee; or
- (iv) appoint a receiver, receiver and manager, administrative receiver or similar official to all or any of the assets of the Trustee,

except to the extent that the steps taken affect any Assets or the Trustee's right of recourse against, and indemnity from, the Assets and nothing else.

#### **(d) Exception**

If the Trustee acts negligently, fraudulently, with wilful misconduct or in breach of trust with a result that:

- (i) the Trustee's right of indemnity, exoneration or recoupment of the Assets; or
- (ii) the actual amount recoverable by the Trustee in exercise of those rights,

is reduced in whole or in part or does not exist, then to the extent that such right or the amount so recoverable is reduced or does not exist, the Trustee will be personally liable.

## 8 Trustee's representations and warranties

### 8.1 Definitions

In this clause 8:

- (a) **Assets** includes all assets, property and rights, real and personal, of any value whatsoever, of the Trust.
- (b) **Beneficiaries** means the beneficiaries of the Trust.
- (c) **Custody Agreement** means the Carter Street Custody Agreement dated 11 February 2002.
- (d) **Obligations** means all obligations and liabilities of whatever kind undertaken or incurred by, or devolving upon, the First Landowner under or in respect of this document.
- (e) **Trust** means the Carter Street Trust ABN 12 909 843 665.
- (f) **Trust Deed** means the Carter Street Trust Constitution dated 11 February 2002 between the Trustee and the relevant unit holders.
- (g) **Trustee** means the entity from time to time acting in the Trustee's Capacity, which on the making of this document is Tallina Pty Ltd.
- (h) **Trustee's Capacity** means the capacity in which the Trustee enters into this document, being as trustee of the Trust.
- (i) **Trustee Documents** means this document and any documents created under or in connection with this document.

### 8.2 The Trustee's representations and warranties

The Trustee represents and warrants to the Minister that:

- (a) **powers of Trustee and custodian:**
  - (i) the Trustee has power as trustee of the Trust to execute the Trustee Documents; and
  - (ii) the First Landowner has power as custodian of the Trust to execute the Trustee Documents;

- (b) **due performance:** in executing the Trustee Documents, the Trustee and its representatives have properly performed their obligations to the Beneficiaries;
- (c) **Trustee action taken:** all necessary action required by the Trust Deed and the Custody Agreement to authorise the unconditional execution and delivery of, and compliance with the Trustee's obligations under, the Trustee Documents has been taken;
- (d) **custodian action taken:** all necessary action required by the Trust Deed and the Custody Agreement to authorise the unconditional execution and delivery of, and compliance with the First Landowner's obligations under, the Trustee Documents has been taken;
- (e) **Trustee instructions** the Trustee will give all necessary instructions to the First Landowner to enable the First Landowner to execute and deliver, and comply with all of its obligations under, the Trustee Documents;
- (f) **sole Trustee and custodian:**
  - (i) the Trustee is the only trustee of the Trust; and
  - (ii) the First Landowner is the only custodian of the Trust;
- (g) **no removal of Trustee:** no action has been taken to remove the Trustee as trustee of the Trust or to appoint an additional trustee of the Trust;
- (h) **no removal of custodian:** no action has been taken to remove the First Landowner as custodian of the Trust or to appoint any additional custodian of the Trust;
- (i) **Trustee's right of indemnity:**
  - (i) the Trustee has a right to be fully indemnified out of the Assets;
  - (ii) the Trustee has not released or disposed of the Trustee's equitable lien over the Assets which secures that indemnity;
  - (iii) the Trustee has not committed any breach of trust or done or omitted to do anything which has prejudiced or limited its rights of indemnity or equitable lien; and
  - (iv) the Assets are sufficient to satisfy that indemnity;
- (j) **custodian's right of indemnity:**
  - (i) the First Landowner has a right to be fully indemnified from the Assets and by the Trustee for all liabilities under the Trustee Documents;
  - (ii) the First Landowner has not released or disposed of the First Landowner's equitable lien over the Assets which secures that indemnity;

- (iii) the First Landowner has not committed any breach of the Custody Agreement or done or omitted to do anything which has prejudiced or limited its rights of indemnity or equitable lien; and
  - (iv) the Assets are sufficient to satisfy that indemnity;
- (k) **no default:**
  - (i) the Trustee has not defaulted in the performance and observance of its obligations as trustee of the Trust; and
  - (ii) so far as the Trustee is aware, the First Landowner has not defaulted in the performance and observance of its obligations as custodian of the Trust or under the Custody Agreement so far as the Trustee is aware, the First Landowner has not defaulted in the performance and observance of its obligations as custodian of the Trust or under the Custody Agreement;
- (l) **Trust or Custody Agreement not terminated:** no action has been taken or, so far as the Trustee is aware, is contemplated to terminate the Trust or the Custody Agreement;
- (m) **full disclosure:** the Trustee has disclosed to the Minister full particulars of the Trust, the Custody Agreement and any other trust or fiduciary relationship affecting the Assets and, without limitation, has given to the Minister copies of any instruments creating or evidencing the Trust and the Custody Agreement;
- (n) **Trust duly constituted:** the Trust is duly constituted and is not void, voidable or otherwise unenforceable;
- (o) **custodian duly appointed:** the First Landowner has been duly appointed as custodian of the Trust;
- (p) **capacity of Trustee:** the Trustee:
  - (i) is duly incorporated in accordance with the laws of its place of incorporation as stated in this document, validly exists under those laws and has the capacity to sue and be sued in its own name, to own property and to act as trustee of the Trust; and
  - (ii) is not insolvent.

### 8.3 Trustee's additional obligations

- (a) The Trustee must:
  - (i) ensure the Assets are not mixed with any other property;
  - (ii) comply with the Trustee's obligations as trustee of the Trust;
  - (iii) not release, dispose of or otherwise prejudice the Trustee's right of indemnity against, and equitable lien over, the Assets and the Trustee's right of indemnity (if any) against the Beneficiaries;

- (iv) at the Minister's request, exercise the Trustee's right of indemnity against, and equitable lien over, the Assets and the Trustee's right of indemnity (if any) against the Beneficiaries; and
  - (v) not, without obtaining the Minister's prior written approval:
    - (A) terminate the Trust;
    - (B) resettlement the Assets; or
    - (C) vary the terms of the Trust if to do so would adversely affect the Trustee's right of indemnity against, or equitable lien over, the Assets or the Trustee's right of indemnity (if any) against the Beneficiaries.
- (b) The Trustee covenants that it will not retire or be replaced as trustee of the Trust unless:
  - (i) another entity has been appointed in its place for the Trust;
  - (ii) the new entity agrees to be bound by the Trustee Documents, the Trust Deed and the Custody Agreement as trustee for the relevant parcel of Land; and
  - (iii) unless the new entity is a Developer-Related Entity, the Trustee obtains the Minister's prior written consent, which must not be unreasonably withheld, to the appointment of the new entity.

#### 8.4 The First Landowner's representations and warranties

The First Landowner represents and warrants to the Minister that:

- (a) **custodian's power:** the First Landowner has power as custodian of the Trust to execute the Trustee Documents;
- (b) **due performance:** in executing the Trustee Documents, the First Landowner and its representatives have properly performed their obligations to the Beneficiaries and Trustee;
- (c) **custodian action taken:** all necessary action required by the Trust Deed and the Custody Agreement to authorise the unconditional execution and delivery of, and compliance with the First Landowner's obligations under, the Trustee Documents has been taken;
- (d) **no removal of custodian:** so far as the First Landowner is aware, no action has been taken to remove the First Landowner as custodian of the Trust or to appoint an additional custodian of the Trust;
- (e) **custodian duly appointed:** the First Landowner has been duly appointed as custodian of the Trust;
- (f) **capacity of custodian:** the First Landowner:
  - (i) is duly incorporated in accordance with the laws of its place of incorporation as stated in this document, validly exists under those laws and has the capacity to sue and be sued in its own name, to own property and to act as custodian of the Trust; and

- (ii) is not insolvent.

## **8.5 The First Landowner's additional obligations**

- (a) The First Landowner must:
  - (i) ensure the Assets are not mixed with any other property;
  - (ii) comply with the its obligations under the Custody Agreements as custodian of the Trust;
  - (iii) not release, dispose of or otherwise prejudice the First Landowner's right of indemnity against, and equitable lien over, the Assets and the First Landowner's right of indemnity (if any) against the Beneficiaries;
  - (iv) at the Minister's request, exercise the First Landowner's right of indemnity against, and equitable lien over, the Assets and the First Landowner's right of indemnity (if any) against the Beneficiaries;
- (b) The First Landowner covenants that it will not retire or be replaced (and the Trustee covenants that it will not remove the First Landowner or cause the First Landowner to retire) as custodian of the Trust unless:
  - (i) another entity has been appointed in its place for the Trust; and
  - (ii) the new entity agrees to be bound by the Trustee Documents, the Trust Deed and the Custody Agreement as First Landowner for the relevant parcel of Land.
- (c) The First Landowner must not take any action to amend the Trust Deed or the Custody Agreement without the prior written consent of the Minister, acting reasonably.

## **9 GST**

### **9.1 Construction**

In this clause 9:

- (a) unless there is a contrary indication, words and expressions which are not defined in this document but which have a defined meaning in the GST Law have the same meaning as in the GST Law; and
- (b) references to GST payable and input tax credit entitlements include:
  - (i) notional GST payable by, and notional input tax credit entitlements of the Commonwealth, a State or a Territory (including a government, government body, authority, agency or instrumentality of the Commonwealth, a State or a Territory); and
  - (ii) GST payable by, and the input tax credit entitlements of, the representative member of a GST group of which the entity is a member.

## **9.2 Consideration GST exclusive**

Unless otherwise expressly stated, all consideration, whether monetary or non-monetary, payable or to be provided under or in connection with this document is exclusive of GST (**GST-exclusive consideration**).

## **9.3 Payment of GST**

If GST is payable on any supply made by:

- (a) a party; or
- (b) an entity that is taken under the GST Law to make the supply by reason of the capacity in which a party acts,

(**Supplier**) under or in connection with this document, the recipient of the supply, or the party providing the consideration for the supply, must pay to the Supplier an amount equal to the GST payable on the supply.

## **9.4 Timing of GST payment**

The amount referred to in clause 9.3 must be paid in addition to and at the same time and in the same manner (without any set-off or deduction) that the GST-exclusive consideration for the supply is payable or to be provided.

## **9.5 Tax invoice**

The Supplier must deliver a tax invoice or an adjustment note to the recipient of a taxable supply before the Supplier is entitled to payment of an amount under clause 9.3.

## **9.6 Adjustment event**

If an adjustment event arises in respect of a supply made by a Supplier under or in connection with this document, any amount that is payable under clause 9.3 will be calculated or recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.

## **9.7 Reimbursements**

- (a) Where a party is required under or in connection with this document to pay for, reimburse or contribute to any expense, loss, liability or outgoing suffered or incurred by another party or indemnify another party in relation to such an expense, loss, liability or outgoing (**Reimbursable Expense**), the amount required to be paid, reimbursed or contributed by the first party will be reduced by the amount of any input tax credits to which the other party is entitled in respect of the Reimbursable Expense.
- (b) This clause 9.7 does not limit the application of clause 9.3, if appropriate, to the Reimbursable Expense as reduced in accordance with clause 9.7(a).

## **9.8 Calculations based on other amounts**

If an amount of consideration payable or to be provided under or in connection with this document is to be calculated by reference to:

- (a) any expense, loss, liability or outgoing suffered or incurred by another person (**Cost**), that reference will be to the amount of that Cost excluding the amount of any input tax credit entitlement of that person relating to the Cost suffered or incurred; and
- (b) any price, value, sales, proceeds, revenue or similar amount (**Revenue**), that reference will be to that Revenue determined by deducting from it an amount equal to the GST payable on the supply for which it is consideration.

## **9.9 No merger**

This clause 9 does not merge on the completion, rescission or other termination of this document or on the transfer of any property supplied under this document.

## **10 Stamp duty and costs**

The Developer, First Landowner and First Trustee and the New Party are jointly and severally responsible for the Minister's legal costs incidental to the negotiation, preparation and execution of this document.

## **11 Further acts**

- (a) Each party will take all steps, execute all deeds and do everything reasonably required by any other party to give effect to any of the actions contemplated by this document.
- (b) This document binds each party which signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.

## **12 Amendment**

This document may only be varied or replaced by a document executed by the parties.

## **13 Governing law and jurisdiction**

- (a) This document and the transactions contemplated by this document are governed by and are to be construed in accordance with the laws applicable in New South Wales.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales and any courts which have jurisdiction to hear appeals from any of those

courts and waives any right to object to any proceedings being brought in those courts.

## **14 Counterparts**

This document may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

## **15 General**

### **15.1 Construction**

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) 'includes' means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) a reference to:
  - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
  - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
  - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
  - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
- (g) Capitalised terms not defined in this document have the meanings given to them in the Planning Agreement.

### **15.2 Headings**

Headings do not affect the interpretation of this document.

### **15.3 Effect of execution**

This document is not binding on any party unless it or a counterpart has been duly executed by each party.

**Executed** as a deed/agreement.

**Minister**

Signed, sealed and delivered by The  
Minister for Planning in the presence  
of:

Signature of Witness

PATRICK DOYLE

Name of Witness

SIGNED by BRENDAN NELSON as delegate  
for the Minister for Planning and Environment  
administering the  
Environmental Planning and Assessment Act, 1979

Signature of Minister

Name of Minister

**Developer**

Signed sealed and delivered for and on  
behalf of **Goodman Property Services  
(Aust) Pty Limited** by its attorney under  
power of attorney Book.....No....who states  
that no notice of revocation of the power of  
attorney has been received in the presence  
of:

Signature of witness  
Michelle Barr

Name of witness (BLOCK LETTERS)

Level 17

Address of witness 60 Castlereagh Street  
Sydney NSW 2000

Book 4625 No 900  
dated 9/12/11

Signature of Ben McGilp

Ben McGilp

### First Landowner

Signed sealed and delivered for and on behalf of **The Trust Company Limited as custodian for the Carter Street Trust** by its attorney under power of attorney Book.....No....who states that no notice of revocation of the power of attorney has been received in the presence of:

Book 4676 No 134  
Dated 18/9/2014.



Signature of witness

Attorney Trent Franklin  
Manager Custody

Grace Deidier

Name of witness (BLOCK LETTERS)

Name of Attorney (print)

L18, 123 PITT ST  
SYDNEY

Address of witness

### First Trustee

Signed sealed and delivered for and on behalf of **Tallina Pty Ltd as trustee for the Carter Street Trust** by its attorney under power of attorney Book.....No... who states that no notice of revocation of the power of attorney has been received in the presence of:

Book 4625 No 899  
dated 9/12/11



Signature of witness

Attorney

Michelle Ban

Ben McGillp

Name of witness (BLOCK LETTERS)

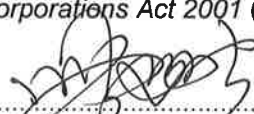
Name of Attorney (print)

Level 17

Address of witness 60 Castlereagh Street  
Sydney NSW 2000

**New Party**

**Executed by JQZ Ten Pty Ltd as** )  
**trustee for the JQZ Ten Unit Trust in** )  
accordance with section 127 of the )  
*Corporations Act 2001 (Cth):*

  
.....  
Company Secretary/Director

Jiangjin Zhang  
.....  
Name of Company Secretary/Director  
(print)

  
.....

Director

Yongying Fei  
.....  
Name of Director (print)