


Minister for Planning
ABN 38 755 709 681

and


Abax Contracting Pty Ltd ACN 001 472 055


John Edward Baxter,
Marilyn Helena Baxter.


Deed of Amendment

✓ 
director of Abax

✓ 
John Baxter

x 
Marilyn Baxter

x 
director or secretary of Abax

x 
John's witness


x 
Marilyn's witness

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PARTIES:

MINISTER FOR PLANNING (ABN 38 755 709 681) of Level 15, 52 Martin Place, Sydney, New South Wales, 2000 (**Minister**)

and

ABAX CONTRACTING PTY LTD (ACN 001 472 055) of 126-130 Toongabbie Road, Girraween, New South Wales, 2145

JOHN EDWARD BAXTER of Unit 39, 1 Macquarie Street, Sydney, New South Wales, 2000

MARILYN HELENA BAXTER of Unit 39, 1 Macquarie Street, Sydney, New South Wales, 2000

(collectively known as **Developer**)

INTRODUCTION:

- A** The Minister and the Developer have entered into the Planning Agreement.
- B** The Developer has requested, and the 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:

Planning Agreement means the planning agreement entered into between the Minister and the Developer dated 25 June 2015.

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; and
- (b) clause 1.2 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 Schedule 3 to the Planning Agreement

The description of the Land is deleted and replaced with "Lot 4 in Deposited Plan 243776 and that part of Lots 1, 2 and 3 in Deposited Plan 243776 hatched on the plan annexed and marked "Annexure A" to this deed.

2.3 Annexure A to the Planning Agreement

The plan annexed and marked "Annexure A" to the Planning Agreement is deleted and replaced with the plan annexed and marked "Annexure A" to this deed.

3 REGISTRATION OF THIS DEED

The parties acknowledge and agree that the provisions of clause 7 of the Planning Agreement apply to this deed as if those provisions were set out in full in this deed.

4 GENERAL

4.1 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.

4.2 Legal and notification expenses

The Developer agrees to pay:

- (a) the reasonable legal expenses incurred by the Minister in preparing 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 for and on behalf of the **Minister for Planning** in the presence of:

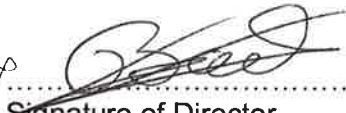
.....
Signature of Witness

.....
Signature of the Minister for Planning or delegate)

.....
Name of Witness in full

.....
Minister for Planning or delegate

Signed, sealed and delivered by **Abax Contracting Pty Ltd ACN 001 472 055** in accordance with section 127 of the *Corporations Act 2001*:

x 
.....
Signature of Director


x 
.....
Signature of Director/Secretary

Insert x Thomas Ruane Baxter
.....
Name of Director in full

x Matthew John Baxter
.....
Name of Director/Secretary in full

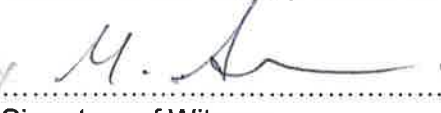
Signed, sealed and delivered by **John Edward Baxter** in the presence of:

x 
.....
Signature of Witness

x 
.....
Signature of John Edward Baxter

Insert x MARTIN ARMOUR
.....
Name of Witness in full

Signed, sealed and delivered by **Marilyn Helena Baxter** in the presence of:

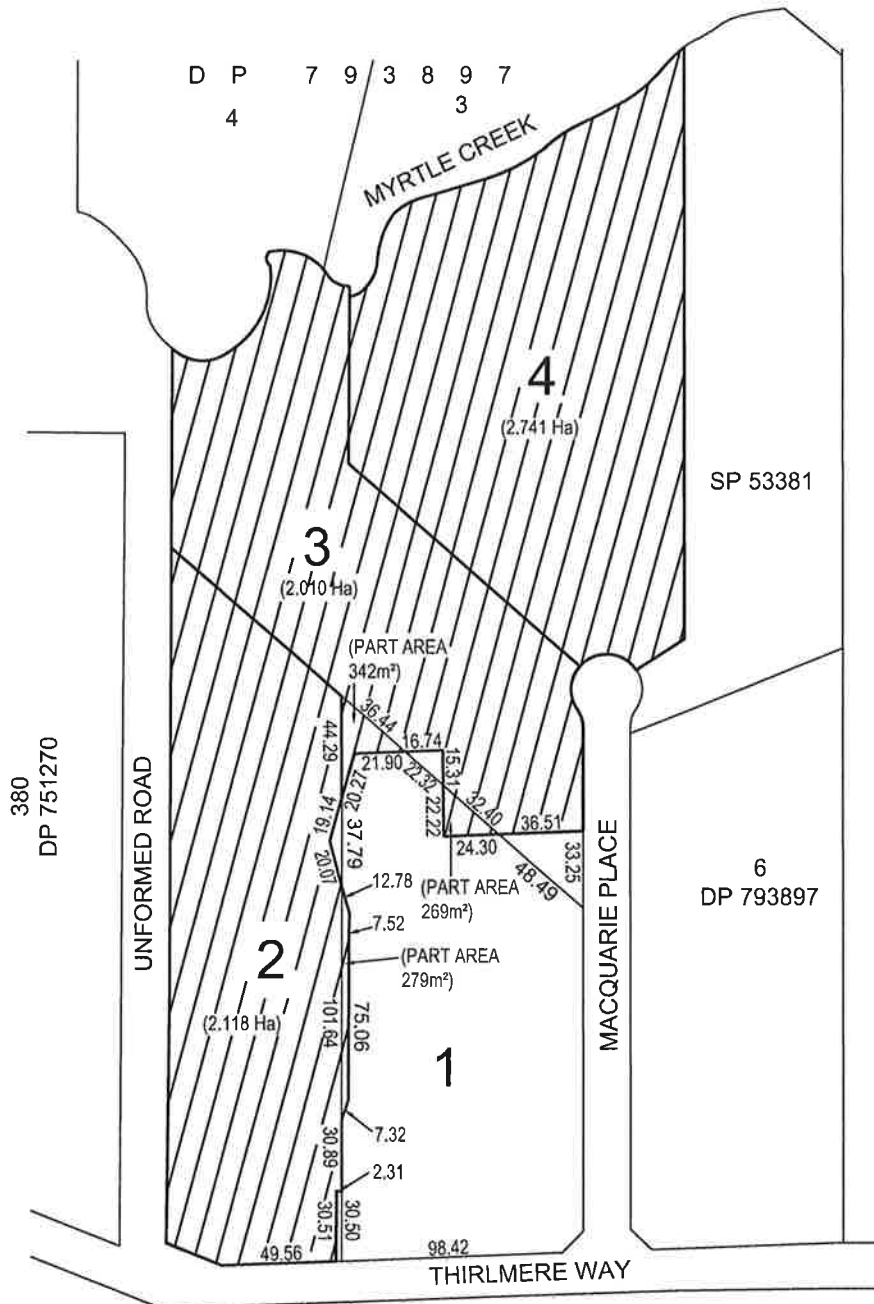
x 
.....
Signature of Witness

x 
.....
Signature of Marilyn Helena Baxter

Insert x MARTIN ARMOUR
.....
Name of Witness in full

ANNEXURE A
PLAN SHOWING LAND TO BE INCLUDED IN VOLUNTARY PLANNING AGREEMENT

WITHIN ALL OF LOT 4 DP 243776 AND PARTS OF LOT 1, 2 AND 3 DP 243776 AT TAHMOOR
PARISH OF COURIDJAH
COUNTY OF CAMDEN
SCALE 1:3000



LAND TO WHICH THE
VPA APPLIES

R. O'Connor
ANTHON O'CONNOR
REGISTERED SURVEYOR

x *[Signature]*
director of Alax

x *[Signature]*
John Baxter

x *[Signature]*
Marilyn Baxter

x *[Signature]*
director or secretary of Alax

x *[Signature]*
John's witness

x *[Signature]*
Marilyn's witness

30 SEPTEMBER 2015