

Dated 12 March 2018

[Handwritten signature]

Deed of Variation to Planning Agreement

Parties

Minister for Planning
(ABN 38 755 709 681)

Hanson Construction Materials Pty Ltd
(ACN 009 679 734)

Australand C & I Land Holdings Pty Ltd
(ACN 107 356 641)

Archbold Road, Eastern Creek NSW 2766
Western Sydney Employment Area/Eastern Creek

Environmental Planning and Assessment Act 1979 (NSW)

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Vicki Vinciguerra

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Parties

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

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

AUSTRALAND C & I LAND HOLDINGS PTY LTD (ACN 107 356 641)
of Level 2, 1C Homebush Bay Drive, Rhodes NSW 2138
(**Australand**)

Introduction

- A** On 18 October 2013, the Planning Minister and the Developer entered into the Planning Agreement relating to the development of the Land.
- B** The Developer has changed the proposed plan of subdivision and lodged a section 75W application to vary the lot area and lot numbers in subdivision plan to reduce the number of stages for Development from 13 stages to 10 stages.
- C** The Land has been subdivided into ten lots in accordance with the stages depicted in the plan at Schedule III of this deed.
- D** The Developer owns lots 1-5 in deposited plan 1225803 and lots 7-10 in deposited plan 1225803, and proposes to develop these lots.
- E** Australand owns lot 6 in deposited plan 1225803.
- F** Australand proposes to develop lot 6 in deposited plan 1225803.
- G** The Minister holds a bank guarantee for Stage 8 of this deed, which was originally related to Stage 13 of the Planning Agreement.
- H** The parties wish to vary the Planning Agreement as set out in this deed.

It is agreed**1 Definitions and interpretation****1.1 Definitions**

In this deed:

- (1) **Planning Agreement** means the voluntary planning agreement entered into between the Minister and the Developer dated 18 October 2013.

1.2 Interpretation

- (1) 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) Clause 1 of the Planning Agreement will apply to the interpretation and construction of this deed.

2 Variation of Planning Agreement

2.1 Variation

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

2.2 Introduction

The text at para. G. in the Introduction to the Planning Agreement is replaced with the following:

"The Development Contribution under this deed is a monetary contribution which will be paid to the Department of Planning progressively in ten stages:

- for Stages 1-6, prior to the issue of the first Occupation Certificate for any building/s on any part of the Land in the respective stages; and
- for stages 7-10, prior to the issue of the first Occupation Certificate for any building/s on any part of the Land in the respective stage or prior to the commencement of operations on or any use of any part of the Land in the respective stage, whichever is the earlier date."

2.3 Parties

The Parties on page 4 of the Planning Agreement are amended to include a third party:

"Australand C & I Land Holdings Pty Ltd (ACN 107 356 641) of Level 2, 1C Homebush Bay Drive, Rhodes NSW 2138 (**Australand**)"

2.4 Introduction

The Introduction of the Planning Agreement is amended to insert the following recitals between recitals B and C:

- (1) **BA** the Developer owns lots 1-5 in deposited plan 1225803 and lots 7-10 in deposited plan 1225803.
- (2) **BB** Australand owns lot 6 in deposited plan 1225803.

2.5 Clause 1.1 - Definitions

Clause 1.1 of the Planning Agreement is varied to insert the following definition, in appropriate alphabetical order:

- (1) **"Developer** means the Developer and Australand."

2.6 Clause 7.3

Clause 7.3 of the Planning Agreement is amended to:

- (1) Replace ", and" in subclause (j) with a fullstop;
- (2) delete subclauses (k)-(m) inclusive; and

(3) replace the last paragraph with the following:

"Stages 1 to 10 are those parts of the Land labelled as 'Stage 1' to 'Stage 10' respectively on the copy of the plan of DP 1225803 that is attached to this deed as Attachment A."

2.7 Schedule 2 - Address for Service

Schedule 2 of the Planning Agreement is varied as follows:

Minister

Contact: The Secretary

Address: Department of Planning and Environment
Level 22, 320 Pitt Street
SYDNEY NSW 2000

Email: planningagreements@planning.nsw.gov.au

Developer

Contact: Victoria Vincent

Address: Hanson Construction Materials Pty Ltd
Level 10, 35 Clarence Street
SYDNEY NSW 2000

Email: victoria.vincent@hanson.com.au

Australand

Contact: Paul Solomon

Address: Australand C & I Land Holdings Pty Ltd

c/o Frasers Property Australia Pty Limited
Level 2, 1C Homebush Bay Drive,
Rhodes NSW 2138

Email: paul.solomon@frasersproperty.com.au

2.8 Schedule 3 – Land (clause 1.1)

The table at Schedule 3 of the Planning Agreement is deleted, and replaced with the following table:

Lot	Deposited Plan	Folio Identifier	Landowner
1	1225803	1/1225803	Hanson Construction Materials Pty Ltd
2	1225803	2/1225803	Hanson Construction Materials Pty Ltd
3	1225803	3/1225803	Hanson Construction Materials Pty Ltd
4	1225803	4/1225803	Hanson Construction Materials Pty Ltd
5	1225803	5/1225803	Hanson Construction Materials Pty Ltd
6	1225803	6/1225803	Australand C & I Land Holdings Pty Ltd
7	1225803	7/1225803	Hanson Construction Materials Pty Ltd
8	1225803	8/1225803	Hanson Construction Materials Pty Ltd
9	1225803	9/1225803	Hanson Construction Materials Pty Ltd
10	1225803	10/1225803	Hanson Construction Materials Pty Ltd

2.9 Attachment A – Stages of Development Contribution Amounts – Schedule 4

On and from the date of this deed, the plan entitled "Attachment A – Stages of Development Contribution Amounts – Schedule 4" at Attachment A to the Planning Agreement is replaced with the plan at Schedule III to this deed.

2.10 Schedule 4 – Development Contributions (clause 4)

- (1) The table at Clause 1(a) of Schedule 4 of the Planning Agreement is deleted, and replaced with the table at Schedule I to this deed.
- (2) The reference to "Stage 13" in Clause 1(b) of Schedule 4 of the Planning Agreement is deleted and replaced with "Stage 10".
- (3) The reference to "thirteen" in clause 2(c) of Schedule 4 of the Planning Agreement is deleted and replaced with "ten".

2.11 Schedule 5 – Security terms (clause 6)

- (1) The table at Clause 1(c) of Schedule 5 of the Planning Agreement is deleted, and replaced with the table at Schedule II to this deed.
- (2) Clause 1(b)(i) is amended to delete “Minister for Planning and Infrastructure and Department of Planning and Infrastructure” and replace it with “Minister for Planning and the Department of Planning and Environment”.

3 Registration of this deed

3.1 Registration

- (1) Within 10 Business Days of receiving a copy of this deed executed by the Minister, the Developer at its own expense is to take all practical steps and otherwise do anything to procure:
 - (a) the consent of each person, as required by the Registrar-General, who:
 - (i) has an estate or interest in the Land registered under the Real Property Act; or
 - (ii) is seized or possessed of an estate or interest in the Land,to the registration of this deed on the title to the Land and to the terms of this deed; and
 - (b) the execution of any documents;
 - (c) the production of the relevant certificates of title; and
 - (d) the lodgement of this deed in a registrable form at the Land and Property Information for registration by the Registrar-General in the relevant folio of the Register for the Land, or in the General Register of Deeds if this deed relates to land not under the Real Property Act.
- (2) The Developer will take all practical steps and otherwise do anything to procure the registration of this deed within three months of the date of this deed in the relevant folio of the Register for the Land, or in the General Register of Deeds if this deed relates to land not under the Real Property Act, including promptly responding to any requisitions made by the Registrar-General in respect of this deed and/or any ancillary documents.
- (3) The Developer must provide the Minister with evidence of the lodgement of this deed pursuant to clause 3.1(1)(d) within 10 Business Days of such lodgement at the Land and Property Information.
- (4) The Developer will provide the Minister with a copy of the relevant folio of the Register for the Land and a copy of the registered dealing containing this deed within 10 Business Days of registration of this deed.

4 General

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

5 Expenses

- 5.1 The Developer must pay its own and the Planning Minister's reasonable legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this deed.
- 5.2 The Developer must pay for all costs and expenses associated with the giving of public notice of this deed and the Explanatory Note in accordance with the Planning Regulation.
- 5.3 The Developer must pay all Taxes assessed on or in respect of this deed and any instrument or transaction required or contemplated by or necessary to give effect to this deed (including stamp duty and registration fees, if applicable).
- 5.4 The Developer must provide the Planning Minister with bank cheques in respect of the Planning Minister's costs pursuant to clauses 5.1 and 5.2 above:
 - (1) where the Planning Minister has provided the Developer with written notice of the sum of such costs prior to execution, on the date of execution of this deed; or
 - (2) where the Planning Minister has not provided the Developer with prior written notice of the sum of such costs prior to execution, within 10 Business Days of demand by the Planning Minister for payment.

6 Variations not to affect accrued rights and obligations

- 6.1 The variations to the Planning Agreement do not affect the validity or enforceability of the Planning Agreement as varied.
- 6.2 Nothing in this deed:
 - (1) prejudices or adversely affects any right, power, authority, discretion or remedy arising under the Planning Agreement before the date of this deed; or
 - (2) discharges, releases or otherwise affects any liability or obligation arising under the Planning Agreement before the date of this deed.

7 Confirmation

Each party is bound by the Planning Agreement as varied by this Deed.

Schedule I

1. (a)

1. Contribution Amount	2. Timing
Stage 1 Contribution Amount is \$216,806.88	<p>Prior to the issue of the first Occupation Certificate for any building/s on any part of the Land in Stage 1.</p> <p>Stage 1 is that part of the Land labelled as 'Stage 1' and depicted as Lot 1 in DP 1225803 on the copy of the plan of DP 1225803 that is attached to this deed at Attachment A.</p>
Stage 2 Contribution Amount is \$171,530.59	<p>Prior to the issue of the first Occupation Certificate for any building/s on any part of the Land in Stage 2.</p> <p>Stage 2 is that part of the Land labelled as 'Stage 2' and depicted as Lot 2 in DP 1225803 on the copy of the plan of DP 1225803 that is attached to this deed at Attachment A.</p>
Stage 3 Contribution Amount is \$203,337.59	<p>Prior to the issue of the first Occupation Certificate for any building/s on any part of the Land in Stage 3.</p> <p>Stage 3 is that part of the Land labelled as 'Stage 3' and depicted as Lot 3 in DP 1225803 on the copy of the plan of DP 1225803 that is attached to this deed at Attachment A.</p>
Stage 4 Contribution Amount is \$289,670.86	<p>Prior to the issue of the first Occupation Certificate for any building/s on any part of the Land in Stage 4.</p> <p>Stage 4 is that part of the Land labelled as 'Stage 4' and depicted as Lot 4 in DP 1225803 on the copy of the plan of DP 1225803 that is attached to this deed at Attachment A.</p>
Stage 5 Contribution Amount is \$736,916.18	<p>Prior to the issue of the first Occupation Certificate for any building/s on any part of the Land in Stage 5.</p> <p>Stage 5 is that part of the Land labelled as 'Stage 5' and depicted as Lot 5 in DP 1225803 on the copy of the plan of DP 1225803 that is attached to this deed at Attachment A.</p>
Stage 6 Contribution Amount is \$1,699,077.83	<p>Prior to the issue of the first Occupation Certificate for any building/s on any part of the Land in Stage 6.</p> <p>Stage 6 is that part of the Land labelled as 'Stage 6' and depicted as Lot 6 in DP 1225803 on the copy of the plan of DP 1225803 that is attached to this deed at Attachment A.</p>
Stage 7 Contribution Amount is \$521,732.11	<p>Prior to the issue of the first Occupation Certificate for any building/s on any part of the Land in Stage 7.</p> <p>Stage 7 is that part of the Land labelled as 'Stage 7' and depicted as Lot 7 in DP 1225803 on the copy of the plan of DP 1225803 that is attached to this deed at Attachment A.</p>
Stage 8 Contribution Amount is \$151,602.53	<p>Prior to the issue of the first Occupation Certificate for any building/s on any part of the Land in Stage 8.</p> <p>Stage 8 is that part of the Land labelled as 'Stage 8' and depicted as Lot 8 in DP 1225803 on the copy of the plan of DP 1225803 that is attached to this deed at Attachment A.</p>

1. Contribution Amount	2. Timing
<p>Stage 9 Contribution Amount is \$141,573.59</p>	<p>Prior to the issue of the first Occupation Certificate for any building/s on any part of the Land in Stage 9.</p> <p>Stage 9 is that part of the Land labelled as 'Stage 9' and depicted as Lot 9 in DP 1225803 on the copy of the plan of DP 1225803 that is attached to this deed at Attachment A.</p>
<p>Stage 10 Contribution Amount is \$72,425.83</p>	<p>Prior to the issue of the first Occupation Certificate for any building/s on any part of the Land in Stage 10.</p> <p>Stage 10 is that part of the Land labelled as 'Stage 10' and depicted as Lot 10 in DP 1225803 on the copy of the plan of DP 1225803 that is attached to this deed at Attachment A.</p>

Schedule II

Bank Guarantee	Face Value of Bank Guarantee	Date to be provided by Developer	Trigger Event
Stage 1 Contribution Amount	\$216,806.88	Prior to the approval of any Planning Application on any part of the Land in Stage 1. Stage 1 is that part of the Land labelled as 'Stage 1' and depicted as Lot 1 in DP 1225803 on the copy of the plan of DP 1225803 that is attached to this deed at Attachment A.	Upon the date the Minister is satisfied that the Stage 1 Contribution Amount has been provided.
Stage 2 Contribution Amount	\$171,530.59	Prior to the approval of any Planning Application on any part of the Land in Stage 2. Stage 2 is that part of the Land labelled as 'Stage 2' and depicted as Lot 2 in DP 1225803 on the copy of the plan of DP 1225803 that is attached to this deed at Attachment A.	Upon the date the Minister is satisfied that the Stage 2 Contribution Amount has been provided.
Stage 3 Contribution Amount	\$203,337.59	Prior to the approval of any Planning Application on any part of the Land in Stage 3. Stage 3 is that part of the Land labelled as 'Stage 3' and depicted as Lot 3 in DP 1225803 on the copy of the plan of DP 1225803 that is attached to this deed at Attachment A.	Upon the date the Minister is satisfied that the Stage 3 Contribution Amount has been provided.
Stage 4 Contribution Amount	\$289,670.86	Prior to the approval of any Planning Application on any part of the Land in Stage 4. Stage 4 is that part of the Land labelled as 'Stage 4' and depicted as Lot 4 in DP 1225803 on the copy of the plan of DP 1225803 that is attached to this deed at Attachment A.	Upon the date the Minister is satisfied that the Stage 4 Contribution Amount has been provided.
Stage 5 Contribution Amount	\$736,916.18	Prior to approval of any Planning Application on any part of the Land in Stage 5. Stage 5 is that part of the Land labelled as 'Stage 5' and depicted as Lot 5 in DP 1225803 on the copy of the plan of DP1225803 that is attached to this deed at Attachment A.	Upon the date the Minister is satisfied that the Stage 5 Contribution Amount has been provided.
Stage 6 Contribution Amount	\$1,699,077.83	Prior to the approval of any Planning Application on any part of the Land in Stage 6. Stage 6 is that part of the Land labelled as 'Stage 6' and depicted as Lot 6 in DP 1225803 on the copy of the plan of DP 1225803 that is attached to this deed at Attachment A.	Upon the date the Minister is satisfied that the Stage 6 Contribution Amount has been provided.
Stage 7 Contribution Amount	\$521,732.11	Prior to approval of any Planning Application on any part of the Land in Stage 7. Stage 7 is that part of the Land labelled as 'Stage 7' and depicted as Lot 7 in DP 1225803 on the copy of the plan of DP 1225803 that is attached to this deed at Attachment A.	Upon the date the Minister is satisfied that the Stage 7 Contribution Amount has been provided.

Bank Guarantee	Face Value of Bank Guarantee	Date to be provided by Developer	Trigger Event
Stage 8 Contribution Amount	\$151,602.53	<p>Prior to the approval of any Planning Application on any part of the Land in Stage 8.</p> <p>Stage 8 is that part of the Land labelled as 'Stage 8' and depicted as Lot 8 in DP 1225803 on the copy of the plan of DP 1225803 that is attached to this deed at Attachment A.</p>	Upon the date the Minister is satisfied that the Stage 8 Contribution Amount has been provided.
Stage 9 Contribution Amount	\$141,573.59	<p>Prior to the approval of any Planning Application on any part of the Land in Stage 9.</p> <p>Stage 9 is that part of the Land labelled as 'Stage 9' and depicted as Lot 9 in DP 1225803 on the copy of the plan of DP 1225803 that is attached to this deed at Attachment A.</p>	Upon the date the Minister is satisfied that the Stage 9 Contribution Amount has been provided.
Stage 10 Contribution Amount	\$72,425.83	<p>Prior to the approval of any Planning Application on any part of the Land in Stage 10.</p> <p>Stage 10 is that part of the Land labelled as 'Stage 10' and depicted as Lot 10 in DP 1225803 on the copy of the plan of DP 1225803 that is attached to this deed at Attachment A.</p>	Upon the date the Minister is satisfied that the Stage 10 Contribution Amount has been provided.


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Executed as a deed.

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

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



Signature of Witness



Signature as delegate of the Minister
for Planning

LEE JEGAN

Name of Witness in full

Full name of delegate

DPE, 320 PITT STREET,
SYDNEY NSW 2000

Signed sealed and delivered by
**Hanson Construction Materials Pty
Ltd** ACN 009 679 734 in accordance
with section 127 of the *Corporations
Act 2001*:

VICTORIA VINCENT

Director/~~company secretary~~



Director

VICTORIA VINCENT

Name of director/~~company secretary~~
(BLOCK LETTERS)

PHILIP SCHACHT

Name of director
(BLOCK LETTERS)

Signed sealed and delivered by
**Australand C & I Land Holdings
Pty Ltd** ACN 107 356 641 in
accordance with section 127 of the
Corporations Act 2001:





Director/company secretary
ABHILASHA VANKINA

Name of ~~director~~/company secretary
(BLOCK LETTERS)



Director
MICHAEL BOWDEN NEWSOM

Name of director
(BLOCK LETTERS)



Victorio Vincenzo