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Planning Agreement

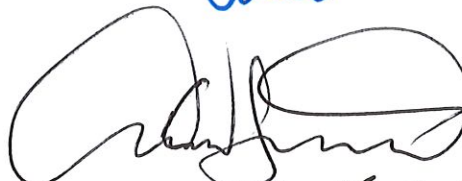
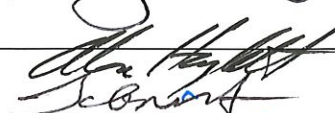
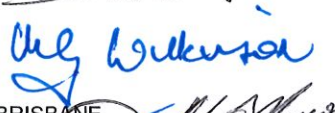
Dated

Parties

The Minister for Planning
(Minister)

and

Bradcorp Wilton Park Pty Ltd
Walker Corporation Pty Ltd
Walker Group Holdings Pty Ltd
Wilton Developments Pty Ltd and Lac-Grew Pty Ltd, trading as
Governors Hill
(Developer)



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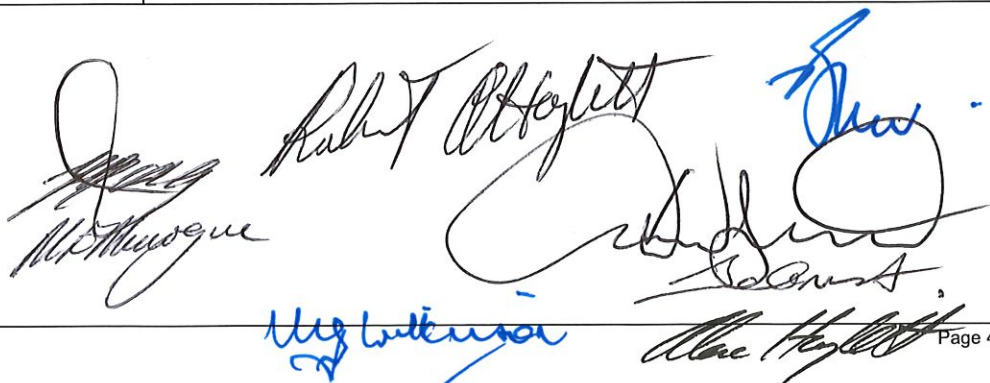
Planning Agreement

Dated

18 MAY 2017

Parties

Minister:	The Minister for Planning ABN 38 755 709 681 Level 15, 52 Martin Place, Sydney NSW 2000
Developer (collectively):	Bradcorp Wilton Park Pty Ltd ABN 69 086 388 212 Level 4 230 Victoria Rd Gladesville NSW 2111 (Bradcorp); and Walker Corporation Pty Ltd ABN 95 001 176 263 Level 21 Governor Macquarie Tower 1 Farrer Place, Sydney NSW 2000 (Walker); and Walker Group Holdings Pty Ltd ACN 001 215 069 Level 21 Governor Macquarie Tower, 1 Farrer Place Sydney 2000 (Walker Group Holdings); and a partnership of: Wilton Developments Pty Ltd ABN 31 154 691 728 975 The Northern Rd Bringelly NSW 2556 (Wilton Developments); and Lac-Grew Pty Ltd ABN 367 002 981 660 "Clifton", Grenfell Rd Young NSW 2594 (Lac-Grew); trading as Governors Hill PO Box 373 Narellan NSW 2567



Background

- A. The Developer wishes to develop the Land.
- B. The ownership of the Land is as set out in Part 2 of Schedule 2. The Land is located in the local government area of Wollondilly Shire Council.
- C. The Developer has sought a change to the environmental planning instruments applying to the Land to enable the Development to be carried out. Planning Costs have been incurred in the calendar years 2015 and 2016 for that purpose.
- D. The Developer has offered to enter into a planning agreement with the Minister in order to provide the Contributions in connection with the investigation of the potential for rezoning of land within Wilton Junction, including the planning for the provision of infrastructure to meet the needs created by the future Development of the Land.
- E. It is proposed that a proportion of Contributions received by the Minister will be provided to Wollondilly Shire Council to meet Council's costs in assisting with investigating the potential for rezoning at Wilton Junction.
- F. From the date of this Deed, this Deed constitutes an agreement between the Developer and the Minister that the Developer will provide material public benefits for a public purpose on the terms and conditions of this Deed.

General terms

1. Definitions and interpretation

1.1. Definitions

In this Agreement except to the extent that the context otherwise requires:

"Authority" means any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes an accredited certifier within the meaning of the EP&A Act.

"Business Day" means any day except for Saturday or Sunday or a day which is a public holiday in Sydney.

"Costs" includes all costs, charges and expenses, including those incurred in connection with advisers and legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is the higher.

"Contributions" means the contributions payable under clause 3.

"Council" means Wollondilly Shire Council.

"Deed" means this planning agreement including all schedules and annexures.

"Department" means, and includes where relevant, the NSW Department of Planning and Environment, the Secretary and the Minister, or any successor authority which carries out their functions.

"Developer" means the following entities, jointly and severally:

- Bradcorp;
- Walker;
- Walker Group Holdings;
- Wilton Developments;
- Lac-Grew; and
- the partnership trading as Governors Hill.

"Development" means the development of Wilton Junction for Urban Purposes.

"Development Consent" has the same meaning as in the EP&A Act.

"EP&A Act" means the *Environmental Planning and Assessment Act 1979* (NSW), and includes any subsequent or replacement legislation that governs the use or development of land within New South Wales.

"EP&A Regulation" means the *Environmental Planning and Assessment Regulation 2000* (NSW), and includes any subsequent or replacement legislation that governs the use or development of land within New South Wales.

"Explanatory Note" means the explanatory note relating to this Planning Agreement, as required by clause 25E of the EP&A Regulation.

"GST" has the meaning it has in the GST Act.

"GST Act" means the *A New Tax System (Good, and Services Tax) Act 1999* (Cth).

"Intellectual Property" means all rights in copyright, patents, registered and unregistered trademarks, registered designs, trade secrets and all other rights of intellectual property as recognised by New South Wales and Australian law.

"Land" means the lands described in Part 2 of Schedule 2 and any part thereof.

"Law" means:

- (a) the common law including principles of equity; and
- (b) the requirements and principles of all statutes, rules, ordinances, codes, regulations, proclamations, by-laws or consents by an Authority.

"Minister" means the Minister for Planning, or an employee of the Department nominated by the Minister or the Secretary for the purposes of this Deed.

"Offset Planning Costs" means \$411,597.

"Parties" means the parties to this Deed.

"Partnership" means the partnership of Wilton and Lac-Grew trading as Governors Hill.

"Planning Agreement" means an agreement entered into pursuant to section 93F of the EP&A Act.

"Planning Costs" means those costs of the Minister, the Department and Council incurred in relation to the Wilton Junction Investigation Process, including during the calendar years 2015 and 2016.

"Secretary" means the Secretary of the NSW Department of Planning and Environment.

"SIC Determination" means a determination under section 94EE of the EP&A Act of the level and nature of development contributions to be imposed as conditions of development consent on land within a Special Contributions Area that includes the Land.

"SIC Offset Certificate" means the certificate issued pursuant to clause 6.3(b)(ii).

"Special Contributions Area" has the same meaning as in Division 6 of Part 4 of the EP&A Act.

"Special Infrastructure Contribution" means a contribution required to be made in accordance with a SIC Determination by a condition of development consent.

"Taxes" means taxes, levies, imposts, deductions, charges and duties (including stamp and transaction duties) excluding GST together with any related interest, penalties, fines and expenses in connection with them, except if imposed on, or calculated having regard to, net income of a person.

"Urban Purposes" includes development for the purposes of:

- (a) residential housing;
- (b) community facilities and services, including education, health, emergency services and public administration facilities;
- (c) retail and commercial centres and other employment lands;
- (d) parks and open space; and
- (e) infrastructure.

"Wilton Junction" means the land described within the red line and identified as "Investigation Area" in the plan in Part 1 of Schedule 2 (or any part or parts of it) and includes the Land.

"Wilton Junction Investigation Process" means the activities ordinarily associated with the preparation and making of an environmental planning instrument, including the exhibition of the relevant planning proposal, or of an explanation of the intended effect of the proposed instrument, and the following:

- (a) the conduct of relevant studies, both pursuant to any relevant Departmental study requirements and generally;

- (b) design development with a master planner, interpretation of the opportunities and constraints described in the specialist technical studies, peer review of technical studies (as required);
- (c) preparation of a land use and infrastructure strategy and development control plan;
- (d) interaction with Council and assistance with the preparation of Council's Section 94 plans;
- (e) consultation with other State agencies to ensure legislative and technical requirements are complied with. Land planning includes landowner and broader community consultation and responding to issues that arise from this process; and
- (f) the preparation, execution and administration of any Planning Agreements relating to Wilton Junction.

1.2. General

In this Deed:

- (a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (b) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) a reference to a Party includes that Party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and persons who are bound by this Deed under section 93H(3) of the Act;
- (d) a reference to a document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;
- (e) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (g) a reference to a Party, clause, schedule, exhibit, attachment or annexure is a reference to a Party, clause, schedule, exhibit, attachment or annexure to or of this Deed, and a reference to this Deed includes all schedules, exhibits, attachments and annexures to it;
- (h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (i) **"includes"** in any form is not a word of limitation;

- (j) a reference to "\$" or "dollar" is to Australian currency;
- (k) no rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of this Deed; and
- (l) any capitalised term used, but not defined in this Deed, will have the meaning ascribed to it under, and by virtue of, the EP&A Act.

2. Planning Agreement

2.1. Commencement

This Deed will commence on and from the date this Deed is signed by the Parties.

2.2. Planning agreement under the EP&A Act

This Deed constitutes a planning agreement within the meaning of section 93F of the EP&A Act.

2.3. Application of the Planning Agreement

This Deed applies to:

- (a) the proposed change to an environmental planning instrument so as to enable the Development to be carried out; and
- (b) the Land.

3. Contributions

3.1. Planning Costs

For the purposes of section 93F(3)(c) of the EP&A Act, the Developer agrees to provide Contributions being payment of the Planning Costs in the amount of \$1,030,257.00 immediately upon commencement of this Deed.

3.2. Liability for Planning Costs

For the sake of clarity, it is agreed that each of Bradcorp, Walker, Walker Group Holdings, Wilton Developments and Lac-Grew, are jointly and severally liable to pay the Planning Costs and the costs referred to in clause 13.

3.3. Council Payment

The Minister will pay \$618,660.00 to Council following receipt of the amount payable under clause 3.1 from the Developer.

4. Future agreements

The Developer acknowledges that the Minister, subject to any relevant SIC Determination, may request the Developer (or such of the Developers as the Minister may agree) to negotiate and enter into such Planning Agreements with the Minister (or with the Council if the Minister agrees) for:

- (a) the funding or preparation of further planning studies in compliance with relevant Departmental study requirements and the Wilton Junction Investigation Process; and / or
- (b) the provision of infrastructure that the Minister considers in his/her absolute discretion is essential for the Development, upon terms that are acceptable to the Minister in his/her absolute discretion, before any environmental planning instrument relating to the rezoning of the Land to make the Development permissible with development consent is made.

5. Application of sections 94, 94A and 94EF of the EP&A Act

The application of sections 94, 94A and 94EF of the EP&A Act to the Development are excluded to the extent stated in Schedule 1.

6. Special Infrastructure Contribution Offsets

6.1. Application of clause

This clause applies only if:

- (a) the Minister makes a SIC Determination; and
- (b) all Planning Costs have been paid under clause 3.

6.2. No Obligation to Make a SIC Determination

The parties agree that this deed does not oblige the Minister to make a SIC Determination under section 94EE of the EP&A Act.

6.3. SIC Offset Certificates - Approved Precinct Planning Costs

- (a) The Developer (or any of the Developers) may provide a written request to the Minister to issue a SIC Offset Certificate relating to Offset Planning Costs paid by the Developer accompanied by such other information as is reasonably requested by the Minister (promptly after any such request) in order for the Minister to assess the Developer's request.
- (b) If Minister has received a request from the Developer pursuant to clause 6.3(a) (and the Minister is satisfied with the content of the information provided with that request), then within 60 days of the Minister receiving all the information required under clause 6.3(a), the Minister will, subject to clause 6.3(d):
 - (i) notify the Developer in writing that its request has been approved; and
 - (ii) issue a SIC Offset Certificate to the Developer specifying the relevant amount of Offset Planning Costs.
- (c) The Minister may not refuse to notify the Developer in writing that its request has been approved and to issue a SIC Offset Certificate just because the time period referred to in clause 6.3(b) has lapsed.

- (d) A Developer may not request a SIC Offset Certificate which specifies an amount of Offset Planning Costs in excess of the Relevant Proportional Amount for the Developer (as defined in clause 6.3(f)).
- (e) The Minister is only required to issue a SIC Offset Certificate to a Developer if the amount specified in the SIC Offset Certificate as the relevant amount that the Developer may apply towards satisfying its obligations to make special infrastructure contributions does not exceed the Relevant Proportional Amount.
- (f) In this clause, the Relevant Proportional Amount means:
 - (i) in the case of Bradcorp - 58.05% of all Offset Planning Costs paid by all Developers;
 - (ii) in the case of Walker and Walker Group Holdings collectively - 27.26% of all Offset Planning Costs paid by all Developers; and
 - (iii) in the case of Wilton Developments and Lac-Grew collectively - 14.69% of all Offset Planning Costs paid by all Developers.

6.4. Offsetting Special Infrastructure Contributions

- (a) If a Developer:
 - (i) has a SIC Offset Certificate; and
 - (ii) becomes liable to make Special Infrastructure Contributions in respect of the Development or any other development on land within a Special Contributions Area that includes the Land,

the Developer may provide a written request to the Minister to apply the amounts specified in the SIC Offset Certificate towards the partial or full (as nominated by the Developer) satisfaction of the Developer's obligations to make those Special Infrastructure Contributions (**SIC Obligations**).
- (b) At the same time as issuing any request under clause 6.4(a), the Developer must surrender the SIC Offset Certificate to the Minister.
- (c) If the Minister is satisfied with the request, then:
 - (i) within 60 days of the Minister receiving that request, the Minister will notify the Developer in writing that its request has been approved; and
 - (ii) the Secretary may issue written certification that the Developer has made Special Infrastructure Contributions to the extent of the amounts specified by the Secretary; and
 - (iii) where the amounts specified in the SIC Offset Certificate which the Developer has surrendered under clause 6.4(b) exceed the amounts certified by the Secretary under clause 6.4(c)(ii), the Minister will issue a new SIC Offset Certificate which specifies the excess amount.

- (d) The Minister may not refuse to issue the notice under cl.6.4(c)(i) just because the time period referred to in clause 6.4(c)(i) has lapsed.

6.5. Indexation of Amounts in SIC Offset Certificates

The Parties acknowledge and agree that the amounts specified in any SIC Offset Certificate will be indexed from the date of the SIC Offset Certificate until such time as the SIC Offset Certificate is surrendered, in a manner determined and confirmed from time to time in writing by the Minister to the Developer, on a basis consistent with the manner in which the Special Infrastructure Contributions are indexed in accordance with the SIC Determination.

7. Dispute resolution

- (a) A dispute is taken to have arisen under this Deed if one Party gives another Party a notice in writing specifying particulars of the dispute.
- (b) If a notice is given under paragraph (a) above, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.
- (c) If the dispute is not resolved within a further 28 days, the Parties must mediate the dispute in accordance with the Mediation Program of the Law Society of New South Wales published from time to time and must request the President of that Law Society, or the President's nominee, to select the mediator.
- (d) If the dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the dispute, including the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.

8. Overdue payments

8.1. Interest on overdue money

The Developer agrees to pay interest to the Minister on any amount payable by it under this Deed from 28 days after it becomes due for payment, during the period that it remains unpaid, on demand or at times determined by the Minister, calculated on daily balances. The rate to be applied to each daily balance is the rate of 2% above the loan reference rate charged by the Commonwealth Bank of Australia from time to time.

8.2. Compounding

Interest which is not paid when due for payment may be capitalised by the Minister on the first day of each calendar month. Interest is payable on capitalised interest at the rate and in the manner referred to in this clause 8.

8.3. Interest on liability merged in judgment or order

If a liability under this Deed becomes merged in a judgment or order, then the Developer agrees to pay interest to the Minister on the amount of that liability as an independent obligation. This interest accrues from the date the liability

becomes due for payment both before and after the judgment or order until it is paid, at a rate that is the higher of the rate payable under the judgment or order and the rate referred to in this clause 8.

The Developer's obligation to pay the outstanding amount on the date it becomes due for payment is not affected by any other provision of this Deed.

9. GST

9.1. Interpretation

- (a) Except where the context suggests otherwise, terms used in this clause 9 have the meanings given to those terms by the GST Act.
- (b) In this clause 9, "**monetary consideration**" means any consideration expressed as an amount of money, "**non-monetary consideration**" means any consideration that is not monetary consideration, and "**non-taxable supply**" means a supply that is not a taxable supply.
- (c) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 9.
- (d) A reference to something done (including a supply made) by a Party includes a reference to something done by any entity through which that Party acts.

9.2. Reimbursements

Any payment or reimbursement required to be made under this Deed that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

9.3. Additional amount of GST payable

Subject to clause 9.5, if GST becomes payable on any supply made by a Party ("**Supplier**") under or in connection with this Deed:

- (a) any amount payable or consideration to be provided under any provision of this Deed (other than this clause 9), for that supply is exclusive of GST;
- (b) any Party ("**Recipient**") that is required to provide consideration to the Supplier for that supply must pay an additional amount to the Supplier equal to the amount of the GST payable on that supply ("**GST Amount**"), and:
- (c) where that GST Amount is payable by the Minister, the GST Amount will be limited to the amount of the input tax credit (if any) to which the Minister (or the representative member of any GST group of which the Minister, in any capacity, is a member) is entitled in relation to the Minister's acquisition of that supply and is payable within 5 Business Days after the Minister (or the representative member of any GST group

of which the Minister, in any capacity, is a member) has received the benefit of that input tax credit; and

- (d) in any other case, the GST Amount is payable at the same time as any other consideration is to be first provided for that supply; and
- (e) the Supplier must provide a tax invoice to the Recipient for that supply, no later than the time at which the GST Amount for that supply is to be paid in accordance with subclause (b).

9.4. Variation

- (a) If the GST Amount properly payable in relation to a supply (as determined in accordance with clause 9.3 and clause 9.5), varies from the additional amount paid by the Recipient under clause 9.3, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this clause (a) is deemed to be a payment, credit or refund of the GST Amount payable under clause 9.3.
- (b) The Supplier must issue an adjustment note to the Recipient in respect of any adjustment event occurring in relation to a supply made under or in connection with this Deed as soon as reasonably practicable after the Supplier becomes aware of the adjustment event.

9.5. Exchange of non-monetary consideration

- (a) To the extent that the consideration provided for the Supplier's taxable supply to which clause 9.3 applies is a taxable supply made by the Recipient (the Recipient Supply), the GST Amount that would otherwise be payable by the Recipient to the Supplier in accordance with clause 9.3 shall be reduced by the amount of GST payable by the Recipient on the Recipient Supply.
- (b) The Recipient must issue to the Supplier an invoice for any Recipient Supply on or before the time at which the Recipient must pay the GST Amount in accordance with clause 9.3 (or the time at which such GST Amount would have been payable in accordance with clause 9.3 but for the operation of clause (a)).

9.6. No merger

This clause will not merge on completion or termination of this Deed.

10. Explanatory Note

The Explanatory Note must not be used to assist in construing this Deed.

11. Notices

11.1. Form

Any notice, consent, information, application or request that must or may be given or made to a Party under this Deed is only given or made if it is in writing

and delivered or posted to that Party at its address set out below or faxed or emailed to that Party at its fax number or email address set out below:

Minister

Name: **The Minister for Planning**
Address: c/- Department of Planning and Environment
320 Pitt Street
Sydney NSW 2000

Fax:
Email: planningagreements@planning.nsw.gov.au
For the attention of: Secretary, Department of Planning and Environment

Developers

Name: **Bradcorp Wilton Park Pty Ltd**
Address: Level 4 230 Victoria Rd
Gladesville NSW 2111

Fax: (02) 8877 0077
Email: mminogue@bradcorp.com.au
For the attention of: Mark Minogue - Company Secretary

Name: **Walker Corporation Pty Ltd**
Address: Level 21 Governor Macquarie Tower
1 Farrer Place
Sydney NSW 2000

Fax: (02) 9252 7400
Email: ian.grist@walkercorp.com.au
For the attention of: Ian Grist - Company Secretary

Name: **Walker Group Holdings Pty Ltd**
Address: Level 21 Governor Macquarie Tower
1 Farrer Place
Sydney NSW 2000

Fax: (02) 9252 7400
Email: ian.grist@walkercorp.com.au
For the attention of: Ian Grist - Company Secretary

Name: **Governors Hill**
Address: PO Box 373
Narellan NSW 2567

Fax: As per Wilton Developments
Email: As per Wilton Developments and Lac-Grew
For the attention of: As per Wilton Developments and Lac-Grew

Name: **Wilton Developments Pty Ltd**
Address: 975 The Northern Rd
Bringelly NSW 2556
Fax: (02) 4774 9932
Email: dhazlett@cambrae.com.au
For the attention of: David Hazlett

Name: **Lac-Grew Pty Ltd**
Address: "Clifton", Grenfell Rd
Young NSW 2594
Fax:
Email: aah@hazgroup.com.au
For the attention of: Alex Hazlett

11.2. Service on one entity

If the Minister gives any Developer identified in clause 11.1 a notice, consent, information, application or request, then all parties are deemed to have received that notice, consent, information, application or request, and the provisions of clauses 11.4 and 11.5 apply as against all parties to the timing of the Minister's act of giving such notice, consent, information, application or request.

11.3. Change of address

If a Party gives another Party 3 Business Days' notice of a change of its address, fax number or email address, any notice, consent, information, application, or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number or sent to the latest email address given in accordance with this clause.

11.4. Receipt

Any notice, consent, information, application or request is to be treated as given or made at the following time:

- (a) if it is delivered, when it is delivered to the relevant address;
- (b) if it is sent by post, 2 Business Days after it is posted;
- (c) if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number; and
- (d) if it is sent by email, as soon as the email is sent.

11.5. Receipt next Business Day

If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a Business Day or after 5.00 pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next Business Day.

12. Additional Developer Obligations

12.1. Intellectual Property and use of information

- (a) The Developer, insofar as it is legally able, grants to the Minister and the Department a world-wide, royalty free, non-exclusive and irrevocable licence (including a right to sublicense) to use, reproduce, adapt, modify and communicate any material produced by, on behalf of or for the Developer in connection with the Wilton Junction Investigation Process, including any studies and other material relating to proposed changes to any environmental planning instrument.
- (b) The Developer agrees, at its own cost, to ensure that the Minister, the department and all other authorities and agencies of the New South Wales Government which may need to use studies which have been brought into existence for the purposes of the Wilton Junction Investigation Process are irrevocably licensed on a royalty free, non-exclusive basis to use the Intellectual Property in the studies.
- (c) The Developer agrees to ensure all licence fees and/or consents required under law are paid and/or obtained as a result of any reproduction, adoption or use of any documents brought into existence as a result of this Deed.
- (d) The Developer agrees to indemnify and keep indemnified the Minister from and against all actions, proceedings, claims, demands, costs, losses, damages and expenses which may be brought against, made upon or incurred by the Minister in relation to the use by the Minister or the Department of any material brought into existence as part of the Wilton Junction Investigation Process by the Developer or any other person.

13. Costs

- (a) The Developer must pay its own and the Minister's reasonable legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this Deed.
- (b) 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 EP&A Regulation.
- (c) Without limiting clause 13(a), the Developer agrees to pay or reimburse the Minister within 14 days for:
 - (1) costs of the Minister in connection with any exercise or non-exercise of rights (including, without limitation, in connection with the contemplated or actual enforcement or preservation of any rights under this Deed) waiver, variation, release or discharge in connection with this Deed; and
 - (2) taxes and fees (including, without limitation, registration fees) and fines and penalties in respect of fees which may be payable or determined to be payable in connection with this

Deed or a payment or receipt or any transaction contemplated by this Deed.

14. Assignment and Dealing

14.1. Developer's proposed assignment of rights

The Developer may only assign or novate in whole or in part to any person the Developer's rights or obligations under this Deed with the Minister's agreement.

14.2. Minister's assignment of rights

The Minister:

- (a) may assign its rights and benefits under this Deed to another Minister of the State of New South Wales or to a statutory body representing the Crown without the Developer's consent;
- (b) must require the transferee (and the Developer agrees) to enter into a deed in form and substance acceptable to the Minister and the Developer each acting reasonably containing provisions under which the transferee and the Developer agree to comply with the terms and conditions of this Deed; and
- (c) will pay the Developer's reasonable Costs in relation to that assignment.

15. General Provisions

15.1. Entire agreement

The Parties intend this Deed to constitute the entire agreement and understanding between them in relation to the subject matters of this Deed and agree that any prior agreements or arrangements between them relating to the subject matter of this Deed are rescinded and have no further force or effect. No Party can rely on an earlier document, anything said or done by another Party, or by an officer, agent or employee of that Party, before the Date of this Deed, except as permitted by law.

15.2. Further acts

Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to effect, perfect or complete this Deed and all transactions incidental to it.

15.3. Governing Law and jurisdiction

This Deed is governed by the law of New South Wales. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

15.4. Enforcement

- (a) This Deed may be enforced by any Party in any court of competent jurisdiction.

- (b) For the avoidance of doubt, nothing in this Deed prevents:
 - (1) a Party from bringing proceedings in the Land and Environment Court (or other court of competent jurisdiction) to enforce any aspect of this Deed or any matter to which this Deed relates; and
 - (2) an Authority or the Minister from exercising any function under the EP&A Act or any other Law relating to the enforcement of any aspect of this Deed or any matter to which this Deed relates.
- (c) The Developer indemnifies the Minister against any liability, loss, claim, damages, costs and expenses (including legal fees, costs and disbursements on the higher of a full indemnity basis and a solicitor and own client basis, determined without taxation, assessment or similar process) arising from or incurred in connection with the Developer's breach of any of its obligations under clause 12.
- (d) The indemnity in clause 15.4(c) is a continuing obligation, separate and independent from the Developer's other obligations and survives completion, rescission or termination of this Deed.
- (e) It is not necessary for the Minister to incur expense or to make any payment before enforcing the indemnity in clause 15.4(c).
- (f) The Developer must pay within 14 days any amount it must pay under the indemnity in clause 15.4(c).

15.5. No fetter

Nothing in this Deed is to be construed as requiring an Authority (including the Minister) to do anything that would cause it to be in breach of any of its obligations at Law, and without limitation:

- (a) nothing in this Deed is to be construed as limiting or fettering in any way the exercise of any statutory discretion or duty; and
- (b) nothing in this Deed imposes any obligation on an Authority to:
 - (1) grant any Development Consent; or
 - (2) exercise any function or power under the EP&A Act in relation to a change, or a proposed change, in an environmental planning instrument.

15.6. Joint and individual liability and benefits

Except as otherwise set out in this Deed, any agreement, covenant, representation or warranty under this Deed by two or more persons binds them jointly and each of them individually, and any benefit in favour of two or more persons is for the benefit of them jointly and each of them individually.

15.7. Representations and warranties

- (a) The Developer represents and warrants that:

- (1) **(power)** it has power to enter into this Deed and comply with its obligations under the Deed;
 - (2) **(no contravention or exceeding power)** this Deed does not contravene its constituent documents (if any) or any law or obligation by which it is bound or to which any of its assets are subject, or cause a limitation on its powers or the powers of its officers to be exceeded;
 - (3) **(authorisations)** it has in full force and effect the authorisations necessary for it to enter into this Deed to which it is a Party, to comply with its obligations and exercise its rights under this Deed and to allow this Deed to be enforced;
 - (4) **(validity of obligations)** its obligations under this Deed are valid and binding and are enforceable against it in accordance with the terms of the Deed;
 - (5) **(no immunity)** does not have immunity from the jurisdiction of a court or from legal process;
 - (6) **(benefit)** it benefits by entering into this Deed to which it is a Party; and
 - (7) **(capacity)** it does not enter this Deed as an agent for any other person or as trustee of any trust or on behalf or for the benefit of any other person.
- (b) The Developer acknowledges that the Minister has entered into this Deed in reliance on the representations and warranties in this clause 15.7.

15.8. Severability

- (a) If a clause or part of a clause of this Deed can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.
- (b) If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Deed, but the rest of this Deed is not affected.

15.9. Modification

No modification of this Deed will be of any force or effect unless it is in writing and signed by the Parties as a Deed.

15.10. Waiver

- (a) The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Deed, does not amount to a waiver of any obligation of, or a breach of obligation by, another Party.
- (b) A waiver by a Party is only effective if it is in writing.

- (c) A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

15.11. Confidentiality

The Parties agree that the terms of this Deed are not confidential and this Deed may be treated as a public Deed and exhibited or reported without restriction by any Party.

15.12. Release and indemnity

- (a) The Developer agrees that the obligation to provide the Contributions is at the risk of the Developer. The Developer releases the Minister from any Claim, liability or loss arising from, and Costs incurred in connection with, the Developer's obligation to provide the Contributions.
- (b) The Developer indemnifies the Minister against all liabilities or loss arising from, and any Costs incurred in connection with the Minister enforcing the Developer's obligation to provide the Contributions in accordance with this Deed and/or the Minister exercising the Minister's rights under or by virtue of this Deed.
- (c) The indemnity in clause 15.12(b) is a continuing obligation, independent of the Developer's other obligations under this Deed and continues after this Deed ends.

15.13. Relationship of the Parties

Unless otherwise stated:

- (a) nothing in this Deed creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the Parties; and
- (b) no Party has the authority to bind any other Party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other Party or pledge any other Party's credit.

Executed as a deed on

2017

**SIGNED SEALED AND DELIVERED The
Minister for Planning** ABN 38 755 709 681
in the presence of:

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



Signature of witness

PATRICK DOYLE

Name of witness in full [PLEASE PRINT]



Signature of Minister

Name of Minister

SIGNED SEALED AND DELIVERED on
behalf of **Bradcorp Wilton Park Pty Ltd**
ABN 69 086 388 212 by:

Signature



Name:

Mark Minogue

Secretary/Director

Signature



Name:

GRAHAM KELLY

Director

SIGNED SEALED AND DELIVERED on
behalf of **Walker Corporation Pty Ltd** ABN
95 001 176 263 by:

Signature



Name:

IAN GRIST

Director Secretary

Signature



Name:

MARK WILKINSON

Director

SIGNED SEALED AND DELIVERED on
behalf of **Walker Group Holdings Pty Ltd**
ACN 001 215 069 by:

Signature 

Name: IAN GRIST

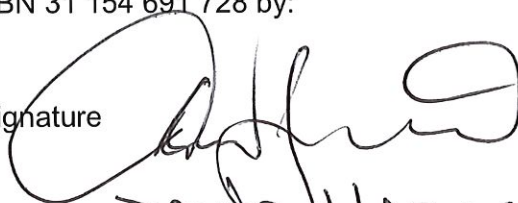
Director Secretary

Signature 

Name: MARK WILKINSON

Director

SIGNED SEALED AND DELIVERED on
behalf of **Wilton Developments Pty Ltd**
ABN 31 154 691 728 by:

Signature 

Name: DAVID HAZLETT

Director

Signature 

Name: WINTON ANTON

Director SECRETARY

SIGNED SEALED AND DELIVERED on
behalf of **Lac-Grew Pty Ltd** ABN 367 002
981 660 by:

Signature 

Name: Alex Hazlett

Director

Signature 

Name: Robert A Hazlett

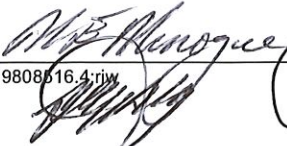
Director

Schedule 1 – Section 93F Requirements

The Parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the Planning Agreement complying with the EP&A Act.

Requirement under the EP&A Act	This Planning Agreement
Planning instrument and/or development application – (Section 93F(1)) The Developer has: (a) sought a change to an environmental planning instrument. (b) made, or proposes to make, a Development Application. (c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) and (b) applies.	(a) Yes (b) No (c) No
Description of land to which this Deed applies – (Section 93F(3)(a))	The Land described in Part 1 of Schedule 2
Description of change to the environmental planning instrument or the development to which this Deed applies – (Section 93F(3)(b)) Describe: (a) the proposed change to the environmental planning instrument to which this Deed applies; OR (b) the development to which this Deed applies.	(a) A change to an environmental planning instrument so as to render the Development permissible.
The scope, timing and manner of delivery of the Contributions required by this Planning Agreement – (Section 93F(3)(c))	Refer to clauses 3 and 13.
Applicability of Section 94 of the EP&A Act to the Development – (Section 93F(3)(d))	The application of section 94 of the EP&A Act is not excluded in respect of the Development.
Applicability of Section 94A of the EP&A Act to the Development – (Section 93F(3)(d))	The application of section 94A of the EP&A Act is not excluded in respect of the Development.
Applicability of Section 94EF of the EP&A Act to the Development – (Section 93F(3)(d))	The application of section 94EF of the EP&A Act is not excluded in respect of the Development.

Requirement under the EP&A Act	This Planning Agreement
Consideration of benefits under this Deed if section 94 applies to the Development – (Section 93F(3)(e)) Are the benefits under this Deed to be taken into consideration if Section 94 of the EP&A Act is not excluded?	No. The Contributions to be provided by the Developer under this Deed must not be taken into consideration in determining a contribution under section 94 in respect of the Development or any other development (as that term is defined in the EP&A Act) in relation to the Land.
Mechanism for Dispute resolution – (Section 93F(3)(f)) Does this Deed provide a mechanism for the resolution of disputes under the agreement?	Refer to clause 7.
Enforcement of this Deed – (Section 93F(3)(g)) This Deed provides for enforcement by a suitable means in the event of a breach.	Refer to clause 8.
Registration of this Deed	No. The Deed does not provide for its registration under section 93H.
No obligation to grant consent or exercise functions – (Section 93F(9)) The Parties acknowledge that this Deed does not impose an obligation on a consent authority to grant a Development Consent, or to exercise any function under the EP&A Act in relation to a change to an environmental planning instrument.	Refer to clause 15.5.

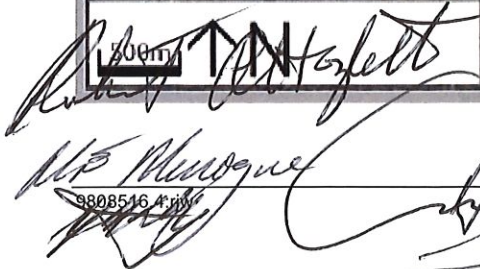




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Part 1 – Wilton Junction



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Part 2 – the Land

The land comprised in

Lot and DP number	Title Reference	Landowner
Lot 1 DP 1215383	1/1215383	Bradcorp Wilton Park Pty Ltd
Lot 2 DP 1215383	2/1215383	"
Lot 1 DP 629828	1/629828	"
Lot 4 DP 702024	4/702024	"
Lot 5 DP 702024	5/702024	Dalbar Pty Ltd
Lot 32 DP 251050	Auto Consol 13798-35	"
Lot 23 DP 251051		
Lot 13 DP 702024	13/702024	"
Lot 2 DP 253922	Volume 15418 Folio 132	"
Lot 10 DP 629951	Volume 15003 Folio 167	"
Lot 5 DP 253922	Volume 13789 Folio 37	"
Lot 4 DP 253922	Volume 13789 Folio 36	"
Lot 51 DP 626650	51/626650	Walker Corporation Pty Ltd
Lot 16 DP 253158	16/253158	"
Lot 1 DP 587498	1/587498	"
Lot 2 DP 1076362	2/1076362	"
Lot 2 DP 108340	2/108340	"
Lot 75 DP 837310	75/837310	"
Lot 1 DP 1018965	1/1018965	"
Lot 25 DP 253157	25/253157	
Lot 26 DP 253157	26/253157	
Lot 32 DP 814280	32/814280	"
Lot 33 DP 814280	33/814280	"
Lot 36 DP 814280	36/814280	"
Lot 37 DP 814280	37/814280	"

Lot 2 Sec 13 DP 759094	2/13/759094	"
Lot 29 DP 814280	29/814280	Walker Group Holdings Pty Ltd
Lot 34 DP 814280	34/814280	"
Lot 38 DP 814280	38/814280	
Lot 30 DP 814280	30/814280	"
Lot 1 DP 1076362	1/1076362	"

Robert A. Haylett

Michael McGuire

[Signature]

Shirley Walker

[Signature]