

Planning Agreement

Environmental Planning and Assessment Act 1979

285, 295, 305, 315 and 325 Pacific Highway, Lake Munmorah

Minister administering the *Environmental Planning and Assessment Act 1979*
(ABN 20 770 707 468)

Alda Properties (Lake Munmorah) Pty Ltd (ACN 657 729 630)

Rose Living Pty Ltd (ACN 628 415 823)

Urban Land Redevelopment Pty Ltd (ACN 645 826 160)

Robin Ernest Becker

Roxanne Annette Becker

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This Planning Agreement is dated

Parties:

Minister administering the *Environmental Planning and Assessment Act 1979* (ABN 20 770 707 468)
c/- NSW Department of Planning, Housing and Infrastructure of Level 11, 4 Parramatta Square, 12 Darcy Street, Parramatta NSW 2150

Alda Properties (Lake Munmorah) Pty Ltd (ACN 657 729 630) of Suite 101, 20 Clarke Street, Crows Nest NSW 2065

Rose Living Pty Ltd (ACN 628 415 823) of 47-51 Riley Street, Woolloomooloo NSW 2011

Urban Land Redevelopment Pty Ltd (ACN 645 826 160) of 98 Glebe Road, The Junction NSW 2291

Robin Ernest Becker of 325 Pacific Highway, Lake Munmorah NSW 2259

Roxanne Annette Becker of 325 Pacific Highway, Lake Munmorah NSW 2259

Introduction:

- A** The Developer owns the Land.
- B** The Developer sought the following changes to the LEP to enable the Development to be carried out on the Land and offered to enter into a planning agreement to contribute towards transport infrastructure to support the Development:
 - change the zoning of the Land from RU6 Transition to part R2 Low Density Residential, RE1 Public Recreation, SP2 Infrastructure and C2 Environmental Conservation; and
 - change the minimum lot size applying to part of the Land from 40 hectares to 450 square metres.
- C** On 6 December 2022, the *Central Coast Local Environmental Plan 2022 (Map Amendment No 3) (LEP Amendment)* was made to change the planning controls applying to the Land. The LEP Amendment commenced on 9 December 2022.
- D** The Developer proposes to carry out the Development on the Land.
- E** The Developer has offered to enter into this deed with the Minister to make the Development Contribution in connection with the carrying out of the Development on the Land, in accordance with the terms and conditions of this deed.

It is agreed:

1. Definitions and interpretation

1.1 Definitions

In this **deed**, unless the context clearly indicates otherwise:

DocuSigned by:

DocuSigned by:

签署人:

Signed by:

DocuSigned by:

Signed by:

Signed by:

Signed by:

Bryan Rose

[Signature]

[Signature]

Roxanne

[Signature]

[Signature]

David Wegener

8176198CB5934C0... B7B8F9F306A04F8... 3EB8E1F9AA684CB... 6C12D49DD864B4... F826CAB7CC4E484... 30DA5426C95D47F... 7452DA488AF6458... 055DA8C299DC44E...

Act means the *Environmental Planning and Assessment Act 1979* (NSW).

Address for Service means the address of each party appearing in Schedule 2 or any new address notified by any party to all other parties as its new Address for Service.

Authority means any Federal, State or local government or semi-governmental, statutory, judicial or public person, instrumentality or department.

Bank Guarantee means an irrevocable and unconditional undertaking:

- (a) by an Australian bank which is an eligible financial institution for the purposes of Treasury Circular NSW TC14/01 dated 24 January 2014 as amended, supplemented or substituted from time to time; and
- (b) on terms acceptable to the Minister, in the Minister's absolute discretion,

to pay the face value of that undertaking (being such amount as is required under this deed) on demand.

Business Day means any day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, and concludes at 5pm on that day.

Commencement Date means the date this deed commences in accordance with clause 2.1 of this deed.

Completion Notice takes its meaning from clause 3.1(a) of Schedule 4.

Consent Authority has the same meaning as in the Act.

Construction Contract means each contract between the Developer and a third party, meeting the requirements of clause 2.3 of Schedule 4, for the carrying out of the Intersection Works Item by that third party.

Costs means any loss, cost, fee, charge, expense, Tax, rate, fine, penalty or debts including those in connection with advisors and any compensation payable to any person in accordance with the law.

Dealing means in relation to the Land means, without limitation, selling, transferring, assigning, mortgaging, charging, disposing, encumbering or otherwise dealing with the Land.

Developer means any of the following, and all of them jointly:

- (a) the Landowner.

Developer Trust Deed takes its meaning from paragraph (a) of Schedule 6.

Development means:

- (a) the subdivision of the Land into up to 288 lots, including up to 283 lots for Residential Accommodation;
- (b) development on the Land including for the purposes of:
 - (i) a local park;
 - (ii) conservation areas;
 - (iii) a collector road and internal local roads;
 - (iv) stormwater detention basins; and

(c) works associated with providing the Development Contribution, generally, in accordance with DA/161/2024 lodged with Central Coast Council.

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

Development Contribution means the following contributions to be provided in accordance with Schedule 4:

- (a) the Kangaroo Avenue Intersection Works Contribution;
- (b) the Tall Timbers Road Intersection Works Contribution.

ELNO has the same meaning as in *the Electronic Conveyancing National Law (NSW)*.

Estimated Cost means the estimated cost of the Intersection Works Item (including the Intersection Works Design), being as at the Commencement Date the amount specified in the table in clause 1.1 of Schedule 4.

Explanatory Note means the note exhibited with a copy of this deed when this deed is made available for inspection by the public pursuant to the Act.

General Register of Deeds means the land register maintained under the *Conveyancing Act 1919 (NSW)* and so titled.

GST means any form of goods and services tax payable under the GST Legislation.

GST Legislation means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Intersection Works Item means each of the following:

- (a) Kangaroo Avenue Intersection Works;
- (b) Tall Timbers Road Intersection Works.

Intersection Works Deed means a deed or agreement entered into by the Roads Authority and the Developer regarding the design and construction of the Intersection Works Item and its handover to the Roads Authority by the Developer, if required by the Roads Authority.

Intersection Works Design means the design of the Intersection Works Item including project management, fees, investigations, consultant fees, studies or reports specifically required for the Intersection Works Item.

Intersection Works Security Instalment means each of the following:

- (a) the Kangaroo Avenue Intersection Works Security;
- (b) the Tall Timbers Road Intersection Works Security.

Kangaroo Avenue Intersection Works means any works:

- (a) to upgrade the intersection at Pacific Highway and Kangaroo Avenue, generally as identified on and consistent with the Kangaroo Avenue Indicative Intersection Plan at Annexure A; and
- (b) carried out in accordance with any Development Consent granted to DA/161/2024 lodged with Central Coast Council, as modified from time to time.

Kangaroo Avenue Intersection Works Contribution means the carrying out and completion of the Kangaroo Avenue Intersection Works by the Developer in accordance with the terms of this deed.

Kangaroo Avenue Intersection Works Security takes its meaning from clause 1(b) of Schedule 5.

Land means the land as specified in Schedule 3.

Landowner means the owner of any part of the Land from time to time, and as at the date of this deed, means the parties listed in Schedule 3.

LEP means *Central Coast Local Environmental Plan 2022*.

Mediation Program means the Mediation Program of the Law Society of New South Wales as published on its website and as varied from time to time.

Minister means the Minister administering the *Environmental Planning and Assessment Act 1979* (ABN 20 770 707 468) and includes the Secretary and a Nominated Officer.

Nominated Officer means an officer of the Department of Planning, Housing and Infrastructure for the time being holding a position nominated by the Secretary for the purposes of this deed.

Plan of Subdivision means a plan of subdivision within the meaning of section 195 of the *Conveyancing Act 1919* (NSW).

Planning Application means:

- (a) a Development Application; or
- (b) any other application required under the Act,
relating to the Land.

Practical Completion means practical completion of the Intersection Works Item in accordance with an Intersection Works Deed.

Real Property Act means the *Real Property Act 1900* (NSW).

Register means the Torrens title register maintained under the Real Property Act.

Residential Accommodation has the same meaning as in the Standard Instrument as at the date of this deed.

Roads Act means the *Roads Act 1993* (NSW).

Roads Authority has the meaning given to it in the Roads Act, and for the purposes of this deed means Transport for NSW.

Secretary means the Secretary of the Department of Planning, Housing and Infrastructure.

Security means one or more Bank Guarantees in the amounts specified as the 'Security Amount' in the table in clause 1(b) of Schedule 5 and on the terms specified in Schedule 5.

Section 138 Approval means a consent issued pursuant to section 138 of the Roads Act.

Standard Instrument means the standard instrument set out at the end of the *Standard Instrument (Local Environmental Plans) Order 2006*.

Subdivision Certificate has the same meaning as in the Act.

Tall Timbers Road Intersection Works means any works:

- (a) to upgrade the intersection at Pacific Highway and Tall Timbers Road, generally as identified on and consistent with the Tall Timbers Road Indicative Intersection Plan at Annexure B; and
- (b) carried out in accordance with any Development Consent granted to DA/161/2024 lodged with Central Coast Council, as modified from time to time.

Tall Timbers Road Intersection Works Contribution means the carrying out and completion of the Tall Timbers Road Intersection Works by the Developer in accordance with the terms of this deed.

Tall Timbers Road Intersection Works Security takes its meaning from clause 1(b) of Schedule 5.

Tall Timbers Road Intersection Works Security Instalment takes its meaning from clause 4(a) of Schedule 5.

Tax means a tax, duty (including stamp duty and any other transaction duty), levy, impost, charge, fee (including a registration fee) together with all interest, penalties, fines and costs concerning them.

Transport for NSW means Transport for NSW constituted under section 3C of the *Transport Administration Act 1988* (NSW).

Trustee Developer means any company that is entering into this deed on behalf of a trust.

Works Notice takes its meaning from 2.3(a) of Schedule 4.

1.2 Interpretation

In this deed unless the context clearly indicates otherwise:

- (a) a reference to **this deed** or another document means this deed or that other document and any document which varies, supplements, replaces, assigns or novates this deed or that other document;
- (b) a reference to **legislation** or a **legislative provision** includes any statutory modification, or substitution of that legislation or legislative provision and any subordinate legislation made under that legislation or legislative provision;
- (c) a reference to a **body** or **authority** which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;
- (d) a reference to the **Department of Planning, Housing and Infrastructure** continues to be a reference to the Department even if renamed and, if that Department is abolished or ceases to include the group of staff principally responsible for the administration of the Act, is a reference to any other Department or other Public Service agency (within the meaning of the *Government Sector Employment Act 2013* (NSW)) that includes that group of staff, whether or not the change in relation to the Department occurs before or after the execution of this deed by the Minister;
- (e) a reference to the **introduction**, a **clause**, or a **schedule** is a reference to the introduction, a clause, or a schedule to or of this deed;
- (f) **clause headings**, the **introduction** and the **table of contents** are inserted for convenience only and do not form part of this deed;

- (g) the **schedules** form part of this deed;
- (h) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (i) a reference to a **natural person** includes their personal representatives, successors and permitted assigns;
- (j) a reference to a **corporation** includes its successors and permitted assigns;
- (k) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this deed;
- (l) an **obligation** or **warranty** on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- (m) a requirement to do any thing includes a requirement to cause that thing to be done and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (n) **including** and **includes** are not words of limitation;
- (o) a word that is derived from a defined word has a corresponding meaning;
- (p) **monetary amounts** are expressed in Australian dollars;
- (q) the singular includes the plural and vice-versa;
- (r) words importing one gender include all other genders;
- (s) a reference to a thing includes each part of that thing; and
- (t) neither this deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

2. Operation and application of this deed

2.1 Operation

This deed commences on the date that this deed is signed by all the parties.

2.2 Planning agreement under the Act

This deed constitutes a planning agreement within the meaning of section 7.4 of the Act and the parties agree on the matters set out in Schedule 1.

2.3 Application

This deed applies to:

- (a) the Land; and
- (b) the Development.

3. Application of development contributions provisions of the Act

The application of the following provisions of the Act to the Development is excluded (or not excluded) to the extent stated in Schedule 1:

- (a) sections 7.11 and 7.12;

- (b) Subdivision 4 of Division 7.1.

4. Development Contribution

4.1 Developer to provide Development Contribution

The Developer undertakes to provide, or procure the provision of, the Development Contribution to the Minister or the Roads Authority in accordance with the provisions of Schedule 4.

4.2 Acknowledgement

The Developer acknowledges and agrees that, subject to section 7.3 of the Act, the Minister:

- (a) has no obligation to use or expend the Development Contribution for a particular purpose despite any provision of this deed to the contrary; and
- (b) in circumstances where the Development Contribution is made to any Authority, has not made any representation or warranty that the Development Contribution will or must be used for a particular purpose by that Authority.

5. Enforcement

5.1 Developer to provide Security

The Developer has agreed to provide security to the Minister for the performance of the Developer's obligations under this deed by:

- (a) agreeing to register this deed in accordance with clause 6; and
- (b) providing the Security in accordance with the terms and procedures set out in Schedule 5.

6. Registration

6.1 Registration of deed

- (a) The Developer agrees to procure the registration of this deed on the title to the Land, including promptly responding to any requisitions made by the Registrar-General in respect of this deed and/or any ancillary documents.
- (b) To procure registration of this deed as required in clause 6.1(a), the Developer at its own expense is to take all practical steps and otherwise do anything to procure:
 - (i) the consent of each person, as required by the Registrar-General, who:
 - (A) has an estate or interest in that land registered under the Real Property Act; or
 - (B) is seized or possessed of an estate or interest in that land,to the registration of this deed on the title to that land and to the terms of this deed;
 - (ii) the execution of any documents; and
 - (iii) the electronic lodgement of this deed in a registrable form through an ELNO for registration by the Registrar-General in the relevant folios of the Register for that land, or in the General Register of Deeds if this deed relates to land not under the Real Property Act.

6.2 Evidence of registration

- (a) The Developer must provide the Minister with evidence of the lodgement of this deed pursuant to clause 6.1(b)(iii) within 10 Business Days of such lodgement.
- (b) The Developer will provide the Minister with copies of the relevant folios of the Register and copies of the registered dealings containing this deed within 10 Business Days of receipt of notice of registration of this deed.

6.3 Release and discharge of deed

The Minister agrees to do all things reasonably required by the Developer to release and discharge this deed with respect to any part of the Land upon the Developer satisfying all of its obligations under this deed in respect of that part of the Land.

6.4 Interest in Land

Each Landowner represents and warrants that it is as at the date of execution of this deed:

- (a) the owner of its part of the Land as shown in Schedule 3; and
- (b) legally and beneficially entitled to obtain all consents and approvals and to compel any person referred to in or contemplated by clause 6.1(b)(i) to assist, cooperate and to otherwise do all things necessary to comply with the Developer's obligations under clause 6.

6.5 Right to lodge caveat

- (a) Subject to clause 6.5(b) until such time as this deed is registered on the title to the Land in accordance with clause 6.1, the Landowner acknowledges that this deed confers on the Minister an interest in the Land and entitles the Minister to lodge and maintain a caveat on the title to the Land to prevent any Dealing in respect of the Land.
- (b) If the Minister lodges a caveat in accordance with clause 6.5(a), then the Minister will do all things reasonably necessary to:
 - (i) ensure that the caveat does not prevent or delay the registration of this deed; and
 - (ii) remove the caveat from the title to the Land promptly, following registration of this deed in accordance with clause 6.1.
- (c) If, after 20 Business Days of receipt of a copy of this deed executed by the Minister (or any further period agreed by the Minister in writing), the Developer has been unable to achieve registration of this deed in accordance with clause 6.1, the Developer must pay the Minister's reasonable costs and expenses, including legal costs, of exercising the Minister's rights under clause 6.5(a) to lodge and withdraw a caveat(s) (as applicable).

7. Dispute Resolution

7.1 Not commence

A party must not commence any court proceedings relating to a dispute unless it complies with this clause 7.

7.2 Written notice of dispute

A party claiming that a dispute has arisen under or in relation to this deed must give written notice to the other party specifying the nature of the dispute.

7.3 Attempt to resolve

On receipt of notice under clause 7.2, the parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution processes such as mediation, expert evaluation or other methods agreed by them.

7.4 Mediation

If the parties do not agree within 21 Business Days of receipt of notice under clause 7.2 (or any further period agreed in writing by them) as to:

- (a) the dispute resolution technique and procedures to be adopted;
- (b) the timetable for all steps in those procedures; or
- (c) the selection and compensation of the independent person required for such technique,

the parties must mediate the dispute in accordance with the Mediation Program. The parties must request the president of the Law Society of NSW or the president's nominee to select the mediator and determine the mediator's remuneration.

7.5 Court proceedings

If the dispute is not resolved within 60 Business Days after notice is given under clause 7.2 then any party which has complied with the provisions of this clause 7 may in writing terminate any dispute resolution process undertaken under this clause and may then commence court proceedings in relation to the dispute.

7.6 Not use information

The parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement under this clause 7 is to attempt to settle the dispute. No party may use any information or documents obtained through any dispute resolution process undertaken under this clause 7 for any purpose other than in an attempt to settle the dispute.

7.7 No prejudice

This clause 7 does not prejudice the right of a party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this deed.

8. GST

8.1 Definitions

Words used in this clause that are defined in the GST Legislation have the meaning given in that legislation.

8.2 Intention of the parties

The parties intend that:

- (a) Divisions 81 and 82 of the GST Legislation apply to the supplies made under and in respect of this deed; and
- (b) no additional amounts will be payable on account of GST and no tax invoices will be exchanged between the parties.

8.3 Reimbursement

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 must be limited to the total cost, expense or amount less the amount of any input tax credit to which any entity is entitled for the acquisition to which the cost, expense or amount relates.

8.4 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this deed are exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purposes of this clause 8.4.

8.5 Additional Amounts for GST

To the extent an amount of GST is payable on a supply made by a party (**Supplier**) under or in connection with this deed (the **GST Amount**), the recipient must pay to the Supplier the GST Amount. However, where a GST Amount is payable by the Minister as recipient of the supply, the Developer must ensure that:

- (a) the Developer makes payment of the GST Amount on behalf of the Minister, including any gross up that may be required; and
- (b) the Developer provides a tax invoice to the Minister.

8.6 Non monetary consideration

Clause 8.5 applies to non-monetary consideration.

8.7 Assumptions

The Developer acknowledges and agrees that in calculating any amounts payable under clause 8.5 the Developer must assume the Minister is not entitled to any input tax credit.

8.8 No merger

This clause does not merge on completion or termination of this deed.

9. Assignment and transfer

9.1 Right to assign or novate

- (a) Prior to a proposed assignment or novation of its rights or obligations under this deed, the party seeking to assign its rights or novate its obligations (**Assigning Party**) must seek the consent of the Minister and:
 - (i) satisfy the Minister (acting reasonably) that the person to whom the Assigning Party's rights or obligations are to be assigned or novated (**Incoming Party**) has sufficient assets, resources and expertise required to perform the Assigning Party's obligations under this deed insofar as those obligations are to be novated to the Incoming Party;
 - (ii) procure the execution of an agreement by the Incoming Party with the Minister on terms satisfactory to the Minister (acting reasonably) under which the Incoming Party agrees to comply with the terms and conditions of this deed as though the Incoming Party were the Assigning Party; and

- (iii) satisfy the Minister, acting reasonably, that it is not in material breach of its obligations under this deed.
- (b) The Assigning Party must pay the Minister's reasonable legal costs and expenses incurred under this clause 9.1.

9.2 Right to transfer Land

- (a) Subject to clause 9.2(b), a Landowner must not sell or transfer to another person (**Transferee**) any part of the Land:
 - (i) on which this deed remains registered under section 7.6 of the Act; or
 - (ii) for which a Development Contribution required under this deed remain outstanding.
- (b) A Landowner may sell or transfer any part of the Land to a Transferee if prior to the proposed sale or transfer that Landowner:
 - (i) satisfies the Minister, acting reasonably, that:
 - (A) the proposed Transferee has sufficient assets, resources and expertise required to perform any of the remaining obligations of the Developer under this deed; or
 - (B) that Landowner will continue to be bound by the terms of this deed after the transfer has been effected;
 - (ii) procures the execution of an agreement by the Transferee with the Minister on terms satisfactory to the Minister, acting reasonably, under which the Transferee agrees to comply with the terms and conditions of this deed as though the Transferee were the Developer; and
 - (iii) satisfies the Minister, acting reasonably, that it is not in material breach of its obligations under this deed.
- (c) That Landowner must pay the Minister's reasonable legal costs and expenses incurred under this clause 9.2.

10. Capacity

10.1 General warranties

Each Party warrants to each other party that:

- (a) this deed creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (b) unless otherwise stated, it has not entered into this deed in the capacity of trustee of any trust.

10.2 Power of attorney

If an attorney executes this deed on behalf of any party, the attorney declares that it has no notice of the revocation of that power of attorney.

10.3 Trustee Developer

Each Trustee Developer:

- (a) warrants to the Minister that it has entered into this deed in the capacity as trustee of a trust; and
- (b) acknowledges and agrees to the provisions in Schedule 6.

11. Reporting requirement

- (a) By 1 September each year or as otherwise agreed with the Secretary, the Developer must deliver to the Secretary a report (in a format acceptable to the Secretary) for the period 1 July to 30 June of the preceding financial year which must include the following matters, as applicable:
 - (i) details of all Development Consents and Subdivision Certificates issued in relation to the Development;
 - (ii) a description of the status of the Development including a plan that identifies what parts of the Development have been completed, are under construction and are to be constructed;
 - (iii) a forecast in relation to the anticipated progression and completion of the Development;
 - (iv) a forecast in relation to the anticipated progression and completion of the Intersection Works Item; and
 - (v) when the Developer expects to lodge the next Planning Application.
- (b) Upon the Secretary's request, the Developer must deliver to the Secretary all documents and other information which, in the reasonable opinion of the Secretary are necessary for the Secretary to assess the status of the Development and the Developer's compliance with this deed.

12. General Provisions

12.1 Entire deed

This deed constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

12.2 Variation

This deed must not be varied except by a later written document executed by all parties.

12.3 Waiver

A right created by this deed cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

12.4 Further assurances

Each party must promptly execute all documents and do everything necessary or desirable to give full effect to the arrangements contained in this deed.

12.5 Time for doing acts

- (a) If:
 - (i) the time for doing any act or thing required to be done; or
 - (ii) a notice period specified in this deed,expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.
- (b) If any act or thing required to be done is done after 5 pm on the specified day, it is taken to have been done on the following Business Day.

12.6 Governing law and jurisdiction

- (a) The laws applicable in New South Wales govern this deed.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

12.7 Severance

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this deed without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

12.8 Preservation of existing rights

The expiration or termination of this deed does not affect any right that has accrued to a party before the expiration or termination date.

12.9 No merger

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this deed for any reason, does not merge on the occurrence of that event but remains in full force and effect.

12.10 Counterparts

This deed may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

12.11 Relationship of 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 to pledge any other party's credit.

12.12 Good faith

Each party must act in good faith towards all other parties and use its best endeavours to comply with the spirit and intention of this deed.

12.13 No fetter

Nothing in this deed is to be construed as requiring the Minister to do anything that would cause the Minister to breach any of the Minister's obligations at law and without limitation, nothing in this deed shall be construed as limiting or fettering in any way the discretion of the Minister in exercising any of the Minister's statutory functions, powers, authorities or duties.

12.14 Explanatory note

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

12.15 Expenses and stamp duty

- (a) The Developer must pay its own and the Minister's reasonable legal costs, valuation costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this deed.
- (b) The Developer must pay for all reasonable costs and expenses associated with the giving of public notice of this deed and the Explanatory Note.
- (c) 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).
- (d) The Developer must pay its own and the Minister's reasonable costs and disbursements in connection with the release and discharge of this deed with respect to any part of the Land pursuant to clause 6.3.
- (e) The Developer must provide the Minister with bank cheques, or an alternative method of payment if agreed with the Minister, in respect of the Minister's costs pursuant to clauses 12.15(a), (b) and (d):
 - (i) where the 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
 - (ii) where the Minister has not provided the Developer with prior written notice of the sum of such costs prior to execution, within 30 Business Days of demand by the Minister for payment.

12.16 Notices

- (a) Any notice, demand, consent, approval, request or other communication (**Notice**) to be given under this deed must be in writing and must be given to the recipient at its Address for Service by being:
 - (i) hand delivered; or
 - (ii) sent by prepaid ordinary mail within Australia; or
 - (iii) sent by email.
- (b) A Notice is given if:
 - (i) hand delivered, on the date of delivery but if delivery occurs after 5pm New South Wales time or a day that is not a Business Day, is taken to be given on the next Business Day;
 - (ii) sent by prepaid ordinary mail within Australia, on the date that is 2 Business Days after the date of posting; or

(iii) sent by email:

(A) before 5pm on a Business Day, on that Day;

(B) after 5pm on a Business Day, on the next Business Day after it is sent; or

(C) on a day that it is not a Business Day, on the next Business Day after it is sent,

and the sender does not receive a delivery failure notice.

12.17 Electronic execution

- (a) Each party consents to this deed and any variations of this deed being signed by electronic signature by the methods set out in this clause.
- (b) This clause applies regardless of the type of legal entity of the parties. If this deed or any subsequent variations are signed on behalf of a legal entity, the persons signing warrant that they have the authority to sign.
- (c) For the purposes of this clause, the parties agree that the following methods validly identify the person signing and indicate that person's intention to sign this deed and any variation of it:
 - (i) insertion of an image (including a scanned image) of the person's own unique signature on to the deed;
 - (ii) insertion of the person's name on to the deed; or
 - (iii) use of a stylus or touch finger or a touch screen to sign the deed,provided that in each of the above cases, words to the effect of '*Electronic signature of me, [NAME], affixed by me on [DATE]*' are also included on the deed;
 - (iv) use of a reliable electronic signature and exchange platform (such as DocuSign or AdobeSign) to sign the deed; or
 - (v) as otherwise agreed in writing (including via email) between the parties.
- (d) The parties agree that the above methods are reliable as appropriate for the purpose of signing this deed and that electronic signing of this deed by or on behalf of a party indicates that party's intention to be bound.
- (e) A signed copy of this deed transmitted by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this deed for all purposes.

Schedule 1

Table 1 - Requirements under section 7.4 of the Act (clause 2.2)

The parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the deed complying with the Act.

| Requirement under the Act | This deed |
|--|--|
| Planning instrument and/or development application – (section 7.4(2)) The Developer has: <ul style="list-style-type: none"> (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) or (b) applies. | <ul style="list-style-type: none"> (a) No (b) Yes (c) No |
| Description of land to which this deed applies – (section 7.4(3)(a)) | See Schedule 3 |
| Description of development to which this deed applies – (section 7.4(3)(b)) | See definition of Development in clause 1.1 |
| Description of change to the environmental planning instrument to which this deed applies – (section 7.4(3)(b)) | Not applicable |
| The scope, timing and manner of delivery of contribution required by this deed – (section 7.4(3)(c)) | See Schedule 4 |
| Applicability of sections 7.11 and 7.12 of the Act – (section 7.4(3)(d)) | The application of sections 7.11 and 7.12 of the Act is not excluded in respect of the Development. |
| Applicability of Subdivision 4 of Division 7.1 of the Act – (section 7.4(3)(d)) | The application of Subdivision 4 of Division 7.1 of the Act to the Development is excluded . |
| Consideration of benefits under this deed if section 7.11 applies – (section 7.4(3)(e)) | No |
| Mechanism for Dispute Resolution – (section 7.4(3)(f)) | See clause 7 |
| Enforcement of this deed – (section 7.4(3)(g)) | See clause 5 and clause 6 |

| Requirement under the Act | This deed |
|--|------------------|
| No obligation to grant consent or exercise functions – (section 7.4(10)) | See clause 12.13 |

Table 2 – Other matters

| Requirement under the Act | This deed |
|---|--|
| Registration of the Planning Agreement – (section 7.6 of the Act) | Yes (see clause 6) |
| Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a construction certificate is issued – (section 21 of Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021) | No |
| Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before an occupation certificate is issued – (section 48 of Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021) | No |
| Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a subdivision certificate is issued – (section 6.15(1)(d) of the Act) | Yes (see clause 2.4(b) of Schedule 4 and clause 4(d) Schedule 5) |

Schedule 2 – Address for Service

(clause 1.1)

Minister

Contact: The Secretary

Address: Department of Planning, Housing and Infrastructure
Level 11, 4 Parramatta Square, 12 Darcy Street
PARRAMATTA NSW 2150

Email: planningagreements@planning.nsw.gov.au

Developer

Contact: The Company Directors and Secretary
Alda Properties (Lake Munmorah) Pty Ltd

Attention: Darren Van Aardt and Albert Wong

Address: Suite 101, 20 Clarke Street
CROWS NEST NSW 2065

Email: darren@aldaproperties.com.au
albert@aldaproperties.com.au

Contact: The Company Directors and Secretary
Rose Living Pty Ltd

Attention: Stuart Rose and Bryan Rose

Address: 47-51 Riley Street
WOOLLOOMOOLOO NSW 2011

Email: srose@rosegroupp.com.au
brose@rosegroupp.com.au

Contact: The Company Directors and Secretary

Urban Land Redevelopment Pty Ltd
Attention: Alice Joy and David Wegener

Address: 98 Glebe Road
THE JUNCTION NSW 2291

Email: alice@urbanvillager.com.au
davidw@elinkfinance.com.au

Contact: Robin Ernest Becker and Roxanne Annette Becker
c/- Ross Mason

Address: 325 Pacific Highway
LAKE MUNMORAH NSW 2259

Email: rmason@masonlawyers.com.au

Schedule 3 – Land

(clause 1.1)

| Lot in Deposited Plan | Folio Identifier | Landowner |
|---------------------------------|-------------------------|---|
| Lot 1 in Deposited Plan 626787 | 1/626787 | Alda Properties (Lake Munmorah) Pty Ltd (ACN 657 729 630) |
| Lot 1 in Deposited Plan 1310973 | 1/1310973 | Rose Living Pty Ltd (ACN 628 415 823) |
| Lot 27 in Deposited Plan 755266 | 27/755266 | Urban Land Redevelopment Pty Ltd (ACN 645 826 160) |
| Lot 83 in Deposited Plan 650114 | 83/650114 | Robin Ernest Becker and Roxanne Annette Becker |

Schedule 4 – Development Contribution

(clause 4)

1. Development Contribution

1.1 Development Contribution

The Developer undertakes to provide the whole or part of the Development Contribution to the Minister or the Roads Authority in the manner and the times as set out in the table below:

| Development Contribution | Estimated cost | Timing |
|---|----------------|--|
| Kangaroo Avenue Intersection Works Contribution | \$632,611 | Prior to the issue of the Subdivision Certificate for the first lot created for the purpose of Residential Accommodation within the Development. |
| Tall Timbers Road Intersection Works Contribution | \$4,530,326 | Prior to the issue of the Subdivision Certificate for the 181 st lot created for the purpose of Residential Accommodation within the Development. |

2. Provision of the Kangaroo Avenue Intersection Works Contribution and Tall Timbers Road Intersection Works Contribution

2.1 Provision of the Kangaroo Avenue Intersection Works Contribution and Tall Timbers Road Intersection Works Contribution

The Developer must provide the Kangaroo Avenue Intersection Works Contribution and Tall Timbers Road Intersection Works Contribution to the Minister or the Roads Authority in accordance with this clause 2.

2.2 Conditions to Commencement of the Intersection Works Item

Prior to commencement of the Intersection Works Item, the Developer must:

- (a) if Development Consent is required — provide evidence to the Minister that it has obtained Development Consent for the Intersection Works Item;
- (b) if required by the Roads Authority to enter into an Intersection Works Deed:
 - (i) enter into an Intersection Works Deed, on such terms and conditions as are:
 - (A) consistent with the requirements of this deed, including this Schedule 4; and
 - (B) acceptable to the Roads Authority and the Minister; and
 - (ii) provide to the Minister a copy of the executed Intersection Works Deed to carry out the Intersection Works Item; and

- (c) if a Section 138 Approval is required in relation to the Intersection Works Item, provide to the Minister a copy of the Section 138 Approval.

2.3 Construction Contract for the Intersection Works Item

- (a) The Developer must provide written notice to the Minister which confirms that it intends to commence the Intersection Works Item (**Works Notice**). If the Developer is to engage a third party to carry out the Intersection Works Item, then clauses 2.3(b) to (f) apply.
- (b) The Developer may only enter into a Construction Contract with a third party contractor who is:
 - (i) appointed under the competitive tender process on an arm's length basis; and
 - (ii) approved by the Roads Authority and meets all of the Roads Authority's requirements.
- (c) The Developer must undergo a competitive tender process in awarding a Construction Contract for the Intersection Works Item and provide evidence of such tender process to the Minister within 10 Business Days of awarding the Construction Contract.
- (d) The Works Notice must be accompanied by a copy of each Construction Contract in place for the Intersection Works Item.
- (e) If further Construction Contract(s) are entered into after the Works Notice has been issued the Developer must provide a written notice to the Minister of that fact as soon as is practicable and follow the process for appointing a construction contractor described in clauses 2.3(b) and (c) above. The Developer will provide the Minister with a copy of the further Construction Contract(s).
- (f) Each Construction Contract must:
 - (i) identify a superintendent for the Intersection Works Item;
 - (ii) provide a reasonable itemisation of works comprising the Intersection Works Item, which, in relation to construction work, may be by a bill of quantities;
 - (iii) identify the contract value for each item of the Intersection Works Item; and
 - (iv) identify the terms and conditions applicable to the carrying out of the Intersection Works Item.

2.4 Timing of the Intersection Works Item

- (a) The Developer must ensure Practical Completion of the Intersection Works Item in accordance with the Intersection Works Deed and by the time specified in the table in clause 1.1 of this Schedule 4.
- (b) The Developer agrees that the requirement in clause 2.4(a) of this Schedule 4 is a restriction on the issue of the relevant Subdivision Certificate for the purposes of section 6.15(1)(d) of the Act.

3. Completion of an Intersection Works Item

3.1 Completion Notice

- (a) If the Developer considers that it has completed the Intersection Works Item in accordance with the requirements of the Roads Authority and this deed, the Developer will provide notice to the Minister stating that the Developer considers that the Intersection Works Item has been completed (**Completion Notice**) together with:

- (i) a certificate from the Roads Authority confirming that Practical Completion of the Intersection Works Item has occurred; and
 - (ii) such other supporting documentation as is necessary for the Minister to determine whether the Intersection Works Item has been completed. The Developer must promptly provide any additional information reasonably requested by the Minister.
- (b) The Minister will, within 45 days of receiving the Completion Notice and all the documentation required under this clause 3.1 determine whether the Intersection Works Item has been completed.
- (c) If the Minister, acting reasonably, is satisfied that the Intersection Works Item has been completed, the Minister will notify the Developer of the Minister's acceptance that part of the Development Contribution has been provided.
- (d) If the Minister, acting reasonably, is not satisfied the Intersection Works Item has been completed, the Minister will notify the Developer and provide an explanation as to why he or she considered the Intersection Works Item not complete and, if applicable, provide details of:
 - (i) any additional work or tasks which must be undertaken; and/or
 - (ii) any information or documents which must be provided,by the Developer, in order to complete the Intersection Works Item. The Developer may, after taking into account the Minister's explanation and undertaking the work or providing the information or documents required, re-submit a Completion Notice together with any necessary documentation.
- (e) If, despite the actions undertaken under clause 3.1(d) of this Schedule 4, the parties dispute whether the Intersection Works Item has been completed, clause 7 applies to the resolution of the dispute.

Schedule 5- Security

(clause 5.1)

1. Developer to provide Security

- (a) In order to secure the performance of the obligations of the Developer under this deed, the Developer has agreed to provide the Security to the Minister.
- (b) Each Security must:
 - (i) name the “Minister administering the *Environmental Planning and Assessment Act 1979*” and the “Department of Planning, Housing and Infrastructure ABN 20 770 707 468” as the relevant beneficiaries;
 - (ii) be in the amount as set out in the table below;
 - (iii) be security for the Secured Obligation as set out in the table below; and
 - (iv) not have an expiry date.

| Security Amount | Secured Obligation |
|--|---|
| \$200,000 (Base Security) | All obligations imposed on the Developer under this deed. |
| \$316,305.50 (Kangaroo Avenue Intersection Works Security) | The obligation to provide the Kangaroo Avenue Intersection Works Contribution pursuant to clause 2 of Schedule 4. |
| \$2,265,163 (Tall Timbers Road Intersection Works Security) | The obligation to provide the Tall Timbers Road Intersection Works Contribution pursuant to clause 2 of Schedule 4. |

- (c) If an Administrative Arrangements Order (within the meaning of Part 7 of the *Constitution Act 1902* (NSW)) is made affecting the Department of Planning, Housing and Infrastructure before the relevant Security is provided under this Schedule, the Security is to name the agency that the Secretary advises the Developer in writing is to be a beneficiary in addition to the Minister.

2. Base Security

- (a) At the time the Developer executes this deed, the Developer must provide the Base Security to the Minister in order to secure the performance of all obligations of the Developer under this deed when it is executed by the Minister.
- (b) From the date the Developer executes this deed until the date that the Developer has performed all its obligations under this deed, the Minister is entitled to retain the Base Security and call upon it in the circumstances set out in clause 6 of this Schedule 5.

3. Kangaroo Avenue Intersection Works Security

- (a) Subject to clause 5 of this Schedule 5, at the time the Developer executes this deed, the Developer must provide the Kangaroo Avenue Intersection Works Security to the Minister in

order to secure the provision of the Kangaroo Avenue Intersection Works Contribution under this deed when it is executed by the Minister.

4. Tall Timbers Road Intersection Works Security

- (a) Subject to clause 5 of this Schedule 5, the Developer must provide the Tall Timbers Road Intersection Works Security to the Minister in order to secure the provision of the Tall Timbers Road Intersection Works Contribution under this deed.
- (b) The Tall Timbers Road Intersection Works Security is to be provided to the Minister in three equal instalments of \$755,054 (known each as a **Tall Timbers Road Intersection Works Security Instalment**).
- (c) The Developer must pay to the Minister a Tall Timbers Road Intersection Works Security Instalment prior to the issue of a Subdivision Certificate for the 55th, 110th and 165th lot created for the purposes of Residential Accommodation within the Development.
- (d) The Developer agrees that this requirement in clause 4(c) above of this Schedule 5 is a restriction on the issue of the relevant Subdivision Certificate for the purposes of section 6.15(1)(d) of the Act.

5. Provision of Intersection Works Security under an Intersection Works Deed

- (a) If the Developer before, on or after execution of this deed:
 - (i) enters into one or more Intersection Works Deeds in relation to the Intersection Works Item;
 - (ii) provides security to the Roads Authority so that the total amount of the security provided to the Roads Authority equals or exceeds the Intersection Works Security Instalment; and
 - (iii) satisfies the Minister, in the Minister's absolute discretion, as to the adequacy of the security provided to the Roads Authority for the Intersection Works Item including providing all information reasonably required by the Minister regarding the security provided,

the Minister will accept the security provided to the Roads Authority as securing the performance of the Developer's obligation to deliver the Kangaroo Avenue Intersection Works Contribution and Tall Timbers Road Intersection Works Contribution, and will provide written notification to the Developer of the Minister's position under this clause 5 within 20 Business Days of receiving all required information from the Developer regarding the security provided to the Roads Authority.

- (b) Where clause 5 of this Schedule 5 applies, the Minister will return any Intersection Works Security Instalment provided by the Developer under clauses 3 or 4 of this Schedule 5 within 20 Business Days of the Minister notifying the Developer of the Minister's acceptance of the security provided to the Roads Authority under an Intersection Works Deed.
- (c) If the Developer does not satisfy the Minister as to the adequacy of the security provided for the Intersection Works Item to the Roads Authority under an Intersection Works Deed in accordance with clause 5 of this Schedule 5, then:

- (i) the Developer will be required to provide Security to the Minister for the difference between the total amount of the security provided under one or more Intersection Works Deeds to the Roads Authority and the Intersection Works Security Instalment;
- (ii) upon receipt of Security required by the Minister under clause 5(c)(i) of this Schedule 5, the Minister will accept that Security and the security provided to the Roads Authority as securing the performance of the Developer's obligation to deliver the Intersection Works Item; and
- (iii) the Minister will return the Intersection Works Security Instalment within 20 Business Days of receiving the Security under clause 5(c)(i) of this Schedule 5.

6. Claims under Security

- (a) The Minister may:
 - (i) call upon any Security provided in accordance with this deed where the Developer has failed to fulfil the Secured Obligation in accordance with this deed; and
 - (ii) retain and apply such monies towards any costs and expenses incurred by the Minister in rectifying any default by the Developer under this deed.
- (b) Prior to calling upon the Security, the Minister must give the Developer not less than 10 Business Days written notice of his or her intention to call upon the Security.
- (c) If:
 - (i) the Minister calls upon the Security; and
 - (ii) applies all or part of such monies towards and any costs and expenses incurred by the Minister in rectifying any default by the Developer under this deed; and
 - (iii) has notified the Developer of the call upon the Security in accordance with clause 6(b) of this Schedule 5,

then the Developer must provide the Minister with a replacement Security to ensure that, at all times, until the date the Security is released in accordance with clause 7 of this Schedule 5, the Minister is in possession of Security for a face value equivalent to the Security required to be provided in accordance with clauses 1, 2, 3 and 4 of this Schedule 5.

7. Release of Security

If the whole of the Base Security and Intersection Works Security Instalment have not been expended and the Developer has paid or satisfied all of its obligations under this deed, including provision of the Development Contribution in accordance with this deed then the Minister will return those securities (less any costs, charges, duties and taxes payable) to the Developer within 20 Business Days of the Minister notifying the Developer of the Minister's acceptance of the Development Contribution under clause 3.1(c) of Schedule 4.

Schedule 6 - Trustee provisions

- (a) Each Developer Trustee enters into this deed in its capacity as trustee for its respective trust constituted by a trust deed (**Developer Trust Deed**). Each Developer Trustee:
 - (i) warrants that:
 - (A) it is the sole trustee of its respective trust and no action has been taken to remove or replace it;
 - (B) entry into this deed is for the benefit of the beneficiaries of its respective trust and as trustee it is authorised and empowered under the Developer Trust Deed to enter into and to perform its obligations and satisfy or discharge its liabilities under this deed;
 - (C) it is not in breach of the Developer Trust Deed;
 - (D) it is entitled under the Developer Trust Deed to be indemnified in full in respect of the obligations and liabilities incurred by it under this deed;
 - (E) it is not aware of any reason why the assets of the Developer Trust might be insufficient to satisfy or discharge the obligations and liabilities incurred by it under this deed; and
 - (F) it has the power under the Developer Trust Deed to execute and perform its obligations and discharge its liabilities under this deed and all necessary action has been taken to authorise the execution and performance of this deed under the Developer Trust Deed;
 - (ii) indemnifies the Minister, and agrees to keep the Minister indemnified, in respect of any loss or liability in any way connected with a breach of a warranty in paragraph (a)(i) above; and
 - (iii) undertakes:
 - (A) at the Minister's request, to exercise its right of indemnity from its respective trust property in respect of obligations incurred by it under this deed; and
 - (B) to comply with its obligations as trustee of its respective trust.
- (b) Without the prior consent of the Minister, the Developer Trustee may not, and may not agree, attempt or take steps to, do anything which:
 - (i) effects or facilitates the retirement, removal or replacement of the Developer Trustee as trustee of its respective trust. The Minister may impose conditions on any consent it provides under this clause, including:
 - (A) the Developer Trustee must procure that the replacement trustee enters into a new deed with the Minister on the same terms as this deed;
 - (B) the Developer Trustee (as outgoing trustee) must procure an agreement from the Minister, under which the Minister releases the Developer Trustee from the requirement to observe and perform any future obligation under this deed;
 - (C) the Developer Trustee (as outgoing trustee) must release the Minister, from the requirement to observe and perform any future obligation under this deed; and

- (D) the Developer Trustee (as the outgoing trustee) must pay the reasonable costs and expenses of the Minister in relation to entering into a new deed under this paragraph (b)(i)(D) and the costs and expenses of registering any new deed on the title to the Land.
- (ii) could restrict the Developer Trustee's right of indemnity from its respective trust property in respect of the obligations incurred by the Developer Trustee under this deed;
 - (iii) could restrict or impair the ability of the Developer Trustee to comply with its obligations under this deed;
 - (iv) effects or facilitates the termination of its respective trust;
 - (v) effects or facilitates the variation of its respective trust;
 - (vi) effects or facilitates the resettlement of its respective trust property; or
 - (vii) could result in its respective trust property being mixed with other property.
- (c) Subject to paragraph (e) below, liability arising under or in connection with this deed (except under or in connection with paragraph (a) above) is limited and can be enforced against the Developer Trustee only to the extent to which the Developer Trustee, having sought indemnification to the maximum extent possible, is actually indemnified in respect of that liability out of the assets of its respective trust. This limitation of the Developer Trustee's liability extends to all liabilities and obligations of the Developer Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this deed.
- (d) No party to this deed or any person claiming through or on behalf of them will be entitled to:
- (i) claim from or commence proceedings against the Developer Trustee in respect of any liability in any capacity other than as the trustee for its respective trust;
 - (ii) seek the appointment of a receiver, receiver and manager, liquidator, an administrator or any similar office-holder to the Developer Trustee, or prove in any liquidation, administration or arrangement of or affecting the Developer Trustee, except in relation to the assets of its respective trust; or
 - (iii) enforce or seek to enforce any judgment in respect of a liability under this deed or otherwise against the Developer Trustee in any capacity other than as trustee for its respective trust,
- except under or in connection with paragraph (a) above.
- (e) Notwithstanding any other provision of this deed, paragraphs (c) and (d) above do not apply to any obligation or liability of the Developer Trustee to the extent to which there is, in respect of that obligation or liability, whether under its respective trust deed or by operation of law, a reduction in the extent of the Developer Trustee's indemnification, or loss of the Developer Trustee's right of indemnification, out of the assets of its respective trust as a result of the Developer Trustee's failure to properly perform its duties as trustee for its respective trust.
- (f) Nothing in paragraph (e) above will make the Developer Trustee liable for any claim for an amount greater than the amount which the Minister would have been able to claim and recover from the assets of its respective trust in relation to the relevant obligation or liability if the Developer Trustee's right of indemnification, out of the assets of its respective trust had not been prejudiced by the failure of the Developer Trustee to properly perform its duties.

DocuSigned by: DocuSigned by: 签署人:

Signed by:

DocuSigned by:

Signed by:

Signed by:

Signed by:

Bryan Rose

Bryan Rose

RT Book

Boranne

Rishu

Bascher

David Wegener

8176198CB5934C0... B7B8F9F306A04F8... 3EB8E1F9AA684CB... 6C12D49DD864B4... F826CAB7CC4E84... 30DA5426C95D47F... 7452DA488AF6458... 055DA8C299DC44E...

Execution page

Executed as a deed

Signed, sealed and delivered by the Minister administering the *Environmental Planning and Assessment Act 1979* (ABN 20 770 707 468), in the presence of:

.....
Signature of witness

.....
Signature of the delegate of the Minister administering the *Environmental Planning and Assessment Act 1979*

.....
Name of witness in full

.....
Name of the delegate of the Minister administering the *Environmental Planning and Assessment Act 1979*

.....
Address of witness

*By signing this deed, the witness states that they witnessed the signing of this deed by:

.....
(being the name of the Minister’s delegate) over audio visual link (and signed as a witness in counterpart if applicable) in accordance with section 14G of the *Electronic Transactions Act 2000 (NSW)*.

Signed, sealed and delivered by **Alda Properties (Lake Munmorah) Pty Ltd** (ACN 657 729 630) in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

DocuSigned by:

.....B7B8F9F306A04F8.....
Signature of Director


Albert Jia Wong
.....
Name of Director in full
03 February 2025 | 3:33 PM AEDT

签署人:

.....3EB8E1F9AA684CB.....
Signature of Director/Secretary

Jun Zhang
.....
Name of Director/Secretary in full
2025年1月30日 | 1:29 下午 AEDT
30 January 2025 | 1:29 PM AEDT

Signed, sealed and delivered by **Rose Living Pty Ltd** (ACN 628 415 823) in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

DocuSigned by:

.....8176198CB5934C0.....
Signature of Director

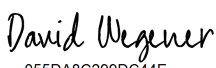
Bryan Rose
.....
Name of Director in full
28 January 2025 | 9:19 PM PST

Signed by:

.....30DA5426C95D47F.....
Signature of Director/Secretary

Stuart Rose
.....
Name of Director/Secretary in full
28 January 2025 | 3:05 PM AEDT

Signed, sealed and delivered by **Urban Land Redevelopment Pty Ltd** (ACN 645 826 160) in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Signed by:

.....055DA8C298DC44E.....
Signature of Director


David Wegener
.....
Name of Director in full
07 February 2025 | 1:37 PM AEDT

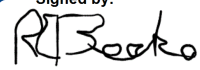
Signed by:

.....7452DA488AF6450.....
Signature of Director/Secretary

Alice Joy
.....
Name of Director/Secretary in full
11 February 2025 | 12:11 PM AEDT

Signed sealed and delivered
by **Robin Ernest Becker** in the presence of:

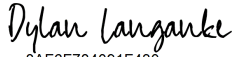
Signed by:

.....8AF6F784091F43D.....
Signature of witness

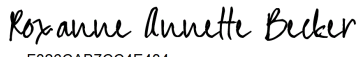
Signed by:

.....6C12D49DD864D4.....
Signature of **Robin Ernest Becker**
12 February 2025 | 8:26 AM AEDT

Dylan Langanke
.....
Name of witness in full

325 Pacific Highway Lake Munmorah
.....
Address of witness
12 February 2025 | 8:28 AM AEDT

Signed sealed and delivered
by **Roxanne Annette Becker** in the presence
of:

Signed by:

.....8AF6F784091F43D.....
Signature of witness

DocuSigned by:

.....F826CAB7CG4E484.....
Signature of **Roxanne Annette Becker**
12 February 2025 | 8:29 AM AEDT

Dylan Langanke
.....
Name of witness in full

325 Pacific Highway Lake Munmorah
.....
Address of witness
12 February 2025 | 8:30 AM AEDT

Annexure A - Kangaroo Avenue Indicative Intersection Plan



- NOTES:
1. PROPOSED MEDIANS TO BE CONSTRUCTED WITH 'SF' TYPE KERB.
 2. ALL LINEMARKING AND ASSOCIATED WORKS TO MEET TNSW REQUIREMENTS.
 3. WORKS SHOWN ON THIS DRAWING ARE TO BE UNDERTAKEN AS A SINGLE STAGE PRIOR TO THE RELEASE OF THE FIRST RESIDENTIAL LOT ON THE 285-335 PACIFIC HIGHWAY DEVELOPMENT.

PLAN
SCALE 1:250



| REV | AMENDMENT | ISSUED | DATE |
|-----|---------------------------------------|--------|------------|
| A | PRELIMINARY ISSUE | SGB | 27/07/2022 |
| B | UPDATED FOR TNSW COMMENTS | SGB | 17/08/2022 |
| C | UPDATED FOR TNSW COMMENTS | SGB | 03/11/2023 |
| D | REVISED FOR TNSW COMMENTS | SGB | 19/04/2024 |
| E | MODIFY TALL TIMBERS TURN LANE CONFIG. | SGB | 15/10/2024 |



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285-335 PACIFIC HIGHWAY, LAKE MUNMORAH
PACIFIC HIGHWAY UPGRADES

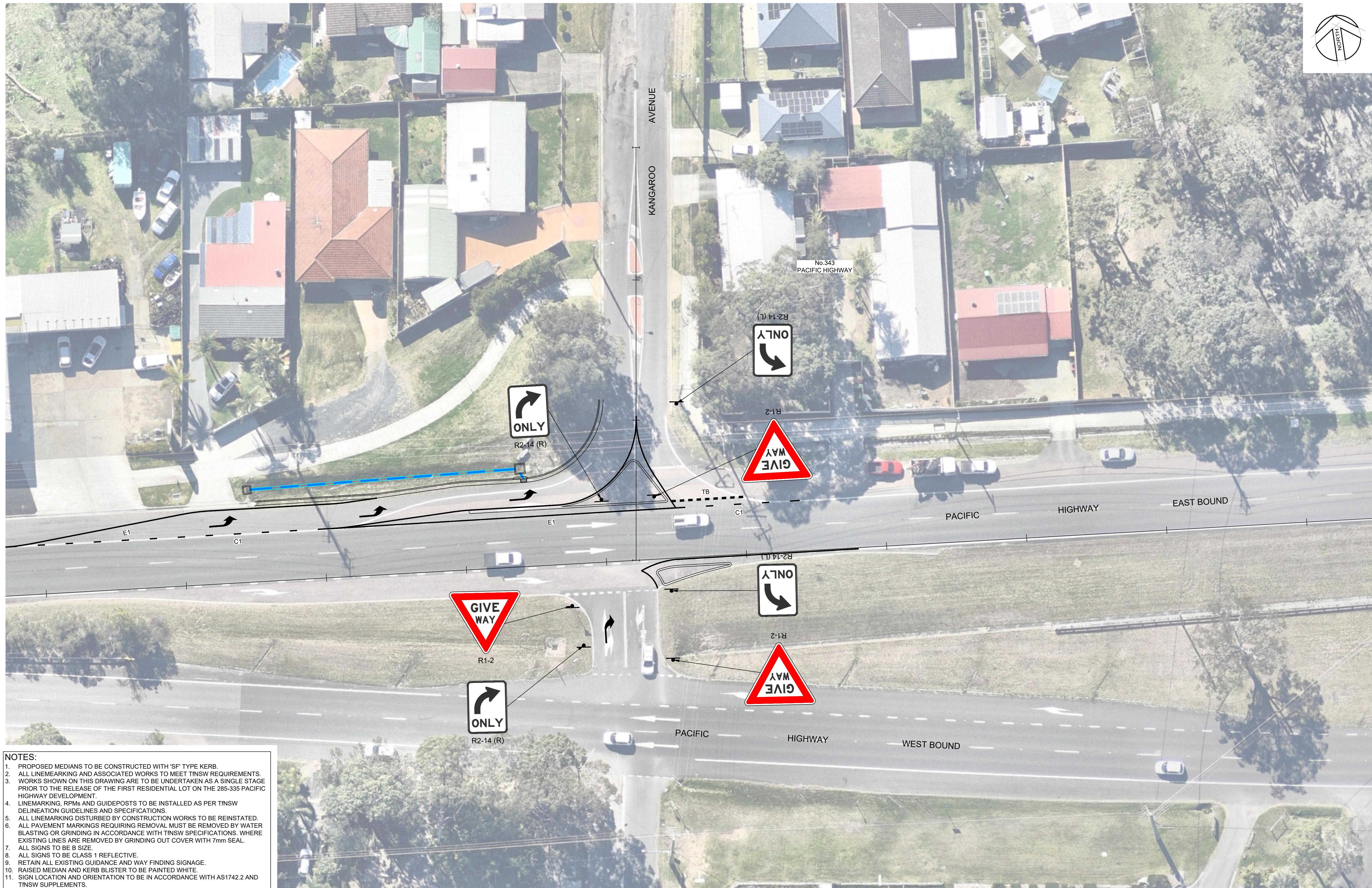
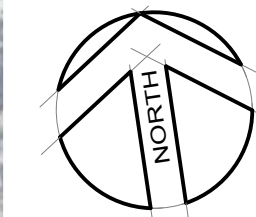
KANGAROO AVENUE AND PACIFIC HIGHWAY GENERAL ARRANGEMENT PLAN

Designed: SGB
Drawn: DKH
Checked: SGB

Scales: Plan 1:250
@A1
Horiz. -
Vert. -
X-Sect. -

Datum: A.H.D.

Plan No.
CC180099-06-411
File Ref.
CC180099
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- NOTES:
1. PROPOSED MEDIANS TO BE CONSTRUCTED WITH 'SF' TYPE KERB.
 2. ALL LINEMARKING AND ASSOCIATED WORKS TO MEET TNSW REQUIREMENTS.
 3. WORKS SHOWN ON THIS DRAWING ARE TO BE UNDERTAKEN AS A SINGLE STAGE PRIOR TO THE RELEASE OF THE FIRST RESIDENTIAL LOT ON THE 285-335 PACIFIC HIGHWAY DEVELOPMENT.
 4. LINEMARKING, RPMs AND GUIDEPOSTS TO BE INSTALLED AS PER TNSW DELINEATION GUIDELINES AND SPECIFICATIONS.
 5. ALL LINEMARKING DISTURBED BY CONSTRUCTION WORKS TO BE REINSTATED.
 6. ALL PAVEMENT MARKINGS REQUIRING REMOVAL MUST BE REMOVED BY WATER BLASTING OR GRINDING IN ACCORDANCE WITH TNSW SPECIFICATIONS. WHERE EXISTING LINES ARE REMOVED BY GRINDING OUT COVER WITH 7mm SEAL.
 7. ALL SIGNS TO BE B SIZE.
 8. ALL SIGNS TO BE CLASS 1 REFLECTIVE.
 9. RETAIN ALL EXISTING GUIDANCE AND WAY FINDING SIGNAGE.
 10. RAISED MEDIAN AND KERB BLISTER TO BE PAINTED WHITE.
 11. SIGN LOCATION AND ORIENTATION TO BE IN ACCORDANCE WITH AS1742.2 AND TNSW SUPPLEMENTS.

PLAN
SCALE 1:250



| REV | AMENDMENT | ISSUED | DATE |
|-----|---------------------------------------|--------|------------|
| A | PRELIMINARY ISSUE | SGB | 27/07/2022 |
| B | UPDATED FOR TNSW COMMENTS | SGB | 17/08/2022 |
| C | UPDATED FOR TNSW COMMENTS | SGB | 03/11/2023 |
| D | REVISED FOR TNSW COMMENTS | SGB | 19/04/2024 |
| E | MODIFY TALL TIMBERS TURN LANE CONFIG. | SGB | 15/10/2024 |



TOTAL PROJECT SOLUTIONS
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285-335 PACIFIC HIGHWAY, LAKE MUNMORAH
PACIFIC HIGHWAY UPGRADES

KANGAROO AVENUE AND PACIFIC HIGHWAY SIGNAGE AND LINEMARKING PLAN

Designed: SGB
Drawn: DKH
Checked: SGB

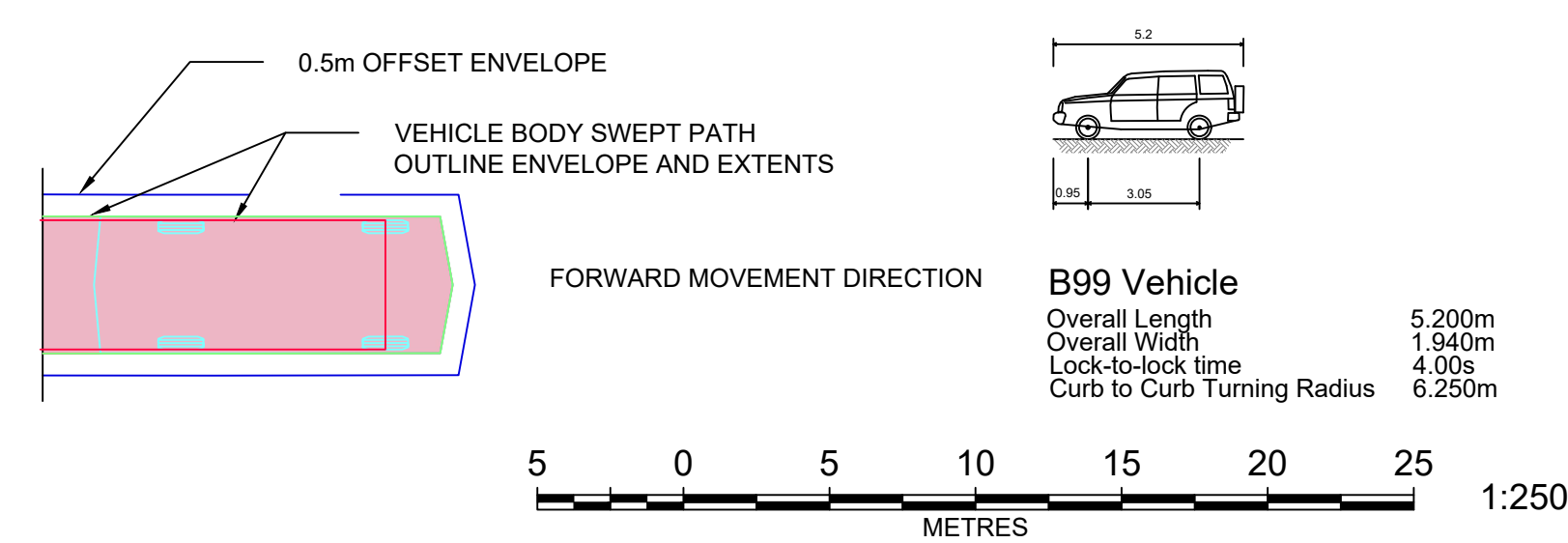
Scales: Plan 1:250
@A1
Horiz. -
Vert. -
X-Sect. -

Datum: A.H.D.

Plan No.
CC180099-06-412
File Ref.
CC180099
REV.
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- NOTES:
1. PROPOSED MEDIANS TO BE CONSTRUCTED WITH 'SF' TYPE KERB.
 2. ALL LINEMARKING AND ASSOCIATED WORKS TO MEET TNSW REQUIREMENTS.
 3. WORKS SHOWN ON THIS DRAWING ARE TO BE UNDERTAKEN AS A SINGLE STAGE PRIOR TO THE RELEASE OF THE FIRST RESIDENTIAL LOT ON THE 285-335 PACIFIC HIGHWAY DEVELOPMENT.



| REV | AMENDMENT | ISSUED | DATE |
|-----|---------------------------------------|--------|------------|
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| C | UPDATED FOR TNSW COMMENTS | SGB | 03/11/2023 |
| D | REVISED FOR TNSW COMMENTS | SGB | 19/04/2024 |
| E | MODIFY TALL TIMBERS TURN LANE CONFIG. | SGB | 15/10/2024 |



**BARKER
RYAN
STEWART**

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285-335 PACIFIC HIGHWAY, LAKE MUNMORAH
PACIFIC HIGHWAY UPGRADES

KANGAROO AVENUE AND PACIFIC HIGHWAY TURNING PATH PLAN

Designed: SGB

Drawn: DKH

Checked: SGB

Scales: Plan 1:250

@A1

Horiz. -

Vert. -

X-Sect. -

Datum: A.H.D.

Plan No.

CC180099-06-413

File Ref.

CC180099

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Annexure B – Tall Timbers Road Indicative Intersection Plan



PLAN
SCALE 1:500

| REV | AMENDMENT | ISSUED | DATE |
|-----|---------------------------------------|--------|------------|
| A | PRELIMINARY ISSUE | SGB | 27/07/2022 |
| B | UPDATED FOR TNSW COMMENTS | SGB | 17/08/2022 |
| C | UPDATED FOR TNSW COMMENTS | SGB | 03/11/2023 |
| D | REVISED FOR TNSW COMMENTS | SGB | 19/04/2024 |
| E | MODIFY TALL TIMBERS TURN LANE CONFIG. | SGB | 15/10/2024 |



TOTAL PROJECT SOLUTIONS
ENGINEERING | PLANNING | PROJECT MANAGEMENT | SURVEYING | CERTIFICATION

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285-335 PACIFIC HIGHWAY, LAKE MUNMORAH
PACIFIC HIGHWAY UPGRADES

TALL TIMBERS ROAD AND PACIFIC HIGHWAY GENERAL ARRANGEMENT PLAN

Designed: SGB
Drawn: DKH
Checked: SGB

Scales: Plan 1:500
@A1 Horiz. -
Vert. -
X-Sect. -

Datum: A.H.D.

Plan No.
CC180099-06-421
File Ref.
CC180099
REV.
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PLAN
SCALE 1:250

LEGEND

- PROPOSED ROAD PAVEMENT
- EXISTING ELECTRICAL LIGHT POLE
- EXISTING ROAD SIGNAGE
- EXISTING TRAFFIC SIGNALS
- EXISTING TRAFFIC CONTROL BOX
- EXISTING SAFETY GUARD RAIL BARRIER

STAGING NOTES:

- WORKS SHOWN ON THIS DRAWING ARE PROPOSED TO BE UNDERTAKEN AS A SINGLE STAGE OF WORKS.
- WORKS INCLUDE ADJUSTMENT TO THE PACIFIC HIGHWAY LEFT-TURN LANE INTO TALL TIMBERS ROAD, DUPLICATION OF THE PACIFIC HIGHWAY RIGHT-TURN LANE INTO TALL TIMBERS ROAD AND ASSOCIATED WORKS.
- WORKS TO BE UNDERTAKEN AND COMPLETED PRIOR TO THE RELEASE OF THE 181ST RESIDENTIAL LOT ON THE 285-335 PACIFIC HIGHWAY DEVELOPMENT.

NOTES:

- LAYOUT IS INDICATIVE ONLY AND SUBJECT TO FURTHER SITE INVESTIGATIONS AND DESIGN DEVELOPMENT.
- LAYOUT AS SHOWN HAS BEEN PREPARED WITHOUT THE BENEFIT OF A DETAILED SITE SURVEY. A SITE SURVEY IS REQUIRED FOR THE NEXT STAGE OF THE DESIGN.
- EXISTING TCS POST REQUIRES RECONFIGURATION TO SUIT PROPOSED INTERSECTION UPGRADE. POST RELOCATION TO CONSIDER LANTERN POSITION AND NEED FOR AN OUTREACH. ALL WORKS TO MEET TNSW REQUIREMENTS.
- EXISTING LIGHT POLES IN MEDIAN REQUIRE RELOCATION. CONSIDER EXISTING AERIAL POWER LINES ALONG THE NORTHERN AND SOUTHERN KERB. CONSIDER MOUNTING STREET LIGHT POLES ON COMBINED TYPE 'F' CONCRETE BARRIER AND RETAINING WALL TO MEET THE REQUIREMENTS OF TNSW.



| REV | AMENDMENT | ISSUED | DATE |
|-----|---------------------------------------|--------|------------|
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| C | UPDATED FOR TNSW COMMENTS | SGB | 03/11/2023 |
| D | REVISED FOR TNSW COMMENTS | SGB | 19/04/2024 |
| E | MODIFY TALL TIMBERS TURN LANE CONFIG. | SGB | 15/10/2024 |



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PACIFIC HIGHWAY UPGRADES

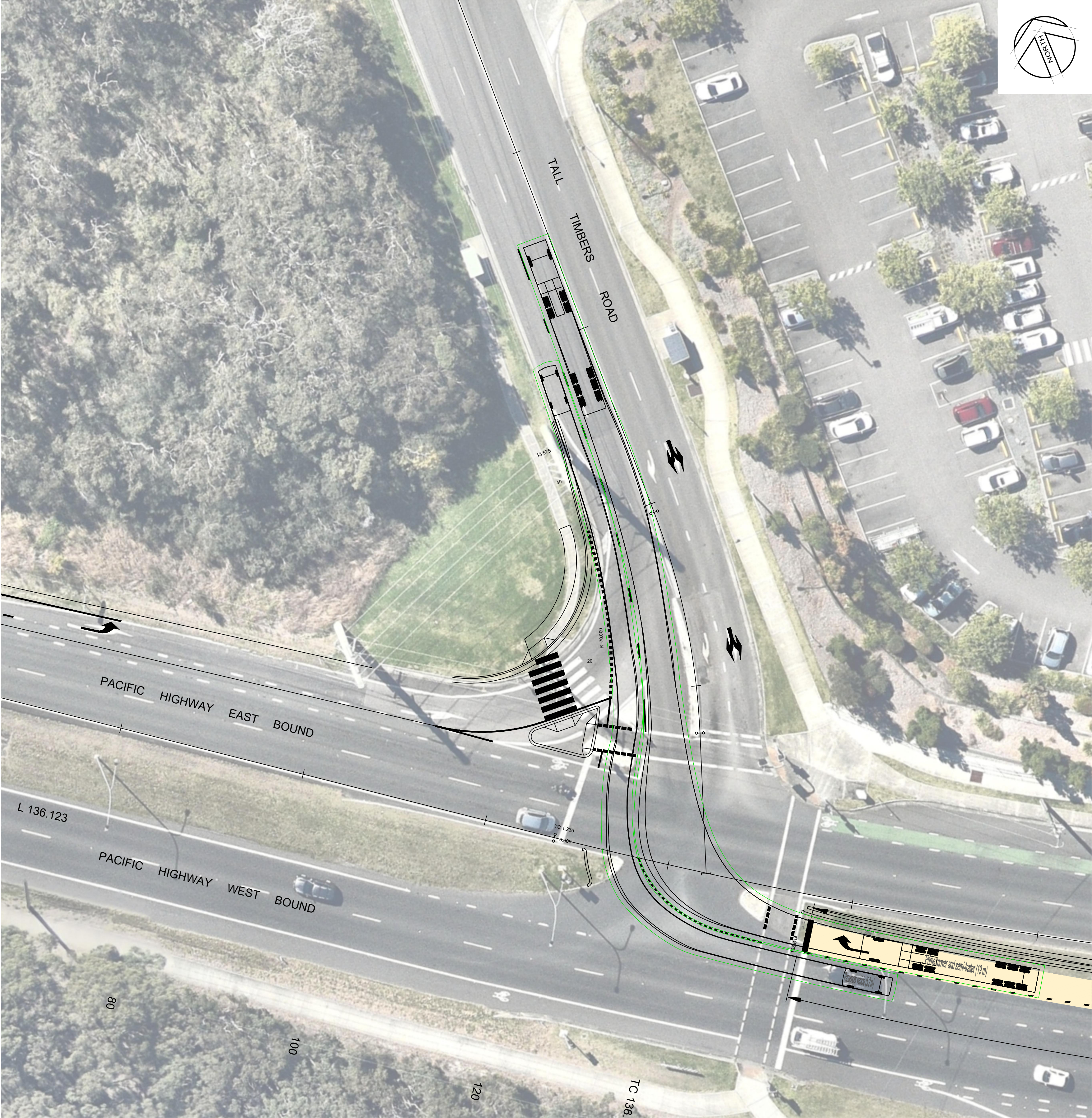
TALL TIMBERS ROAD AND PACIFIC HIGHWAY INTERSECTION PLAN

Designed: SGB
Drawn: DKH
Checked: SGB

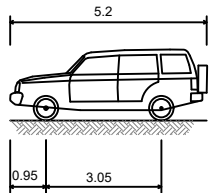
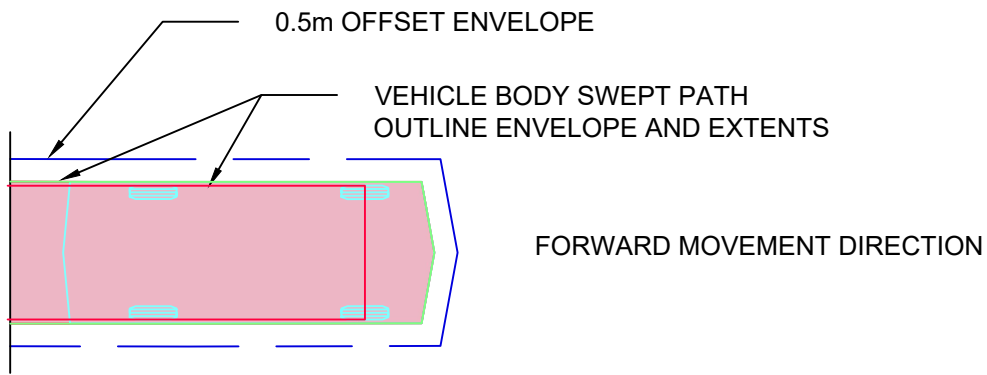
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Horiz. -
Vert. -
X-Sect. -

Datum: A.H.D.

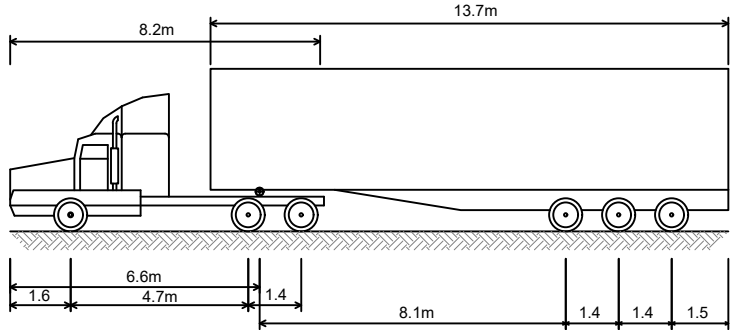
Plan No.
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File Ref.
CC180099
REV.
E



PLAN
SCALE 1:250



B99 Vehicle
Overall Length 5.200m
Overall Width 1.940m
Lock-to-lock time 4.00s
Curb to Curb Turning Radius 6.250m



AV - Articulated Vehicle
Overall Length 19.000m
Overall Width 2.500m
Track Width 2.500m
Lock-to-lock time 6.00s
Curb to Curb Turning Radius 12.500m



| REV | AMENDMENT | ISSUED | DATE |
|-----|---------------------------------------|--------|------------|
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| C | UPDATED FOR TNSW COMMENTS | SGB | 03/11/2023 |
| D | REVISED FOR TNSW COMMENTS | SGB | 19/04/2024 |
| E | MODIFY TALL TIMBERS TURN LANE CONFIG. | SGB | 15/10/2024 |



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PACIFIC HIGHWAY UPGRADES

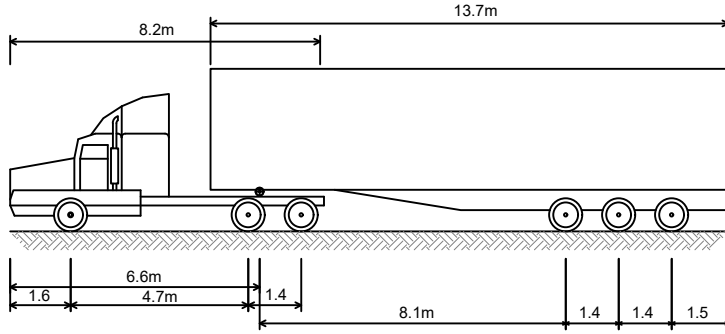
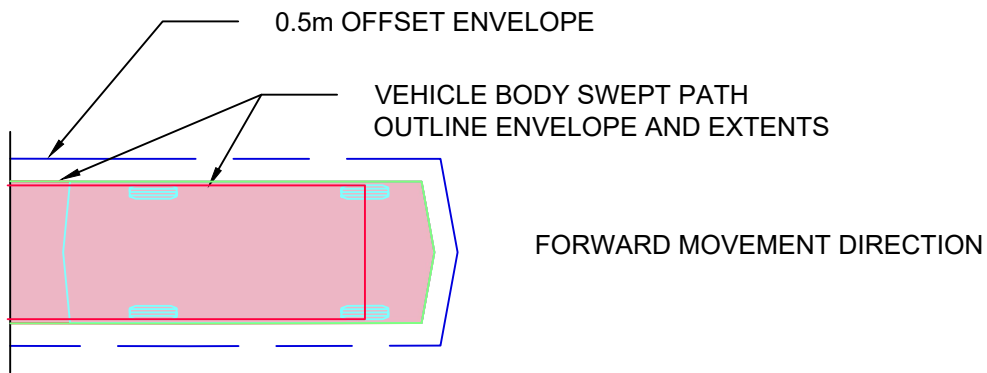
TALL TIMBERS ROAD AND PACIFIC HIGHWAY TURNING PATH PLAN SHEET 1

Designed: SGB
Drawn: DKH
Checked: SGB

Scales: Plan 1:250
@A1
Horiz. -
Vert. -
X-Sect. -

Datum: A.H.D.

Plan No.
CC180099-06-423
File Ref.
CC180099
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AV - Articulated Vehicle
Overall Length 19.000m
Overall Width 2.500m
Track Width 2.500m
Lock-to-lock time 6.00s
Curb to Curb Turning Radius 12.500m



| REV | AMENDMENT | ISSUED | DATE |
|-----|---------------------------------------|--------|------------|
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| E | MODIFY TALL TIMBERS TURN LANE CONFIG. | SGB | 15/10/2024 |



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285-335 PACIFIC HIGHWAY, LAKE MUNMORAH
PACIFIC HIGHWAY UPGRADES

TALL TIMBERS ROAD AND PACIFIC HIGHWAY TURNING PATH PLAN SHEET 2

Designed: SGB
Drawn: DKH
Checked: SGB

Scales: Plan 1:250
@A1
Horiz. -
Vert. -
X-Sect. -

Datum: A.H.D.

Plan No.
CC180099-06-424
File Ref.
CC180099
REV.
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