

Deed of Revocation of Planning Agreement

Victoria Road Precinct, Marrickville NSW 2240

Minister for Planning and Public Spaces (ABN 20 770 707 468)

Danias Holdings Pty Limited (ACN 127 813 781) in its capacity as trustee for Danias Investment Trust

Dina Danias

George Danias

Michael Danias

Susie Danias

Sotwill Pty Limited (ACN 622 110 767) in its capacity as trustee for Danias Unit Trust No 2

Angelo Angelopoulos in his capacity as trustee for Evanange Family Trust

Evan Angelopoulos in his capacity as trustee for Evanange Family Trust

Electronic signature of me, Angelo Angelopoulos on affixed by me on 10 July 2025.

Electronic signature of me, Evan Angelopoulos on affixed by me on 10 July 2025.

Electronic signature of me, Dina Danias on affixed by me on 10 July 2025.

Electronic signature of me, Susie Danias on affixed by me on 10 July 2025.

Electronic signature of me, Michael Danias on affixed by me on 10 July 2025.

Electronic signature of me, George Danias on affixed by me on 10 July 2025.

A series of handwritten signatures in black ink, arranged horizontally. From left to right, they appear to be: 'A.A.', a stylized signature, a signature that looks like 'Dina', a signature that looks like 'George', a signature that looks like 'Michael', and a signature that looks like 'Susie'.

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This deed is dated

Parties

The Minister for Planning and Public Spaces (ABN 20 770 707 468) of c/- NSW Department of Planning, Housing and Infrastructure of Level 11, 4 Parramatta Square, 12 Darcy Street, Parramatta NSW 2150 (**Minister**)

Danias Holdings Pty Limited (ACN 127 813 781) in its capacity as trustee for **Danias Investment Trust** of 173 Victoria Road, Marrickville NSW 2204

Dina Danias of 173 Victoria Road, Marrickville NSW 2204

George Danias of 173 Victoria Road, Marrickville NSW 2204

Michael Danias of 173 Victoria Road, Marrickville NSW 2204

Susie Danias of 173 Victoria Road, Marrickville NSW 2204

Sotwill Pty Limited (ACN 622 110 767) in its capacity as trustee for **Danias Unit Trust No 2** of 173 Victoria Road, Marrickville NSW 2204

Angelo Angelopoulos in his capacity as trustee for **Evanange Family Trust** of 173 Victoria Road, Marrickville NSW 2204

Evan Angelopoulos in his capacity as trustee for **Evanange Family Trust** of 173 Victoria Road, Marrickville NSW 2204
(together, the **Original Parties**)

Background:

- A** The Minister and the Original Parties are parties to the Planning Agreement.
- B** The Former Party entered into the Deed of Adherence with the Minister to become a party to the Planning Agreement and was subsequently released from performing and discharging the remaining obligations and liabilities under the Planning Agreement pursuant to the Deed of Release.
- C** The Original Parties have entered into an agreement to sell part of the Land to the New Developer.
- D** The Parties have now agreed to the revocation of the Planning Agreement in accordance with section 203 of the Regulation, subject to:
 - a. the New Developer entering into the New Planning Agreement with the Minister; and
 - b. the commencement of the New Planning Agreement; and
 - c. the terms and conditions of this deed.

A series of handwritten signatures in black ink, including initials 'A.A.' and several full names, positioned above a horizontal line.

Agreed terms

1 Definitions and Interpretation

1.1 Definitions

In this deed these terms have the following meanings:

Act	The <i>Environmental Planning and Assessment Act 1979</i> (NSW).
Bank Guarantee	Has the same meaning as in the Planning Agreement.
Business Day	A day which is not a Saturday, Sunday or bank or public holiday in Sydney and concludes at 5 pm on that day.
Claim	Any allegation of debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise, including (without limitation) any claim for compensation arising under or pursuant to the <i>Land Acquisition (Just Terms Compensation) Act 1991</i> (NSW).
Deed of Adherence	The Deed of Adherence to the Planning Agreement between the Minister and Former Party (undated).
Deed of Release	The Deed of Release to the Planning Agreement between the Parties and the Former Party dated 27 July 2023.
Former Party	TR Faversham Developments Pty Limited (ACN 649 591 186).
Land	Has the meaning given in the Planning Agreement.
LRS	NSW Land Registry Services.
New Developer	RTL Investments 2 Pty Ltd (ACN 678 127 029) as trustee for RTL Marrickville Property Trust.
New Planning Agreement	The planning agreement (within the meaning of section 7.4 of the Act) between the Minister and the New Developer relating to land on Victoria Road known as SVPA2024-28.
Party	A party to this deed.
Planning Agreement	The planning agreement dated 4 September 2019 between the Parties, as novated under the Deed of Adherence and Deed of Release.
Register	The Torrens title register maintained under the <i>Real Property Act 1900</i> (NSW).
Regulation	The <i>Environmental Planning and Assessment Regulation 2021</i> (NSW).
Revocation Date	The date of commencement of the New Planning Agreement, being the date on which the New Developer becomes the registered proprietor of all the parcels of land to which the New Planning Agreement applies.

1.2 Interpretation

In this deed unless the context clearly indicates otherwise:

- (a) clause headings, the introduction and the table of contents are inserted for convenience only and do not form part of this deed;
- (b) words in the singular include the plural and vice versa;
- (c) any gender includes the other genders;
- (d) a word that is derived from a defined word has a corresponding meaning;
- (e) 'including' and 'includes' are not words of limitation;
- (f) no rule of construction will apply to a clause to the disadvantage of a Party merely because that Party put forward the clause or would otherwise benefit from it;
- (g) a reference to:
 - (i) a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
 - (ii) a reference to a natural person includes their personal representatives, successors and permitted assigns;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (v) a right includes a benefit, remedy, discretion or power;
 - (vi) time is to local time in Sydney;
 - (vii) '\$' or 'dollars' is a reference to Australian currency;
 - (viii) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions;
 - (ix) this deed includes all schedules and annexures to it;
 - (x) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this deed;
- (h) if the date on or by which any act must be done under this deed is not a Business Day, the act must be done on or by the next Business Day; and
- (i) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

2 Revocation of Planning Agreement

The Parties mutually agree to the revocation of the Planning Agreement on the Revocation Date.

3 Release

- (a) Subject to the terms of this deed, the Parties release and discharge each other from all Claims and obligations whatsoever under the Planning Agreement arising on or after the Revocation Date.
- (b) Nothing in this clause 3 or other provision of this deed releases or discharges the Parties from their respective obligations and liabilities under the terms and conditions of the Planning Agreement created or incurred prior to the Revocation Date.

4 Removal of Planning Agreement from title

- (a) Following the revocation of the Planning Agreement under clause 2, the Original Parties must, at their cost, take all practical steps and otherwise do all things required to procure the removal of the notation of the Planning Agreement from the relevant folio(s) of the Register in respect of the Land, as soon as practicable, including:
 - (i) obtaining the consent of any person, including the Minister, required to provide their consent to the lodgement of any document or dealing with LRS;
 - (ii) executing and lodging, as required, all documents and dealings to be lodged with LRS, within 10 Business Days of the revocation of the Planning Agreement under clause 2; and
 - (iii) addressing any requisitions from LRS.
- (b) The Minister agrees to do all things, required at law or by LRS, to be done by the Minister to remove the notation of the Planning Agreement from the relevant folio(s) of the Register in respect of the Land, as soon as is practicable, at the cost of the Original Parties, and subject to the Original Parties' compliance with this clause 4 and the terms of this deed.

5 Security under Planning Agreement

As soon as reasonably practicable after the Revocation Date the Minister will return to the Original Parties any Bank Guarantee(s) held pursuant to the Planning Agreement.

6 Trustee warranties and obligations

- (a) In this clause 6:
 - (i) **"Trustee"** means any entity that is entering into this deed on behalf of a trust and includes:
 - (A) Danias Holdings Pty Limited (ACN 127 813 781) as trustee for Danias Investment Trust;
 - (B) Sotwill Pty Ltd (ACN 622 110 767) as trustee for Danias Unit Trust No. 2;
 - (C) Angelo Angelopoulos as trustee for Evanange Family Trust; and
 - (D) Evan Angelopoulos as trustee for Evanange Family Trust;
 - (ii) **"Trust"** means each trust referred to in clause 6(a)(i), as applicable;

- (iii) **“Trust Deed”** means the trust deed establishing the respective Trust, as varied from time to time.
- (b) Each Trustee warrants that:
 - (i) it is the sole trustee of the Trust and no action has been taken to remove or replace it;
 - (ii) entry into this deed is for the benefit of the beneficiaries of the Trust and as trustee it is authorised and empowered under the Trust Deed to enter into and to perform its obligations and satisfy or discharge its liabilities under this deed;
 - (iii) it is not in breach of the Trust Deed;
 - (iv) it is entitled under the Trust Deed to be indemnified in full in respect of the obligations and liabilities incurred by it under this deed;
 - (v) it is not aware of any reason why the assets of the Trust might be insufficient to satisfy or discharge the obligations and liabilities incurred by it under this deed; and
 - (vi) it has the power under the 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 Trust Deed.
- (c) Each Trustee 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 clause 6(b).
- (d) Prior to the Trustee being replaced as the trustee of the Trust in accordance with the Trust Deed:
 - (i) the Trustee must procure that the replacement trustee enters into a new deed with the Minister on the same terms as this deed;
 - (ii) the Trustee (as outgoing trustee) must procure an agreement from the Minister, under which the Minister releases the Trustee from the requirement to observe and perform any future obligation under this deed;
 - (iii) the Trustee (as outgoing trustee) must release the Minister, from the requirement to observe and perform any future obligation under this deed; and
 - (iv) the 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 clause 6(d) and the costs and expenses of registering any new deed on the title to the Land.
- (e) Subject to clause 6(g), liability arising under or in connection with this deed (except under or in connection with clause 6(b) above) is limited and can be enforced against the Trustee only to the extent to which the Trustee, having sought indemnification to the maximum extent possible, is actually indemnified in respect of that liability out of the assets of the Trust. This limitation of the Trustee’s liability extends to all liabilities and obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this deed.

- (f) 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 Trustee in respect of any liability in any capacity other than as the trustee of the Trust;
 - (ii) seek the appointment of a receiver, receiver and manager, liquidator, an administrator or any similar office-holder to the Trustee, or prove in any liquidation, administration or arrangement of or affecting the Trustee, except in relation to the assets of the Trust; or
 - (iii) enforce or seek to enforce any judgment in respect of a liability under this deed or otherwise against the Trustee in any capacity other than as Trustee of the Trust,

except under or in connection with clause 6(b) above.

- (g) Notwithstanding any other provision of this deed, clauses 6(e) and 6(f) do not apply to any obligation or liability of the Trustee to the extent to which there is, in respect of that obligation or liability, whether under the Trust Deed or by operation of law, a reduction in the extent of the Trustee's indemnification, or loss of the Trustee's right of indemnification, out of the assets of the Trust as a result of Trustee's failure to properly perform its duties as trustee of the Trust.
- (h) Nothing in clause 6(g) will make the 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 the Trust in relation to the relevant obligation or liability if the Trustee's right of indemnification, out of the assets of the Trust had not been prejudiced by the failure of the Trustee to properly perform its duties.

7 Notices

7.1 Delivery

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:

- (a) delivered or posted to that Party at its address set out below; or
- (b) emailed to that Party at its email address set out below.

Minister

Attention: The Secretary
Address: NSW Department of Planning Housing and Infrastructure
4 Parramatta Square, 12 Darcy Street
Parramatta NSW 2150
Email: planningagreements@planning.nsw.gov.au

Original Parties

Attention: Angelo Angelopoulos
Address: 173 Victoria Road
Marrickville NSW 2204
Email: angelo@dantias.com.au

7.2 Change of details

If a Party gives the other Party three Business Days' notice of a change of its address or email address, any notice, consent, information, application or request is only given or made by that Party if it is delivered, posted, or emailed to the latest address or email address.

7.3 Giving of notice

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 left at the relevant address.
- (b) If it is sent by post, two Business Days after it is posted.
- (c) If it is sent by email, at the time the email was sent, provided the sender does not receive a delivery failure notice.

7.4 Delivery outside of business hours

If any notice, consent, information, application or request is delivered, on a day that is not a Business Day, or if on a Business Day, after 5.00 pm New South Wales time, it is to be treated as having been given or made at the beginning of the next Business Day.

8 GST

8.1 Construction

In this clause 8:

- (a) unless there is a contrary indication, words and expressions which are not defined in this deed but which have a defined meaning in the GST Law have the same meaning as in the GST Law;
- (b) **GST Law** has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act; and
- (c) references to GST payable and input tax credit entitlements include:
 - (i) notional GST payable by, and notional input tax credit entitlements of the Commonwealth, a State or a Territory (including a government, government body, authority, agency or instrumentality of the Commonwealth, a State or a Territory); and
 - (ii) GST payable by, and the input tax credit entitlements of, the representative member of a GST group of which the entity is a member.

8.2 Consideration GST exclusive

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

8.3 Payment of GST

If GST is payable on any supply made by:

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

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

8.4 Timing of GST payment

The amount referred to in clause 8.3 must be paid in addition to and at the same time and in the same manner (without any set-off or deduction) that the GST-exclusive consideration for the supply is payable or to be provided.

8.5 Tax invoice

The Supplier must deliver a tax invoice or an adjustment note to the recipient of a taxable supply before the Supplier is entitled to payment of an amount under clause 8.3.

8.6 Adjustment event

If an adjustment event arises in respect of a supply made by a Supplier under or in connection with this deed, any amount that is payable under clause 8.3 will be calculated or recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.

8.7 Reimbursements

- (a) Where a party is required under or in connection with this deed to pay for, reimburse or contribute to any expense, loss, liability or outgoing suffered or incurred by another party or indemnify another party in relation to such an expense, loss, liability or outgoing (**Reimbursable Expense**), the amount required to be paid, reimbursed or contributed by the first party will be reduced by the amount of any input tax credits to which the other party is entitled in respect of the Reimbursable Expense.
- (b) This clause 8.7 does not limit the application of clause 8.3, if appropriate, to the Reimbursable Expense as reduced in accordance with clause 8.7(a).

9 General

9.1 Duty

- (a) The Original Parties as between the Parties is liable for, must pay, and indemnify the Minister for any stamp duty or like duties or imposts (including any fine, interest or penalty) payable or assessed in connection with this deed and any deed contemplated by this deed.
- (b) If the Minister pays any duty referred to in clause 9.1(a), in whole or in part, Original Parties must reimburse the paying party without set-off or deduction immediately on demand.

9.2 Legal costs

The Original Parties must pay and, if paid by Minister, reimburse the Minister its reasonable legal and other costs and expenses of negotiating, preparing, executing, stamping and registering this deed.

9.3 Amendment

This deed may only be varied or replaced by a deed executed by the Parties.

9.4 Waiver and exercise of rights

- (a) A single or partial exercise or waiver by a Party of a right relating to this deed does not prevent any other exercise of that right or the exercise of any other right.
- (b) A Party is not liable for any loss, cost or expense of any other Party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

9.5 Rights cumulative

Except as expressly stated otherwise in this deed, the rights of a Party under this deed are cumulative and are in addition to any other rights of that Party.

9.6 Consents

Except as expressly stated otherwise in this deed, a Party may conditionally or unconditionally give or withhold any consent to be given under this deed and is not obliged to give its reasons for doing so.

9.7 Further steps

Each Party must promptly do whatever any other Party reasonably requires of it to give effect to this deed and to perform its obligations under it.

9.8 Governing law and jurisdiction

- (a) This deed is governed by and is to be construed in accordance with the laws applicable in New South Wales.
- (b) Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

9.9 No assignment

- (a) A Party must not assign or deal with any right under this deed.
- (b) Any purported assignment or dealing in breach of this clause 9.9 is of no effect.

9.10 Liability

An obligation of two or more persons binds them separately and together.

9.11 Counterparts

This deed may consist of a number of counterparts and, if so, the counterparts taken together constitute one deed.

9.12 Entire understanding

- (a) This deed contains the entire understanding between the Parties as to the subject matter of this deed.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this deed are merged in and

superseded by this deed and are of no effect. No Party is liable to any other party in respect of those matters.

- (c) No oral explanation or information provided by any Party to another:
 - (i) affects the meaning or interpretation of this deed; or
 - (ii) constitutes any collateral agreement, warranty or understanding between any of the Parties.

9.13 Relationship of parties

This deed is not intended to create a partnership, joint venture or agency relationship between the Parties.

9.14 Effect of execution

This deed is not binding on any Party unless it or a counterpart has been duly executed by each person named as a Party to this deed.

9.15 Deed

This deed is a deed. Factors which might suggest otherwise are to be disregarded.

9.16 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 9.16.
- (b) This clause 9.16 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 9.16, 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.

Execution

Executed as a deed.

Signed for and on behalf of **The Minister for Planning and Public Spaces** (ABN 20 770 707 468) in the presence of:)

.....
Witness


.....
Signature of the Minister for Planning and Public Spaces or delegate

.....
Name of Witness (print)

.....
Name of the Minister for Planning and Public Spaces

.....
Address of Witness (print)

Signed, sealed and delivered by **Danias Holdings Pty Limited** (ACN 127 813 781) as trustee for **Danias Investment Trust** in accordance with section 127 of the Corporations Act)

.....

Signature of Secretary/Director

.....

Signature of Director

EVAN ANGELOPOULOS
.....
Name of Secretary/Director (print)

Electronic signature of me, Evan Angelopoulos on affixed by me on 10 July 2025.

SUSIE DANIAS
.....
Name of Director (print)

Electronic signature of me, Susie Danias on affixed by me on 10 July 2025.

Signed, sealed and delivered by Dina Danias,)
in the presence of)


.....
Signature of witness

GEORGE LOUCA
.....
Name of witness in full


.....
Signature of Dina Danias


Electronic signature of me, Dina Danias on affixed by me on 10 July 2025.

121 SYDENHAM RD MARRICKVILLE NSW 2204
.....

Address of witness

Electronic signature of me, George Louca on affixed by me on 10 July 2025

Signed, sealed and delivered by George)
Danias, in the presence of)


.....
Signature of witness

GEORGE LOUCA
.....
Name of witness in full


.....
Signature of George Danias


Electronic signature of me, George Danias on affixed by me on 10 July 2025.

121 SYDENHAM RD MARRICKVILLE NSW 2204
.....

Address of witness

Electronic signature of me, George Louca on affixed by me on 10 July 2025

Signed, sealed and delivered by Michael)
Danias, in the presence of)


.....
Signature of witness

GEORGE LOUCA
.....
Name of witness in full


.....
Signature of Michael Danias

Electronic signature of me, Michael Danias on affixed by me on 10 July 2025.

121 SYDENHAM RD MARRICKVILLE NSW 2204
.....

Address of witness

Electronic signature of me, George Louca on affixed by me on 10 July 2025

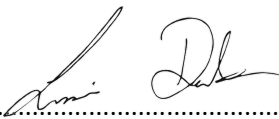
Signed, sealed and delivered by Susie Danias, in the presence of)
)


.....
Signature of witness

GEORGE LOUCA
.....
Name of witness in full

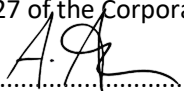
121 SYDENHAM RD MARRICKVILLE NSW 2204
.....
Address of witness

Electronic signature of me, George Louca on affixed by me on 10 July 2025


.....
Signature of Susie Danias

Electronic signature of me, Susie Danias on affixed by me on 10 July 2025.

Signed, sealed and delivered by Sotwill Pty Ltd (ACN 622 110 767) as trustee for **Danias Unit Trust No 2** in accordance with section 127 of the Corporations Act)
)


.....
Signature of Secretary/Director

ANGELO ANGELOPOULOS
.....
Name of Secretary/Director (print)

Electronic signature of me, Angelo Angelopoulos on affixed by me on 10 July 2025.


.....
Signature of Director

SUSIE DANIAS
.....
Name of Director (print)

Electronic signature of me, Susie Danias on affixed by me on 10 July 2025.


Signed, sealed and delivered by Angelo)
Angelopoulos, in his capacity as trustee for)
Evanange Family Trust in the presence of


.....
Signature of witness

GEORGE LOUCA
.....
Name of witness in full


121 SYDENHAM RD MARRICKVILLE NSW 2204
.....
Address of witness

Electronic signature of me, George Louca on affixed by me on 10 July 2025


.....
Signature of Angelo Angelopoulos

Electronic signature of me, Angelo Angelopoulos on affixed by
me on 10 July 2025.

Signed, sealed and delivered by Evan)
Angelopoulos, in his capacity as trustee for)
Evanange Family Trust in the presence of


.....
Signature of witness

GEORGE LOUCA
.....
Name of witness in full

121 SYDENHAM RD MARRICKVILLE NSW 2204
.....
Address of witness

Electronic signature of me, George Louca on affixed by me on 10 July 2025


.....
Signature of Evan Angelopoulos

Electronic signature of me, Evan Angelopoulos on affixed by me
on 10 July 2025.

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