

Planning Agreement

Council of the City of Botany Bay

The Trust Company Ltd ACN 004 027 749 as custodian
for the Goodman Australia Industrial Trust No. 1

Goodman Property Services (Aust) Pty Ltd



gadens

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Planning Agreement

Dated

Parties

1. **Council of the City of Botany Bay** of 141 Coward Street, Mascot NSW 2020 (**Council**).
2. **The Trust Company Ltd ACN 004 027 749 as custodian for the Goodman Australia Industrial Trust No. 1** of Level 17, 60 Castlereagh Street, Sydney NSW 2000 (**Landowner**).
3. **Goodman Property Services (Aust) Pty Ltd** of Level 17, 60 Castlereagh Street, Sydney NSW 2000 (**Developer**).

Background

- A. The Landowner is the registered owner of the Land.
- B. On 7 July 2006, Orica Australia Pty Ltd submitted Major Project Application (MP06_019) seeking to remediate and develop the "Southlands" site on McPherson Street, Banksmeadow into an industrial and warehouse estate. The proposal is separated into three stages, which allows development to be carried out on parts of the site as they have been remediated. Stage 1 of the proposal was approved on 16 April 2012 by the then Minister for Planning and Infrastructure and includes the following works:
 - (i) site remediation works over the whole site (Areas 1, 2 and 3);
 - (ii) flood mitigation and drainage works over Areas 1, 2 and possibly area 3;
 - (iii) staged subdivision of Areas 1, 2 and 3 into 9 lots;
 - (iv) filling of the land on the site's western side to raise it above the 1 in 100 year flood levels;
 - (v) establishment of 6 industrial use warehouses (with a gross floor area 48,000m²) in Area 1, each with ancillary office components;
 - (vi) traffic improvement works at the intersection of Hill Street and Botany Road;
 - (vii) construction of a new private entry road from McPherson Street to Area 1; and
 - (viii) car parking and landscaping works (**Project Approval**).
- C. The Project Approval was subsequently modified on 14 August 2013 (Project Approval as Amended).
- D. On 10 October 2014, Goodman Property Services (Aust) Pty Ltd submitted an application (MP06_0191 MOD 2) seeking to modify the Project Approval as Amended to change the configuration of the site layout and the building footprints on the site (**Modification Application**). The Minister for Planning provided approval to this application on 22 April 2015. The key changes proposed by the modification application include:
 - (i) alteration of building footprints by consolidating the six approved warehouses into two larger warehouses. The total GFA is to be increased from 36,170m² to 43,360m².

- (ii) reconfiguration of internal circulation and loading areas to improve efficiency and functionality; and
 - (iii) integration and relocation of car parking areas to provide two consolidated onsite parking areas serving the two warehouses On-site parking to be reduced from 341 to 286 spaces.
- E. The Developer intends to carry out the Project Approval as further amended by the Modification Application.
- F. The parties agree that the approved Modification Application (MP06_0191 MOD 2) would require the payment of a section 94 development contribution in the maximum amount of \$3,133,577.00.
- G. In lieu of payment of a monetary contribution in accordance with section 94 of the Act, the Developer and the Land Owner offer to provide to the Council public benefits with a total value of \$3,133,577.00.
- H. The aforesaid public benefits shall be provided in order of priority in the form of:
 - i. the provision of a Monetary Contribution for the upgrade and repair of public road pavement to Hills, Exell and McPherson Streets;
 - ii. the dedication of land to Council extending the cycle way on Coal Pier road along the western edge of Southlands;
 - iii. construction of Cycleway Extension Works; and
 - iv. the provision of a Monetary Contribution for upgrading of the drainage to the stormwater system in accordance with the recommendations to be adopted by Council arising from the "Springvale Drain and Floodvale Drain Risk Management Study".
- I. The value of the Monetary Contribution is in accordance with this deed.
- J. The Monetary Contribution is to be applied in the order specified in clause H with any balance, after completion those works, to be applied to public infrastructure at Council's discretion.
- K. The Pavement Upgrade Works to Hills, Exell and McPherson Streets are to be completed by March 2016.
- L. The Cycleway Extension Works and dedication of land are required to be completed within one year after the issue of the first occupation certificate.
- M. The Drainage Upgrade Works are to be commenced within 8 months of the Springvale Drain and Floodvale Drain Risk Management Study being finalised, the recommendations adopted by Council and works having been placed in the Council's Capital Works budget.

Operative provisions

1. Defined meanings

Words used in this document and the rules of interpretation that apply are set out and explained in the definitions and interpretation clause at the back of this document.

2. Planning Agreement under the Act

The parties agree that this document is a planning agreement governed by Subdivision 2 of Division 6 of Part 4 of the Act.

3. Application of this Document

This document applies to the Land.

4. Operation of this Document

- (a) This document takes effect on the date it is executed by both parties.

5. Contributions

- (a) Section 94 is excluded in respect of the Development.
- (b) Section 94A is excluded in respect of the Development.
- (c) Section 94EF is not excluded in respect of the Development.
- (d) The parties agree that the dedication of the Contribution Land, construction of the Cycleway Extension Works and payment of a monetary amount for the provision of the Pavement and Drainage Works will together be provided (in lieu of a s.94 monetary contribution) in the combined amount and land-value of \$3,133,577.00.
- (e) In the event that there is a surplus of funds following the provision of the aforementioned public benefits then the developer and the land owner shall pay the balance of the \$3,133,577.00 contribution as a monetary payment to the Council and the Council shall apply this balance towards other public works as the Council sees fit.

6. Public benefits – Cycleway Extension Works and Dedication of Land

- (a) The Developer offers to carry out works for the extension of the cycle way on Coal Pier Road along the western edge of Southlands (the Cycleway Extension Works), as a material public benefit associated with the Project Approval.
- (b) The Cycleway Extension Works will be undertaken generally in accordance with the Plan of cycleway extension works provided for at Schedule 2, with a value agreed by both the Developer and Council to be \$96,222.
- (c) The Landowner offers to dedicate the Contribution Land generally in accordance with the location of the Cycleway Extension Works. The value of the Contribution Land is agreed by both the Developer and Council to be \$50,000.
- (d) Within one year after the issue of the first occupation certificate the Developer is required to have carried out and completed the Cycleway Extension Works in accordance with this Agreement and the Landowner is required to have dedicated the Contribution Land to Council.

7. Monetary Contribution for Pavement and Drainage Works

- (a) The Developer offers to provide a monetary contribution for the provision of the following works as material public benefits:
 - (i) The Pavement Works to Hills, Exell and McPherson Streets;
 - (ii) The Drainage Upgrade Works in accordance with recommendations adopted by Council contained in the Springvale Drain and Floodvale Drain Risk Management Study.

(together, **the** Pavement and Drainage Works).
- (b) The Developer is to provide the Monetary Contribution for the provision of the Pavement Works Council generally in accordance with the Plan of Pavement Works provided for at Schedule 1 in the amount of \$1,630,000 (approx) including GST and
- (c) The Developer is to provide an amount of \$1,357,355 (approx) for the Drainage Works, being the Total Contribution Amount less the value of the Contribution Land and cost of the Cycleway Extension Works.
- (d) The Pavement Works will be undertaken by Council generally in accordance with the Plan of pavement works provided for at Schedule 1.
- (e) The Drainage Upgrade Works will be undertaken by Council in accordance with the Final Plan of Drainage Upgrade Works that is relevant to the precinct and that has been adopted by Council to be implemented. The final adopted Plan will be referred to the Developer for comment, prior to construction.
- (f) The cost of the Drainage Upgrade Works is to constitute at least 90% of the Monetary Contribution remaining after completion of the Pavement Works and Cycleway Extension Works and Dedication of Land.

8. Completion of Pavement and Drainage Works

- (a) **Date by which Pavement Works to be finalised**
 - (i) The parties agree that the Pavement Works are to be finalised by March 2016.
- (b) **Date by which Drainage Upgrade Works to commence**
 - (i) The parties agree that the Drainage Upgrade Works are to be commenced within 8 months of the Springvale Drain and Floodvale Drain Risk Management Study being adopted by Council and the works relevant to the precinct being placed in the Capital Works Program by Council.

9. Pavement and Drainage Works

a) Further requirements for the Pavement and Drainage Works

The parties agree that with respect to the Pavement and Drainage Works further design detail and refinement will be necessary in order to finalise the design and scope of the Pavement and Drainage Works having regard to the following:

- (i) site conditions reasonably affecting the Pavement and Drainage Works which were not reasonably capable of identification on or before the date of this deed;
- (ii) the extent of any design refinement that may be required to change the scope of the Pavement and Drainage Works as a result of costs;
- (iii) to accommodate the Standards in accordance with the reasonable requirements of the Council.
- (iv) the final findings and those recommendations that are adopted by Council contained in Springvale Drain and Floodvale Drain Risk Management Study.
- (v) if the recommendations contained in the Springvale Drain and Floodvale Drain Risk Management Study require works to be undertaken which would exceed the value of the Monetary Contribution, the extent of the works to be undertaken as required by the Agreement is to be at Council's discretion, to the value of the contribution only.
- (vi) Council will undertake specific drainage works recommended by the Springvale Drain and Floodvale Drain Risk Management Study with the cost of these works to constitute at least 90% of the Monetary Contribution remaining after completion of the Pavement Works and Cycleway Extension Works and Dedication of Land.

10. Monetary contribution

(a) Payment of a monetary contribution

- (i) The Monetary Contribution Amount is to be paid by the Developer to Council at Execution of this agreement on or before 15 December 2015.
- (ii) The Monetary Contribution Amount is to be applied by Council in the following order:
 - 1) The Pavement Works; followed by
 - 2) The Drainage Upgrade Works.

11. Dedication of land

(a) Value of Contribution Land

- (i) The Developer and the Council agree that the Value of the Contribution Land is \$50,000.

(b) Dedication of the Contribution Land

- (i) Prior to the issue of the first occupation certificate relating to the Modification application, the Landowner is to dedicate the Contribution Land to Council.
- (ii) Council agrees to accept the dedication of the Contribution Land and undertake all reasonable steps to have the subdivision of that land approved and the dedication registered with the Land Titles Office.
- (iii) The Developer is to pay for all reasonable costs incurred by the Council associated with the dedication of the Contribution Land and registration with the Land Titles Office.

12. Registration of this Document

- (a) The parties agree to promptly do all things necessary for Council to procure the registration of this document in the relevant folio of the Register for the Land in accordance with section 93H of the Act.
- (b) The Developer will obtain all consents to the registration of this document on the title to the land as required by Land and Property Information.
- (c) The Developer must within 20 Business Days of execution of this document produce to the Council:
 - (i) Any letters of consent necessary for the registration of this document and any other documents that may be required by the Registrar-General;
 - (ii) A copy of the production slip number as evidence that the certificate of title has been produced to the Land and Property Information for the purpose of the registration of the document; and
 - (iii) A bank cheque for the registration fees payable in relation to the registration of this document on the title to the Land.
- (d) The parties must promptly comply with any requisitions that may be raised with regard to registration of this document from Land and Property Information.
- (e) The Council will notify the Developer and Landowner following registration of this document by the Council.
- (f) The parties agree that, after execution of this agreement, the Council shall acquire an interest capable of supporting a caveat over the land and that the Council may, at its sole discretion and at the cost of the developer, lodge and maintain a caveat on title if the developer and the land owner do not promptly do all things necessary to procure the registration of this document in the relevant folio of the Register for the Land in accordance with section 93H of the Act.

13. Release and discharge of Document by Council

- (a) The Council must promptly do all things reasonably required by the Developer to release and discharge this document with respect to any part of the Land (such that this document is no longer registered by the Registrar-General under section 93H of the Act in relation to that part of the Land) upon the earlier of:
 - (i) Termination of the document under clause 14;
 - (ii) The occurrence of any of the release and discharge events in clause 15.

14. Termination of the Document

- (a) Either party may terminate this document if:
 - (i) The document commences, but the Development Consent issued for the Development Application lapses or is declared void or invalid;
 - (ii) The Development Consent issued for the Development Application is surrendered within the meaning of the Act; or

- (iii) This document is superseded by a future document relating to the Land.

15. Release and discharge

The Developer is released and discharged from its obligations upon payment of Monetary Contribution Amount or under this document upon termination under clause 14.

16. Dispute resolution

(a) Notice of Dispute

If a party claims that a dispute has arisen under this document (**Claimant**), it must give written notice to the other party (**Respondent**) stating the matters in dispute and designating as its representative a person to negotiate the dispute (**Claim Notice**). No party may start court proceedings (except for proceedings seeking interlocutory relief) in respect of a dispute unless it has first complied with this clause 16(a).

(b) Response to Notice

Within 10 business days of receiving the Claim Notice, the Respondent must notify the Claimant of its representative to negotiate the dispute

(c) Negotiation

The nominated representative must:

- (i) meet to discuss the matter in good faith within 5 business days after service by the Respondent of notice of its representative;
- (ii) use reasonable endeavours to settle or resolve the dispute within 15 business days after they have met.

(d) Further Notice if Not Settled

If the dispute is not resolved within 15 business days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the dispute (**Dispute Notice**) by mediation under clause 16(e).

(e) Mediation

If a party gives a Dispute Notice calling for the dispute to be mediated:

- (i) the parties must agree to the terms of reference of the mediation within 3 business days of the receipt of the Dispute Notice (the terms will include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);
- (ii) the Mediator will be agreed between the parties, or failing document within 3 business days of receipt of the Dispute Notice, either party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- (iii) the Mediator appointed pursuant to this clause 16(e) must:
 - (A) have reasonable qualifications and practical experience in the area of the dispute; and

- (B) have no interest or duty which conflicts or may conflict with his function as mediator, he being required to fully disclose any such interest or duty before his appointment;
- (iv) the Mediator will be required to undertake to keep confidential all matters coming to his knowledge by reason of his appointment and performance of his duties;
- (v) the parties must within 5 business days of receipt of the Dispute Notice notify each other of their representatives who will be involved in the mediation;
- (vi) the parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement;
- (vii) must convene and attend the mediation within 21 days of the date of the Dispute Notice;
- (viii) in relation to costs and expenses:
 - (A) each party will bear their own professional and expert costs incurred in connection with the mediation; and
 - (B) the costs of the Mediator will be shared equally by the parties unless the Mediator determines a party has engaged in vexatious or unconscionable behaviour in which case the Mediator may require the full costs of the mediation to be borne by that party.

(f) **Litigation**

If the dispute is not finally resolved in accordance with this clause 16, either party is at liberty to litigate the dispute.

(g) **Continue to perform obligations**

Each party must continue to perform its obligations under this document, despite the existence of a dispute.

17. Enforcement

This document may be enforced by either party in any court of competent jurisdiction in the State of New South Wales.

18. Notices

- (a) Any notice, consent, information, application or request that must or may be given or made to a party under this document is only given or made if it is in writing and sent in one of the following ways:
 - (i) delivered or posted to that party at its address set out below;
 - (ii) faxed to that party at its fax number set out below;

Council

Attention: General Manager

Address: 141 Coward Street,
Mascot NSW 2020
Fax Number: (02) 9366 3777

Developer

Address: Level 17
60 Castlereagh St
Sydney NSW 2000

Fax Number: (02) 9230 7444

Landowner

Attention: Samantha Evans
Address: Level12, 123 Pitt Street, Sydney 2000
Fax Number: (02) 92307 444

- (b) If a party gives the other party 3 business days' notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other party if it is delivered, posted or faxed to the latest address or fax number.
- (c) Any notice, consent, information, application or request is to be treated as given or made at the following time:
 - (i) if it is delivered, when it is left at the relevant address;
 - (ii) if it is sent by post, 2 business days after it is posted;
 - (iii) if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.
- (d) If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5.00pm on that day in the place of the party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

19. Approvals and consent

- (a) Except as otherwise set out in this document, and subject to any statutory obligations, a party must act promptly and reasonably in giving or withholding an approval or consent to be given under this document.

20. Costs

- (a) The Developer will bear their own cost and Council's full costs of negotiating, preparing and execution of this document. The Developer will bear any reasonable costs associated with its stamping and registration.

21. Entire Agreement

- (a) This document contains everything to which the parties have agreed in relation to the matters it deals with. No party can rely on an earlier document, or anything said or done by another

party, or by a director, officer, agent or employee of that party, before this document was executed, except as permitted by law.

22. Further acts

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

23. Governing law and jurisdiction

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

24. Joint and individual liability and benefits

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

25. Limitation of liability

Limitation of The Trust Company's Liability

- (a) The Trust Company enters into this agreement as custodian for the Trust and in no other capacity.
- (b) The parties other than the Trust Company acknowledge that the Obligations are incurred by The Trust Company solely in its capacity as custodian of the Assets and that The Trust Company will cease to have any Obligation under this agreement if The Trust Company ceases for any reason to be owner of the Assets.
- (c) The Trust Company will not be liable to pay or satisfy any Obligations except to the extent to which it is indemnified or entitled to be indemnified:
 - (a) by the Trustee; or
 - (b) out of the Assets in respect of any liability incurred by it.

The obligation of the Trustee to indemnify The Trust Company and the right of The Trust Company to be indemnified out of the Assets are limited.

- (d) The parties other than The Trust Company may enforce their rights against The Trust Company arising from non-performance of the Obligations only to the extent of The Trust Company indemnities referred to in clause 23.3.
- (e) Subject to clause 23.6, if any party other than The Trust Company does not recover all money owing to it arising from non-performance of the Obligations it may not seek to recover the shortfall by:

- (a) bringing proceedings against The Trust Company in its personal capacity; or
 - (b) applying to have The Trust Company wound up or proving in the winding up of The Trust Company.
- (f) Except in the case of and to the extent of fraud, negligence or breach of duty on the part of The Trust Company under its custody agreement with the Trustee, the parties other than The Trust Company waive their rights and release The Trust Company from any personal liability whatsoever, in respect of any loss or damage:
- (a) which they may suffer as a result of any:
 - (b) breach by The Trust Company of any of its Obligations; or
 - (c) non-performance by The Trust Company of the Obligations; and
 - (d) which cannot be paid or satisfied by the indemnities set out above in clause 3.3 in respect of any liability incurred by it.
- (g) The parties other than The Trust Company acknowledge that the whole of this Agreement is subject to this clause, and subject to clause 23.6, The Trust Company shall in no circumstances be required to satisfy any liability arising under, or for non-performance or breach of any Obligations under or in respect of, this Agreement or under or in respect of any other document to which it is expressed to be a party out of any funds, property or assets other than to the extent that this Agreement requires satisfaction out of the Assets under The Trust Company's control and in its possession as and when they are available to The Trust Company to be applied in exoneration for such liability.
- (h) The parties acknowledge that the Trustee is responsible under the Constitution for performing a variety of obligations relating to the Trust, including under this Agreement. The parties agree that no act or omission of The Trust Company (including any related failure to satisfy any Obligations) will constitute fraud, negligence or breach of duty of The Trust Company for the purposes of clause 23.6 to the extent to which the act or omission was caused or contributed to by any failure of the Trustee or any other person to fulfil its obligations relating to the Trust or by any other act or omission of the Trustee or any other person.
- (i) No attorney, agent or other person appointed in accordance with this Agreement has authority to act on behalf of The Trust Company in a way which exposes The Trust Company to any personal liability and no act or omission of such a person will be considered fraud, negligence or breach of duty of The Trust Company for the purposes of clause 23.6.

Limitation of Trustee's Liability

(j) **Capacity**

The Trustee's liability under this Deed of Agreement is limited to the Trustee's Capacity and the Trustee is not liable in any other capacity.

(k) **Limitation**

Subject to clause 23.10 the liability of the Trustee in respect of any cause of action, claim or loss arising:

- (a) under or in connection with this Agreement;
- (b) in connection with any transaction, conduct or any other agreement contemplated by this Agreement; or

- (c) under or in connection with (to the extent permitted by law) any representation or undertaking given or to be given in connection with this Agreement,

(each, a **Trust Claim**), is limited to the Assets. The right of the parties other than the Trustee to recover any amount in respect of any (and all) Trust Claims is limited to a right to recover an amount not exceeding the amount which the Trustee is entitled and able to recover from the Assets (after taking account of the costs of exercising its right of indemnity or exoneration) and if, after exercise of those rights, any such amount remains outstanding, no further Trust Claim may be made against the Trustee personally.

(l) **Acknowledgment of limitations**

The parties other than the Trustee agree and acknowledge that they must not, in respect of any Trust Claim:

- (a) subject to clause 4.4, bring proceedings against the Trustee in its personal capacity;
- (b) seek to appoint an administrator or liquidator to the Trustee;
- (c) commence the winding-up, dissolution or administration of the Trustee; or
- (d) appoint a receiver, receiver and manager, administrative receiver or similar official to all or any of the assets of the Trustee,

except to the extent that the steps taken affect any Assets or the Trustee's right of recourse against, and indemnity from, the Assets and nothing else.

(m) **Exception**

If the Trustee acts negligently, fraudulently, with wilful misconduct or in breach of trust with a result that:

- (a) the Trustee's right of indemnity, exoneration or recoupment of the Assets; or
- (b) the actual amount recoverable by the Trustee in exercise of those rights,

is reduced in whole or in part or does not exist, then to the extent that such right or the amount so recoverable is reduced or does not exist, the Trustee may be personally liable.

26. No fetter

Nothing in this document will be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing will be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

27. Representations and warranties

The parties represent and warrant that they have power to enter into this document and comply with their obligations under the document and that entry into this document will not result in the breach of any law.

28. Severability

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

29. Modification

No modification of this document will be of any force or effect unless it is in writing and signed by the parties to this document.

30. Waiver

The fact that a party fails to do, or delays in doing, something the party is entitled to do under this document, does not amount to a waiver of any obligation of, or breach of obligation by, another party. A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

31. GST

If any party reasonably decides that it is liable to pay GST on a supply made to the other party under this document and the supply was not priced to include GST, then recipient of the supply must pay an additional amount equal to the GST on that supply.

32. Definitions and interpretation

(a) Definitions

In this document unless the context otherwise requires:

Act means the *Environmental Planning and Assessment Act 1979*.

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in New South Wales.

Contribution Land means the land identified in Plan "X" provided for in Schedule 2.

Project Application means MP06_019 which incorporates Stage 1 to remediate and develop the Southlands site on McPherson Street, Banksmeadow into an industrial and warehouse estate approved on 16 April 2012 as amended and includes the latest modification application submitted on 10 October 2014 and approved by the Minister for Planning on 22 April 2014.

Development Contribution means a monetary contribution, the dedication, of land free of cost or the provision of a material public benefit.

Environmental Planning Instrument means an environmental planning instrument (including a SEPP or LEP but not including a DCP) made, or taken to have been made, under Part 3 of the Act and in force.

Floor Space Ratio (FSR) has the same meaning as in the LEP.

GST has the same meaning as in the GST Law.

GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

Land means Southlands site at McPherson Street, Banksmeadow in the Botany Bay local government area.

LEP means *Botany Bay Local Environmental Plan 2013* as in force at the date of this agreement.

Modification application means the application submitted on 10 October 2014 seeking to modify the configuration of the site layout and the building footprints on the site (no changes proposed to the underground works required by the original application) and approved by the Minister for Planning on 22 April 2014.

Monetary Contribution means \$2,987,355.00 being, the Total Contribution Amount of \$3,133,577.00 less the cost of the Cycleway Extension Works (\$96,222.00) and value of the Contribution Land (\$50,000.00).

Original application as amended means MP06_019 submitted on 7 July 2006 to remediate and develop the Southlands site on McPherson Street, Banksmeadow into an industrial and warehouse estate, which was approved on 16 April 2012 and includes any amendments originally approved.

Southlands means the whole of the Land.

The Cycleway Extension Works means construction of a new 2.4 metre wide cycle path connecting to the existing cycle path along the western boundary to Southlands on the Coal Pier Road frontage.

The Drainage Upgrade Works means drainage works recommended by the Springvale Drain and Floodvale Drain Risk Management Study.

The Pavement Works means roadwork pavement repairs to Hills, Exell and McPherson Streets.

Pavement and Drainage Works means the works listed and as generally described in Schedule 1, comprising:

- (i) The Drainage Upgrade Works; and
- (ii) The Pavement Works.

Pavement and Drainage Works **Amount** means the cost of the Pavement and Drainage works.

Project Approval as Amended means Project Application (MP06_019) as approved on 16 April 2012.

The Monetary Contribution Amount means \$2,987,355.00 being, the Total Contribution Amount less the cost of the Cycleway Extension Works (\$96,222.00) and value of the Contribution Land (\$50,000.00).

The Total VPA Value means \$3,133,577.00

The Total Contribution Amount means \$3,133,577.00.

The Trust means the Goodman Australia Industrial Trust No. 1

The Trust Company means The Trust Company Ltd ACN 004 027 749 as custodian for the Goodman Australia Industrial Trust No. 1.

(b) **Interpretation**

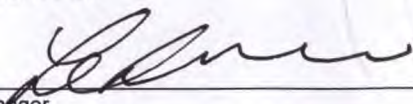
In the interpretation of this document, the following provisions apply unless the context otherwise requires:

- (i) headings are inserted for convenience only and do not affect the interpretation of this Agreement;
- (ii) a reference in this document to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney;
- (iii) if the day on which any act, matter or thing is to be done under this document is not a business day, the act, matter or thing must be done on the next business day;
- (iv) a reference in this document to dollars or \$ means Australian dollars and all amounts payable under this document are payable in Australian dollars;
- (v) a reference in this document to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
- (vi) a reference in this document to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced;
- (vii) a reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this document;
- (viii) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- (ix) where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (x) a word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders;
- (xi) references to the word 'include' or 'including' are to be construed without limitation;
- (xii) a reference to this document includes the agreement recorded in this document;
- (xiii) a reference to a party to this document includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns;
- (xiv) any schedules and attachments form part of this document.

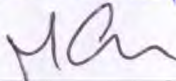
Executed as an agreement


The common seal of Council of the City of Botany Bay was affixed under a resolution passed by Council on

in the presence of:



General Manager

Signed on behalf of Goodman Property Services (Aust) Pty Ltd by its attorney under power of Attorney No 75 Book 4507 dated 18/12/06


~~Secretary/Director~~ Witness signature
Michelle BAN
Print name


~~Director~~ Attorney signature
Samantha Evans
Print name

Signed on behalf of The Trust Company Ltd ACN 004 027 749 as custodian for the Goodman Australia Industrial Trust No. 1 by: its attorney under power of Attorney dated 18.09.14


~~Secretary/Director~~ Witness signature
Guy Smith
Print name


~~Director~~ Attorney signature
INGE KARTIKA
Print name
Manager

Schedule 1 – Plan Pavement Works



Disclaimer
This information has been prepared for Council's internal purposes and for no other purpose. No statement is made about the accuracy or suitability of the information for use for any purpose (whether the purpose has been notified to Council or not). While every care is taken to ensure the accuracy of this data, neither the Botany Bay City Council nor the NSW State Government makes any representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damage) and costs which you might incur as a result of the data being inaccurate or incomplete in any way and for any reason.



CITY OF BOTANY BAY
141 COWARD STREET, MASCOT, NSW 2195
PHONE 02 - 9366 3666 FAX 02 - 9366 3777
E-MAIL COUNCIL@BOTANYBAY.NSW.GOV.AU

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Title: Hills Street Road Works

Legend

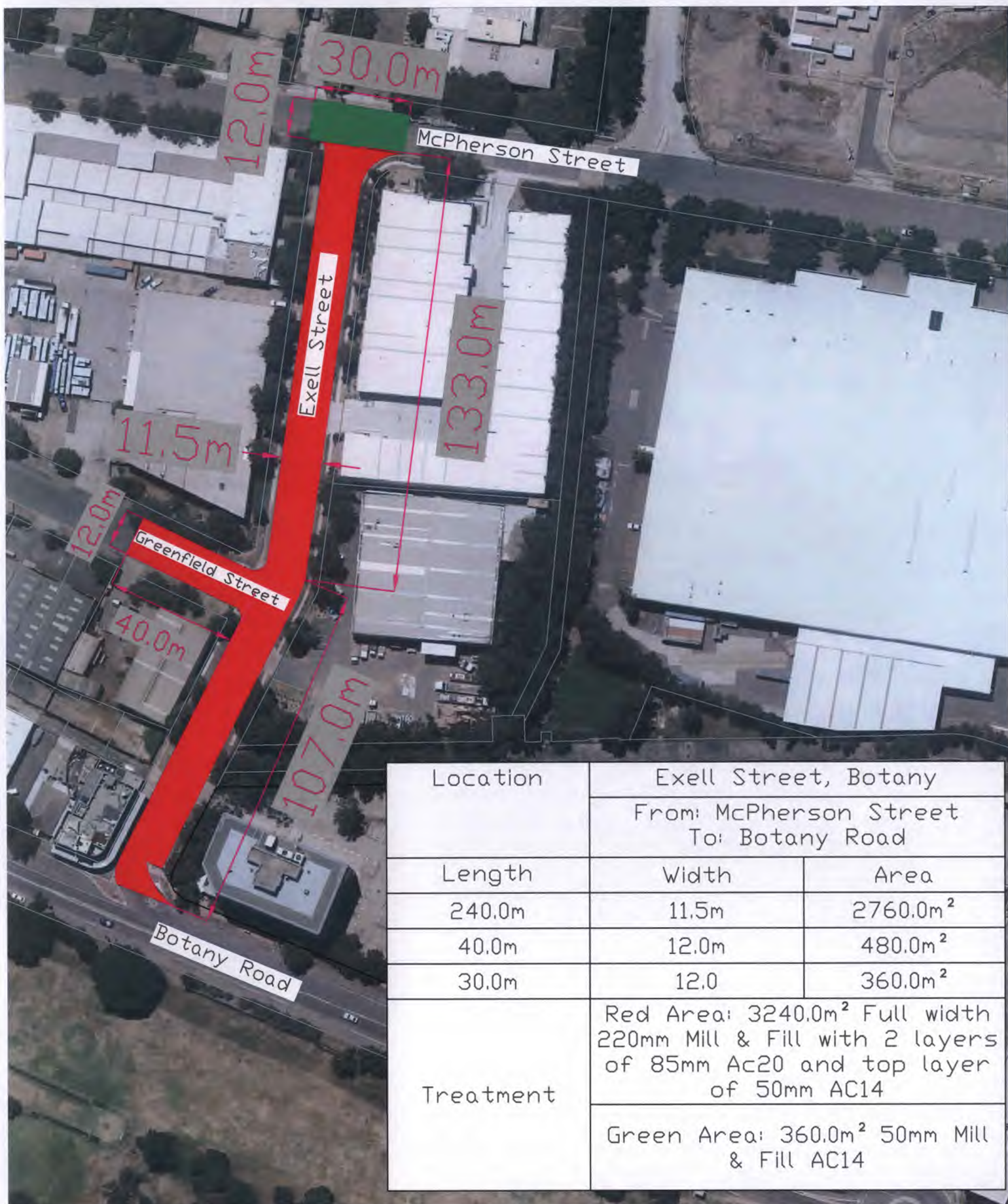


Cadastre

Street Name



Area of Work



| | | |
|-----------|--|----------------------|
| Location | Exell Street, Botany | |
| | From: McPherson Street To: Botany Road | |
| Length | Width | Area |
| 240.0m | 11.5m | 2760.0m ² |
| 40.0m | 12.0m | 480.0m ² |
| 30.0m | 12.0 | 360.0m ² |
| Treatment | Red Area: 3240.0m ² Full width 220mm Mill & Fill with 2 layers of 85mm Ac20 and top layer of 50mm AC14 | |
| | Green Area: 360.0m ² 50mm Mill & Fill AC14 | |

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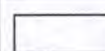


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Title: Exell Street Road Works

Legend



Cadastre

Street Name



Area of Work



| | | |
|-----------|--|----------------------|
| Location | McPherson Street, Botany | |
| | From: Coal Pier Road To: Dead End | |
| Length | Width | Area |
| 576.0m | 12.0m | 6912.0m ² |
| Treatment | Full width 220mm Mill & Fill with 2 layers of 85mm Ac20 and top layer of 50mm AC14 | |

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 While every care is taken to ensure the accuracy of this data, neither the Botany Bay City Council nor the NSW State Government makes any representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damage) and costs which you might incur as a result of the data being inaccurate or incomplete in any way and for any reason.



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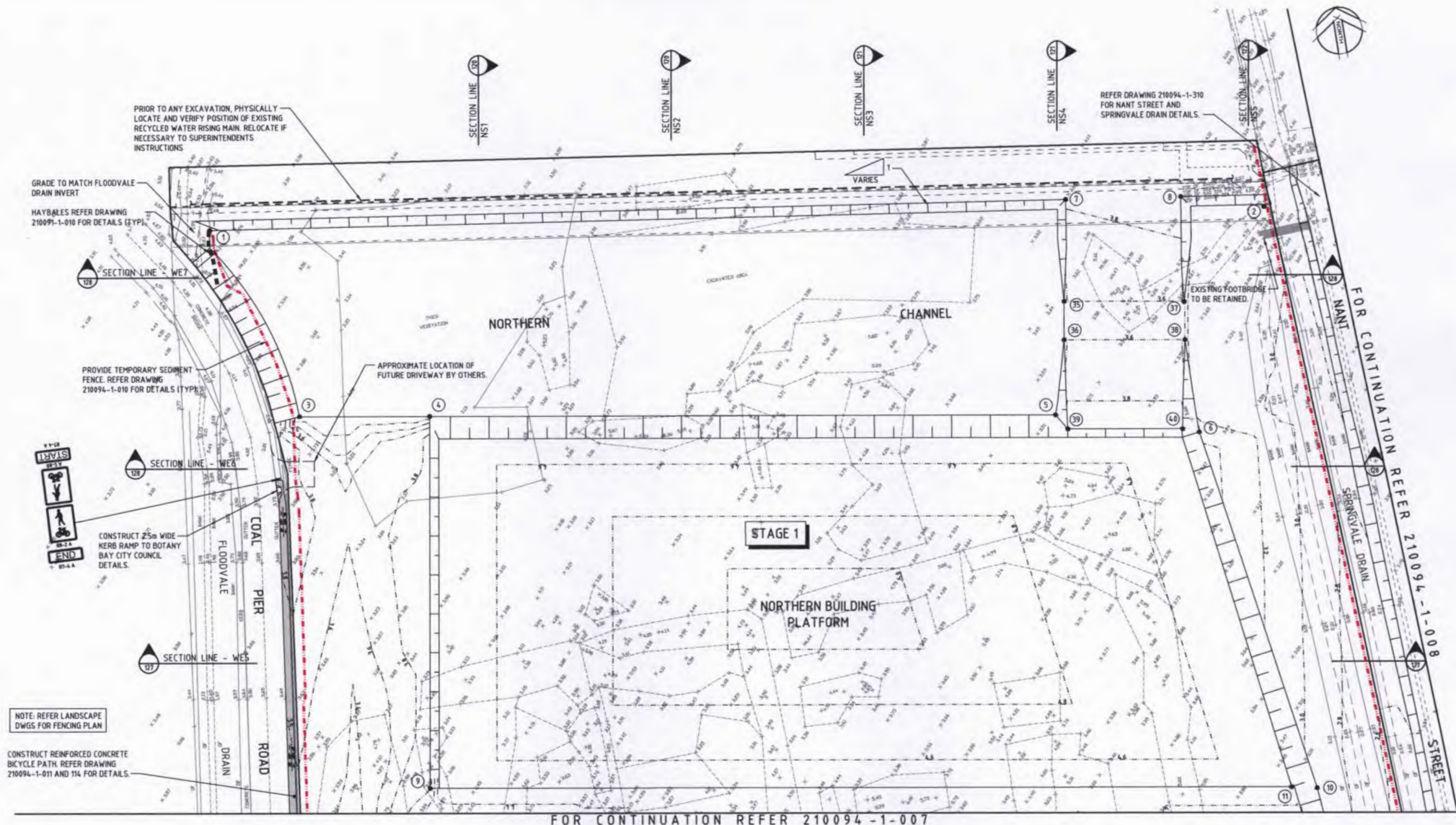
Title: McPherson Street Road Works

Legend



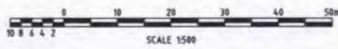
| | |
|--|--------------|
| | Cadastre |
| | Street Name |
| | Area of Work |

Schedule 2 – Plan of Cycleway Extension Works



NOTE:
NO PILING (INCLUDING TEMPORARY STOCKPILES) SHALL BE CARRIED OUT WITHIN SERVICES EASEMENT WITHOUT PRIOR WRITTEN APPROVAL FROM THE SUPERINTENDENT.

| Rev | Date | Description | Drawn | Appr. |
|-----|----------|--|-------|-------|
| 2 | 12.05.14 | ISSUED FOR CONSTRUCTION | RT | RL |
| 1 | 16.04.14 | ISSUED FOR CONSTRUCTION | DB | RL |
| H | 16.10.13 | REISSUED FOR CONSTRUCTION CERTIFICATE | RT | RL |
| G | 02.10.13 | REISSUED FOR CONSTRUCTION CERTIFICATE | RT | RL |
| F | 21.01.13 | ISSUED FOR REPAIRS | DJR | RL |
| E | 25.10.12 | ISSUED FOR TENDER/CONSTRUCTION CERTIFICATE | MCH | RL |
| D | 11.06.12 | RE-ISSUED FOR CONSTRUCTION CERTIFICATE | DH | RL |
| C | 29.08.12 | ISSUED FOR TENDER/CONSTRUCTION CERTIFICATE | MCH | RL |
| B | 07.08.12 | REVISED PRELIMINARY ISSUE | SJP | RL |



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Cardno
Shaping the Future

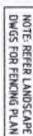
AS/NZS 9195:2015
Level 9, The Forum, 203 Pacific Highway
Sydney NSW Australia 2005
Phone +61 2 9436 5700 Fax +61 2 9436 5701
Email Sydney@cardno.com.au Web www.cardno.com.au

| | | | |
|----------|-----|------|--------|
| Drawn | ASD | Date | MAY'12 |
| Checked | RL | Date | MAY'12 |
| Designed | RH | Date | MAY'12 |
| Verified | RL | Date | MAY'12 |
| Approved | RL | Date | MAY'12 |

Client **ORICA**
SOUTHLANDS INDUSTRIAL ESTATE
CIVIL WORKS PACKAGE
BULK EARTHWORKS SITEWORKS SEDIMENT AND EROSION CONTROL PLAN SHEET 1

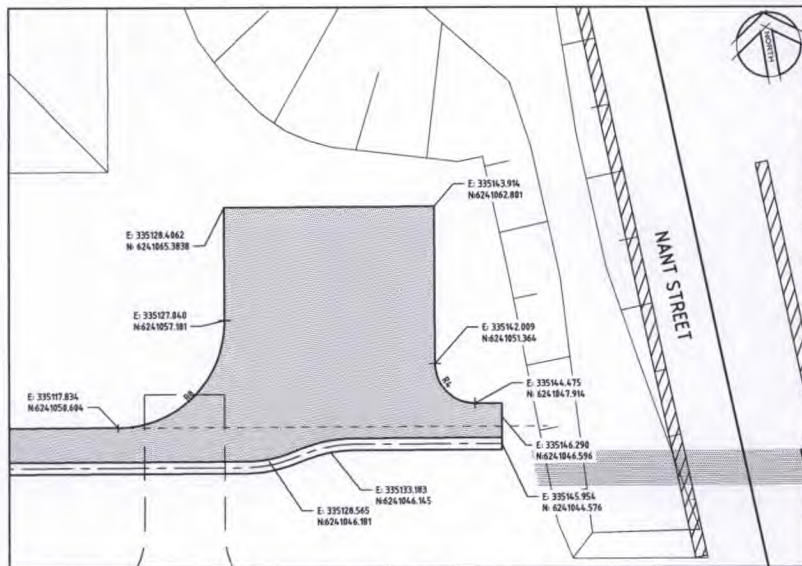
| ISSUED FOR CONSTRUCTION | | | | |
|-------------------------|--------------|-------|-----|----------|
| Date | May'12 | Drawn | AHD | Scale |
| Drawing Number | 210094-1-006 | Size | A1 | Revision |
| | | | | 2 |

FOR CONTINUATION REFER 210094-1-009 STREET



| | | | | |
|---|-------------------------|--------------|----------------|------------|
| TITLE PACKAGE JOHNS SITEWORKS SEDIMENT AND FILL PLAN SHEET 2 | ISSUED FOR CONSTRUCTION | | | |
| | Date MAY 12 | Drawn AHD | Scale 1/500 | Size A1 |
| Drawing Number 210094-1-007 | | | Revision 2 | |

NOTE:
NO FILING (INCLUDING TEMPORARY STOCKPILES) SHALL BE
CARRIED OUT WITHIN SERVICES EASEMENT WITHOUT PRIOR
WRITTEN APPROVAL FROM THE SUPERINTENDENT.



TURNING HEAD - EAST SETOUT PLAN

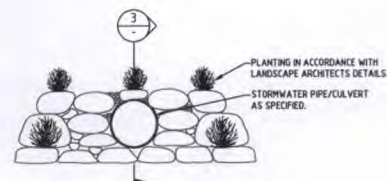
SCALE 1:200

**FOR INFORMATION ONLY -
NOT IN SALE CONTRACT**



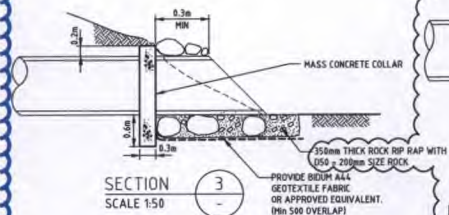
TURNING HEAD - WEST SETOUT PLAN

SCALE 1:200



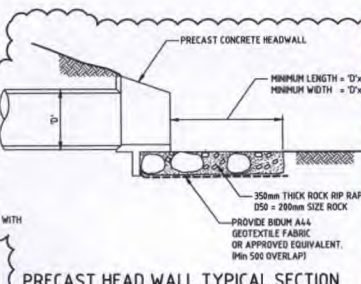
ROCK HEADWALL - TYPICAL ARRANGEMENT

SCALE 1:100



SECTION 3

SCALE 1:50



PRECAST HEAD WALL TYPICAL SECTION

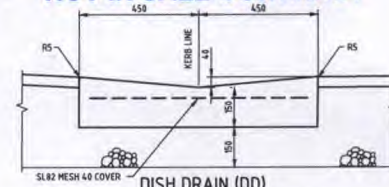
SCALE 1:50



BICYCLE PATH DETAIL

SCALE 1:50

**FOR INFORMATION ONLY -
NOT IN SALE CONTRACT**



DISH DRAIN (DD)

SCALE 1:10



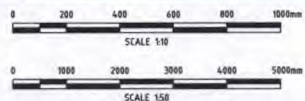
GTP ACCESS TRACK - STAGE 2

SCALE 1:50

**FOR INFORMATION ONLY -
NOT IN SALE CONTRACT**

**NOT IN THIS
CONTRACT**

| Rev | Date | Description | Drawn | Appr. |
|-----|----------|--|-------|-------|
| 2 | 12.05.14 | REISSUED FOR CONSTRUCTION | RT | RL |
| 1 | 16.04.14 | ISSUED FOR CONSTRUCTION | DB | RL |
| 0 | 02.10.13 | REISSUED FOR CONSTRUCTION CERTIFICATE | RT | RL |
| 0 | 21.02.13 | PRECAST HEADWALL DETAIL ADDED | ASD | RL |
| 0 | 21.02.13 | ISSUED FOR REPAIRING | DB | RL |
| 0 | 25.10.12 | ISSUED FOR TENDER/CONSTRUCTION CERTIFICATE | MDH | RL |
| 0 | 29.08.12 | ISSUED FOR CONSTRUCTION CERTIFICATE | MDH | RL |
| 0 | 07.08.12 | REVISED PRELIMINARY ISSUE | SJP | RL |
| 0 | 07.08.12 | PRELIMINARY ISSUE | RDH | RL |
| Rev | Date | Description | Drawn | Appr. |



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Phone 041 21 94 96 7100 Fax 041 21 94 29 5179
Email: Sydney@cardno.com.au Web: www.cardno.com.au

| | | | |
|----------|-----|------|--------|
| Drawn | ASD | Date | AUG'12 |
| Checked | RL | Date | AUG'12 |
| Designed | RH | Date | AUG'12 |
| Verified | RH | Date | AUG'12 |
| Approved | RL | Date | AUG'12 |

Client **ORICA**
**SOUTHLANDS
INDUSTRIAL ESTATE
CIVIL WORKS PACKAGE
SITEWORKS DETAILS - SHEET 2**

| Status | Date | Drawn | Scale | Size |
|-------------------------|--------------|-----------|-------|------|
| ISSUED FOR CONSTRUCTION | AUG'12 | AHD | 1:100 | A1 |
| Drawing Number | 210094-1-011 | Revisions | | |
| | | 2 | | |

5 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 ON A1 ORIGINAL

Schedule 3 – Plan of Contribution Land

Schedule 4 – Requirements under section 93F of the Act

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

| Requirement under the Act | This document |
|---|--|
| Planning instrument and/or development application – (section 93F(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 who paragraph (a) or (b) applies. | <ul style="list-style-type: none"> (a) No. (b) Yes. (c) No. |
| Description of land to which this document applies – (section 93F(3)(a)) | The Land as defined in clause 32. |
| Description of change to the environmental planning instrument to which this document applies and/or the development to which this document applies – (section 93F(3)(b)) | The Modification Application as defined in clause 32. |
| The scope, timing and manner of delivery of contribution required by this document – (section 93F(3)(c)) | See clause 6 and 8. |
| Applicability of sections 94 and 94A of the Act – (section 93F(3)(d)) | The application of section 94 and 94A of the Act is excluded in respect of the Development. |
| Applicability of section 94EF of the Act – (section 93F(3)(d)) | The application of section 94EF of the Act is not excluded in respect of the Development. |
| Consideration of benefits under this document if section 94 applies – (section 93F(5)) | No. |
| Mechanism for Dispute Resolution – (section 93F(3)(f)) | See clause 16. |
| Enforcement of this document – (section 93F(3)(g)) | See clauses 17. |
| No obligation to grant consent or exercise functions – (section 93F(10)) | See clause 22. |

POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made by deed on 18 SEPTEMBER 2014 by the companies listed in Schedule A (each of them the **Company**).

The Company appoints the persons who have, or whose title includes, a title listed in Schedule B to be its Attorneys (each of them an **Attorney**) so that any Attorney jointly and severally has the power to do any of the acts referred to in Schedule C on behalf of the Company (but only to the extent that the Company may lawfully authorise the Attorney so to do) until this Power of Attorney is revoked by the Company or the Attorney ceases to hold, or whose title ceases to include, a title listed in Schedule B.

DECLARATIONS

The Company declares that:

1. Any person, including the Registrar of Titles of Western Australia or any other registration authority in Australia or elsewhere, dealing with an Attorney or a person purporting to be an attorney under this Power of Attorney is:
 - (a) entitled to rely on the execution of any document by that person as conclusive evidence that:
 - (i) the person holds the office set out in this Power of Attorney;
 - (ii) this Power of Attorney has come into effect and has not been revoked; and
 - (iii) the right or power exercised, or purported to be exercised, is properly exercised and the circumstances have arisen to authorise the exercise of that right or power; and
 - (b) not required to make any enquiries in respect of any of the above matters.
2. Each provision (including each power referred to in Schedule C) in this Power of Attorney is to be regarded as separate and independent to the extent that if the whole or any part of the provision is held to be invalid in any jurisdiction (but not in others) all of the other provisions (or parts of them) which have not been held to be invalid remain in full force and effect in that jurisdiction and all other jurisdictions.
3. To the extent that a provision deals with a specific subject matter which is covered by another provision dealing with the same or similar subject matter, the provisions shall be construed as alternatives which an Attorney and the Company may choose to rely on. The provisions are not to be construed as inconsistent with or repugnant to each other.
4. An Attorney may exercise, or purport to exercise, any right or power under this Power of Attorney as attorney of the Company both on the Company's own account and where the Company is acting in any other capacity including in the capacity of responsible entity, trustee, executor, representative or fiduciary of any person, entity, trust or scheme.
5. The appointment of any Attorney under this Power of Attorney is revoked:
 - (a) immediately if the Company gives the relevant Attorney written notice of the revocation of their appointment, or
 - (b) immediately and automatically from the time the Attorney ceases to be an employee of the Employer.
6. In the interpretation of this Power of Attorney, unless the context otherwise requires:
 - (c) the singular includes the plural and vice versa;
 - (d) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
 - (e) references to a gender include all other genders;
 - (f) references to a Schedule are to a schedule to this Power of Attorney and each Schedule forms part of this Power of Attorney;



- (g) "document" includes any deed, agreement, letter, form, notice, consent, transfer, conveyance, lease, licence, caveat, policy, claim, demand, appeal, objection, will, settlement, trust, power of attorney, surrender, warrant, appointment, undertaking, covenant, guarantee, discharge, variation, transmission, application, acceptance, assurance, receipt, assignment, acknowledgement and other instrument;
 - (h) "Employer" means Perpetual Limited (ABN 86 001 431 827) or a wholly owned subsidiary of Perpetual Limited;
 - (i) "financial manager" includes any person appointed in a similar capacity under the legislation of any State or the Commonwealth whether described as financial manager, administrator or any other name;
 - (j) "includes" means includes without limitation;
 - (k) "person" includes an individual, firm, trust, body corporate, partnership, joint venture, association (whether incorporated or not) and any other body whether governmental or semi-governmental;
 - (l) "property" includes real and personal property (including money, a debt or other thing in action), any estate, right or interest in or to any real or personal property and any licence, sub-licence or other arrangement in relation to real or personal property (notwithstanding that it does not confer an estate, right or interest in that property), wherever located;
 - (m) "securities" includes shares, stocks, notes, options, units, bonds, treasury bills, bills of exchange and debentures of or in any corporation, entity, trust or scheme;
 - (n) "security interest" includes any mortgage, sub-mortgage, charge, encumbrance, pledge, lien, assignment by way of security, hypothecation, secured interest over any property and includes any other arrangement having the same or equivalent commercial effect and any agreement to create or give such an interest;
 - (o) "statute" includes any legislation, regulation or ordinance and includes corresponding regulations and instruments and in all instances as amended, re-enacted or replaced; and
 - (p) "Superannuation Entities" includes funds regulated by the Australian Prudential Regulation Authority.
7. The powers granted by this Power of Attorney take effect without geographical limitation.
 8. The Company undertakes to ratify everything which its Attorneys do or purport to do in the lawful exercise of any of the powers contained in this Power of Attorney.
 9. The Company will indemnify and keep its Attorneys indemnified against all claims, demands, costs, damages, losses and expenses, however arising in connection with the lawful exercise of any of the powers contained in this Power of Attorney.
 10. With respect to property in Western Australia, whether registered under the *Transfer of Land Act 1893* (WA), the *Strata Titles Act 1985* (WA), the *Land Administration Act 1997* (WA) or otherwise, the Attorneys may act in accordance with this Power of Attorney in the name of the Company.

SCHEDULE A
Companies

| Company | ACN | ABN |
|---|-------------|----------------|
| Perpetrust Nominees Pty Ltd | 004 470 964 | 90 004 470 964 |
| Perpetual Corporate Trust Limited | 000 341 533 | 99 000 341 533 |
| Perpetual Nominees Ltd | 000 733 700 | 37 000 733 700 |
| Perpetual Trustee Company Limited | 000 001 007 | 42 000 001 007 |
| Perpetual Trustees Consolidated Limited | 004 029 841 | 81 004 029 841 |
| Perpetual Trustees Queensland Limited | 009 656 811 | 49 009 656 811 |
| Perpetual Trustees Victoria Limited | 004 027 258 | 47 004 027 258 |
| Perpetual Trustees W.A. Ltd | 008 666 886 | 98 008 666 886 |
| PT Limited | 004 454 666 | 67 004 454 666 |
| The Trust Company Limited | 004 027 749 | 59 004 027 749 |
| The Trust Company (Australia) Limited | 000 000 993 | 21 000 000 993 |
| The Trust Company (PTAL) Limited | 008 412 913 | 28 008 412 913 |
| The Trust Company (Nominees) Limited | 000 154 441 | 14 000 154 441 |
| The Trust Company (UTCCL) Limited | 008 426 784 | 35 008 426 784 |
| The Trust Company (FCNL) Pty Limited | 006 827 738 | 98 006 827 738 |
| The Trust Company (RE Services) Limited | 003 278 831 | 45 003 278 831 |

SCHEDULE B

Titles

Chief
Company Secretary
Counsel
Executive
General Manager
Head
Manager
Senior Manager

SCHEDULE C

Several Acts

1. To attend for and on behalf of the Company and to represent it either personally or through a barrister, solicitor or other agent, before any court judge, registrar, magistrate, board, commission, arbitrator or other tribunal or authority wherever the attendance of the Company is required.
2. To attend, vote and act at any meeting of members or any class of members or of creditors of any corporation, trust, entity or scheme in which the Company is or may in the future be interested (or appoint some other person to attend, vote or act) and do any other act which the Company is or may be authorised to do in connection with its interest in any such corporation, trust, entity or scheme including the giving or appointment of proxies in relation to any such meeting.
3. To execute any document in relation to the renunciation of an executorship or similar appointment.
4. To execute, issue or deliver any document:
 - 4.1. to acquire goods, services or rights where the total consideration to be paid under the document does not exceed \$20,000 (excluding GST);
 - 4.2. made, given or required in relation to any statute or by any statutory or regulatory authority;
 - 4.3. to amend, novate, cancel, rescind or terminate any document to which the Company is a party;
 - 4.4. in relation to the exercise of any right, power or authority given or purported to be given under any document;
 - 4.5. made, given or required in relation to any court or tribunal order,
 - 4.6. In relation to the appointment of any manager, valuer, expert, auditor, accountant, supervisor, bailiff, receiver or receiver and manager, including in relation to the duties, remuneration or termination of appointment of any such person;
 - 4.7. in relation to the appointment of any arbitrator, mediator or dispute resolution body or any reference or submission to that person or body;
 - 4.8. in relation to any licence or sub-licence relating to information technology or intellectual property;
 - 4.9. in relation to any policy of insurance of any nature, including in relation to any claims made in relation to any insurance policy and any discharge, transfer, conversion or assignment of any insurance policy;
 - 4.10. necessary or expedient in relation to the stamping of any document;
 - 4.11. in relation to any registration copy of any document;
 - 4.12. in relation to the holding of any property or document in escrow;
 - 4.13. in relation to the offer of a managed investment scheme through a platform, investor directed portfolio service or related service or platform;
 - 4.14. in relation to any confidential information.

Appointments

5. Whenever the Company is authorised to act or to be appointed a trustee, custodian, custodian trustee, escrow agent, nominee or other representative, to execute any document or take any action which the Attorney considers necessary or desirable in connection with that office or appointment.

Account

6. To demand, give notice of the dishonor of, receive, recover and give effectual discharge for all sums of money, bank notes, debts, bills of exchange, promissory notes, bankers' drafts and

other cheques, orders, bonds, securities, share certificates, debentures, scrip and deposit notes which may be due, payable or belonging to the Company and to call for or compel, adjust and finally settle all accounts and demands between the Company and any other person and to receive all moneys payable to the Company on the taking of the amounts and to execute any documents which are necessary or desirable in relation to any of them.

Investments

7. To execute, issue or deliver any document in relation to securities, including in relation to:
 - 7.1. the allotment, subscription, application or issue of any securities;
 - 7.2. the conversion of any securities into any other form of security;
 - 7.3. the sale, redemption, withdrawal or transfer of any securities;
 - 7.4. any meeting of holders of securities, including proxy voting forms;
 - 7.5. any swaps, derivatives or futures transactions;
 - 7.6. general investment administration, including applications to participate in floats and placements;
 - 7.7. the participation in any clearing, payment, registry or settlement system;
 - 7.8. the Australian Securities Exchange Limited (or any successor of it) or any market on which securities are traded;
 - 7.9. any finance facility or debt funding for a trust or managed investment scheme, including any term sheet, unit holder loan or financial accommodation or related verification document.

Security interests

8. To execute, issue or deliver any document in relation to any security interest, including in relation to:
 - 8.1. any increase or reduction in the rate of interest from time to time charged or payable;
 - 8.2. any increase or reduction in the amount from time to time secured by the security interest;
 - 8.3. any transfer, assignment or other disposal of any security interest;
 - 8.4. the terms of, or discharge, surrender or release of, the security interest.

Property

9. To execute, issue or deliver any document in relation to any property, including in relation to:
 - 9.1. the acquisition, sale, mortgage, or holding of the property;
 - 9.2. the exercise of any right or option;
 - 9.3. any lease, sub-lease, licence, sub-licence, tenancy, assignment, (including any variation, renewal or surrender);
 - 9.4. the exercise or grant of any right, option, consent, power or authority in respect of any security interest, lease, sub-lease, tenancy or licence;
 - 9.5. the registration of the Company (or any person for whom the Company is empowered to act) as proprietor or co-proprietor;
 - 9.6. the registration of any interest held by the Company (or any person for whom the Company is empowered to act) in the property;
 - 9.7. receipts for title deeds, certificates of title, Crown leases, mortgages delivered by the Registrar General, Registrar of Titles or any similar officer in any country;
 - 9.8. any requisition or requirement in connection with the sale or purchase of any property by the Company (or any person for whom the Company is empowered to act), or the registration or renewal of registration of any document;

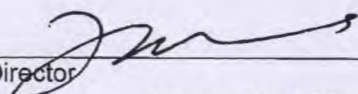
- 9.9. application to any person for any consent required by law to the taking by the Company (or any person for whom the Company is empowered to act) of any interest over property or registration of such interest;
- 9.10. accept or receive any document or thing in favour of the Company.
- 10. To demand, receive and deal with any livestock, merchandise, bills of lading, goods, chattels and effects of the Company, including to execute, issue or deliver any document in relation to:
 - 10.1. any lease, sub-lease, agreement or assignment of any such property;
 - 10.2. any option, contract or agreement for the purchase or sale of any such property;
 - 10.3. the acquisition, holding, transfer or sale of any livestock and stock brands or marks.
- 11. To execute, issue or deliver any document in relation to any real property or interest in real property, including in relation to:
 - 11.1. amendment of any certificates of title or deposited plan;
 - 11.2. sub-division (whether in strata or otherwise) or consolidation of any title to property;
 - 11.3. alienation, occupation, settlement, management, or improvement of Crown lands;
 - 11.4. caveats;
 - 11.5. any easement or right of use in respect of any property, including any consent, grant, variation, modification or release;
 - 11.6. taking, selecting or obtaining (including by transfer, exchange, conversion or otherwise) any land or any estate or interest in any land or the conversion of any land or lease, into any other tenure or tenures;
 - 11.7. development applications.
- 12. To take any action (including give notice) or to execute, issue or deliver any document to:
 - 12.1. enter or examine any property, including land or tenements;
 - 12.2. demand possession of any property, including land or tenements;
 - 12.3. enforce any rights or forfeiture of any leases, demises or grants of any property or land belonging to the Company or to which the Company is or may become in any way interested or entitled;
 - 12.4. recover rent, payment or money;
 - 12.5. perform, execute or require the improvement, repair, or reinstatement of property;
 - 12.6. recover costs of effecting any repairs, amendments, improvements and reinstatement;
 - 12.7. enforce any right to payment;
 - 12.8. accept or receive any document including any trust deed, title deeds, certificates of title, Crown leases, mortgages, and other documents which may be delivered to the Company by any person including the Registrar General, Registrar of Titles or any other officer of any State or Territory of Australia or any similar officer in any other country.

Residual power

- 13. To do any act which the Attorneys consider necessary or desirable in connection with any act or thing referred to in the preceding paragraphs of this Schedule C or the transactions contemplated by them including executing any document which alters or amends any document referred to in this schedule C.

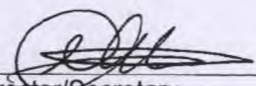
Executed as a deed

Signed, sealed and delivered by PERPETRUST NOMINEES PTY LTD ACN 004 470 964



Director
Joanne Hawkins

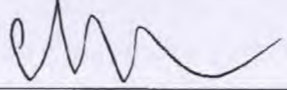
Name



Director/Secretary
THORNTON CHRISTENSEN

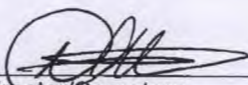
Name

Signed, sealed and delivered by PERPETUAL CORPORATE TRUST LIMITED ACN 000 341 533



Director
Christopher Green

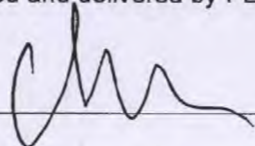
Name



Director/Secretary
THORNTON CHRISTENSEN

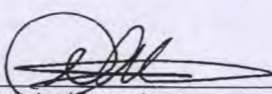
Name

Signed, sealed and delivered by PERPETUAL NOMINEES LTD ACN 000 733 700



Director
Christopher Green

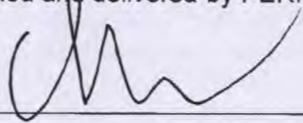
Name



Director/Secretary
THORNTON CHRISTENSEN

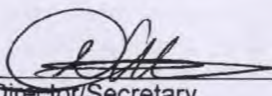
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Signed, sealed and delivered by PERPETUAL TRUSTEE COMPANY LIMITED ACN 000 001 007



Director
Christopher Green

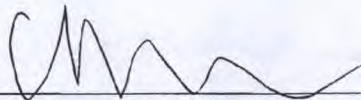
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Director/Secretary
THORNTON CHRISTENSEN

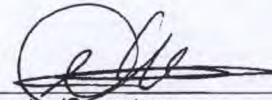
Name

Signed, sealed and delivered by PERPETUAL TRUSTEES CONSOLIDATED LIMITED ACN 004 029 841



Director
Christopher Green

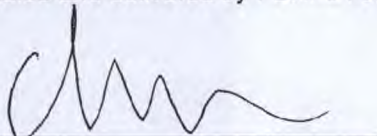
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Director/Secretary
THORNTON CHRISTENSEN

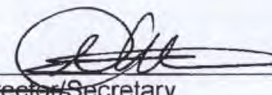
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Signed, sealed and delivered by PERPETUAL TRUSTEES QUEENSLAND LIMITED ACN 009 656 811



Director

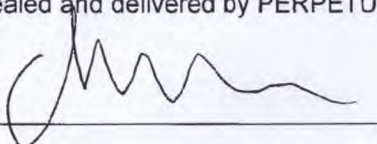
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Director/Secretary
THORNTON CHRISTENSEN

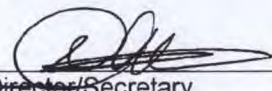
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Signed, sealed and delivered by PERPETUAL TRUSTEES VICTORIA LIMITED ACN 004 027 258



Director

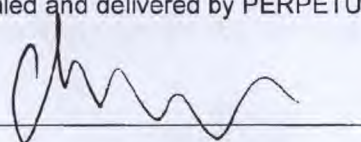
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Director/Secretary
THORNTON CHRISTENSEN

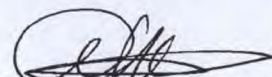
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Signed, sealed and delivered by PERPETUAL TRUSTEES W.A. LTD ACN 008 666 886



Director

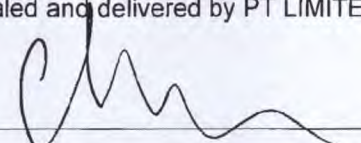
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Director/Secretary
THORNTON CHRISTENSEN

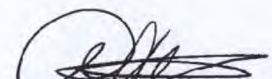
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Signed, sealed and delivered by PT LIMITED ACN 004 454 666



Director

Name



Director/Secretary
THORNTON CHRISTENSEN

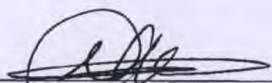
Name

Signed, sealed and delivered by THE TRUST COMPANY LIMITED ACN 004 027 749



Director

Name

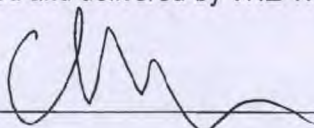


Director/Secretary

THORNTON CHRISTENSEN

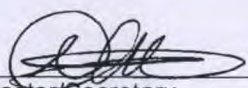
Name

Signed, sealed and delivered by THE TRUST COMPANY (AUSTRALIA) LIMITED ACN 000 000 993



Director

Name

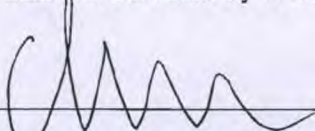


Director/Secretary

THORNTON CHRISTENSEN

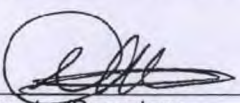
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Director

Name

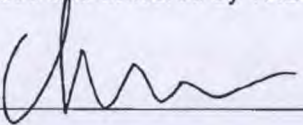


Director/Secretary

THORNTON CHRISTENSEN

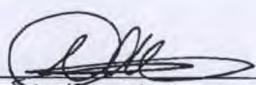
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Director

Name

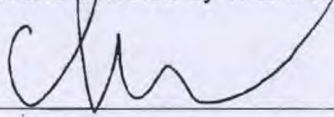


Director/Secretary

THORNTON CHRISTENSEN

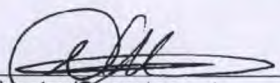
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Director

Name

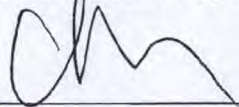


Director/Secretary

THORNTON CHRISTENSEN

Name

Signed, sealed and delivered by THE TRUST COMPANY (FCNL) PTY LIMITED ACN 006 827 738



Director

Name

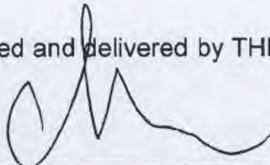


Director/Secretary

THORNTON CHRISTENSEN

Name

Signed, sealed and delivered by THE TRUST COMPANY (RE Services) LIMITED ACN 003 278 831



Director

Name



Director/Secretary

THORNTON CHRISTENSEN

Name

REGISTERED
14/10/2014
BK 4676 NO 134



710316112

\$111.30

06/02/2007 14:49

BE 804

Power of Attorney

Macquarie Goodman Property Services Pty Limited

Power of Attorney

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Power of Attorney

| | |
|---------|---|
| Date | 18 DECEMBER . 2006 |
| Parties | |
| 1. | Macquarie Goodman Property Services Pty Limited (ACN 088 981 793) incorporated in New South Wales of Level 10, 60 Castlereagh Street, Sydney NSW 2000 (the Principal) |

It is declared as follows.

1. Appointment

The Principal appoints each person named in paragraph (a) of the Schedule (each an **Attorney**) severally as the attorney of the Principal with the powers and authorities conferred by this deed.

2. Power and Authority

Each Attorney may, in the Principal's name or in his or her own name and as the Principal's act, do any of the following.

- (a) Make, sign, execute, seal (in the case of a deed) and deliver the document or documents described in paragraph (b) of the Schedule (each a **Document**) and any document ancillary to any Document.
- (b) Supplement, make alterations to and complete any blanks in any Document.
- (c) Do anything and sign, execute, seal and deliver any documents that, in the opinion of the Attorney, may be necessary or incidental to any transaction or dealing contemplated by any Document.

3. Delegation

An Attorney may appoint one or more sub-attorneys to exercise all or any of the powers and authorities conferred by this deed (other than the power of delegation conferred by this clause) and may replace a sub-attorney. All provisions of this deed relating to Attorneys apply to a sub-attorney.

4. Ratification

The Principal ratifies and agrees to ratify everything done or caused to be done by an Attorney under this Power of Attorney.

Power of Attorney

5. Indemnity

The Principal shall indemnify each Attorney against each claim, action, proceeding, judgment, damage, loss, expense or liability incurred or suffered by or brought or made or recovered against the Attorney in connection with the exercise of any of the powers and authorities conferred by this deed.

6. Revocability

The powers and authorities conferred by this deed on an Attorney may not be revoked or suspended except by written notice by the Principal to that Attorney. Any person or body corporate or unincorporate dealing with an Attorney in good faith may rely on a written statement by the Attorney to the effect that the Attorney has no notice of the revocation or suspension of his or her powers and authorities as conclusive evidence of that fact.

7. Attorney's personal liability

The exercise by an Attorney of the powers and authorities conferred by this deed does not involve any assumption by that Attorney, or any body in which he or she is a partner or employed, of personal liability in connection with the exercise of the powers and authorities or the consequences of so doing.

8. Registration

The Principal shall, if necessary, register this deed wherever required to give effect to its terms. If the Principal fails to do so, the Attorney may register this deed and claim reimbursement from the Principal of any costs reasonably incurred in doing so.

9. Governing law

This deed is governed by the laws of New South Wales.

EXECUTED and delivered as a deed in **SYDNEY**

Each attorney executing this deed states that he has no notice of revocation or suspension of his power of attorney.

Power of Attorney

Signed on behalf of ^{b-1} Macquarie Goodman
Property Services Pty Limited
(ACN 088 981 793) by:

Director Signature

David van Aanholt

Print Name

Secretary Signature

Carl Bicego

Print Name

Schedule

(a) Attorney

Name:

Peter
Carl Bicego
Jane
Samantha Evans
John
Jacob Rolls

Address:

Level 10, 60 Castlereagh Street, Sydney
Level 10, 60 Castlereagh Street, Sydney
Level 10, 60 Castlereagh Street, Sydney

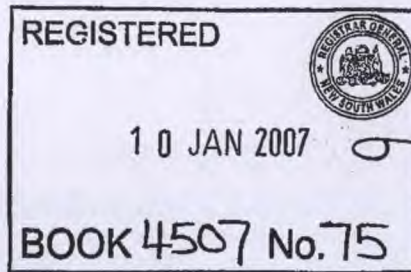
(b) Documents

All letters, agreements, deeds and other documents whatsoever to which the Principal is a party and includes without limitation:

- (i) contracts for sale and purchase;
- (ii) transfers of real estate;
- (iii) facility documents, debentures, notes, mortgages, charges and other security documents and other documents in respect of any finance facility and deeds of priority and/or subordination;
- (iv) development agreements, service agreements and management agreements;
- (v) guarantees and other assurances;
- (vi) agreements for lease, leases, variations of lease, transfers of lease, assignments of lease, surrenders of lease, mortgages of lease;
- (vii) licences and licence agreements;
- (viii) joint venture agreements, shareholders' agreements and share sale agreements;

Power of Attorney

- (ix) variations of mortgage, variations of charges, discharge of mortgages and charges, deeds of release of charges, assignment of mortgages and charges;
- (x) development applications and consents;
- (xi) proxy forms;
- (xii) directions and consents;
- (xiii) acknowledgments and undertakings; and
- (xiv) any other documents required or contemplated by, or incidental to any of the above documents and all documentation required to be executed by the Principal to permit or facilitate the Principal to perform its business operations or obligations (including without limitation to others).





REGD\$0134338 10/05/2007 11 14 43 RUSSM

0134338

Registered No:



10/5/2007

Insert type of document

Here **Power of Attorney**

Lands Titles Office, Adelaide

10708922

14:56 23-May-2007

Fees: \$102.00

| |
|------------|
| Prefix |
| PA |
| Series No. |
| |

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR GENERAL

**BELOW THIS LINE FOR OFFICE &
STAMP DUTY PURPOSES ONLY**

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886

Solicitor/Registered Conveyancer/Applicant

AGENT CODE

Lodged by: Thomson Playford THPL - 80
101 Pirie Street
ADELAIDE SA 5000

Correction to: Thomson Playford

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH
INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

1.
2.
3.
4.

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1.
2.
3.
4.

DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE
UNDERMENTIONED AGENT(S)

| ITEM(S) | AGENT CODE |
|-------------|------------|
| Original PA | THPL 80 |
| | |
| | |
| | |

Delete the inapplicable

*~~DUPLICATE~~
*ATTESTED OR PHOTO COPY DEPOSITED

28 MAY 2007

THIS _____ Den. Registrar-General

| | |
|-------------------|--------|
| CORRECTION | PASSED |
| REGISTERED | |
| REGISTRAR-GENERAL | |

SECURITY FEATURE: THIS CHEQUE CONTAINS MICROPRINTED SIGNATURE LINES, THE ABSENCE OF WHICH MAY INDICATE A FRAUDULENT CHEQUE

Westpac

Westpac Banking Corporation

CNR KING & CASTLEREAGH STS SYDNEY NSW

18/12/15

Pay Botany Bay City Council

The sum of Two million nine hundred eighty seven

thousand three hundred fifty five dollars only

GOODMAN PROPERTY SERVICES (AUST)

PTY LIMITED

A.B.N. 40 088 981 793

NOT NEGOTIABLE

[Signature]

\$ 2,987,355 00

[Signature]

⑈401757 ⑈032007⑈ 269877⑈