



Western Sydney Parklands

WESTERN
SYDNEY
PARKLANDS
PLAN
OF MANAGEMENT 2020

SUPPLEMENT

March 2014



NSW
GOVERNMENT



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This Plan of Management Supplement for the Western Sydney Parklands is an amendment to the Plan of Management 2010 adopted by the Minister for Western Sydney on 25 January 2011. The Supplement was adopted by the Minister for Environment, Minister for Heritage on 2 March 2014.

Prepared by the Western Sydney Parklands Trust

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1. Purpose of the Supplement: A Sustainable Future

Two percent of the Parklands, with the least ecological value has been selected to become nine business hubs servicing local and regional communities.

The business hubs will contribute to the \$20 million per annum in revenue required over the long term to service the facilities and activities of the Parklands.

The *Western Sydney Parklands Act* of 2006 established the Trust as a self-funded agency and the *Plan of Management 2020* sets out the principle that the Parklands be managed in a sustainable and viable manner in partnership with stakeholders and the broader community. The Plan was formally adopted by the Minister for Western Sydney on 25 January 2011 and referred to the steps necessary for the Trust to generate an income.

Here we are able to set out in greater detail the ways in which better use of the Parklands' assets and innovative thinking will enable the Trust to achieve the \$20 million per annum required to manage and develop the Parklands in the long term.

The resident population surrounding the Parklands is expected to reach three million people by 2036, making it Australia's third largest metropolitan area. In this supplement we will show how the 5,280 hectares of Parklands stretching 27 kilometres between Sydney's North West and South West Growth Centres and straddling Australia's largest industrial region, has the capacity to contribute to the expected economic development and employment in the region whilst maintaining the recreational and environmental values thousands of Sydneysiders have come to enjoy.

The proposed business hubs are estimated to contribute about \$2.2 billion to the Western Sydney economy over 20 years, as well as providing positive social outcomes of having more employment opportunities closer to Western Sydney residents.

As set out in the *Plan of Management 2020*, following close consultation with communities and government agencies two percent of the Parklands, with low ecological value has been selected to become nine business hubs servicing local and regional communities. These hubs are generally located on the Parklands' margins, adjacent to motorways, major arterial roads and regional employment areas in both of the region's three local government areas: Liverpool, Fairfield and Blacktown.

This document locates each of the proposed business hubs, identifying their potential land uses and the physical, environmental and other considerations that will be taken into account in their development. Care has been taken to link this supplement to the *Plan of Management 2020* and to the Strategic Directions outlined in the Plan.

In particular the material in this supplement responds to the third objective defined as part of the Parklands Development and Management strategic direction: *Develop new business opportunities to support the management and further development of the Parklands.*



2. Achievements since 2010

Vision
Western Sydney Parklands is a place for people of all backgrounds to meet, celebrate, learn, play and appreciate the environment. The Parklands will be a venue for communities to create and manage a new sustainable future on the Cumberland Plain.

Recreation and Parklands infrastructure

Total expenditure in recreation and Parklands infrastructure

\$17.5M

Improved recreational areas

Lizard Log

A \$9 million upgrade to Lizard Log

- Doubled in size from 10 ha to 20 ha and increased capacity of area of the park from 1,000 to 3,000 people/visitors for picnic and play
- Provision of new BBQs and picnic facilities, toilets, nature based playground, and car parking
- New 7,500 sqm event space built to accommodate 5,000 visitors.

Nurranginy Reserve

A \$2 million upgrade to Nurranginy Reserve

- Provision of new playground and upgrade to four playgrounds
- Upgrade to BBQs and picnic facilities, and power and sewer services.

Plough and Harrow

A \$1.5 million upgrade to Plough and Harrow

- Sealed parking capacity increased by 30%
- New and expanded intergenerational playground based around technology play
- 50% increase in size from previous playground.

Bungambee

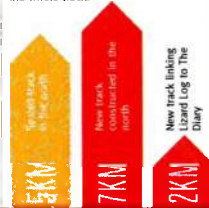
\$1.5 million spent on Stage 1 of new recreational area

- 9 ha walking tracks, dog off leash area, seating and car parking
- Commenced master planning for new 'super' park.

New and improved Parklands track

\$3.5 million on Parklands Tracks

- Including new signage and seating along the whole track.



More sporting venues

Blacktown Soccer Fields, Bungambee

Lease with Blacktown City Council for regional competition grade synthetic soccer field and training field in the Eastern Road Sports Precinct. The venue has been increased from 8 ha to 11 ha and will expand to 3 additional soccer fields in the future.

Junior Motorcycle Training Facility, Horsley Park

9 ha of land in Horsley Park leased to Motorcycling NSW for junior motorcycle training. About 2,400 children use the facility per annum.

Environment and conservation

Total expenditure in environment and conservation

\$2.5M

180,000 PLANTS
About 180,000 plants added to the Parklands

127,363 PLANTS
16 ha of direct seeding by bush regeneration professionals

42,600 PLANTS
Planted by 8,120 school children

9,280 PLANTS
Planted by 285 volunteers



Growth in bushland corridor

Increase in bushland area from 1,056 ha in 2010 to 1,117 ha in 2012: 6% growth in bushland in the Parklands since 2010.



Restored Cumberland Plain Woodlands

1,000 ha of bush regeneration (control of weeds) undertaken by the Trust

423 biobank credits created and 293 credits (25 ha of bushland) sold to manage the environment.

2. Achievements since 2010 continued

Urban farming

Established new urban farming land

Identified 159 ha of land in the Horsley Park Precinct for future urban farming.



Created new leases for urban farming

Leased 5 ha of land for farming in the Horsley Park Precinct.

104 ha of land leased for farming, education and tourism at Calmsley Hill City Farm, Abbotsbury. Over 75,000 visitors per annum. 18% growth in visitation since 2011.

Culture and participation

Increased visitation to the Parklands including venues managed by tenants, events and program



Increase in visitors to the Parklands from 2009/10 to 2012/13

Increased visitation to recreational areas



Increase in number of visitors to recreational areas from 2009/10 to 2012/13

Increased number of people cycling in the Parklands



Increase in number of cyclist using the Parklands from 2009/10 to 2012/13

Introduced shelter bookings in 2011

577 bookings taken for shelters at Plough and Harrow and Lizard Log since 2011

Increased recreational community based events held at the Parklands



Increase in number of people coming to the Parklands for recreational community based events from 2009/10 to 2012/13. This includes cross countries, school events, orienteering, cycle and walking clubs, and Warrior Run event.

Increased number of people visiting main venues (managed by others) in the Parklands



Increase in number of people visiting key venues managed by others in the Parklands from 2009/10 to 2012/13

This includes Calmsley Hill City Farm, Sydney Motorsport Park, Western Sydney International Dragway, Sydney International Shooting Centre, Sydney International Equestrian Centre, Blacktown International Sports Park, Narragong, Junior Motorcycle Training Facility, and Treetop Adventure Park.

New events delivered by the Trust

Woof-fest – a dog festival commenced in 2012 – increase attendance of 50% attendees from 2012.

Fresh from the West – a food festival which commenced in 2012 – 4,000 people.

Expansion of online community

Expanded online presence with upgraded Parklands website and increased use of social media.

Parklands development and management

Increased income sources to manage the Parklands and provide new facilities



This includes commercial billboards, Treetop Adventure Park, Wet'n'Wild, Junior Motorcycle Training Facility and Calmsley Hill City Farm.

Commenced planning for Business Hubs

- Developed Business Hub strategy in consultation with Western Sydney Councils and business community.
- Horsley Park Business Hub – planning approval obtained and commercial arrangement for 21 ha industrial development on The Horsley Drive in place.
- Eastern Creek Business Hub – planning assessment underway for 17 ha development on Rooly Hill Road South.

Continued to manage the parks and tracks

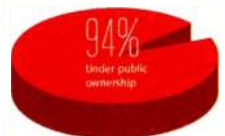
Maintained parks, tracks and asset protection zones
\$1 million spent per annum on maintaining, cleaning and mowing 106 ha of recreational areas, tracks and asset protection zones.

Waste Collection
210 tonnes of litter collected from the Parklands recreational areas per annum. 50 tonnes of dumped waste collected from the Parklands per annum.



Increased public ownership of the Parklands

4,966 ha in the Parklands now in public ownership.



Since 2009, 176 ha of private land has been transferred to the Parklands into public ownership.

3 Parklands Development and Management

3.1 Sustainable Revenue Base

Creating a Sustainable Revenue Base to Achieve the Vision

To foster the best use and care of one of the world's largest urban parks in a financially sustainable way, the *Plan of Management 2020* called for the Trust to create new business opportunities and specified the development of business hubs within the Parklands as one such opportunity. As set out in the *Plan of Management 2020*, the Trust proposes two percent of the Parklands for business hubs to generate income to develop and manage the remainder of the Parklands.

Working with local Councils, nine business hubs have been identified since 2010 and these hubs will provide areas for business activity within the Parklands ranging from large format retail to industrial. The business hubs will be equally spread between Blacktown, Fairfield and Liverpool areas of the Parklands. According to the criteria for their land use, this activity will cater for local and regional needs and complement other businesses in the region. The proposed business hubs are subject to the planning assessment process and require approval from the relevant consent authority before development can commence.

After extensive consultation, the planning for the first two business hubs at Eastern Creek and Horsley Park have been progressed. A commercial agreement for the development of the Horsley Park Business Hub has been reached and the Eastern Creek Business Hub development is in planning assessment stage.

It is anticipated that by 2020 the long-term lease income from the business hubs will be the single most significant contributor to the Trust's funds. In addition, three proposed tourism hubs (one percent of the Parklands) as identified in the *Plan of Management 2020* in Prospect, Bungaribee and Bringley Road, as well as other recreational revenue sources will also make a contribution to funding the Parklands recreational development and operations.

3.2 Consultation

Community and Stakeholder Input in Defining Revenue Opportunities

Stakeholder and community consultation is a priority during all stages of business hub selection and development. In this way, the Trust has engaged with residents, business and civic groups, as well as the three local councils and the broader community.

As stated in the *Plan of Management 2020*, to take the business hubs forward the Trust established Consultative Committees with Liverpool, Fairfield and Blacktown City Councils in 2011 to explore locations and land uses for the business hubs. The result of these consultations can be seen in the following sections which define the nine sites.



Further community input has also been sought as part of the prioritised development of the Eastern Creek and Horsley Park Business Hubs. This has included meetings with relevant industry and business groups, local heritage and environmental groups, and local schools, letterbox drops for residents in the immediate vicinity, local media briefings, and 'Have a Say' Day public events.

The Trust has also liaised with the relevant State Government agencies and utilities in identifying the business hubs.

3.3 Economic Contribution

Economic Contribution of Business and Tourism Hubs to Western Sydney



In addition to providing a sustainable revenue base to fund the Parklands recreational, environmental and community programs, the proposed business and tourism hubs also contribute to the business and social outcomes of Western Sydney. It is estimated that the business and tourism hubs will provide about 8,800 local jobs in addition to current growth projections, (of which 2,000 are additional), whilst the value of additional economic activity (gross regional product) is estimated to be about \$2.2 billion to 2031 in Western Sydney. The tourism hubs will add an estimated 50,000 per annum international tourism visitor nights contributing to the tourism related businesses in the Sydney metropolitan region.

At a broader scale, the additional employment located in the business and tourism hubs has been estimated to reduce the average commuter travel time (travelling to and from place of work) by over half an hour per day, a total of 1.1 million commuter hours per year, improving the efficiency of commuter travel time across Western Sydney.

3.4 Business Hub Locations and Potential Land Uses

Principles in Identifying Potential Land Uses and Locating Business Hubs

The business hub sites are compelling choices with low ecological value, close proximity to major road infrastructure (M7 and M4 Motorways, Great Western Highway and arterial roads) compatible land uses and with capacity to provide opportunities for local jobs and well located business environments.

- The principles guiding their selection from more than 30 sites considered in consultation were specified in the *Plan of Management 2020* Land Use Framework:
1. Land uses should generate an appropriate commercial return and also add to the amenity of adjacent communities.
 2. Land uses must generate additional employment and training opportunities for local and regional communities.
 3. Development must be undertaken in a manner that will minimise the environmental impact of such development.
 4. The development of business hubs will only be permitted to occur on sites with low environmental and recreational values.

- In addition, two further principles have been added through the consultation process:
5. Business hubs are to be located to take advantage of existing and new infrastructure investments and assets, such as the Sydney metropolitan road network (eg. motorways) and existing and new utility services (eg. Bungaribee lead-in sewer).
 6. Business hubs are to be located to complement existing and proposed centres and employment areas in Western Sydney. In line with this criteria, the highest value occupants of the business hubs will be businesses not only providing a good return to the Trust, but which also maximise local job creation opportunities and economic activity to the region.

8,800

Estimated number of jobs the business and tourism hubs will provide in addition to current growth projections (of which 2,000 are additional)

\$2.2B

Estimated additional economic activity (GRP) to 2031 in Western Sydney the business and tourism hubs will provide

50,000

Estimated additional per annum international tourism visitor nights added by tourism hubs

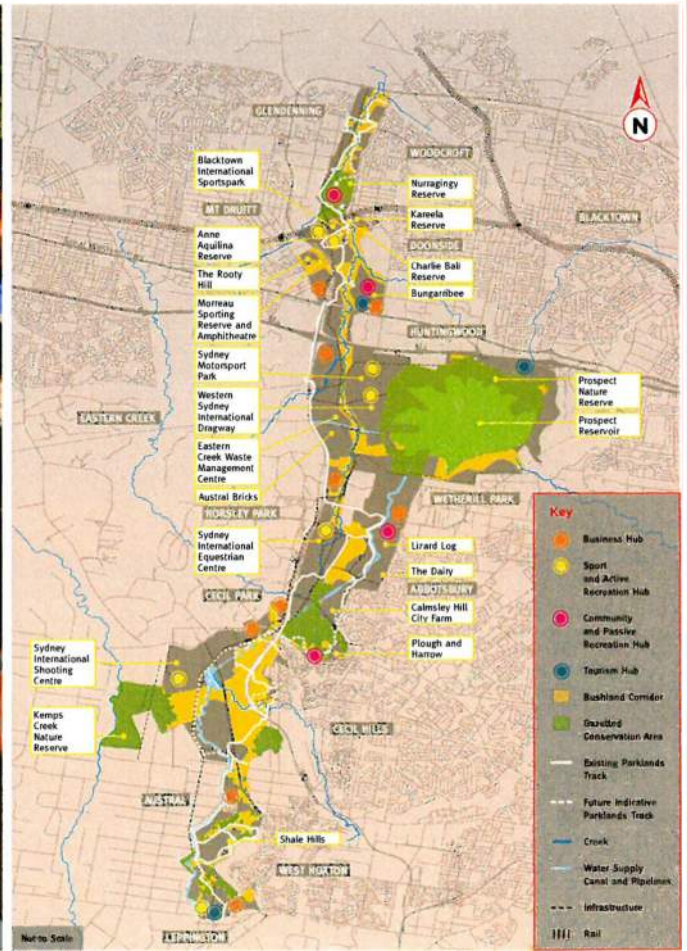
3.5 Land Use Framework Updated

The Parklands land use framework plan (Figure 1) identifies the various activity hubs, linkages, environmental conservation and infrastructure to 2020.

This plan has been updated from the original in the *Plan of Management 2020* to reflect the identification of the nine business hubs within the Parklands, which together will comprise a maximum of two percent of the land available.



Figure 1 Parklands Land Use Framework Plan



3.6 Precinct Management Guidelines Updated

The *Plan of Management 2020* identified 16 Precincts within the Parklands each with its own character and land uses. The precinct management guidelines have been updated from the *Plan of Management 2020* to reflect the identification of the nine business hubs, outlining the location of the hub, the site characteristics, potential land uses and discussion on why the site is suitable for a business hub. Although land uses for the business hubs have been proposed, further planning and market viability analysis and consultation will be required to confirm the most suitable land uses for the sites.

Business hubs are estimated to contribute about \$2.2 billion to the Western Sydney economy over 20 years, as well as providing positive social outcomes of having more local employment opportunities.

Business Hubs: Context and Location

As indicated previously nine business hubs have been identified as a result of investigations and consultations with local councils, communities and state government agencies since early 2021. The recently finalised locations of these sites are provided in the following pages, along with information relevant to their selection regarding appropriateness of site for a business hub, environmental impact and employment opportunities as specified in the *Plan of Management 2020*.

For the purposes of this supplement, the Parklands business hubs have been grouped according to their local government areas:

Blacktown LGA:
Eastern Creek, Bungarbee, Light Horse Interchange

Fairfield LGA:
Horsley Park, Horsley West, Wallgrove Road

Liverpool LGA:
Elizabeth Drive, Fifteenth Avenue, Bringelly Road

The nine business hubs sites will be established between now and 2020 to contribute to generating \$10 million per annum by 2020 growing to \$20 million per annum over the long term, to service the environmental, recreational facilities and activities of the Parklands.

The business hub sites will be of varying sizes, with differing environmental characteristics, infrastructure and potential land uses. As with the management approach to the Parklands' different precincts, the variations mean management guidelines and land uses have been tailored to cater for each site individually.

However, there are a number of broad management guidelines and constraints that will cover all business hub sites defined in this supplement, including:

- The need to work closely with local councils and state government agencies on issues such as public transport, utility services, water management, safety, access and signage, pedestrian paths and cycle ways, and economic development;
- The need to work closely with infrastructure and utility providers to manage existing and new infrastructure services, in terms of access, security, public safety and other operational requirements;
- The requirement for the Trust to manage and maintain the lands in the Parklands as defined by the *Western Sydney Parklands Act*. Properties within these business hubs will be made available under long-term commercial leases or similar arrangements in accordance with the Parklands Development and Management objectives;
- That the total area of the defined business hubs comprise two percent of the Parklands' total area, while tourism hubs one percent of the Parklands;
- The requirement that any Parklands business hub developments will complement and respond to the surrounding land uses, both existing and proposed;
- The intended business activity will need to meet existing and projected future market demand in Western Sydney; and
- Prior to proceeding with the implementation of a business hub, a detailed planning assessment, economic and market analysis and consultation with local Councils, relevant State Government agencies and the community will be undertaken.

Blacktown LGA Hubs Eastern Creek, Bungaribee, Light Horse Interchange

The reaches of the Western Sydney Parklands lie within the Blacktown Local Government Area and border the North West Growth Centre and the Western Sydney Employment Area. Three business hubs have been identified in this region: Eastern Creek, Bungaribee and Light Horse Interchange.

Each of these sites benefit from proximity to infrastructure and roads. In the case of Eastern Creek and the Light Horse Interchange, the appeal of sites is enhanced by high visibility of the sites from the motorways. Bungaribee has good visual and vehicular access from the Great Western Highway.

A detailed planning assessment and economic/market analysis will confirm the land uses and scale of each business hub discussed in this section.

Eastern Creek (Precinct 3)

Location: Rooley Hill Road South, Rooley Hill. Adjacent to M7 Motorway and Great Western Highway.

Site Characteristics: A largely flat site separated from the rest of the Parklands by the M7 Motorway it is situated halfway between the Regional Cities of Penrith and Parramatta. The site is located adjacent to residential and is bound by the M7 Motorway and Great Western Highway providing good regional access to the site.

Potential Land Uses: Large format retail, bulky goods premises, retail premises, business premises, tourist and visitor accommodation.

Addressing Business Hub Principles: Eastern Creek is one of two priority business hub sites identified for its strong potential for commercial development and low environmental and recreational value relative to other areas in the Parklands. The large flat nature of the site makes it suitable to accommodate large format buildings. The site is well located to take advantage of passing traffic on the arterial road network, as well as accommodate heavy vehicle movements. The site will generate a diversity of employment opportunities.

Bungaribee (Precinct 4)

Location: The junction of the Great Western Highway and Doonside Road, Bungaribee.

Site Characteristics: The site is a wide open landscape located adjacent to the proposed Bungaribee Community and Recreational Hub and Tourism Hub which is currently being developed by the Trust. The site has good visual exposure from the Great Western Highway and Doonside Road, as well as excellent vehicular access from the Great Western Highway (new intersection) and the broader arterial road network.

Potential Land Uses: Tourist and hospitality related retail premises, tourist and visitor accommodation, warehouse, storage and distribution premises, transport related services.

Addressing Business Hub Principles: Bungaribee has been identified as an ideal site in the Parklands for a business hub. The proposed land uses will complement the recreational and tourism development being planned for the site and provide for the existing and new communities in the region. It has very good vehicle access from both the Great Western Highway and Doonside Road and a pleasant outlook over the Parklands. A newly built intersection on the Great Western Highway providing access to the site, as well as the construction of a lead in sewer by Sydney Water will accommodate the needs of this business hub. Along with the tourism and recreational hubs in Bungaribee, the proposed business hub will provide significant and diverse employment opportunities to the local community.

Light Horse Interchange (Precinct 6)

Location: Corner of M4 and M7 Motorways, Eastern Creek.

Site Characteristics: A large flat site located along the M7 and M4 Motorways and at the Light Horse Interchange. The site is adjacent to Eastern and Reedy Creeks making parts of the site flood affected. The site is located adjacent to the Eastern Creek Motor Sports precinct as well as the Eastern Creek Waste Management Centre to the south. The Western Sydney Employment Area and the former Eastern Creek Quarantine Animal Facility is located to the west and north-west of the site respectively.

Potential Land Uses: Industrial, infrastructure.

Addressing Business Hub Principles: Although this business hub is located adjacent to the M7 and M4 Motorways the site is landlocked and requires a significant investment to capitalise on the site's full potential. The site does not have significant ecological value. There is the potential for an innovative industrial facility to be located on this site to complement the proposed development in the Western Sydney Employment Area, the former Eastern Creek Quarantine Animal Facility being developed for industrial and the Eastern Creek Waste Management Centre.

Figure 2 Blacktown LGA Business Hubs



Fairfield LGA Hubs

Horsley Park, Horsley West, Wallgrove Road

The swathe of the Western Sydney Parklands lies within the Fairfield Local Government Area. It comprises significant urban farming, tourism, environmental, and recreational facilities.

The three business hub sites identified after extensive consultation in this region have been designated for uses such as industrial and transport related services (eg. transport rest stops, service stations, truck stops, ancillary food outlets), which will complement existing local businesses whilst generating funds for future Parklands growth and maintenance.

A detailed planning assessment and economic/market analysis will confirm the land uses and scale of each business hub discussed in this section.

Horsley Park (Precinct 9)

Location: Corner of The Horsley Drive and Cowpasture Road, Wetherill Park.
Site Characteristics: Corner site located adjacent to regional arterial roads (The Horsley Drive and Cowpasture Road) and the Wetherill Park industrial area. The site slopes to the east and is bordered by the Upper Canal. The site is located adjacent to the Horsley Park Urban Farming Precinct being progressed by the Trust which will see over 150 ha of land for commercial farming in the Parklands.
Potential Land Uses: Industrial, warehouse, storage and distribution premises, transport related services.
Addressing Business Hub Principles: The second of the two hubs to be given priority for development, Horsley Park, has limited conservation value and sits adjacent to the Wetherill Park industrial area. The hub will complement the existing industrial development at Wetherill Park. The site has good access to infrastructure, meaning the costs of development will be relatively low. The site also has good road exposure.

Horsley West (Precinct 9)

Location: Redmayne Road, Horsley Park.
Site Characteristics: The site is rectangular in shape, bounded by M7 Motorway to the east and The Horsley Drive to the south. It is located two kilometres west of the Wetherill Park industrial area. The site presents with a moderate slope and is located adjacent to the Horsley Park Urban Farming Precinct in the Parklands.
Potential Land Uses: Warehouse, storage and distribution premises, transport related services.
Addressing Business Hub Principles: This hub sits immediately east of the M7 Motorway providing good visual exposure, and is two kilometres to the west of the Wetherill Park industrial area. The site is well serviced by The Horsley Drive to the south of the site and the M7 Motorway to the west.

Wallgrove Road (Precinct 11)

Location: Corner of Wallgrove and Cecil Roads, Cecil Park.
Site Characteristics: The relatively flat site provides excellent exposure for business, lying adjacent to Wallgrove Road, which is parallel to the M7 Motorway. It is 600 metres north of Elizabeth Drive, at the boundary between the Liverpool and Fairfield local government areas.
Potential Land Uses: Warehouse, storage and distribution premises, transport related services.
Addressing Business Hub Principles: The hub is located close to the regional arterial road network, therefore providing good vehicular access to and from the site and providing excellent exposure for businesses from passing traffic. The site also provides for good access for heavy vehicles. The site has low environmental and recreational value relative to other areas in the Parklands and is cut off from the core Parklands corridor by the M7 Motorway, Wallgrove Road and Elizabeth Drive.

Figure 3 Fairfield LGA Business Hubs



Liverpool LGA Hubs

Elizabeth Drive, Fifteenth Avenue, Bringelly Road

The Parklands' southern section is part of the Liverpool Local Government Area. It will accommodate three business hubs at Elizabeth Drive, Fifteenth Avenue and Bringelly Road. In the case of the Elizabeth Drive and Bringelly Road Business Hubs they will form part of a broader sports and active recreation hub in the Parklands.

Fifteenth and Bringelly Roads Business Hubs are located on key roads to the South West Growth Centre (300,000 new residents) and therefore will become major gateway sites to the Austral and Leppington North areas expected to deliver 17,000 new homes and a population of 54,000.

A detailed planning assessment and economic/market analysis will confirm the land uses and scale of each business hub discussed in this section.

Elizabeth Drive (Precinct 14)

Location: Elizabeth Drive, Cecil Park.
Site Characteristics: On the southern and northern side of Elizabeth Drive, the Elizabeth Drive Business Hub is a hilly site, which forms the northern boundary of the Fairfield and Liverpool local government areas. The site is located on Elizabeth Drive, a major east-west arterial road. The site has visual exposure from Elizabeth Drive and is well located to take advantage of passing traffic. The site is the northern most boundary of the South West Growth Centre. The surrounding area has seen significant residential development on greenfield sites and will continue with the proposed future development at Austral and Leppington North.

Potential Land Uses: Warehouse, storage and distribution premises, transport related services, tourist and visitor accommodation, business premises, office premises.
Addressing Business Hub Principles: The location and proximity to the South West Growth Centre and the proposed Sport and Active Recreation Hub in the Parklands is likely to ensure it generates a good commercial return at the same time as meeting growing local demand for transport related services. The development of this hub will occur in line with the future development of the surrounding area.

Fifteenth Avenue (Precinct 15)
Location: Fifteenth Avenue, West Hoxton.
Site Characteristics: This softy sloping site has good road access, visual exposure and infrastructure. The site is north of an established small neighbourhood retail area and residential areas and strategically positioned between the residential development growth in the east at Middleton Grange and West Hoxton and the proposed residential growth of Austral to the east and North Leppington to the south west. The site is located adjacent to Kirkpatrick and Boyland Park.
Potential Land Uses: Retail premises, office premises, business premises, tourist and visitor accommodation, small scale health service facilities (eg medical centre, community health service facilities), childcare.

Fifteenth Avenue (Precinct 15)

Addressing Business Hub Principles: This proposed hub is a significant gateway site, positioned between two significant residential growth areas. The proposed land uses will service the local market needs and build on the existing neighbourhood shops located opposite on Fifteenth Avenue and may function as a park and ride for commuters. The hub will propose land uses that are compatible with the proposed neighbourhood centres in Austral.

Bringelly Road (Precinct 16)
Location: Bringelly Road, Leppington.
Site Characteristics: The Bringelly Road Business Hub site is relatively flat and has excellent business exposure to high levels of regional and local traffic and good vehicular access from Bringelly and Cowpasture Roads. It forms the southern boundary of the Parklands and is bordered by the Carnes Hill and Horningsea Park residential areas. The site is located one kilometre to the east of the proposed Leppington rail station and Leppington Major Centre and adjacent to the proposed Sport and Active Recreation Hub and Tourism Hub in the Parklands. Bringelly Road is also being upgraded to service the regional traffic of this area.
Potential Land Uses: Large format retail, bulky goods premises, warehouse, storage and distribution premises.
Addressing Business Hub Principles: This proposed hub is a gateway site situated on a major arterial road network on Bringelly Road. The topography, large lot size, visual exposure and excellent position on the regional road network make it a suitable location for large format retail, bulky goods and warehouse/distribution with the potential to provide a variety of local jobs in close proximity to future residential. The proposed land use will complement the activities proposed for the Leppington Major Centre.

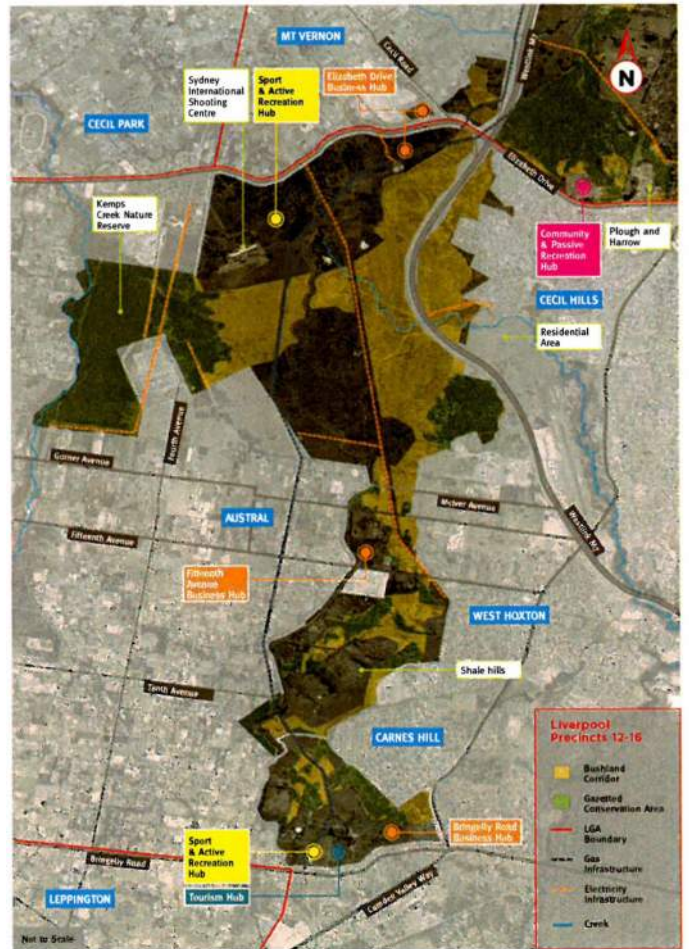
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Bringelly Road (Precinct 16)

Addressing Business Hub Principles: This proposed hub is a gateway site situated on a major arterial road network on Bringelly Road. The topography, large lot size, visual exposure and excellent position on the regional road network make it a suitable location for large format retail, bulky goods and warehouse/distribution with the potential to provide a variety of local jobs in close proximity to future residential. The proposed land use will complement the activities proposed for the Leppington Major Centre.

Addressing Business Hub Principles: This proposed hub is a gateway site situated on a major arterial road network on Bringelly Road. The topography, large lot size, visual exposure and excellent position on the regional road network make it a suitable location for large format retail, bulky goods and warehouse/distribution with the potential to provide a variety of local jobs in close proximity to future residential. The proposed land use will complement the activities proposed for the Leppington Major Centre.

Figure 4 Liverpool LGA Business Hubs



3.7 Partnering to Create Other Revenue Opportunities

The Trust is working to partner with tourism and recreational operators to provide a diversity of high quality recreational activities across the Parklands to meet the needs of the growing regional population.



Pictured above
Wet'n'Wild
Pictured opposite
Tree Top Adventure Park

The Trust has already begun generating revenue for Parklands development and management through leasing opportunities for tourism operators and other facilities within the Parklands. These short and long-term leases are increasing the recreational activities available for visitors as well as contributing towards the ongoing sustainability of the Parklands' operation. The Trust is working to partner with tourism and recreational operators to provide a diversity of high quality recreational activities across the Parklands to meet the needs of the growing regional population.

In keeping with the Plan of Management's Parkland Development and Management objectives for 2020, these arrangements:

- deliver sustainable management of the Parklands Trust's assets;
- maximise the use and community benefits of existing and newly leased assets in the Parklands;
- develop new business opportunities to support the management and further development of the Parklands; and
- allow for new infrastructure/utilities and achieving a balance between the recreation and aesthetic values of the Parklands and the infrastructure needs of external agencies.

Tourism Hubs

As detailed in the Plan of Management 2020, one percent of the Parklands has been identified as future Tourism hubs providing for a range of recreation, leisure, entertainment, education and nature based opportunities. These are located at Prospect, Bungaribee and Bringelly Road.

The first development to occur as part of the Prospect Tourism Hub is the development of the 25 hectare Wet'n'Wild Sydney theme park on Reservoir Road, Prospect. It is expected that this \$15 million investment by Village Roadshow Ltd will create 300 full time jobs and attract nearly one million visitors to the Parklands

annually. In doing so, it will provide an economic boost for Western Sydney and be a major tourism attractor for the region. The 50-year lease is part of the one percent of the Parklands allocated for tourism use according to the long-term Land Use Framework.

Planning for the Bungaribee Tourism Hub has commenced, whilst work on the Bringelly Road Tourism Hub will commence in the coming years in line with the development at Austral and Leppington North.

Commercial Billboards

The Trust has identified ten locations throughout the Parklands for commercial billboards sites. The billboards are located on the edge of the Parklands adjacent to major arterial roads. The locations of these billboards are of low environmental and scenic landscape value and in areas which do not detract from the recreational values and facilities of the Parklands.

Commercial Recreational Activities Supporting Parklands Community and Passive Recreation Hubs

The Trust will continue to partner with commercial operators to support its key recreational areas and to provide for an increase recreational experience. This includes:

Tree Top Adventure Park Located at Plough and Harrow

The Tree Top Adventure Park opened in the Parklands' Plough and Harrow East in 2012. The facility operated by Ecobline High Ropes and among other attractions has the longest flying fox in NSW strung through a patch of Cumberland Plain Woodland.

Plough and Harrow Cafe at Plough and Harrow

Close to the Tree Top Adventure Park, the lease for the Plough and Harrow Cafe is managed by a commercial operator. The cafe/restaurant opened its doors at the site in late 2012 and complements the picnic facilities at the very popular park. The Trust has recently completed an upgrade to the park of over \$1 million, providing additional car parking, new landscape works and an upgraded playground.

Third Party Commercial and Community Events

Hosting events arranged by a third party is another contribution to park activities and revenue generation. These events also attract new visitors to the Parklands and provide for another recreational activity. In 2013 the Parklands hosted its first 5 kilometre Warner Dash, organised by Warner Dash Australia, which drew thousands of spectators and participants to The Dairy. In addition, the Trust has begun hiring a purpose built pavilion and amphitheatre which accommodates 5000 people at Foxed Log to corporations, community groups and residents.

Shelter and Venue Hire

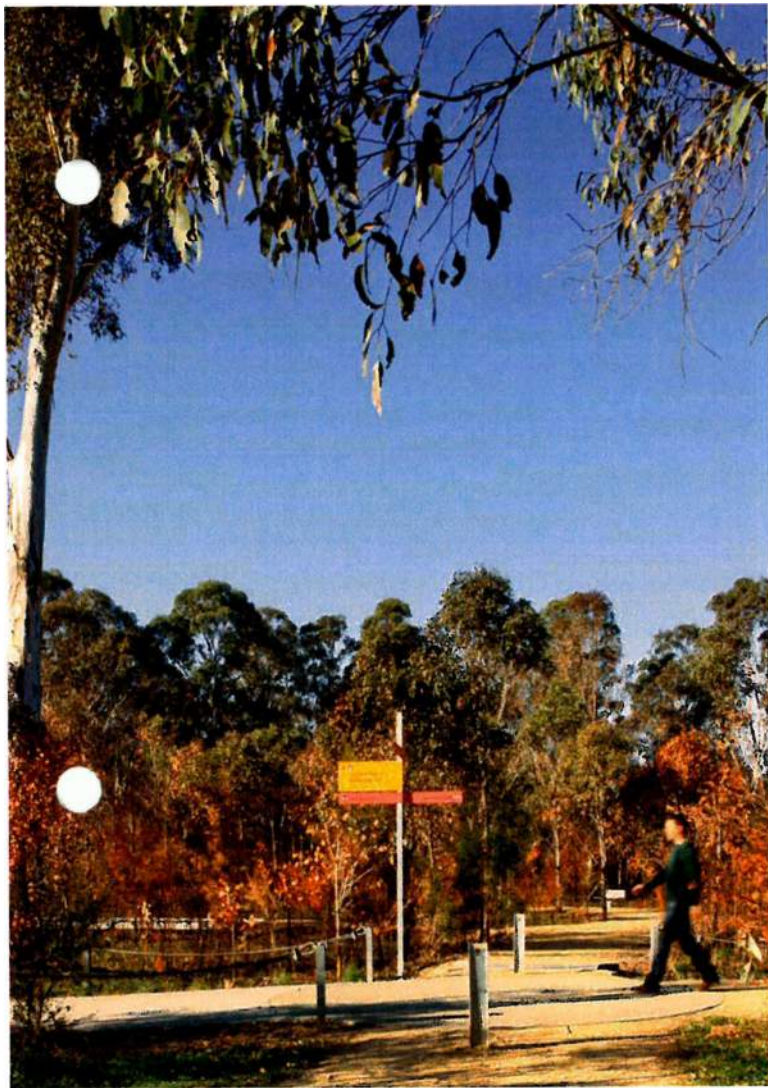
For a fee, Parklands visitors can reserve a shelter at Plough and Harrow West, Plough and Harrow East and Lizard Log picnic grounds. This guarantees visitors facilities to the very popular picnic areas, as well as provides operating revenue to the Trust.

Funding the Environment

Biobanking

In 2011/12 the Trust entered into an agreement with the Minister for the Environment to sell its first biobanking credits on 22 ha at Cecil Park and 19 ha at Horsley Park as part of an ongoing involvement in the NSW Government's Biobanking scheme. The Trust has created 423 credits and sold 293 credits to date. Biobanking credits have been sold to the private sector and the Transport Construction Authority (TCA) as part of the South West Rail Link.

The first year's credits generated substantial funds to go towards the Parklands environmental works at the Cecil Hill and Horsley Park sites. The Trust sees this mechanism as an important source of long term funds in addition to funds from other revenue sources (such as income from the business hubs) to ensure the achievement of the Environment and Conservation outcomes in the Plan of Management 2020.



Next Steps

1. **Continue to secure the long term income stream to fund the development and operation of the Parklands**
Progress planning for the proposed nine business hubs and continue to engage with the community, business and stakeholders in the successful delivery of these hubs. In the short term, establish the Horsley Park and Eastern Creek Business Hubs. Prior to proceeding with the remaining business hubs, a detailed planning assessment, economic impact analysis on existing centres and market analysis on each business hub will be completed, along with continued consultation on the proposal.
2. **Deliver the Tourism Hub Strategy**
Progress the Bungaribee Tourism Hub. Commence planning for the Prospect and Bringelly Road Tourism Hubs.
3. **Partner with other Parklands' operators**
Continue to work in partnership with existing operators in the Parklands such as those operating in the Eastern Road (motorsports) Precinct and Sydney International Shooting and Equestrian Centres to increase visitation and make greater use of existing government assets.
4. **Grow minor commercial activities to support recreational hubs, environmental initiatives and visitor programs**
Continue to expand minor business development opportunities around recreational, environmental, visitor programs and events such as shelter and venue bookings and bike hire.
5. **Continue to increase visitation to the Parklands**
Continue to increase visitation by a minimum of ten percent a year including event audiences attending Trust organised events (eg. Wool-fest), volunteering and third party run events.
6. **Deliver the Parklands' Five Year Activation Plan**
Deliver the Trust's \$30 million, five year recreational capital works program to activate an additional five percent (250 ha) of the Parklands for passive recreation. This includes:
 - improvements to the existing track network and landscape treatment in the north and south of the Parklands, including trail heads, car parking and signage,
 - complete a walking and cycling network in Abbotsbury linking Plough and Harrow, The Dairy and Lizard Log,
 - a new 12 kilometre mountain bike track and associated infrastructure in Cecil Park,
 - develop the first stages of the Bungaribee "super" park, including 20 ha of regional picnic and play facilities, a new walking and cycling loop, car parking and a new entry and intersection on Doonside Road.
7. **Deliver the Parklands' urban farming initiative in Horsley Park**
Progress the Horsley Park Precinct Urban Farming master plan by securing commercial farming leases in the Precinct to deliver about 150 ha of farming land.

Pictured opposite
Bungaribee



Designed by Froat | Installed by Seed Plant Group



Annexure B – Pro Forma Construction Licence

Construction Licence

Western Sydney Parklands Trust ABN 85 202 544 800

(Owner)

and

[#insert Developer's name]

ABN [#insert]

(Developer)

Bringelly Road Business Hub

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This licence is made on

between:

1. The party named in **item 1 of Schedule 1 (Owner)**;
2. The party named in **item 2 of Schedule 1 (Developer)**.

Recitals

- (A) The Owner is the registered proprietor of the Land.
- (B) The Owner has agreed to grant the Developer a non-exclusive licence to enter, use and occupy the Land during the Term for the Permitted Use, and on the terms and conditions contained in this licence.

Part A Definitions and Interpretation

1 Definitions

In this licence these words have these meanings:

Adjustment Note	defined in clause 12.1 ;
AFGL Conditions	the conditions set out in clause 3.1(a) of the Agreement for Ground Lease;
Agreement for Ground Lease	the agreement for ground lease entered into between the Owner, Developer and [#insert Tenant's name] on or around the date of this licence;
BRBH	means the Bringelly Road Business Hub, being the land located at Bringelly Road, Leppington NSW and comprised within the "Site" (as that term is defined in the Development Management Agreement);
Business Day	a day on which trading banks are opened for banking business in Sydney;
Commencement Date	the date described in item 4 of Schedule 1 ;
Developer	the Developer named in item 2 of Schedule 1 and its successors and assigns;
Developer's Employees and Agents	each of the Developer's employees, officers, agents, surveyors, contractors, consultants and invitees;
Development Management Agreement	has the meaning given to that term in the Agreement for Ground Lease;

DMA Date	has the meaning given to that term in the Agreement for Ground Lease;
Expiry Date	the date specified in item 5 of Schedule 1 or any earlier date on which this licence is terminated;
External Infrastructure Works	has the meaning given to that term in the Development Management Agreement, in so far as those works are within, or for the benefit of, the Land;
Ground Lease	has the meaning given to that term in the Agreement for Ground Lease;
GST and GST law	defined in clause 12.1 ;
Internal Site Works	has the meaning given to the term "Internal Site Works" in the Development Management Agreement, in so far as those works are within, or for the benefit of, the Land
Land	the land described in item 3 of Schedule 1 and where the context allows, the fixtures, fittings, furnishings, plant, machinery and equipment (if any) from time to time installed in the Land;
Licence Fee	the fee set out in item 7 of Schedule 1 ;
Net Land Payment	has the meaning given to that term in clause 12.3 of the Development Management Agreement;
Owner	the Owner named in item 1 of Schedule 1 and its successors and assigns;
Permitted Use	the use of the Land permitted under clause 9 ;
Relevant State	New South Wales;
Security Interest	includes: <ul style="list-style-type: none"> (a) a mortgage, charge, lien or pledge or any other right by way of security; and (b) a security interest within the meaning of section 12(1) of the <i>Personal Properties Securities Act 2009</i> (Cth);
Site Development Works	has the meaning given to that term in the Development Management Agreement, in so far as those works are within, or for the benefit of, the Land;
Tax Invoice	is defined in clause 12.1 ;
Tenant	[#insert Tenant's name];
Term	has the meaning given to that term in clause 6 ;

WHS Law any occupational, health and safety law, regulation or by-law that applies to work being (or to be) carried out on the Land. This definition includes the provisions under the *Work Health and Safety Act 2011 (NSW)* and the *Work Health and Safety Regulations 2011 (NSW)*; and

Works the "Works" and the "Internal Site Works", as those terms are defined in the Agreement for Ground Lease.

2 Interpretation

2.1 In this licence, unless the context otherwise requires:

- (a) derivatives of a word or phrase defined in this agreement have corresponding meanings;
- (b) headings are included to assist interpretation but do not form part of this agreement;
- (c) words of one gender include any other gender;
- (d) the singular includes the plural and the plural includes the singular;
- (e) a reference to a person includes an individual, a body corporate or an Authority;
- (f) a reference to a thing (including, but not limited to, a right, a building and the Land) includes any part of that thing;
- (g) a reference to a "contractor" includes a subcontractor;
- (h) reference to a "month" means one calendar month (for example, if a payment is to be made within one month of demand and the demand is made on 16 June then the payment must be made on or before 16 July);
- (i) a promise or agreement by 2 or more persons under this agreement binds those persons jointly and each of them individually;
- (j) a reference to a clause, schedule or exhibit is a reference to a clause, schedule or exhibit to this licence;
- (k) a reference to this licence includes all the schedules and exhibits to it;
- (l) references to statutes, regulations, ordinances or local laws extend to all statutes, regulations, ordinances or local laws amending, consolidating or replacing them;
- (m) a provision of this licence must not be construed against a party solely because that party was responsible for preparing this agreement or that provision;
- (n) where any form of the word 'include' appears, it is to be read as if followed by the words 'without limitation';
- (o) unless defined in this licence, words and phrases defined in the Agreement for Ground Lease have the same meaning; and
- (p) unless otherwise specified, time is of the essence in respect of each of the Owner's obligations under this licence.

3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this licence.

Part B Conditions Precedent

4 Commencement conditional

- 4.1 This licence is subject to and conditional on:
- (a) the AFGL Conditions being satisfied or waived (as relevant);
 - (b) the Developer notifying the Owner of receipt of the Upfront Land Payment from the Tenant under the Agreement for Ground Lease; and
 - (c) the Developer:
 - (i) paying to the Owner the Net Land Payment; and
 - (ii) notifying the Owner that it has paid the Net Land Payment to the Owner in accordance with clause 4.3.
- 4.2 Except for this clause 4 and clauses 11, 12, 16, 17, 18, 21, 24, 25, 26, 27 and 28 and Schedule 1, this licence will have no effect and the parties will have no obligations under this licence until the condition precedents in clause 4.1 are satisfied.
- 4.3 For the purpose of clause 4.1(c), the Developer must notify the Owner that it has paid the Net Land Payment to the Owner.
-

Part C Grant of licence and automatic termination

5 Licence

- 5.1 In consideration for the payment of the Licence Fee, the Owner grants to the Developer a non-exclusive licence from the Commencement Date to enter, use and occupy the Land, with or without the Developer's Employees and Agents, for the Permitted Use and on the terms and conditions in this licence.
- 5.2 The Owner grants the non-exclusive licence under clause 5.1 to the Developer for the purpose of constructing and completing the Works.

6 Term of this licence

This licence begins on the Commencement Date and ends at midnight on the Expiry Date.

7 Automatic termination

Despite any other provision of this licence, this licence will terminate, without the need for any further action by either party, on commencement of the Ground Lease.

8 Contractual rights

The rights given to the Developer under this licence are contractual only and do not give the Developer any interest in the Land or the right to lodge a caveat.

9 Permitted Use

The Developer must not use the Land for any purpose other than the use specified in item 6 of Schedule 1.

Part D Licence Fee

10 Licence Fee

- 10.1 On and from the Commencement Date, and subject to clause 10.2, the Developer must pay the Licence Fee to the Owner by equal monthly instalments in arrears.
- 10.2 Despite any other provisions of this licence, the Development Management Agreement and the Agreement for Ground Lease, the Developer is not required to pay the Licence Fee during, or in respect of, any period of delay to the External Infrastructure Works:
- (a) caused by a matter referred to in clauses 6.3(a)(ii)(C) or 6.3(a)(ii)(E) of the Development Management Agreement; or
 - (b) from the date the Owner was required to complete the External Infrastructure Works in accordance with clause 6 of the Development Management Agreement until the date that the External Infrastructure Works are completed,
- but only to the extent, and for the period, that the Developer is delayed in carrying out the Internal Site Works, the Site Development Works or the Works as a result of the delay to the External Infrastructure Works.
- 10.3 Despite any other provisions of this licence, the parties agree that:
- (a) a party's ("**Paying Party**") obligation to make a payment to any other party ("**Receiving Party**") only arises upon receipt of a relevant tax invoice from the Receiving Party; and
 - (b) the Paying Party must make the relevant payment within 10 Business Days from the date it receives the relevant tax invoice from the Receiving Party.
-

Part E Payments and costs

11 Costs of licence and stamp duties

- 11.1 Subject to clause 11.2, the Owner must pay its own costs of and incidental to the preparation and execution of this licence.
- 11.2 In accordance with clause 24.1 of the Development Management Agreement, the Developer agrees to reimburse to the Owner, the Owner's reasonable legal costs in relation to the negotiation, preparation and execution of this licence up to a maximum amount of \$1,500 plus GST.
- 11.3 The Developer must pay its own costs of and incidental to the preparation and execution of this licence.
- 11.4 The Developer must pay any stamp duty (if any) assessed on this licence or any renewal or extension of this licence.

12 Goods and Services Tax

12.1 In this clause:

- (a) "GST" means a tax that is payable under the GST law and imposed as a goods and services tax by any of the following:
 - (i) the *A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (Cth)*;
 - (ii) the *A New Tax System (Goods and Services Tax Imposition - Customs) Act 1999 (Cth)*;
 - (iii) the *A New Tax System (Goods and Services Tax Imposition - Excise) Act 1999 (Cth)*;
 - (iv) regulations related to any of these Acts; or
 - (v) any amendment to any of these Acts or regulations or both or any other Act by any of the Commonwealth, State or Territory Governments which imposes a goods and services tax, a broad base consumption tax value added tax, retail turnover tax or a tax of a similar nature;
- (b) "Primary Payment" means any payment by the Developer to the Owner of any Licence Fee or other amount payable by a Recipient to a Supplier under this licence;
- (c) "Recipient" means the person to whom a Taxable Supply is made under this licence;
- (d) "Supplier" means the person who makes a Taxable Supply under this licence; and
- (e) "Adjustment Note", "GST law", "Taxable Supply" and "Tax Invoice" have the meanings given by section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

12.2 All Primary Payments specified in this licence are exclusive of GST.

12.3 If the Supplier is liable under the GST law for any GST on any Primary Payment, the Recipient must pay to the Supplier instead of the Primary Payment, an amount (**Adjusted Primary Payment**) calculated in accordance with the following formula:

$$APP = PP + (PP \times R)$$

where:

APP is the Adjusted Primary Payment;

PP is the Primary Payment; and

R is the rate of goods and services tax specified in the *A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (Cth)*.

12.4 Subject to clause 12.5 the Recipient must pay to the Supplier the Adjusted Primary Payment calculated under clause 12.3:

- (a) at the same time; and
- (b) in the same manner,

as the Recipient is required to pay the Primary Payment.

- 12.5 As a precondition to the Recipient paying the GST component of the Adjusted Primary Payment to the Supplier, the Supplier must issue to the Recipient a Tax Invoice in respect of the payment required. All Tax Invoices must show GST as a separate item.
- 12.6 If the Supplier refunds to the Recipient any amount under this licence, the Supplier must also issue to the Recipient an Adjustment Note in respect of the refund.
- 12.7 Any amount to be reimbursed by a party under this licence must not exceed the GST inclusive price paid by the party seeking the reimbursement.

13 Statutory Costs and Outgoings

The Developer is responsible for the cost of all:

- 13.1 statutory charges and taxes which are payable in relation to the Land including rates assessments or other fees, levies or charges (for example Council rates, water rates, sewerage rates) and, subject to clause 4.2(f) of the Development Management Agreement, land tax;
- 13.2 costs of maintaining the Land in the state or condition as at the Commencement Date. For the avoidance of doubt, this does not in any way limit the Developer's obligation to undertake and complete the Internal Site Works and the Works;
- 13.3 any costs incurred by the Developer in compliance with any laws or requirements in respect of the Land; and
- 13.4 power, water, gas and other services supplied to the Land,

from the Commencement Date and must reimburse the Owner to the extent those costs are paid by the Owner within 10 Business Days of the Owner providing to the Developer reasonable evidence of the costs incurred.

Part F Use of Land

14 Proper use of Land

- 14.1 The Developer must not use the Land or any land adjoining the Land for any illegal purpose.
- 14.2 The Developer must not cause any nuisance by its use of the Land.
- 14.3 The Developer must maintain all licences, consents, permits and registrations required for carrying on the Works.
- 14.4 The Developer must comply with all Laws in respect of this licence.
- 14.5 The Developer must not use the Land in any way that is inconsistent with the Agreement for Ground Lease and Development Management Agreement.

15 Alterations to the Land

Within 14 days of a request being made by the Developer, the Owner must at the Developer's cost sign any application, form or other document required to be signed by the Owner for the consent or approval of any Authority to alterations or additions to the Land contemplated under the Agreement for Ground Lease.

Part G Developer's parting of possession

16 Developer assignment and subleasing

- 16.1 The Developer must not assign this licence, other than in accordance with a corresponding assignment under clause 5.1 of the Agreement for Ground Lease.
- 16.2 Despite clause 16.1, the Developer may sub-licence the Land, or parts of the Land, to the Developer's Employees and Agents provided:
- (a) the Developer gives written notice to the Owner of its intention to sub-licence, including details of the sub- licensee entity;
 - (b) the sub-licence is for the Permitted Use; and
 - (c) no sub-licence under this clause 16.2 will relieve the Developer from its obligations to the Owner under this agreement.

17 Owner assignment and subleasing

The Owner must not sell, assign, concurrently lease or transfer its interest in the Land or this agreement, other than in accordance with a corresponding assignment under clause 5.3 of the Agreement for Ground Lease.

18 Multi-party side deed

- 18.1 The parties acknowledge that the Developer may (and is entitled to) grant a security interest (including a Security Interest) over its rights under this licence to its financier or financiers.
- 18.2 If requested by the Developer, the Owner must enter into a deed or deeds with the Developer and the Developer's financier in a form reasonably required by the Developer's financier ("**Multi-party Side Deed**").
- 18.3 The Multi-Party Side Deed referred to in clause 18.2 above will generally be consistent with the principles contained in Schedule 5 of the Agreement for Ground Lease or will otherwise be on terms reasonably acceptable to the parties.
- 18.4 The parties agree to act reasonably and in good faith in relation to things requested by the Developer or its respective financier or financiers, including the negotiation and execution of a Multi-Party Side Deed. Without limiting the previous sentence, the Owner accepts that the Developer's financier may have requirements that are different to the principles contained in Schedule 5 of the Agreement for Ground Lease (including the financier's form of Multi-Party Side Deed), and the Owner must act reasonably and in good faith in relation to the financier's requirements.
- 18.5 The Developer must pay the Owner's reasonable legal costs in relation to the Multi-Party Side Deed.

Part H Insurance and risk

19 Insurance

- 19.1 Release and indemnity
- (a) The Developer releases the Owner from any claim, action, damage, loss, liability, cost or expense which the Developer incurs or is liable for in connection with any damage, loss, injury or death to or of any person or property arising from the

Developer's access to or use of the Land and any liability for damage to the Developer's property arising from the Developer's access to or use of the Land, except to the extent such damage, loss, injury or death is caused or contributed to by the act or omission of the Owner or the Owner's authorised representatives, consultants, employees, agents, contractors or invitees.

- (b) The Developer indemnifies the Owner against any claim, action, damage, loss, liability, cost or expense which the Owner incurs or is liable for in connection with any damage, loss, injury or death caused or contributed to by the Developer's or the Developer's authorised representatives', consultants', employees', agents', contractors' or invitees', access to or use of the Land, except to the extent such damage, loss, injury or death is caused or contributed to by the act or omission of the Owner or the Owner's authorised representatives, consultants, employees, agents, contractors or invitees.

- 19.2 The Developer must maintain the insurances required under the Agreement for Ground Lease during the Term.

Part I Expiry of licence

20 End of licence

- 20.1 On the Expiry Date the Developer must vacate the Land.
- 20.2 The Developer has no make good obligations under this licence, but may have obligations under clause 6.3 of the Agreement for Ground Lease.
- 20.3 The termination of this licence will not affect any rights of either party for any breach of this licence prior to the termination.

Part J Termination

21 Termination interdependent

This licence automatically ends at the same time that the Agreement for Ground Lease ends.

22 No other right to terminate

Despite any Law to the contrary, no party may terminate this licence other than in accordance with an express provision of this licence.

Part K General

23 Access

- 23.1 The Developer may enter, use and access the Land for the carrying out of the Works. The Developer may (with the consent of the Owner, not to be unreasonably withheld) also access the Land over parts of any land in the BRBH as is reasonably required to enter, use and access the Land.
- 23.2 The Owner or its agents may enter the Land in accordance with the provisions of the Agreement for Ground Lease.
- 23.3 Despite any other provision of this licence, the Developer acknowledges that the Developer's employees, contractors, agents, invitees and visitors may not access the Land before receiving the Owner's site training (except where the Developer's

employees, contractors, agents, invitees and visitors have received the Owner's site training in accordance with the Development Management Agreement). The Owner must make the Owner's site induction training available to the Developer's employees, contractors, agents, invitees and visitors on reasonable notice by the Developer.

24 Notices affecting Land

If the Owner receives any notices from an Authority which relate to:

- (a) planning permits or development approvals;
- (b) rezoning of land;
- (c) compulsory acquisition of land;
- (d) resumption of land;
- (e) road widening;
- (f) rates;
- (g) taxation; or
- (h) interruption of services,

which would or could affect the Land, the Owner must give a copy of the notice to the Developer within 14 days after it is received by the Owner.

25 Mortgagee's consent

The Owner must obtain the consent to this licence of any mortgagee of the Owner from time to time at its cost and promptly provide a copy to the Developer.

26 Notices to Owner

A notice, request, consent, approval or other communication (each a **notice**) to be given by the Developer to the Owner under this licence must be given in the manner described in clause 11 of the Agreement for Ground Lease.

27 Notices to Developer

A notice, request, consent, approval or other communication (each a **notice**) to be given by the Owner to the Developer must be given in the manner described in clause 11 of the Agreement for Ground Lease.

28 Merger, partnerships, implied covenants, entire agreement, severability and relevant law

- 28.1 This licence does not constitute or imply a partnership between the parties.
- 28.2 If any provision of this licence is or becomes invalid or unenforceable:
 - (a) the remaining provisions are not affected; and
 - (b) each remaining provision is valid and enforceable to the extent the law allows.
- 28.3 This licence takes effect as a contract made in the Relevant State and is governed by and must be performed according to the law of the Relevant State.

Part L WHS Law

29 Developer must comply

- 29.1 The Developer must comply with all laws in connection with the Developer's use of the Land and the Works, including the WHS Law.
- 29.2 For the purposes of the WHS Law, the owner appoints the Developer to be its principal contractor with respect to the Works and authorises the Developer to have management or control of the Land and to discharge the duties of a principal contractor under the WHS Law.
- 29.3 As principal contractor, the Developer acknowledges and agrees that:
- (a) the Works are and will remain the responsibility of the Developer; and
 - (b) the Developer must ensure that the Works are carried out in compliance with the requirements of the WHS Laws.
- 29.4 The Developer's appointment as principal contractor for the purposes of the WHS Law will start on commencement of the Works and will terminate at such time as the Works are completed.

Part M Environmental obligations

30 Developer's obligations

- 30.1 The Developer accepts the Land in its existing state and condition as at the Commencement Date.
- 30.2 Without limiting the Developer's obligations under clause 15.1(c) of the Development Management Agreement, the Developer is responsible for the remediation and management of any Contamination existing in or on the Land from the Commencement Date until the Expiry Date to the extent such Contamination:
- (a) renders the Land unsuitable for commercial and industrial use; and
 - (b) is not caused by the Owner or the Owner's authorised representatives, consultants, employees, agents, contractors or invitees after the DMA Date.
- 30.3 Clause 30.2 also applies to any Contamination leaching from the Land onto adjoining land but only to the extent the leaching is caused or contributed to by the Developer or the Developer's authorised representatives, consultants, employees, agents, contractors or invitees.
- 30.4 During the Term, the Developer must use reasonable endeavours not to cause or perform or allow any activity which may result in or cause or contribute to:
- (a) any Contamination on, in or emanating from the Land; or
 - (b) exacerbate or add to any pre-existing Contamination on, in or emanating from the Land.

Part N Not used

31 Not used

Part O Interest

32 Interest

32.1 The Developer must pay interest on any money owing to the Owner which is not paid on the due date. The interest payable:

- (a) is at a rate 2% per annum higher than the National Australia Bank Limited ABN 12 004 044 937 Business Lending Indicator Base Rate on the date on which default occurs;
- (b) applies from the day after the money should have been paid to the day that the money is actually paid; and
- (c) is capitalised on the last day of each month.

32.2 If the basis for calculation of interest payable under clause 32.1(a) does not apply at the relevant time, then the interest payable must be calculated on a similar basis on a rate quoted by a similar or equivalent trading bank.

Part P Disputes

33 Comply with Agreement for Ground Lease

If a dispute arises out of or in connection with this agreement, each party must comply with the provisions of clause 15 of the Agreement for Ground Lease.

Part Q Counterparts

34 Execution in counterparts

This licence may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

Schedule 1

1.	Owner:	Western Sydney Parklands Trust
	ABN:	85 202 544 800
	Address:	Level 7, 10 Valentine Avenue, Parramatta, NSW 2150
	Telephone:	+61 2 9895 7500
	Fax:	+61 2 9895 7580
	Attention:	Kerry Jahangir
2.	Developer:	[#insert details]
	ABN:	[#insert details]
	Address:	[#insert details]
	Telephone:	[#insert details]
	Fax:	[#insert details]
	Attention:	[#insert details]
3.	Land:	<p>Proposed Lot [##] in Plan of Subdivision [##]</p> <p>being part of the land located at Bringelly Road, Leppington NSW, being land contained in the following folios:</p> <p>(a) Lot 10 in DP1222985;</p> <p>(b) Lot 1, 2, 3, 4, 10, 11, 12 and 13 in DP29104; and</p> <p>(c) Part Lot 1, 2 and 3 in DP876864,</p> <p>as shown in the plan in Schedule 2 of the Development Management Agreement.</p>
4.	Commencement Date:	The day after the conditions in clause 4.1 are satisfied.
5.	Expiry Date:	<p>The earlier of:</p> <p>(a) the "Commencement Date" (as that term is defined in the Agreement for Ground Lease); and</p> <p>(b) the date on which the Agreement for Ground Lease is terminated.</p>
6.	Permitted Use	Construction and development of the Works and the Internal Site Works in accordance with the Agreement for Ground Lease.
7.	Licence Fee	<p>[\$ ##] per annum (plus GST) [#To be inserted]</p> <p>From the 2nd anniversary of the Commencement Date: an</p>

		<p>amount equivalent to the Rent and Outgoings that would have been payable under the Ground Lease ("Rent and Outgoings") if the Ground Lease had commenced and the Rent and Outgoings had become payable on the date which is the 2nd anniversary of the Commencement Date, including any increases in that Rent and Outgoings that would have applied had the Ground Lease commenced and Rent and Outgoings become payable on that date.</p>
--	--	---

Executed as a deed

)

Executed on and behalf of the body
named below by the authorised
delegate(s) whose signature(s)
appear(s) below pursuant to the
authority specified.

)

)

)

Body: **Western Sydney Parklands
Trust (ABN 85 202 544 800)**

Authority: s 8 of the Western Sydney
Parklands Act 2006

.....

Signature of witness

.....

Signature of delegate

.....

Name of witness (print)

Suellen Fitzgerald

Name of delegate

.....

Occupation of witness (print)

.....

Position: Executive Director

[# Developer signature block to be inserted]

Annexure C – Site Construction Licence

Site Construction Licence

Western Sydney Parklands Trust ABN 85 202 544 800

(Owner)

and

CIP/CH (Bringelly) Pty Ltd ACN 619 339 605

(Developer)

Bringelly Road Business Hub

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This licence is made on

between:

1. The party named in **item 1 of Schedule 1 (Owner)**;
2. The party named in **item 2 of Schedule 1 (Developer)**.

Recitals

- (A) The Owner is the registered proprietor of the Land.
- (B) The Owner has agreed to grant the Developer a non-exclusive licence to enter, use and occupy the Land during the Term for the Permitted Use, and on the terms and conditions contained in this licence.

Part A Definitions and Interpretation

1 Definitions

In this licence these words have these meanings:

Adjustment Note	defined in clause 11.1 ;
BRBH	means the Bringelly Road Business Hub, being the land located at Bringelly Road, Leppington NSW and comprised within the "Site" (as that term is defined in the Development Management Agreement);
Business Day	a day on which trading banks are opened for banking business in Sydney;
Commencement Date	the date described in item 4 of Schedule 1 ;
Construction Certificate	has the meaning given to that term under the <i>Environmental Planning and Assessment Act 1979 (NSW)</i> ;
Developer	the Developer named in item 2 of Schedule 1 and its successors and assigns;
Developer's Employees and Agents	each of the Developer's employees, officers, agents, surveyors, contractors, consultants and invitees;
Development Consent	has the meaning given to the term "Internal Works Development Consent" in clause 10.2(a)(i)(B) of the Development Management Agreement;
Development Management Agreement	means the development management agreement between the Owner and the Developer (and other parties) dated on

	or around the date of this licence;
Expiry Date	the date specified in item 5 of Schedule 1 or any earlier date on which this licence is terminated;
GST and GST law	defined in clause 11.1 ;
Internal Site Works	has the meaning given to the term "Internal Site Works" in the Development Management Agreement
Land	the land described in item 3 of Schedule 1 and where the context allows, the fixtures, fittings, furnishings, plant, machinery and equipment (if any) from time to time installed in the Land;
Owner	the Owner named in item 1 of Schedule 1 and its successors and assigns;
Permitted Use	the use of the Land permitted under clause 8 ;
Relevant State	New South Wales;
Security Interest	includes: <ul style="list-style-type: none"> (a) a mortgage, charge, lien or pledge or any other right by way of security; and (b) a security interest within the meaning of section 12(1) of the <i>Personal Properties Securities Act 2009</i> (Cth);
Tax Invoice	is defined in clause 11.1 ;
Term	has the meaning given to that term in clause 6 ;
WHS Law	any occupational, health and safety law, regulation or by-law that applies to work being (or to be) carried out on the Land. This definition includes the provisions under the <i>Work Health and Safety Act 2011 (NSW)</i> and the <i>Work Health and Safety Regulations 2011 (NSW)</i> ; and

2 Interpretation

2.1 In this licence, unless the context otherwise requires:

- (a) derivatives of a word or phrase defined in this agreement have corresponding meanings;
- (b) headings are included to assist interpretation but do not form part of this agreement;
- (c) words of one gender include any other gender;
- (d) the singular includes the plural and the plural includes the singular;
- (e) a reference to a person includes an individual, a body corporate or an Authority;

- (f) a reference to a thing (including, but not limited to, a right, a building and the Land) includes any part of that thing;
- (g) a reference to a "contractor" includes a subcontractor;
- (h) reference to a "month" means one calendar month (for example, if a payment is to be made within one month of demand and the demand is made on 16 June then the payment must be made on or before 16 July);
- (i) a promise or agreement by 2 or more persons under this agreement binds those persons jointly and each of them individually;
- (j) a reference to a clause, schedule or exhibit is a reference to a clause, schedule or exhibit to this licence;
- (k) a reference to this licence includes all the schedules and exhibits to it;
- (l) references to statutes, regulations, ordinances or local laws extend to all statutes, regulations, ordinances or local laws amending, consolidating or replacing them;
- (m) a provision of this licence must not be construed against a party solely because that party was responsible for preparing this agreement or that provision;
- (n) where any form of the word 'include' appears, it is to be read as if followed by the words 'without limitation';
- (o) unless defined in this licence, words and phrases defined in the Development Management Agreement have the same meaning; and
- (p) unless otherwise specified, time is of the essence in respect of each of the Owner's obligations under this licence.

3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this licence.

Part B Conditions to Internal Site Works

4 Conditions

4.1 The Developer must not commence the Internal Site Works until the following are satisfied in respect of the relevant Internal Site Works:

- (a) the Developer:
 - (i) obtaining the Development Consent on conditions acceptable to the Developer; and
 - (ii) providing a copy of the Development Consent to the Owner,
in accordance with clause 10.2(a) of the Development Management Agreement;
- (b) the Developer providing the Owner with evidence of the insurances in accordance with clause 18.2(b); and
- (c) the Developer obtaining the Construction Certificate to commence the Internal Site Works.

Part C Grant of licence and automatic termination

5 Licence

- 5.1 The Owner grants to the Developer a non-exclusive licence from the Commencement Date to enter, use and occupy the Land, with or without the Developer's Employees and Agents, for the Permitted Use and on the terms and conditions in this licence.
- 5.2 The Owner grants the non-exclusive licence under clause 5.1 to the Developer for the purpose of constructing and completing the Internal Site Works.

6 Term of this licence

This licence begins on the Commencement Date and ends at midnight on the Expiry Date.

7 Contractual rights

The rights given to the Developer under this licence are contractual only and do not give the Developer any interest in the Land or the right to lodge a caveat.

8 Permitted Use

The Developer must not use the Land for any purpose other than the use specified in item 6 of Schedule 1.

Part D Not used

9 Not used

Part E Payments and costs

10 Costs of licence and stamp duties

- 10.1 Subject to clause 24.1(a) of the Development Management Agreement, the Owner must pay its own costs of and incidental to the preparation and execution of this licence.
- 10.2 Not used.
- 10.3 The Developer must pay its own costs of and incidental to the preparation and execution of this licence.
- 10.4 The Developer must pay any stamp duty (if any) assessed on this licence or any renewal or extension of this licence.

11 Goods and Services Tax

- 11.1 In this clause:
- (a) "GST" means a tax that is payable under the GST law and imposed as a goods and services tax by any of the following:
- (i) the *A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (Cth)*;
 - (ii) the *A New Tax System (Goods and Services Tax Imposition - Customs) Act 1999 (Cth)*;

- (iii) the *A New Tax System (Goods and Services Tax Imposition - Excise) Act 1999 (Cth)*;
 - (iv) regulations related to any of these Acts; or
 - (v) any amendment to any of these Acts or regulations or both or any other Act by any of the Commonwealth, State or Territory Governments which imposes a goods and services tax, a broad base consumption tax value added tax, retail turnover tax or a tax of a similar nature;
- (b) **"Primary Payment"** means any payment by the Developer to the Owner of any Licence Fee or other amount payable by a Recipient to a Supplier under this licence;
 - (c) **"Recipient"** means the person to whom a Taxable Supply is made under this licence;
 - (d) **"Supplier"** means the person who makes a Taxable Supply under this licence; and
 - (e) **"Adjustment Note"**, **"GST law"**, **"Taxable Supply"** and **"Tax Invoice"** have the meanings given by section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

11.2 All Primary Payments specified in this licence are exclusive of GST.

11.3 If the Supplier is liable under the GST law for any GST on any Primary Payment, the Recipient must pay to the Supplier instead of the Primary Payment, an amount (**Adjusted Primary Payment**) calculated in accordance with the following formula:

$$APP = PP + (PP \times R)$$

where:

APP is the Adjusted Primary Payment;

PP is the Primary Payment; and

R is the rate of goods and services tax specified in the *A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (Cth)*.

11.4 Subject to clause 11.5 the Recipient must pay to the Supplier the Adjusted Primary Payment calculated under clause 11.3:

- (a) at the same time; and
- (b) in the same manner,

as the Recipient is required to pay the Primary Payment.

11.5 As a precondition to the Recipient paying the GST component of the Adjusted Primary Payment to the Supplier, the Supplier must issue to the Recipient a Tax Invoice in respect of the payment required. All Tax Invoices must show GST as a separate item.

11.6 If the Supplier refunds to the Recipient any amount under this licence, the Supplier must also issue to the Recipient an Adjustment Note in respect of the refund.

11.7 Any amount to be reimbursed by a party under this licence must not exceed the GST inclusive price paid by the party seeking the reimbursement.

12 Costs

The Developer is responsible for:

- 12.1 any costs incurred by the Developer in compliance with any laws or requirements in respect of the Internal Site Works; and
 - 12.2 the cost of all power, water, gas and other services supplied in relation to the Internal Site Works,
- from the Commencement Date.

Part F Use of Land

13 Proper use of Land

- 13.1 The Developer must not use the Land or any land adjoining the Land for any illegal purpose.
- 13.2 The Developer must not cause any nuisance by its use of the Land.
- 13.3 The Developer must maintain all licences, consents, permits and registrations required for carrying on the Internal Site Works.
- 13.4 The Developer must comply with all Laws in respect of this licence.
- 13.5 The Developer must not use the Land in any way that is inconsistent with the Development Management Agreement.

14 Alterations to the Land

Within 14 days of a request being made by the Developer, the Owner must at the Developer's cost sign any application, form or other document required to be signed by the Owner for the consent or approval of any Authority to alterations or additions to the Land contemplated under the Development Management Agreement.

Part G Developer's parting of possession

15 Developer assignment and subleasing

- 15.1 The Developer must not assign this licence.
- 15.2 Despite clause 15.1, the Developer may sub-licence the Land, or parts of the Land, to the Developer's Employees and Agents provided:
 - (a) the Developer gives written notice to the Owner of its intention to sub-licence, including details of the sub- licensee entity; and
 - (b) the sub-licence is for the Permitted Use.

16 Owner assignment and subleasing

The Owner must not sell, assign, concurrently lease or transfer its interest in the Land or this agreement other than in accordance with clause 19 of the Development Management Agreement.

17 Multi-party side deed

- 17.1 The parties acknowledge that the Developer may (and is entitled to) grant a security interest (including a Security Interest) over its rights under this licence to its financier or financiers.
- 17.2 If requested by the Developer, the Owner must enter into a deed or deeds with the Developer and the Developer's financier in a form reasonably required by the Developer's financier ("**Multi-party Side Deed**").
- 17.3 The Multi-Party Side Deed referred to in clause 17.2 above will generally be consistent with the principles contained in Schedule 10 of the Development Management Agreement or will otherwise be on terms reasonably acceptable to the parties.
- 17.4 The parties agree to act reasonably and in good faith in relation to things requested by the Developer or its respective financier or financiers, including the negotiation and execution of a Multi-Party Side Deed. Without limiting the previous sentence, the Owner accepts that the Developer's financier may have requirements that are different to the principles contained in Schedule 10 of the Development Management Agreement (including the financier's form of Multi-Party Side Deed), and the Owner must act reasonably and in good faith in relation to the financier's requirements.
- 17.5 The Developer must pay the Owner's reasonable legal costs in relation to the Multi-Party Side Deed.

Part H Insurance and risk

18 Insurance

- 18.1 Release and indemnity
- (a) The Developer releases the Owner from any claim, action, damage, loss, liability, cost or expense which the Developer incurs or is liable for in connection with any damage, loss, injury or death to or of any person or property arising from the Developer's access to or use of the Land and any liability for damage to the Developer's property arising from the Developer's access to or use of the Land, except to the extent such damage, loss, injury or death is caused or contributed to by the act or omission of the Owner or the Owner's authorised representatives, consultants, employees, agents, contractors or invitees.
- (b) The Developer indemnifies the Owner against any claim, action, damage, loss, liability, cost or expense which the Owner incurs or is liable for in connection with any damage, loss, injury or death caused or contributed to by the Developer's or the Developer's authorised representatives', consultants', employees', agents', contractors' or invitees', access to or use of the Land, except to the extent such damage, loss, injury or death is caused or contributed to by the act or omission of the Owner or the Owner's authorised representatives, consultants, employees, agents, contractors or invitees.
- 18.2 The Developer must (or procure that a contractor does):
- (a) in connection with the Internal Site Works maintain with insurers:
- (i) in the name of the Developer and Owner, public liability insurance for at least an amount of \$50 million;
- (ii) in the name of the Developer and Owner, contract works insurance;

- (iii) in the name of the Developer, professional indemnity insurance; and
 - (iv) in the name of the Developer, workers' compensation insurance as required by law; and
- (b) give the Owner evidence that it has complied with clause 18.2(a) when requested to do so.
-

Part I Expiry of licence

19 End of licence

- 19.1 On the Expiry Date the Developer must vacate the Land.
 - 19.2 The Developer has no make good obligations under this licence.
 - 19.3 The termination of this licence will not affect any rights of either party for any breach of this licence prior to the termination.
-

Part J Termination

20 Termination

This licence automatically ends on the Expiry Date.

21 No other right to terminate

Despite any Law to the contrary, no party may terminate this licence other than in accordance with an express provision of this licence.

Part K General

22 Access

- 22.1 The Developer may enter, use and access the Land for the carrying out of the Internal Site Works. The Developer may (with the consent of the Owner, not to be unreasonably withheld) also access the Land over parts of any land in the BRBH as is reasonably required to enter, use and access the Land.
- 22.2 The Owner or its agents may enter the Land in accordance with the provisions of the Development Management Agreement.
- 22.3 Despite any other provision of this licence, the Developer acknowledges that the Developer's employees, contractors, agents, invitees and visitors may not access the Land before receiving the Owner's or Developer's site training (as applicable) (except where the Developer's employees, contractors, agents, invitees and visitors have received the Owner's site training in accordance with the Development Management Agreement). The Owner must make the Owner's site induction training available to the Developer's employees, contractors, agents, invitees and visitors on reasonable notice by the Developer and is not required to provide site induction training more than once. The Owner authorises the Developer to provide subsequent site induction training in place of the Owner to the Developer's employees, contractors, agents, invitees and visitors who did not attend the site induction training provided by the Owner.

23 Notices affecting Land

If the Owner receives any notices from an Authority which relate to:

- (a) planning permits or development approvals;
- (b) rezoning of land;
- (c) compulsory acquisition of land;
- (d) resumption of land;
- (e) road widening;
- (f) rates;
- (g) taxation; or
- (h) interruption of services,

which would or could affect the Land, the Owner must give a copy of the notice to the Developer within 14 days after it is received by the Owner.

24 Mortgagee's consent

The Owner must obtain the consent to this licence of any mortgagee of the Owner from time to time at its cost and promptly provide a copy to the Developer.

25 Notices to Owner

A notice, request, consent, approval or other communication (each a **notice**) to be given by the Developer to the Owner under this licence must be given in the manner described in clause 22 of the Development Management Agreement.

26 Notices to Developer

A notice, request, consent, approval or other communication (each a **notice**) to be given by the Owner to the Developer must be given in the manner described in clause 22 of the Development Management Agreement.

27 Merger, partnerships, implied covenants, entire agreement, severability and relevant law

27.1 This licence does not constitute or imply a partnership between the parties.

27.2 If any provision of this licence is or becomes invalid or unenforceable:

- (a) the remaining provisions are not affected; and
- (b) each remaining provision is valid and enforceable to the extent the law allows.

27.3 This licence takes effect as a contract made in the Relevant State and is governed by and must be performed according to the law of the Relevant State.

Part L WHS Law

28 Developer must comply

- 28.1 The Developer must comply with all laws in connection with the Developer's use of the Land and the Internal Site Works, including the WHS Law.
- 28.2 For the purposes of the WHS Law, the owner appoints the Developer to be its principal contractor with respect to the Internal Site Works and authorises the Developer to have management or control of the Land and to discharge the duties of a principal contractor under the WHS Law.
- 28.3 As principal contractor, the Developer acknowledges and agrees that:
- (a) the Internal Site Works are and will remain the responsibility of the Developer; and
 - (b) the Developer must ensure that the Internal Site Works are carried out in compliance with the requirements of the WHS Laws.
- 28.4 The Developer's appointment as principal contractor for the purposes of the WHS Law will start on commencement of the Internal Site Works and will terminate at such time as the Internal Site Works are completed.

Part M Environmental obligations

29 Developer's obligations

- 29.1 Without limiting clause 15 of the Development Management Agreement, the Developer accepts the Land in its existing state and condition as at the Commencement Date.
- 29.2 Without limiting clause 15 of the Development Management Agreement, during the Term, the Developer must use reasonable endeavours not to cause or perform or allow any activity which may result in or cause or contribute to:
- (a) any Contamination on, in or emanating from the Land; or
 - (b) exacerbate or add to any pre-existing Contamination on, in or emanating from the Land.

Part N Not used

30 Not used

Part O Interest

31 Interest

- 31.1 The Developer must pay interest on any money owing to the Owner which is not paid on the due date. The interest payable:
- (a) is at a rate 2% per annum higher than the National Australia Bank Limited ABN 12 004 044 937 Business Lending Indicator Base Rate on the date on which default occurs;

(b) applies from the day after the money should have been paid to the day that the money is actually paid; and

(c) is capitalised on the last day of each month.

31.2 If the basis for calculation of interest payable under clause 31.1(a) does not apply at the relevant time, then the interest payable must be calculated on a similar basis on a rate quoted by a similar or equivalent trading bank.

Part P Disputes

32 Comply with Development Management Agreement

If a dispute arises out of or in connection with this agreement, each party must comply with the provisions of clause 20 of the Development Management Agreement.

Part Q Counterparts

33 Execution in counterparts

This licence may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

Schedule 1

1.	Owner:	Western Sydney Parklands Trust	
		ABN:	85 202 544 800
		Address:	Level 7, 10 Valentine Avenue, Parramatta, NSW 2150
		Telephone:	+61 2 9895 7500
		Fax:	+61 2 9895 7580
		Attention:	Kerry Jahangir
2.	Developer:	CIP/CH (Bringelly) Pty Ltd	
		ACN:	619 339 605
		Address:	Suite 59 Jones Bay Wharf (Upper Deck) 26-32 Pirrama Road Pymont NSW 2009
		Telephone:	+61 2 9506 1400
		Fax:	+61 2 9506 1499
		Attention:	Company Secretary
3.	Land:	<p>The land within the site located at Bringelly Road, Leppington NSW:</p> <p>(a) as at the Commencement Date, being land contained in the following folios:</p> <p style="padding-left: 40px;">(i) Lot 10 in DP1222985 (excluding the "RMS Land", as that term is defined in the Development Management Agreement); and</p> <p style="padding-left: 40px;">(ii) Lot 1, 2, 3, 4 (part), 10 (part), 11, 12 and 13 in DP29104,</p> <p style="padding-left: 40px;">as shown in the plan in Schedule 2 of the Development Management Agreement; and</p> <p>(b) as varied from time to time in accordance with clause 7.10(b) of the Development Management Agreement.</p>	
4.	Commencement Date:	The "Effective Date" (as that term is defined in the Development Management Agreement).	
5.	Expiry Date:	<p>The earlier of:</p> <p>(a) the date of commencement of the final "Construction Licence" (as that term is defined in the Development</p>	

		<p>Management Agreement);</p> <p>(b) the date on which the Development Management Agreement is terminated; and</p> <p>(c) the expiry of the "Term" (as that term is defined in the Development Management Agreement).</p>
6.	Permitted Use	Construction and development of the Internal Site Works in accordance with the Development Management Agreement.
7.	Not used	Not used

Executed as a deed

)
Executed on and behalf of the body)
named below by the authorised)
delegate(s) whose signature(s))
appear(s) below pursuant to the)
authority specified.)

Body: **Western Sydney Parklands**
Trust (ABN 85 202 544 800)

Authority: s 8 of the Western Sydney
Parklands Act 2006

.....
Signature of witness	Signature of delegate
.....	Suellen Fitzgerald
Name of witness (print)	Name of delegate
.....
Occupation of witness (print)	Position: Executive Director

EXECUTED by **CIP/CH (BRINGELLY)**)
PTY LTD (ACN 619 339 605) in)
accordance with section 127(1) of the)
Corporations Act 2001 (Cth) by)
authority of its directors:)
)
)
)
)
)
)

.....
Signature of director	Signature of director/company secretary*
)	*delete whichever is not applicable
)	
)	
)	

.....
Name of director (block letters)	Name of director/company secretary* (block letters)
	*delete whichever is not applicable

Annexure D – Project Management Agreement

Project Management Agreement

Dated

Western Sydney Parklands Trust ABN 85 202 544 800 (“**Owner**”)
CIP/CH (Bringelly) Pty Ltd (ACN 619 339 605) (“**Project Manager**”)

Project Management Agreement

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Project Management Agreement

Details

Parties	Owner and Project Manager	
Owner	Name	Western Sydney Parklands Trust
	ABN	85 202 544 800
	Address	Level 7, 10 Valentine Park PARRAMATTA NSW 2150
	Telephone	+61 2 9895 7500
	Fax	+61 2 9895 7580
	Attention	Kerry Jahangir
Project Manager	Name	CIP/CH (Bringelly) Pty Ltd
	ACN	619 339 605
	Address	Suite 59 Jones Bay Wharf (Upper Deck) 26-32 Pirrama Road Pyrmont NSW 2009
	Telephone	+61 2 9506 1400
	Fax	+61 2 9506 1499
	Attention	Company Secretary
Recitals	A	Pursuant to the terms of the Development Management Agreement, the Owner has agreed to appoint a Project Manager to manage the Works on behalf of the Owner.
	B	The Owner and the Project Manager have agreed to enter into this Project Management Agreement in relation to the completion of the Works.
	C	The Project Manager has agreed to provide project management services for the Works and to control, manage, co-ordinate and supervise all activities involved in the Works subject to the terms and conditions contained in this agreement.
Governing law	New South Wales	
Date of agreement	See Signing page	

Project Management Agreement

General terms

1 Definitions and interpretation

1.1 Definitions

In this agreement unless the context otherwise requires:

Approvals means all permits, licences, consents, certificates or other approvals or exemptions obtained or required to be obtained from all relevant statutory or other authorities in relation to the carrying out, completion and certification of the Works.

Business Day means a day on which trading banks are open for general banking business in Sydney.

Consultant means any architect, builder, designer, engineer, quantity surveyor, lawyer, auditor, insurance consultant, financial consultant or other expert appointed from time to time as a consultant to the Works by the Owner, including those appointed by the Project Manager on behalf of the Owner under this agreement.

Copyright Works means any copyright work forming part of the Documentation or any documents which the Project Manager is required to provide to the Owner under this agreement.

Corporations Act means the *Corporations Act 2001* (Cth).

Details means the section of this agreement headed "Details".

Development Management Agreement means the Bringelly Road Business Hub Development Management Agreement, dated on or about the date of this deed, between the Owner (as land owner), CiP/CH (Bringelly) Pty Ltd (as developer) and Charter Hall Holdings Pty Limited and Commercial & Industrial Property Pty Ltd (together as guarantor).

Documentation means any documentation required for the proper completion of the Services.

Insolvency Event means the happening of any of these events:

- (a) an application is made to a court for an order or an order is made that a body corporate be wound up; or
- (b) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of a body corporate, or one of them is appointed, whether or not under an order; or
- (c) except to reconstruct or amalgamate while solvent on terms approved by the other party a body corporate enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them; or
- (d) a body corporate resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate

while solvent on terms approved by the other party or is otherwise wound up or dissolved; or

- (e) a body corporate is or states that it is insolvent; or
- (f) as a result of the operation of section 459F(1) of the Corporations Act, a body corporate is taken to have failed to comply with a statutory demand; or
- (g) a body corporate is or makes a statement from which it may be reasonably deduced by the other party that the body corporate is, the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act; or
- (h) a body corporate takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation or an administrator is appointed to a body corporate; or
- (i) a person becomes an insolvent under administration as defined in section 9 of the Corporations Act or action is taken which could result in that event; or
- (j) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

Moral Rights means any of the rights described in Article 6b of the Berne Convention for the Protection of Literary and Artistic Works 1886 (as amended and revised from time to time), being "*droit moral*" or other analogous rights arising under any statute (including the *Copyright Act 1968* (Cth)) or any other law (including any law outside Australia), that exist, or that may come to exist, anywhere in the world.

Project Brief means the design brief for the Works attached as Schedule 7 of the Development Management Agreement.

Project Budget means the expenditure budget in relation to the Works attached at Schedule 2.

Project Expenses means all costs and expenses incurred in relation to the Works.

Project Management Fee means a fee that equals the lesser of:

- (a) ■ of the Project Expenses excluding:
 - (i) levies such as contributions and long service levies in relation to the Works; and
 - (ii) costs and expenses to the extent incurred by the Owner prior to the date of this agreement and not project managed by the Project Manager; and
- (b) ■ of the Project Budget.

Project Quality Plan means a written plan which sets out how the Project Manager intends to provide quality control to the Works, and identifies levels of quality that the Project Manager must adhere to at all times.

Services means the services to be provided by the Project Manager in connection with the Works as set out in Schedule 1.

Term has the meaning given to it in the Development Management Agreement.

WH&S Act means the *Work Health and Safety Act 2011* (NSW).

Works has the meaning given to the terms "Early External Infrastructure Works" and "External Infrastructure Works" in the Development Management Agreement.

WSPT Act means the *Western Sydney Parklands Act 2006* (NSW).

1.2 Interpretation

In this agreement unless the contrary intention appears:

- (a) a reference to this agreement or another instrument includes any variation or replacement of any of them;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) the word "person" includes a firm, body corporate, a trust, an unincorporated association or an authority;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (f) an agreement, representation or warranty on the part of or in favour of two or more persons is for the benefit of them jointly and severally;
- (g) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (h) where any form of the word 'include' appears, it is to be read as if followed by the words 'without limitation'; and
- (i) if an act prescribed under this agreement to be done by a party on or by a given day is done after 5.30 pm on that day, it is to be taken to be done on the following day.

1.3 Headings

Headings are inserted for convenience and do not affect the interpretation of this agreement.

2 Consideration

The parties acknowledge incurring obligations and giving rights under this agreement for valuable consideration received from the other.

3 Functions and duties of the Project Manager

3.1 General

- (a) The Project Manager agrees to act as project manager and be responsible for the control, management, co-ordination and supervision of all activities of the Works, including:
 - (i) project managing the Owner's compliance with the Owner's obligations for the Works under the Development Management Agreement and;
 - (ii) performing the Services set out in Schedule 1.
- (b) Despite any other provision of this agreement, the Project Manager is not responsible for a breach by the Owner of its obligations under the Development Management Agreement in connection with the Works provided the Project Manager has acted in accordance with the Project Manager's obligations under this agreement.

3.2 Decisions concerning the Works

Subject to the terms of this agreement, the Project Manager, in its role as project manager, is responsible for all decisions and recommendations in relation to the Works, other than as set out in clauses 6.1 and 6.2.

3.3 Supervision

The Project Manager must at all times, during the Works:

- (a) use all due skill and care in carrying out its obligations under this agreement;
- (b) maintain supervision, control and co-ordination of its officers, employees and agents; and
- (c) use only appropriately qualified, competent and skilled personnel.

3.4 Development Management Agreement

Nothing in this agreement prejudices the parties' rights under the Development Management Agreement.

4 Access to the land

4.1 Access

The Owner agrees that the Project Manager has the non-exclusive licence to occupy and has full and free access to all land owned by the Owner as may be necessary for the purposes of performing its obligations under this agreement.

4.2 No Interest

Nothing in this agreement will operate or be deemed or construed as to give the Project Manager any legal or beneficial interest in any land.

5A Project Budget

5A.1 Project Budget

The parties agree the Project Budget as at the date of this agreement is attached at Schedule 2.

5A.2 Amended Project Budget

- (a) The Project Manager must:
- (i) submit amendments to the Project Budget for approval by the Owner; or
 - (ii) confirm to the Owner that there are no amendments to the last Project Budget issued by the Owner,
- every 6 months after the date of this agreement.
- (b) In addition to providing the amendments or confirmation required under clause 5A.2(a), the Project Manager may at any time during the Term, submit to the Owner amendments to the Project Budget for approval by the Owner.
- (c) The Owner must (acting reasonably):
- (i) review the amendments submitted to the Owner; and
 - (ii) notify the Project Manager of whether it approves or does not approve the amendments within 10 Business Days of the date of submission of the amendments by the Project Manager, and if it does not approve the amendments, must give reasons for its decision.
- (d) If the Owner approves the amendments, the amended Project Budget becomes the "Project Budget" for the purposes of this agreement.

5 Authority of the Project Manager

5.1 Independent Contractor

The Owner appoints the Project Manager to carry out the Services as independent and impartial contractor to the Owner.

5.2 Authority includes

Subject to clause 5.3, the authority under clause 5.1 extends to any action reasonably necessary for the Project Manager to carry out the Services.

5.3 Authority excludes

The authority in clause 5.2 does not include:

- (a) incurring or causing the Owner to incur any expenditure (including Project Expenses) in excess of the amounts provided for in the Project Budget except as permitted under clause 6.3(a); or
- (b) undertaking any material alteration or modification of the Approvals.

6 Owner's control of the Works

6.1 Ultimate risk and control

The Owner bears the ultimate risk in the Works and may determine and issue reasonable written instructions to the Project Manager in connection with:

- (a) the Approvals; and
- (b) the Project Budget.

6.2 Owner may set policies

The Owner may set reasonable policies for the carrying out of the Works including setting reasonable policies as to:

- (a) incurring expenditure not provided for in the Project Budget; and
- (b) final approval for the drawing of funds or expenditure of contingencies even if budgeted for in the Project Budget.

6.3 Project Manager must comply with instructions

The Project Manager must comply with instructions and policies described in clauses 6.1 and 6.2 except if:

- (a) it cannot do so due to a serious and immediate emergency where prompt action is required without the ability to seek instructions of the Owner; or
- (b) the action taken is of a minor nature and does not impact on attainment of the Project Budget (including cashflows).

This clause 6.3 does not prevent the Owner from changing their policies or instructions, and the Project Manager must nevertheless comply with those changed reasonable policies or instructions.

6.4 Ownership of, and copyright in, Documentation

- (a) Subject to clause 6.4(c), the Project Manager:
 - (i) assigns to the Owner absolutely all of the rights, title and interest in any Documentation upon its creation; and
 - (ii) must procure from each subcontractor or Consultant the assignment of all rights, title and interest in any Documentation created by those subcontractors or Consultants to the Owner upon its creation.
- (b) The Project Manager must, if required by the Owner, do all further things reasonably necessary to assign the Project Manager's right, title and interest in any of the Documentation to the Owner.
- (c) If the Project Manager's rights, title and interest in any of the Documentation are not capable of being assigned to the Owner, the Project Manager must ensure that the Owner is irrevocably licensed (whether by sub-licence from the Project Manager or direct licence from the owner of the right, title and interest) to use that Documentation in connection with the Works.

6.5 Moral Rights

(a) The Project Manager:

- (i) must use its reasonable endeavours to procure from:
 - (A) any person (including each of its relevant employees and relevant employees of its subcontractors, Consultants and agents) who is an author of any Copyright Works (in this clause 6.5 called "the author") which are assigned or licensed to the Owner under this agreement; or
 - (B) the employer of any author, who is not an employee of the Project Manager, as agent for the author; and
- (ii) to the extent the Project Manager itself has Moral Rights as an author of such Copyright Works, grant,

to the extent permitted by law, an unconditional and irrevocable assignment or waiver of all Moral Rights in respect of such Copyright Works to which the author or the Project Manager (as the case may be) may be or become entitled, whether in Australia or overseas; to:

- (iii) the Owner;
 - (iv) the Owner's licensees and successors in title; and
 - (v) any other person authorised by the Owner or by such a licensee or successor in title.
- (b) The Project Manager must give, and must use its reasonable endeavours to procure that each author (or the employer of each author, who is not an employee of the Project Manager, as agent for each author) gives, a written consent authorising:

- (i) the Owner;
- (ii) the Owner's licensees and successors in title; and
- (iii) any other person authorised by the Owner or by such a licensee or successor in title,

to exercise in accordance with this agreement all acts comprised in the copyright in the Copyright Works, including:

- (iv) the use, dealing, reproduction, modification, distortion, abridgement, revision, retitling, transmission, publication, exhibition, adaptation or translation into other dimensions, format or media of those Copyright Works;
- (v) having the Copyright Works bear the name of the Works, the Owner or any other person associated with the Works; and
- (vi) changing, relocating, demolishing or destroying any two or three dimensional reproduction of those Copyright Works without notice to or consultation with the author,

without attribution of authorship to the Project Manager or the author (as the case may be) or even if it results in "*derogatory treatment*" (as

contemplated by the Copyright Act 1968 (Cth)) which may be prejudicial to the Project Manager's or author's honour or reputation.

- (c) The Project Manager must ensure that any consent, assignments and waivers referred to in clause 6.5(a) and 6.5(b) are genuinely given and not obtained by duress or by the making of any false or misleading statement.
- (d) The Owner may give a written direction to the Project Manager to provide to the Owner all consents, assignments and waivers referred to in clause 6.5(a) and 6.5(b) that are required to be given or have been obtained by the Project Manager.
- (e) The Project Manager must promptly comply with a direction given under clause 6.5(d).

7 Information in relation to the Works

7.1 Information

The Project Manager must make available to the Owner and any person reasonably nominated by the Owner all documents containing information concerning the Works or the Services that it has in its possession or which may come into its possession during the continuance of this agreement.

7.2 Reporting requirements

The Project Manager agrees to keep the Owner regularly and comprehensively informed in relation to the Works, including providing the Owner with:

- (a) monthly reports within 7 days of the end of each month on the status of the Works, including with respect to:
 - (i) council approval status;
 - (ii) payment/financial status;
 - (iii) quality control;
 - (iv) review of financial performance against Project Budget; and
 - (v) progress against any construction program; and
- (b) monthly reports with respect to revenue and expenditure, including as against the Project Budget.

7.3 Project Manager must advise

The Project Manager must promptly advise the Owner of:

- (a) any matter of significant importance requiring prompt notification to the Owner before the succeeding monthly report;
- (b) any decision required by the Owner and the deadline for providing it; and
- (c) any variance from the Project Budget that becomes apparent to the Project Manager.

7.4 Format of reports

The format of reports shall be as reasonably required by the Owner.

8 Project Management Fee

- (a) On the last day of each month of the Term, the Project Manager must submit a payment claim to the Owner setting out:
- (i) the Project Expenses incurred to date;
 - (ii) such copies of invoices and other documentary evidence as may be reasonably required by the Owner so that it can verify the Project Expenses incurred; and
 - (iii) the Project Management Fee in respect of the Project Expenses in clause 8(a)(i).

(“Payment Claim”).

The Payment Claim must include a copy of the Project Budget.

- (b) The Owner must, within 10 Business Days of receiving a Payment Claim under clause 8(a), give the Developer a payment schedule (“**Payment Schedule**”) which states:
- (i) the Project Expenses incurred to date;
 - (ii) the amount already paid by the Owner to the Project Manager for the Project Management Fee in respect of the Works;
 - (iii) the amount (if any) which the Owner believes to be then payable by the Owner to the Project Manager on account of the Project Management Fee; and
 - (iv) if the amount which the Owner proposes to pay to the Project Manager is stated in a Payment Schedule to be less than the amount claimed by the Project Manager in the relevant Payment Claim, the reason why the amount which the Owner proposes to pay the Project Manager is less than the amount claimed in the Payment Claim.
- (c) The Owner must pay the amount payable under each Payment Schedule within 10 Business Days after the date of that Payment Schedule.
- (d) If the amount of the Project Management Fee stated in a Payment Schedule is less than the amount stated in the Project Manager’s relevant Payment Claim, then:
- (i) the Project Manager may by notice to the Owner refer the matter for determination under clause 13;
 - (ii) the Owner must comply with its obligation under clause 8(c); and
 - (iii) following a determination under clause 13, the parties must make the relevant adjustments to the amounts payable under this clause 8 within 20 Business Days of the date of the relevant determination.

- (e) Payment is only to be taken as payment on account. The issue of a Payment Schedule by the Owner and any payment of money to the Project Manager prior to Practical Completion of the Works:
 - (i) does not constitute approval of any work or an admission or representation by the Owner, or evidence that, Services have been performed in accordance with this agreement;
 - (ii) is not evidence of the value of Services covered by the Payment Schedule;
 - (iii) will not be taken as an admission of liability by the Owner; and
 - (iv) is not evidence that the part of the Services covered by the Payment Schedule has been satisfactorily carried out in accordance with this agreement;
- (f) Within 60 Business Days after Practical Completion of all of the Works the Project Manager may give the Owner a final Payment Claim which must include all amounts which the Project Manager claims from the Owner on account of the Project Management Fee.
- (g) To the extent that the *Building and Construction Industry Security of Payment Act 1999* (NSW) ("**the Act**") applies to this agreement;
 - (i) the Project Manager agrees with the Owner that any dates prescribed in this clause 8 as a date on which the Project Manager must make a Payment Claim is, for the purposes of section 8 of the Act, the "reference date" (as defined in the Act);
 - (ii) the Project Manager agrees that a Payment Schedule issued under this agreement is a "payment schedule" as defined in the Act and that the amount set out in the Payment Schedule is, for the purposes of sections 9 and 10 of the Act, the amount of the "progress payment" (as defined in the Act) calculated in accordance with the terms of this agreement to which the Project Manager is entitled in respect of the Payment Claim in response to which the Payment Schedule was issued; and
 - (iii) for the purposes of section 17(3) of the Act, the Project Manager irrevocably chooses the Resolution Institute, Australia, as the "authorised nominating authority" (as that term is defined in the Act) for any adjudication application it may make under the Act in respect of the subject matter of this agreement.

9 Payment of expenses incurred by the Project Manager

9.1 Reimbursement of expenses

The Owner must pay or reimburse the Project Manager for:

- (a) any expenses approved by the Owner in writing; and
- (b) any other expenses identified in the Project Budget paid by the Project Manager on behalf of the Owner in the performance of the Services.

9.2 Invoices

The Project Manager must, at the same time it issues a Payment Claim under clause 8(a), invoice the Owner for the expenses claimed by the Project Manager pursuant to clause 9.1 and provide written evidence to satisfy the Owner that such expenses have been properly incurred and are reimbursable under clause 9.1.

9.3 Project Expenses

For the avoidance of doubt, and despite any other provision of this agreement, the Owner is responsible for, and must promptly pay when due, all Project Expenses, including costs incurred in connection with Consultants.

10 Insurance

(a) The Project Manager must keep:

- (i) Public Liability Insurance in the name of the Project Manager as well as any contractor, with the Owner to be listed as an additional insured for liability arising out of the Project Manager's or contractor's actions; and
- (ii) Professional Indemnity Insurance in the name of the Project Manager for its potential liability in relation to design and project management services.

(b) Prior to commencement of any works, the Project Manager must produce to the Owner a copy of the certificate of currency of each policy and evidence that such policies satisfy the requirements of this clause 10.

(c) The insurances referred to in clause 10(a)(ii) must be maintained by the Project Manager for at least 7 years after the carrying out of the Works.

11 Work Health and Safety

The Project Manager must comply with all laws in providing the Services, including the WH&S Act.

12 Termination

12.1 Agreement expires

This agreement will expire upon the earlier of:

- (a) completion of the Works; and
- (b) termination of the Development Management Agreement,

unless this agreement is terminated earlier under this clause 12.

12.2 Default

If:

- (a) the Project Manager; or

(b) the Owner,

is in default under this agreement, the party to whom the defaulted obligation is owed ("**Non-Defaulting Party**") may by written notice request the defaulting party to remedy the default. If, at the expiration of 30 Business Days from receipt of such notice, the default has either not been remedied to the satisfaction of the Non-Defaulting Party or is not capable of remedy, the party to whom the defaulted obligation is owed may forthwith terminate this agreement.

12.3 Definition of Default

For the purposes of this clause 12 "**default**" under this agreement with respect to the defaulting party means:

- (a) an Insolvency Event occurs in respect of the defaulting party; or
- (b) the defaulting party ceases to carry on its business or a substantial part thereof; or
- (c) the defaulting party fails to perform a material obligation under this agreement.

12.4 Delivery of documents

On termination of this agreement the Project Manager must promptly deliver all documents and records relating to the Works to the Owner.

12.5 Fees cease to accrue

On termination under clause 12.2 the Project Management Fee shall cease to accrue.

13 Dispute resolution

13.1 Notification

If a dispute between the Owner and the Project Manager arises out of or in connection with this agreement, each party must (except in any proceedings for equitable relief, in which case this clause 13.1 does not apply) furnish in writing to the other party detailed particulars of that party's claim, or, where the other party is not the claimant, the reasons for rejecting the claimant's claim.

13.2 The reply

The party against whom the claim is made must reply within 14 days after receipt of the detailed particulars.

13.3 The dispute

If the claim is not accepted within 14 days of provision of the reply to the party making the claim then a dispute is deemed to exist.

13.4 Compulsory CEO conference

Upon a dispute being deemed to exist under clause 13.3, the parties must cause their respective chief executives to meet within 14 days to attempt to resolve the dispute acting reasonably, and if they cannot resolve the dispute to attempt to agree to a process to resolve the dispute between the parties before appointing an expert under clause 13.5.

13.5 Expert

- (a) If the parties fail to resolve the dispute in accordance with clause 13.4, the parties must appoint a person ("**Expert**") to resolve the dispute. If the parties cannot agree on the appointment of the Expert within 7 days, then the Expert must be appointed by the President of the Australian Resolution Institute, New South Wales Chapter. Either party may approach the President of the Australian Resolution Institute, New South Wales Chapter to appoint the Expert.
- (b) The Expert shall be appointed under such form of expert determination agreement as may be customarily recommended or used by the Australian Resolution Institute for that purposes, or if there is no such form of agreement, then in such form as may be reasonably required by the Expert.
- (c) Upon the Expert being appointed under clause 13.5(a) and accepting the appointment, the parties must direct the Expert to make a determination in relation to the dispute within 14 days of the appointment.
- (d) The parties may make submissions to the Expert.
- (e) The Expert must act and make a decision acting as an expert and not as an arbitrator.
- (f) The parties agree that the decision of the Expert will be final and binding upon them.
- (g) The costs of the Expert must be borne equally by the Owner and the Project Manager.
- (h) The parties must sign all documents and do all things reasonably necessary to effect the appointment of the Expert and to give effect to the intention of this clause 13.

14 Warranties

14.1 Mutual warranties

The Owner and the Project Manager each represent and warrant that:

- (a) its respective obligations under this agreement are valid and binding and are enforceable against it in accordance with its terms; and
- (b) it has power to enter into and observe its obligations under this agreement and all documents and transactions contemplated by this agreement; and
- (c) this agreement and the transactions under it do not contravene its constituent documents or any law, regulation or official directive or any of its obligations or undertakings by which they or any of its assets are bound or cause a limitation on their powers or powers of their directors to be exceeded.

14.2 Owner representation and warranties

- (a) The Owner represents and warrants that:
 - (i) it has been duly constituted under the WSPT Act;

- (ii) it has in full force and effect the authorisations necessary under the WSPT Act to enter into this agreement and all documents contemplated by this agreement, observe obligations under them and allow them to be enforced; and
 - (iii) it does not hold its interest under this agreement as trustee.
- (b) The Owner represents and warrants to the Project Manager that the Owner has obtained all necessary consents to enter into this agreement, (including all consents required under the WSPT Act, any finance, security or other documents).

14.3 Project Manager warranties

The Project Manager represents and warrants that it has in full force and effect the authorisations necessary to enter into this agreement and all documents and transactions contemplated by this agreement, observe obligations under them, and allow them to be enforced.

15 Notices

15.1 General

Any notice, demand, certification or other communication in this agreement:

- (a) shall be given in writing and in the English language; and
- (b) may be given by an authorised representative of the sender.

15.2 Method of service

In addition to any means authorised by law any communication may be given by:

- (a) being personally served on a party;
- (b) being left at the party's current address for service;
- (c) being sent to the party's current address for service by pre-paid ordinary mail or if the address is outside Australia, by pre-paid airmail;
- (d) by facsimile to the party's current numbers for service; or
- (e) by being sent by email to the party's current email address.

15.3 Address for service

- (a) The addresses and numbers for service are initially:

Owner

address: Level 7, 10 Valentine Avenue, Parramatta NSW 2150

facsimile: +61 2 9895 7580

email: Kerry.Jahangir@wspt.com.au

attention: Kerry Jahangir

Project Manager

address: Suite 59 Jones Bay Wharf (Upper Deck)
26-32 Pirrama Road
Pyrmont Sydney NSW 2009

facsimile: +61 2 9506 1499

email: cipsecretary@ciproperty.com.au

attention: Company Secretary

- (b) A party may from time to time change its address or numbers for service by notice to the other party.

15.4 Service by post

A communication given by post shall be deemed received:

- (a) if posted within Australia to an Australian address, on the third Business Day after posting; and
- (b) in any other case, on the tenth Business Day after posting.

15.5 Service by facsimile

A communication sent by facsimile shall be deemed received when the sender's facsimile machine produces a transmission report stating that the facsimile was sent to the addressee's facsimile number.

15.6 Service by email

A communication sent by email shall be deemed received when the sender's email system confirms that it has been successfully sent and provided an undeliverable message is not subsequently received by the sender.

15.7 Form received

A communication sent by facsimile shall be deemed given in the form transmitted unless the message is not fully received in a legible form and the addressee immediately notifies the sender of that fact.

15.8 Service after hours

If a communication to a party is received by it:

- (a) after 5.00 pm; or
- (b) on a day which is not a Business Day,

it will be deemed to have been received on the next Business Day.

16 GST

- (a) An amount payable by a party under this agreement in respect of a taxable supply by the other party, unless expressed to represent the price of supply, represents the value of the supply and the recipient of the supply must, in addition to that amount and at the same time, pay to the supplier the GST in respect of the supply.

- (b) If this agreement requires a party to pay, reimburse or contribute to an amount paid or payable by the other party in respect of a creditable acquisition from a third party, the amount for payment, reimbursement or contribution will be the value of the acquisition by the other party plus, if the payment, reimbursement or contribution is consideration for a taxable supply, the GST payable in respect of that supply.
- (c) A party is not obliged under clauses 16(a) or 16(b) to pay the GST on a taxable supply to it under this agreement until that party is given a valid tax invoice for the supply.
- (d) Expressions used in this clause 16 have the meanings given to them in the GST Act.

17 Miscellaneous

17.1 Amendment

This agreement may only be varied or replaced by a document duly executed by the parties.

17.2 Waiver and exercise of rights

- (a) A single or partial exercise or waiver of a right relating to this agreement will not prevent any other exercise of that right or the exercise of any other right.
- (b) A party will not be 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.

17.3 Rights cumulative

Subject to any express provision in this agreement to the contrary, the rights of a party under this agreement are cumulative and are in addition to any other rights of that party.

17.4 Further assurance

Each party shall promptly execute all documents and do all things that any other party from time to time reasonably requires of it to effect, perfect or complete the provisions of this agreement and any transaction contemplated by it.

17.5 Computation of time

Where time is to be reckoned by reference to a day or event, that day or the day of that event is excluded.

17.6 Governing law and jurisdiction

- (a) This agreement is governed by and is to be construed in accordance with the laws in force in New South Wales.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of 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.

17.7 Joint and several liability

An obligation of two or more persons binds them jointly and severally.

17.8 Counterparts

This agreement may consist of a number of counterparts and if so the counterparts taken together constitute one and the same instrument.

17.9 Effect of execution

This agreement is not binding on any party unless it or a counterpart has been duly executed by, or on behalf of, each person named as a party to the agreement.

17.10 Entire understanding

- (a) This agreement embodies the entire understanding and agreement between the parties as to the subject matter of this agreement.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting, the subject matter of this agreement are merged in and superseded by this agreement and shall be of no force or effect whatever and no party shall be liable to any other party in respect of those matters.
- (c) No oral explanation or information provided by any party to another shall:
 - (i) affect the meaning or interpretation of this agreement; or
 - (ii) constitute any collateral agreement, warranty or understanding between any of the parties.

17.11 No agency

The parties acknowledge that the relationship of the parties under this agreement does not constitute one of agency, partnership, trust or joint venture.

17.12 Exercise of power

Notwithstanding any other provision of this agreement, the Owner must exercise its power under the WSPT Act and the relevant regulations insofar as they relate to this agreement or the Project Manager's rights under this agreement independently and objectively and without regard to the Owner's interests and rights under this agreement.

Project Management Agreement

Schedule 1 - The Services to be provided by the Project Manager

THE WORKS

The Project Manager's role is to undertake the following scope of services:

PROJECT MANAGER'S ROLE - GENERAL RESPONSIBILITIES

- To project manage the Owner's compliance with the Owner's obligations under the Development Management Agreement in relation to the Works.
- To use reasonable endeavours to obtain the necessary council and other Approvals for the construction of the Works (to the extent not obtained by the Owner prior to the date of this agreement);
- To use reasonable endeavours to ensure that any Approvals for the construction of the Works obtained by the Owner do not lapse unless the Owner and the Developer under the Development Management Agreement otherwise agree pursuant to the Development Management Agreement;
- Subject to clause 3.1(b), to plan, manage and co-ordinate the design and construction process in accordance with the Owner's obligations for the Works under the Development Management Agreement;
- To provide quality control and use reasonable endeavours to ensure that all consultants and contractors comply with a Project Quality Plan that has been approved by the Owner;
- Subject to clause 3.1(b), to administer the Works in accordance with the Owner's obligations for the Works under the Development Management Agreement;
- To use reasonable endeavours to ensure the Works meet the requirements of the council and other statutory authorities.
- To prepare any notices required to be given by the Owner in relation to the Works under the Development Management Agreement and provide to the Owner so that the Owner may execute and serve the notice before the relevant deadline for service.
- To comply with all procurement policies applicable to the Owner in relation to the Works including the preparation of relevant documentation.
- Represent the interest of the Owner;

INITIAL WORKS

- Develop a plan for the Works, identifying the major activities and highlighting the critical milestones;
- Supervise and implement quality assurance by all contractors and all consultants engaged on the Works;
- Establish management systems, responsibilities and communication channels;

- Monitor and report monthly on the progress of the Works;
- Use reasonable endeavours to ensure conformity with the Project Brief, tender documentation and contract documents;
- Use reasonable endeavours to arrange Approvals and use reasonable endeavours to co-ordinate and manage other consultants to obtain all requisite licences, consents and approvals;
- modify, update and report on the Project Budget;
- Monitor cash flows for the Works, forecast through to completion and recommend payments of expenditure against the Project Budget;
- Make recommendations to the Owner for measures to be taken to achieve savings against the Project Budget.

COMMUNICATIONS

- Prepare monthly reports for management meetings, incorporating reports from all other parties;
- Provide regular reports to the Owner with respect to the Works, which include the following information:
 - (a) progress in relation to obtaining planning approvals, construction progress and other related issues;
 - (b) preparation of a development programme for the Works which will identify the expected dates for commencement and completion of construction;
 - (c) performance against the constructions program for the Works;
 - (d) a report which compares actual expenditure with approved expenditure;
 - (e) prior to the commencement of construction of the Works, the Project Manager must use its reasonable endeavours to arrange the contractors to provide to the Owner a report which covers the work health and safety arrangements that will prevail during the construction life of the Works; and
 - (f) advise the Owner whether the work health and safety arrangements that the contractors propose will prevail during the construction life of the Works are appropriate and comply with the WH&S Act and Regulation.
- Establish the type, frequency and format of reporting reasonably required by the Owner;
- Prepare decision/action programs, as required;
- Carry out actions reasonably required by the Owner for the completion of the Works and advise when action should be taken;
- Act as agent for the Owner in relation to the preparation and delivery of instructions to be given to all contractors and Consultants;
- Establish a comprehensive management system including directions, procedures, coordination, administration, review, expenditure and counselling aimed at completing the Works in an economical and acceptable manner;

- Establish procedures for defining responsibilities of the project team in respect of administration, accounting, purchasing, approvals, reports and meetings and indicate documentation circulation;
- Review and report on any requests from the Owner to vary the design/materials, etc;
- Authorise any changes required to the Works as reasonably directed by the Owner;
- Monitor the Project Budget and ensure that regular updated cashflow requirements, reflecting the actual and anticipated costs, are prepared;
- Produce costs to completion information on a regular basis;
- Comply with all reasonable requests by the Owner or its auditor to review and copy any records or documents of the Project Manager;
- Assist in the preparation of the final account for the Works;
- Review in conjunction with the Owner all documentation and assess their appropriateness for issue to tenderers;
- Oversee preparation of Works documentation.

CO-ORDINATION

- Co-ordinate activities to be undertaken in the course of developing and constructing the Works;
- Be the point of official contact between consultants/contractors and the Owner in respect of the Works;
- Manage all preliminary site activities including demolition, services relocation, excavation, archaeological requirements and any other activities prior to construction of the Works;
- Negotiate contract disputes in accordance with the reasonable requirements of the Owner;
- Manage and co-ordinate the overall budget and design, and use reasonable endeavours to implement corrective action to the design should cost planning indicate a budget overrun;
- Prepare pre tender estimates for trades for Owner approval, prior to issuing documentation to tender;
- Clearly demonstrate the cost, time, fee and functional ramifications of proposed variations to the design, funding and program of the Works to enable informed decisions to be made.

INVITATION TO TENDER

- Liaise with the Owner in preparing tender lists and issuing invitations to tender;
- Act as a single point of reference for all queries from tenderers;
- Answer the questions and review the submissions of the tenderers;
- Prepare and issue addenda to tender documentation as required.

TENDER EVALUATION/CONTRACT AWARD

- Generally, tenders will be assessed and evaluated by the Project Manager, in liaison with the Owner. Undertake negotiations with the tenderers and prepare recommendations to the Owner as well as a report against the Project Budget;
- Following completion of approvals action, use reasonable endeavours to arrange contracts and prepare letters of acceptance for issue by the Owner.

DURING CONSTRUCTION PHASE

General

- Act as the Owner's representative for the Works;
- Monitor and report monthly to the Owner on progress.

Design and Construction

- Oversee the design and (where necessary), construction of the Works;
- Receive and review contractor's and Consultant's certified copies of insurance cover notes and certificates of currency of insurance;
- Review notices, fees paid, permits obtained, etc by the contractors and the Consultants;
- Receive, review and comment on completed working drawings and specifications;
- Advise contractors and sub-contractors of non-compliance with the specifications;
- Progressive inspection/checking of "work as executed" drawings;
- Progressive reviewing of construction documents, working drawings, specifications and schedules;
- Inspect the Works regularly;
- Inspect all samples supplied by contractors or Consultants;
- Advise of any potential delays or other matters which may cause difficulty in performing the Works;
- Assess the impact of any change to the Project Brief (which is approved by the Owner) on the construction works and report;
- Advise on the effect on the program of delays which may be the subject of claims for extension of time;
- Evaluate reports and negotiate contract disputes.
- Monitor the work health and safety arrangements that the contractors undertake during the construction life of the Works for compliance with the WH&S Act and Regulation and report to the Owner.

Cost and Time Management

- If requested by the Owner (acting reasonably), use reasonable endeavours to arrange for the Works to be measured and valued by an independent quantity surveyor or other suitably qualified person or persons who must also provide appropriate checking and verification, each to be at the Owner's cost;
- Receive and review claims for payment and adjudication applications from contractors and consultants, and submit payment certificates so as to allow the Owner to comply with all contractual and statutory time limits for the delivery of payment certificates, payment schedules and adjudication responses;
- Receive, review valuations, requests for extension of time, variations, claims for cost and any other contractual outcomes which incur additional expenditure by the Owner;
- Make recommendations to the Owner for certification of the contractual outcomes above.
- Make recommendations to the Owner for measures to be taken to achieve savings against the Project Budget.

Meetings

- Attend site meetings as the Owner's representative;
- Attend meetings with consent and servicing authorities.

Handover

- Arrange inspections of all Works prior to practical completion and prepare a list of incomplete or unsatisfactory works;
- Inform the Owner when the Works reach practical completion;
- Use reasonable endeavours to arrange for the contractors to provide to the Owner all "as built" drawings, maintenance manuals, operating instructions, guarantees, warranties and other similar documents;
- Inspect the works at intervals during any defects liability period for the Works;
- Administer the rectification of all defects during any defects liability period for the Works.

Project Management Agreement

Schedule 2 – Project Budget

BUDGET ESTIMATE

Date: 9/05/2017
Project: Bringelly Road Business Hub



Item	Description	Cost
EXTERNAL INFRASTRUCTURE WORKS		
1	Design	
1.1	Services design	
1.2	Services Survey/ Potholing	
2	Construction	
2.1	High Voltage Power	
2.2	WasteWater	
2.3	Potable Water	
2.4	Communications	
2.5	Gas (Excluded)	
	Contingency	
	Project Management	
TOTAL Excl GST		

Notes:

Estimates are subject to approval by relevant authorities
 High Voltage Power - Assumes new HV feeder from Preston Zone Substation (approx 2.5km east).
 Wastewater - Assumes new main extension east to Sydney Water carrier adjacent Cowpasture Rd and upgraded Bringelly Rd.
 Potable Water - No works required within the scope of External Infrastructure Works
 Communications - No works required within the scope of External Infrastructure Works
 Gas servicing - Excluded.
 All costs are exclusive of permanent restoration and latent conditions (if required).
 All costs are exclusive of night works and traffic control (if required).
 All costs are GST exclusive.
 This is an estimate for budget purposes, not an offer open to acceptance.

Project Management Agreement

EXECUTED as an agreement

DATED: _____

**Executed on behalf of the body
named below by the authorised
delegate(s) whose signature(s)
appear(s) below pursuant to the
authority specified.**

Body: Western Sydney Parklands Trust (ABN 85 202 544 800)

Authority: s 8 of the Western Sydney Parklands Act 2006

.....
Signature of witness:

.....
Signature of delegate:

.....
Name of witness (print)

Name of delegate:

Suellen Fitzgerald

.....
Occupation of witness (print)

Position: Executive Director

EXECUTED by CIP/CH (BRINGELLY))
PTY LTD (ACN 619 339 605) in)
accordance with section 127(1) of the)
Corporations Act 2001 (Cth) by)
authority of its directors:)
)
)

.....
Signature of director)

.....
Signature of director/company
secretary*

*delete whichever is not applicable

.....
Name of director (block letters)

.....
Name of director/company secretary*
(block letters)

*delete whichever is not applicable