

Annexure A – Pro Forma Agreement for Ground Lease

Agreement for Ground Lease

Premises: Bringelly Road Business Hub

Dated

[#insert name of Developer entity] ("Developer")

Western Sydney Parklands Trust ABN 85 202 544 800 ("Landlord")

[#insert name of tenant – To be an Approved Tenant as per the DMA]
("Tenant")

[#insert name of Tenant Guarantor entity] ("Guarantor")

Agreement for Ground Lease

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Agreement for Ground Lease

Details

Parties	Developer, Landlord, Tenant and Guarantor	
Developer	Name	[#To be inserted]
	ABN	[#To be inserted]
	Address	[#To be inserted]
	Telephone	[#To be inserted]
	Fax	[#To be inserted]
	Attention	[#To be inserted]
Landlord	Name	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
Tenant	Name	[#To be inserted]
	ABN/ACN/ARBN	[#To be inserted]
	Address	[#To be inserted]
	Telephone	[#To be inserted]
	Fax	[#To be inserted]
	Attention	[#To be inserted]
Guarantor	Name	The person or persons identified in Item 10 of Schedule 1
Recitals	A	The Landlord has agreed to grant and the Tenant has agreed to take a lease of the Premises.
	B	The Developer has agreed to construct or procure the construction of the Works and otherwise comply with the terms of this agreement.

C The Guarantor has agreed to guarantee the obligations of the Tenant under this agreement.

Date of agreement

See Signing page

Agreement for Ground Lease

General terms

1 Interpretation

1.1 Definitions

The following words have these meanings in this agreement unless the contrary intention appears:

Access Date means the date set out in Item 6 of Schedule 1.

Approval Date means the date set out in Item 6 of Schedule 1.

Architect means the person referred to in Item 1 of Schedule 1 or any other architect appointed by the Developer for the purpose of this agreement.

Assignment Tests means that a person:

- (a) is not Insolvent;
- (b) (combined with any proposed guarantor) is of sufficient financial standing to perform its relevant obligations under this agreement and the Construction Licence (if applicable) and has equity and/or debt funding available to fund the Works;
- (c) has procured the insurances required under this agreement;
- (d) has not been convicted of a criminal offence which carries a maximum sentence of equal to or more than 12 months in prison or multiple sentences that add up to equal to or more than 12 months in prison;
- (e) has not been the subject of a formal adverse finding by the Independent Commission against Corruption for conduct which, if prosecuted, carries a maximum sentence of equal to or more than 12 months in prison; and
- (f) is otherwise ready, willing and able to carry out the obligations of the relevant party under this agreement.

Authorised Officer means:

- (a) in the case of the Developer, Tenant and Guarantor, a director, secretary or an officer whose title contains the word "manager" or a person performing the functions of any of them; and
- (b) in the case of the Landlord and any other party to this agreement, a person appointed by that party to act as an Authorised Officer for the purpose of this agreement.

Authority means:

- (a) any government department or Minister;
- (b) the Council or any other local government;
- (c) any government or statutory Authority; or

- (d) any other person under a Law who or which has a right to impose a requirement, or whose consent is required, with respect to the Land or the Works.

Bank Guarantee means an unconditional undertaking by an Australian trading bank or insurance company.

BRBH means the Bringelly Road Business Hub.

Building means the building contemplated by the Works.

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

CC Date means the date set out in Item 6 of Schedule 1.

Commencement Date means the first to occur of:

- (a) the date the Tenant commences to use the Premises for the Permitted Use; and
- (b) the day after the later of:
- (i) the day Practical Completion is achieved;
 - (ii) the day "Practical Completion" (as contemplated under the Development Management Agreement) of the Internal Site Works (or such of those works as are required to be completed to facilitate the construction of the Works and the use of the Premises) is achieved; and
 - (iii) the day "Practical Completion" (as contemplated by the Development Management Agreement) of the External Infrastructure Works (or such of those works as are required to be completed to facilitate the construction of the Works and the use of the Premises) is achieved. However, this paragraph (b)(iii) does not apply to the extent that the External Infrastructure Works are varied pursuant to clause 6.2A(a) of the Development Management Agreement; and
- (c) any alternative date as agreed in writing by the parties.

Construction Bank Guarantee means an irrevocable and unconditional Bank Guarantee in favour of the Landlord for the Construction Bank Guarantee Amount issued by a financial institution with a credit rating not lower than AA-.

Construction Bank Guarantee Amount means the Threshold Amount less the Upfront Land Payment.

Construction Certificate has the meaning given to that term under the *Environmental Planning and Assessment Act 1979* (NSW).

Construction Licence means a licence between the Landlord and Developer in respect of the Land permitting access to the Land for the carrying out of the Works.

Control means:

- (a) if the Tenant or Developer (as applicable) is not acting in its capacity as trustee, responsible entity or custodian of a unit trust, the holding of more

than 49% of the issued shares of the Tenant or the Developer (as applicable); or

- (b) if the Tenant or Developer (as applicable) is acting in its capacity as trustee, responsible entity or custodian of a unit trust, the holding of more than 49% of the units in the relevant unit trust.

Costs includes costs, charges and expenses, including those incurred in connection with advisors.

Contamination means the presence in, on or under land, air or water of a substance (whether a soil, liquid, gas, odour, heat, sound, vibration or radiation) at a concentration above the concentration at which the substance is normally present, on or under (respectively) land, air or water in the same locality, being a presence that presents a risk of harm to human health or any other aspect of the Environment and **Contaminant** has a corresponding meaning;

Council means the local government authority set out in Item 2 of Schedule 1 or other relevant development consent authority.

Date for Practical Completion has the meaning given to it in clause 4.4.

Defect Liability Period means a period of 12 months from Practical Completion.

Development means the design, development, construction and completion of buildings and works on the Land, in accordance with this agreement.

Development Application means an application for Development Consent and includes all documentation required in respect of any such application.

Development Consent means development/planning consent from the Council for the construction and use of the Works, including by way of modification to the Initial Development Consent.

Development Management Agreement means the development management agreement between the Landlord and the Developer (and other parties) dated [#insert].

DMA Date means [#insert date of the Development Management Agreement].

Employees and Agents means the employees, agents or contractors of any party and includes, for the purposes of clause 16, authorised representatives, consultants and invitees of that party.

Environment includes:

- (a) eco systems and their constitute parts, including people and communities, natural and physical resources;
- (a) the qualities and characteristics of locations, places and areas; and
- (b) the social, economic, aesthetic and cultural aspects of a thing mentioned in paragraphs (a) or (b).

Environmental Law includes any Law relating to any aspect of the Environment.

Expiry Date means the expiry date of the Ground Lease.

External Infrastructure Works has the meaning given to that term in the Development Management Agreement, in so far as that is within, or for the benefit of the Land.

FIRB Act means the *Foreign Acquisitions and Takeovers Act 2015* (Cth).

Foreign Investment Policy means the policy of the Commonwealth of Australia in respect of investment in Australia by foreign persons.

Force Majeure Event means any of the following event:

- (a) earthquake, civil commotion, riot, act of God or the public enemy, sabotage, war, threat of war, demonstrations, insurrections, riots, acts of terrorism or damage caused by articles dropped from an aircraft;
- (b) inclement weather, storm or lightning;
- (c) fire, smoke, flood, water damage, explosion, ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste not caused by the Developer;
- (d) industrial disputes or industrial actions in relation to the Land or the Works;
- (e) latent conditions, including without limitation, contamination of the Land or its surroundings and/or physical conditions on the Land or its surroundings;
- (f) the provisions of any Law or the direction of any Authority with respect to the Land or the Works, except those arising due to any non-compliance by the Developer with its obligations under this agreement;
- (g) any delay by any government, public, statutory, governmental, semi-governmental, local government or judicial body, entity or Authority (including a Minister of the Crown (in any right)) in connection with the Land or the Works;
- (h) failure of:
 - (i) utilities; and/or
 - (ii) other plant and equipment;
- (i) damage to goods, plant or equipment relating to the Land or the Works in transportation;
- (j) any blockade, embargo or confiscation by any government, public, statutory, governmental, semi-governmental, local government or judicial body, entity or Authority;
- (k) emergency situation which requires evacuation of the Land; and
- (l) actions of neighbours adjoining the Land or community groups which prevent the Developer from carrying out the Works in accordance with this agreement.

Form of Ground Lease means a lease in the form of annexure "A".

Ground Lease means the ground lease of the Premises in the form of the Form of Ground Lease as completed under clause 2.6.

Ground Rent means the initial ground rent payable under the Ground Lease, being the rent set out in item 5 of Schedule 1, subject to variation in accordance with clause 2.12.

GST has the same meaning as given to that term under the GST Act.

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

Initial Development Consent means the development consent issued by the Minister for Planning for the development of the Land and other surrounding land known as "SSD 6324 Bringelly Road Business Hub", as varied by the modification known as "Modification 1 to SSD 6324 Bringelly Road Business Hub".

Insolvent means in relation to a body corporate:

- (a) a "controller" (as defined in the Corporations Act 2001 (Cth)), Manager, Trustee, Receiver, Receiver and Manager, Administrator or similar officer is appointed in respect of the body corporate or any asset of the body corporate;
- (b) a liquidator or provisional liquidator is appointed in respect of the body corporate;
- (c) an application is made to the court for an order, a court makes an order, a meeting is convened or a resolution is passed, for the purpose of:
 - (i) appointing a person referred to in paragraph (a) or (b);
 - (ii) winding up or deregistering the body corporate; or
 - (iii) proposing or implementing a scheme of arrangement (other than a scheme of arrangement relating to a reconstruction or amalgamation while solvent),

other than an application which is withdrawn, dismissed or set aside within 21 days after it is made; and

- (d) the body corporate enters into, resolves to enter into or proposes a reorganisation, moratorium or other form of administration involving an arrangement, composition or compromise with, or assignment for the benefit of, its creditors generally or any class of them, other than for the purposes of a reconstruction or amalgamation while solvent.

Internal Site 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.

Land means the land referred to in Item 4 of Schedule 1, subject to variation in accordance with clause 2.12.

Law means:

- (a) Commonwealth and State legislation, including regulations, by-laws and other subordinate legislation;
- (b) common law and equity; and
- (c) Authority requirements.

Net Land Payment has the meaning given to that term in the Development Management Agreement.

Occupancy Permit means such certificate, permit, document or letter issued by the appropriate Authority which is required by Law before the Premises may be lawfully occupied.

Payment Sunset Date means the date set out in Item 6 of Schedule 1, as extended under this Agreement.

Plans and Specifications means the plans, specifications and schedules of finishes set out in Schedule 2 ("Plans and Specifications"), as may be varied under clause 4.2.

Practical Completion means the stage of completion of the Works described in clause 4.4(c).

Premises means the whole of the Land, including the Building and any other improvements on the Land.

Project Consents means all necessary permits, consents and approvals from Council and any Authority for the construction of the Works, including development and building approvals.

Provision of Interim Access has the meaning given to it in clause 3.1(a)(iii).

Related Body Corporate means has the meaning given to that term under the *Corporations Act 2001* (Cth).

Security Interest includes:

- (a) a mortgage, charge, lien or pledge or any other right by way of security; and
- (a) a security interest within the meaning of section 12(1) of the *Personal Properties Securities Act 2009* (Cth).

Services means all services and utilities to or of the Premises or the Land provided by Authorities, the Landlord or the Developer, including (but not limited to) power, water, gas, telecommunications, fire services, sewerage, trade waste removal and similar utility services.

Site Development Proposal has the meaning given to that term in the Development Management Agreement.

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.

Subdivision Application means an application for the Subdivision Approval and includes all documentation required in respect of any such application.

Subdivision Approval means all necessary approvals for registration of the Subdivision Plan.

Subdivision Date means the date set out in Item 6 of Schedule 1.

Subdivision Plan means the plan in Schedule 3 ("Subdivision Plan").

Substantial Commencement of Construction means the stage of physical works whereby the footings for construction have been placed on the Land by the Developer (or a relevant appointed subcontractor).

Tax Invoice means a tax invoice that complies with the GST Act.

Termination Event has the meaning given to it in clause 6.1.

Threshold Amount means 5% of the estimated cost of the Works, being \$[#insert amount].

Transaction Document means this agreement, the Ground Lease and the Construction Licence.

Unusual Conditions means each of the condition or conditions of a Development Consent that are not acceptable to the Developer and/or the Landlord and/or the Tenant as set out in Schedule 4 ("Unusual conditions").

Upfront Land Payment means [#insert amount], subject to variation in accordance with clause 2.12.

Works means the works set out in the Plans and Specifications, including the Site Development Works, as may be varied under clause 4.2 (but not including the Internal Site Works).

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

1.2 Interpretation

- (a) Words which begin with a capital letter and are not defined in this agreement but are defined in the Ground Lease have the same meaning in this agreement as in the Ground Lease.
- (b) In this agreement unless the contrary intention appears:
 - (i) a reference to this agreement or another instrument includes any variation or replacement of any of them; and
 - (ii) 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; and
 - (iii) the singular includes the plural and vice versa; and
 - (iv) the word "person" includes a firm, a body corporate, an unincorporated association or an Authority; and
 - (v) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns; and
 - (vi) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally; and
 - (vii) any body (other than a party to this Agreement) which ceases to exist, is reconstituted, renamed or replaced or has its powers transferred, refers to the body established in its place or which serves substantially the same objects as or succeeds to its powers; and

- (viii) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally; and
- (ix) a reference to any thing (including, without limitation, 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.

1.2 Headings

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

2 Agreement to grant Ground Lease

2.1 Grant

The Landlord agrees to grant and the Tenant agrees to accept the grant of the Ground Lease from and including the Commencement Date.

2.2 Delivery of Form of Ground Lease to the Developer

The Landlord must deliver to the Developer with this agreement, the Form of Ground Lease in triplicate executed by the Landlord to be executed by the Tenant and then held in escrow by the Developer.

2.3 Delivery of Form of Ground Lease to the Tenant

Within 10 Business Days from the date of this agreement, the Developer must deliver to the Tenant the Form of Ground Lease received from the Landlord under clause 2.2.

2.4 Delivery of Form of Ground Lease

Within 10 Business Days of receipt of the Form of Ground Lease under clause 2.3, the Tenant must deliver to the Developer the Form of Ground Lease in triplicate executed by the Tenant and the Guarantor to be held in escrow by the Developer.

2.5 Not used

2.6 Completion of Form of Ground Lease

The Developer or its solicitors may:

- (a) complete the Form of Ground Lease by filling in its blank spaces including, without limitation, those for:
 - (i) the Commencement Date;
 - (ii) the Expiry Date;
 - (iii) the Ground Rent;
 - (iv) the current title particulars of the Land;
 - (v) the current title particulars of all land within the BRBH; and
 - (vi) the Tenant's guarantor (if any);
- (b) include the Tenant and/or the Guarantor's limitation of liability, provided that the Ground Lease includes warranties by the Tenant and/or

Guarantor (as applicable) in their capacity as trustee, responsible entity or custodian of the Tenant and/or Guarantor (if applicable) that it is the holder of the assets of the relevant trust, that (in the case of the Tenant) its interest in the Land will be an asset of the relevant trust and that the Tenant and/or Guarantor (as applicable) is and will be entitled to be indemnified out of the assets of the relevant trust in relation to its obligations under the Ground Lease (but subject to the usual exclusions); and

- (c) do anything else to the Form of Ground Lease necessary to complete the Form of Ground Lease as the Ground Lease.

2.7 Stamping

- (a) The Tenant must stamp this agreement and the Ground Lease as soon as reasonably practicable after the date of this agreement.
- (b) The Tenant must register the Ground Lease.
- (c) The Landlord must do all things required by the Tenant to assist the Tenant to stamp and register the Ground Lease.

2.8 Parties bound

The Landlord and the Tenant are bound by the Ground Lease from and including the Commencement Date, even though a party may not have executed the Ground Lease.

2.9 Consents

The Landlord must obtain any necessary mortgagee's consents to this agreement and the Ground Lease promptly after the date of this agreement.

2.10 Caveats

The Tenant may lodge a caveat on title to the Land in respect of its interest under this agreement. The Tenant must, when requested to do so by the Landlord or the Developer, promptly provide written consent in the form required by Land and Property Information New South Wales to the lodgement of any dealing or plan which will not materially adversely affect the Tenant's rights under this agreement or the Ground Lease.

2.11 Escalation of Ground Rent

If the Ground Lease commences on a date that is more than 2 years after the commencement date of the Construction Licence, then:

- (a) the Ground Rent is to be the rent that should have been payable had the Ground Lease commenced and the Ground Rent become payable on the date that is 2 years after the commencement of the Construction Licence; and
- (b) the Developer must amend (and the Landlord and Tenant authorise the Developer to amend) the executed form of Ground Lease to insert the new Ground Rent.

2.12 Acquisition by Authority

If, at any time prior to the Commencement Date, part or parts of the Land ("**Relevant Part**") is acquired, or reserved for acquisition, by an Authority with the effect that WSPT is not able to grant the Lease over the Relevant Part on the Commencement Date then, despite any other provision of this agreement or the Form of Lease, the parties agree:

- (a) the Land is varied to exclude the Relevant Part;
- (b) the Upfront Land Payment and Ground Rent must be recalculated in accordance with Schedule 4 of the Development Management Agreement to reflect that the area of the Land has been reduced by the area of the Relevant Part; and
- (c) if:
 - (i) the Tenant has paid the Upfront Land Payment to the Developer; and
 - (ii) the Developer has paid the Net Land Payment to the Owner,then:
 - (iii) the Owner must promptly pay to the Developer the difference between the original Upfront Land Payment and the adjusted Upfront Land Payment ("**Difference**"); and
 - (iv) upon receipt of the payment from the Owner under clause 2.12(c)(iii), the Developer must promptly pay to the Tenant the Difference.

3 Conditions subsequent

3.1 Agreement for lease is conditional

- (a) This agreement is subject to and conditional on the following:
 - (i) the Developer obtaining the Development Consent (including environmental conditions) by the Approval Date on conditions acceptable to the Developer, Landlord and Tenant (all acting reasonably) in accordance with clause 3.3;
 - (ii) the Developer obtaining the Subdivision Approval by the Subdivision Date on conditions acceptable to the Developer, Landlord and Tenant (all acting reasonably) in accordance with clause 3.3;
 - (iii) the Landlord providing the Developer with interim access to the Premises sufficient for the purpose of the Developer undertaking the Works, the Site Development Works and the Internal Site Works ("**Provision of Interim Access**") by the Access Date;
 - (iv) the Developer providing the Landlord with evidence of the insurances in accordance with clause 10(b) by the CC Date;
 - (v) the Developer obtaining the Construction Certificate to commence the Works by the CC Date; and
 - (vi) subject to clause 3.1(b), the Developer delivering the Construction Bank Guarantee to the Landlord by the CC Date.

- (b) The Developer and Landlord agree that if the Upfront Land Payment is greater than the Threshold Amount, then the condition subsequent in clause 3.1(a)(vi) and clause 8 does not apply.
- (c) Clauses 2, 4, 6, 8, 9 and 10 will have no effect and the parties will have no obligations under such clauses until the conditions subsequent in clause 3.1(a) are satisfied.

3.2 Development Application and Subdivision Application

- (a) As soon as reasonably practicable after the date of this agreement, the Developer must at its cost prepare and submit the Development Application and Subdivision Application to the Council for approval.
- (b) The Development Application and Subdivision Application must be prepared in a manner generally consistent with the Plans and Specifications (including any concept plans).
- (c) The Developer is responsible for the cost of preparing the Development Application and Subdivision Application.
- (d) Before submitting the Development Application and Subdivision Application to Council, the Developer must obtain the Landlord's consent. The Landlord, as landowner, must not unreasonably withhold or delay its consent to the Development Application and Subdivision Application if the Development Application or Subdivision Approval (as relevant) is consistent with the "Approved Development Proposal" and "Development Masterplan" (as those terms are defined in the Development Management Agreement) and does not contain elements which, in the Landlord's reasonable opinion, could result in an Unusual Condition.
- (e) The Developer must use reasonable endeavours to obtain:
 - (i) the Development Consent by the Approval Date; and
 - (ii) the Subdivision Approval by the Subdivision Date.

3.3 Development Consent and Subdivision Approval

- (a) Within 10 Business Days after receiving a Development Consent or Subdivision Approval from the Council the Developer must provide a copy of that consent or approval to the Landlord and Tenant.
- (b) Within 10 Business Days after receiving a copy of the Development Consent or Subdivision Approval under clause 3.3(a), the Landlord must notify the Developer and Tenant whether or not that consent or approval is on conditions acceptable to the Landlord.
- (c) Within 10 Business Days after receiving a copy of the Development Consent or Subdivision Approval under clause 3.3(a), the Tenant must notify the Developer and Landlord whether or not that consent or approval is on conditions acceptable to the Tenant.
- (d) Within 20 Business Days after the date the Developer receives a Development Consent or Subdivision Approval from the Council, the Developer must notify the Landlord and Tenant whether or not the relevant consent or approval is on conditions acceptable to the Developer.
- (e) The Developer, Landlord and Tenant must not reject the Development Consent or Subdivision Approval unless the Development Consent or

Subdivision Approval are on conditions that are the relevant party's Unusual Conditions.

- (f) Despite clause 3.3(e) and despite anything else in this agreement, the parties agree that the Developer is entitled to reject a Development Consent or Subdivision Approval if the Tenant has notified the Developer in accordance with clause 3.3(e) that the Development Consent or Subdivision Approval is not on conditions acceptable to the Tenant.

3.4 Construction Certificate

- (a) The Developer must use reasonable endeavours to obtain the Construction Certificate by the CC Date.
- (b) Within 5 Business Days after receiving the Construction Certificate from the Council or relevant accredited private certifier, the Developer must provide a copy of that certificate to the Landlord and the Tenant.

3.5 Landlord's works

The Landlord must ensure Provision of Interim Access by the Access Date.

3.6 Extensions of dates

- (a) Prior to Substantial Commencement of Construction, but subject to clause 3.6(c), the Approval Date, Subdivision Date, CC Date and Payment Sunset Date will, if requested by the Developer, be extended by one day for each day of delay caused by:
 - (i) an Authority including in respect of necessary consents and approvals to enable registration of plans;
 - (ii) legal proceedings other than proceedings brought against the Developer as a result of any default or omission by the Developer or the failure of the Developer to comply with its obligations in this agreement or the requirements of any Authority; and
 - (iii) a breach of this agreement by the Landlord;
- (b) On and from Substantial Commencement of Construction, but subject to clause 3.6(c), the Date for Practical Completion will, if requested by the Developer, be extended by one day for each day of delay caused by:
 - (i) delays caused by an Authority including in respect of necessary consents and approvals to enable registration of plans;
 - (ii) legal proceedings other than proceedings brought against the Developer as a result of any default or omission by the Developer or the failure of the Developer to comply with its obligations in this agreement or the requirements of any Authority;
 - (iii) inclement weather;
 - (iv) state-wide civil commotion, strikes and overtime bans;
 - (v) bushfire, flooding, earthquake, hail and acts of God;
 - (vi) latent conditions not reasonably discoverable under due diligence;

- (vii) discovery of relics;
 - (viii) Contamination remediation not arising out of the activities of the Developer;
 - (ix) alteration to an agreed program for the Works required by the Landlord;
 - (x) a Force Majeure Event; and
 - (xi) a breach of this agreement by the Landlord.
- (c) Despite clauses 3.6(a) and (b):
- (i) extension of time will not apply if the event was not outside the control of the Developer;
 - (ii) extensions of time will only be granted where the Developer has provided the Landlord with details of the delay as soon as practicable after the delay arising;
 - (iii) the events for which an extension of time may be claimed prior to Substantial Commencement of Construction are limited to the events referred to in clause 3.6(a);
 - (iv) the events for which an extension of time may be claimed on and from Substantial Commencement of Construction are limited to the events referred to in clause 3.6(b);
 - (v) no extension of time will apply for delays arising out of events which have arisen as a result of the breach of the Developer;
 - (vi) no extension of time will apply if the Developer has failed to use reasonable endeavours to minimise to cause or duration of the delay;
 - (vii) no extension of time will apply to matters that do not result in an actual delay to the program for the carrying out of the Works; and
 - (viii) no extension of time will apply to events the consequences of which could have reasonably been avoided by the Developer committing extra resources.
- (d) If the Approval Date, the Subdivision Date, the CC Date the Payment Sunset Date or the Date for Practical Completion is extended under paragraph (a) or (b), the Developer must notify each other party to this agreement in writing of the relevant delay as soon as practicable after commencement of the relevant delay, and must notify each other party to this agreement in writing as soon as reasonably practicable after the expiry of the relevant period of delay of such expiry and of the total number of days by which the relevant date has been extended.

3.7 Termination

- (a) Subject to clause 3.7(b), if a condition in clause 3.1(a) is not satisfied by the relevant date (as extended under this agreement), the Developer or Landlord or Tenant may terminate this agreement by notice to each other party to this agreement, after the relevant date but before that relevant condition is satisfied.

- (b) If:
 - (i) the Landlord or Tenant reject the Development Consent or Subdivision Approval in accordance with clause 3.3(e); and
 - (ii) the Developer does not procure the Council to amend the Development Consent or Subdivision Approval to address the reason for the Landlord or Tenant's rejection of the Development Consent or Subdivision Approval within 90 days of the giving of the Landlord's or Tenant's notice of rejection of Development Consent or Subdivision Approval in accordance with clause 3.3,

then the Developer, the Landlord or Tenant may terminate this agreement by notice to each other party to this agreement.

- (c) If this agreement is terminated under this clause 3.7, then each party releases each other party from liability or loss arising in connection with the termination of this agreement.

3.8 Upfront Land Payment

- (a) The Developer must give written notice to the Landlord and Tenant:
 - (i) promptly after the conditions in clause 3.1(a) are satisfied, together with a tax invoice for the Upfront Land Payment addressed to the Tenant; and
 - (ii) of the estimated date that the Developer (or a relevant appointed subcontractor) will commence physical development works on the Land.
- (b) The Tenant must pay the Upfront Land Payment to the Developer on the earlier of:
 - (i) the date that is 15 Business Days prior to the date specified in the Developer's notice under clause 3.8(a)(ii); and
 - (ii) 15 Business Days prior to the date that is three months after the giving of the Developer's notice and tax invoice under clause 3.8(a)(i).
- (c) The parties acknowledge and agree that:
 - (i) nothing in this clause limits the Developer's obligations to pay the Net Land Payment to the Landlord (as Owner) in accordance with the timeframes required by the Development Management Agreement; and
 - (ii) the Developer may not commence the Works (excluding the Internal Site Works and Site Development Works) until the Developer has paid the Net Land Payment to the Landlord pursuant to the Development Management Agreement.

3.9 Construction Licence

- (a) The parties acknowledge that the Landlord and Developer have entered into the Construction Licence on or about the date of this agreement.

4 Works

4.1 Manner of works

- (a) The Developer must procure that the Works:
 - (i) are done in a proper and workmanlike manner;
 - (ii) are executed using new materials unless otherwise specified in the Works; and
 - (iii) are constructed generally in accordance with the Plans and Specifications and Project Consents.
- (b) In carrying out the Works, the Developer must:
 - (i) use reasonable endeavours to obtain all Project Consents; and
 - (ii) comply with all Project Consents and all Laws including all laws relating to work health and safety.

4.1A Principal Contractor

- (a) The Landlord agrees that the Developer is the principal contractor and authorises the Developer to:
 - (i) have management or control of the Land; and
 - (ii) discharge the duties imposed on the principal contractor for the Works under the Work, Health and Safety Regulations 2011 (NSW).
- (b) The Developer:
 - (i) accepts that it is the principal contractor under clause 4.1A(a); and
 - (ii) shall discharge the duties imposed on the principal contractor for the Works under the Work, Health and Safety Regulations 2011 (NSW) (regardless of whether that engagement is effective).

4.2 Changes to Plans and Specifications and Works

- (a) The Developer may make any changes to the Plans and Specifications or the Works that:
 - (i) it considers necessary or desirable; or
 - (ii) are required by the Council or any other Authority.
- (b) Despite clause 4.2(a), the Developer must obtain the prior written consent of the Landlord (not to be unreasonably withheld) before making any changes that materially affects the Plans and Specifications or the Works.

4.3 Inspection of Works

- (a) Upon giving reasonable notice to the Developer, the Landlord may at reasonable times inspect the Works.
- (b) In exercising its rights under this clause 4.3, the Landlord:

- (i) must not (and must ensure its Employees and Agents do not) hinder or delay the Works; and
- (ii) must (and must ensure its Employees and Agents) comply with the Developer's reasonable directions.

4.4 Practical Completion

- (a) The Developer must use reasonable endeavours to achieve Practical Completion as soon as reasonably practicable following satisfaction of all of the conditions subsequent in clause 3.1 ("**Date for Practical Completion**").
- (b) The Developer must notify the Landlord and the Tenant of the Developer's estimated date of Practical Completion at least 7 days before that estimated date.
- (c) Practical Completion is achieved when:
 - (i) the Subdivision Plan is registered at the New South Wales Land and Property Information, and a separate Certificate of Title for the Land is issued; and
 - (ii) the Architect (acting as an independent certifier and fairly and reasonably to both parties) certifies that the Works are substantially complete except for minor omissions and defects which do not prevent the Premises from being reasonably capable of being used for their intended purpose without reasonable interruption or interference by the Developer; and
 - (iii) the Landlord and Tenant are provided with a copy of the Occupancy Permit (as it applies to all Works other than the Services).
- (d) The Developer must cause the Architect to make his or her determination under clause 4.4(c) as an independent certifier, acting fairly and reasonably to both parties.
- (e) The Developer must keep the Landlord informed in writing of progress with the Works and must promptly notify the Landlord in writing when Practical Completion has been achieved and the date of Practical Completion.

4.5 Appointment of Architect

The Developer must appoint or engage the Architect as soon as reasonably practicable after the date of this agreement.

4.6 Ownership of fixtures

- (a) The Landlord acknowledges that:
 - (i) the Developer will undertake and complete the Works in accordance with this agreement; and
 - (ii) the Tenant will pay certain amounts to the Developer for the construction and completion of the Works.
- (b) Other than as required by Law, and subject to clause 6.3, the parties acknowledge that all improvements forming part of the Works that are constructed on the Land will be owned by the Tenant until expiry or earlier determination of the Ground Lease.

4.7 Defects rectification

Without limiting any provision in the Ground Lease, the Developer must rectify any defects or omissions in the Works which become apparent during the Defect Liability Period.

5 Encumbrance and assignment

5.1 Developer may alienate

- (a) The Developer must not assign or dispose of any right, interest, duty or obligation under this agreement to any person, firm or corporation.
- (b) An assignment of the Developer's interest under this agreement shall be deemed not to be a breach of clause 5.1(a) if:
 - (i) the Developer has given the Landlord and Tenant at least one month's notice in writing of the proposed assignment together with details of the parties and a copy of all proposed documentation and all other relevant information; and
 - (ii) the Developer is not in default (of which it has notice) under this agreement, unless the default is waived by the Landlord or Tenant; and
 - (iii) the Developer establishes to the Landlord's satisfaction that any proposed assignee meets each of the Assignment Tests; and
 - (iv) the Developer, Tenant, assignee, any guarantor of the proposed assignee (if applicable) and Guarantor enter into a deed in the form reasonably required by the Landlord, Tenant and Developer under which (amongst other things):
 - (A) the assignee agrees to perform all of the Developer's express and implied obligations under this agreement, and (if applicable) the proposed guarantor agrees to guarantee the proposed assignee's obligations under this agreement;
 - (B) the Developer releases the Landlord, Tenant and Guarantor from all obligations under this agreement from the date of assignment except in respect of any claim(s) that have arisen before the date of assignment;
 - (C) the Landlord, Tenant and Guarantor release the Developer from all obligations under this agreement from the date of assignment;
 - (D) despite paragraph (C), if there is an assignment of the Developer's rights or obligations under this agreement to a Related Body Corporate of the Developer and the Developer does not satisfy the condition in clause 5.1(b)(iii), the Developer acknowledges that it is not released from its obligations under this agreement from the date of the assignment;
 - (E) the Tenant acknowledges that its obligations under this agreement continue to apply;
 - (F) the Guarantor acknowledges that the guarantee previously given by it of the obligations of the Tenant under this agreement continues to apply; and

- (G) the assignee's and its guarantor's (if applicable) limitation of liability is included, provided that the limitation of liability includes warranties by the assignee and guarantor (if applicable) in their capacity as trustee, responsible entity or custodian of the assignee and guarantor (if applicable) that it is the holder of the assets of the relevant trust, that (in the case of the assignee) its interest in this agreement and in the Premises will be assets of the relevant trust and that the assignee and guarantor (if applicable) is and will be entitled to be indemnified out of the assets of the relevant trust in relation to its obligations under or in relation to this agreement and the Construction Licence (but subject to the usual exclusions).
- (c) Despite the provisions of clause 5.1(b):
 - (i) the Developer need not satisfy the condition in clause 5.1(b)(iii) in relation to an assignment of the Developer's rights or obligations under this agreement to a Related Body Corporate of the Developer (including in relation to a solvent reconstruction); and
 - (ii) if the condition in clause 5.1(b)(iii) is not satisfied, such assignment shall not release or diminish the obligations of the Developer under this agreement.
 - (d) The parties agree that if the Developer:
 - (i) elects to satisfy clause 5.1(b)(iii) in relation to a proposed assignment to a Related Body Corporate of the Developer (including in relation to a solvent reconstruction); and
 - (ii) satisfies clause 5.1(b)(iii) in respect of such assignment,
 then clause 5.1(c) does not apply in respect of such assignment.
 - (e) The Landlord, Tenant and Guarantor must execute the deed referred to in clause 5.1(b)(iv) in a timely manner.
 - (f) The Developer will pay to the Landlord all reasonable costs of and incidental to enquiries concerning the proposed dealing or persons concerned in such dealing and of the perusal, negotiation and preparation of all documents and obtaining mortgagee's consent to such documents reasonably required by the Landlord and all mortgagee consent fees.
 - (g) If the Developer assigns its interest under this agreement to an assignee in accordance with clause 5.1, the Developer is deemed to have also assigned its interest under the Construction Licence to the relevant assignee.

5.2 Change in Control – Developer

If there is a proposed change in Control of the Developer and the Developer is not:

- (a) a company; or
- (b) a trustee, responsible entity or custodian of a unit trust,

that is listed on the Australian Stock Exchange or any other recognised stock exchange, then:

- (c) that proposed change in Control is treated as a proposed assignment of this agreement to an incoming developer;
- (d) the person or entity proposed to acquire Control is treated as an incoming developer; and
- (e) clause 5.1 ("Developer may alienate") applies.

5.3 Tenant may alienate

- (a) The Tenant must not assign or dispose of any right, interest, duty or obligation under this agreement to any person, firm or corporation.
- (b) An assignment of the Tenant's interest under this agreement shall be deemed not to be a breach of clause 5.3(a) if:
 - (i) the Tenant has given the Landlord and Developer at least one month's notice in writing of the proposed assignment together with details of the parties and a copy of all proposed documentation and all other relevant information; and
 - (ii) the Tenant is not in default (of which it has notice) under this agreement, unless the default is waived by the Landlord or Developer; and
 - (iii) the Tenant establishes to the Landlord's and Developer's satisfaction that any proposed assignee meets each of the Assignment Tests; and
 - (iv) the Tenant, assignee, Guarantor and any guarantor of the proposed assignee (if applicable) enter into a deed in the form reasonably required by the Landlord, Tenant and Developer under which (amongst other things):
 - (A) the assignee agrees to perform all of the Tenant's express and implied obligations under this agreement, and (if applicable) the proposed guarantor of the assignee agrees to guarantee the proposed assignee's obligations in accordance with clause 18 of this agreement;
 - (B) the Tenant and Guarantor release the Landlord and Developer from all obligations under this agreement from the date of assignment except in respect of any claim(s) that have arisen before the date of assignment;
 - (C) the Landlord and Developer release the Tenant and Guarantor from all obligations under this agreement from the date of the assignment except in respect of any claim(s) that have arisen before the date of assignment;
 - (D) despite paragraph (C), if there is an assignment of the Tenant's rights or obligations under this agreement to a Related Body Corporate of the Tenant and the Tenant does not satisfy the condition in clause 5.3(b)(iii), the Tenant and Guarantor acknowledge that they are not released from their obligations under this agreement or such guarantee as a result of such assignment; and

- (E) the assignee's and its guarantor's (if applicable) limitation of liability clause is included, provided that the limitation of liability includes warranties by the assignee and guarantor (if applicable) in their capacity as trustee, responsible entity or custodian of the assignee and guarantor (if applicable) that it is the holder of the assets of the relevant trust, that (in the case of the assignee) its interest in this agreement and in the Premises will be assets of the relevant trust and that the assignee and guarantor (if applicable) is and will be entitled to be indemnified out of the assets of the relevant trust in relation to its obligations under or in relation to this agreement (but subject to the usual exclusions); and
 - (v) the Landlord has given its written consent to the proposed assignment, which consent is not to be unreasonably withheld.
- (c) Despite the provisions of clause 5.3(b):
- (i) the Tenant need not satisfy the condition in clause 5.3(b)(iii) in relation to an assignment of the Tenant's rights or obligations under this agreement to a Related Body Corporate of the Tenant (including in relation to a solvent reconstruction); and
 - (ii) if the condition in clause 5.3(b)(iii) is not satisfied, such assignment shall not release or diminish the obligations of the Tenant or the Guarantor under this agreement.
- (d) The parties agree that if the Tenant:
- (i) elects to satisfy clause 5.3(b)(iii) in relation to a proposed assignment to a Related Body Corporate of the Tenant (including in relation to a solvent reconstruction); and
 - (ii) satisfies clause 5.3(b)(iii) in respect of such assignment,
- then clause 5.3(c) does not apply in respect of such assignment.
- (e) The Landlord and Developer must execute the deed referred to in clause 5.3(b)(iv) in a timely manner.
- (f) The Tenant will pay to the Landlord and Developer all reasonable costs of and incidental to enquiries concerning the proposed dealing or persons concerned in such dealing and of the perusal, negotiation, preparation and stamping of all documents and obtaining mortgagee's consent to such documents reasonably required by the Landlord and Developer and all stamp duty and mortgagee consent fees.

5.4 Change in Control - Tenant

If there is a proposed change in Control of the Tenant and the Tenant is not:

- (a) a company; or
- (b) a trustee, responsible entity or custodian of a unit trust,

that is listed on the Australian Stock Exchange or any other recognised stock exchange, then:

- (c) that proposed change in Control is treated as a proposed assignment of this agreement to an incoming tenant;

- (d) the person or entity proposed to acquire Control is treated as an incoming tenant, and
- (e) clause 5.3 ("Tenant may alienate") applies.

5.5 Landlord may not alienate

- (a) The Landlord must not:
 - (i) sell, assign, concurrently lease or transfer its interest in the Land or this agreement; or
 - (ii) do anything which is analogous or in substitution of a sale, assignment or transfer referred to in clause 5.5(a)(i).
- (b) Clause 5.5(a) will not apply in relation to any transfer to any government or statutory authority, or any transfer effected by any statute, provided that in the case of a transfer to any government or statutory authority which is not effected by statute, the Landlord procures the proposed new registered proprietor to enter into a deed with the Developer and Tenant and all other parties to this agreement assuming the Landlord's obligations under this agreement, Ground Lease and Construction Licence and covenanting to comply with the Landlord's obligations under this agreement, Ground Lease and Construction Licence from the date of transfer.
- (c) Any such deed will include covenants by the Developer and the Tenant to perform the Developer's and Tenant's respective obligations under this agreement, Ground Lease and Construction Licence from the date of transfer, and covenants by any guarantor of such obligations to guarantee such obligations from the date of transfer, and a release of the Landlord's obligations under this agreement, Ground Lease and Construction Licence and the Developer and Tenant must enter into any such deed, and must procure that all other parties to the Ground Lease and Construction Licence and any guarantor enter into such deed, when requested to do so.
- (d) The Landlord must not:
 - (i) create or allow to exist a mortgage, security agreement, bill of sale, charge, lien, pledge or Security Interest over any or all of the Land or this agreement; or
 - (ii) do anything which is analogous or in substitution of the items described in clause 5.5(d)(i).
- (e) The deed referred to in clause 5.5(a) must also include the Developer's, Tenant's or the Guarantor's (or any assignee's or any guarantor of the assignee's (if applicable)) limitation of liability clause, provided that the limitation of liability includes warranties by the Developer, Tenant, Guarantor, assignee or the guarantor of the assignee (if applicable) in their capacity as trustee, responsible entity or custodian of the Developer, Tenant, Guarantor, assignee or the guarantor of the assignee (if applicable) that it is the holder of the assets of the relevant trust, that its interest in this agreement will be assets of the relevant trust and that the Developer, Tenant, Guarantor, assignee or the guarantor of the assignee is and will be entitled to be indemnified out of the assets of the relevant trust in relation to its obligations under or in relation to this agreement (but subject to the usual exclusions).

5.6 Multi-party side deed

- (a) The parties acknowledge:
 - (i) that the Developer may (and is entitled to) grant a security interest (including a Security Interest) over its rights under this agreement, Ground Lease and the Construction Licence to its financier or financiers; and
 - (ii) that the Tenant may (and is entitled to) grant a security interest (including a Security Interest) over its rights under this agreement and Ground Lease to its financier or financiers.
- (b) If requested by the Developer and/or Tenant, the parties must enter into a deed or deeds with the Developer, the Tenant and the Developer's and/or Tenant's financier in a form reasonably required by the Tenant's and/or the Developer's financier ("**Multi-party Side Deed**").
- (c) The Multi-Party Side Deed referred to in clause 5.6(b) above will generally be consistent with the principles contained in Schedule 5 ("Financier side deed principles") or must otherwise be on terms reasonably acceptable to the parties.
- (d) The parties agree to act reasonably and in good faith in relation to things requested by the Developer or Tenant or their respective financier or financiers, including the negotiation and execution of a Multi-Party Side Deed. Without limiting the previous sentence, the Landlord accepts that the Tenant's and/or the Developer's financier may have requirements that are different to the principles contained in Schedule 5 ("Financier side deed principles") (including the financier's form of Multi-Party Side Deed), and the Landlord must act reasonably and in good faith in relation to the financier's requirements.
- (e) The Tenant or the Developer (as applicable) must pay the Landlord's reasonable legal costs in relation to the Multi-Party Side Deed.

6 Termination

6.1 Termination Event

A Termination Event occurs if:

- (a) the Upfront Land Payment has not been paid by the Tenant by the Payment Sunset Date (as extended under this agreement); or
- (b)
 - (i) Substantial Commencement of Construction has not occurred by the Payment Sunset Date (as extended under this agreement); or
 - (ii) the Developer Abandons the Works; and
 - (iii) the Landlord gives written notice to the Developer in respect of the events in clauses 6.1(b)(i) or 6.1(b)(ii) and demands that the event be rectified; and
 - (iv) the Developer fails to rectify the event within 30 days after the giving of the notice referred to in clause 6.1(b)(iii).

- (c) For the purpose of this clause 6.1, the following definition applies:
 - (i) “**Abandons**” means a failure by the Developer to undertake any works in respect of or in connection with any part of the Works for an uninterrupted period of 90 days, which failure or delay is not caused by a Force Majeure Event.

6.2 Termination

- (a) If a Termination Event occurs, the Developer or Landlord (as applicable) may terminate this agreement by 30 days’ written notice to each other party to this agreement.
- (b) If this agreement is terminated under clause 6.2(a), then each party releases each other from liability or loss arising in connection with this agreement and the termination of this agreement except in respect of any antecedent breach.

6.3 Obligations on termination

- (a) If this agreement is terminated under clause 3.7 or this clause 6:
 - (i) the Developer must remove the Developer’s property from the Premises; and
 - (ii) the Developer must return the Premises to the condition they were in at the date the Developer was given access to them; and
 - (iii) the Developer must vacate the Premises; and
 - (iv) the Developer must give the Landlord the keys, access cards and similar devices in respect of the Building and the Premises held by the Developer, the Developer’s employees and agents and any person who has been given them by the Developer or the Developer’s employees and agents; and
 - (v) if the Tenant or anyone claiming through the Tenant has lodged a caveat on the title to the Land, the Tenant must withdraw that caveat or do everything necessary to ensure that that caveat is withdrawn immediately.
- (b) The Landlord may treat the Developer’s property as abandoned and deal with it in any way it sees fit at the Developer’s expense if the Developer does not remove its property in accordance with this clause 6.3 or a notice given under it.
- (c) Despite any other provision of this agreement, the Developer must not remove property which:
 - (i) the Landlord has stated (as a condition of giving approval to works) may not be removed; or
 - (ii) is part of structural work done by the Developer to the Premises unless the Landlord gives the Developer a notice requiring the Developer to remove that property.

6.4 No other right to terminate

Despite any Law to the contrary, no party may terminate this deed other than in accordance with clauses 3.7 and 6.2.

7 Representations and warranties

- (a) The Developer represents and warrants that:
- (i) it has power to enter into and observe its obligations under this agreement and all documents and transactions contemplated by this agreement; and
 - (ii) 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; and
 - (iii) its obligations under this agreement are valid and binding and are enforceable against it in accordance with its terms; and
 - (iv) the Transaction Documents and the transactions under them do not contravene its constituent documents or any Law, regulation or official directive or any of its obligations or undertakings by which it or any of its assets are bound or cause a limitation on its powers or, when the Developer is a company, the powers of its directors, to be exceeded.
- (b) The Landlord represents and warrants that:
- (i) It has been duly constituted under the WSPT Act;
 - (ii) it has power to enter into and observe its obligations under this agreement and all documents and transactions contemplated by this agreement, including without limitation, the Ground Lease and Construction Licence; and
 - (iii) it has in full force and effect the authorisations necessary under the WSPT Act to enter into each Transaction Document, observe obligations under them, and allow it to be enforced; and
 - (iv) its obligations under this agreement and each Transaction Document are valid and binding and are enforceable against it in accordance with its terms; and
 - (v) the Transaction Documents and the transactions under them do not contravene its constituent documents or any Law, regulation or official directive or any of its obligations or undertakings by which it or any of its assets are bound or cause a limitation on its powers or, the powers of its directors, to be exceeded; and
 - (vi) except as provided in the WSPT Act, it does not hold its interest under this agreement as trustee; and
 - (vii) it has obtained all necessary consents to enter into this agreement (including all consents required under the WSPT Act, any finance, security or other documents).
- (c) The Tenant represents and warrants that:
- (i) it has power to enter into and observe its obligations under this agreement; and
 - (ii) it has in full force and effect the authorisations necessary to enter into this agreement, observe obligations under it, and allow it to be enforced; and

- (iii) its obligations under this agreement are valid and binding and are enforceable against it in accordance with its terms; and
- (iv) the Transaction Documents to which it is a party and the transactions under them do not contravene its constituent documents (when the Tenant is a company) or any Law, regulation or official directive or any of its obligations or undertakings by which it or any of its assets are bound or cause a limitation on its powers or, when the Tenant is a company, the powers of its directors, to be exceeded; and
- (v) it does not hold its interest under this agreement as trustee.

8 Construction Bank Guarantee

8.1 Developer must deliver bank guarantee

Subject to clause 3.1(b), the Developer must deliver the Construction Bank Guarantee to the Landlord by the CC Date.

8.2 Calling on bank guarantee

- (a) If the Developer does not comply with any of its obligations under this agreement, then the Landlord must notify the Developer of such non-compliance and requesting the Developer to remedy that non-compliance.
- (b) If the Developer fails to remedy the non-compliance referred to in clause 8.2(a) within a reasonable time after the Landlord's notice under clause 8.2(a), then the Landlord may call on the Construction Bank Guarantee to cover the cost of and compensation in relation to the default and to pay any money payable under this agreement including, without limitation, money payable as compensation or payable under an indemnity under this agreement.

8.3 Return of bank guarantee

The Landlord must return the Construction Bank Guarantee (or balance then remaining in accordance with clause 8.2(b)) to the Developer within 10 Business Days after the date of Practical Completion or earlier determination of this agreement.

9 Costs, charges, expenses and GST

9.1 Costs, charges and expenses

- (a) The Tenant must pay or reimburse the Developer and Landlord on demand for:
 - (i) the reasonable costs, charges and expenses of the Developer and Landlord in connection with any consent, approval, exercise of rights (including without limitation, in connection with the enforcement or preservation of any rights under any Transaction Document), variation, release or discharge in connection with any Transaction Document; and
 - (ii) taxes and fees (including, without limitation, registration fees) and fines and penalties in respect of fees (not incurred due to negligence of the Developer or the Landlord) which may be payable or determined to be payable in connection with any Transaction Document or a payment or receipt or any other transaction contemplated by any Transaction Document,

including in each case, without limitation, legal costs and expenses on a full indemnity basis.

- (b) Subject to clause 9.1(d), the Developer, the Landlord and Tenant must each pay their own costs, charges and expenses in connection with the negotiation, preparation, execution and completion of this agreement.
- (c) The Tenant must pay all costs in connection with stamping and registration of this agreement (if relevant).
- (d) In accordance with clause 24.1 of the Development Management Agreement, the Developer must pay the Landlord's reasonable legal costs in relation to the negotiation, preparation and execution of this agreement.

9.2 GST

If GST has application to any taxable supply made under this agreement, the party making the supply ("Supplier") may, in addition to any amount or consideration expressed as payable elsewhere in this agreement, recover from the other party ("Recipient") an additional amount on account of any GST otherwise payable by the Supplier such amount to be calculated by multiplying the amount or consideration payable by the Recipient for the relevant supply by the prevailing GST rate. Any additional amount on account of GST recoverable from the Recipient under this clause shall be calculated without any deduction or set off of any other amount and is payable by the Recipient upon delivery by the Supplier of a Tax Invoice.

9.3 Stamp duty

The Tenant shall, as between the parties, be liable for and duly pay all stamp duty (including any fine or penalty except where it arises from default by the other party) on or relating to this agreement and any document executed under it.

10 Insurances

The Developer must (or procure that a contractor does):

- (a) in connection with the Works maintain with insurers:
 - (i) in the name of the Developer and Landlord, public liability insurance for at least the amount in item 7 of Schedule 1;
 - (ii) in the name of the Developer and Landlord, 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 Landlord evidence that it has complied with clause 10(a) when requested to do so.

11 Notices

- (a) A notice, approval, consent or other communication in connection with this agreement:
 - (i) may be given by an Authorised Officer of the relevant party; and

- (ii) must be in writing unless expressly specified otherwise in this agreement; and
 - (iii) must be left at the address of the addressee or sent by prepaid ordinary post (airmail if posted to or from a place outside Australia) to the address of the addressee or sent by facsimile to the facsimile number of the addressee or sent by email to the email address of the addressee which is set out in item 8 of Schedule 1 or if the addressee notifies another address or facsimile number or email address then to that address or facsimile number or email address.
- (b) Unless a later time is specified in it a notice, approval, consent or other communication takes effect from the time it is received.
- (c) A letter or facsimile or email is taken to be received:
- (i) in the case of a posted letter, on the third (seventh, if posted to or from a place outside Australia) day after posting;
 - (ii) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient notified for the purpose of this clause; and
 - (iii) in the case of an email, 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.

12 Miscellaneous

12.1 Exercise of rights

The Developer or the Landlord may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by the Developer or the Landlord does not prevent a further exercise of that or an exercise of any other right, power or remedy. Failure by the Developer or the Landlord to exercise or delay in exercising a right, power or remedy does not prevent its exercise. The Developer and the Landlord are not liable for any loss caused by the exercise, attempted exercise, failure to exercise or delay in exercising a right, power or remedy whether by reason of that party's negligence or otherwise.

12.2 Waiver and variation

A provision of or a right created under this agreement may not be waived or varied except in writing signed by the party or parties to be bound.

12.3 Supervening legislation

Any present or future legislation which operates to vary the obligations of the Tenant in connection with this agreement with the result that the Developer's or the Landlord's rights, powers or remedies are adversely affected (including, without limitation, by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by Law.

12.4 Remedies cumulative

The rights, powers and remedies provided in this agreement are cumulative with and not exclusive of the rights, powers or remedies provided by Law independently of this agreement.

12.5 Indemnities

Each indemnity in this agreement is a continuing obligation, separate and independent from the other obligations of the Tenant and survives expiry or termination of this agreement. It is not necessary for the Developer or the Landlord to incur expense or make payment before enforcing a right of indemnity conferred by this agreement.

12.6 Further assurances

At the Developer's or the Landlord's request the Tenant must:

- (a) execute and cause its successors to execute documents and do everything else necessary or appropriate to bind the Tenant and its successors under the Transaction Documents; and
- (b) use its best endeavours to cause relevant third parties to do likewise to bind every person intended to be bound under this agreement.

12.7 Payments

- (a) All parties must make payments under this agreement without set-off or counterclaim and free and clear of any withholding or deduction. All payments due by the Tenant under this agreement must be paid to the relevant party or to a person nominated by that party in a notice given to the Tenant.
- (b) If the Tenant pays an amount and it is found later that the amount payable should have been higher, then the relevant party may demand payment of the difference even though that party has given the Tenant a receipt for payment of the lower amount.
- (c) A party need not make demand for any amount required to be paid by the Tenant under this agreement unless this agreement expressly specifies that demand must be made.

12.8 Antecedent breaches

The termination of this agreement does not affect the Landlord's, Developer's or the Tenant's rights in respect of a breach of this agreement by the other party before termination.

12.9 Antecedent obligations

- (a) The termination of this agreement does not affect the Tenant's obligations to make payments under this agreement in respect of periods before the termination of this agreement.
- (b) The Developer or the Landlord may do anything which should have been done by the Tenant under this agreement but which has not been done or which the Developer or the Landlord considers has not been done properly.

12.10 Severability

If the whole or any part of a provision of this agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this agreement or is contrary to public policy.

12.11 Entire agreement

- (a) This agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.
- (b) The Tenant acknowledges that in entering into this agreement it has not relied on any representations or warranties about its subject matter except as expressly provided by the written terms of this agreement.

12.12 Landlord must execute

The Landlord must execute all documentation and do all things:

- (a) reasonably required by the Developer in respect of the Development Application, Subdivision Application, Development Consent or the Works; and
- (b) reasonably required for compliance with any agreement, Law or approval in respect of the Works,

including, without limitation, executing any consents, forms, reports, applications or plans.

12.13 Approvals and consents

Subject to any express provisions in this agreement to the contrary, if a party is required to give its approval or consent under this agreement, that party must not unreasonably withhold or delay its approval or consent.

12.14 Exercise of power

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

13 Governing law, jurisdiction and service of process

13.1 Governing law

This agreement is governed by the law in force in New South Wales.

13.2 Jurisdiction

Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

13.3 Service of process

Without preventing any other mode of service, any document in an action (including, without limitation, any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at its address for service of notices under clause 11.

14 Counterparts

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

15 Disputes

15.1 Notification

If a dispute arises out of or in connection with this agreement, each party must (except in any proceedings for equitable relief, in which case this clause 15.1 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.

15.2 The reply

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

15.3 The dispute

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

15.4 Compulsory CEO conference

Upon a dispute being deemed to exist under clause 15.3, 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 15.5.

15.5 Expert

- (a) If the parties fail to resolve the dispute in accordance with clause 15.4, 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 Institute of Arbitrators and Mediators, New South Wales Chapter. Either party may approach the President of the Australian Institute of Arbitrators and Mediators, New South Wales Chapter to appoint the Expert.
- (b) Upon the Expert being appointed under clause 15.5(a) and accepting the appointment, the parties must direct the Expert to make a determination in relation to the dispute 14 days of the appointment.
- (c) The parties may make submission to the Expert.
- (d) The Expert must act and make a decision acting as an expert and not as an arbitrator and in accordance with the law of New South Wales.
- (e) The parties agree that the decision of the Expert will be final and binding upon them.
- (f) The costs of the Expert must be borne equally by the parties.
- (g) 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 15.

16 Environmental monitoring

16.1 Developer accepts Land

- (a) The Developer:
 - (i) accepts any Contamination existing in or on the Land as at the commencement date of the Construction Licence; and
 - (ii) releases the Landlord from any liability in respect of any Contamination existing in or on the Land after the commencement date of the Construction Licence.
- (b) Subject to the Landlord complying with its obligations under this clause 16, if any activity carried out by or on behalf of the Developer on the Land necessitates remediation of any Contamination, then any remediation works be carried out by the Developer will be:
 - (i) subject to the consent of the Landlord (which must not be unreasonably withheld or delayed); and
 - (ii) at the Developer's cost and risk.
- (c) Without limiting clauses 16.1(a) and (b), the Developer is responsible for the remediation and management of any Contamination existing in or on the Land to the extent such Contamination:
 - (i) renders the Land unsuitable for commercial and industrial use; and
 - (ii) is not caused by the Landlord or the Landlord's Employees and Agents after the DMA Date.
- (d) The Developer must as soon as reasonably practicable remediate and manage any Contamination for which the Developer is responsible to the extent such Contamination renders the Land unsuitable for commercial and industrial use.

16.2 Notice of Contamination

Prior to the Commencement Date:

- (a) the Landlord must promptly notify the Developer if it becomes aware of the existence of Contamination in, on or emanating from the Land to the extent the existence of that Contamination is not already known by the Developer; and
- (b) the Developer must promptly notify the Landlord if it becomes aware of the existence of Contamination in, on or emanating from the Land to the extent the existence of that Contamination is not already known by the Landlord.

16.3 Landlord gives no warranties

Except as provided in this clause 16:

- (a) the Landlord gives no warranties and makes no representations as to the physical condition of the Land (including latent conditions and Contamination) or other conditions or existing services or structures on the Land; and

- (b) the Developer and Tenant will accept the Land subject to any physical conditions, services or structures, including any changes to such physical conditions, services or structures as at the date of this agreement.

17 Easements

- (a) Subject to clause 17(b) and clause 17(c), the Landlord may grant easements and covenants, but only:
- (i) as required pursuant to any condition of the Subdivision Approval or the Development Consent; and
 - (ii) where any such condition has been accepted by the Developer and the Tenant in accordance with clause 3.2; or
 - (iii) where reasonably requested by a tenant under a ground lease of part of the BRBH for access over relevant roads or use of infrastructure necessary for Services to the premises under the relevant ground lease where that access or infrastructure is within, or benefits, the premises; or
 - (iv) where reasonably considered necessary by the Landlord for the provision of Services within the BRBH.

The Landlord must use reasonable endeavours to ensure that the easements and covenants have minimal impact on the Premises.

- (b) Where reasonably requested by the Developer, the Landlord must grant easements and covenants on terms reasonably required by the Developer:
- (i) for access over relevant roads (unless the road is dedicated); and
 - (ii) for use of infrastructure necessary for Services to or in the Premises (unless subject to a reserve), including in relation to the "Drainage Basins", including the "Wetland Areas", (as those terms are defined in the Development Management Agreement) and batters on adjoining land.
- (c) The Tenant must not object to the establishment of any rights referred to in clause 17(a) unless the establishment of that right would substantially lessen the enjoyment of rights conferred on the Tenant by this agreement or the Ground Lease.
- (d) The Landlord must use reasonable endeavours to procure registration of the easements and covenants referred to in clause 17(b) as soon as reasonably practicable after the Developer's request. The Developer, the Landlord and the Tenant must each execute all documentation and do all things reasonably required to enable the Landlord to register the easements and covenants referred to in this clause including, without limitation, promptly executing any consents, forms, applications or plans. In addition to the Developer's obligations to pay the costs of the Subdivision Application under the Development Management Agreement, the Developer must pay the Landlord's reasonable costs of registering any additional easements and covenants requested by the Developer and granted pursuant to this clause.

18 Guarantor's obligations

18.1 Liability of Guarantor

In consideration of the Landlord entering this agreement at the Guarantor's request, the Guarantor:

- (a) unconditionally guarantees to the Landlord the punctual performance by the Tenant of the Tenant's obligations under this agreement;
- (b) must keep the Landlord indemnified against all loss or damage incurred by the Landlord as a result of the Tenant breaching this agreement; and
- (c) must keep the Landlord indemnified against all loss or damage incurred by the Landlord resulting from a trustee in bankruptcy or a liquidator of the Tenant disclaiming this agreement or from this agreement being unenforceable against the Tenant for some other reason.

18.2 Liability of Guarantor Not Affected

The Guarantor is liable, even if:

- (a) one or more of the Guarantor dies;
- (b) the Landlord gives any extension of time or any other indulgence to the Developer, the Tenant or any Guarantor;
- (c) this agreement is varied, assigned or extended;
- (d) the Tenant grants a licence or any other right to occupation;
- (e) the Land is sold by the Landlord;
- (f) the Landlord releases the Developer, the Tenant or any Guarantor; or
- (g) the Developer or the Tenant assigns its rights or obligations under this agreement.

18.3 Bankruptcy or Liquidation of the Tenant

The Guarantor agrees that:

- (a) the Landlord may retain all money received including dividends from the Tenant's bankrupt estate, and may allow the Guarantor a reduction in its liability under this guarantee only to the extent of the amount received;
- (b) the Guarantor must not seek to recover money from the Tenant to reimburse the Guarantor for payments made to the Landlord until the Landlord has been paid in full;
- (c) the Guarantor must not prove in the bankruptcy or winding up of the Tenant for any amount which the Landlord has demanded from the Guarantor; and
- (d) the Guarantor must pay the Landlord all money which the Landlord refunds to the Tenant's liquidator or trustee in bankruptcy as preferential payments received from the Tenant.

18.4 Purpose

The Guarantor is a party to this agreement solely for the purpose of this clause 18.

18.5 Survival

The obligations of the Guarantor under this clause 18 survive the expiry or earlier termination of this agreement.

18.6 Guarantor may not transfer

The Guarantor may not transfer or otherwise dispose of its obligations under this clause 18.

19 Foreign investment approval

[#Insert relevant provisions for Tenant (if necessary)]

20 Tenant's Limitation of liability

[#Insert Tenant's and/or Guarantor's limitation of liability (if relevant).]

EXECUTED as an agreement

Agreement for Ground Lease

Schedule 1

Item 1 (definition of "Architect" in clause 1.1)	[#To be completed]	
Item 2 (definition of "Council" in clause 1.1)	Liverpool City Council	
Item 3 There is no item 3		
Item 4 (definition of "Land" in clause 1.1)	Proposed Lot [##] in Plan of Subdivision [##]	
Item 5 (definition of "Ground Rent" in clause 1.1)	[#To be completed], subject to clause 2.11.	
Item 6 (definition of "Access Date", "Approval Date", "Subdivision Date", "CC Date", "Payment Sunset Date" and "Remediation Date" in clause 1.1)	Access Date	The date which is 14 days after the Developer notifies the Landlord that it requires interim access under clause 3.1(a)(iii)
	Approval Date	The date which is 12 months from the date of this agreement (as extended under this agreement)
	Subdivision Date	The date which is 12 months from the date of this agreement (as extended under this agreement)
	CC Date	The date which is 12 months from the date of this agreement (as extended under this agreement)
	Payment Sunset Date	The date which is 15 months from the date of this agreement (as extended under this agreement)
Item 7 (amount of public liability insurance under clause 10(a)(i))	\$50 million	

<p>Item 8 (Clause 11(a)(iii))</p>	<p>Address for service:</p> <p>Developer</p> <p>Address: [#insert]</p> <p>Facsimile No: [#insert]</p> <p>Email: [#insert]</p> <p>Attention: [#insert]</p> <p>Landlord</p> <p>Address: Level 7, 10 Valentine Avenue, Parramatta NSW 2150</p> <p>Facsimile No: 02 9895 7580</p> <p>Email: Kerry.Jahangir@wspt.com.au</p> <p>Attention: Kerry Jahangir</p> <p>Tenant</p> <p>Address: [#insert]</p> <p>Facsimile No: [#insert]</p> <p>Email: [#insert]</p> <p>Attention: [#insert]</p>
<p>Item 9 Not used</p>	<p>Not used</p>
<p>Item 10 ("Guarantor" in clause 1.1)</p>	<p>[#insert]</p>

Agreement for Ground Lease

Schedule 2 Plans and Specifications

Agreement for Ground Lease

Schedule 3 Subdivision Plan

Schedule 4 Unusual conditions

1 Landlord's Unusual Conditions:

- (a) The permitted use under the Development Consent is inconsistent with the Permitted Use. For the purpose of this Schedule 4 ("Unusual conditions"), "Permitted Use" has the meaning given to it in the Ground Lease.
- (b) Any condition of the Development Consent or Subdivision Approval, compliance with which will result in an increase in the Landlord's cost of undertaking and completing the External Infrastructure Works (as defined in the Development Management Agreement) by more than [REDACTED]
- (c) Any condition of the Development Consent or Subdivision Approval, compliance with which would materially adversely affect the Landlord's ability to develop any other land in the BRBH as set out in the Plan of Management dated 25 January 2011.
- (d) The conditions of the Development Consent or Subdivision Approval are inconsistent with any terms of the Development Management Agreement, this agreement or the Ground Lease and such inconsistency is likely to prejudice the Landlord.
- (e) The Development Consent permits residential use of the Premises.
- (f) The Development Consent or Subdivision Approval does not satisfy all of the following requirements:
 - (i) the terms of the Development Consent or Subdivision Approval (as relevant), including all permitted uses and conditions, are in conformity with:
 - (A) the *Western Sydney Parklands Act 2006* (NSW);
 - (B) the *State Environmental Planning Policy (Western Sydney Parklands) 2009*; and
 - (C) any plan of management or precinct plan applicable to the Premises under the *Western Sydney Parklands Act 2006* (NSW); and
 - (ii) the Development Consent or Subdivision Approval (as relevant) must satisfy the requirements of, and not conflict with, the matters set out in section 16(4)(a)-(c) (inclusive) of the *Western Sydney Parklands Act 2006* (NSW) and clause 12(a)-(n) (inclusive) of the *State Environmental Planning Policy (Western Sydney Parklands) 2009*.

2 Developer's Unusual Conditions:

- (a) The permitted use under the Development Consent or Subdivision Approval is inconsistent with the Permitted Use.

- (b) The Development Consent or Subdivision Approval limits the gross floor area of the Premises to less than 95% of the gross floor area proposed in the Development Application.
- (c) The conditions of the Development Consent or Subdivision Approval do not permit the Development substantially in accordance with the Development Application and the Works or would cause the Developer to be unable to comply with the terms of the Development Management Agreement, this agreement or the Ground Lease.
- (d) Any condition of the Development Consent or Subdivision Approval that materially adversely affect the Developer's ability to comply with its obligations under the Development Management Agreement, this agreement and/or an agreement for lease with an end occupier of the Land.
- (e) Any condition of the Development Consent or Subdivision Approval, compliance with which will result in an increase in the Developer's cost of undertaking and completing the Works by more than 5% of the estimated cost of the Works outlined in the Development Application
- (f) Any condition of the Development Consent or Subdivision Approval, compliance with which will materially adversely affect the Tenant's ability to lease the Premises at the end of the term of the relevant sub-lease.

3 Tenant's Unusual Conditions:

- (a) The permitted use under the Development Consent is inconsistent with the Permitted Use.
- (b) Any condition of the Development Consent or Subdivision Approval that would require the Tenant to incur material costs, unless such conditions are expressly provided for or contemplated by the Plans and Specifications.
- (c) Any condition of the Development Consent or Subdivision Approval, compliance with which will materially adversely affect the Tenant's ability to lease the Premises at the end of the term of the relevant sub-lease.

Schedule 5 Financier side deed principles

- 1 The Landlord consents to the grant of the Security by the Developer or the Tenant to the Financier, and consents to the Security Agreement.
- 2 The Financier consents to the execution of the Agreement for Ground Lease, the Ground Lease and Construction Licence (each being a "**Transaction Document**" and together the "**Transaction Documents**") by the Developer and the Tenant.
- 3 The Landlord agrees that a grant under paragraph 1 does not constitute a breach or default event under the Transaction Documents and does not entitle the Landlord to terminate or suspend performance of any of its obligations under the Transaction Documents.
- 4 If the Developer or the Tenant breaches or defaults under the Transaction Documents, which breach or default gives rise to a right of termination or rescission of any or all of the Transaction Document to the Landlord, the Landlord will:
 - (a) give the Financier a copy of any breach or default notice it sends to the Developer or the Tenant in respect of such breach or default on the same day it is given to the Developer or the Tenant;
 - (b) if requested, give the Financier any update as to the Developer or the Tenant's progress in remedying such breach or default;
 - (c) give the Financier written notice that the Developer's or Tenant's breach or default may give the Landlord a right to terminate or rescind any or all of the Transaction Documents if not remedied; and
 - (d) not exercise its right to terminate or rescind or suspend performance of any of its obligations under the relevant Transaction Documents for a period of 90 days after the notice in paragraph 4(a) ("**Cure Period**").
- 5 The Financier may at any time and from time to time assume the rights and obligations of the Developer or the Tenant under any or all of the Transaction Documents by notice to the Landlord during the Cure Period ("**Step-in Notice**").
- 6 A Step-in Notice will be effective on and from the date that the notice is received by the Landlord ("**Enforcement Date**").
- 7 If the Financier issues a Step-in Notice, the Financier:
 - (a) must perform all obligations of the Developer or the Tenant as the case may be under the relevant Transaction Documents arising on and from the Enforcement Date;
 - (b) must remedy any default or breach of the relevant Transaction Documents by the Developer or the Tenant which is the subject of the notice under paragraph 4; and
 - (c) is entitled to exercise all rights, powers and to perform all obligations of the Developer or the Tenant under the relevant Transaction Documents.

- 8 If a Step-in Notice has been issued, the Landlord will only be entitled to terminate the Transaction Document if the Financier does not cure the breach or default the subject of the notice under paragraph 4 within the Cure Period.
- 9 If a Step-In Notice has been issued, the Financier may at any time, with prior notice to the Landlord, terminate the Step In from the date specified in that notice being a date after that notice is given to the Landlord ("**Step-Out Notice**").
- 10 If the Financier issues a Step-Out Notice, with effect from the date nominated under the Step-Out Notice, the Financier will be released from any and all obligations to the Landlord under the relevant Transaction Documents other than for the Period between the issue of the Step-in Notice and the issue of the Step-Out Notice). Such release will not affect or prejudice the continuation of the Developer's or Tenant's obligations to the Landlord under the relevant Transaction Documents.
- 11 Exercise of any rights or powers under the Security Agreement by the Financier will not of itself constitute a default or breach of the Transaction Documents and will not of itself entitle the Landlord to exercise any right of termination of the Transaction Documents.
- 12 The Landlord, Developer and Tenant must not amend or vary or agree to amend or vary the Transaction Documents without the prior written consent of the Financier.
- 13 Definitions
- (a) "**Financier**" means the recipient of the Security.
- (b) "**Encumbrance**" means an interest or power:
- (i) reserved in or over an interest in any asset including any retention of title; or
- (ii) created or otherwise arising in or over any interest in any asset under a bill of sale, mortgage, charge, lien, pledge, trust or power,
- by way of, or having similar commercial effect to, security for the payment of a debt, any other monetary obligation or the performance of any obligation, and includes any agreement to grant or create any of the above.
- (c) "**Security**" means an Encumbrance granted by the Developer or Tenant in favour of the Financier from time to time in respect of the Developer's or Tenant's interest in the Transaction Documents.
- (d) "**Security Agreement**" means an agreement for the grant of the Security between the Developer or Tenant and Financier.
- (e) "**Step In**" means the assumption of rights and obligations of the Developer or Tenant under the Transaction Documents by the Financier in accordance with the Step-In Notice.

Agreement for Ground Lease

Signing page

DATED: _____

Execution by Landlord:

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
.....
Name of witness (print)
.....
Occupation of witness (print)

.....
Signature of delegate
Suellen Fitzgerald
Name of delegate
.....
Position: Executive Director

Execution by Developer: **[# Execution block for Developer to be inserted]**

Execution by Guarantor: **[# Execution block for Guarantor to be inserted]**

Execution by Tenant: **[# Execution block for Tenant to be inserted]**

Agreement for Ground Lease

Annexure A - Form of Ground Lease

Annexure "A" to Lease

Ground Lease

Dated

Western Sydney Parklands Trust ABN 85 202 544 800 ("**Landlord**")

[**To be inserted**] ("**Tenant**")

[**To be inserted**] ("**Guarantor**")

REFERENCE SCHEDULE

Item 1 - Date of this Lease

The day of 20

Item 2 – Landlord

WESTERN SYDNEY PARKLANDS TRUST ABN 85 202 544 800 and its successors and assigns as lessor of the Premises ("**Landlord**")

Item 3 - Landlord's address for notices

Address: Level 7, 10 Valentine Avenue, Parramatta, NSW 2150
Fax: +61 2 9895 7580
Email address: Kerry.Jahangir@wspt.com.au
Attention: Kerry Jahangir

Item 4 – Tenant

[**To be inserted**] and its successors and permitted assigns

Item 5 – Not used

.....

Item 6 - Tenant's address for notices

[**To be inserted**]

With a copy to the following address for any notice served under clause 16.2(a):

Attention:

Address:

Item 7 – Guarantor

[**To be inserted**]

Item 8 - Guarantor(s) address for notices

[#To be inserted]

Item 9 – Premises

The whole of the Land

Item 10 - Permitted Use

Light industry, and large format retail, **[#and Other Retail with a GFA no greater than [insert in accordance with Lot Development Proposal],]** but specifically excluding any container parking and storage areas other than those that are ancillary to light industry or large format retail

Item 11 – Term

90 years from the Commencement Date

Item 12 - Commencement Date

[#To be inserted]

Item 13 - Termination Date

[#To be inserted]

Item 14 – Rent

[#To be inserted] per annum, subject to variation in accordance with this Lease. It is expressed as a GST exclusive amount.

Item 15 – Not used

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1. DEFINITIONS

Terms in this Lease which are defined in this section or elsewhere in this Lease start with capital letters.

If a meaning is given to a term in the reference schedule then the term has that meaning in this Lease unless:

- the context requires otherwise; or
- the word is further or differently defined in this clause 1.

In this Lease:

- a reference to an item means the corresponding item in the reference schedule; and
- the words and phrases below have the meanings given to them below unless the context requires otherwise:

Approval all consents, permits, licences, approvals, authorisations and exemptions from, by or with an Authority

Assignment Tests means that a person:

(a) is not Insolvent;

- (b) (combined with any proposed guarantor) is of sufficient financial standing to perform its relevant obligations under this Lease;
- (c) has not been convicted of a criminal offence which carries a maximum sentence of equal to or more than 12 months in prison or multiple sentences that add up to or equal to or more than 12 months in prison;
- (d) has not been the subject to a formal adverse finding by the Independent Commission against Corruption for conduct which, if prosecuted, carries a maximum sentence of equal to or more than 12 months; and
- (e) is otherwise ready, willing and able to carry out the obligations of the Tenant under this Lease

Authority any government or any governmental, municipal, statutory or public department, agency or body or any similar entity which has legal authority in relation to the use or occupation of or a service provided to the Premises

Batter Cost has the meaning given in clause 5.4(a)

Batters means the batters in the area hatched on the plan attached at Schedule 2

BRBH Bringelly Road Business Hub, being the land comprised in the following Certificates of Title as at the Commencement Date:

[#insert current title particulars of all land within the BRBH]

Business Day a day which is not a Saturday, Sunday or public holiday in Sydney

Commencement Date the date mentioned in **item 12**

Contamination the presence in, on or under land, air or water of a substance (whether a soil, liquid, gas, odour, heat, sound, vibration or radiation) at a concentration above the concentration at which the substance is normally present, on or under (respectively) land, air or water in the same locality, being a presence that presents a risk of harm to human health or any other aspect of the Environment and **Contaminant** has a corresponding meaning

Control means:

- (a) if the Tenant is not acting in its capacity as trustee, responsible entity or custodian of a unit trust, the holding of more than 49% of the issued shares of the Tenant; or
- (b) if the Tenant is acting in its capacity as trustee, responsible entity or custodian of a unit trust, the holding of more than 49% of the units in the unit trust

Council Area means the area of land containing any of the Drainage Basins, Wetland Areas or Batters for which the Council or any other Authority excluding the Landlord has responsibility for repair and

maintenance from time to time

Developer

[#To be completed]

Drainage Basins

means the drainage basins servicing the Land or Premises as shown on the plans in Schedule 2

Drainage Basin Cost

has the meaning given in clause 5.2(a)

Environment

includes:

- (a) eco systems and their constitute parts, including people and communities, natural and physical resources;
- (b) the qualities and characteristics of locations, places and areas; and
- (c) the social, economic, aesthetic and cultural aspects of a thing mentioned in paragraphs (a) or (b).

Environmental Law

includes any Law relating to any aspect of the Environment.

Fixed Percentage Increase

per annum

[# include if Permitted Use includes Other Retail

GFA

means the sum of the floor area of each floor of a building measured from the internal face of external walls, or from the internal face of walls separating the building from any other building, measured at a height of 1.4 metres above the floor, and includes:

(a) the area of a mezzanine,

but excludes:

- (b) any area for common vertical circulation, such as lifts and stairs;**
- (c) vehicular access, loading areas, garbage and services;**
- (d) plant rooms, lift towers and other areas used exclusively for mechanical services or ducting;**
- (e) car parking to meet any requirements of the consent authority (including access to that car parking);**
- (f) any space used for the loading or unloading of goods (including access to it);**
- (g) terraces and balconies with outer walls less than 1.4 metres high; and**
- (h) voids above a floor at the level of a storey or storey above]**

GST

GST within the meaning of the GST Act

GST Act	the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth)
Guarantor	each person specified in item 7 and any other person who becomes liable to the Landlord as guarantor (for example, as a result of an assignment of this Lease)
Insolvent	<p>in relation to a body corporate:</p> <ul style="list-style-type: none">(a) a “controller” (as defined in the <i>Corporations Act 2001</i>(Cth)), Manager, Trustee, Receiver, Receiver and Manager, Administrator or similar officer is appointed in respect of the body corporate or any asset of the body corporate;(b) a liquidator or provisional liquidator is appointed in respect of the body corporate;(c) an application is made to the court for an order, a court makes an order, a meeting is convened or a resolution is passed, for the purpose of:<ul style="list-style-type: none">(i) appointing a person referred to in paragraph (a) or (b);(ii) winding up or deregistering the body corporate; or(iii) proposing or implementing a scheme of arrangement (other than a scheme of arrangement relating to a reconstruction or amalgamation while solvent),other than an application which is withdrawn, dismissed or set aside within 21 days after it is made; and(d) the body corporate enters into, resolves to enter into or proposes a reorganisation, moratorium or other form of administration involving an arrangement, composition or compromise with, or assignment for the benefit of, its creditors generally or any class of them, other than for the purposes of a reconstruction or amalgamation while solvent
Land	the whole of the land comprised in Lot [#To be inserted] and DP [#To be inserted]
Landlord	each mean the party described in item 2 and its successors and assigns
Landlord’s Agents	any employee of the Landlord and any consultant or contractor authorised to act on behalf of the Landlord
Law	any statute, ordinance, code, regulation, by-Law, local Law, common law or equity, official directive, order, instrument, undertaking, obligation or applicable judicial administrative or regulatory decree judgment or order and includes the conditions and standards authorisations, licences, permits, consents, assurances, bonds or similar requirements including all applicable

standards and obligations under the common Law

LPI	Land and Property Information New South Wales or any replacement department or authority
Other Retail	means service stations, take-away food and drink premises, café and/or restaurant premises
Outgoings	<p>means all reasonable costs (not including capital costs and costs for structural work, other than in relation to the costs referred to in paragraphs (b), (c) and (d)) payable by the Landlord (or for which the Landlord may become liable) in connection with the Land and the Premises for the following:</p> <ul style="list-style-type: none">(a) rates, taxes and levies (other than income or capital gains tax) being water and sewerage rates, charges and costs for all emergency services levies, council rates and planning levies in respect of the Premises;(b) the Drainage Basins Cost;(c) the Wetland Cost;(d) the Batter Cost; and(e) land tax imposed in respect of the Premises
Outgoings Year	means each period of 365 days ending on 30 June
Permitted Use	the use specified in item 10
Premises	the premises described in item 9 and includes any buildings or other structures on the Premises
Redecorate	to replace carpets, curtains, light fittings and other fixtures and fittings in or on the Premises that are no longer functional
Related Body Corporate	has the meaning given to that term under the <i>Corporation Act 2001</i> (Cth)
Rent	the rent set out in item 14 and payable under clause 3 as varied from time to time
Repaint	to repaint the internal and exterior surfaces of the Premises
Rent Day	has the meaning given to that term in clause 3.1
Security Interest	<p>includes:</p> <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)
Services	all services and utilities to or of the Premises or the Land provided by authorities, being power, water, gas, telecommunications, fire services, sewerage, trade waste removal and like utility services

Tax Invoice	a tax invoice that complies with the GST Act.
Tenant	means the party described in item 4 and its successors and permitted assigns
Tenant's Associates	any employee, agent, visitor, sub-lessee or contractor of the Tenant
Tenant's Fittings	all equipment, machinery and other items including all furniture, furnishings, wall coverings and equipment of a similar nature, but excluding Tenant's Fixtures
Tenant's Fixtures	all improvements, buildings, fixtures, fixed plant and equipment, fittings and partitions existing on or constructed on or under the Premises from time to time
Tenant's Property	the Tenant's Fittings and the Tenant's Fixtures
Term	the term specified in item 11
Termination Date	the date specified in item 13, or any earlier date of expiration or determination of this Lease, or the date of termination of any extension or renewal of this Lease, including without limitation the expiration of any period during which the Tenant holds over or remains in occupation of the Premises
Termination Event – Not Rent	has the meaning given to that term in clause 16.1(b)
Termination Event - Rent	has the meaning given to that term in clause 16.1(a)
this Lease	means this Lease
Wetland Areas	means the areas hatched in the plan attached at Schedule 2
Wetland Cost	has the meaning given in clause 5.3(a)
WHS Law	any occupational, health and safety law, regulation or by-law that applies to work being (or to be) carried out on the Premises. This definition includes the provisions under the <i>Work Health and Safety Act 2011 (NSW)</i> and <i>Work Health and Safety Regulations 2011 (NSW)</i>
WSPT Act	<i>Western Sydney Parklands Act 2006 (NSW)</i>
WSPT Area	means the area of land containing any of the Drainage Basins, Wetland Areas or Batters for which the Council or any other Authority other than the Landlord does not have responsibility for repair and maintenance from time to time

2. GRANT OF LEASE AND TERM

2.1 Grant

The Landlord grants to the Tenant for the Term and the Tenant accepts a lease of the Premises on the terms and subject to the reservations set out in this Lease.

2.2 Landlord warranties

- (a) The Landlord warrants and covenants to the Tenant that:
 - (i) it has been duly constituted under the WSPT Act;
 - (ii) it has power to enter into and observe its obligations under this Lease and all documents and transactions contemplated by this Lease; and
 - (iii) it has in full force and effect the authorisations necessary under the WSPT Act to make the grant described in clause 2.1, and observe obligations under this Lease, and allow this Lease to be enforced against it;
 - (iv) its obligations under this Lease are valid and binding and are enforceable against it in accordance with its terms; and
 - (v) this Lease and the transactions contemplated under it do not contravene its constituent documents, WSPT Act or any other Law, regulation or official directive or any of its obligations or undertakings by which it or any of its assets are bound or cause a limitation on its powers; and
 - (vi) except as provided in the WSPT Act, it does not hold its interest under this Lease as a trustee.
- (b) The Landlord represents and warrants to the Tenant that, the Landlord has obtained all necessary consents to enter into this Lease (including all consents required under the WSPT Act, any finance, security or other documents).
- (c) The Landlord must keep the Tenant indemnified against all liability or loss of any kind which the Tenant suffers or incurs as a result of a breach of the warranties and covenants set out in paragraph (a) or paragraph (b) and the Landlord acknowledges that the Tenant will suffer loss and be subject to claims and liabilities to its sublessees (if any).

2.3 Holding over

If the Tenant continues to occupy the Premises after the Termination Date without the Landlord objecting, the Tenant does so as a monthly tenant. The terms of the monthly tenancy are the same as the terms of this Lease applying at the Termination Date, except that the Landlord or the Tenant may terminate the tenancy by giving 1 months' notice at any time and the Rent will be reviewed in accordance with clause 4.1.

3. TENANT'S FINANCIAL OBLIGATIONS

1 Rent

The Tenant must pay the Rent by equal monthly instalments in advance on or before the first day of each month for the period commencing on the Commencement Date and ending on the Termination Date ("**Rent Day**"). The Tenant must pay the Rent in a manner reasonably agreed between the parties. The parties acknowledge that the Landlord need not make a demand or raise an invoice for the Rent.

3.2 First and Final Rent Payments

- (a) The first payment of Rent must be made on the Commencement Date.
- (b) The first and final payments of Rent must be apportioned on a daily basis for a 365 day year.

3.3 Goods and Services Tax

- (a) If GST has application to any taxable supply made under this Lease, the Landlord may, in addition to any amount or consideration expressed as payable elsewhere in this Lease, recover from the Tenant an additional amount on account of any GST otherwise payable by the Landlord such amount to be calculated by multiplying the amount or consideration payable by the Tenant for the relevant supply by the prevailing GST rate. Any additional amount on account of GST recoverable from the Tenant under

this clause shall be calculated without any deduction or set off of any other amount and is payable by the Tenant upon delivery by the Landlord of a Tax Invoice.

- (b) Expressions used in this clause 3.3 and in the GST Act have the same meaning as when used in the GST Act.

4. ADJUSTMENT AND REVIEW OF RENT

4.1 Fixed Percent Increase

On each anniversary of the Commencement Date, the Rent is to be increased by the Fixed Percentage Increase. The adjusted Rent applies from each anniversary of the Commencement Date during the Term.

5. OUTGOINGS AND UTILITIES

5.1 Outgoings

- (a) The Tenant must pay all Outgoings for each Outgoings Year in accordance with clause 5.5.
- (b) The Tenant must pay the cost of all Services used on the Premises on or before their due date for payment.
- (c) The Landlord must forward to the Tenant any notice or correspondence (including but not limited to any invoice for payment) in relation to any Outgoings received from the relevant Authority by the Landlord within 5 Business Days of the date the Landlord receives such notice or correspondence.

5.2 Drainage Basins

- (a) The parties agree that the Landlord is responsible for maintaining and repairing the Drainage Basins within the WSPT Area in accordance with clause 14.3 and the Tenant must contribute to the reasonable cost of maintaining and repairing the Drainage Basins within the WSPT Area (**Drainage Basins Cost**) as part of reasonable Outgoings in the proportion that the area of the Land bears to the area of all land within the BRBH and any other improved land receiving the benefit of, or using, the Drainage Basins as determined by the Landlord (acting reasonably) from time to time.
- (b) Without limiting clause 5.2(a), where the Tenant and the Tenant's Associates (or either of them) damage the Drainage Basins within the WSPT Area (other than as a result of fair wear and tear from use which is consistent with the specification for which the Drainage Basins were designed), the Tenant is liable for all reasonable costs of repair works attributable to the rectification of that damage. The Landlord will provide the Tenant with such information and documentary evidence as the Tenant may reasonably require to evidence the actual expenditure by the Landlord pursuant to this clause.
- (c) The Landlord must use its reasonable endeavours to minimise the costs referred to in clause 5.2(b) to ensure that the amount of those costs is fair and reasonable having regard to the condition of the Drainage Basins prior to the damage caused by the Tenant.

5.3 Wetland Areas

- (a) The parties agree that the Landlord is responsible for maintaining and repairing the Wetland Areas within the WSPT Area in accordance with clause 14.3 and the Tenant must contribute to the cost of maintaining and repairing the Wetland Areas within the WSPT Area (**Wetland Cost**) as part of reasonable Outgoings in the proportion that the area of the Land bears to the area of all land within the BRBH and any other improved land receiving the benefit of, or using, the Wetland Areas as determined by the Landlord (acting reasonably) from time to time.
- (b) Without limiting the obligation of the Tenant to reimburse general maintenance and repair costs under clause 5.3(a), if the Tenant and the Tenant's Associates (or either of them) damage the Wetland Areas within the WSPT Area, the Tenant is liable for all reasonable costs of repair works attributable to the rectification of that damage. The Landlord will provide the Tenant with such

information and documentary evidence as the Tenant may reasonably require to evidence the actual expenditure by the Landlord pursuant to this clause.

- (c) The Landlord must use its reasonable endeavours to minimise the costs referred to in clause 5.3(b) to ensure that the amount of those costs is fair and reasonable having regard to the condition of the Wetland Areas prior to the damage caused by the Tenant.

5.4 Batters

- (a) The parties agree that the Landlord is responsible for maintaining and repairing the Batters within the WSPT Area in accordance with clause 14.3 and the Tenant must contribute to the cost of maintaining and repairing the Batters within the WSPT Area (**Batter Cost**) as part of reasonable Outgoings in the proportion that the area of the Land bears to the area all land within the BRBH receiving the benefit of, or using, the Batters as determined by the Landlord (acting reasonably) from time to time.
- (b) Without limiting the obligation of the Tenant to reimburse general maintenance and repair costs under clause 5.4(a), if the Tenant and the Tenant's Associates (or either of them) damage the Batters within the WSPT Area, the Tenant is liable for all reasonable costs of repair works attributable to the rectification of that damage. The Landlord will provide the Tenant with such information and documentary evidence as the Tenant may reasonably require to evidence the actual expenditure by the Landlord pursuant to this clause.
- (c) The Landlord must use its reasonable endeavours to minimise the costs referred to in clause 5.4(b) to ensure that the amount of those costs is fair and reasonable having regard to the condition of the Batters prior to the damage caused by the Tenant.
- (d) The parties agree that if the Landlord has complied with its obligations under clause 5.4(a), that it is not responsible to the Tenant for any loss arising out of the performance or failure of the Batters.

5.5 Outgoings Budget

- (a) The Landlord must use its reasonable endeavours to minimise the Outgoings to ensure that the amount of those costs is fair and reasonable.
- (b) Each Outgoings Year, the Landlord must give the Tenant the Landlord's reasonable estimate of the Outgoings and reasonable details of how the estimate is arrived at.
- (c) The Tenant must pay instalments in advance on each Rent Day on account of Outgoings. Each instalment is the Landlord's estimate of the Outgoings for that Outgoings Year divided by the number of Rent Days in that Outgoings Year.
- (d) The Tenant need not pay for instalments for the first Outgoings Year until the Landlord gives it a notice stating its estimate of the Outgoings for that Outgoings Year.
- (e) In each Outgoings Year after the first, until the Landlord gives the Tenant a notice of the Landlord's estimate for that Outgoings Year, the Tenant must pay on each Rent Day, on account of the Outgoings, an instalment equal to that payable on the previous Rent Day.
- (f) As soon as possible after the end of an Outgoings Year, but no later than 1 month after the end of an Outgoings Year, the Landlord must give the Tenant a notice giving details of the actual Outgoings.
- (g) Within 30 days after the Landlord gives the Tenant a notice of actual Outgoings under clause 5.5(f), the Tenant must pay the Landlord (or the Landlord must credit the Tenant with) the difference between what the Tenant has paid on account of the Outgoings for the Outgoings Year to which the notice applies and what the notice says is payable.

5.6 Apportionment

Outgoings which relate partly to a period before the Commencement Date or after the Termination Date must be apportioned between the Landlord and the Tenant on a daily basis for a 365 day year.

5.7 Minimisation of Outgoings

- (a) The Landlord must use its reasonable endeavours to:
 - (i) ensure that any Outgoings payable by the Tenant under this Lease in respect of the Premises are not more than the amounts payable in relation to comparable land in the BRBH; and
 - (ii) minimise the Outgoings to ensure the amount of the Outgoings is fair and reasonable.
- (b) The Landlord must provide all information reasonably requested by the Tenant in relation to Outgoings.
- (c) The Landlord must:
 - (i) if requested by the Tenant, prepare and submit an application(s); or
 - (ii) permit the Tenant to be involved in any application the Landlord may make; or
 - (iii) support, join in and provide all assistance reasonably required by the Tenant in any applications the Tenant may make,

to any public, municipal or government bodies, authorities or departments in relation to the nature or extent of the rates, charges, levies, assessments, duties, impositions or fees charged by that body, authority or department in relation to the Premises.

5.8 Land Tax

Despite any other provision of this Lease, the parties agree that the Tenant is not responsible for, and is not required to pay Outgoings in relation to, any land tax (including any back dated charges, penalties or fees) charged or payable on the Land in respect of a period prior to the Commencement Date.

6. OTHER CHARGES PAYABLE BY THE TENANT

6.1 Landlord's Costs

To the extent permitted by Law, the Tenant must pay or reimburse:

- (a) the Landlord's reasonable legal costs relating to any dealings connected with this Lease or the Tenant's occupation of the Premises (such as a guarantee, an assignment, or any consent to a mortgage of the Tenant's interest in this Lease);
- (b) the Landlord's costs relating to a breach of this Lease by the Tenant; and
- (c) all registration fees.

6.2 Stamp Duty

The Tenant must pay all stamp duty on this Lease and any documents connected with this Lease or the Tenant's occupation of the Premises or any transaction effected by this Lease.

6.3 Landlord to Complete Registration

- (a) The Landlord must, if a mortgagee's consent is required, promptly obtain the consent of all mortgagees of the Landlord's interest in this Lease.
- (b) The Tenant must:
 - (i) stamp this Lease; and

- (ii) register this Lease.
- (c) The Landlord must do all things reasonably required by the Tenant to assist the Tenant to stamp and register this Lease.

6.4 Interest

- (a) The Tenant must pay interest on any money owing to the Landlord which is not paid on the due date. The interest payable:
 - (i) is to be calculated on daily balances at a rate 2% per annum above the National Australia Bank Limited ABN 12 004 044 937 Business Lending Indicator Base Rate on the date on which the default occurs;
 - (ii) applies from the day after the money should have been paid to the day that the money is actually paid; and
 - (iii) is capitalised on the last day of each month.
- (b) If the basis for calculation of interest payable under clause 6.4(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.

7. TENANT'S REPAIR AND MAINTENANCE OBLIGATIONS

The Tenant must during the Term:

- (a) repair and maintain the Premises, any improvements and all plant and equipment in the Premises to keep them in good order, repair and condition (including any structural and capital repairs and maintenance) having regard to their condition as at the Commencement Date (fair wear and tear excepted);
- (b) repair and maintain the landscaping and other outdoor areas in the Premises to keep them in good order, repair and condition having regard to their condition as at the Commencement Date (fair wear and tear excepted);
- (c) repair and maintain the Tenant's Property in good order, repair (including painting) and condition having regard to their condition as at the Commencement Date (fair wear and tear excepted); and
- (d) without limiting subclause (c) above, Repaint and Redecorate the buildings and other structures on the Premises not less than once every 10 years during the Term. This clause 7(d) will not apply:
 - (i) if agreed by the Landlord (acting reasonably); or
 - (ii) if unnecessary in terms of Repainting because a particular surface was not designed to be painted.

8. CLEANING

The Tenant must keep the Premises clean and tidy.

9. TENANT'S WORKS AND ACTS

9.1 Authority Approvals

The Tenant must obtain any Approvals which are required from Authorities with respect to all works undertaken in the Premises.

9.2 Manner of Performance

The Tenant must carry out the works:

- (a) at its cost;
- (b) in compliance with all Laws and Approvals including its responsibilities as a person conducting a business or undertaking under the WHS Law; and
- (c) in accordance with conditions imposed by any Authority.

9.3 Acts etc of Tenant

- (a) The parties agree that during the Term the Tenant may do anything on, in or in respect of the Premises or the Land that a registered proprietor of the Land is able to do, provided that the Tenant does not do anything that is inconsistent with an express provision in this Lease or any Law.
- (b) The Landlord must execute any consent, application or other such document in relation to the Premises that the Tenant requests, where such consent, application or other such document is required from the Landlord as owner to enable the Tenant to deal with the Premises. Despite the previous sentence, the parties agree that the Landlord is not required to execute any consent, application or other document that is inconsistent with any express provision of this Lease. The Tenant must pay the Landlord's reasonable legal and other costs of complying with this clause 9.3(b) and must keep the Landlord indemnified against all liability or loss of any kind which the Landlord may suffer or incur in connection with any such consent, application or other document.
- (c) During the Term, the Tenant may undertake any alterations, additions or redevelopment works to the Premises or the Land from time to time, provided:
 - (i) the Tenant complies with all relevant Laws and requirements of relevant Authorities; and
 - (ii) in the case of works over the Threshold only, the Tenant obtains the Landlord's consent to the works (such consent not to be unreasonably withheld or delayed). In this paragraph (ii), "Threshold" means [REDACTED] as at the Commencement Date, escalating by [REDACTED] on each anniversary of the Commencement Date.

10. TENANT'S OBLIGATIONS AT THE END OF THE TERM

10.1 Reinstatement and reversion

- (a) At the expiration of the Term or within 7 days after the sooner determination of this Lease, the Tenant must surrender and yield up the Premises and the Tenant's Fixtures in a clean, tidy and in a state of repair and condition as at the Commencement Date having regard to fair wear and tear and the age of the improvements.
- (b) The parties agree that ownership of the Tenant's Fixtures will revert to the Landlord at expiration or sooner determination of the Term.
- (c) Despite clause 10.1(a), the parties agree that the Tenant is not required to repair any Services or carry out any structural or capital works on the expiration or sooner determination of the Term. However, the Tenant must leave the Premises in a safe condition.
- (d) Despite clause 10.1(a), in the event underground fuel tanks have been installed on the Premises during the Term (whether by the Tenant or its predecessor in title under this Lease) and unless otherwise agreed by the Landlord, the Tenant must remove the underground fuel tanks and make good any damage caused by the installation or removal of the underground fuel tanks.

10.2 Removal of Tenant's Fittings

Unless otherwise agreed between the parties, on or before the expiration of the Term or within 7 days of the sooner determination of this Lease, the Tenant must take, remove and carry away from the Premises the Tenant's Fittings and immediately make good any damage caused to the Premises in so doing.

10.3 Tenant's Fittings

If the Tenant does not remove part or all of the Tenant's Fittings as required by this clause 10, any items which are not removed become the property of the Landlord. The Landlord may retain those items or may remove them and charge the Tenant the cost of removal and of repairing damage done to the Premises.

10.4 Ownership

Other than as required by Law, the parties acknowledge that all improvements and works which are Tenant's Fixtures:

- (a) are owned by the Tenant until the expiration of the Term or sooner determination of this Lease; and
- (b) will transfer to, and be owned by, the owner for the time being of the Land on and from the earlier of the date of expiration of the Term or sooner determination of this Lease.

10.5 Inspection at End of Term

The Landlord may by notice in writing require the Tenant to participate in a joint inspection of the Premises within 14 days after the Tenant vacates the Premises in order to ensure the removal of the Tenant's Fittings and reinstatement of the Premises and the Tenant's Fixtures are in accordance with this Lease. The Tenant must participate in and co-operate with any joint inspection.

10.6 Contamination

At the expiration of the Term or within 7 days after the sooner determination of this Lease, the Tenant must ensure it has complied with its obligations under clause 11.6(f).

11. TENANT'S ADDITIONAL OBLIGATIONS

11.1 Use of Premises

The Tenant must:

- (a) not use the Premises other than for the Permitted Use;
- (b) comply with all applicable Laws to the extent that such requirements relate to the Premises or the Land or the use or occupation of the Premises or the Land including:
 - (i) the State Environmental Planning Policy (Western Sydney Parklands) 2009;
 - (ii) the plan of management for the Land or the Premises that the Landlord has prepared and established for the BRBH, a copy of which is attached at Exhibit 1 (to the extent that plan is still in place);
 - (iii) the relevant development approval in respect of the Land and improvements on the Land; and
 - (iv) the WSPT Act.

11.2 Security

The Tenant must secure the Land and the Premises, and must keep the Land and the Premises secured during the Term.

11.3 Acknowledgments

The Tenant acknowledges that:

- (a) it has made its own investigations as to the suitability of the Premises for the Tenant's business;
- (b) it is aware of all prohibitions and restrictions applying to the Premises under the requirements and orders of all Authorities and all Laws;
- (c) the Landlord does not warrant that the Premises is or will during the Term be structurally or otherwise suitable for the business of the Tenant or the Tenant's Associates; and
- (d) the Landlord will have no responsibility or liability whatsoever to the Tenant in relation to any buildings or other improvements or Tenant's Fixtures forming part of the Premises from time to time.

11.4 Statutory Requirements

- (a) The Tenant must:
 - (i) comply with any Law which affects the Premises and any notice or order of an Authority whether the Law, notice or order imposes requirements on the Landlord or on the Tenant;
 - (ii) obtain and keep current all permits and licences required for the Tenant's business at the Premises;
 - (iii) comply with the terms of any positive covenant or restriction on use relevant to an on-site water detention system installed on or under the Premises.
- (b) Notwithstanding any other provision of this Lease, the Landlord must exercise its power under the WSPT Act and the relevant regulations insofar as they relate to this Lease or the Tenant's rights under this Lease independently and objectively and without regard to the Landlord's interests and rights as landlord under this Lease.
- (c) If there is any inconsistency between any term, condition or covenant in this Lease and the WSPT Act and relevant regulations, then the WSPT Act and relevant regulations prevail to the extent of the inconsistency.

11.5 Insurance

- (a) The Tenant must have current insurance for all of the following:
 - (i) public liability for \$20 million per claim or such other amount as the Landlord requires acting reasonably; and
 - (ii) building insurance in respect of the Premises, including the Tenant's Property for the usual risks and for its full replacement value.
- (b) The policies must cover claims in connection with this Lease. The Tenant must provide the Landlord with evidence of currency of the relevant insurances when requested by the Landlord and must notify the Landlord if the policies are varied.
- (c) The Tenant must not at any time during the Term do or omit to do or permit to be done or be omitted anything whereby any policy of the Tenant may be cancelled, vitiated, rendered void or voidable, adversely affected or limited in any respect.
- (d) The requirements of clauses 11.5(a) and 11.5(b) will be deemed to be fully satisfied by the Tenant where the Tenant self-insures. The Tenant will only be permitted to self-insure if the following conditions are satisfied:

- (i) The Tenant must have net assets of not less than [REDACTED]. The figure of [REDACTED] will increase by [REDACTED] on each [REDACTED] of the Commencement Date.
 - (ii) The Tenant must provide a certificate from a registered company auditor, prepared in accordance with generally accepted accounting principles, by 30 September in each year which confirms that the requirements of clause 11.5(d)(i) are satisfied.
 - (iii) The Tenant must provide the Landlord when requested by the Landlord a certificate from a registered company auditor to the effect that the Tenant's contingent liabilities for self-insurable risks have been properly provided for in the accounts of the Tenant in accordance with current accounting standards applicable to self-insured liabilities.
- (e) If any of the conditions provided for in clauses 11.5(d), (ii) or (iii) are at any time not satisfied, the Tenant must immediately take out the insurance provided for in this clause 11.5 with an external insurer, in which case the Tenant must provide the Landlord with evidence of such insurance cover when requested by the Landlord.
- (f) The provisions of clauses 11.5(a) and 11.5(b) will be deemed fully complied with by the Tenant where:
- (i) the Tenant's global insurance policy includes the insurances required under clauses 11.5(a) and 11.5(b); and
 - (ii) a certificate of currency to that effect is provided to the Landlord once in every year in the Term if the Landlord asks for it.

11.6 Environmental Requirements

- (a) Subject to clause 11.6(b), the Tenant accepts the Premises in its existing state and condition as at the Commencement Date.
- (b) The Tenant:
- (i) accepts any Contamination existing in or on the Land as at the Commencement Date;
 - (ii) agrees that, to the extent that any activity by the Tenant on the Land requires remediation of any existing contamination, such remediation works will be carried out only with the consent of the Landlord (not to be unreasonably withheld or delayed) and at the cost and risk of the Tenant; and
 - (iii) releases the Landlord from any liability in respect of any Contamination existing in or on the Land or Premises after the Commencement Date except to the extent that such Contamination is caused or contributed to by Landlord or the Landlord's Agents after the Commencement Date.
- (c) The Tenant is responsible for the remediation and management of Contamination existing in or on the Premises after the Commencement Date, except to the extent such Contamination:
- (i) is caused or contributed to by Landlord or the Landlord's Agents; or
 - (ii) emanates from adjoining land and is not caused by the Tenant.
- Any remediation works carried out by the Tenant will be:
- (iii) subject to the consent of the Landlord (which must not be unreasonably withheld or delayed); and
 - (iv) at the Tenant's cost.

- (d) Clauses 11.6(b) and 11.6(c) also apply to any Contamination leaching from the Land onto adjoining land but only to the extent the leaching is caused or contributed to by the Tenant or the Tenant's Associates.
- (e) During the Term, the Tenant must use reasonable endeavours not to cause or perform or allow any activity which may result in or cause or contribute to:
 - (i) any Contamination on, in or emanating from the Premises; or
 - (ii) exacerbate or add to any pre-existing Contamination on, in or emanating from the Premises.
- (f) At the expiration of the Term or within a reasonable time after the sooner determination of this Lease, the Tenant must remediate any Contamination existing in or on the Land to a standard suitable for commercial and industrial use except to the extent such Contamination:
 - (i) is caused or contributed to by Landlord or the Landlord's Agents after the Commencement Date; or
 - (ii) emanates from adjoining land and is not caused by the Tenant.
- (g) At the expiration of the Term or after the sooner determination of this Lease, the Landlord may require the Tenant to provide evidence of compliance with its obligations under clause 11.6(g) in the form of a certification of a type approved by the Landlord (acting reasonably) and addressed to the Landlord from a suitably qualified environmental consultant approved by the Landlord (acting reasonably) certifying that the Land is suitable for commercial and industrial use without the need for any further remediation or management works (unless the certification cannot be obtained due to any Contamination referred to in clauses 11.6(f)(i) or 11.6(f)(ii).

11.7 **Tenant's additional obligations**

The Tenant must:

- (a) comply on time with all Laws and the requirements of Authorities in connection with the Premises, the Tenant's business, the Tenant's Property and the use or occupation of the Premises, including works or costs of a structural or capital nature;
- (b) comply with all Australian standards in connection with the Tenant's business;
- (c) comply with the Landlord's obligations to obtain a statement in relation to each essential fire or other safety measure implemented in the Premises as required by the *Local Government Act 1993* (NSW) ("**Act**") and the regulations thereunder within a reasonable time (having regard to the requirements of the Act and of the Authority administering the Act) and the Tenant, on being required by the Landlord to do so, must at the cost of the Tenant carry out such works and do such things as are necessary to enable the Landlord to obtain the statement and to comply with the Landlord's obligations under the Act; and
- (d) promptly forward to the Landlord copies of all notices received from any Authority which require the carrying out of any works on the Premises or which relate to non-compliance with any Law in relation to the Premises.

11.8 **Not used**

11.9 **Other works**

The Tenant must not make any objection or take any action, and the Landlord is not liable, in respect of the carrying out of any works (including any infrastructure works) by the Developer on the land known as the BRBH (as at the date of this Lease) during the initial development of that land by the Developer.

11.10 Tenant warranties

- (a) The Tenant warrants and covenants to the Landlord that:
 - (i) it has power to enter into and observe its obligations under this Lease and all documents and transactions contemplated by this Lease;
 - (ii) it has in full force and effect any authorisation necessary under its constituent documents to accept this Lease and observe obligations under this Lease and allow this Lease to be enforced against it;
 - (iii) its obligations under this Lease are valid and binding and are enforceable against it in accordance with their terms;
 - (iv) this Lease and the transactions contemplated under it do not contravene its constituent documents or any Law, regulation or official directive or any of its obligations or undertakings by which it or any of its assets are bound to cause a limitation on its powers; and
 - (v) except as provided in clause 19, it does not hold its interest under this Lease as a trustee.
- (b) The Tenant must keep the Landlord indemnified against all liability or loss of any kind which the Landlord suffers or incurs as a result of a breach of the warranties and covenants set out in paragraph (a) and the Tenant acknowledges that the Landlord will suffer loss.

12. RELEASE AND INDEMNITY BY THE TENANT

12.1 Release

- (a) The Tenant occupies and uses the Premises at the Tenant's own risk.
- (b) To the fullest extent permitted by Law, the Tenant releases the Landlord from all claims in relation to loss, damage or injury suffered by the Tenant or the Tenant's Associates arising from their use or occupation of the Premises except to the extent contributed to by the act, omission or negligence of the Landlord or the Landlord's Agents.

12.2 Indemnity

Without limiting clause 12.1, the Tenant must keep the Landlord and the Landlord's Agents indemnified against all liability or loss of any kind (whether relating to death or injury to any person, any damage to any property or any other loss, expense or damage) which the Landlord or the Landlord's Agents may suffer or incur to the extent caused by a breach of this Lease by the Tenant, or by the occupation or use of, or access to, the Premises by the Tenant or the Tenant's Associates, except to the extent contributed to by the act, omission or negligence of the Landlord or the Landlord's Agents.

13. DEALINGS WITH THE PREMISES

13.1 Prohibited dealings

- (a) The Tenant must not assign or dispose of any right, interest, duty or obligation under this Lease to any person, firm or corporation.
- (b) Despite clause 13.1(a), the Tenant may sublet or sublicense, provided that:
 - (i) the Tenant provides notice in writing of its intention to sublet or sublicense to the Landlord including details of the sublease or sublicense;
 - (ii) the sublease or sublicense expires prior to the expiry date of this Lease; and
 - (iii) the Tenant does not grant subleases to more than a total of three subtenants at any one time, unless the Tenant first obtains the Landlord's consent to the additional subleases and

licensees. The Landlord must not unreasonably withhold its consent under this clause 13.1(b)(iii) and must take into consideration the relevant market use requirements at the time of the Tenant's request for consent.

(c)

- (i) If any sublease contains a provision requiring the sublessee to pay to the Tenant or an affiliate of the Tenant a premium in lieu of annual rent or rent in advance, the sublease must require the sublessee to pay annual rent, in addition to any premium or rent in advance, of not less than the amount calculated in accordance with clause 13.1(c)(ii).
- (ii) For the purpose of clause 13.1(c)(i), the amount will be calculated using the following formula:

$$\text{Sublease rent} = R \times \frac{A}{B}$$

Where:

- R = the rent payable in the year of this Lease in which the sublease is entered into;
- A = the gross floor area subleased pursuant to the sublease; and
- B = the total gross floor area leased pursuant to this Lease.

- (iii) In this clause 13.1(c), references to sublease include licence and references to rent include licence fees.

- (d) The Tenant must provide the Landlord with a list of subtenants and licensees in respect of the Premises on each anniversary of the Commencement Date.
- (e) For the purpose of this clause 13.1, the following will not be considered to be subletting but will be considered to be an assignment prohibited under clause 13.1(a) - If the Tenant sublets the whole of the Premises for the balance of the Term.

13.2 Transfer conditions

- (a) An assignment of the Tenant's interest under this Lease shall be deemed not to be a breach of clause 13.1(a) if:
 - (i) the Tenant has given the Landlord at least one month's notice in writing of the proposed assignment together with details of the parties and a copy of all proposed documentation and all other relevant information; and
 - (ii) the Tenant is not in default under this Lease (of which it has notice), unless the default is waived by the Landlord; and
 - (iii) the Tenant establishes to the Landlord's reasonable satisfaction that any proposed assignee meets each of the Assignment Tests; and
 - (iv) the Landlord, Tenant, assignee and any guarantor of the proposed assignee (if applicable) enter into a deed in the form reasonably required by the Landlord and Tenant under which (amongst other things):
 - (A) the assignee agrees to perform all of the Tenant's express and implied obligations under this Lease from the date of assignment, and (if applicable) the proposed guarantor agrees to guarantee the proposed assignee's obligations from the date of assignment in accordance with clause 18 of this Lease;

- (B) the Tenant and any Guarantor releases the Landlord from all obligations under this Lease from the date of assignment except in respect of any claim(s) that have arisen before the date of assignment;
 - (C) the Landlord releases the Tenant and any Guarantor from all of the Tenant's obligations under this Lease or such guarantee from the date of assignment except in respect of any claim(s) that have arisen before the date of assignment;
 - (D) despite paragraph (C), if there is an assignment of the Tenant's rights or obligations under this Lease to a Related Body Corporate of the Tenant and the Tenant does not satisfy the condition in clause 13.2(a)(iii), the Tenant and any Guarantor acknowledge that they are not released from their obligations under this Lease or such guarantee as a result of such assignment; and
 - (E) the assignee's and its guarantor's (if applicable) limitation of liability clause is included, provided that the limitation of liability includes warranties by the assignee and guarantor (if applicable) in their capacity as trustee, responsible entity or custodian of the assignee and guarantor (if applicable) that it is the holder of the assets of the relevant trust, that (in the case of the assignee) its interest in this Lease and in the Premises will be assets of the relevant trust and that the assignee and its guarantor (if applicable) is and will be entitled to be indemnified out of the assets of the relevant trust in relation to its obligations under or in relation to this Lease (but subject to the usual exclusions).
- (b) Despite the provisions of clause 13.2(a):
- (i) the Tenant need not satisfy the condition in clause 13.2(a)(iii) in relation to an assignment of the Tenant's rights or obligations under this Lease to a Related Body Corporate of the Tenant (including in relation to a solvent reconstruction); and
 - (ii) if the condition in clause 13.2(a)(iii) is not satisfied, such assignment shall not release or diminish the obligations of the Tenant or any Guarantor under this Lease.
- (c) The parties agree that if the Tenant:
- (i) elects to satisfy clause 13.2(a)(iii) in relation to a proposed assignment to a Related Body Corporate of the Tenant (including in relation to a solvent reconstruction); and
 - (ii) satisfies clause 13.2(a)(iii) in respect of such assignment,
- then clause 13.2(b) does not apply in respect of such assignment.
- (d) The Landlord must execute the deed referred to in clause 13.2(a)(iv) in a timely manner.
- (e) If clause 13.2(b) does not apply, the Landlord releases the Tenant and any Guarantor from all obligations under this Lease from the date of the assignment except in respect of any claim(s) that have arisen before the date of assignment.

13.3 Change in Control - Tenant

If there is a proposed change in Control of the Tenant and the Tenant is not:

- (a) a company; or
- (b) a trustee, responsible entity or custodian of a unit trust,

that is listed on the Australian Stock Exchange or any other recognised stock exchange, then:

- (c) that proposed change in Control is treated as a proposed assignment of this Lease to an incoming tenant;

- (d) the person or entity proposed to acquire Control is treated as an incoming tenant; and
- (e) clause 13.2 applies.

13.4 Landlord may not alienate

- (a) The Landlord must not:
 - (i) sell, assign, concurrently lease or transfer its interest in the Land or this Lease; or
 - (ii) do anything which is analogous or in substitution of a sale, assignment or transfer referred to in clause 13.4(a)(i).
- (b) Clause 13.4(a) will not apply in relation to any transfer to any government or statutory authority, or any transfer effected by any statute, provided that in the case of a transfer to any government or statutory authority which is not effected by statute, the Landlord procures the proposed new registered proprietor to enter into a deed with the Tenant assuming the Landlord's obligations under this Lease and covenanting to comply with the Landlord's obligations under this Lease from the date of transfer. Any such deed will include covenants by the Tenant to perform the Tenant's obligations under this Lease and covenants by any Guarantor to perform the Guarantor's obligations in relation to this Lease for the benefit of the transferee, from the date of transfer, and a release of the Landlord's obligations under this Lease, and the Tenant must enter into any such deed, and must procure that any Guarantor enters into any such deed when requested to do so.
- (c) The Landlord must not:
 - (i) create or allow to exist a mortgage, security agreement, bill of sale, charge, lien or pledge or Security Interest over any or all of the Land or this Lease; or
 - (ii) do anything which is analogous or in substitution of the items described in clause 13.4(c)(i).
- (d) The deed in clause 13.4(b) must also include the Tenant and Guarantor's (if applicable) limitation of liability clause, provided that the limitation of liability includes warranties by the Tenant and Guarantor (if applicable) in their capacity as trustee, responsible entity or custodian of the Tenant and Guarantor (if applicable) that it is the holder of the assets of the relevant trust, that (in the case of the Tenant) its interest in this Lease and in the Premises will be assets of the relevant trust and that the Tenant and the Guarantor is and will be entitled to be indemnified out of the assets of the relevant trust in relation to its obligations under or in relation to this Lease (but subject to the usual exclusions).

13.5 Multi-party side deed

- (a) The parties acknowledge that the Tenant may (and is entitled to) grant a security interest (including a Security Interest) over its rights under this Lease to its financier or financiers.
- (b) If requested by the Tenant, the parties must enter into a deed or deeds with the Tenant and the Tenant's financier in a form reasonably required by the Tenant's financier ("**Multi-party Side Deed**").
- (c) The Multi-Party Side Deed referred to in clause 13.5(b) above will generally be consistent with the principles contained in Schedule 1 or must otherwise be on terms reasonably acceptable to the parties.
- (d) The parties agree to act reasonably and in good faith in relation to things requested by the Tenant or their respective financier or financiers, including the negotiation and execution of a Multi-Party Side Deed. Without limiting the previous sentence, the Landlord accepts that the Tenant's financier may have requirements that are different to the principles contained in

Schedule 1 (including the financier's form of Multi-Party Side Deed), and the Landlord must act reasonably and in good faith in relation to the financier's requirements.

- (e) The Tenant must pay the Landlord's reasonable legal costs in relation to the Multi-Party Side Deed.

14. LANDLORD'S OBLIGATIONS

14.1 Quiet Enjoyment

The Tenant may use and occupy the Premises without being interrupted by the Landlord except where this Lease permits the interruption.

14.2 Services

- (a) The Landlord must use reasonable endeavours to ensure that any Services which are directly controlled by the Landlord and which are normally supplied to the Premises are not interrupted, except for routine repairs and maintenance, or matters beyond the reasonable control of the Landlord.
- (b) The Tenant cannot terminate this Lease and does not have any right of abatement of Rent or of any other amount payable under this Lease by reason of any non-supply or interruption of Services.

14.3 Drainage Basins, Wetland Areas and Batters

The Landlord must, during the Term, repair, maintain, replace or reinstate the Drainage Basins, Wetland Areas and Batters within the WSPT Area in order to keep the Drainage Basins, Wetland Areas and Batters within the WSPT Area in good order, repair and condition having regard to their condition as at the Commencement Date subject to fair wear and tear.

14.4 Landlord not to act

During the Term, the Landlord must not do anything on, in or in respect of the Premises or the Land unless such act or omission is the subject of an express provision in this Lease or is required by Law.

14.5 Change in law

If there is a change in any Law during the Term which affects the rights or obligations of the Landlord or the Tenant under this Lease, the Landlord and Tenant agree to co-operate and act in good faith in order to reach a solution in respect of the rights or obligations affected.

15. LANDLORD'S RIGHTS

15.1 Landlord's Proprietary Reservations

The Landlord reserves the right to appoint agents to exercise some or all of its rights and perform some or all of its duties under this Lease.

15.2 Landlord's Right to Enter

The Landlord may enter the Premises at any time after giving 24 hours' notice to:

- (a) inspect the Premises;
- (b) perform any obligation of the Tenant which the Tenant has failed to perform,

and in so doing must minimise interference to the Tenant and must comply with the Tenant's reasonable directions.

In an emergency the Landlord may enter the Premises at any time without giving notice.

15.3 Landlord May Perform Tenant's Obligations

The Landlord may perform an obligation of the Tenant which the Tenant has failed to perform. If the Landlord does so the Tenant must reimburse the Landlord for the costs incurred by the Landlord. The Landlord must generally give the Tenant reasonable notice before acting under this provision, but where the Landlord reasonably believes immediate action is required no notice need be given.

15.4 Easements

- (a) Where reasonably requested by the Tenant, the Landlord must grant easements and covenants on terms reasonably required by the Tenant:
 - (i) for access over relevant roads (unless the road is dedicated); and
 - (ii) for use of infrastructure necessary for Services to or in the Premises (unless subject to a reserve), including in relation to the Drainage Basins, Wetland Areas and Batters.
- (b) The Landlord must use reasonable endeavours to procure registration of the easements and covenants referred to in clause 15.4(a) as soon as reasonably practicable after the Tenant's request. The Tenant and the Landlord must execute all documentation and do all things reasonably required to enable the Landlord to register the easements and covenants referred to in this clause including, without limitation, promptly executing any consents, forms, applications or plans. The Tenant must pay the Landlord's legal costs and expenses of negotiating, finalising and registering any additional easements and covenants requested by the Tenant and granted pursuant to this clause.

16. DEFAULT

16.1 Termination Events

- (a) A Termination Event - Rent occurs if:
 - (i) the Tenant fails to pay Rent under clause 3.1 and/or Outgoings in accordance with clause 5.1 in accordance this Lease;
 - (ii) the Landlord gives written notice to the Tenant in respect of such breach and demanding the Tenant to pay the Rent and/or Outgoings;
 - (iii) the Tenant fails to pay the Rent or Outgoings within 30 days of the date of the Landlord's notice under this clause 16.1(a)(ii);
 - (iv) the Landlord gives further written notice to the Tenant in respect of such breach and giving notice of its intention to terminate if the Tenant fails to pay the Rent and/or Outgoings; and
 - (v) the Tenant fails to pay the Rent and/or Outgoings within 30 days of the Landlord's notice under clause 16.1(a)(iv).
- (b) A Termination Event - Not Rent occurs if
 - (i) the Tenant fails to comply with clause 11.5 in relation to insurance; or
 - (ii) the Tenant fails to comply with clause 13.1 in relation to prohibited dealings; and
 - (iii) the Landlord gives written notice to the Tenant in respect of such breach and demanding that the Tenant rectify such breach; and
 - (iv) the Tenant fails to rectify such breach within 60 days of the date of the Landlord's notice under this clause 16.1(b).

16.2 Landlord's Rights for a Termination Event

- (a) If:
- (i) there is a Termination Event - Rent; and
 - (ii) the Landlord gives written notice to the Tenant of its intention to terminate and demands payment of the Rent referred to in clause 16.1(a); and
 - (iii) the Tenant fails to pay the Rent within 30 days of the date of the Landlord's notice under clause 16.2(a)(ii),

then the Landlord may re-enter and terminate this Lease with written notice to the Tenant.

- (b) If:
- (i) there is a Termination Event – Not Rent; and
 - (ii) the Landlord gives written notice to the Tenant of its intention to terminate and demands rectification of the breach referred to in clause 16.1(b) (or if the breach cannot be remedied, payment of an amount of compensation determined by the Landlord (acting reasonably) for such breach); and
 - (iii) the Tenant fails to remedy the breach (or if the breach cannot be remedied fails to pay the compensation demanded by the Landlord in respect of that breach) within 60 days of the date of the Landlord's notice under clause 16.2(b)(ii),

then the Landlord may re-enter and terminate this Lease with written notice to the Tenant.

16.3 Dispute

Despite clauses 16.1 and 16.2, the Landlord may not re-enter and terminate the Lease if a matter relevant to the termination is in dispute and the dispute has not been determined under clause 20.

16.4 No other right to terminate

Despite any Law to the contrary, no party may terminate this Lease other than in accordance with this clause 16 or clause 17.

16.5 No limitation on other claims

This clause 16 does not limit or otherwise affect any other claim that the Landlord may have against the Tenant for breach of this Lease.

16.6 Landlords entitlement to damages

If the Tenant breaches an essential term of this Lease or any other provision of this Lease, the Tenant must compensate the Landlord for the loss or damage suffered by the Landlord as a consequence of such breach. The compensation payable by the Tenant under this clause 16.6 extends to the loss or damage suffered by the Landlord before and after termination of this Lease.

17. DAMAGE OR DESTRUCTION

17.1 No Reduction in Moneys Payable

For the avoidance of doubt, if the whole or a substantial part of the Premises is damaged or destroyed so that the Tenant's access to or ability to use the Premises is lost or restricted, Rent and other amounts payable by the Tenant under this Lease do not abate and the Tenant cannot terminate this Lease.

17.2 Tenants obligation

- (a) Subject to clause 17.3, if the whole or any substantial part of the Premises is damaged or destroyed:
 - (i) the Tenant must remove debris and rubble on the Land and do all things reasonably required by Law to make the Land safe;
 - (ii) if the sub-tenant or sub-tenants at the time of the damage or the destruction is no longer the sub-tenant or sub-tenants, the Tenant must use reasonable endeavours to source a pre-commitment from a sub-tenant or sub-tenants; and
 - (iii) if a pre-commitment from a sub-tenant or sub-tenants is secured, the Tenant must use reasonable endeavours to build a new building or other premises on the Land as agreed with a sub tenant or sub-tenants, subject to clause 9.3(c)(ii).
- (b) If the Tenant has not commenced works to rebuild the new premises in accordance with clauses 17.2(a)(ii) and 17.2(a)(iii) within a reasonable period after the date of the damage or destruction, the Tenant must landscape the Land and maintain it in a reasonably presentable condition for re-letting.

17.3 Damage or destruction – last 27 years

- (a) If the whole or any substantial part of the Premises is damaged or destroyed during the last 27 years of the Term, the Tenant:
 - (i) is not obliged to comply with the provisions of clause 17.2;
 - (ii) must remove debris and rubble on the Land and do all things reasonably required by Law to make the Land safe;
 - (iii) must within a reasonable period after the date of the damage or destruction, landscape the Land and maintain it in a reasonably presentable condition at the Tenant's cost; and
 - (iv) may rebuild or reinstate the whole or a substantial part of the Premises.
- (b) If the whole or any part of the Premises is damaged or destroyed during the last 27 years of the Term, the Tenant must notify the Landlord if the Tenant elects not to rebuild or reinstate the whole or a substantial part of the Premises within 12 months of the date of the damage. Despite any other provision of this Lease, this Lease will be terminated upon the later of:
 - (i) the date of the Tenant's notice to the Landlord in accordance with this clause 17.3(b); and
 - (ii) the date the Tenant reasonably notifies the Landlord that it has satisfied clauses 17.3(a)(ii) and 17.3(a)(iii).

No liability attaches to any party as a result of termination under this clause, but the termination does not prejudice the Landlord's and the Tenant's rights in respect of any prior breach or matter.

18. GUARANTOR'S OBLIGATIONS

18.1 Liability of Guarantor

In consideration of the Landlord entering this Lease at the Guarantor's request, the Guarantor:

- (a) unconditionally guarantees to the Landlord the punctual performance by the Tenant of the Tenant's obligations under this Lease;
- (b) must keep the Landlord indemnified against all loss or damage incurred by the Landlord as a result of the Tenant breaching this Lease; and

- (c) must keep the Landlord indemnified against all loss or damage incurred by the Landlord resulting from a trustee in bankruptcy or a liquidator of the Tenant disclaiming this Lease or from this Lease being unenforceable against the Tenant for some other reason.

18.2 Liability of Guarantor Not Affected

The Guarantor is liable, even if:

- (a) one or more of the Guarantor dies;
- (b) the Landlord gives any extension of time or any other indulgence to the Tenant or any Guarantor;
- (c) this Lease is varied, assigned or extended;
- (d) this Lease is not or cannot be registered at the LPI;
- (e) the Tenant grants a sub-lease, a licence or any other right to occupation;
- (f) the Land is sold by the Landlord; or
- (g) the Landlord releases the Tenant or any Guarantor.

18.3 Bankruptcy or Liquidation of the Tenant

The Guarantor agrees that:

- (a) the Landlord may retain all money received including dividends from the Tenant's bankrupt estate, and may allow the Guarantor a reduction in its liability under this guarantee only to the extent of the amount received;
- (b) the Guarantor must not seek to recover money from the Tenant to reimburse the Guarantor for payments made to the Landlord until the Landlord has been paid in full;
- (c) the Guarantor must not prove in the bankruptcy or winding up of the Tenant for any amount which the Landlord has demanded from the Guarantor; and
- (d) the Guarantor must pay the Landlord all money which the Landlord refunds to the Tenant's liquidator or trustee in bankruptcy as preferential payments received from the Tenant.

18.4 Purpose

The Guarantor is a party to this Lease solely for the purpose of this clause 18.

18.5 Survival

The obligations of the Guarantor under this clause 18 survive the expiry or earlier termination of this Lease.

18.6 Guarantor may not transfer

The Guarantor may not transfer or otherwise dispose of its obligations under this clause 18.

19. TRUST PROVISIONS

[#Insert relevant trustee limitation of liability and warranty provisions for Tenant.]

20. DISPUTE RESOLUTION

20.1 Notification

If a dispute arises out of or in connection with this Lease (other than arising out of a notice served by the Landlord under clause 16.1(a) or the breach by the Tenant of an essential term of the Lease), each party must (except in any proceedings for equitable relief, in which case this clause 20.1 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.

20.2 The reply

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

20.3 The dispute

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

20.4 Compulsory CEO conference

Upon a dispute being deemed to exist under clause 20.3, 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 20.5.

20.5 Expert

- (a) If the parties fail to resolve the dispute in accordance with clause 20.4, 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 Institute of Arbitrators and Mediators, New South Wales Chapter. Either party may approach the President of the Australian Institute of Arbitrators and Mediators, 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 Institute of Arbitrators and Mediators for that purposes, or if there is no such form of agreement, then in such form as may be reasonable required by the Expert.
- (c) Upon the Expert being appointed under clause 20.5(a) and accepting the appointment, the parties must direct the Expert to make a determination in relation to the dispute 14 days of the appointment.
- (d) The parties may make submission to the Expert.
- (e) The Expert must act and make a decision acting as an expert and not as an arbitrator and in accordance with the law of New South Wales.
- (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 parties.
- (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 20.

21. MISCELLANEOUS

21.1 Waiver and Variation

A provision of or a right created under this Lease may not be waived or varied except in writing signed by the parties.

21.2 Remedies Cumulative

The rights, powers and remedies provided in this Lease are cumulative with and not exclusive of the rights, powers or remedies provided by Law independently of this Lease.

21.3 Further Assurances

Each party must at its own expense:

- (a) execute and cause its successors to execute documents and do everything else necessary or appropriate to bind the parties and their respective successors under this Lease; and
- (b) use reasonable endeavours to cause relevant third parties to do likewise to bind every person intended to be bound under this Lease,

provided that by complying with any request the rights and obligations of either party under this Lease shall not be prejudiced.

21.4 Execution of applications, etc

The Landlord must reasonably co-operate with and assist the Tenant in obtaining all Approvals at the Tenant's cost (including reasonable costs for time spent assisting the Tenant) for any thing which the Tenant is permitted to do under this Lease (including any thing which the Tenant is permitted to do with the Landlord's consent, provided that consent has been given by the Landlord), including promptly executing each application for an Approval upon request by the Tenant.

21.5 Where Approval is Sought

Whenever this Lease requires the Tenant to seek the consent or approval of the Landlord then unless this Lease expressly provides to the contrary, the Landlord may:

- (a) withhold the consent or approval; or
- (b) impose conditions on the consent or approval,

entirely at its discretion.

Unless otherwise expressed to the contrary in this Lease, the Tenant must pay all reasonable costs incurred by the Landlord and their respective consultants in considering all applications for approval.

21.6 Form of Notices and Approvals

Notices and approvals required by this Lease must be:

- (a) in writing; and
- (b) signed by an authorised representative of the party giving the notice or approval.

21.7 Address for Notices

- (a) Notices must be left at or posted to the address or sent to the facsimile number or sent to the email address of the parties set out in the reference schedule.
- (b) A party may change its address or number for service or email address by giving notice to the other parties.
- (c) Notices to the Tenant may also be posted to or left at the Premises.

21.8 Time of Service of Notices

A notice is deemed to be given:

- (a) if sent by post, on the second Business Day after posting;
- (b) if sent by facsimile, at the time it is transmitted so long as the sending party's transmission confirmation report is available and confirms the transmission; and

- (c) if sent by email, 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.

21.9 Exclusion of Warranties

This lease contains the entire agreement between the parties relating to its subject matter. The parties agree that no other promise, undertaking, representation or warranty has been given by a party to any other party.

21.10 Time of the Essence for Tenant's Obligations

Wherever a time is specified in this Lease for the Tenant to perform any act, time is of the essence and remains so notwithstanding any delay or inactivity on the part of the Landlord.

21.11 Obligations of Tenant's Associates

- (a) The Tenant must ensure that:
 - (i) the Tenant's Associates (not including sublessees) do or do not do the acts or things the Tenant is obliged by this Lease to do or not do; and
 - (ii) the Tenant's sublessees do or do not do the acts or things the Tenant is obliged by this Lease not to do.
- (b) The Landlord must ensure that Landlord's Agents do or do not do the acts or things the Landlord is obliged by this Lease to do or not do.

21.12 Exclusion of statutory provisions

In this Lease:

- (a) the covenants, powers and provisions implied in leases by virtue of sections 84, 84A, 85, 86, 133B of the *Conveyancing Act 1919* (NSW) do not apply; and
- (b) words used in any of the forms of words in the first column of part 2 of schedule 4 of the *Conveyancing Act 1919* (NSW) do not imply a covenant under section 86 of the Act.

21.13 Notice of breach

The Tenant must not take action against the Landlord for breach by the Landlord of any obligation under this Lease unless:

- (a) the Tenant notifies the Landlord of the breach; and
- (b) the Landlord fails to remedy the breach within a reasonable time after the date of the Tenant's notice.

22. INTERPRETATION

22.1 General

In this Lease:

- (a) headings must be ignored for interpretation purposes;
- (b) an obligation of two or more persons binds them jointly and severally;
- (c) a reference to:
 - (i) a body whose functions have become exercisable by another body is a reference to the latter body;

- (ii) an Act of Parliament includes that Act as amended or replaced and all regulations made under it;
 - (iii) a person includes the person's legal personal representatives and successors at Law;
 - (iv) a month is a reference to a calendar month;
 - (v) a clause is a reference to a clause of this Lease;
 - (vi) an item is a reference to an item of the reference schedule;
 - (vii) any thing is a reference to the whole or any part of it;
 - (viii) a group of people or things is a reference to any one or more of them; and
 - (ix) the "end of the Term" is to the time the Term finishes for any reason including because it expires or is surrendered or determined;
- (d) unless the context otherwise requires:
- (i) a gender includes the other genders;
 - (ii) where any form of the word "include" appears, it is to be read as if followed by the words "without limitation";
- (e) examples are descriptive only and not exhaustive;
- (f) each obligation imposed on the Tenant or the Guarantor is a separate covenant in favour of the Landlord;
- (g) sums of money are expressed in Australian currency; and
- (h) if:
- (i) this Lease specifies the date or a period by which something must be done which ends; or
 - (ii) a financial obligation falls due
- on a day which is not a Business Day, the date, period or financial obligation is extended to the next Business Day.

22.2 Severance

If any provision of this Lease offends any Law and so is illegal, invalid or unenforceable it must be read down to the extent necessary to make it valid and enforceable, but if that is not possible it is severed from this Lease.

22.3 Applicable Laws

This lease is governed by the Laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the Courts of New South Wales in respect of all matters arising under or relating to this Lease.

Schedule 1 – Financier consent deed principles

- 1 The Landlord consents to the grant of the Security by the Tenant to the Financier, and consents to the Security Agreement.
- 2 The Financier consents to the execution of this Lease by the Tenant.
- 3 The Landlord agrees that a grant under paragraph 1 does not constitute a breach or default event under this Lease and does not entitle the Landlord to terminate or suspend performance of any of its obligations under this Lease.
- 4 If the Tenant breaches or defaults under this Lease, which breach or default gives rise to a right of termination or rescission of any this Lease to the Landlord, the Landlord will:
 - (a) give the Financier a copy of any breach or default notice it sends to the Tenant in respect of such breach or default on the same day it is given to the Tenant;
 - (b) if requested, give the Financier any update as to the Tenant's progress in remedying such breach or default;
 - (c) give the Financier written notice that the Tenant's breach or default may give the Landlord a right to terminate or rescind this Lease; and
 - (d) not exercise its right to terminate or rescind or suspend performance of any of its obligations for a period of 90 days after the notice in paragraph 4(a) ("**Cure Period**").
- 5 The Financier may at any time and from time to time assume the rights and obligations of the Tenant under this Lease by notice to the Landlord during the Cure Period ("**Step-in Notice**").
- 6 A Step-in Notice will be effective on and from the date that the notice is received by the Landlord ("**Enforcement Date**").
- 7 If the Financier issues a Step-in Notice, the Financier:
 - (a) must perform all obligations of the Approved Tenant under this Lease arising on and from the Enforcement Date;
 - (b) must remedy any default or breach of this Lease by the Tenant which is the subject of the notice under paragraph 4; and
 - (c) is entitled to exercise all rights, powers and to perform all obligations of the Tenant under this Lease.
- 8 If a Step-in Notice has been issued, the Landlord will only be entitled to terminate this Lease if the Financier does not cure the breach or default the subject of the notice under paragraph 4 within the Cure Period.
- 9 If a Step-In Notice has been issued, the Financier may at any time, with prior notice to the Landlord, terminate the Step In from the date specified in that notice being a date after that notice is given to the Landlord ("**Step-Out Notice**").
- 10 If the Financier issues a Step-Out Notice, with effect from the date nominated under the Step-Out Notice, the Financier will be released from any and all obligations to the Landlord under this Lease other than for the period between the issue of the Step-in Notice and the issue of the Step-Out Notice. Such release will not affect or prejudice the continuation of the Tenant's obligations to the Landlord under this Lease.

11 Exercise of any rights or powers under the Security Agreement by the Financier will not of itself constitute a default or breach of this Lease and will not of itself entitle the Landlord to exercise any right of termination of this Lease.

12 The Landlord and Tenant must not amend or vary or agree to amend or vary this Lease without the prior written consent of the Financier.

13 Definitions

(a) "**Financier**" means the recipient of the Security.

(b) "**Encumbrance**" means an interest or power:

(i) reserved in or over an interest in any asset including any retention of title; or

(ii) created or otherwise arising in or over any interest in any asset under a bill of sale, mortgage, charge, lien, pledge, trust or power,

by way of, or having similar commercial effect to, security for the payment of a debt, any other monetary obligation or the performance of any obligation, and includes any agreement to grant or create any of the above.

(c) "**Security**" means an Encumbrance granted by the Tenant in favour of the Financier from time to time in respect of the Tenant's interest in this Lease.

(d) "**Security Agreement**" means an agreement for the grant of the Security between the Tenant and Financier.

(e) "**Step In**" means the assumption of rights and obligations of the Tenant under this Lease by the Financier in accordance with the Step-In Notice.

Schedule 2 – Plan of Drainage Basins, Wetland Areas and Batter

Signing page

DATED: _____

Certified correct for the purposes of the *Real Property Act 1900* (NSW).

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

[# Tenant and Guarantor execution blocks to be inserted]

Exhibit 1 – Plan of Management



Western Sydney Parklands

WESTERN
SYDNEY
PARKLANDS
PLAN
OF MANAGEMENT 2020

December 2010



NSW
GOVERNMENT



The Plan of Management for the Western Sydney Parklands is for the purposes of the Plan adopted by the Minister for Western Sydney on 25 January 2011.

The Minister for Western Sydney's adoption of the Plan of Management for the Western Sydney Parklands excludes the Western Sydney Regional Park, Kemps Creek Nature Reserve and Prospect Nature Reserve which are gazetted and reserved under the *National Parks and Wildlife Act*. Plans of Management for these gazetted areas will be presented to the Minister for the Environment.

Prepared by the Western Sydney Parklands Trust.

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Western Sydney Parklands Trust
Level 4, 10 Valentine Ave
Parramatta NSW 2150
Printed April 2011

ISBN 978-0-646-54879-1

Disclaimer

While every reasonable effort has been made to ensure that this document is correct at the time of printing, the Western Sydney Parklands Trust, its agents and its employees, disclaim any and all liability to any persons in respect of anything or the consequences of anything done or omitted to be done in reliance upon the whole or any part of this document.

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Message from the Chairman



We have come a long way since 1968 when the NSW Government began the process that would create the Western Sydney Parklands.

With the diverse spaces and places that comprise the Parklands now recognised as a cohesive identity as outlined in the *Western Sydney Parklands Act 2006*, we are now focusing on the future.

The Trust is committed to achieving the Government's key goals for the Parklands which are to:

- activate these lands and make them accessible for the public to enjoy;
- provide a place for many different uses such as recreation, bushland conservation, urban farming near the city, involvement in active sports and key community services; and
- continue to grow private business investment to create a sustainable funding base for the Parklands in perpetuity.

The Trust aims to act prudently and wisely in its stewardship of the Parklands to sustain its long term future and to maintain its special place in the hearts and minds of Western Sydney residents.

Brendan Crotty Chairman



Message from the Director



The 10 year Plan of Management for the Parklands has been developed with the assistance of many individuals and organisations. I would like to thank all those who took the time to provide a submission, attend a workshop or 'Have a Say' day, or participate on the online forums.

The Plan will provide a strong management framework and assist the Trust in determining actions and priorities over the coming years. To successfully implement the Plan the Trust will work closely with Blacktown, Fairfield and Liverpool City Councils, key stakeholders and landowners in the development of the Parklands.

The creation of this Plan is an important step in securing the future of the Parklands and delivering the long term vision to meet the needs of Sydney's growing population.

Suellen Fitzgerald Director



Acknowledgments

The Trust would like to thank the individuals, Indigenous people, government agencies and organisations who have provided their feedback and input to the Plan.

In addition, the Trust would also like to thank the members of the Western Sydney Parklands Trust Board and representatives on the Plan of Management Partners Group for their input into the Plan.

Western Sydney Parklands Trust Board

Brendan Crotty, Chairman
Carol Mills
Mike Patrick
Jim Mitchell
Bob Waldron
Ro Coroneos
Norma Shankie-Williams
Suellen Fitzgerald

Plan of Management Partners Group

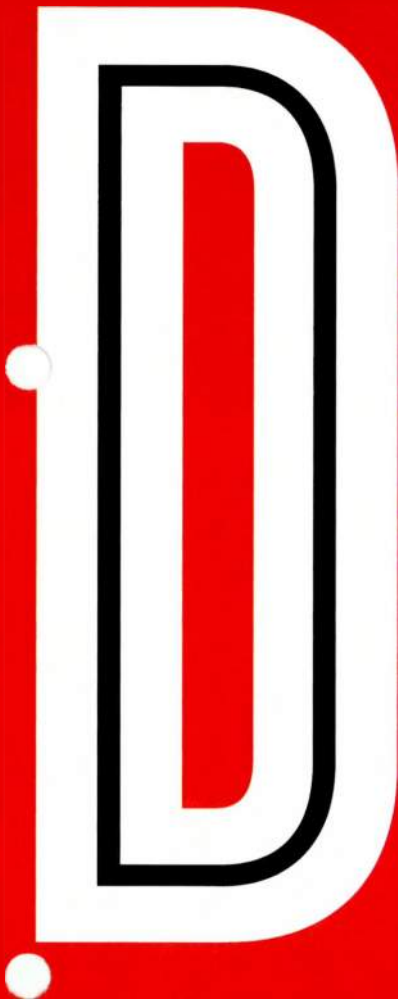
Steve Corbett	Director and Chief Executive, Centennial Parklands
Sharon Davies	Manager, Urban Growth, Sydney Water
David Demer	Strategic Project Officer, Urban Growth, Sydney Water
Owen Graham	Place Manager, Sydney Metropolitan Catchment Management Authority
Phil Hamdorf	Director, Research and Development, Communities NSW
Liz Jeremy	Director, Sustainable Living, Blacktown City Council
Carl Malmberg	Acting Director, Office of Sustainable Lands, Land and Property Management Authority
Tanya O'Brien	Manager, Strategic Planning, City Strategy, Liverpool City Council
Travis Roberts	Area Manager, Cumberland South Area, Department of Environment, Climate Change and Water, NSW National Parks and Wildlife Service
Kerry Robinson	General Manager, Development, Landcom
Rhonda Tyne	Executive Manager, City Outcomes, Fairfield City Council
Yolanda Gil	Manager, Place and Programs, Western Sydney Parklands Trust
Suellen Fitzgerald	Director, Western Sydney Parklands Trust

Caring for Country

The Western Sydney Parklands Trust acknowledges the traditional custodians of the land on which the Parklands is situated.

The Trust will work in a respectful manner with the Indigenous Australians in Caring for Country and aim to treat Indigenous people, their cultural heritage, customs and beliefs with respect.

Your Parklands, Your Plan



Developing the Plan of Management for the Western Sydney Parklands has involved a broad range of consultation activities designed to gain stakeholder feedback and suggestions on the future management of the Parklands.

The consultation process was conducted in two stages between June and November 2010. The early part of the process helped raise awareness about the Trust's objectives, and inform the community about the various opportunities to get involved in developing the draft Plan.

The second stage of the consultation process coincided with public exhibition of the draft Plan between 11 October and 22 November 2010.

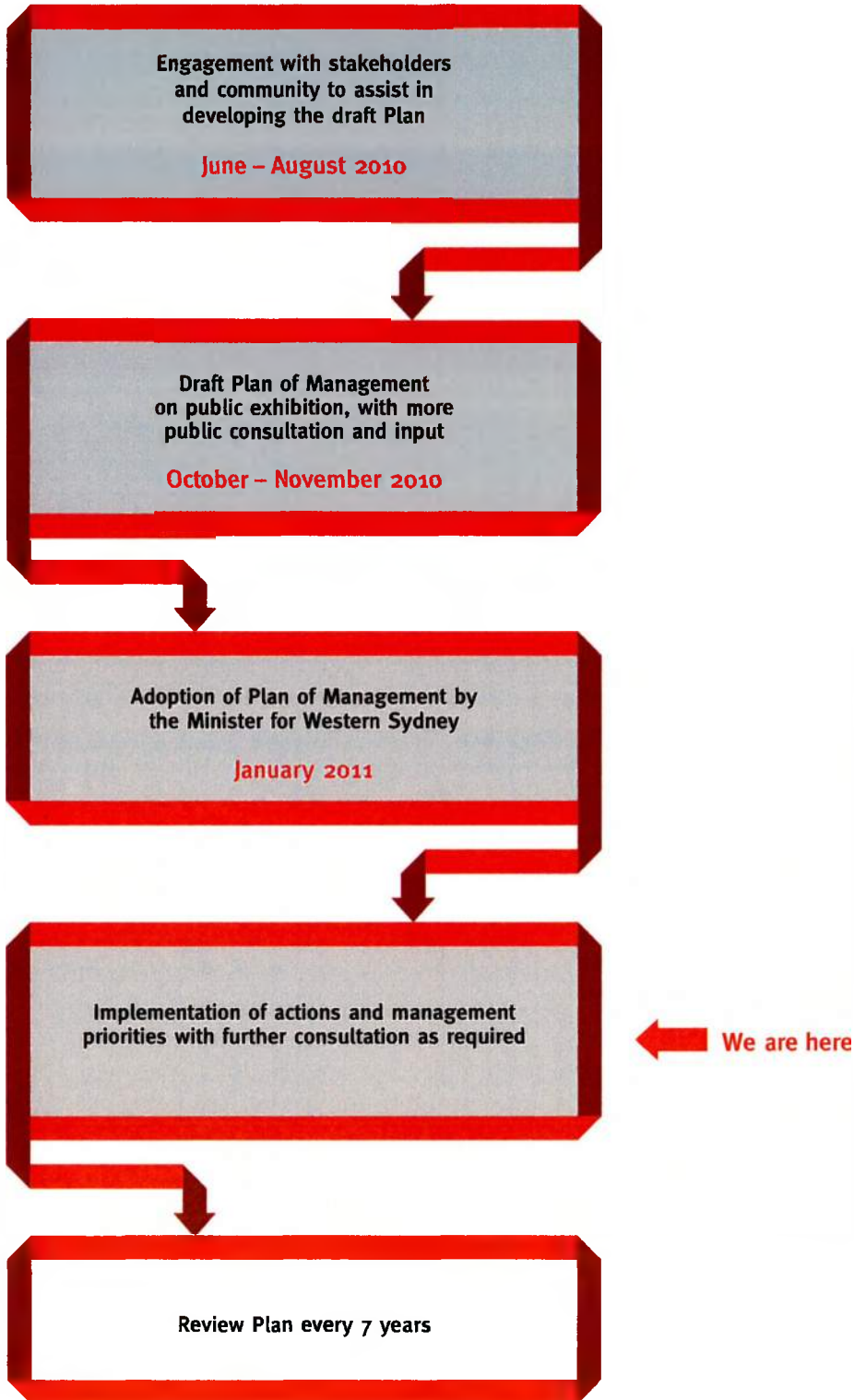
Engagement activities included stakeholder workshops structured around the five Strategic Directions, along with additional workshops focused on the 16 Parklands Precincts identified in the draft Plan. The public exhibition period was supported through newspaper advertisements, a Plan of Management web page, community 'Have a Say' days, online discussion forums, a survey (online and face-to-face) and a '1800' community phone line.

Over 840 people participated in the public engagement process. About 680 people received information on the draft Plan, contributed to the 'Have a Say' day events or attended the Stakeholder Workshops, and more than 160 people provided comments through the online discussion forums, surveys or written submissions.

Key stakeholders and the community were asked to identify opportunities, challenges and issues relating to the Strategic Directions identified in the draft Plan and comment on the Precinct Plans.

This feedback was used to develop a Plan that will guide the key priorities and actions for the Western Sydney Parklands over the next 10 years.

Plan Process



The Plan of Management at a Glance

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.

Strategic Directions 2020

Recreation
and Parkland
Infrastructure



Environment
and Conservation



Objectives 2020

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. Improve access to the Parklands. 2. Create varied park spaces that encourage passive recreation. 3. Create venues and spaces that promote sport and active recreation. 4. Develop a cohesive and identifiable landscape character for the Parklands. 5. Promote the Parklands as a visitor and tourist destination. | <ol style="list-style-type: none"> 1. Secure a bushland corridor along the entire length of the Parklands to improve biodiversity. 2. Maximise environment and conservation research and education opportunities. 3. Trust operations to achieve carbon neutral status. 4. Improve water quality and sustainable water use in the Parklands. 5. Encourage community involvement in the environmental restoration of the Parklands. 6. Protect and enhance the Parklands' Indigenous and Non-Indigenous cultural heritage. |
|--|---|

Outcomes 2020

- | | |
|--|--|
| <ul style="list-style-type: none"> — Prepare and implement an access plan for the Parklands. — Activate an additional 5 percent (250 ha) of the Parklands for passive recreation. — Expand capacity and attractiveness of Lizard Log and Bungarabee to create two new passive recreation hubs. — Double the extent of the Parklands Track network to 70 km of pathway. — Create a cohesive image for the Parklands along its entire boundary. — Implement the Parklands design manual. — Facilitate provision of new sports facilities as required. — Provide various opportunities for tourists to visit and enjoy the Parklands. | <ul style="list-style-type: none"> — Increase percentage of on site water capture, reuse and recycling in recreation areas and urban farming. — Increase percentage of renewable energy used in the Parklands. — Expand the bushland corridor by an additional 6 percent of the Parklands (330 ha). — Trust operations to achieve the targets for best practice as outlined in the <i>NSW Government Sustainability Policy</i>. — Develop a clear description, baseline data and understanding of the state of the Parklands natural assets. — Identify and protect Indigenous and Non-Indigenous cultural heritage assets within the Parklands. — Compile a comprehensive Parklands heritage register. |
|--|--|



Principles

The Parklands will be:

- **enjoyable** for people of all ages, cultural groups and backgrounds;
- **sustainable** in its management, development and promotion;
- **identifiable** as Western Sydney's 'backyard', welcoming and inclusive for all;
- **educational** and provide information about sustainable park management, agriculture, recreation and a range of other activities;
- **accessible to all** – physically, economically, in terms of safety, transport and other factors;
- **viable** economically for the Trust and for those using the land; and
- **in partnership** – the above can only be achieved by working together with stakeholders and the broader community.

Culture and Participation



Urban Farming



Parkland Development and Management



1. Maximise community awareness of the Parklands.
2. Increase community use of the Parklands.
3. Create a sense of community ownership of the Parklands.
4. Encourage children and young people to use the Parklands.
5. Reflect and respond to culturally diverse communities.
6. Promote the Parklands as a cultural venue.

1. Establish sustainable urban farming in the Parklands.
2. Promote urban farming as integral to urban futures.
3. Utilise underdeveloped land for farming in the interim prior to long term parkland development.

1. Deliver sustainable management of the Parklands Trust's assets.
2. Maximise the use and community benefits of existing and new leased assets in the Parklands.
3. Develop new business opportunities to support the management and further development of the Parklands.
4. Allow for new infrastructure/utilities and achieve a balance between the recreation and aesthetic values of the Parklands and the infrastructure needs of external agencies.

- At a minimum double the number of visitors to the Parklands.
- Increase participation in cultural events conducted in the Parklands.
- Increase volunteer numbers by 10 percent.
- Achieve visitor satisfaction ratings of 70 percent or above.

- Increase by 8 percent (415 ha) the land used for urban farming.
- Increase the community interaction with urban farming in the Parklands by establishing produce markets, farm gates and educational programs.
- Demonstrate a model of urban farming on public land.
- Establish and develop positive partnerships with existing farmers, private owners and other operators in the Parklands.

- Develop and implement an asset management strategy.
- Lease up to 2 percent of the Parklands over a number of sites for business uses to generate income to manage the Parklands.
- Expand minor income generating opportunities in recreational areas such as cafes, and shelter and bike hire.
- Increase visitation and use of existing leased government assets.
- Allow for new infrastructure/utilities and manage the impacts of new infrastructure/utilities within the Parklands.
- Provide for community facilities as required.



Photo: Phil Carrick Vison



BACKGROUND

1.1 Parklands for Western Sydney

Pictured

Hand weeding around new plantings in the Cumberland Plain Woodland, Chandos Street, Horsley Park.

The Western Sydney Parklands, located in the heart of Western Sydney, comprise a 27km corridor stretching from Quakers Hills to Leppington. **Figure 1** shows the Parklands today.

The Parklands runs through the three Local Government Areas of Blacktown, Fairfield and Liverpool and is adjacent to two emerging residential growth centres.

Successive NSW Governments have spent over \$400 million to date in acquiring the land and establishing the Trust to manage the Parklands. Since 2008, this significant investment in community infrastructure has been supplemented by Government with a further commitment of \$75 million in capital grants.

Consisting of 5,280 hectares, the Parklands will be the largest urban parkland system in Australia and one of the largest in the world.

In comparison, Hyde Park in London including Kensington Gardens comprises 253 hectares; Central Park in New York City comprises 341 hectares; and Golden Gate National Park in San Francisco comprises 411 hectares.

Much of the land is still to be developed for its long term parklands purpose. 40 percent of the Parklands is currently interim land uses such as rural residential or vacant land.

The Parklands is characterised by its diversity. Major recreation facilities located within the Parklands include:

- Blacktown Olympic Park;
- Eastern Creek International Raceway;
- Western Sydney International Dragway;
- Sydney International Equestrian Centre; and
- Sydney International Shooting Centre.

There are also picnic grounds at Plough and Harrow, The Dairy, Sugarloaf Ridge, Lizard Log, Nurranginy, Peckys, Walder Park and extensive walking and cycling areas.

21 percent of the Parklands is long term infrastructure. The Parklands incorporates Prospect Reservoir and the associated water supply canal and pipelines, as well as electricity, gas and water easements, waste services, water storage tanks, telecommunications towers and other essential infrastructure.

Prospect Reservoir and Prospect Nature Reserve (Special Areas) and Warragamba pipelines, Upper Canal and other adjacent lands (Controlled Areas) are Sydney Catchment Authority lands within the Parklands declared under the *Sydney Water Catchment Management Act*. These Special and Controlled Areas protect Sydney's water supply and as such public access is restricted.



Extensive areas are leased for a variety of uses including agriculture, waste processing, motor sports and rural residential purposes, while about 7 percent of the corridor is still to be acquired from private owners.

In short, the Parklands provides much more than recreational space; it is a critical area in Western Sydney in terms of infrastructure, agriculture and water supply and other essential community facilities.

The Parklands provides employment and training opportunities in tourism, recreation and environment and will continue to play an important role in providing jobs and training in these sectors in Western Sydney over the coming years.

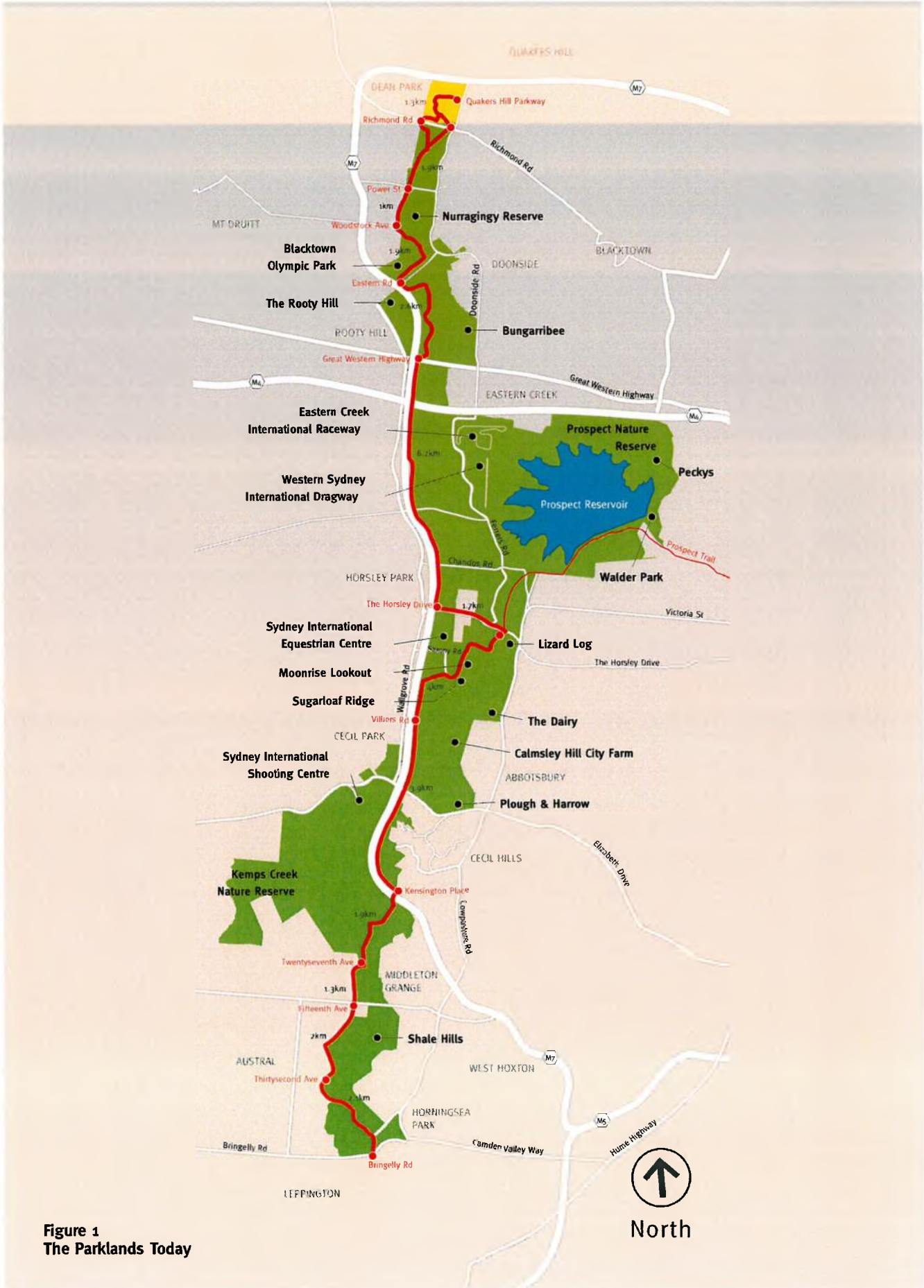


Figure 1
The Parklands Today

1.2 History of the Parklands

Pictured (from left)

Road to Prospect picnic areas adjoining Prospect Reservoir.
Photo: Christine Murphy;
Children and farm animals at Calmsley Hill City Farm 2010.

Much of the area now constituting the Parklands was originally identified in the 1968 *Sydney Region Outline Plan*, to provide for infrastructure and future regional open space needs in Western Sydney.

In the 1970s, the boundaries of the Parkland's Eastern Creek and Hoxton Park corridors were confirmed through inclusion in local planning instruments. Thanks to an active land acquisition program by the NSW Government, almost 70 percent of the current Parklands area was accumulated by 1978.



In 1989, the NSW Government introduced *SEPP No 29 – Western Sydney Recreation Area* to allow for key recreational facilities such as the Eastern Creek International Raceway. These parklands provided lands for the 2000 Olympic Games, with venues for equestrian, shooting, baseball, softball and mountain biking.

Since 2001, the NSW Government has focused on managing and developing a single and cohesive park. The gazettal of the *Sydney Regional Environmental Plan No 31 – Regional Parklands* in 2001 provided a framework to manage land uses and development located within and along the edges of the Parklands, including residential developments that had reached the Parklands' edges.

The Western Sydney Parklands Management Vision (2004) mapped out a blueprint for the future of those lands that included the creation of accessible recreation areas and the regeneration of natural bushlands as wildlife habitats.

To create a long term management framework for the Parklands, the NSW Government introduced the *Western Sydney Parklands Act 2006*. This Act confirmed the boundaries of the Parklands and established the Western Sydney Parklands Trust (Trust) to manage and develop the Parklands in partnership with other state and



local government agencies within the Parklands boundaries.

The gazettal of the *State Environmental Planning Policy (SEPP) Western Sydney Parklands*, in March 2009, provided the statutory planning framework for the Trust and its partners to develop and manage the Parklands.

This Plan of Management 2010-2020 presents the vision for the Parklands and sets out prioritised actions for the Trust to implement over the next decade.

Timeline

1970s
Boundaries of the Parkland's Eastern Creek and Hoxton Park corridors were confirmed through inclusion in local planning schemes

1970s – today
Ongoing acquisition of private land to create open space corridor and parklands

2001
Sydney Regional Environmental Plan No 31 – Regional Parklands provided a framework to manage land uses and development located within and along the edges of the Parklands

2006
Western Sydney Parklands Act confirmed the boundaries of the Parklands and established the Western Sydney Parklands Trust

2008
Commencement of *Western Sydney Parklands Act*, appointment of Board Members and vesting of land to the Trust

2010
Completion of the first Parklands Plan of Management

1970

1980

1990

2000

2010

1968
Sydney Region Outline Plan identifies corridor for open space and infrastructure purposes

1989
SEPP No 29 – Western Sydney Recreation Area allowed for key recreational facilities

2004
Western Sydney Parklands Management Vision mapped blueprint for the creation of accessible recreation areas and the regeneration of natural bushlands as wildlife habitats

2007
Parklands Track completed to provide public access to the full length of the Parklands

2009
State Environmental Planning Policy (SEPP) Western Sydney Parklands, provides the statutory planning framework for the development of the Parklands

1.3 Parklands Today

Pictured (this page from left)

Kids Discovery Walk 2010;
Kids on play equipment
in Lizard Log.

Photo: Phil Carrick Vision.

Pictured (opposite from left)

Clancy Catholic College Tree
Planting Day at Shale Hills 2009;
Senior's Week Nature Walk 2010;
Cycling at Lizard Log.

Photo: Phil Carrick Vision.

Metropolitan Context

Greater Western Sydney is currently home to approximately 1.8 million people and is one of Australia's fastest growing regions. It is Australia's third largest economic region.

The Parklands provides an open space link between Sydney's North West and South West Growth Centres, and acts as a major service corridor containing significant components of Sydney's trunk infrastructure.



The Parklands is a major contribution to the *NSW State Plan's* priority, E8: More people using parks and reserves, participating in sport, recreation and cultural facilities and E4: Better environmental outcomes for native vegetation, biodiversity of lands and rivers.

The Trust operates the Parklands for community use and will continue to develop facilities and programs for community involvement and enjoyment whilst also improving the quality of the biodiversity in the Parklands.

There are three sites in the Parklands gazetted and reserved under the *National Parks and Wildlife Act*; Kemps Creek Nature Preserve, Western Sydney Regional Park, and Prospect Nature Reserve. Separate Plans of Management will be prepared for each site and adopted by the Minister for the Environment.

The Metropolitan Plan for Sydney 2036 (December 2010) sets out the Parklands' role in providing valuable regional open space for new communities expected in



the North West and South West Growth Centres, as well as the rest of Western Sydney.

According to the Plan, the Parklands provides a best practice demonstration of integrated urban parkland for the 21st century by:

- providing regional environmental and conservation opportunities;
- protecting and promoting ongoing agriculture in suitable areas;
- developing park tourism and commercial uses on sites along the major transport corridors;
- maintaining secluded areas for interaction with nature; and
- delivering significant regional community and recreation facilities.

In addition to the extensive adjacent industrial areas of Smithfield, Arndell Park and Wetherill Park, new employment areas identified along the boundaries of the Parklands include the Western Sydney Employment Area, located at the intersection of the M7 and M4 Motorways. This Employment Area has the potential to employ a total of 40,000 workers and to change the nature of the land use and transport patterns along the boundaries of the Parklands.

Community Context

The places, activities, services and programs within the Parklands need to reflect this fast-growing, young and culturally diverse population. Significant factors to be considered include the following:

- The need to provide educational opportunities in environmental management and conservation, as well as agriculture, recreation, hospitality and other areas.

Studies by University of Western Sydney indicate that, while the Western Sydney region has reasonable access to open space, the type, quality and range of facilities provided requires improvement.

Long term trends, including population growth and the popularity of larger dwellings relative to lot size, will continue to diminish the amount of private open space available. This reinforces the importance of the Parklands as a regional open space destination and recreation resource.



Future population and employment growth will need to be supported by additional public transport services. Existing services in Western Sydney are largely focused on Sydney's CBD, with few cross-regional services. The lack of public transport limits the options to access the Parklands.

- The importance of access to outdoor physical activity to address community health issues.
- The need to cater to families including parking and public transport requirements.
- The need to take into account the area's cultural diversity, and to encourage greater understanding between cultural groups.
- The need to cater to a significant range of income groups.

In addition, the Parklands can play an important role in providing employment and training opportunities in the tourism, recreational, environment and business sectors in Western Sydney.

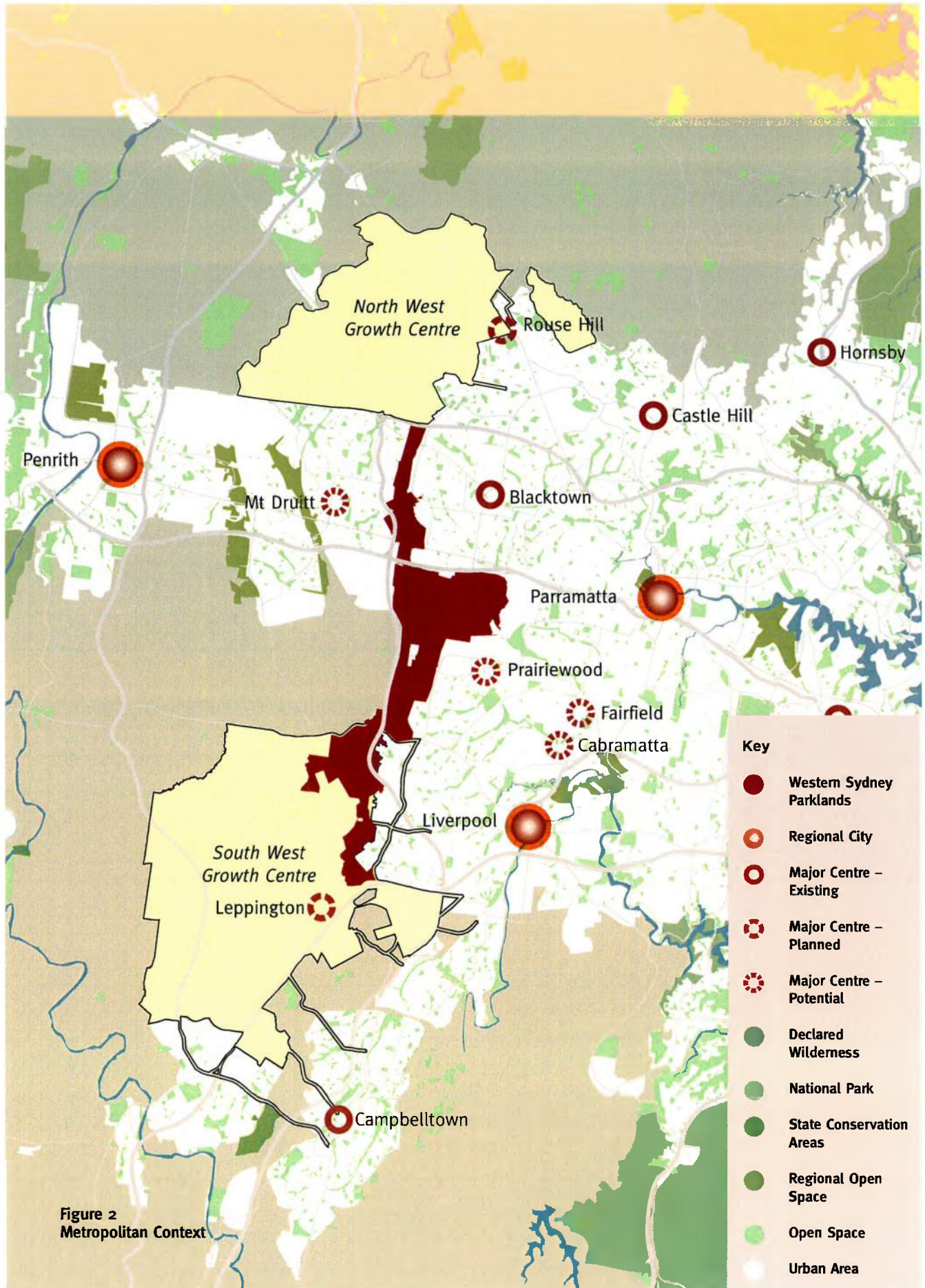
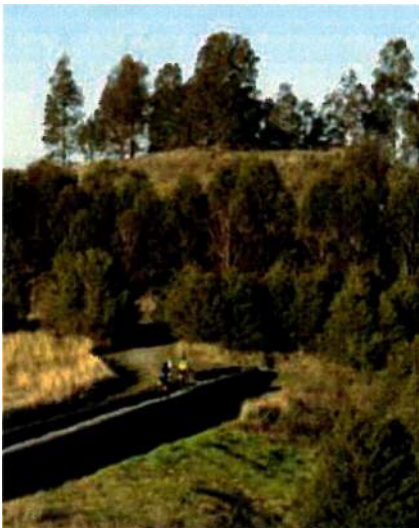


Figure 2
Metropolitan Context

“We require these patches of nature for our mental health and spiritual resilience. Future generations, regardless of whatever recreation or sport is in vogue, will need nature all the more.”

Richard Louv *Last Child in the Woods* 2006

Pictured (from left)
Cycling at Sugarloaf Ridge; Picnic in the Parklands. Photo: Phil Carrick Vision.



Natural Environment and Landscape

Located on the Cumberland Plain, the Parklands contains examples of the Cumberland Plain environment as it was prior to European contact.

These habitat areas and corridors contain threatened and endangered species which are protected under State and Commonwealth legislation. Conservation of these areas and the species within are critical to maintaining the natural heritage of Western Sydney against the pressures of continued growth and development within the region.

The Parklands also contain the headwaters of Eastern Creek, as a tributary of the Hawkesbury-Nepean. The north-south ridgeline in the Parklands is the catchment boundary between the Hawkesbury-Nepean, Georges River and Parramatta River catchments.

The *Western Sydney Parklands Biodiversity Restoration Strategy 2008* provides a framework for the restoration of the ecological values of the Parklands and prioritises actions for ongoing environmental management of the Parklands.

Indigenous Heritage

The Cumberland lowlands that cover most of Western Sydney is one of the most artefact rich landscapes in Australia and is dominated by scatters of artefacts that are known to be concentrated along the margins of freshwater creeks. Eastern Creek which is central to the northern half of the Parklands has evidence of important open artefact sites.

The Parklands falls within the interests of the Darug people and the Deerubbin and Gandangara Local Aboriginal Land Councils.



Non-Indigenous Heritage

The Parklands' Non-Indigenous heritage derives from its location on the route to South Creek and the Blue Mountains, and from early grazing and farming along Cowpasture Road. The Parklands includes market gardens, former military places and major infrastructure such as reservoirs and service infrastructure. Key heritage sites include Prospect Reservoir, Upper Canal, The Rooty Hill, Bungarribee Farm Homestead complex archaeological site, Eastern Creek and the rural ridgeline through Fairfield and Liverpool Local Government Areas.

The Parklands provides an opportunity for Western Sydney and the broader community to learn about the region's European heritage and later layers of history, as well as celebrating the cultural diversity of Western Sydney.

Western Sydney Data Snapshot

27%

of the population are children aged 0-11 years

19%

of the population are young people aged 12-24

1/3

of the population were born overseas

27%

of the population were from non-English speaking backgrounds

1.4%

of the population are Indigenous people

76%

of households are families

By 2031 the Western Sydney Region is estimated to accommodate an additional **350,000** new dwellings, which equates to **60 percent** of the wider Sydney Metropolitan area. This equates to an additional 889,300 people in the Region.

The population to the south of the Parklands is expected to increase by **113.1 percent** in the next 30 years. In the north it is expected to increase by **51.8 percent**.

Source: Metropolitan Strategy Review 2036 Discussion Paper, NSW Planning and NSW Statistical Local Area Population Projection, 2006-2036, NSW Planning.

1.4 Operational Context

Parklands around the world are acknowledged as vital leisure resources for the urban community. Globally, parklands managers acknowledge the link with the broader issues facing our individual societies. For instance, by helping promote healthy and active lifestyles, parklands can play a vital role in fighting the increasing prevalence of lifestyle diseases such as obesity, heart disease and diabetes.



Environmental challenges, such as climate change and resource depletion, will change how communities use and perceive the Parklands. To respond to these challenges, measures such as improving transport to and from the Parklands, improving water management techniques, and promoting up-to-date sustainable park management practices will be important.

In addition, the Parklands faces a range of specific issues requiring complex management strategies, many of which relate to its large scale and the diversity of uses within and adjacent to the Parklands.

Funding Context

The Trust has been established as a self funded agency. To fully implement this Plan including developing facilities, programs and environmental initiatives, the Trust is developing an income stream of \$10 million per annum within the 10 year life of this Plan. In order to achieve this goal a significant portion of income will be derived from developing long term leases for business purposes on 2 percent of its land over the long term to be able to deliver its mandate to create the largest parkland in Australia. The Trust will also supplement its income through recreation activities such as tourism, and venue and bike hire.

Key Assumptions

The strategic thinking in this Plan has been based on a number of assumptions. These assumptions are outlined below.

- All of the Trust's land within the Parklands remain as set out in the *Western Sydney Parklands Act*.
- Outstanding acquisitions of remaining private land will continue under the *Western Sydney Parklands SEPP*.
- The Trust will continue to fund its own operational costs.
- Existing infrastructure and easements will remain in place and agencies will continue to plan for their expansion to meet the needs of infrastructure in the Sydney Basin.
- Major Parklands infrastructure will be of a regional scale.
- The current statutory framework for the Parklands such as the *SEPP* and *Western Sydney Parklands Act* remain in place.
- Objectives and timelines as put forward in the *State Plan* and *Metropolitan Plan for Sydney* continue to provide context to this Plan.

“Large parks... are complex, dynamic systems... The trick is to design a large park framework that is sufficiently robust to lend structure and identity whilst having sufficient pliancy and ‘give’ to adapt to changing demands and ecologies over time.”

James Corner *Large Parks 2007*

Pictured (above)

Dam in Parklands, Cecil Hills. Photo: Radar Creative.

1.5 Best Practice in Parklands

Globally, park managers are facing an array of issues and opportunities. To deliver the best possible result for the people of Sydney, the Western Sydney Parklands Trust is learning from the experiences and examples of other parklands, through sharing experiences and practices through a range of professional bodies and forums.

Pictured (this page)

Mangrove walk at Bicentennial Park

Photo: Paul Wright

© Sydney Olympic Park Authority

Image courtesy of Sydney Olympic

Park Authority

Pictured (opposite from left)

Aerial view of Cockatoo Island,

Sydney Harbour. Photo: Sydney

Harbour Federation Trust; Golden

Gate National Park Fort Mason

Oval. Photo: Christine Murphy.

Outlined below are some examples of best practice in parks management which are informing the Trust's management priorities and approach.

Community Health and Wellbeing

It is well documented that increasingly sedentary lifestyles are leading to a range of health problems — mental and physical — that hinder productivity and community wellbeing (*The Value of Parks*, Parks Forum 2008). By providing spaces for recreation and cultural activities, parks have the capacity to improve community health and wellbeing.

Central Park, New York City

contains an abundance of high quality facilities, provides extensive sports and recreation programs, hosts diverse cultural programs and events and provides a valuable resource for the 48,000 school children located in the area. (*Valuing Central Park's Contributions to New York City's Economy*, Appleseed 2008)

Productivity

Growing community interest in eating locally grown food has led to numerous partnerships between local growers and communities. These ensure the maintenance of agricultural land through sustainable farming practices, and also create opportunities for a range of education and food tourism programs.



The Canadian Farm Folk/

City Folk Society is a non-profit society that works with farm and city to cultivate a local, sustainable food system. They develop and operate projects that provide access to and protection of agricultural land; that support local growers and producers; and that educate, communicate and celebrate with local food communities (www.ffcf.bc.ca).

Funding

With park managers increasingly under pressure to generate funds for continuing parkland maintenance and development, examples of parks utilising their assets to create a range of income streams are very instructive.

Cornwall Park is located in the central residential area of Auckland, New Zealand. The park generates income from a range of uses including a working farm element that includes cattle and sheep. Another key income stream is the subdivision of a large portion of the site under a 21 year renewable lease agreement. The income produced has been responsible for meeting the development and maintenance costs of the park.



Conservation and Climate Change

Population growth, diminishing biodiversity and climate change are increasing threats to native eco-systems. Parks can respond by expanding areas of natural habitat within their boundaries to provide refuges for wildlife. Parks may also be able to provide eco-linkages, such as wildlife corridors, that extend beyond their own boundaries.

Parks form the core of a new, innovative approach to conservation that is establishing habitat linkages through vegetation corridors across the landscape, on public and private lands. Many scientists view 'connectivity conservation' as the best way of maximising nature's resilience against climate change and other threats. (*The Value of Parks*, Parks Forum 2008)

Bicentennial Park, Homebush Bay

Sydney, was created in the 1980's in time to celebrate Australia's Bicentenary in 1988. The Park is part of Sydney Olympic Park and is a 100 hectare natural heritage site that includes important wetland, vegetation and environmental linkages and natural systems and offers visitors recreation, nature based tours, environmental education and outdoor event experiences.



Parks Usage

As our urban population grows, the experiences people expect from parks also evolve. Through innovative and multi-faceted offerings, park managers can deliver unique experiences, which will also assist in achieving economic and management goals.

Cockatoo Island, Sydney Harbour,

is a former imperial prison, industrial school, reformatory, gaol and dockyard. It is now a park managed by the Sydney Harbour Federation Trust and offers the opportunity to camp in the middle of Sydney Harbour. The campground provides the community with a unique city experience and generates revenue for the Trust. The island provides a venue for entertainment and tourism activities as well as running a vibrant arts, heritage and cultural program. (www.cockatooisland.gov.au).

Brand and Communication

Increasingly, the concept of the park "brand" is crucial in attracting not only patrons, but also funding from a range of sources. Branding should be clear and recognisable, and applied to all products and programs. All communication materials should also be streamlined, up to date and branded.

Online information is an increasingly important way to communicate with park users: a high quality, user-friendly, interactive website is therefore crucial. The internet also allows parks to participate in 'partner hubs' with other parks around the world.

The Golden Gate National Park

Conservancy, California, USA has a clear brand and image. Its products, such as *E-ventures*, a monthly electronic update on park news and events, is both sophisticated and user friendly. (www.parksconservancy.org).

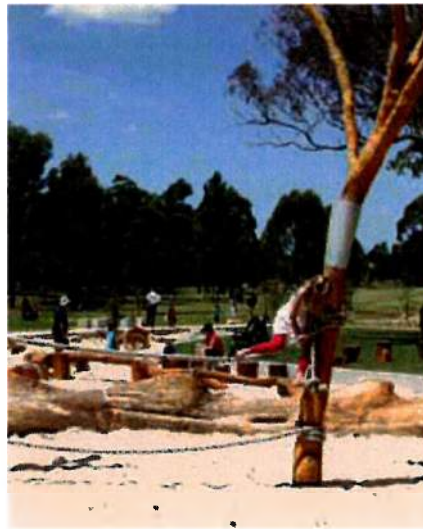
1.6 Key Challenges

Pictured (from left)

Lizard Log playground.
Photo: Phil Carrick Vision;
Planting Day at
Glendenning 2010.

The Parklands and Trust face a number of challenges over the next decade. These include:

- the large scale of the Parklands;
- the diversity of land uses within the Parklands, including farming, waste management, recreation, bushland and trunk infrastructure;



The Parklands seeks to learn from the development and operations of other parks in order to manage the overarching challenges it faces, as well as specific challenges that face the Parklands in the future.



- the need to raise the community's awareness and understanding of the Parklands;
- the varying needs and expectations of the diverse and fast growing existing and new community accessing the Parklands;
- use of Parklands for illegal trail bike riding, and dumping of waste;
- finding ways to maintain sustainable environments, including bushland and urban farming, in the middle of Australia's largest city;
- the need for more public transport to and from the Parklands;
- engaging with the health challenges facing the community; and
- creating a sustainable business model for large scale and diverse parklands.



STRATEGIC DIRECTIONS

2.1 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

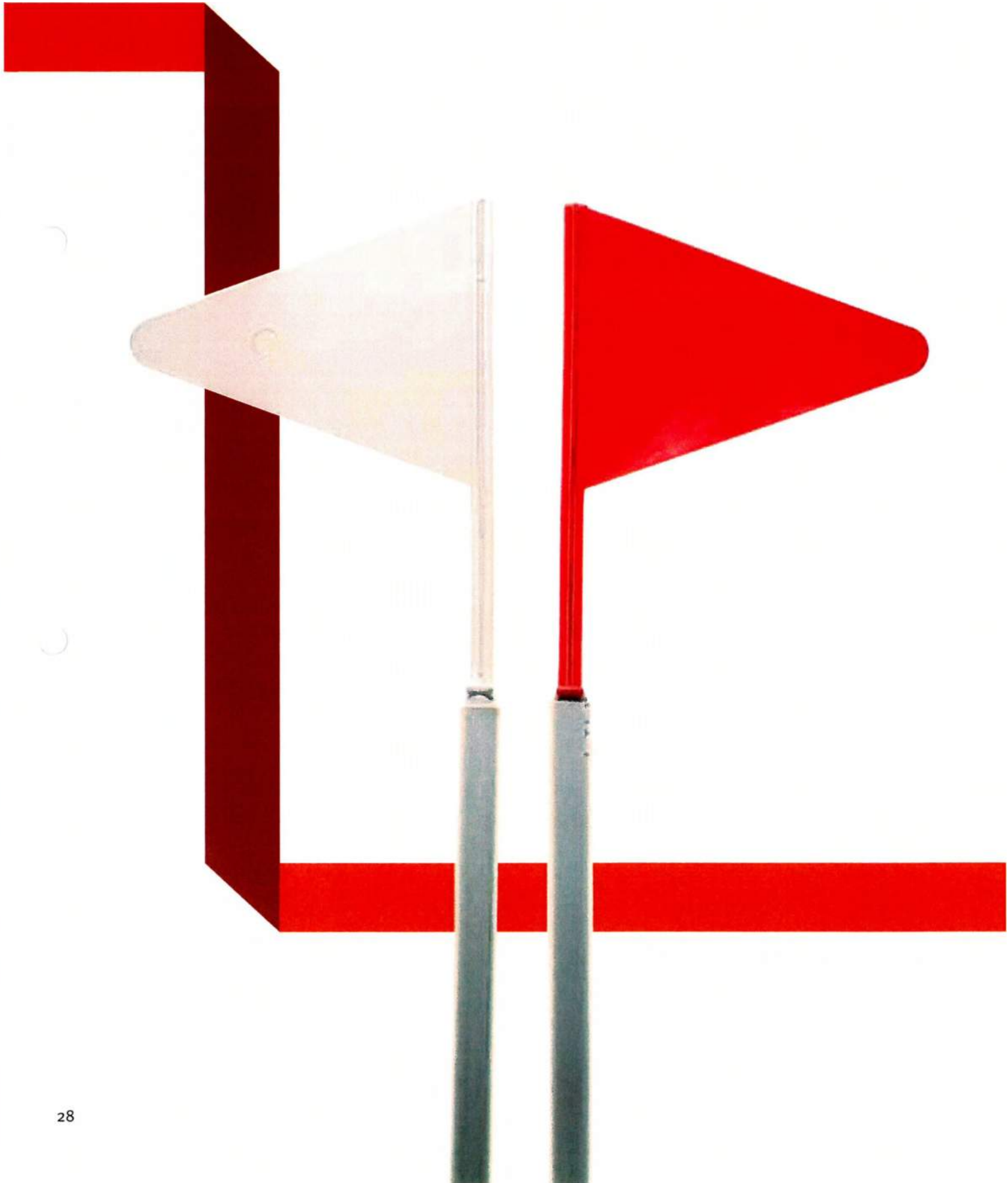
2.2 Principles

The Trust makes a commitment to the community to ensure that the Western Sydney Parklands reflect the principles of being:

- **enjoyable** for people of all ages, cultural groups and backgrounds;
- **sustainable** in its management, development and promotion;
- **identifiable** as Western Sydney's 'backyard', welcoming and inclusive for all;
- **educational** and provide information about sustainable park management, agriculture, recreation and a range of other activities;
- **accessible to all** — physically, economically, in terms of safety, transport and other factors;
- **viable** economically for the Trust and for those using the land; and
- **in partnership** — the above can only be achieved by working together with stakeholders and the broader community.



2.3 Strategic Directions



This Plan of Management is structured around five key Strategic Directions, each of which contains a number of Outcomes to be achieved.

Each Direction also contains detailed Objectives and Actions to be implemented in order to help achieve the Outcomes.

By regularly reviewing its progress against the Outcomes, the Trust will be able to measure how successfully it is delivering its Vision.

The Plan sets out the actions for the next 10 years. Some aspects of the Vision will go well beyond the 10 years of this Plan.



The Strategic Directions are:

-  Recreation and Parkland Infrastructure
-  Environment and Conservation
-  Culture and Participation
-  Urban Farming
-  Parklands Development and Management

Recreation and Parkland Infrastructure



The Trust will work towards providing the highest quality sport, passive and active recreation facilities, programs and infrastructure.

Parklands Now	2020 Outcomes
— Strong north-south track network with need to improve circulation and access to surrounding areas.	— Prepare and implement an access plan for the Parklands.
— 5 percent (264 ha) of Parklands used for passive recreation.	— Activate an additional 5 percent (250 ha) of the Parklands for passive recreation.
— Plough and Harrow fully developed recreational hub at peak capacity in the Parklands. Lizard Log and Bungarribee have capacity to be significantly expanded.	— Expand capacity and attractiveness of Lizard Log and Bungarribee to create two new passive recreation hubs.
— 35 km of Parklands Track.	— Double the extent of the Parklands Track network to 70 km of pathway.
— Not all of the Parklands' 78 km boundary is clearly marked as being within the Parklands.	— Create a cohesive image for the Parklands along its entire boundary.
— The Parklands has inherited design elements which are a legacy of different development styles, times and previous owners.	— Implement the Parklands design manual.
— 8 percent (422 ha) of Parklands used for sports.	— Facilitate provision of new sports facilities as required.
— Limited tourism opportunities.	— Provide various opportunities for tourists to visit and enjoy the Parklands.

To achieve these outcomes, the Trust will undertake the following actions.

Objective 1: Improve access to the Parklands

Key actions:

1. Develop and implement an access plan for the Parklands to improve walking, cycling and vehicle links between the Parklands Precincts and continue enhancing the Parklands track network with new loop routes.
2. Work with transport agencies to improve public transport to the Parklands.
3. Work with local Councils, the RTA and M7 Motorway operators to create better links with neighbouring communities.
4. Work with the road and rail government authorities, and Councils to improve access and signage to and from the Parklands from major roads, railway stations and key facilities.
5. Develop a transport overlay for special events that includes public transport and 'park and ride'.

Objective 2: Create varied park spaces that encourage passive recreation

Key actions:

1. Enhance and maintain recreation hubs at:
 - Nurragingy;
 - Bungarribee;
 - Lizard Log; and
 - Plough and Harrow.
2. Create a range of regional distinctive, varied play spaces — nature-based, structured and unstructured.
3. Provide spaces and facilities that encourage families and community groups to meet in an outdoor environment.
4. Work with Councils and Police to maintain the Parklands' reputation as a safe, crime-free environment.

Objective 3: Create venues and spaces that promote sport and active recreation

Key actions:

1. Work with Councils to identify opportunities and facilitate the development of sport and active recreation hubs at Eastern Creek (Blacktown Olympic Park), Leppington and Austral.
2. Position the Parklands as a regional destination for active sports, by expanding current activities such as horse riding, and introducing new activities such as mountain biking.
3. Capitalise on existing venues such as Eastern Creek International Raceway, Western Sydney International Dragway and the Sydney International Equestrian and Shooting Centres by diversifying and enhancing activities at these venues.



Objective 4:
Develop a cohesive and identifiable landscape character for the Parklands

Key actions:

1. Prepare a landscape strategy to guide capital works within the Parklands.
2. Develop a Parklands design manual to govern future capital works and achieve best practice in design and sustainability.
3. Define and maintain a cohesive image for the Parklands from the adjacent roads and properties along its boundary.
4. Develop a public art strategy that is appropriate for the Parklands and its community.

Objective 5:
Promote the Parklands as a visitor and tourist destination

Key actions:

1. Develop relationships with public and private tourism agencies to explore opportunities.
2. Promote the Parklands as a regional destination through marketing of activities such as agriculture and sport.
3. Encourage investment in supporting infrastructure such as a range of tourist accommodation.

Environment and Conservation



The Trust will develop, manage and conserve the Parklands using best practice and inclusive sustainable practices.

Parklands Now	2020 Outcomes
– Limited on site water capture, reuse and recycling in recreation areas and urban farming.	– Increase percentage of on site water capture, reuse and recycling in recreation areas and urban farming.
– Limited use of renewable energy in the Parklands.	– Increase percentage of renewable energy used in the Parklands.
– 1,056 ha of Parklands is bushland.	– Expand the bushland corridor by an additional 6 percent of the Parklands (330 ha).
– Limited implementation of targets set out in the <i>NSW Government Sustainability Policy</i> as relating to water consumption, energy use, and waste management.	– Trust operations to achieve the targets for best practice as outlined in the <i>NSW Government Sustainability Policy</i> .
– The current data is high level and needs updating and expanding.	– Develop a clear description, baseline data and understanding of the state of the Parklands natural assets.
– Limited information currently available on cultural and historical assets.	– Identify and protect Indigenous and Non-Indigenous cultural heritage assets within the Parklands.
– Informal heritage register with limited information.	– Compile a comprehensive Parklands heritage register.

To achieve these outcomes, the Trust will undertake the following actions.

Objective 1: Secure a bushland corridor along the entire length of the Parklands to improve biodiversity

Key actions:

1. Research, map and understand the quality of the Parklands natural systems and assets.
2. Continue implementing, reviewing and updating the *Biodiversity Restoration Strategy*.
3. Maintain ongoing protection and enhancement of core habitats, including weed, feral animal control and fire management.
4. Deliver key projects, including the restoration of the Cumberland Plain Woodland and linking areas of existing core habitats.
5. Create a register of the Parklands' natural assets to be incorporated into the asset management strategy.
6. Implement the *Bush Fire Management Strategy* for the Parklands for safety and biodiversity outcomes.
7. Work with external groups on restoration and recovery initiatives such as bio-banking.

Objective 2: Maximise environment and conservation research and education opportunities

Key actions:

1. Further develop an ongoing monitoring program.
2. Work with partners on case study research projects.
3. Work with research agencies and educational organisations to promote the exchange of information across the Western Sydney community.

Objective 3: Trust operations to achieve carbon neutral status

Key actions:

1. Develop and implement a Parklands operation plan that will address waste management, energy and water resources and use of materials.
2. Work with the tenants and stakeholders to reduce the Parklands' carbon footprint.



Objective 4:
Improve water quality and sustainable water use in the Parklands

Key actions:

1. Work with a range of partners to improve water quality in Eastern Creek and other water bodies.
2. In partnership, investigate and implement water harvesting and recycling systems.
3. Ensure sustainable water principles and practices are integral to the design and operations of the Parklands.

Objective 5:
Encourage community involvement in the environmental restoration of the Parklands

Key actions:

1. Establish a volunteer program to involve the local and broader community in the restoration process.
2. Work with partners to develop and implement an environmental education and training program.
3. Promote opportunities for children and young people to interact with nature.

Objective 6:
Protect and enhance the Parklands' Indigenous and Non-Indigenous cultural heritage

Key actions:

1. Develop partnerships with local Indigenous individuals and groups to understand, protect and celebrate the Indigenous heritage and cultural values of the Parklands.
2. Work collaboratively with local and state heritage groups and agencies to ensure the Parklands' Non-Indigenous heritage is considered in future planning.
3. Develop partnerships to interpret the Parklands' cultural heritage, and to uncover and promote further aspects of the area's cultural heritage.
4. Develop a consolidated Parklands heritage register to be incorporated into Parklands asset management strategy.

Culture and Participation



The Trust will work with its partners to provide spaces, facilities and programs catering for people representing a wide range of cultures, abilities and backgrounds.

Parklands Now	2020 Outcomes
– 1.6 million people visit the Parklands per annum.	– At a minimum double the number of visitors to the Parklands.
– Little opportunity to participate in cultural events in the Parklands.	– Increase participation in cultural events conducted in the Parklands.
– Little opportunity for volunteering in the Parklands.	– Increase volunteer numbers by 10 percent.
– Limited testing of visitor satisfaction.	– Achieve visitor satisfaction ratings of 70 percent or above.

To achieve these outcomes, the Trust will undertake the following actions.

Objective 1: Maximise community awareness of the Parklands

Key actions:

1. Enhance public awareness and engagement through a public relations program utilising diverse activities designed to appeal to all sections of the community.
2. Strengthen relationships with key stakeholders through a stakeholder engagement strategy.
3. Liaise with other park bodies in Australia and overseas to promote the Parklands activities and programs.
4. Develop a unique Parklands brand to be applied consistently across all activities and programs with a distinctive 'look and feel'.

Objective 2: Increase community use of the Parklands

Key actions:

1. Create a calendar of programs and activities that increases visitor numbers through multiple return visits.
2. Develop and promote diverse programs and events to attract a variety of users across a broad range of age groups.
3. Develop activities that encourage visitors to use the Parklands Precincts and areas.
4. Promote the Parklands as a venue of choice for organisations and community groups.

Objective 3: Create a sense of community ownership of the Parklands

Key actions:

1. Create volunteering opportunities in areas such as education, recreation and the environment.
2. Establish community and web based forums to build two-way relationships with Parklands stakeholders.
3. Engage directly with Parklands neighbours and private landowners in the Parklands.
4. Develop a 'Friends of the Parklands' program.
5. Maintain feedback opportunities for visitors.



Objective 4:
Encourage children and young people to use the Parklands

Key actions:

1. Develop educational programs and activities including schools and youth organisations focused on the environment, urban farming and healthy lifestyles.
2. Use new technologies including communications and interactive technologies to engage with children and young people.
3. Create nature-based spaces that encourage play and creativity.

Objective 5:
Reflect and respond to culturally diverse communities

Key actions:

1. Provide facilities that meet the needs of diverse cultural groups.
2. Work with cultural groups and organisations to develop a program of events and opportunities that will help build strong connections between these communities and the Trust.
3. Develop communications material and processes for non-English speaking people.

Objective 6:
Promote the Parklands as a cultural venue

Key actions:

1. Connect with cultural events, exhibitions and programs across the wider metropolitan area.
2. Provide venues for a range of events and activities.
3. Partner with appropriate agencies to develop and provide cultural programs.

Urban Farming



The Trust will protect and promote the Parklands as a valuable urban agricultural setting, with benefits for recreation, tourism, education and the local economy.

Parklands Now

- 2 percent of public land in the Parklands is being farmed.
- Community interaction with urban farming in the Parklands is limited to Calmsley Hill City Farm's educational program.
- Limited amount of public land in the Parklands is being farmed.
- Existing farmers operating within the Parklands.

2020 Outcomes

- Increase by 8 percent (415 ha) the land used for urban farming.
- Increase the community interaction with urban farming in the Parklands by establishing produce markets, farm gates and educational programs.
- Demonstrate a model of urban farming on public land.
- Establish and develop positive partnerships with existing farmers, private owners and other occupants in the Parklands.

To achieve these outcomes, the Trust will undertake the following actions.

Objective 1: Establish sustainable urban farming in the Parklands

Key actions:

1. Establish agricultural uses at appropriate locations within the Parklands.
2. Recognise the status of farming on private landholdings within the Parklands.
3. Work with existing and new farmers to promote sustainable practices through improved farm management.
4. Use initiatives such as farmers markets and farm gate sales to promote sustainability.
5. Build relationships with other Sydney basin and regional farming operations.

Objective 2: Promote urban farming as integral to urban futures

Key actions:

1. Continue supporting Calmsley Hill Farm's educational program, including programs linking to the wider Parklands.
2. Attract community based agricultural training programs and activities.
3. Partner with research and industry organisations to research and develop issues around urban farming and sustainable technology.
4. Encourage community participation in an urban farming program, its activities and events.

Objective 3: Utilise underdeveloped land for farming in the interim prior to long term parkland development

Key actions:

1. Work with agencies to achieve an understanding of long term infrastructure development within the Parklands, in order to identify opportunities for interim farming operations.
2. Plan for the transition between land identified as interim farming operations and long term recreational and environment uses.



Parklands Development and Management



The Trust will develop and manage the Parklands in a responsible manner, to ensure the ongoing viability of the Parklands and the spaces, activities and programs it contains.

Parklands Now	2020 Outcomes
<ul style="list-style-type: none"> – Limited data available on breadth of Parklands assets. – Trust's capacity to develop Parklands limited by available funding. 	<ul style="list-style-type: none"> – Develop and implement an asset management strategy. – Lease up to 2 percent of the Parklands over a number of sites for business uses to generate income to manage the Parklands. – Expand minor income generating opportunities in recreational areas such as cafes, and shelter and bike hire.
<ul style="list-style-type: none"> – Around 900,000 visitors to government leased land in the Parklands. 	<ul style="list-style-type: none"> – Increase visitation and use of existing leased government assets.
<ul style="list-style-type: none"> – Ongoing dialogue with infrastructure utility providers and Trust on proposed new infrastructure. 	<ul style="list-style-type: none"> – Allow for new infrastructure and manage the impacts of new infrastructure/utilities within the Parklands.
<ul style="list-style-type: none"> – Limited community facilities available. 	<ul style="list-style-type: none"> – Provide for community facilities as required.

To achieve these outcomes, the Trust will undertake the following actions.

Objective 1: Deliver sustainable management of the Parklands Trust's assets

Key actions:

1. Create an asset register of the Parklands' recreational, environmental, real property and intellectual assets.
2. Develop and implement an asset management strategy for built and natural assets to deliver long term sustainability and viability.
3. Establish contamination management guidelines to be applied as needed to any affected sites within the Parklands.

Objective 2: Maximise the use and community benefits of existing and new leased assets in the Parklands

Key actions:

1. Work with lessees to increase their business opportunities and marketing profile to attract a broader range of users and enhance community reach.
2. Provide land for key community facilities with public benefit.

Objective 3: Develop new business opportunities to support the management and further development of the Parklands

Key actions:

1. Develop Business Hubs in appropriate locations in the Parklands.
2. Establish consultative committees with Blacktown, Fairfield and Liverpool City Councils to explore locations and land uses for Business Hubs, and consult with relevant State Government agencies and others as required.
3. Improve the Parklands income base by moving from small, short term lease assets to longer term, high-yield lease assets.
4. Develop and explore minor income generating opportunities such as cafés, and shelter and bike hire.
5. Develop partnerships with government and non-government entities to encourage investment in environmental, recreational, cultural or agricultural programs.



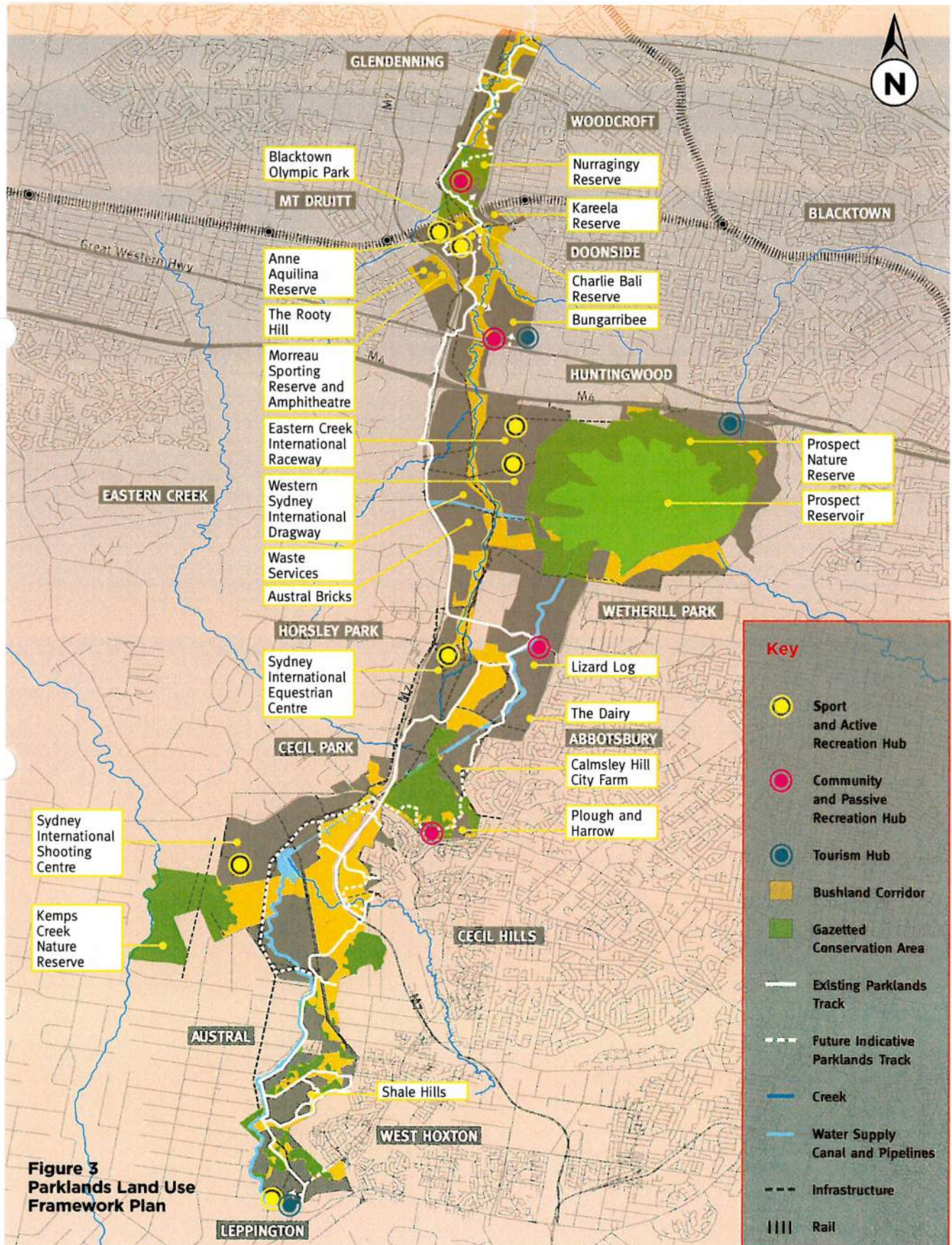
Objective 4:

Allow for new infrastructure and achieve a balance between the recreation and aesthetic values of the Parklands and the infrastructure needs of external agencies

Key actions:

1. Work with agencies to decide on the location and appearance of all new infrastructure/utilities in order to manage impacts on the Parklands whilst still allowing expansion to meet community demand.
2. Work with agencies to achieve public access and environmental benefits without adversely affecting infrastructure viability.
3. Allow for new infrastructure/utilities and manage the impacts of new infrastructure/utilities in the Parklands.
4. Where appropriate provide for critical community infrastructure such as emergency services.
5. Work with Sydney Catchment Authority and others on appropriate pedestrian and vehicle crossings over the water supply canal and pipelines to ensure that security, maintenance and integrity of the water supply infrastructure and water quality is protected.

2.4 Land Use Framework

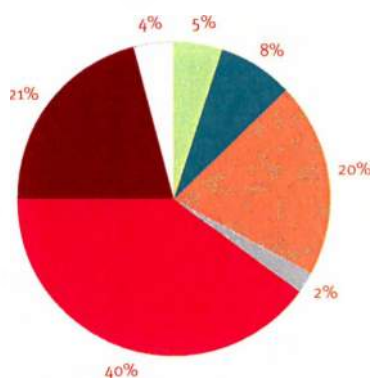


The Parklands land use framework plan (Figure 3) identifies the various activity hubs, linkages, infrastructure, bushland corridor, and gazetted conservation areas to be planned or delivered over the next 10 years. The Parklands precincts discussed in the next section provide a greater level of detail on each precinct.

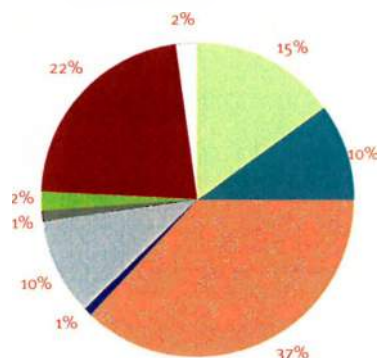
The Plan focuses on what will be delivered over the next 10 years as well as the interim land uses.

As a context for this 10 year Plan the future land use table indicates the targets for long term land uses beyond 2020 and the life of this Plan. As indicated in the Strategic Directions the Parklands will provide a mix of land uses in the long term to create a vibrant Parklands. As the Plan is reviewed every 7 years the long term land uses will also be reviewed.

Land use now



Long term land use targets



Land Use table – Now and Long Term

Land Use	Land use now Existing area (ha) and percentage of Parklands	Long term land use targets Future area (ha) and percentage of Parklands
Passive Recreation Picnic, play, events grounds, open space, walking, cycling and riding tracks, cafes	264 /5%	795/15%
Indoor and Outdoor Sports Facilities Sports fields and courts, sports centres such as equestrian and shooting centres, stadiums, racetracks, motorcycle tracks	422/8%	520/10%
Natural and Cultural Heritage Conservation Core bushland and habitat corridors, riparian corridors, wetlands	1056/20%	2006/37%
Community Facilities Meeting rooms, community centres and associated facilities	7/0%	52/1%
Urban Farming and Rural Grazing, cropping, horticulture and viticulture, forestry, agri processing plants, farmers markets, animal boarding, children's farm, agistment community gardens	105/2%	520/10%
Tourism Hotels, theme parks, wildlife parks, camping areas, entertainment venues, cinemas, convention/function centres	6/0%	52/1%
Business Hubs	—	100/2%
Interim Land Uses Short term residential tenancies, vacant land, private land yet to be acquired	2130/40%	—
Long Term Infrastructure Water storage and supply, electricity, gas, sewerage, roads, easements	1050/21%	1108/22%
Interim Infrastructure Waste services, Austral Bricks	240/4%	127/2%

- Passive Recreation
- Indoor & Outdoor Sports Facilities
- Natural & Cultural Heritage Conservation
- Community Facilities
- Urban Farming & Rural
- Tourism
- Business Hubs
- Interim Land Use
- Long Term Infrastructure
- Interim Infrastructure

2.4 Land Use Framework continued

Identification of Business Hubs

The Trust proposes that 2 percent of the Parklands will be for long term uses as Business Hubs and a further 1 percent of the Parklands for Tourism Hubs. These Hubs will be spread across the three Local Government Areas which the Parklands cover. Revenues generated from land rent from the long term leases of the Business Hubs will be used to fund the maintenance of existing facilities and the provision of additional park infrastructure.

The Trust recognises that the Parklands can make a significant contribution to economic development and employment in Western Sydney, as well as meet the Trust's recreation, environmental and sustainable funding goals.

The Plan marks the start of close consultation with the relevant local Councils and communities. The Trust intends to create council consultative committees and invite the involvement of Blacktown, Fairfield and Liverpool City Councils. The committees will be involved with the implementation of the Plan and in particular the identification of locations and land uses in Business Hubs.

In identifying these sites and land uses, four simple criteria will apply:

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.

The Trust will also consult with relevant State Government agencies and others in identifying the Business Hubs.