

Voluntary Planning Agreement 27 Railway Street, Corrimal

Transport for NSW
ABN 18 804 239 602

and

LegPro 70 Pty Ltd (ACN 628 315 239) in its capacity as
trustee for LegPro 70 Unit Trust

and

LegPro 70 Stage 1 Pty Ltd (ACN 675 052 105) in its
capacity as trustee for LegPro 70 Stage 1 Unit Trust

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Voluntary Planning Agreement

Date 2025

Parties

1. **Transport for NSW** ABN 18 804 239 602 of 231 Elizabeth Street, Sydney NSW 2000 (**TfNSW**)
2. **LegPro 70 Pty Ltd** (ACN 628 315 239) in its capacity as trustee for LegPro 70 Unit Trust of MLC Centre, Level 45, Suite 4502, 25 Martin Place, Sydney NSW 2000 (**Legacy**)
3. **LegPro 70 Stage 1 Pty Ltd** (ACN 675 052 105) in its capacity as trustee for LegPro 70 Stage 1 Unit Trust of MLC Centre, Level 45, Suite 4502, 25 Martin Place, Sydney NSW 2000 (**Stage 1 Developer**)

Background

- A. As at the date of this deed, Legacy owns the Land.
- B. The Stage 1 Developer will become the owner of the Land.
- C. On 16 April 2025, the Court granted the Stage 1 Development Consent authorising the carrying out of the Development on the Land. Pursuant to the conditions of the Stage 1 Development Consent, the Developer is required to enter into a planning agreement on the terms set out in the letter of offer dated 10 February 2025.
- D. The Developer intends to carry out the Development on the Land in accordance with the Stage 1 Development Consent.
- E. The Developer has offered to enter into this deed to provide the Monetary Contribution to TfNSW to facilitate an assessment of the level crossing at Railway Street, Corrimal, in satisfaction of the relevant condition of the Stage 1 Development Consent.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

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

Approval means any consent, approval, authorisation, determination, licence, registration, order, permission or concurrence required by Law, including those under the deed.

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

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

Construction Certificate has the meaning given to that expression in Part 6 of the Act.

Costs means any liability, loss, cost, fee, charge, expense, tax, rate, charge, fine, penalty or debt including those incurred in connection with advisors and any compensation payable to any person in accordance with the Law.

Court means the Land and Environment Court of New South Wales.

Dealing means selling, transferring, mortgaging, charging or subdividing the land or an interest in land.

Developer means Legacy and the Stage 1 Developer.

Development means the construction of five residential flat buildings with basement parking, associated landscaping, construction of roundabout and internal roads on the Land in accordance with the Stage 1 Development Consent.

Development Application has the meaning given to it in the Act.

Development Certification Regulation means the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021* (NSW).

Development Consent has the meaning given to it in the Act.

Development Contribution means the Monetary Contribution to be provided by the Developer in accordance with this deed.

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

Explanatory Note means the explanatory note exhibited with this deed.

GST has the meaning given to that expression in the GST Law.

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

GST Law has the same meaning given to that expression in the GST Act or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act.

Land means the land described as at the date of this deed as Lot 101 in DP1301632.

Law means any statute, regulation, rule, proclamation, order, ordinance or by law, whether present or future and whether Commonwealth, State, territorial or local, and the common law.

LRS means NSW Land Registry Services.

Monetary Contribution means the monetary payment of \$100,000 required to be made by the Developer to TfNSW under clause 4.1 of this deed.

Occupation Certificate has the meaning given to that expression in Part 6 of the Act.

Register means the Torrens title register maintained under the *Real Property Act 1900* (NSW).

Regulation means the *Environmental Planning and Assessment Regulation 2021* (NSW).

Stage 1 Development Consent means the development consent (DA-2023/550) granted by the Court on 16 April 2025, as may be modified from time to time, which authorises the carrying out of the Development on the Land.

Subdivision Certificate has the meaning given to that expression in Part 6 of the Act.

1.2 Construction

In this deed, unless the context clearly indicates otherwise:

- (a) a reference to this deed or another document means this deed or that other document and any document which varies, supplements, replaces, assigns or novates this deed or that other document;
- (b) a reference to legislation or a legislative provision includes any statutory modification, or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (c) a reference to a body or authority which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;
- (d) a reference to the introduction, a clause, schedule or annexure is a reference to the introduction, a clause, a schedule or an annexure to or of this deed;
- (e) clause headings, the introduction and the table of contents are inserted for convenience only and do not form part of this deed;
- (f) the schedules form part of this deed;
- (g) a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (h) a reference to a natural person includes their personal representatives, successors and permitted assigns;
- (i) a reference to a corporation includes its successors and permitted assigns;
- (j) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this deed;
- (k) except with respect to obligations or warranties provided by the Developer, an obligation or warranty on the part of 2 or more persons binds them severally but not jointly and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- (l) including and includes are not words of limitation;

- (m) a word that is derived from a defined word has a corresponding meaning;
- (n) monetary amounts are expressed in Australian dollars;
- (o) the singular includes the plural and vice-versa;
- (p) words importing one gender include all other genders;
- (q) a reference to a thing includes each part of that thing; and
- (r) neither this deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

2. Operation and application of this deed

2.1 Operation

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

2.2 Planning agreement under the Act

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

2.3 Application

This deed applies to:

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

3. Application of sections 7.11, 7.12 and Div 7.1, subdivision 4 of the Act

The application of sections 7.11, 7.12 and Division 7.1, Subdivision 4 of the Act to the Development are not excluded from operation in respect of the Development.

4. Development Contributions

4.1 Monetary Contribution

- (a) The Developer agrees to provide the Monetary Contribution to TfNSW prior to the issue of the first Construction Certificate for the Development.
- (b) TfNSW agrees to use or expend the Monetary Contribution for the purpose of undertaking or procuring an assessment of the level crossing at Railway Street, Corrimal and for no other purpose.

4.2 Delivery of Monetary Contribution

- (a) The Monetary Contribution is taken to be paid for the purposes of this deed when funds are deposited, cleared and credited by means of electronic funds transfer into a bank account nominated by TfNSW.

- (b) The Developer is to give TfNSW a minimum of 5 Business Days written notice of its intention to pay the Monetary Contribution.
- (c) Within 5 Business Days of receipt of the notice under clause 4.2(b), TfNSW must provide its nominated account details to allow the Developer to deposit the Monetary Contribution.

4.3 Restriction on issue of certificates

The parties agree that the requirement to provide the Monetary Contribution in accordance with clause 4.1 is a restriction on the issue of a Construction Certificate within the meaning of section 6.8 of the Act and section 21 of the Development Certification Regulation.

4.4 No merger

This clause 4 does not merge on the completion, rescission or other termination of this deed or on the transfer of any property supplied under this deed.

5. Enforcement

The Developer agrees to provide security to TfNSW for the performance of the Developer's obligations to provide the Monetary Contribution under this deed by:

- (a) agreeing to a restriction on the issue of a Construction Certificate under clause 4.3
- (b) registering this deed on title to the Land in accordance with clause 6.

6. Registration

6.1 Interest in land

Legacy represent and warrant that it is:

- (a) the owner of the Land; and
- (b) legally and beneficially entitled to obtain all Approvals and to compel any person referred to or contemplated by clause 6.2(a)(i) to assist, cooperate and otherwise do all things necessary for the Developer to comply with its obligations under this clause 6.

6.2 Registration of deed

- (a) Within 20 Business Days of the Developer receiving a copy of this deed executed by TfNSW, the Developer must, at its own Cost, take all practical steps and otherwise do anything reasonable and lawful to procure:
 - (i) the consent of each person who has:
 - (A) a registered estate or interest in the Land; or
 - (B) is seized or possessed of an estate or interest in the Land, to the registration of this deed on title to the Land;

- (ii) the execution of any documents required to enable registration of this deed on title to the Land; and
 - (iii) the electronic lodgement of this deed through an ELNO for registration on the relevant folios of the Register for the Land.
- (b) The Developer must, at its own Cost, take all practical steps and otherwise do anything necessary to procure registration of this deed on the relevant folios of the Register for the Land as soon as practicable after lodging this deed for registration, including promptly responding to any requisitions made by the Registrar-General in respect of this deed or any ancillary documents.

6.3 Evidence of Registration

The Developer must provide TfNSW with:

- (a) evidence of the lodgement of this deed under clause 6.2(a)(iii) within 10 Business Days of such lodgement at LRS; and
- (b) a copy of the relevant folios of the Register for the Land and a copy of the registered dealing containing this deed within 10 Business Days of registration of this deed.

6.4 Release and discharge of deed from Land

- (a) The Developer will be released from its obligations under this deed once the Developer has satisfied its obligations to provide the Development Contributions in accordance with this deed and satisfied all of its other obligations under this deed.
- (b) Following the Developer's satisfaction of its obligations under this deed, TfNSW will do all things reasonably required by the Developer to have the Registrar-General remove this deed from the relevant folio(s) of the Register for the Land.

7. Dispute Resolution

7.1 Not commence

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

7.2 Written notice of dispute

A party claiming that a dispute has arisen under or in relation to this deed must give written notice to the other parties specifying the nature of the dispute and requiring the dispute be addressed in accordance with this clause 7.

7.3 Attempt to resolve

On receipt of a notice under clause 7.2:

- (a) a party may, within 10 Business Days, provide notice to each other party that it is not interested in the dispute to which the notice relates, and does not wish to be involved in the dispute resolution process, provided that a

party cannot issue such a notice if the dispute relates to or arises from any act or omission of that party; and

- (b) the parties to the dispute must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or other techniques agreed by them.

7.4 Mediation

If the parties to the dispute do not agree within 20 Business Days of receipt of a notice under clause 7.2 (or any further period agreed in writing by them) as to:

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

then, subject to clause 7.5, the parties to the dispute must mediate the dispute in accordance with the Law Society of NSW's Mediation Program. The parties to the dispute must, as soon as possible, request the president of the Law Society of NSW or the president's nominee to select the mediator and determine the mediator's remuneration.

7.5 Court proceedings

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

7.6 Use of information

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

7.7 No prejudice

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

7.8 Continued performance of obligations

Despite the existence of a dispute under this clause 7, but subject to any order of a court or the agreement of the parties, the parties must continue to perform their obligations under this deed.

8. GST

8.1 Construction

In this clause 8:

- (a) unless there is a contrary indication, words and expressions which are not defined in this deed but which have a defined meaning in the GST Law have the same meaning as in the GST Law; and
- (b) references to GST payable and input tax credit entitlements include:
 - (i) notional GST payable by, and notional input tax credit entitlements of the Commonwealth, a State or a Territory (including a government, government body, authority, agency or instrumentality of the Commonwealth, a State or a Territory); and
 - (ii) GST payable by, and the input tax credit entitlements of, the representative member of a GST group of which the entity is a member.

8.2 Intention of the parties

The parties intend that:

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

8.3 Consideration GST exclusive

Unless otherwise expressly stated, all consideration, whether monetary or non-monetary, payable or to be provided under or in connection with this deed is exclusive of GST (GST-exclusive consideration). Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purposes of clause 8.4.

8.4 Payment of GST

Notwithstanding clause 8.2, if GST is payable on any supply made by:

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

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

8.5 Timing of GST payment

The amount referred to in clause 8.4 must be paid in addition to and at the same time and in the same manner (without any set-off or deduction) that the GST-exclusive consideration for the supply is payable or to be provided.

8.6 Tax invoice

The Supplier must deliver a tax invoice or an adjustment note to the recipient of a taxable supply before the Supplier is entitled to payment of an amount under clause 8.4.

8.7 Adjustment event

If an adjustment event arises in respect of a supply made by a Supplier under or in connection with this deed, any amount that is payable under clause 8.4 will be calculated or recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.

8.8 Reimbursements

- (a) Where a party is required under or in connection with this deed to pay for, reimburse or contribute to any expense, loss, liability or outgoing suffered or incurred by another party or to indemnify another party in relation to such an expense, loss, liability or outgoing (Reimbursable Expense), the amount required to be paid, reimbursed, contributed to or indemnified by the first party will be reduced by the amount of any input tax credits to which the other party is entitled in respect of the Reimbursable Expense.
- (b) This clause 8.8 does not limit the application of clause 8.4, if appropriate, to the Reimbursable Expense as reduced in accordance with clause 8.8(a).

8.9 No merger

This clause 8 does not merge on the completion, rescission or other termination of this deed or on the transfer of any property supplied under this deed.

9. Assignment and Novation

9.1 Right to assign or novate

- (a) Prior to a proposed assignment or novation of its rights or obligations under this deed, the party seeking to assign its rights or novate its obligations (**Assigning Party**) must seek the consent of TfNSW and:
 - (i) satisfy TfNSW (acting reasonably) that the person to whom the Assigning Party's rights or obligations are to be assigned or novated (**Incoming Party**) has sufficient assets, resources and expertise required to perform the Assigning Party's obligations under this deed insofar as those obligations are to be novated to the Incoming Party;
 - (ii) procure the execution of an agreement by the Incoming Party with TfNSW on terms satisfactory to TfNSW (acting reasonably) under which the Incoming Party agrees to comply with the terms and conditions of this deed as though the Incoming Party were the Assigning Party; and
 - (iii) satisfy TfNSW, acting reasonably, that it is not in material breach of its obligations under this deed.

- (b) The Assigning Party must pay TfNSW's reasonable legal costs and expenses incurred under this clause 9.1.

9.2 Right to transfer land

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

9.3 Release of Legacy

TfNSW acknowledges and agrees that if Legacy transfers the Land to the Stage 1 Developer then on and from the date of the transfer and subject to the Stage 1 Developer providing evidence that it has assumed ownership of the Land and Legacy is not in material breach of its obligations under this deed:

- (a) Legacy will be released and discharged from its obligations arising under this deed; and
- (b) TfNSW will not seek to enforce the terms of this deed against Legacy in the event of a breach by the Developer of any obligations arising under this deed.

10. Capacity

10.1 General warranties

Each party warrants to each other party that:

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

10.2 Power of attorney

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

11. Reporting Requirement

The Developer must provide at least 20 Business Days' written notice to TfNSW prior to the lodgement of any application for the issue of a Construction Certificate which triggers any obligation under this deed.

12. General

12.1 Entire agreement

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

12.2 Variation

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

12.3 Waiver

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

12.4 Further assurances

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

12.5 Time for doing acts

- (a) If:
 - (i) the time for doing any act or thing required to be done; or
 - (ii) a notice period specified in this deed,

expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.

- (b) If any act or thing required to be done is done after 5.00pm on the specified day, it is taken to have been done on the following Business Day.

12.6 Governing law and jurisdiction

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

12.7 Severance

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

12.8 Preservation of existing rights

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

12.9 No merger

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

12.10 Counterparts

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

12.11 Relationship of parties

Unless otherwise stated:

- (a) nothing in this deed creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

12.12 Good faith

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

12.13 No fetter

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

12.14 Explanatory Note

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

12.15 Costs, expenses and stamp duty

- (a) The Developer must pay its own and TfNSW's reasonable legal costs and disbursements in connection with the negotiation, preparation, execution, registration and administration of this deed.
- (b) The Developer must pay all costs and expenses associated with the giving of public notice of this deed and the Explanatory Note in accordance with the Regulation.
- (c) The Developer must pay all taxes assessed on or in respect of this deed and any instrument or transaction required or contemplated by or necessary to give effect to this deed (including stamp duty and Registration fees, if applicable, on any transfer of land).
- (d) The Developer must pay TfNSW's costs pursuant to clauses 12.15(a) and 12.15(b):
 - (i) where TfNSW has provided the Developer with a tax invoice for the sum of such costs prior to execution of this deed, on the date of execution of this deed; or
 - (ii) where TfNSW has not provided the Developer with a tax invoice for the sum of such costs prior to execution, within 20 Business Days of receipt of a tax invoice from TfNSW for payment.

12.16 Notices

- (a) Any notice, demand, consent, approval, request or other communication (**Notice**) to be given under this deed must be in writing and either;
 - (i) hand delivered to the address shown below;
 - (ii) sent by email to the email address shown below, but only if the relevant party has included an email address below; or
 - (iii) sent by prepaid ordinary mail within Australia to the address shown below:

TfNSW

Contact: Damien Pfeiffer

Address: 188 Macquarie Street, Dubbo NSW 2830

Email: development.tfnsw@transport.nsw.gov.au

Legacy and Stage 1 Developer

Contact: Thomas Kent

Address: Level 45, 25 Martin Place, Sydney NSW 2000

Email: tkent@legacyproperty.com.au

- (b) A Notice may be sent by email only if:
- (i) it states (or any attachment states) the name of the sending party and a person duly authorised by the sending party;
 - (ii) it states (or any attachment states) that the email (or the attachment) is a communication either under this deed or in connection with this deed; and
 - (iii) for an email which contains attachments - the attachments are in a format which the receiving party can open, view and download at no additional cost,

and communications sent by email are taken to be signed by the named sender.

- (c) A Notice is taken to be given if:
- (i) hand delivered, on the date of delivery; or
 - (ii) sent by email during any Business Day, on the date that the sending party's email records indicate the email was sent, unless the sender also receives a delivery failure notification or other information indicating that the email has not been delivered to the intended recipient; or
 - (iii) sent by prepaid ordinary mail within Australia, on the date that is 7 Business Days after the date of posting.
- (d) A party may change its address, email address or contact information as specified in clause 12.16(a) at any time by way of a Notice issued to the other parties.

12.17 Electronic execution

The parties acknowledge and agree that:

- (a) a party may electronically sign a soft copy of this deed and by doing so will:
 - (i) bind itself to this deed; and
 - (ii) satisfy any statutory or other requirements for this deed to be in writing and signed by that party as a deed; and
- (b) a soft copy of this deed signed by that party will constitute an executed original counterpart and if that document is printed with that party's electronic signature appearing that print-out will also constitute an executed original counterpart.

13. Trustee Limitation of Liability

13.1 Limitation of liability - LegPro 70 Pty Ltd

- (a) In this clause 13.1:
 - (i) Trust means the LegPro 70 Unit Trust;
 - (ii) Trustee means LegPro 70 Pty Ltd (ACN 628 315 239); and
 - (iii) Trust Deed means the trust deed establishing the Trust.
- (b) The Trustee warrants that:
 - (i) it enters into this deed in its capacity as trustee of the Trust and in no other capacity;
 - (ii) it is empowered by the terms of the Trust Deed or any other instrument constituting the Trust to enter into this deed in accordance with its provisions; and
 - (iii) it is entitled to be indemnified out of the assets of the Trust in respect of the obligations and liabilities assumed by it under the terms of this deed.
- (c) TfNSW acknowledges and agrees that, despite any other provision of this deed, any liability or obligation of the Trustee arising under or in connection with this deed can only be enforced to the extent to which they are entitled to be, and are in fact, indemnified for that liability or obligation out of the assets of the Trust. This includes without limitation any representation, warranty or conduct by the Trustee.
- (d) Clause 13.1(c) does not apply to any liability or obligation of the Trustee to the extent there is a reduction in their ability to be indemnified for that liability or obligation out of the assets of the Trust as a result of the Trustee's fraud, negligence or breach of trust.

13.2 Limitation of liability - LegPro 70 Stage 1 Pty Ltd

- (a) In this clause 13.2:
 - (i) Trust means the LegPro 70 Stage 1 Unit Trust;
 - (ii) Trustee means LegPro 70 Stage 1 Pty Ltd (ACN 675 052 105); and
 - (iii) Trust Deed means the trust deed establishing the Trust.
- (b) The Trustee warrants that:
 - (i) it enters into this deed in its capacity as trustee of the Trust and in no other capacity;
 - (ii) it is empowered by the terms of the Trust Deed or any other instrument constituting the Trust to enter into this deed in accordance with its provisions; and

- (iii) it is entitled to be indemnified out of the assets of the Trust in respect of the obligations and liabilities assumed by it under the terms of this deed.
- (c) TfNSW acknowledges and agrees that, despite any other provision of this deed, any liability or obligation of the Trustee arising under or in connection with this deed can only be enforced to the extent to which they are entitled to be, and are in fact, indemnified for that liability or obligation out of the assets of the Trust. This includes without limitation any representation, warranty or conduct by the Trustee.
- (d) Clause 13.2(c) does not apply to any liability or obligation of the Trustee to the extent there is a reduction in their ability to be indemnified for that liability or obligation out of the assets of the Trust as a result of the Trustee's fraud, negligence or breach of trust.

Schedule 1 – Requirements under the Act

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

Table 1 – Requirements under section 7.4 of the Act

Requirement under the Act	This deed
Planning instrument and/or development application – (section 7.4(1) of the Act) The Developer has: (a) sought a change to an environmental planning instrument. (b) made, or proposes to make, a Development Application. (c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.	(a) No (b) Yes (c) No
Description of land to which this deed applies – (section 7.4(3)(a) of the Act)	The Land as defined in clause 1.
Description of the change to the environmental planning instrument and the development to which this deed applies – (section 7.4(3)(b) of the Act)	The Development as defined in clause 1.
The scope, timing and manner of delivery of contribution required by this deed – (section 7.4(3)(c) of the Act)	See clause 4.
Applicability of sections 7.11 and 7.12 of the Act – (section 7.4(3)(d) of the Act)	The application of sections 7.11 and 7.12 of the Act are not excluded in respect of the Development.
Applicability of Division 7.1, Subdivision 4 of the Act – (section 7.4(3)(d) of the Act)	The application of Division 7.1, Subdivision 4 of the Act is not excluded in respect of the Development.
Consideration of benefits under this deed if section 7.11 applies – (section 7.4(3)(e) of the Act)	The Development Contribution to be provided by the Developer under this deed will not be taken into consideration in determining a development contribution in respect of the Development under section 7.11 of the Act.
Mechanism for Dispute Resolution – (section 7.4(3)(f) of the Act)	See clause 7.

Requirement under the Act	This deed
Enforcement of this deed – (sections 7.4(3)(g) and 7.6 of the Act)	See clause 5.
No obligation to grant consent or exercise functions – (section 7.4(9) of the Act)	See clause 12.13.

Table 2 – Other Matters

Requirement under the Act or regulations	This deed
Registration of the Planning Agreement – (section 7.6 of the Act)	Yes – see clause 6.
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a construction certificate is issued – (section 21 of the Development Certification Regulation)	Yes – see clause 4.3.
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before an occupation certificate is issued – (section 48 of the Development Certification Regulation)	No
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a subdivision certificate is issued – (section 34 of the Development Certification Regulation)	No

Execution page

Executed as a deed in _____

Signed, sealed and delivered by
Transport for NSW (ABN 18 804 239
602) by its authorised delegate in the
presence of:

Signature of witness

Signature of authorised delegate

Name of witness

Name of authorised delegate

Electronic signature of me,

Electronic signature of me,

[insert full name]

[insert full name]

Affixed by me on

Affixed by me on

[insert date and time]

[insert date and time]

[strike through above if document is not
executed electronically]

This document was signed in counterpart and
witnessed over audio visual link in accordance
with section 14G of the *Electronic
Transactions Act 2000* (NSW)

[strike through above if document is not
witnessed electronically]

Signed, sealed and delivered by **LegPro 70 Pty Ltd** (ACN 628 315 239) in its capacity as trustee for LegPro 70 Unit Trust in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by:

Signature of Sole Director and Secretary

Name of Sole Director and Secretary in full

Signed, sealed and delivered by **LegPro 70 Stage 1 Pty Ltd** (ACN 675 052 105) in its capacity as trustee for LegPro 70 Stage 1 Unit Trust in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by:

Signature of Sole Director and Secretary

Name of Sole Director and Secretary in full