

# Glenmore Park Stage 2 Release Area

## Second Council Planning Agreement

### Deed of Variation

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Penrith City Council

Lensworth Glenmore Park Limited  
~~Mulpha Norwest Pty Limited~~  
~~Mulpha FKP Pty Limited trading as Norwest Land~~



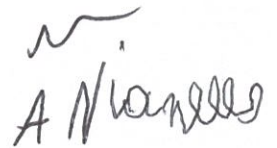
Holicombe Pty Limited

Glenmore Park Creek Developments Pty Limited

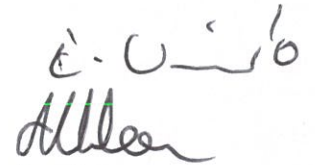


Assunta Vianello

Vianello Holdings Pty Limited

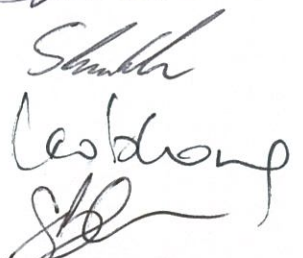


Mint Holdings Pty Limited



**gadens**

77 Castlereagh Street  
Sydney NSW 2000  
Australia  
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F +61 2 9931 4888  
Ref ©00



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## Details page

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<b>Party 1</b>	Party	Penrith City Council
	ABN	43 794 422 563
	Address	601 High Street, PENRITH NSW 2750
<b>Party 2</b>	Party	Lensworth Glenmore Park Limited
	ABN	59 007 533 888
	Address	133 Castlereagh Street, SYDNEY NSW 2000
<b>Party 3</b>	Party	<del>Mulpha FKP Pty Limited trading as Norwest Land</del> <i>Mulpha Norwest Pty Limited</i>
	ABN	27 000 004 633
	Address	Level 5, 99 Macquarie Street, SYDNEY NSW 2000
<b>Party 4</b>	Party	Holicombe Pty Limited in its capacity as trustee of the Wearn Quarry Trust
	ABN	76 691 030 709
	Address	2091 Castlereagh Road, PENRITH NSW 2150
<b>Party 5</b>	Party	Glenmore Park Creek Developments Pty Limited
	ABN	ABN 67 135 871 966
	Address	879 Mulgoa Road, MULGOA NSW 2745
<b>Party 6</b>	Party	Assunta Vianello
	ABN	27 709 051 547
	Address	"Hills of Home" 2183 The Northern Road, MULGOA NSW 2745
<b>Party 7</b>	Party	Vianello Holdings Pty Limited in its capacity as trustee of the Vianello Family Trust
	ACN	133 215 175
	Address	c/- G.J. Moutzourris & Co, Suite 4, Level 1, 28 Burwood Road, BURWOOD NSW
<b>Party 8</b>	Party	Mint Holdings Pty Limited
	ABN	20 002 055 165
	Address	36 South Street, RYDALMERE NSW 2166

# Deed of Variation

## Dated

16<sup>th</sup> February 2016.

## Parties

Penrith City Council (**Council**)

Lensworth Glenmore Park Limited (**Lensworth**)

Mulpha Northwest Pty Limited (**Norwest Land**)

Mulpha FKP Pty Limited trading as Norwest Land (**Norwest Land**)

Holicombe Pty Limited in its capacity as trustee of the Wearn Quarry Trust (**Holicombe**)

Glenmore Park Creek Developments Pty Limited (**GPCD**)

Assunta Vianello (**Vianello**)

Vianello Holdings Pty Limited in its capacity as trustee of the Vianello Family Trust (**Vianello Holdings**)

Mint Holdings Pty Limited (**Mint Holdings**)

## Background

- A. On 6 November 2012, the Council, the Landowners and the Developers (**the Parties**) entered into the Planning Agreement concerning the land known as Glenmore Park Stage 2 Release Area (**GP2RA Land**).
- B. The Planning Agreement was entered into in relation to the development of the GP2RA Land (into, inter alia, approximately 1628 residential lots, a retail centre and a school site).
- C. Under the Planning Agreement, the Landowners and the Developers will pay monetary contributions, or provide other material public benefits, or a combination of them, in connection with the Development Contributions Plan on the terms and conditions of the Planning Agreement.
- D. This Deed is to amend the Planning Agreement and is a deed of variation to the Planning Agreement under clause 25C(3) of the *Environmental Planning and Assessment Regulation 2000*.
- E. This Deed amends the Planning Agreement to, amongst other things:
  - (a) enable Council to continue to release Subdivision Certificates to a new threshold of 1050 residential lots before certain intersection works at Bradley Street/The Northern Road are undertaken; and
  - (b) revise the scope of the road and traffic works required to be completed at the Bradley Street/The Northern Road intersection; and

- (c) sequence the delivery of works required under the Planning Agreement in accordance with specified lot thresholds.

## Operative provisions

### 1. Definitions and interpretation

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#### 1.1 Definitions

In this document, unless the context requires otherwise:

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

**Authority** means any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes an accredited certifier accredited under the Act.

**Costs** includes all costs, charges and expenses, including those incurred in connection with advisers and legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is the higher.

**Council** means the Penrith City Council.

**Developers** means each of Lensworth, Norwest Land, GPCD, Vianello Holdings and Mint Holdings and their successors and assigns.

**Development** means the use of land, the subdivision of land, the erection of a building, the carrying out of a work and the demolition of a building or work.

**Development Application** has the meaning given to that term in the Act.

**Development Consent** has the meaning given to that term in the Act.

**Development Contributions Plan** means the GP2 Development Contributions Plan adopted by the Council on 24 May 2010 pursuant to section 94 of the Act as amended from time to time.

**Explanatory Note** means the explanatory note relating to this Deed, as required by clause 25E of the Regulation.

**Glenmore Park Stage 2 Release Area** means the land which is identified and delineated by heavy black ink on the Clause Application Map, Sheet 2, of the Penrith Local Environmental Plan 2010.

**Landowners** means each of Lensworth, Norwest Land, Holicombe, Vianello and Mint Holdings and their successors and assigns.

**Law** means:

- (a) the common law including principles of equity; and
- (b) the requirements of all statutes, rules, ordinances, codes, regulations, proclamations, by-laws or consents by an Authority,

presently applying or as they may apply in the future.

**Legislation** means any statute, rule, ordinance, code, regulation, proclamation, by-law or consent by an Authority.

**Party** means a party to this Deed, including their respective successors and assigns.

**Planning Agreement** means the document titled 'Second Council Planning Agreement' which was executed by the Parties and dated 6 November 2012.

**Regulation** means the *Environmental Planning and Assessment Regulation 2000* (NSW).

**Subdivision Certificate** means a certificate issued under section 109C(1)(d) of the Act for a plan creating residential allotments.

## 1.2 Interpretation

In this document, unless the context requires otherwise:

- (a) clause and subclause headings are for reference purposes only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) a reference to a person includes any other entity recognised by law and vice versa;
- (e) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) any reference to a party to this document includes its successors and permitted assigns;
- (g) any reference to any agreement or document includes that agreement or document as amended at any time;
- (h) the use of the word **includes** or **including** is not to be taken as limiting the meaning of the words preceding it;
- (i) the expression **at any time** includes reference to past, present and future time and performing any action from time to time;
- (j) an agreement, representation or warranty by two or more persons binds them jointly and severally and is for the benefit of them jointly and severally;

## **2. Status of this Deed**

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- 2.1 This Deed is an amendment to the Planning Agreement within the meaning of clause 25C(3) of the Regulation.

## **3. Commencement**

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- 3.1 This Deed takes effect once all Parties have executed this Deed.
- 3.2 The Party who executes this Deed last is to insert on the front page the date they did so and provide a copy of the fully executed and dated Deed to any other person who is a Party.

## **4. Warranties**

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- 4.1 The Parties warrant to each other that they:
- (a) have full capacity to enter into this Deed; and
  - (b) are able to fully comply with their obligations under this Deed and the Planning Agreement as modified by this Deed.

## **5. Amendment of Planning Agreement**

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- 5.1 On and from the date this Deed takes effect, the Planning Agreement is amended in accordance with Schedule 1.

## **6. Assumption of obligations**

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- 6.1 On and from the date this Deed takes effect, the Landowners are bound by and are to comply with the terms of the Planning Agreement as amended by this Deed.

## **7. Explanatory Note**

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- 7.1 The Appendix contains the Explanatory Note relating to this Deed required by clause 25E of the Regulation.
- 7.2 Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this Deed.

## **8. General provisions**

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### **8.1 Costs**

Each party must pay its own Costs in relation to:

- (a) the negotiation, preparation, execution, performance, amendment or registration of, or any consent given or made; and

(b) that party performing any action in complying with any liability arising, under this document, or any agreement or document executed or effected under this document, unless this document provides otherwise.

## **8.2 Governing law and jurisdiction**

- (a) This document is governed by and construed under New South Wales law.
- (b) Any legal action in relation to this document against any party or its property may be brought in any court of competent jurisdiction in New South Wales.
- (c) By execution of this document, each party irrevocably, generally and unconditionally submits to the non-exclusive jurisdiction of any court specified in this clause in relation to both itself and its property.

## **8.3 Amendments**

Any amendment to this document has no force or effect, unless effected by a document executed by the parties.

## **8.4 Third parties**

This document confers rights only on a person expressed to be a party to it, and not on any other person.

## **8.5 Precontractual negotiation**

This document:

- (a) expresses and incorporates the entire agreement between the parties concerning its subject matter, and all the terms of that agreement; and
- (b) supersedes and excludes any prior or collateral negotiation, understanding, communication or agreement by or between the parties concerning that subject matter or any term of that agreement.

## **8.6 Further assurances**

Each party must execute any document and perform any action necessary to give full effect to this document, whether before or after performance of this document.

## **8.7 Waivers**

Any failure by a party to exercise any right under this document does not operate as a waiver. The single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.

## **8.8 Remedies**

The rights of a party under this document are cumulative and not exclusive of any rights provided by law.

## **8.9 Severability**

Any clause of this document which is invalid in any jurisdiction, is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining clauses of this document or the validity of that clause in any other jurisdiction.



#### **8.10 Counterparts**

This document may be executed in any number of counterparts, all of which taken together are deemed to constitute the same document.

#### **8.11 Party acting as trustee**

If a party enters into this document as trustee of a trust, that party and its successors as trustee of the trust will be liable under this document in its own right, and as trustee of the trust. Nothing releases the party from any liability in its personal capacity. The party warrants that at the date of this document:

- (a) all the powers and discretions conferred by the deed establishing the trust are capable of being validly exercised by the party as trustee and have not been varied or revoked, and the trust is a valid and subsisting trust;
- (b) the party is the sole trustee of the trust and has full and unfettered power under the terms of the deed establishing the trust to enter into and be bound by this document on behalf of the trust, and that this document is being executed and entered into as part of the due and proper administration of the trust and for the benefit of the beneficiaries of the trust; and
- (c) no restriction on the party's right of indemnity out of or lien over the trust's assets exists, or will be created or permitted to exist, and that right will have priority over the rights of the beneficiaries to the trust's assets.

## Schedule 1: Amendment to Planning Agreement

1. As a result of the death of Sergio Vianello on 28 September 2014 and by reason of the Vianello land as described in Schedule 2 of the Second Planning Agreement now being held solely by Assunta Vianello, all references in the Second Planning Agreement to "Sergio & Assunta Vianello" are deleted and replaced with "Assunta Vianello".
2. The drawing comprising Annexure C of the Second Council Planning Agreement as it appears on page 56 is deleted and replaced with the drawing titled 'Annexure C Infrastructure Plan Amended October 2015' (see Schedule 3 of this Deed).
3. The following words of the Second Council Planning Agreement as they appear on the page numbered 83 are deleted:

<b>Table 3 – ESTATE WIDE CONTRIBUTION WORKS</b>			
<b>Precinct</b>	<b>Estate Wide Contribution Works Outside Precinct (Column 2)</b>	<b>Responsible Party for Contribution Works in Column 2 (Column 3)</b>	<b>When Required to be Delivered/Practically Completed (Column 4)</b>
Estate Wide	The first 200 metres of Bradley Street from its intersection with the Northern Road (including the Bradley St/Northern Road intersection works) as shown in Annexure C and in accordance with specification for the first 200m of Bradley Street from its intersection with the Northern Road in Annexure F.	Norwest Land	Prior to issue of the Subdivision Certificate which relates to any part of the Land being developed by the Landowners or Developers comprising (amongst other land) the 1000th Residential lot or Anticipated Swelling (in the case of Identified Development Lots) within Glenmore Park Stage 2 as shown in a Plan of Subdivision for which the Subdivision Certificate is sought.

4. The following words are inserted in place of those deleted words:

<b>Table 3 – ESTATE WIDE CONTRIBUTION WORKS</b>			
<b>Precinct</b>	<b>Estate Wide Contribution Works Outside Precinct (Column 2)</b>	<b>Responsible Party for Contribution Works in Column 2 (Column 3)</b>	<b>When Required to be Delivered/Practically Completed (Column 4)</b>
Estate Wide	Installation of traffic signals at the intersection of Bradley Street and The Northern Road generally in accordance with the plan by J Wyndham Prince No. 9859 SKR08 sheets 1 – 3 dated 21 <sup>st</sup> May 2015 as shown in Annexure F.	Norwest Land	<p>The works are to have commenced prior to Issue of the Subdivision Certificate which relates to any part of the Land being developed by the Landowners or Developers comprising (amongst other land) the 1050th Residential Lot or Anticipated Dwelling (in the case of Identified Development Lots) within Glenmore Park Stage 2 as shown in a Plan of Subdivision for which the Subdivision Certificate is sought. The works are to be completed within 9 months of commencement of the works, or such other longer period as agreed by Council in writing, otherwise the release of Subdivision Certificates will cease until such time that the works are completed.</p> <p>Note: the works are deemed to have commenced upon physical commencement of the civil and signal works for the installation of traffic lights (i.e. earthworks), and when the intersection is operating under a certified and approved Construction Traffic Management Plan and Traffic Control Plans, which includes (if required) a reduced signposted speed</p>

			<p>limit within the construction zone along The Northern Road.</p> <p>Norwest Land is to provide a written notice of commencement to Penrith City Council within 7 days of the commencement of the works.</p>
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5. The following words of Annexure F of the Second Council Planning Agreement as they appear on the page numbered 87 are deleted:

<b>14. Specification for Bradley St (200m)</b>	
	<ul style="list-style-type: none"> <li>• General Specification (as above)</li> <li>• See attached J Wyndham Prince plan No 8477/SKR22 dated 1/12/2011 in so far as the plan refers to works in Bradley Street, as amended through recommendations of the Road Safety Audit undertaken by Traffic Solutions Pty Ltd dated 26 March 2012, REF 11.12.073</li> </ul>

6. The following words are inserted in place of those deleted words:

<b>14. Specification for Installation of Traffic Signals</b>	
	<ul style="list-style-type: none"> <li>• General Specification (as above)</li> <li>• See attached J Wyndham Prince plan No 9859/SKR08 Sheets 1-3 dated 21<sup>st</sup> May 2015 in so far as the plan refers to the installation of traffic signals at the intersection of Bradley Street and The Northern Road</li> </ul>

7. The drawing comprising Annexure F of the Second Council Planning Agreement as it appears on page 97 is deleted and replaced with J Wyndham Prince plan No 9859/SKR08 Sheets 1-3 dated 21<sup>st</sup> May 2015 (see Schedule 3 of this Deed).

## **Schedule 2: Explanatory Note Deed of Variation to Planning Agreement**

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### **Explanatory Note**

#### **Deed of Variation to the Second Council Planning Agreement**

##### Introduction

The purpose of this explanatory note is to provide a plain English summary to support the notification of the proposed amendment of an existing Planning Agreement that was entered into on 6 November 2012. This explanatory note is also provided in order to comply with Clause 25E of the *Environmental Planning and Assessment Regulation 2000* (“the Regulation”).

##### What is a Planning Agreement?

The Environmental Planning and Assessment Act 1979 (“the Act”) allows landowners and developers to voluntarily enter into ‘Planning Agreements’ with consent authorities (in this case Penrith City Council) to dedicate land free of cost, pay a monetary contribution, or provide any other material public benefit, or any combination of them, to be used for or applied towards a public purpose.

##### What Planning Agreement is proposed to be amended?

It is proposed to amend the Second Council Planning Agreement (the “Planning Agreement”) prepared under Subdivision 2 of Division 6 of Part 4 of the Act and entered into by all parties on 6 November 2012. This amendment will be achieved via a Deed of Variation (“the Amending Deed”) that is to be publicly notified at the same time as this Explanatory Note.

This explanatory note has been prepared jointly by the parties as required by Clause 25E of the Regulation

##### The Parties

The Parties to the Planning Agreement were:

Penrith City Council  
Lensworth Glenmore Park Limited  
~~Mulpha FKP Pty Limited trading as Norwest Land~~ Mulpha Norwest Pty Limited  
Holicombe Pty Limited  
Glenmore Park Creek Developments Pty Limited  
Sergio & Assunta Vianello  
Vianello Holdings Pty Limited  
Mint Holdings Pty Limited

The Parties to the Amending Deed are:

Penrith City Council  
Lensworth Glenmore Park Limited  
~~Mulpha FKP Pty Limited trading as Norwest Land~~  
Holicombe Pty Limited  
Glenmore Park Creek Developments Pty Limited  
Assunta Vianello  
Vianello Holdings Pty Limited  
Mint Holdings Pty Limited

Mulpha Norwest Pty Limited  


#### Description of the land to which the Amending Deed Applies

The Amending Deed applies to land known as Glenmore Park Stage 2, which is identified and delineated by heavy black ink on the Clause Application Map, Sheet 2, of the *Penrith Local Environmental Plan 2010*.

#### Description of Proposed Development/Instrument Change

The Developer and Landowner have made or propose to make development applications under the Act for the use, subdivision, erection of buildings, carrying out of works and demolition of buildings or works with respect to the Land.

#### Summary of the Objectives, Nature and Effect of the Amending Deed

##### **Objective of the Amending Deed**

The objective of the Amending Deed is to amend the Planning Agreement in relation to the scope of the road and traffic works required to be completed at the Bradley Street/The Northern Road intersection, and to raise the lot threshold from 1000 to 1050 residential lots (an increase of 50 lots) before these works are required to be completed, in accordance with the Planning Agreement.

##### **Nature of the Amending Deed**

The Amending Deed is a variation to the Planning Agreement as authorised by cl25C(3) of the Regulation, and in accordance with clause 11 (page 41) of the Planning Agreement.

##### **Effect of the Amening Deed**

The Amending Deed:

- Amends the Planning Agreement to recognise the land previously owned by Sergio & Assunta Vianello (being the Vianello land as described in Schedule 2 of the Second Planning Agreement) now being in the sole ownership of Assunta Vianello as a result of the death of Sergio Vianello on 28 September 2014.
- Amends the Planning Agreement to enable Council to continue to release Subdivision Certificates up to and including the new threshold of 1050

residential lots until the required road intersection works at Bradley Street/The Northern Road are undertaken, whilst requiring the developers to manage road safety and traffic efficiency during the construction period of the intersection.

- Amends the Planning Agreement to revise the scope of the road and traffic works required to be completed at the Bradley Street/The Northern Road intersection.
- Sequences the delivery of works required under the Planning Agreement in accordance with specified lot thresholds, being:
  - the commencement of installation of traffic signals at the intersection of Bradley Street and The Northern Road prior to issue of the subdivision certificate for the 1050th lot within Glenmore Park Stage 2;
  - The installation of the traffic signal works must be completed within 9 months from commencement of works, otherwise the release of Subdivision Certificates will cease until such time that the works are complete.
- Otherwise confirms all other provisions of the Planning Agreement.

#### Assessment of the Merits of the Amending Deed

#### **How the Amending Deed Promotes the Public Interest and one or more of the objects of the Act**

The Amending Deed promotes the public interest by committing the Developer to the delivery of important road infrastructure, being the Bradley Street/The Northern Road intersection works, at specified lot delivery thresholds in the Glenmore Park Stage 2 release area. The delivered intersection would contribute significantly to the facilitation of safe and efficient traffic movements in the locality.

The Amending Deed promotes various objects of the Act, including the promotion and co-ordination of the orderly and economic use and development of land, by authorising the release of an appropriate number of further residential lots while the road infrastructure works are in the process of being delivered.

#### **How the amendment promotes one or more of the elements of the Council's charter under section 8 of the *Local Government Act 1993***

The Amending Deed:

- provides directly or on behalf of other levels of government, after due consultation, adequate, equitable and appropriate services and facilities for the community and to ensure that those services and facilities are managed efficiently and effectively; and
- has regard to the long term and cumulative effects of its decisions; and

- Facilitates the keeping of the local community and the State government (and through it, the wider community) informed about its activities.

**Identify a planning purpose or purposes served by the amendment and contain an assessment of whether the amendment provides for a reasonable means of achieving that purpose**

In respect to Section 93(F)(2) of the Act, the Amending Deed provides various public purposes, including the provision of (or the recoupment of the cost of providing) public amenities or public services, and the provision of (or the recoupment of the cost of providing) transport or other infrastructure relating to land.

The Amending Deed promotes the coordination of the orderly and economic use and development of land, and the provision and co-ordination of community infrastructure, consistent with the Objects of the Act (s.5).

The Council and the Developer have assessed the Planning Agreement and the Amending Deed and together hold the view that the provisions of the Amending Deed provide a reasonable means of achieving those public purposes, while facilitating the release of a responsible and appropriate number of residential lots.

**Whether the amendment conforms with the planning authority's capital works program.**

The Amending Deed does not conflict with Council's capital works program.

**Whether the amendment specifies that certain requirements of the agreement must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued**

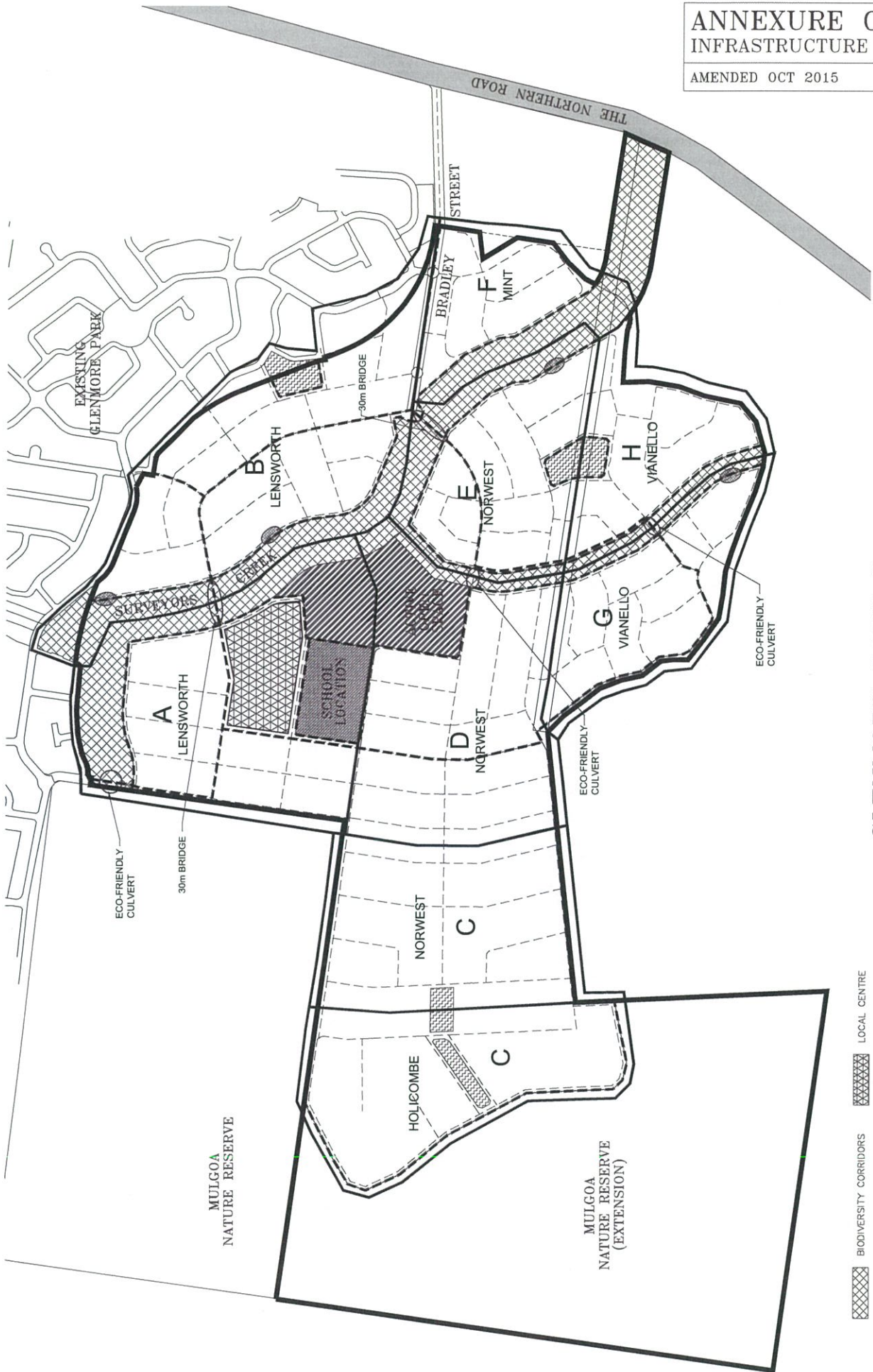
The Amending Deed specifies the times by which various obligations of the Planning Agreement must be met, being at the release of the Subdivision Certificate for the 1050th residential lot in the Glenmore Park Stage 2 release area.



**Schedule 3: Amendment drawings**

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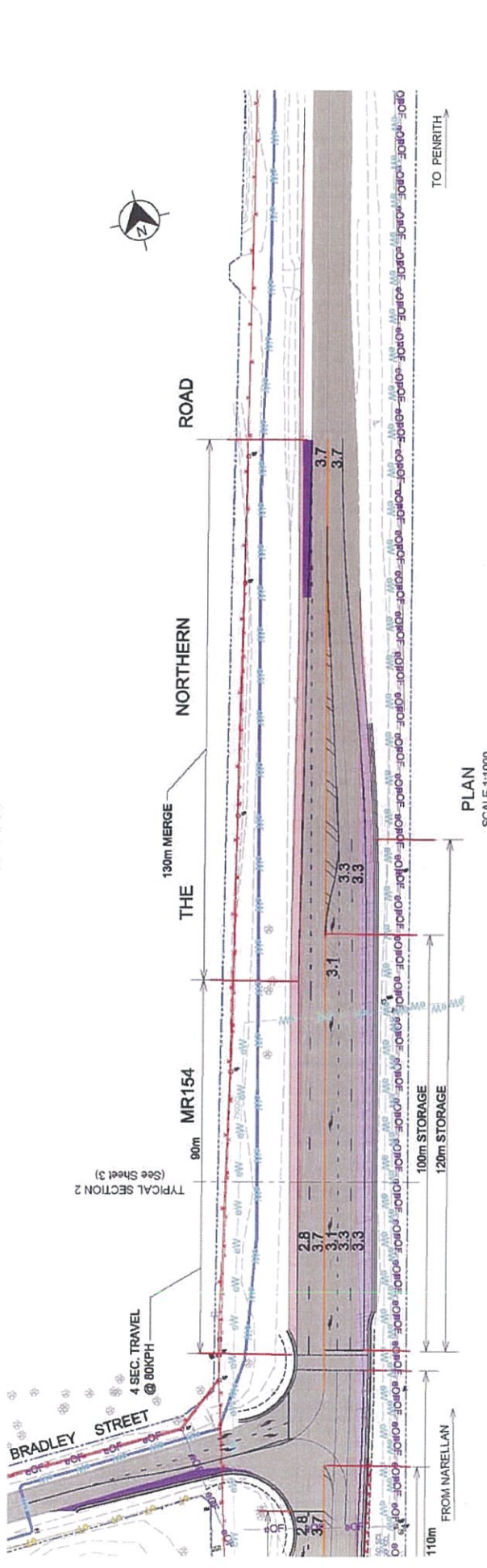
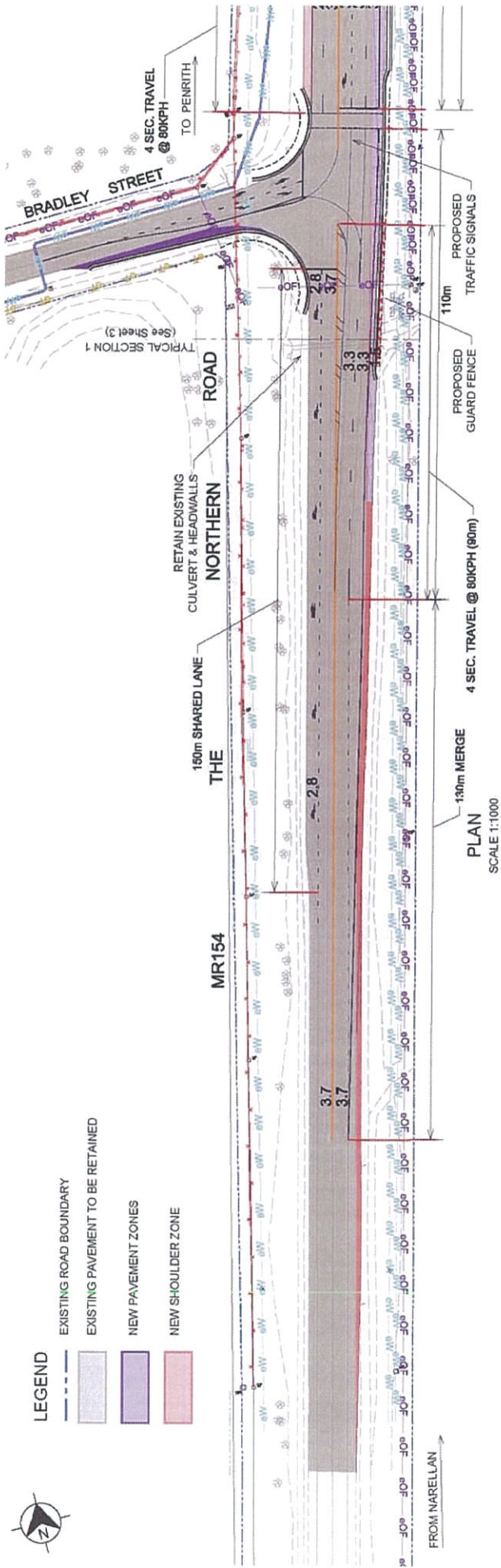
**ANNEXURE C**  
**INFRASTRUCTURE PLAN**  
 AMENDED OCT 2015

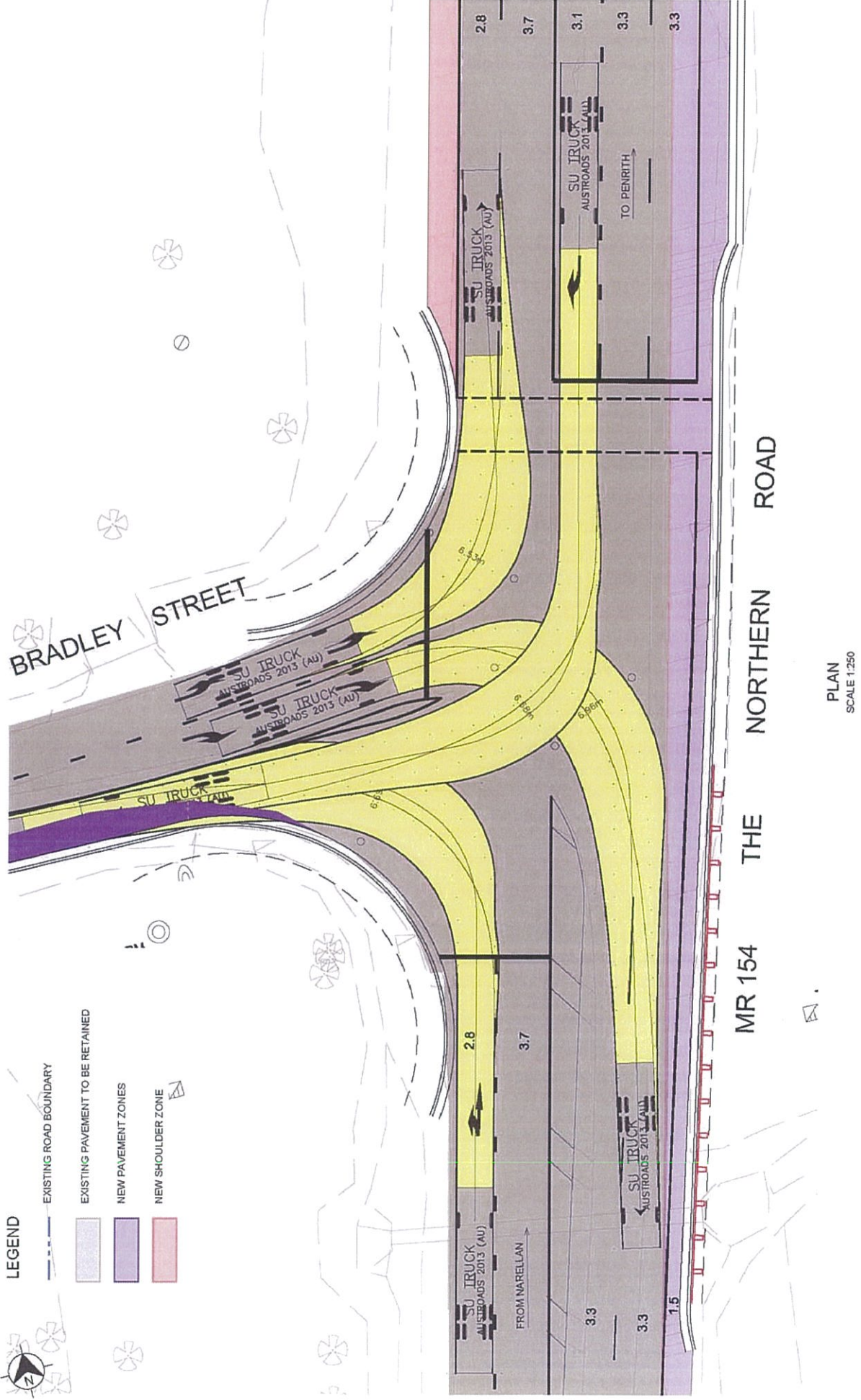


**GLENMORE PARK 2**

- BIODIVERSITY CORRIDORS
- NEIGHBOURHOOD PARKS
- ACTIVE OPEN SPACE
- BUS ROUTE
- LOCAL CENTRE
- CORRIDOR EDGE PARKS

PRELIMINARY DRAWING ONLY NOT FOR CONSTRUCTION





- LEGEND**
- NORTH
  - EXISTING ROAD BOUNDARY
  - EXISTING PAVEMENT TO BE RETAINED
  - NEW PAVEMENT ZONES
  - NEW SHOULDER ZONE

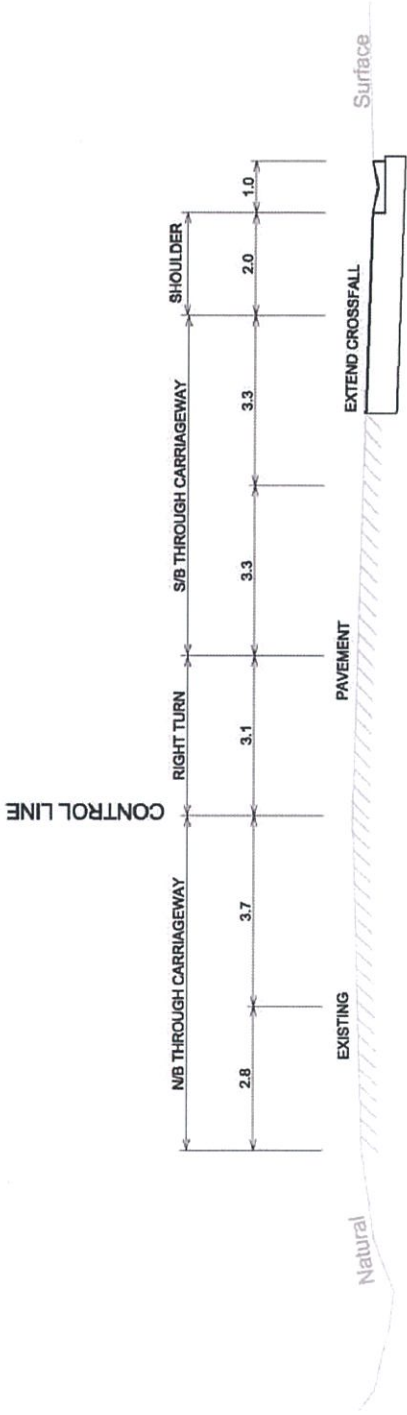
PLAN  
SCALE 1:250



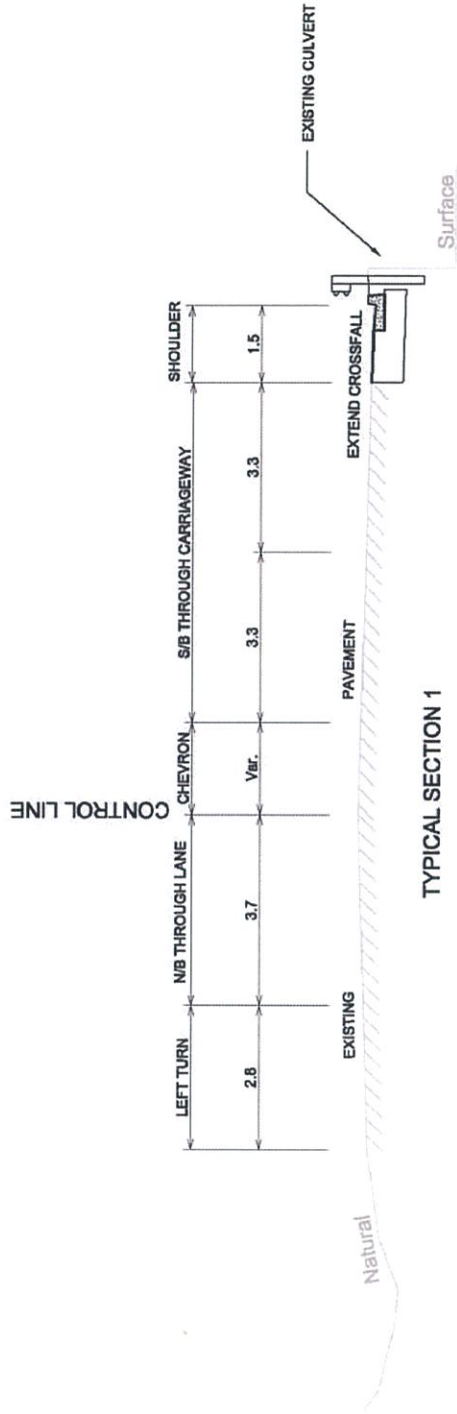
**9859-SKR08**  
SHEET 2 OF 3  
21 May 2015

**GLENMORE PARK**  
PROPOSED INTERSECTION UPGRADE OF  
BRADLEY STREET AND THE NORTHERN ROAD  
PRELIMINARY CONCEPT DESIGN - INTERIM STAGE TRAFFIC SIGNALS  
TURNING PATHS

**J. WYNDHAM PRINCE**  
CONSULTING CIVIL INFRASTRUCTURE ENGINEERS  
& PROJECT MANAGERS



TYPICAL SECTION 2



TYPICAL SECTION 1





**Signing page**

Executed as a deed.

The common seal of  
**The Council of The City of Penrith**  
was affixed under a resolution passed by Council  
on 23rd Nov 2015 in the presence of:

Signature of General Manager

Signature of Mayor

Alan Stoneham

[insert]

Signed, sealed and delivered for and on behalf  
of **Lensworth Glenmore Park Limited** by its  
attorney under a power of attorney dated  
.....7.6.12..... registered in No. 568 with Book  
4624 No. 95 in the presence of:

Signature of witness

Amanda Bakija

Full name of witness

Karen McKeown

[insert]

Signature of attorney who declares that the  
attorney has not received any notice of the  
revocation of the power of attorney

Stephen Barlow

Full name of attorney

Executed by

~~Mulpha FKP Pty Limited~~ **Mulpha Norwest Pty Limited**  
in accordance with section 127 of the Corporations  
Act by or in the presence of:

Signature of Secretary/other Director

WINSON OTAW

Name of Secretary/other Director in full

Signature of Director or Sole Director and  
Secretary

Nicole Amanda Moodie  
Company Secretary

Name of Director or Sole Director and  
Secretary in full

Executed by  
**Holicombe Pty. Limited**  
in accordance with section 127 of the *Corporations Act* by or in the presence of:

  
\_\_\_\_\_  
Signature of Secretary/other Director

**ADRIAN COLIN WEARN**  
\_\_\_\_\_  
Name of Secretary/other Director in full

  
\_\_\_\_\_  
Signature of Director or Sole Director and Secretary

**Bruce Charles Wearn**  
\_\_\_\_\_  
Name of Director or Sole Director and Secretary in full

Executed by  
**Glenmore Park Creek Developments Pty Limited** in accordance with section 127 of the *Corporations Act* by or in the presence of:

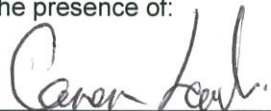
\_\_\_\_\_  
Signature of Secretary/other Director

\_\_\_\_\_  
Name of Secretary/other Director in full

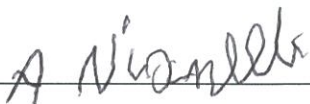
  
\_\_\_\_\_  
Signature of Director or Sole Director and Secretary

**ROBERT JOHN WEARN**  
\_\_\_\_\_  
Name of Director or Sole Director and Secretary in full

Signed sealed and delivered by  
**Assunta Vianello**  
in the presence of:

  
\_\_\_\_\_  
Signature of Witness

**Cameron Rodney Lamb**  
\_\_\_\_\_  
Name of Witness in full

Signature   
\_\_\_\_\_

Executed by  
**Vianello Holdings Pty Limited**  
in accordance with section 127 of the Corporations  
Act 2001 (Cth):

Emilio Vianello

Full name of sole director and company secretary  
who states that he or she is the sole director and sole  
company secretary of **Vianello Holdings Pty  
Limited**

E. Vianello

Signature of sole director and ~~sole company~~  
secretary

Executed by  
**Mint Holdings Pty. Limited**  
in accordance with section 127 of the *Corporations  
Act* by or in the presence of:

Shanbh

Signature of ~~Secretary/other~~ Director

Shane Goh

Name of ~~Secretary/other~~ Director in full

Waldrey

Signature of ~~Director/~~Secretary

BEE HONG LEO

Name of ~~Director/~~Secretary in full

W

A Vianello

E. Vianello

Shanbh

Waldrey

Shane Goh

Waldrey

Shane Goh

Waldrey