

MALLESONS

Deed of Novation – Voluntary Planning Agreement

Dated 7 September 2026

Penrith City Council (ABN 43 794 422 563) (**Council**)

Stockland Fife Kemps Creek Pty Limited (ACN 628 770 141) in its capacity as trustee of the Stockland Fife Kemps Creek Trust (ABN 47 273 439 938) (**SFKC**)

Stockland Development Pty Limited (ACN 000 064 835) and Fife Land 2 Pty Limited (ACN 651 694 790) in its capacity as trustee for Fife Land 2 Trust (ABN 89 561 962 630) (together, **SFL2**)

Australand C & I Land Holdings Pty Ltd (ACN 107 356 641) in its capacity as trustee of the Frasers Property C&I Land Holdings (Kemps Creek No. 2) Trust (ABN 58 649 084 762) (**Frasers Landowner**)

FPI Developments NSW Pty Limited (ACN 648 326 676) (**Frasers**)

Stockland Development Pty Limited (ACN 000 064 835) and Fife Land 3 Pty Limited (ACN 654 088 838) in its capacity as trustee of the Fife Land 3 Trust (ABN 64 318 343 693) (together, **Outgoing Party**)

Stockland KC DC Pty Ltd (ACN 697 228 087) as trustee for StockEdge Kemps Creek Land Trust (**Incoming Party**)

Mallesons

Level 61
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
Australia
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www.mallesons.com

Deed of Novation – Voluntary Planning Agreement

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Deed of Novation – Voluntary Planning Agreement

Details

Parties

Council	Name	Penrith City Council
	ABN	43 794 422 563
	Address	601 High Street, Penrith NSW 2750
	Email	council@penrith.city
	Attention	The General Manager
SFKC	Name	Stockland Fife Kemps Creek Pty Limited in its capacity as trustee of the Stockland Fife Kemps Creek Trust
	Trustee ACN	628 770 141
	Trust ABN	47 273 439 938
	Address	Level 12, 89 York Street, Sydney NSW 2000
	Email	michael.wiseman@fifecapital.com.au and fifea@fifecapital.com.au
	Attention	Michael Wiseman
SFL2	Name	Stockland Development Pty Limited
	ACN	000 064 835
	Address	Level 25, 133 Castlereagh Street, Sydney NSW 2000
	Email	brendon.lucas@stockland.com.au and legal4@stockland.com.au
	and	
	Name	Fife Land 2 Pty Limited in its capacity as trustee for Fife Land 2 Trust
	Trustee ACN	651 694 790
	Trust ABN	89 561 962 630

	Address	Level 12, 89 York Street Sydney NSW 2000
	Email	michael.wiseman@fifecapital.com.au and fifea@fifecapital.com.au
	Attention	Michael Wiseman
Lot 90 Stockland Landowner	Name	Stockland Development Pty Limited
	ACN	000 064 835
	Address	Level 25, 133 Castlereagh Street, Sydney NSW 2000
	Email	Legal4@stockland.com.au
	Attention	General Counsel & Company Secretary
Lot 90 Fife Landowner	Name	Fife Land 3 Pty Limited in its capacity as trustee of the Fife Land 3 Trust
	Trustee ACN	654 088 838
	Trust ABN	64 318 343 693
	Address	Level 12, 89 York Street, Sydney NSW 2000
	Email	michael.wiseman@fifecapital.com.au and fifea@fifecapital.com.au
	Attention	Michael Wiseman
Frasers Landowner	Name	Australand C & I Land Holdings Pty Ltd in its capacity as trustee of the Frasers Property C&I Land Holdings (Kemps Creek No. 2) Trust
	Trustee ACN	107 356 641
	Trust ABN	58 649 084 762
	Address	Level 15, 180 George Street, Sydney NSW 2000
	Email	Roland.Martin@frasersproperty.com.au
	Attention	Roland Martin
Frasers	Name	FPI Developments NSW Pty Limited
	ACN	648 326 676
	Address	Level 15, 180 George Street, Sydney NSW 2000
	Email	Roland.Martin@frasersproperty.com.au
	Attention	Roland Martin

Incoming Party	Name	Stockland KC DC Pty Ltd as trustee for StockEdge Kemps Creek Land Trust
	Trustee ACN	697 228 087
	Trust ABN	20 283 911 406
	Address	Level 25, 133 Castlereagh Street, Sydney NSW 2000
	Email	Legal4@stockland.com.au
	Attention	General Counsel & Company Secretary
VPA	The document titled 'Voluntary Planning Agreement' dated 1 July 2025 with registered dealing number AV231446 between the Outgoing Party and the Continuing Parties.	
Governing law	New South Wales	
Recitals	A	The Outgoing Party and the Continuing Parties are parties to the VPA.
	B	The Outgoing Party and the Incoming Party have exchanged, or will exchange, contracts for the sale of the SFL3 Land.
	C	The Outgoing Party wishes to novate its rights and obligations under the VPA to the Incoming Party. The Continuing Parties have agreed to the novation.

Deed of Novation – Voluntary Planning Agreement

General terms

1 Definitions

Unless the contrary intention appears, these meanings apply:

Bank Guarantee has the same meaning as in the VPA.

Bond has the same meaning as in the VPA.

Business Day means a day on which banks are open for general banking business in Sydney, excluding Saturdays, Sundays and public holidays.

Continuing Parties means Council, SFKC, SFL2, Frasers Landowner and Frasers.

Contracts for Sale means the contracts for sale in respect of the SFL3 Land between each Outgoing Party (as vendor) and the Incoming Party (as purchaser), as may be varied by the written agreement of those parties from time to time.

Details means the section of this document headed Details.

Effective Date means the date when both of the Contracts for Sale have completed. For the avoidance of doubt, as the Contracts for Sale comprise more than one contract, the Effective Date means the date when the final contract is completed.

Existing Works Security means the Works Security provided by the Outgoing Party and held by Council under clause 11 of the VPA.

Replacement Works Security means a Bank Guarantee or Bond provided to Council to replace the Existing Works Security held under clause 11 of the VPA. The amount of the Replacement Works Security is to be calculated in accordance with clause 11 of the VPA and may not be less than the value of the Existing Works Security.

SFL3 Land has the same meaning as in the VPA.

VPA has the meaning given in the Details.

Works Security has the meaning given in the VPA.

2 Consideration

This document is entered into in consideration of the parties incurring obligations and giving rights under this document and the VPA and for other valuable consideration.

3 Novation

3.1 Novation

- (a) With effect from the Effective Date:
- (i) the Outgoing Party is substituted for the Incoming Party as a party to the VPA and all references to SFL3 are to be construed as references to the Incoming Party;
 - (ii) the Incoming Party will be bound by the VPA, and assume all of the Outgoing Party's rights and obligations under the VPA arising after the Effective Date as if they were a party to the VPA instead of the Outgoing Party; and
 - (iii) the Outgoing Party is released and discharged from all obligations and liabilities, and from all claims (whether for costs, damages, fees, expenses or otherwise), arising under the VPA after the Effective Date.
- (b) The Incoming Party must, within 5 Business Days after the Effective Date give the Continuing Parties notice confirming the Effective Date.

3.2 Addresses for Notices

The Continuing Parties must address all notices and communications to be given or made by them to the Incoming Party under the VPA to the following address:

Address	Level 25, 133 Castlereagh Street Sydney NSW 2000
Email	legal4@stockland.com.au
Attention	General Counsel and Company Secretary
Copy to	Group Head of Data Centres Stockland Development Pty Limited Level 25, 133 Castlereagh Street Sydney NSW 2000
Email	simone.dyer@stockland.com.au

4 Accrued rights unaffected

The parties acknowledge that clause 3 does not prejudice any accrued rights, obligations, claims or liabilities arising under the VPA in connection with the performance of the VPA before the Effective Date.

5 Replacement Works Security

- (a) The Incoming Party must, within 5 days after the Effective Date, provide the Replacement Works Security to Council.
- (b) On receipt of the Replacement Works Security, Council must release and return the Existing Works Security to the Outgoing Party.
- (c) For the avoidance of doubt, Council is not required to release the Existing Works Security prior to the Effective Date.

6 Acknowledgements

Each party acknowledges and agrees that:

- (a) nothing in this document or any of the transactions contemplated by this document constitutes a breach of any term of, or an event of default under, the VPA and that each Outgoing Party complies with the restrictions on transferring, assigning, or disposing of its interest in the SFL3 Land by entering into, and performing, this document;
- (b) prior to the date of this document the Outgoing Party satisfied the requirements of clauses 12.2(a), (b), (d) and (e) of the VPA in relation to the transfer of the SFL3 Land to the Incoming Party; and
- (c) this document satisfies the requirements of clause 12.2(c) of the VPA in relation to the transfer of the SFL3 Land by each Outgoing Party to the Incoming Party.

7 GST

7.1 Definitions and interpretation

For the purposes of this clause 7:

- (a) "**GST Act**" means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) words and phrases which have a defined meaning in the GST Act have the same meaning when used in this clause 7, unless the contrary intention appears; and
- (c) each periodic or progressive component of a supply to which section 156-5(1) of the GST Act applies is to be treated as if it were a separate supply.

7.2 GST exclusive

Unless this document expressly states otherwise, all consideration to be provided under this document is exclusive of GST.

7.3 Payment of GST

- (a) If GST is payable, or notionally payable, on a supply made in connection with this document, the party providing the consideration for the supply agrees to pay to the supplier an additional amount equal to the amount of GST payable on that supply (**GST Amount**).
- (b) Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time as the GST-exclusive consideration for the supply, or the first part of the GST-exclusive consideration for the supply (as the case may be), is payable or is to be provided.
- (c) This clause does not apply to the extent that the consideration for the supply is expressly stated to include GST or the supply is subject to a reverse charge.

7.4 Adjustment events

If an adjustment event arises for a supply made in connection with this document, the GST Amount must be recalculated to reflect that adjustment. The supplier or the recipient (as the case may be) agrees to make any payments necessary to reflect the adjustment and the supplier agrees to issue an adjustment note.

7.5 Reimbursements

Any payment, indemnity, reimbursement or similar obligation that is required to be made in connection with this document which is calculated by reference to an amount paid by another party must be reduced by the amount of any input tax credits which the other party (or the representative member of any GST group of which the other party is a member) is entitled to. If the reduced payment is consideration for a taxable supply, clause 7.3 applies to the reduced payment.

8 Costs and stamp duty

8.1 Costs

- (a) Subject to clause 8.1(b), the parties agree to pay their own costs in connection with the preparation, negotiation, execution and completion of this document, except for amounts covered by clause 8.2.
- (b) The Outgoing Party agrees to pay Council's reasonable costs in connection with the negotiation, execution and completion of this document in the agreed amount of \$2,000 within 28 days of receipt of an invoice from Council.

8.2 Stamp duty and registration fees

The Incoming Party agrees to pay or reimburse all stamp duty, registration fees and similar taxes payable or assessed as being payable in connection with this document or any other transaction contemplated by this document (including any fees, fines, penalties and interest in connection with any of those amounts).

9 Notices and other communications

Notices and other communications in connection with this document must be in writing. They must be sent to the address or email address referred to in the Details and (except in the case of email) marked for the attention of the person referred to in the Details. If the intended recipient has notified changed contact details, then communications must be sent to the changed contact details.

10 Limitation of Liability

10.1 Limitation of liability – VPA parties

The parties agree that clauses 1, 2, 3 and 4 of Schedule 5 to the VPA are incorporated into this document as if set out in full with such changes as are necessary to give effect to those clauses in this document.

10.2 Limitation of liability – Incoming Party

- (a) **Definitions**

In this clause 10.2:

- (i) **Assets** includes all assets, property and rights of personal or any nature whatsoever.
- (ii) **Constitution** means the constitution of the Trust created by a trust deed dated 20 April 2026 (as amended).
- (iii) **Obligations** means all obligations and liabilities of whatsoever kind, undertaken or incurred by, or devolving upon the Trustee as incoming party under or in respect of this document or the VPA or any deed, agreement or other instrument collateral to this document or the VPA or given or entered into pursuant to this document whether express or implied by law or other legal requirements or arising otherwise howsoever.
- (iv) **Trust** means StockEdge Kemps Creek Land Trust.
- (v) **Trustee** means Stockland KC DC Pty Ltd (ACN 697 228 087) or such other party as is the trustee for the time being of the Trust.

(b) **Limitation of Trustee's liability**

(i) **Capacity**

The Trustee must (and will be entitled) to perform the Obligations.

(ii) **Limitation of liability**

- (A) Any liability of the Trustee arising in connection with this document or the VPA is limited to the extent that the Trustee is able to be indemnified for that liability out of the Assets of the Trust under the Constitution. Each of the other parties acknowledge and agree that they may enforce their rights against the Trustee with respect to the non-observance of the Trustee's obligations under this document or the VPA only to the extent necessary to enforce that other party's rights, powers and remedies against the Trustee in respect of the Assets of the Trust by subrogation or otherwise.
- (B) However, despite anything in this clause 10.2, the Trustee is liable to the extent that a liability under this document arises out of the Trustee's own fraud, negligence, wilful default, breach of trust or breach of duty which disentitles it from an indemnity out of the Assets of the Trust in relation to the relevant liability.

(iii) **Trustee's warranty**

The Trustee:

- (A) warrants that:
 - (aa) it is the sole trustee of the Trust and no action has been taken to remove or replace it;
 - (ab) as trustee it is authorised and empowered under the trust deed constituting the Trust to enter into and to perform the Obligations;

- (ac) it is not in breach of the Constitution;
 - (ad) it is not aware of any reason why the Assets might be insufficient to satisfy or discharge the Obligations; and
 - (ae) it has the power under the Constitution to execute and perform the Obligations and all necessary action has been taken to authorise the execution and performance of the Obligations; and
- (B) undertakes to comply with its obligations as trustee of the Trust.

11 General

11.1 Representations and warranties

Each party represents and warrants that they have the power and authority to enter into this document and comply with their obligations under this document and that entry into this document will not result in the breach of any law.

11.2 Further assurances

Each party must promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements recorded in this document.

11.3 Variation and waiver

A provision of this document, or right, power or remedy created under it, may not be varied or waived except in writing signed by the party to be bound.

11.4 Counterparts

This document may consist of a number of copies, each signed by one or more parties to it. If so, the signed copies are treated as making up a single document.

11.5 Rules of construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this document or any part of it.

11.6 Entire agreement

This document constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject.

11.7 Electronic execution

- (a) The parties acknowledge and agree that:
 - (i) a party may sign this document electronically and bind itself to this document by executing in that manner; and

- (ii) a party's signature (whether affixed to this document electronically or in handwriting) may be witnessed remotely in accordance with any applicable laws.
- (b) A person whose signature appears in this document (when affixed electronically) acknowledges that it is their signature and that that relevant signatory affixed (or expressly authorised the affixing of) their signature to this document in order for that relevant party to execute this document.
- (c) This document may be executed in any number of counterparts, each of which:
 - (i) may be executed electronically or in handwriting; and
 - (ii) will be deemed an original whether kept in electronic or paper form, and all of which taken together will constitute one and the same deed.
- (d) Without limiting the foregoing, if the signatures of, or on behalf of, one party are on more than one copy of this document, this will be taken to be the same as, and have the same effect as, if all of those signatures were on the same counterpart of this document and the parties acknowledge that each such copy executed by a company registered under the Corporations Act will have been executed in a manner consistent with section 127 of that Act.

11.8 Governing law and jurisdiction

The law in force in the place specified in the Details governs this document. The parties submit to the non-exclusive jurisdiction of the courts of that place.

11.9 Serving documents

Without preventing any other method of service, any document in an action in connection with this document may be served on a party by being delivered or left at that party's address for service of notices under clause 9 or with its process agent.

EXECUTED as a deed.

**Deed of Novation – Voluntary Planning
Agreement
Signing page**

DATED: 7/09/2026

Council

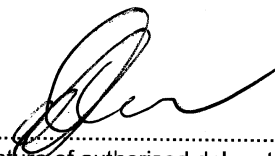
SIGNED, SEALED AND DELIVERED)
for **PENRITH CITY COUNCIL (ABN 43**)
794 422 563) by its authorised delegate)
in accordance with the resolution of)
Council dated 29/06/26 in the)
presence of:)

J Brock

Signature of witness

Jemma Brock

Print name of witness



Signature of authorised delegate

Andrew Moore

Print name of authorised delegate

SFKC

SIGNED, SEALED AND DELIVERED)
for **STOCKLAND FIFE KEMPS**)
CREEK PTY LIMITED (ACN 628 770)
141) as trustee for **STOCKLAND FIFE**)
KEMPS CREEK TRUST (ABN 47 273)
439 938) by its attorneys under power)
of attorney registered Book 4768 No.)
653 dated 18 October 2019 in the)
presence of:

DocuSigned by:
Abby Martens
7E1352154C9043F
Signature of witness

Abby Martens
Print name of witness

Isabel Mooney
Signature of witness

Isabel Mooney
Print name of witness

Signed by:
Katherine Grace
98G34958AFB44F5
Signature of attorney

Katherine Grace
Print name of attorney

Michael Wiseman
Signature of attorney

Michael Wiseman
Print name of attorney

SFL2

SIGNED, SEALED AND DELIVERED)
for **STOCKLAND DEVELOPMENT**)
PTY LIMITED (ACN 000 064 835) by)
its attorney under power of attorney)
registered Book 4814 No 13 dated 27)
June 2023 in the presence of:)

DocuSigned by:
Abby Martens
7E1352154C9043F
Signature of witness

Abby Martens
Print name of witness

Signed by:
Katherine Grace
98G34958AFB44F5
Signature of attorney

Katherine Grace
Print name of attorney

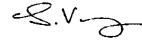
SIGNED, SEALED AND DELIVERED)
for FIFE LAND 2 PTY LIMITED (ACN)
651 694 790) as trustee for FIFE LAND)
2 TRUST (ABN 89 561 962 630) in)
accordance with section 127(1) of the)
Corporations Act 2001 (Cth) by)
authority of its directors:



.....
Signature of director

Ben Fife

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



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

*delete whichever is not applicable

Susan Vuong

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

*delete whichever is not applicable

Frasers

**EXECUTED by FPI DEVELOPMENTS
NSW PTY LIMITED (ACN 648 326 676)**
in accordance with section 127(1) of the
Corporations Act 2001 (Cth) by authority
of its directors:

DocuSigned by:

4C9D20541759420.....
Signature of director

Ian Barter

Name of director (block letters)

Signed by:

E165A6A1B1684A7.....
Signature of director/company
secretary*
*delete whichever is not applicable

Nhu Nguyen

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

Frasers Landowner

**EXECUTED by AUSTRALAND C&I
LAND HOLDINGS PTY LTD (ACN 107
356 641) as trustee of the FRASERS
PROPERTY C&I LAND HOLDINGS
(KEMPS CREEK NO. 2) TRUST (ABN
58 649 084 762)** in accordance with
section 127(1) of the *Corporations Act
2001* (Cth) by authority of its directors:

DocuSigned by:

4C9D20541759420.....
Signature of director

Ian Barter

Name of director (block letters)

Signed by:

E165A6A1B1684A7.....
Signature of director/company
secretary*
*delete whichever is not applicable

Nhu Nguyen

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

Lot 90 Stockland Landowner

SIGNED, SEALED AND DELIVERED)
for **STOCKLAND DEVELOPMENT**)
PTY LIMITED (ACN 000 064 835) by)
its attorney under power of attorney)
registered Book 4814 No 13 dated 27)
June 2023 in the presence of:)

DocuSigned by:

7E1952F154C9043F.....
Signature of witness

Abby Martens
.....
Print name of witness

Signed by:

98C34958AFB44F3.....
Signature of attorney

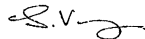
Katherine Grace
.....
Print name of attorney

Lot 90 Fife Landowner

EXECUTED by **FIFE LAND 3 PTY**)
LIMITED (ACN 654 088 838) as trustee)
for **FIFE LAND 3 TRUST (ABN 64 318**)
343 693) in accordance with section)
127(1) of the *Corporations Act 2001*)
(Cth) by authority of its directors:)


.....
Signature of director

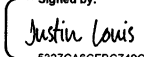
Ben Fife
.....
Name of director (block letters)


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

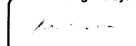
Susan Vuong
.....
Name of director/company secretary*
(block letters)
*delete whichever is not applicable

Incoming Party

SIGNED, SEALED AND DELIVERED)
for **STOCKLAND KC DC PTY LTD**)
(ACN 697 228 087) as trustee for)
STOCKEDGE KEMPS CREEK LAND)
TRUST in accordance with section)
127(1) of the *Corporations Act 2001*)
(Cth) by authority of its directors:

Signed by:

.....
5327CA6CFBC749C.....
Signature of director

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

DocuSigned by:

.....
CBFF7A72FC3F493.....
Signature of director/company
secretary*
*delete whichever is not applicable

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