

Dated 14 MAY 2007

Voluntary Planning agreement

Parties

Ryde City Council (Council)
ABN 81 621 292 610

and

Bevillesta Pty Limited (Developer)
ABN 82 008 428 162

Planning Agreement dated 14th May 2007

Parties Ryde City Council ABN 81 621 292 610
of 1 Devlin Street, Ryde, NSW
(Council)

Bevillesta Pty Limited ABN 82 008 428 162
of Suite 302, 35 Lime Street, King Street Wharf, Sydney, NSW
(Developer)

Background

- A. On 2 November 2006 the Developer made the Development Application to the Council seeking Development Consent to carry out the Development on the Land.
- B. The Development Application was accompanied by an offer by the Developer to enter into this Agreement to make various Contributions and provide public facilities and amenities if development Consent in respect of the Development Application was granted and the Development Consent activated.

Operative provisions

1. Definitions and interpretation

1.1 In this Agreement the following definitions apply:

- (1) **Act** means the *Environmental Planning and Assessment Act 1979 (NSW)*.
- (2) **Advance Contribution Payment No 1** means the amount set out in Item 2 of Schedule 1.
- (3) **Advance Contribution Payment No 2** means the amount set out in Item 3 of Schedule 1.
- (4) **City of Ryde Centre** means the facility described in Schedule 4 that is designed, constructed and commissioned as set out in the Implementation Deed.
- (5) **Commencement Date** means the day that Development Consent is granted for the Development.
- (6) **Construction Certificate** means a construction certificate issued pursuant to the *Environmental Planning & Assessment Act*

authorising construction works in respect of the Development Consent.

- (7) **Contribution Item** means any single item of the Contributions listed in Schedule 3.
- (8) **Contributions** means the combination of the money payable by the Developer to the Council pursuant to this Agreement to provide public amenities and facilities, the land to be dedicated by the Developer to the Council pursuant to this Agreement and the other material public benefits to be provided by the Developer pursuant to this Agreement, as listed in Table 2 in schedule 2.
- (9) **Dedicated Land** means the land set out at Item 4 of Schedule 1.
- (10) **Defects Liability Period** means 12 months from practical completion of City of Ryde Centre.
- (11) **Development** means the development described at Item 1 of Schedule 1.
- (12) **Development Application** means the Developer's application or applications, including subsequent applications (including applications for Section 96 Modifications), to Council that fall within the parameters of early works development application No LDA 671/2006 and the comprehensive development application No LDA 672/2006 in respect of the Development,.
- (13) **Development Consent** has the same meaning as in the Act.
- (14) **GST** has the same meaning as the GST Law.
- (15) **GST Law** has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.
- (16) **Implementation Deed** means the separate agreement between the parties, on the terms of the Implementation Deed in Schedule 11, to be executed in accordance with clause 7.4 pursuant to which that part of the Contributions relating to the City of Ryde Centre and the Public Domain Works will be performed.
- (17) **Land** means the land on which the Development will be undertaken, as described in the Development Application.
- (18) **Licence Agreement** means the licence agreement to be entered into between the parties pursuant to clause 7.2.
- (19) **Management Statement** means a building management statement or strata management statement, which details the

extent of the Council's liabilities in respect of the City of Ryde Centre, to be registered by the Developer in respect of the building comprising the Development and regulating the use of, and sharing of costs for, shared facilities and services in the Building and related matters.

- (20) **Occupation Certificate** has the same meaning as in the Act.
- (21) **Party** means a party to this Agreement, including their successors and assigns.
- (22) **Plaza Works** means those works set out in Schedule 10.
- (23) **Public Domain Works** means the works set out in Schedules 7 and 8.
- (24) **Regulations** mean the *Environmental Planning and Assessment Regulation 2000*.
- (25) **Section 96 Modification** means any modification pursuant to section 96 of the Act to the Development Consent granted in respect of the Development Application.

1.2 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

- (1) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- (2) A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
- (3) If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day.
- (4) A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
- (5) A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or reenactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (6) A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.

- (7) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- (8) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- (9) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- (10) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- (11) References to the word 'include' or 'including' are to be construed without limitation.
- (12) A reference to this Agreement includes the agreement recorded in this Agreement.
- (13) A reference to a party to this Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.
- (14) Any schedules and attachments form part of this Agreement.

2. Planning agreement under the Act

- 2.1 The Parties agree that this Agreement is a planning agreement governed by Subdivision 2 of Division 6 of Part 4 of the Act.

3. Application of this Agreement

- 3.1 This Agreement is made in respect of the Development Application and applies to the Land.

4. Commencement

- 4.1 This Agreement is effective on and from the Commencement Date.

5. Development Contributions to be made under this Agreement

- 5.1 The Developer must provide the Contributions in accordance with clause 6.

- 5.2 The Council acknowledges that it has received the Advance Contribution Payment No 1 prior to the execution of this Agreement.
- 5.3 The Council warrants that the Advance Contribution Payment No 1 has been or will be applied towards design and other consultant costs related to the relocation of the Cenotaph on Council's land.
- 5.4 The Council agrees to offset the Advance Contribution Payment No 1 against the Contribution Item relating to the Cenotaph relocation.
- 5.5 The Developer must pay Council the Advance Contribution Payment No 2 on the issue of the comprehensive Development Consent No LDA 672/2006.
- 5.6 The Council warrants that Advance Contribution Payment No 2 will be applied towards the costs of engaging consultants in respect of the outcomes of the Ryde Town Centre LEP143, 2006.:
- 5.7 The Council agrees to offset the Advance Contribution Payment No 2 against the City of Ryde Centre costs allowance contemplated in Table 2 of Schedule 2. .
- 5.8 The Developer acknowledges and agrees that it shall not be entitled to any refund or return of Advance Contribution Payment No 1 or Advance Contribution Payment No 2 (once it has been paid).

6. Provision of the Contributions

- 6.1 The Developer will carry out and deliver the Contributions by the time or times and in the manner set out in Schedule 3, subject to extensions of time under this Agreement, by agreement between the parties or under the Implementation Deed.
- 6.2 The Developer will prior to the issue of the first Construction Certificate pay to Council the Ryde Park Public Art Contribution and the Cenotaph Relocation payment (less Advance Contribution Payment No 1) recorded in Table 2 of Schedule 2.

7. Implementation Deed, Licence Agreement and Management Statement

- 7.1 The Parties agree that the Contribution Items known as the City of Ryde Centre, the Public Domain Works and Plaza Works must be designed, constructed and commissioned by the Developer so that they conform with the relevant scopes of works and layouts in Schedules 4,5,6,7,8,9 and 10 and that the detailed design for the construction and commissioning of those items will be carried out by the Developer in accordance with the terms of the Implementation Deed. The parties acknowledge that development costs (including fees, charges, taxes,

duties and finance costs) to deliver the public benefits as described in Schedule 2 will be paid for by the Developer.

- 7.2 Prior to the issue of the first Occupation Certificate for the Plaza, or the commencement of use of any part of, the Plaza Works (whichever is the earlier) the Developer will enter into a licence agreement with the Council to allow the Council to use that part of the Land depicted on the Plaza Licence Area Plan in schedule 9 free of charge for up to 20 community events per year for the life of the Development (each event not to endure for more than two days, in addition to reasonable set up and dismantling time, without the Developer's written consent). The Developer must within 6 months of the date of issue of the first Construction Certificate for the Development provide the Council with a first draft of the proposed licence agreement to reflect the terms of this clause and shall then meet as soon as practicable with the Council for the purposes of discussing in good faith, the inclusion of any amendments required by Council to the proposed licence agreement. Any dispute arising between the parties as to the inclusion of the amendments required by Council will be resolved in accordance with the dispute resolution procedures in clause 11.
- 7.3 The Council acknowledges and agrees that from the date of transfer of the commissioned City of Ryde Centre to Council, Council will be bound by the Management Statement under which Council will have the right to use shared facilities in the Development generally and be obliged to contribute towards the costs of those shared facilities as indicatively described in Schedule 6. Council's rights and obligations under the Management Statement will be limited to the shared facilities that City of Ryde Centre has the benefit of.
- 7.4 The parties must execute this Agreement and the Implementation Deed as soon as possible after the Commencement Date. For the avoidance of doubt, the parties acknowledge that this Agreement and the Implementation Deed take effect from the Commencement Date notwithstanding any delay in execution.

8. Application of s94 and s94A of the Act to the Development

- 8.1 This Agreement excludes the operation of Section 94 and 94A of the Act to any Development Consent that is granted in respect of the Development Application.
- 8.2 Section 94(6) of the Act does not apply to the Contributions provided pursuant to this Agreement in respect of any other development for which Development Consent is sought by the Developer in relation to development not contemplated by the Development Application or the Development Consent.

9. Council fees and charges

9.1 In recognition of the Contributions, the Council will waive payment of the following construction related fees for works subject of the Development Consent granted to the Development Application:

- (1) "Footpath Rental Fee (Pope and Tucker Streets)";
- (2) "Footpath Rental Fee (Devlin Street - Existing Footpath)";
- (3) "Footpath Rental Fee (Devlin Street - Road Reserve Adjacent Footpath)";
- (4) "Footpath Hoarding Erection Permit - B Type Hoardings (Devlin Street only)"; and
- (5) "Roadway Construction Parking Zone Permit Fee (Pope and Tucker Streets)".

9.2 The amount of the fees to be waived under condition 9.1 is capped at \$2,323,200.00 as detailed in Table 1 in Schedule 2.

9.3 The waiving of the fees referred to in condition 9.1 will cease on the earlier of 3 years after the issue of the first Construction Certificate for the Development or 5 years after the date of the comprehensive Development Consent pursuant to Development Application No LDA 672/2006.

10. Review of this Agreement

10.1 This Agreement may be varied or amended only by the express written approval of both parties and in compliance with the Act.

11. Dispute Resolution

11.1 Notice of Dispute

If a party claims that a dispute has arisen under this Agreement ("**Claimant**"), it must give written notice to the other party ("**Respondent**") stating the matters in dispute and designating as its representative a person to negotiate the dispute ("**Claim Notice**"). No party may start court proceedings (except for proceedings seeking interlocutory relief) in respect of a dispute unless it has first complied with this clause 11.

11.2 Response to Notice

Within 10 business days of receiving the Claim Notice, the Respondent must notify the Claimant of its representative to negotiate the dispute.

11.3 Negotiation

The nominated representatives must:

- (1) meet to discuss the matter in good faith within 5 business days after service by the Respondent of notice of its representative; and
- (2) use reasonable endeavours to settle or resolve the dispute within 15 business days after they have met.

11.4 Further Notice if not settled

If the dispute is not resolved within 15 business days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the dispute ("**Dispute Notice**") by mediation under clause 11.5 or by expert determination under clause 11.6.

11.5 Mediation

If a party gives a Dispute Notice calling for the dispute to be mediated:

- (1) the parties must agree the terms of reference of the mediation within 5 business days of the receipt of the Dispute Notice (the terms shall include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);
- (2) the Mediator will be agreed between the parties, or failing agreement within 5 business days of receipt of the Dispute Notice, either party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- (3) the Mediator appointed pursuant to this clause 11.5 must:
 - (a) have reasonable qualifications and practical experience in the area of the dispute; and
 - (b) have no interest or duty which conflicts or may conflict with his function as mediator, he being required to fully disclose any such interest or duty before his appointment;
- (4) the Mediator shall be required to undertake to keep confidential all matters coming to his knowledge by reason of his appointment and performance of his duties;
- (5) the parties must within 5 business days of receipt of the Dispute Notice notify each other of their representatives who will be involved in the mediation;

- (6) the parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement;
- (7) in relation to costs and expenses:
 - (a) each party will bear their own professional and expert costs incurred in connection with the mediation; and
 - (b) the costs of the Mediator will be shared equally by the parties unless the Mediator determines a party has engaged in vexatious or unconscionable behaviour in which case the Mediator may require the full costs of the mediation to be borne by that party.

11.6 Expert determination

If the dispute is not resolved under clause 11.3 or 11.5, the dispute may by agreement between the parties, both acting reasonably having regard to the nature of the dispute, be resolved by expert determination, in which event:

- (1) the dispute must be determined by an independent expert in the relevant field:
 - (a) agreed upon and appointed jointly by the Council and the Developer; or
 - (b) in the event that no agreement is reached or appointment made within 30 business days, appointed on application of a party by the then current President of the Law Society of New South Wales;
- (2) the expert must be appointed in writing and the terms of appointment must not be inconsistent with this clause;
- (3) the determination of the dispute by such expert will be made as an expert and not as an arbitrator and will be in writing and contain the reasons for the determination;
- (4) the expert will determine the rules for the conduct of the process but must conduct the process in accordance with the rules of natural justice;
- (5) each party will bear its own costs in connection with the process and the determination by the expert together with an equal proportion of the expert's fees and costs; and
- (6) any determination made by an expert pursuant to this clause is final and binding upon the parties except where the determination

is in respect of or relates to termination or purported termination, of this agreement by any party, in which event the expert is deemed to be giving a non-binding appraisal and any party may commence litigation in relation to the dispute if it has not been resolved within 20 business days of the expert giving his or her decision.

11.7 Litigation

If the dispute is not finally resolved in accordance with this clause 11 of either party is at liberty to litigate the dispute.

11.8 Continue to perform obligations

Each party must continue to perform its obligations under this Agreement, notwithstanding the existence of a dispute.

12. Bank Guarantees

12.1 Prior to the lodgement of the first Construction Certificate for the Development the Developer must deliver to Council four unconditional non-terminating bank guarantees issued by an institution or bank registered under the *Commonwealth Banking Act* 1913 and approved by Council, for the following amounts in respect of the following items:

- (1) City of Ryde Works - \$3,925,000;
- (2) City of Ryde Works - \$3,925,000;
- (3) Public Domain Works - \$1,620,000; and
- (4) Retention sum in respect of defects - \$500,000.

12.2 If the Developer does not carry out and deliver the Contributions by the time or times and in the manner set out in Schedule 3 as extended under this Agreement, by agreement between the parties or under the Implementation Deed, without limiting any other remedies available to the Council, the Council may call on the bank guarantees in respect of the relevant item without notice to the Developer

12.3 Within 20 business days after the certifier referred to in clause 12.6 certifies that the construction works in respect of City of Ryde Centre have reached 50% completion the Council must (if it has not called on it) return the bank guarantee provided under clause 12.1(1) in respect of the City of Ryde Centre (or any remaining balance of it) to the Developer.

- 12.4 Within 20 business days after the Developer satisfies its obligation under this Agreement to:
- (1) deliver or procure the delivery and transfer of the Dedicated Land and the City of Ryde Centre to the Council the Council must (if it has not called on it) return the bank guarantee referred to in clause 12.1 (2) (or any remaining balance of it) to the Developer;
 - (2) deliver or procure the delivery of the Public Domain Works Council must (if it has not called on it) return the bank guarantee referred to in clause 12.1(3) (or any remaining balance of it) to the Developer.
- 12.5 Within 20 business days after the Defects Liability Period has expired under the Implementation Agreement Council must (if it has not called on it) return the bank guarantee referred to in clause 12.1(4) (or any remaining balance of it) to the Developer.
- 12.6 Any request for return of a bank guarantee must be made in writing and be accompanied by appropriate certification by a certifier acceptable to both parties. ,

13. Registration on Title

- 13.1 Prior to the issue of the first Construction Certificate for the Development, the Developer must register or procure registration of this Agreement on the relevant folios of the Torrens title register held by the New South Wales Office of Land and Property Information pertaining to the Land. The Developer shall be responsible for obtaining the consent of any mortgagee or other person with an interest in the Land to such registration.
- 13.2 Upon full satisfaction of the Developer's obligations under this Agreement the Council agrees to provide a release and discharge of this Agreement with respect to the Land or any lot, including a strata lot, created on subdivision of the Land, within 10 business days of receiving a request from the Developer and to do all things reasonably necessary, including execute any necessary document, to enable the Developer to remove the notation of this Agreement on the relevant folios of the Torrens title register held by the New South Wales Office of Land and Property Information pertaining to the Land.

14. Termination

- 14.1 This Agreement terminates on the happening of any of the following events:
- (1) the lapse of the Development Consent; or

- (2) a declaration by a Court of competent jurisdiction that the Development Consent is invalid.

15. Escalation

15.1 Despite any other provision of this Agreement, Section 94 and 94A of the Act will apply to a Section 96 Modification or a subsequent Development Application in respect of the Development Consent granted in respect of the Development Application if:

- (a) the effect of the Section 96 Modification is that the net usable floor area of the Development exceeds the net usable floor area applied for in the Development Application or the number of apartments in the residential component of the Development exceeds the number applied for in the Development Application; and
- (b) where the total monetary value of the Contributions for the Development calculated in accordance with Council's Section 94 Contribution Plan exceeds \$7,388,836.

16. Notices

16.1 Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:

- (1) Delivered or posted to that Party at its address set out below.
- (2) Faxed to that Party at its fax number set out below.
- (3) Emailed to that Party at its email address set out below.

Council

Attention: General Manager

Address: 1 Devlin Street, Ryde, NSW

Fax Number: 9952 8070

Email: mwhittaker@ryde.nsw.gov.au and copy to cityofryde@ryde.nsw.gov.au

Developer

Attention: Mitchell Corn

Address: Suite 302, 35 Lime Street, King Street Wharf,
Sydney, NSW

Fax Number: 9299 7735

Email: mcorn@bevillegroup.com.au

- 16.2 If a Party gives the other Party 5 business days notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.
- 16.3 Any notice, consent, information, application or request is to be treated as given or made at the following time:
- (1) If it is delivered, when it is left at the relevant address.
 - (2) If it is sent by post, 2 business days after it is posted.
 - (3) If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.
- 16.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

17. Approvals and consent

- 17.1 Except as otherwise set out in this Agreement, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Agreement in that Party's absolute discretion and subject to any conditions determined by the Party. A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

18. Assignment and Dealings

- 18.1 The Developer must not sell, transfer, assign or novate or similarly deal with ("**Dealing**") its right, title or interest in the Land (if any) or its rights or obligations under this Agreement unless, prior to any such

sale, transfer, assignment, charge, encumbrance or novation, the Developer:

(a) gives the Council no less than 10 business days notice in writing of the proposed Dealing; and

(b) procures that the transferee, assignee or novatee executes and delivers to the Council prior to any such Dealing taking effect, a deed in favour of the Council in form and substance acceptable to the Council (acting reasonably) whereby:

(i) the transferee, assignee or novatee becomes contractually bound with the Council to perform all of the Developer's obligations (including obligations which may have arisen before the transfer, assignment or novation takes effect); and

(ii) the Developer is released from any obligations under or by virtue of this Agreement which at the time of any proposed assignment or novation contemplated by this clause are required to be performed or satisfied by the Developer at any time from or after the date on which that assignment or novation takes effect under this Agreement.

19. Costs

19.1 Within 10 business days of the Developer lodging the Development Application the Developer will pay to Council \$15,000.00 towards Council's costs of negotiating, preparing and executing this Agreement.

20. Entire agreement

20.1 This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Agreement was executed, except as permitted by law.

21. Further acts

21.1 Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to affect, perfect or complete this Agreement and all transactions incidental to it.

22. Governing law and jurisdiction

22.1 This Agreement is governed by the law of New South Wales. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

23. Joint and individual liability and benefits

23.1 Except as otherwise set out in this Agreement, any agreement, covenant, representation or warranty under this Agreement by 2 or more persons binds them jointly and each of them individually, and any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

24. No fetter

24.1 Nothing in this Agreement shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

25. Representations and warranties

25.1 The Parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under the Agreement and that entry into this Agreement will not result in the breach of any law.

26. Severability

26.1 If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

27. Modification

27.1 No modification of this Agreement will be of any force or effect unless it is in writing and signed by the Parties to this Agreement.

28. Waiver

28.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party. A waiver by a Party is only effective if it is in writing. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given it is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

29. GST

- 29.1 If any Party reasonably decides that it is liable to pay GST on a supply made to the other Party under this Agreement and the supply was not priced to include GST, then the recipient of the supply must pay an additional amount equal to the GST on that supply.
- 29.2 Subject to clause 29.3, if the transfer of the City of Ryde Centre is a taxable supply, Council will be liable for the payment of GST on that supply.
- 29.3 Where as a result of the operation of clause 29 the Council is required to pay GST to the Developer, the Developer shall not require the Council to remit such GST to the Developer until 7 days after receiving an input tax credit for that GST amount. On receipt of a tax invoice from the Developer, the Council must apply for the input tax credit as soon as practicable.

30. Force majeure

- 30.1 If a Party is unable by reason of force majeure to carry out wholly or in part its obligations under this deed (other than an obligation to transfer land or make a payment), it must:
- (1) give to the other Party prompt notice of the force majeure with reasonably full particulars; and
 - (2) suggest an alternative method, if any, of satisfying its obligation under this deed.
- 30.2 If a Party is unable to satisfy its obligations under this deed by an alternative method, the obligations of the Parties, and any time periods, so far as they are affected by the force majeure are then suspended during continuance of the force majeure and any further period as may be reasonable in the circumstances.

- 30.3 The Party giving such notice under this clause must use all reasonable efforts and diligence to remove the force majeure or ameliorate its effects as quickly as practicable.
- 30.4 The Parties agree that any costs associated in ameliorating a force majeure event will be apportioned, if necessary, in such manner as may be fair and reasonable.
- 30.5 The Parties agree that this force majeure provision does not apply to an obligation of a Party to transfer land or to pay money.
- 30.6 If the Parties are unable to agree on the existence of an event of force majeure or the period during which the obligations of the Parties, and any time periods, are suspended during the continuance of the force majeure, that dispute must be referred for determination under clause 11.
- 30.7 The Parties agree that a force majeure includes the actual commencement of any legal proceedings by any person challenging the validity of the Development Consent or any provision of this Agreement.
- 30.8 If a force majeure event cannot be resolved to the mutual satisfaction of Council and the Developer and as a result of a force majeure event the Developer, in its sole discretion, determines that it is unable to undertake the Development, the Developer may terminate this agreement by notice to Council in which event neither Party will have any claim against the other under this Agreement.

31. Compliance with laws

- 31.1 If a Law is changed or a new Law comes into force (both referred to as **New Law**) and the Developer is obliged by the New Law to do something or pay an amount which it is already contractually obliged to do or pay under this Agreement then, to the extent only that the relevant obligation is required under both the New Law and this Agreement, compliance with this Agreement will constitute compliance with the New Law.

32. Confidentiality

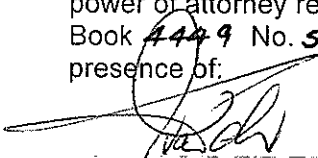
- 32.1 The parties agree that the terms of this planning agreement are not confidential and this planning agreement may be treated as a public document and exhibited or reported without restriction by any party.

Execution

Dated: 14 MAY 2007

Executed as an Agreement:

Signed by Michael Whittaker as attorney for Ryde City Council under power of attorney registered Book 4449 No. 520 in the presence of:



signature of witness

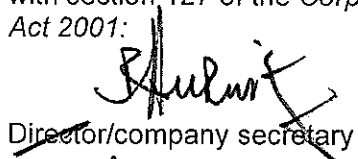


Michael Whittaker

IAN PETER (MAYOR)
Name of witness
(BLOCK LETTERS)

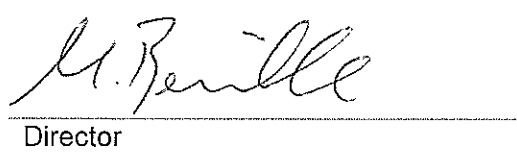
Michael Whittaker

Executed by Bevillesta Pty Limited
ABN 82 008 428 162 in accordance
with section 127 of the Corporations
Act 2001:



Director/company secretary

RAEL HURWITZ
Name of director/company secretary
(BLOCK LETTERS)



Director

Malcolm Beville
Name of director
(BLOCK LETTERS)

Schedule 1– Reference Schedule

Item	Name	Description
1.	Development	The development of the Land in accordance with the Development Consent granted pursuant to the Development Application, as modified or amended.
2.	Advance Payment Contribution No1	\$5,000.00
3.	Advance Payment Contribution No 2	\$100,000.00
4.	Dedicated Land	As stratum lot, created on subdivision of the Land, comprising the City of Ryde Centre.
5.	Public Benefits	As described in Schedule 2

Schedule 2– Public Benefits

Schedule 2 – Public Benefits Offer verses Section 94 Contributions

Table 1 identifies the Section 94 Contributions payable in respect of the proposed Top Ryde Shopping Centre development, calculated in accordance with City of Ryde – Section 94 Contribution Plan No.1 – 2003 and identifies the construction fees payable in respect of the redevelopment of the Top Ryde Shopping Centre.

Proposed Spatial Type Area	Area (GFA)	s.94 Parking \$10,494/shortfall	s.94 Public Space	s.94 Stormwater	s.94 administration	Project Total
Commercial (Level 4 and above)	11,500 sqm	N/A	\$30x11,500 \$345,000	\$38x11,500 \$437,000	\$2x11,500 \$23,000	\$805,000
Commercial (Commercial tenants e.g. banks, post office, child care)	10,265 sqm	N/A	\$30x10,265 \$307,950	\$38x10,265 \$390,070	\$2x10,265 \$20,530	\$718,550
Residential	450 apartments	N/A	\$7,098x450 \$3,194,100	\$1,411x450 \$634,950	\$74x450 \$33,300	\$3,862,350
Civic / Community (City of Ryde Centre)	3,105 m	\$0	\$0	\$0	\$0	\$0
Retail (Shops & restaurants)	70,382 sqm less existing 21,344 sqm	N/A	\$14x49,038 \$686,532	\$17x49,038 \$833,646	\$1x49,038 \$49,038	\$1,569,216
Entertainment (Gym & cinema)	6,196 sqm	N/A	\$30x6,196 \$185,880	\$38x6,196 \$235,448	\$2x6,196 \$12,392	\$433,720
TOTAL S.94 CONTRIBUTIONS						\$7,388,836
Construction Fees		Rate	Length - m	Area – m2	Months	Project Total
Footpath rental fee (Pope & Tucker Streets)		\$40/sqm/month		976sqm	25	\$976,000
Footpath rental fee (Devlin – existing footpath)		\$40/sqm/month		896sqm	10	\$358,400
Road Authority Land rental fee (Devlin – Road reserve adjacent footpath)		\$40/sqm/month		1,198sqm	10	\$479,200
Footpath Hoarding Erection Permit – B type (Devlin St only)		\$35/m/month	300m		24	\$252,000
Roadway Construction Parking Zone Permit Fee (Pope & Tucker)		\$23/m/month	350m		32 (avg)	\$257,600
TOTAL CONSTRUCTION FEES						\$2,323,200
TOTAL CONTRIBUTIONS & FEES						\$9,712,036

Table 2 identifies the Public Benefits offered under the Voluntary Planning Agreement between Bevillesta Pty Limited and City of Ryde Council in lieu of monetary contributions otherwise payable under City Of Ryde's S94 contributions plan and construction fees otherwise payable as outlined above.

Voluntary Planning Agreement Offer - Public Benefits	Offer Value
Public Domain Works – \$1,620,000(GST exclusive) to complete the design, construction and commissioning of the Public Domain Works as per Schedule 7.	\$1,620,000
City Of Ryde Centre - \$8,350,000 (GST exclusive) to complete the design, construction and commissioning of the City of Ryde Centre, including dedication to Council of the stratum lot as per schedule 4.	\$8,350,000
Plaza Licence – License for Council to use the Plaza for up to 20 events per annum of a maximum duration of 2 days per event (excluding setting up and dismantling times). Nil cost to be applied towards the design, construction and commissioning of the Plaza Works.	\$0
Ryde Park Public Art Contribution - \$250,000 (GST exclusive) contribution paid to City of Ryde applied towards Ryde Park Public Art program undertaken by Council.	\$250,000
Cenotaph Relocation - \$130,000 (GST exclusive) to complete the design, construction and commissioning of the Cenotaph to the new location in Ryde Park.	\$130,000
SUBTOTAL VPA OFFER (Excluding Development Costs)	\$10,350,000
VPA OFFER IN EXCESS OF DEVELOPER OBLIGATIONS	\$637,964

Schedule 3– Developer’s Works

Schedule 3 – Developers Works

Development Stage	Item of Owner's Work	Relevant Standards	Extent of Design Refinement	Relevant Occupation Certificate	Relevant Drawing Nos.
Final stage of the Stage 1 component of the development. Anticipated completion date of 30 June 2010, subject to agreed extensions of time.	City of Ryde Centre: – Design, Construction & Commissioning of the City of Ryde Centre, including dedication to Council of the stratum lot.	The required standards of any relevant authority. The relevant drawings and scope of works forming part of the Development Application. Relevant Australian Standards	The owner may submit a further Development Application in respect of the City of Ryde Centre in order to reflect detailed design of these areas.	On issue of the final Occupation Certificate for Stage 1 component of the development.	Lend Lease Design Drawing Nos: SK-228 rev:G, & SK-267 rev: C . City of Ryde Centre Scope of Works Issue: P dated: 19 th April 2007 Signage Concept Perspective
Final stage of the Stage 1 component of the development.	Public Domain Works: – Design and Construction of the Public Domain Enhancements.	City of Ryde Public Domain Plan The required standards of any relevant authority. The relevant drawings and	The owner may submit a further Development Application in respect of the Public Domain Works in order to reflect detailed design of these areas.	On issue of the final Occupation Certificate for Stage 1 component of the development.	Lend Lease Design Drawing No: MOU013 rev:A. Public Domain Enhancements Scope of Works Issue:F dated: 19 th April 2007.

Development Stage	Item of Owner's Work	Relevant Standards	Extent of Design Refinement	Relevant Occupation Certificate	Relevant Drawing Nos.
		scope of works forming part of the Development Application. Relevant Australian Standards			

Development Stage	Item of Owner's Work	Relevant Standards	Extent of Design Refinement	Relevant Occupation Certificate	Relevant Drawing Nos.
Final stage of the Stage 1 component of the development.	Plaza Works: – Design and Construction of the Plaza.	The required standards of any relevant authority. The relevant drawings and scope of works forming part of the Development Application. Relevant Australian Standards	The owner may submit a further Development Application in respect of the Plaza Works in order to reflect detailed design of these areas.	On issue of the final Occupation Certificate for Stage 1 component of the development.	Lend Lease Design Drawing No: MOU015 rev:A. Plaza Scope of Works Issue:B dated: 31 st October 2006.
Final stage of the Stage 1 component of the development.	License Agreement: – Giving of a license to use the plaza for community purposes for 20 events per annum in the area as identified on the indicative Plaza License area plan.	Not Applicable	Not Applicable	On issue of the final Occupation Certificate for Stage 1 component of the development.	Lend Lease Design Drawing No: MOU015 rev:A.

**Schedule 4 – City of Ryde Centre Scope of Works
(including plans, elevations, signage concept perspective
& City of Ryde Centre Preliminary Property Brief)**



Top Ryde Shopping Centre Redevelopment

City of Ryde Centre

Outline - Scope of Work

Issue: P

19th April 2007

Top Ryde Shopping Centre Redevelopment

SCOPE OF WORK

- 1.0 GENERAL
 - 2.0 STRUCTURE
 - 3.0 EXTERNAL FINISHES
 - 4.0 INTERNAL FINISHES
 - 5.0 MECHANICAL SERVICES
 - 6.0 ELECTRICAL SERVICES
 - 7.0 HYDRAULIC SERVICES
 - 8.0 FIRE PROTECTION
 - 9.0 LIFT SERVICES
 - 10.0 INFRASTRUCTURE UPGRADE
 - 11.0 ASSUMPTIONS
-
- APPENDIX A DRAWINGS
 - APPENDIX B SIGNAGE CONCEPT PERSPECTIVE

1.0 GENERAL

1.1 Introduction

This Performance Brief outlines the scope of works for the City of Ryde Centre (COR Centre) to be located in the proposed redevelopment of the Top Ryde Shopping Centre. The Brief has been developed as a basis from which the Beville Group and Bovis Lend Lease can progress the following items:

- Planning Agreement between the Bevillesta Pty Ltd and the City of Ryde (COR)
- Preparation of the Concept Brief
- Project Cost Plan and,
- Ongoing design development

The COR Centre shall be designed to a standard commensurate with a Grade A Suburban commercial office building with a 4.0 Greenstar rating. It shall include community and civic related uses such as a library, Customer Service Centre, Environment and Planning team and Information Systems Unit.

This Performance Brief should be read in conjunction with the drawings contained in Appendix A.

1.2 Floor Space Requirements

The Nett Useable Floor Area (NUFA); as defined under LEP143; of the COR Centre is detailed in Clause 8 of the Planning Agreement and will comprise a stratum of 2,700m² NUFA as follows:

- Ground - 200m² located at Plaza level at approx RL 56.0
- Level 1 - 1800m² located at RL 60.40
- Level 2 - 700m² located at RL 63.90

1.3 Car Parking

Car parking is available as part of the overall mixed use development at all times.

1.4 Loading Facilities

The loading zones available to COR for service deliveries to the COR Centre are via two separate zones:

- A dedicated COR Centre loading area suitable for one vehicle accessed via the retail carpark on RL 66.80 above the COR Centre. Van access



height is limited to 2500mm clearance. A hoist from the loading area will be provided to load goods to Level 1.

- Service bay located on RL 56.00 in the north eastern corner of the site, with vehicular access from Pope Street. Truck height access is limited to approx 3800mm

1.5 Toilets and Showers

Amenities will be provided on Levels 1 & 2 and in accordance with relevant Australian Standards and the Building Code of Australia (BCA).

1.6 Noise and Vibration

Design is to be in accordance with:

- All internal areas - NR40 (open plan office standard)
- Other Areas - As required by AS2107 and to an acceptable library standard.

1.7 Waste Area

The provision of garbage collection facilities is located within the Commercial/Residential loading dock located on RL 69.50 at the southern corner of the site, or within the service bay located on RL 56.0 in the northeast corner of the site.

2.0 STRUCTURE

2.1 Floor Loading

- Floor capacity in accordance with AS 1170.1 – 2002, allowing for the installation of book shelving at virtually any location.
- Reading rooms with no book storage (20% of total floor area) – 2.5kPa live load / 2.5kPa superimposed dead
- Reading Rooms with book storage (10% of total floor area) – 4.0kPa live load / 2.5 kPa superimposed dead load
- General book storage (50% of total floor area) – 2.4kPa for each metre of storage height load / 2.5kPa superimposed dead load
- Stack rooms (books) (20% of total floor area) – 3.3kPa for each metre of storage height live load / 2.5kPa superimposed dead load

2.2 Building Structure

- The building foundation system is generally via reinforced concrete pier footings or pad foundations as deemed suitable by a qualified structural engineer for the uses detailed in the performance brief.

-
- The overall structure will consist either conventional reinforced or post tensioned slabs and reinforced concrete columns or steel framed construction with concrete slabs.
 - Core areas, including stairwells, toilets, lift shafts and plant rooms will be insitu concrete and/or concrete blockwork.
 - Fire stair walls to be concrete and/or concrete blockwork.

2.3 Roof

- The roof shall comprise a concrete structure supporting other building structures above.
- R3 insulation is to be provided as part of fully lined soffits.

2.4 Façade

Allowance has been made for a combination of expressed concrete frames and solid wall treated and paint finish with aluminium framed glassed infill façade system with spandrel sills and louvred sun shading on the western facades to shade at least 60% of the glass surface at 3.00pm mid winter.

2.5 Entry & Lobby

The main entry lobby on the Ground Level (RL56.0) will be serviced via one lift with glass doors and an interconnecting stairway from ground level to Levels 1 and 2.

2.6 Levels 1 and 2

For the purposes of this Voluntary Planning Agreement, Level 1 shall serve the COR Centre and civic & community related uses. Level 2, which is part of a mezzanine, shall be provided as open plan with an acoustic low height plasterboard wall with 12.38mm framed glass over the perimeter of the void or an alternative glass thickness providing a similar acoustic treatment acceptable for a library.

An additional open stair shall be provided to connect the Level 1 to Level 2 mezzanine with framed glass doors at the top with sound attenuation measures acceptable for a library.

3.0 EXTERNAL FINISHES

3.1 Walls / Glazing

Refer Section 2.4 above

3.2 Steelwork

External steelwork where applicable shall be painted with metallic protective paint to a selected colour.

3.3 Doors

Front entry doors at all main entry points shall be frameless glass sliding automatic doors.

4.0 INTERNAL FINISHES

4.1 Entry Lobby Area (Ground Floor Level)

The proposed scope of works for these finishes is as follows:

- Floors Granite tiles 20mm thick to a maximum of \$225/m²
- Walls Entry: aluminium framed clear glazed panelling
Other: paint finished plasterboard or painted render to core areas. Clear anodised aluminium skirting.
- Doors External: refer item 3.3
Internal: solid core, painted
- Ceilings Suspended two way exposed metal grid with acoustic ceiling tile, 1200 x 600mm grid. Metal angle shadow-line cornice. A minimum ceiling height of 3000mm shall be provided. Set plasterboard ceiling to be provided above entry doors. Ceiling finishes shall provide a minimum light reflectivity of 85% and an NRC appropriate to an open plan library.

4.2 Lift Lobby Areas / Entry Points

- Lift Lobbies Granite tiles 20mm thick to a maximum of \$225/m²
- Core Walls Paint finished render or plasterboard.
Clear anodized aluminium skirting
- Ceilings Set plasterboard ceiling.

4.4 General Library / All Other Community and Civic Related Uses (Levels 1 and 2)

- Floors Extra Heavy Duty grade Broadloom, anti-static, stain resistant, low twisted loop pile carpet (48oz) laid on premium commercial underlay.

- Walls: Perimeter walls: subject to façade solution
Inter-tenancy walls: blockwork with set plasterboard
- Internal Walls: Set plasterboard with metal stud
- Internal Columns: Patch & paint to concrete columns
- Skirting Triple ducted natural anodised aluminium skirting
- Ceilings acoustic
Suspended two way exposed metal grid with ceiling tile, 1200 x 600mm grid. Metal angle shadow line cornice. A minimum ceiling height of 2700mm shall be provided. Ceiling finishes shall provide a minimum light reflectivity of 85% and an NRC appropriate to an open plan library.

4.5 Toilet and Shower Areas

- Floors Vitrified unpolished non-slip ceramic tiles with matching ceramic coved skirting tile.
- Walls Airlock areas: Painted cement render or moisture resistant set plasterboard in a selected colour.
Toilets generally: Ceramic tiles to ceiling. .
- Ceilings Suspended moisture resistant flush set plasterboard painted in a selected colour.
Shadow-line cornice where appropriate. Detailed continuous light trough. Ceiling height minimum 2400mm.
- Doors Lobby/Airlock: Paint finish solid core in a selected colour
Airlock/ Toilet: Paint finish solid core in a selected colour
- Vanity Joinery Composite stone or similar
- Miscellaneous Composite stone or similar toilet cubicle partitions
Laminate finish solid core doors
Concealed cisterns
Wall fixed mirrors

Satin stainless steel single sheet paper towel dispensers and integral bins
 Linished stainless steel toilet paper holders
 Satin stainless steel grab rails to disabled toilets
 Premium commercial grade sanitary ware and satin chrome taps.

Showers and disabled toilet to be provided on both levels 1 and 2. These facilities maybe combined.

4.6 Kitchen Areas

Kitchens to be reheat style only.

- Floors Vitrified unpolished non-slip ceramic tiles with matching ceramic coved skirting tile
- Walls Painted cement render or moisture resistant set plasterboard in a selected colour
- Ceilings Suspended moisture resistant flush set plasterboard painted in a selected colour. Ceiling height minimum 2400mm
- Joinery Adequate floor and wall units, benchtops, drawers and cupboards to Council satisfaction. Water resistant units with laminate finish.
- Miscellaneous Instantaneous hot water heater.
Stainless steel sink

4.7 BOH, Fire Stairs and Landings

- Floors Steel trowelled granolithic topping over concrete stair and landings. Provide undercut to risers and slip resistant bars to tread nose.
- Walls Concrete block and off form concrete.
- Ceilings Off form concrete.

- Doors Internal & external doors: 2 hour fire rated, metal frame, solid core in selected paint finish.
- Interconnecting Stairs Steel trowled granolithic topping over concrete stair landings(or steel stair) with slip resistant treads and steel handrail.
- Miscellaneous Mild steel painted pipe handrails and balustrade.

4.8 Signage

- All statutory building direction and emergency signage throughout the building as required.
- Internal and external naming and directional signage (Provisional allowance of \$100,000) as selected by Council.

4.9 Paint

- All paints and undercoats etc. will be Dulux Australia or equivalent
- Generally seal and two coats of acrylic paint

4.10 Door Hardware

- To be of a selected commercial quality proprietary range to the satisfaction of Council.

5.0 MECHANICAL SERVICES

5.1 General

The building air conditioning and mechanical ventilation systems to be designed and installed in accordance with all relevant Australian Standards, codes and authority requirements.

5.2 Design Conditions

- Provide the following design Conditions:

<u>All Conditioned Areas</u>	<u>Indoor Conditions</u>	<u>Outdoor Conditions</u>
Summer	23°C ± 1.5°C	35°C DB 23.5 °C WB
Winter	21°C ± 1.5°C	5°C DB / 80%RH

Humidity control is provided for level 1 to a 60% relativity humidity design.



Population Density

Library	-	6m ² / person
Customer Service Centre	-	6m ² / person
Medium Size Meeting Room	-	30 people each
Small Meeting Room	-	8 people each

Lighting and Power Loads

	<u>Lights</u>	<u>Power</u>
Office Space	10 W/m ²	20 W/m ²

Outside Air

7.5 litres / second per person with appropriate filtration to AS 1668.2

5.3 Air Conditioning systems

Provide plant, ductwork and equipment to all areas to allow the following works:

- All levels are to be served by dedicated chilled water air handling units.
- Chilled water shall be provided from the central chilled water plant serving the Top Ryde Shopping Centre. The chilled consumption shall be separately metered to determine energy consumption and for billing purposes
- Air handling units located on each floor will incorporate outside air economy cycles where possible
- The air conditioning system will be a low temperature type to promote energy efficiency
- The air distribution system will be zoned to address different usage and thermal requirements via VAV boxes and high induction diffusers. A minimum of 3 zones per floor is required.
- Meeting rooms shall be air conditioned by separate ceiling mounted fan coil units
- Air to be supplied to the spaces via insulated ductwork and ceiling mounted air diffusion equipment
- The following zones will be served by dedicated air handling units and fan coil units (FCU) to address different usage and thermal areas:
 - Ground Level Entry Lobby via dedicated FCU
 - Level 1 North West perimeter zone
 - Level 1 North East perimeter zone
 - Level 1 central zone including main library areas and staff areas such as offices and kitchen. (Temperature in staff areas will be

controlled via VAV boxes – all other areas will be constant volume)

- Level 1 meeting rooms (via dedicated FCUs)
- Level 2 foyer
- Level 2 small meeting rooms (via dedicated FCUs)

5.4 Mechanical Control systems

- Stand alone Electronic Controls shall be provided
- The system will be monitored only by the main building BMS system

5.5 Mechanical Ventilation systems

- Toilet ventilation is to be provided by a stand alone toilet exhaust system
- The lift motor rooms and shafts will be mechanically ventilated to relevant standards

5.6 Mechanical Smoke Control Systems

- Smoke exhaust and stair pressurisation systems will be provided as required by relevant standards or fire engineered solution

6.0 ELECTRICAL SERVICES

6.1 General

The building electrical services and systems are to be designed and installed in accordance with all relevant Australian Standards, codes and authority requirements.

Provide plant, fittings, cabling and equipment to allow the following works.

6.2 Power Supply

- A Form 2 tenancy switchboard is to be provided for the COR Centre to supply their tenant services. This tenancy will be separately metered. Any house services components will be supplied from the nearest house services switchboard within the shopping centre development. Essential services such as lifts are to be served from the main switchboard.
- Distribution Boards will be provided at each floor level.

- Electrical supplies to the COR Centre tenancy mechanical services installation is to be supplied from the library tenancy switchboard and metered as a tenant service. As the lifts are dedicated to this tenancy, the supplies to these lifts will be metered as tenant services at the MSB.
- One power outlet per 120m² is to be provided on a separate circuit, enabling tenants to extend circuits during fitout
- Three channel ducted skirting is to be provided to the perimeter of the general office areas (no skirting to core walls)

6.3 Lighting

- General office lighting is to be high efficiency fluorescent fittings giving an open plan lighting level of 400 lux
- An allowance up to \$20,000 has been provide for gallery lighting to the ground floor entry lobby
- Toilet area lighting is to be downlights & fluorescent pelmet lighting
- Automated time scheduled switching of tenant and house lighting is to be provided by local time switch. An after hours push button override to be provided. If the house services lighting is to be connected to the house services board, then the lighting may be controlled by the BCMS system that controls the lighting in the rest of the centre.
- Emergency and exit lighting is to be provided in accordance with the BCA and AS2293.1. A standalone, non-computer monitored system shall be provided to the tenancy.

6.4 Communications

- Telecommunications riser for tenant voice and data cabling is to be provided. Provision will be made for an Intermediate Distribution Frame (IDF)
- 2 x 100pr Cat 6 cable to be reticulated to the COR Centre tenancy from the Building Distributor to a location within the tenancy nominated by COR. The cabling will be terminated onto a floor distributor within the tenancy. All cabling from the tenancy floor distributor to the field outlets to be provided and installed by COR.
- Suitable space within the Main Distribution Frame (MDF) room will be made available to accommodate future multiple telecommunications carriers and fibre optic data services if required by the tenants.
- Space provisions to be provided in the Building Distributor room for any additional carrier services as required by the COR Centre. Blown fibre duct to be provided from the Building Distributor room to the COR Centre tenancy to allow for the reticulation of fibre services to the tenancy.
- Telephone block cabling is to be provided to each floor at the rate of 1 pair for each 10m²
- No base building provisions have been made for tenant access flooring

- Active equipment including PABXs etc shall be provided and installed by the COR.

6.5 Security and Access

The Security system to be provided to the COR Centre is to be a stand alone, programmable system. That is, the security system for the COR Centre will be independent to the system provided to the remainder of the retail development and will be monitored as a separate system. The COR Centre will have the ability to programme its own proximity cards.

An Access Control System shall be provided to the COR Centre. Proximity Card Readers shall be provided to all entrances and access between levels. Reed switches and electric strikes/ magnetic locks shall be provided to these areas.

- Additional reed switches shall be provided to the doors leading to the fire stairs that are serving the library tenancy.
- Provisions for a CCTV system to be provided and installed by COR.
- Provisions for an intrusion detection system incl. alarm system to be provided and installed by COR.

7.0 HYDRAULIC SERVICES

7.1 General

The building Hydraulic services and systems are to be designed and installed in accordance with all relevant Australian Standards, codes and authority requirements.

Provide connections, pipes, valves, fittings, fixtures, tapware and equipment to allow the following works.

7.2 Sanitary Plumbing and Drainage

- Provide toilet amenities in accordance with BCA requirements.
- Provide all sanitary ware to the amenities to service a standard office Grade A Suburban standard facility
- Provide sanitary plumbing and water supply to two locations on each floor as provisions for future tenancy needs

7.3 Cold Water System

- Provide cold water supply and service to the building in accordance with Authority requirements and BCA
- Hot water to all amenities areas will be provided by dedicated electric hot-water storage heaters

8.0 FIRE PROTECTION

8.1 Combined Fire Sprinkler / Hydrant / Hose Reel System

The Top Ryde Shopping Centre is proposed to be provided with a combined Fire Sprinkler/Hydrant /Hose Reel system covering all areas of the development. As part of the COR Centre fitout the following specific equipment and performance will be provided.

- Full fire sprinkler coverage as required by both the BCA and AS2118 to suit a risk hazard of OH3 as necessary to protect the surrounding retail risks.
- A new Fire Sprinkler Alarm Valve assembly to enable the COR Centre Fire Sprinkler system to be shutdown independent of the surrounding retail tenancies.
- All fire sprinkler heads to be fast response type heads as required by the NSWFB specific to this project.
- Full Fire Hydrant coverage from an internal location as per the BCA and AS2419 and Fire Engineered Solution Report requirements.
- Full Fire Hose Reel coverage from an internal location as per the BCA and AS2441.

8.2 Smoke Detection and Evacuation System

The Top Ryde Shopping Centre is proposed to be provided with Smoke Detection and Sound Systems and Intercom Systems for Emergency Purposes (formerly referred to as EWIS) systems covering all areas of the development. As part of the Library fitout the following specific equipment and performance will be provided.

- A new Sub Fire Indication Panel will be provided to the COR Centre with direct connection to the Main FIP located within the Fire Control Room. This new SFIP will also house the sub Emergency Control Panel control and amplifiers.
- The new SFIP will monitor a network of smoke detectors designed to suit the requirements of AS1668 and allow for control over mechanical systems in the event of a fire alarm condition. Any fire alarm condition

raised within the Library will be monitored by both the MFIP and SFIP and trigger the evacuation systems operation. The smoke detectors will be spaced on a 20 metre grid in accordance with AS1668.

- The evacuation system will be provided with a network of loud speakers, installed within the finished ceiling, and be able to achieve the necessary sound pressure levels and voice clarity to satisfy the requirements of AS1670.4.
- Manual call point and warden intercommunication phones will be provided as required to satisfy AS1670.4. Generally these will be located at the SFIP for the library and allow for direct communication with the attending NSWFB staff in the Fire Control Room

8.3 Portable Fire Extinguishers

- Portable Fire Extinguishers will be provided in accordance with the BCA and AS2444

9.0 LIFT SERVICES

9.1 Lift Type, Capacity and Plant Requirements

- One lift shall be provided with glass doors within a concrete lift shaft. The lift shall be capable of accommodating a stretcher
- Lift shall be electric gearless traction or hydraulic passenger with lift motor room
- The lift shall have a capacity of 1,000 kg and the ability to carry a minimum of 13 people (selected from manufacturer's standard range)
- A separate goods hoist shall serve the library loading area located in the retail carpark.
- Provision will be made for disabled people to comply with AS1735 Part 12
- Lift finishes are stainless steel wall & ceramic tile floor

9.2 Lift Design Specification

- Lift speed is to be approximately 1.0 mps or better
- Average lift car dispatch < maximum 32 seconds

- Lift Group Control – duplex collective

9.3 Lift Car Size

- Lift car doors are to be fire rated and centre opening with clear entrance dimensions of 900mm wide x 2100mm high
- Lift openings for the lift will be located at ground, first and second levels, with opening to the library loading zone located in the commercial/residential carpark

10.0 INFRASTRUCTURE UPGRADE

The services infrastructure will be upgraded to serve the extended mezzanine of Level 2 as noted below:

- Chilled water (additional air handling units/ductwork/diffusers/etc by COR)
- Electrical submains (additional switchboard/lights/GPOs/cabling/etc by COR)
- Drainage and sewer (additional pans/urinals/basins/pipework/etc by COR)
- Fire sprinkler mains (additional sprinkler heads/pipework/etc by COR)
- Smoke detection (additional detectors/cabling/etc by COR)

11.0 EXCLUSIONS

Although not a complete list of exclusions, it should be noted that the following scope is excluded:

- UPS systems, plant or cable reticulation for back-up power or generators.
- Audio visual equipment and telephone communication systems.
- Task specific specialist lighting.
- Public artwork.
- All non statutory signage other than a provisional allowance of \$100,000 which provides for all naming and directional external and internal signage for the COR Centre including the external western façade of the COR Centre.
- Furniture Fittings and Equipment including furniture, joinery, reception desk, storage cabinets, racking to all tenancy areas, or furniture to the ground floor lobby, except for kitchen and WC joinery cabinets.
- Internal blinds, window dressings or internal shading equipment.
- Engagement of interior designer to prepare fitout design. An allowance of \$100,000 has been included within the cost plan for COR engaged consultants including Interior Design.
- No allowance made for "entry statements".
- CCTV system and Intrusion Alarm detection to be provided by COR.

12.0 NOTES

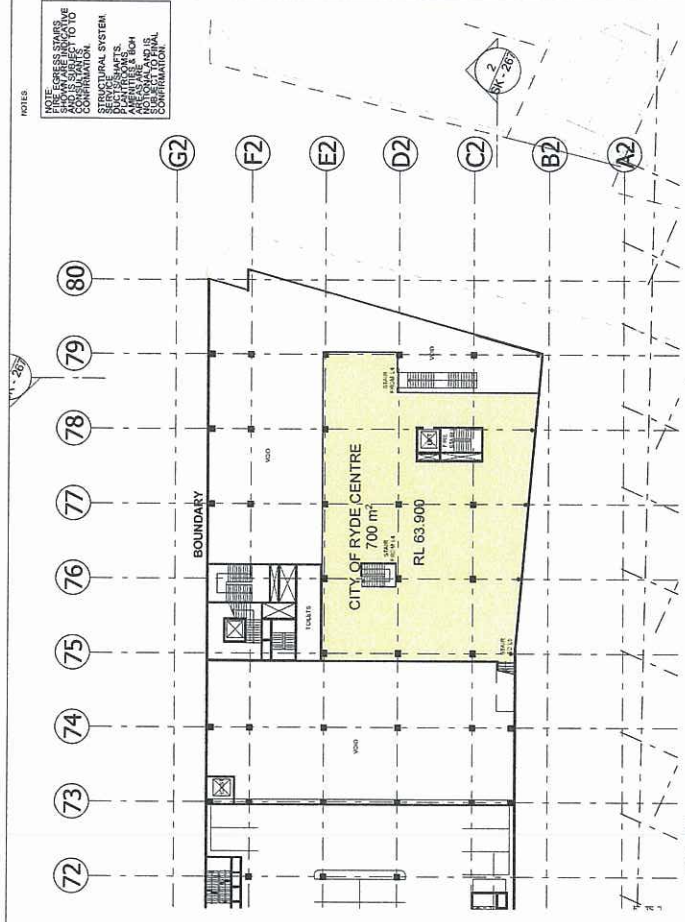
- Where rate allowances have been nominated within this document those rates are based on August 2006 values and shall be escalated to reflect the values at the time of construction to achieve the intended quality of finish identified within this document.



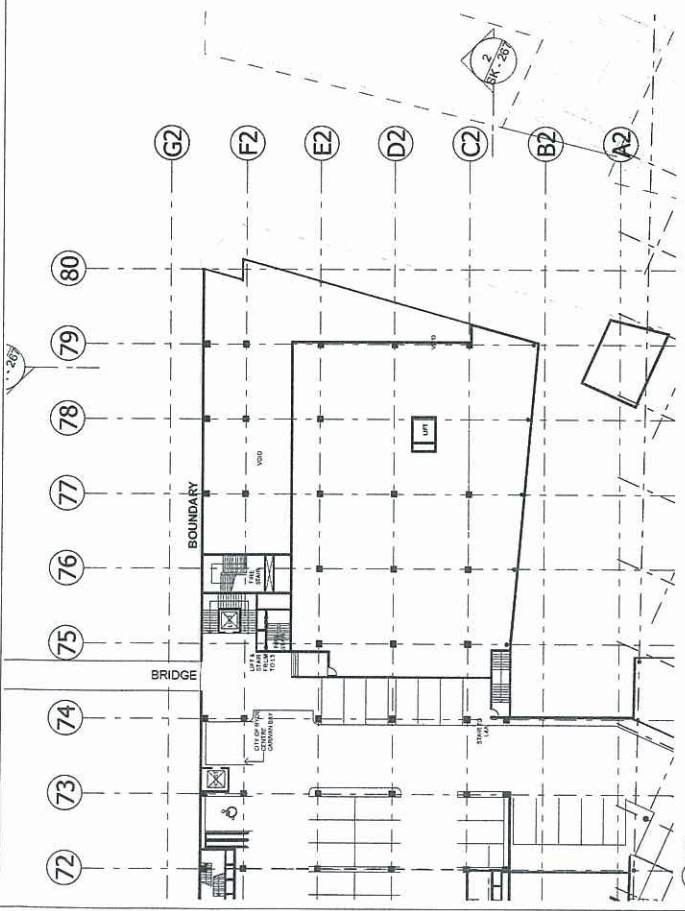
APPENDIX A

Drawing No.	Revision	Description
SK-228	G	COR Centre – Levels 1 and 2, Section A
SK-267	C	COR Centre – Sections

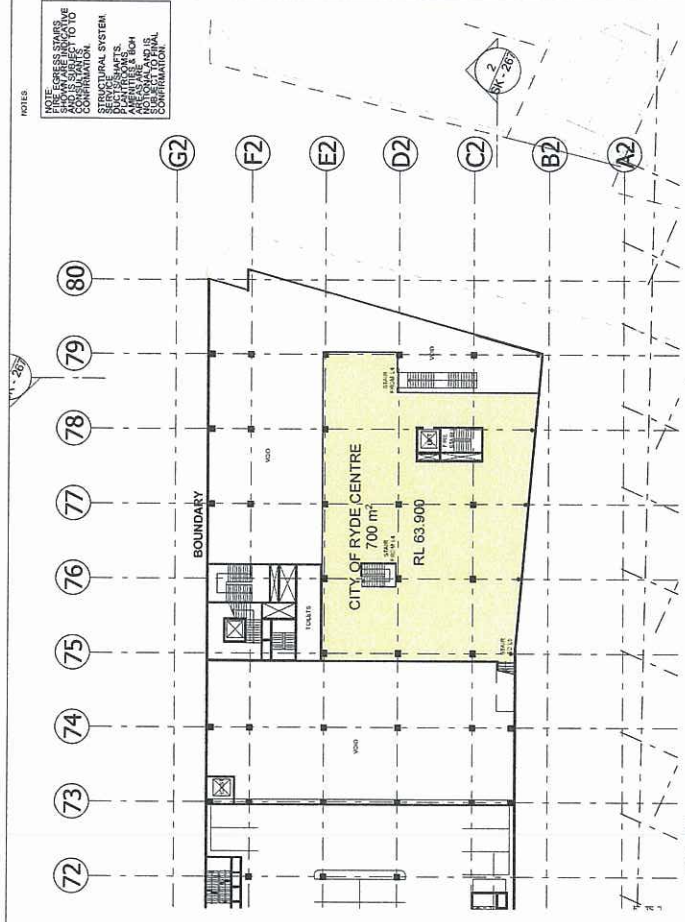
NOTES
 NOTE: PRESS STAIRS ARE TO BE PROVIDED TO THE COMMONS.
 STRUCTURAL SYSTEM: ALL WALLS AND PARTITIONS TO BE CONCRETE.
 ALL ROOFING TO BE ASBESTOS FREE.
 ALL ROOFING TO BE ASBESTOS FREE.
 ALL ROOFING TO BE ASBESTOS FREE.



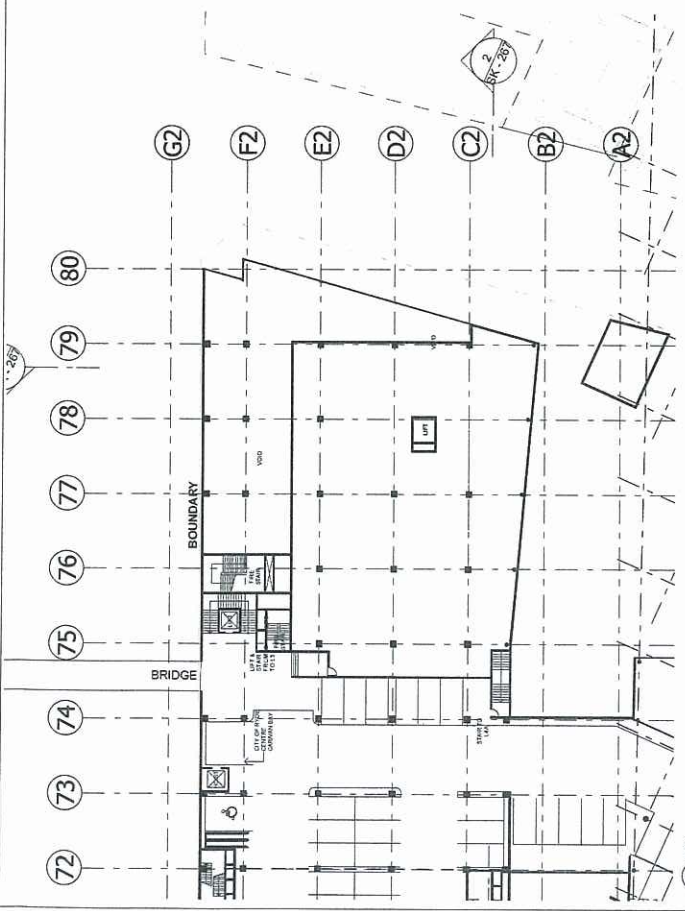
L01A SCALE: 1:250



L02 SCALE: 1:250



L03 SCALE: 1:250



L04 SCALE: 1:250

DATE OF PREPARATION	23.09.2020
PROJECT NO.	010
SCALE	1:250
DRAWING NO.	SK-228
ISSUE	G

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 BEVILLE GROUP
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 Fax: (61) 2 9371 2001
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MASTER PLANNER AND MASTER ARCHITECT
 Land Lease design
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RETAIL ARCHITECT
 In collaboration with
 Inlets together retail
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 Ryde NSW 1513
 Australia
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FOR INFORMATION

APPENDIX B

SIGNAGE CONCEPT PERSPECTIVE

It is acknowledge by the parties that the branding of the COR Centre needs to be considered sensitively with retail signage located in the vicinity of the COR Centre signage. The attached signage concept perspective provides and indication of the size, location, prominence and impact of the signage that is to be provided at Top Ryde for the City of Ryde Council.



Schedule 5– City of Ryde Centre Draft Warranty Schedule

SCHEDULE 5

TOP RYDE SHOPPING CENTRE REDEVELOPMENT CITY OF RYDE CENTRE

Draft Warranties Schedule

Revision C: 31 October 2006

#	Description
1	Metal and concrete roofing, flashings, gutters, downpipes, etc
2	Exterior painting and special coating systems
3	Precast concrete (including caulking and connections)
4	Aluminium window, doors (including glass, gaskets, frames, etc)
5	Roller shutters and vertical lift doors
6	Handrails and balustrades
7	Metwork louvres and grilles
8	Spray and joint fireproofing
9	Hard plaster and cement render
10	Blockwork and brickwork
11	Fire doors and frames
12	Natural stone
13	Resilient finishes: Vinyl
14	Impervious membranes
15	Air conditioning
16	Mechanical plant
17	Light fittings
18	Electrical equipment
19	Lift services
20	Pipework
21	Ceramic tiles
22	Hardware
23	Sealers, epoxy, coatings, cementitious toppings or screeds
24	Mirrors
25	Joinery
26	Taps
27	Sanitary fittings
28	Carpet
29	Automatic Doors

Note: The above list is not a conclusive list as further warranties may become applicable depending on future design development of the CoR Centre.

**Schedule 6– City of Ryde Centre Draft Management
Statement Budget Categories and Method of Division**

SCHEDULE 6

**TOP RYDE SHOPPING CENTRE REDEVELOPMENT
CITY OF RYDE CENTRE**

Management Statement Budget Categories & Method of Division
Revision C. 31 October 2006

#	Description	Method Of Division
Strata Costs		
1	Sinking Fund Levies - BMC	Proportion based on contribution to operating expenses. Refer Calc. 1 below.
2	Strata Administration including disbursements, bank fees and audit costs.	Proportion based on contribution to operating expenses. Refer Calc. 1 below.
Statutory Costs		
3	Council Rates	Individual Lot owner cost.
4	Water Rates	Individual Lot owner cost.
5	Land Tax	Individual Lot owner cost.
Operating Expenses		
6	Water Usage Costs-Individual lots	Actual usage.
7	Water Usage Costs shared plant and equipment	Proportion calculated on the basis of usage cost distribution of actual plant and equipment used. Refer item 6 above.
8	Insurance - Building	Proportion based on replacement value of each Lot.
9	Insurance - Public Liability	Proportion based on replacement value of each Lot, subject to Councils insurers certification. Refer item 8 above.
10	Insurance - Other	Proportion based on replacement value of each Lot, subject to Councils insurers certification. Refer item 8 above.
11	Insurance - Brokerage/valuation report	Proportion based on replacement value of each Lot, subject to Councils insurers certification. Refer item 8 above.
12	Air-conditioning Contract - central plant	Proportion calculated on the basis of usage cost distribution.
13	Air-conditioning Contract Non-Routine central plant	Proportion calculated on the basis of usage cost distribution. Refer item 12 above.
14	Shared Area Cleaning	Not applicable to City of Ryde Centre.
15	Share Toilet Supplies	Not applicable to City of Ryde Centre.
16	Recyclable Waste Removal	Not applicable to City of Ryde Centre.
17	Non-recyclable Waste	Not applicable to City of Ryde Centre.
18	Waste equipment maintenance	Not applicable to City of Ryde Centre.
19	Electricity - central plant	Proportion calculated on the basis of usage cost distribution.
20	Electricity other shared areas	Proportion calculated on the basis of usage cost distribution. Refer item 19 above.
21	Fire Services - Contract	Proportion based on GFA of the COR Centre.
22	Fire Services - Non Routine	Proportion based on GFA of the COR Centre.
23	Gas	Proportion calculated on the basis of usage cost distribution. (If applicable)
24	Oil - Diesel Fuel	Proportion calculated on the basis of usage cost distribution. (If applicable)
25	Shopping Centre Lifts - Contract	Not applicable to City of Ryde Centre. Tenancy lifts at Lot owner cost.
26	Shopping Centre Lifts - Non Routine	Not applicable to City of Ryde Centre. Tenancy lifts at Lot owner cost.
27	Evacuation Equipment - Contract	Proportion based on GFA of the COR Centre.
28	Evacuation Equipment - Non Routine	Proportion based on GFA of the COR Centre.
29	Roller Shutters and vehicle control	Not applicable to City of Ryde Centre.
30	MATV System	Not applicable to City of Ryde Centre.
31	Pest Control Contract	Not applicable to City of Ryde Centre.
32	Concierge	Not applicable to City of Ryde Centre
33	Manned Security - Contract	Not applicable to City of Ryde Centre
34	Manned Security - Non Routine	Not applicable to City of Ryde Centre
35	Security Equipment - Contract	Not applicable to City of Ryde Centre
36	Security Equipment - Non Routine	Not applicable to City of Ryde Centre
37	Building Amenities	Not applicable to City of Ryde Centre
38	Loading Dock Attendant	Not applicable to City of Ryde Centre.
39	R&M - General	Proportion based on contribution to operating expenses. Refer Calc. 1 below.
40	R&M - Carpentry and Locks	Proportion based on contribution to operating expenses. Refer Calc. 1 below.
41	R&M - Painting	Proportion based on contribution to operating expenses. Refer Calc. 1 below.
42	R&M - Plumbing	Proportion based on contribution to operating expenses. Refer Calc. 1 below.
43	R&M - Electrical	Proportion based on contribution to operating expenses. Refer Calc. 1 below.
44	R&M - Signage	Proportion based on contribution to operating expenses. Refer Calc. 1 below.
45	R&M - Safety & Environment	Proportion based on contribution to operating expenses. Refer Calc. 1 below.
46	Building Management Fee (Facilities Manager)	Proportion based on contribution to operating expenses. Refer Calc. 1 below.

Calc. 1 = Sum of each lot's contribution to items 6 to 38 inclusive divided by the total contribution made by all Lots of the same items.

Note: It is recognised by the parties that the COR Centre is a local government facility and brings significant public benefits to Top Ryde.

Schedule 7-- Public Domain Enhancement Plan

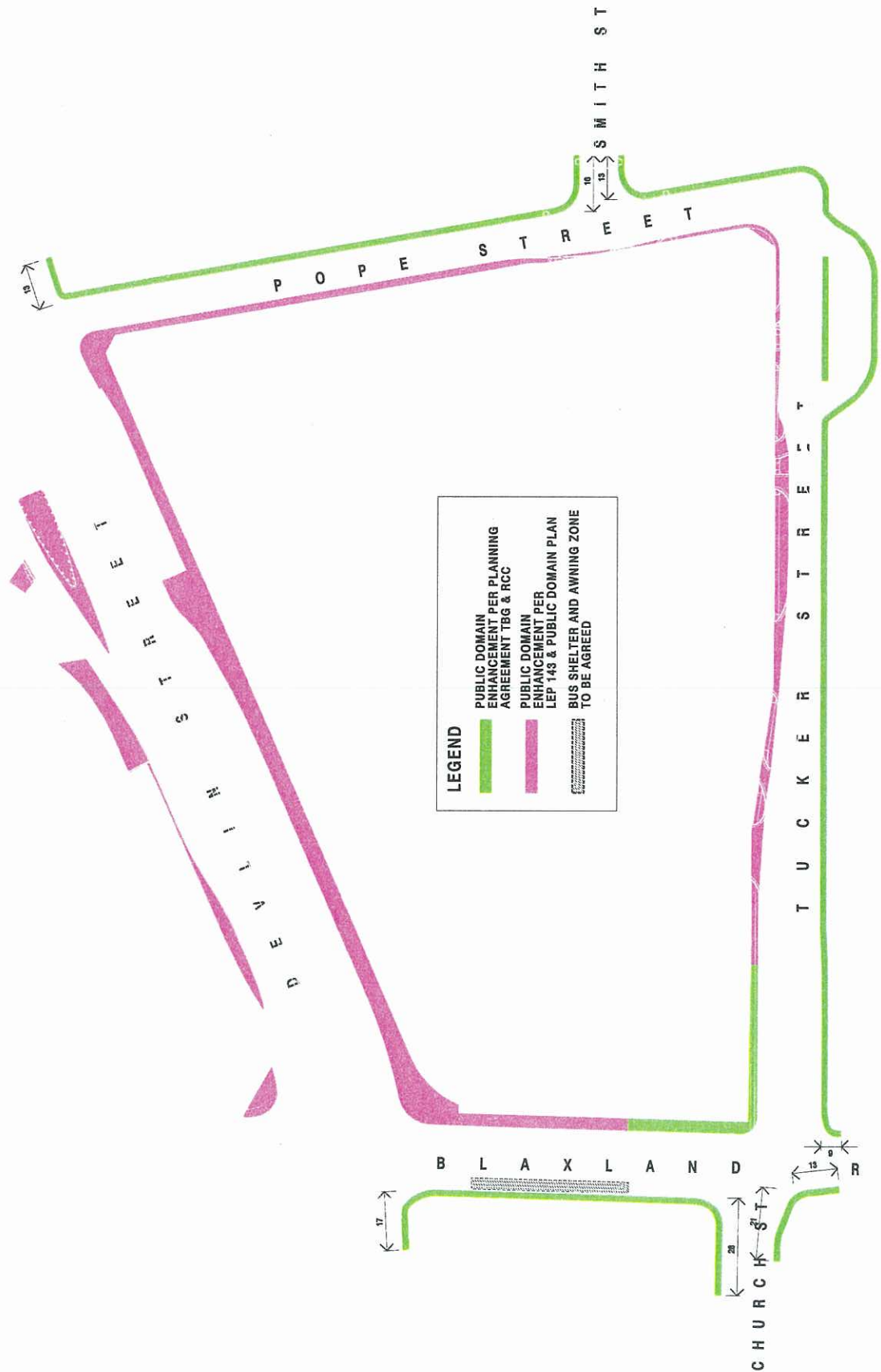


24/07/2006

MOU 013 : A

LEND LEASE DESIGN
JULY 2006

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PUBLIC DOMAIN ENHANCEMENT

TOP RYDE



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Schedule 8– Public Domain Enhancement Scope of Works



Top Ryde Shopping Centre Redevelopment

Public Domain Enhancements Scope of Works

Issue: F

19th April 2007

**Top Ryde Shopping Centre
Redevelopment**

SCOPE OF WORK

- 1.0 INTRODUCTION
- 2.0 SCOPE OF WORKS
- 3.0 PROPOSED MATERIALS
- 4.0 CLARIFICATIONS

TOP RYDE SHOPPING CENTRE REDEVELOPMENT

VPA – PUBLIC DOMAIN ENHANCEMENTS

1.0 INTRODUCTION

The purpose of this offer is to outline the intention of The Beville Group with regard to the Public Domain works; specifically identifying the scope of works of the Voluntary Planning Agreement- Public Domain.

2.0 THE SCOPE OF WORKS

The scope of the works contained in this offer, are as follows:

- The Scope of Works is to be consistent with The City of Ryde, Ryde Town Centre Public Domain Plan.
- The offer is based on four elements to be provided as part of the VPA, these include: the footpath paving, provision of bus shelter on Blaxland Rd South, pedestrian safety fencing along Tucker St East, street furniture and the bus shelter and Smartpole lighting as required.
- Drawing MOU-13A attached illustrates the area related to the Scope of Works as referenced by the green outline.
- Rendered identification wall 3000mm wide x 1200mm high to accommodate the City Of Ryde signage located in the north west end of Precinct 1 adjacent to the slip lane serving Blaxland Road North. Design and provision of signage by the City Of Ryde.

3.0 PROPOSED MATERIALS

The proposed materials for the Public Domain Works are as follows:

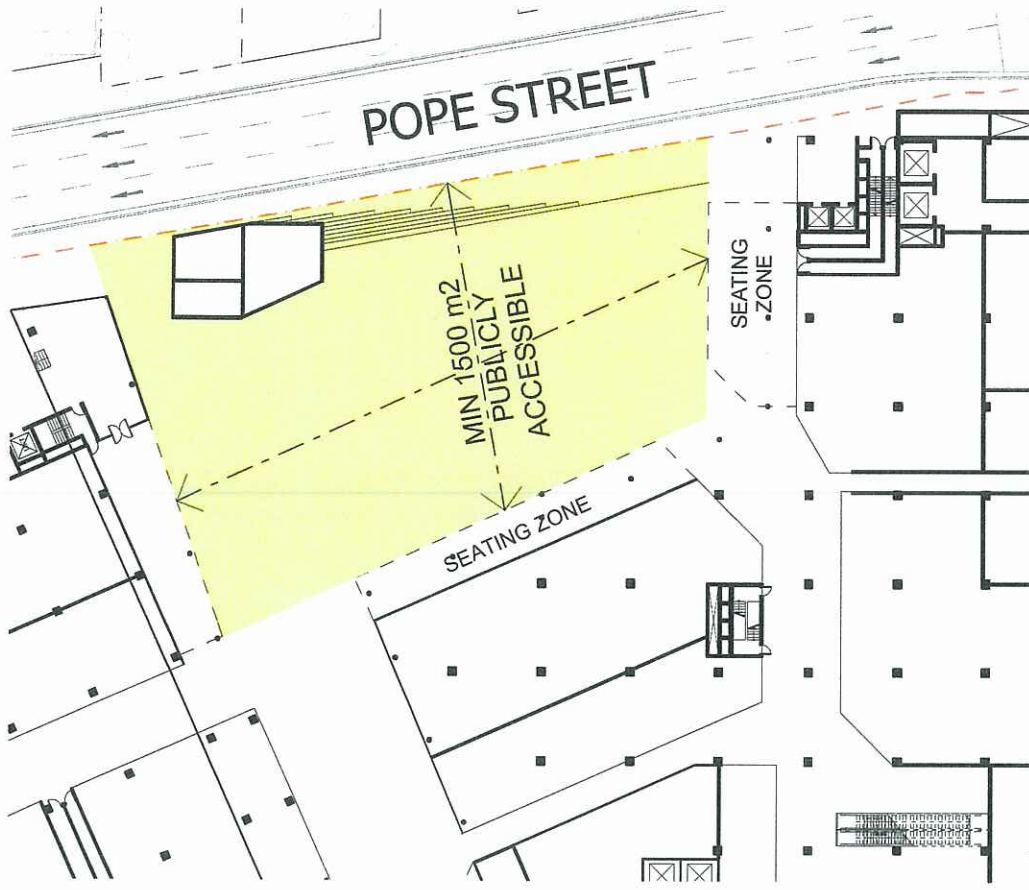
- All footpaths part of the VPA along Blaxland Road, Pope Street, Tucker Street and Church Street, as identified on MOU – 13A, will be provided with Granite paver's 300x600mm by 60mm thick. The colours materials will be in accordance with The City of Ryde Ryde Town Centre Public Domain Plan.
- New kerb and gutter to be installed in locations and levels (given by Councils Public Works Department) where agreed between the parties.

-
- The bus shelter provided for Blaxland Road South will be of pre-painted metal roof and glazing of 3.4m wide by 40m long. The shelter will include columns adjacent to kerb and building alignment to support awning.
 - The safety fencing located along Tucker St West will be metal powder coated pedestrian safety fencing 1200mm high
 - Street furniture will be in accordance with The City of Ryde, Ryde Town Centre Public Domain Plan.
 - Smart poles will be in accordance with The City of Ryde, Ryde Town Centre Public Domain Plan. The following standards will apply; Category V3 on Blaxland Road and Devlin Street, Category V5 on all other streets and P2 for all footpaths.
 - A Construction Management Plan will be provided as part of the Development Application identifying the construction methodology and providing details of ensuring minimisation of disruption to the public.

4.0 CLARIFICATIONS

- Paving areas have been based on existing footpaths up to a maximum width of 3.6m.
- Works to be carried out according to clarified zones established in the Sketch MOU-13A attached 'Public Domain Enhancements'; identified as the green line.
- Works are to be carried out in accordance with The City of Ryde, Ryde Town Centre Public Domain Plan.
- Existing kerbs and gutters will not be replaced where they are in good condition and where the level and line does not require to be altered as agreed by both parties. No allowance has been made to provide new or footpath extension beyond the existing zones.
- Where rate allowances have been nominated within this document those rates are based on August 2006 values and shall be escalated to reflect the values at the time of construction to achieve the intended quality of finish identified within this document.

Schedule 9– Plaza Licence Area Plan



Schedule 10– Plaza Scope of Works



Bovis
Lend Lease

Top Ryde Shopping Centre Redevelopment

Plaza Scope of Works

Issue: B

31st October 2006

**Top Ryde Shopping Centre
Redevelopment**

SCOPE OF WORK

- 1.0 INTRODUCTION
- 2.0 SCOPE OF WORKS
- 3.0 CLARIFICATIONS

TOP RYDE SHOPPING CENTRE REDEVELOPMENT

VPA – PLAZA WORKS

1.0 INTRODUCTION

The purpose of this offer is to outline the intention of The Beville Group with regard to the Plaza Works; specifically identifying the scope of works of the Voluntary Planning Agreement- Plaza.

2.0 THE SCOPE OF WORKS

The scope of the works contained in this offer, are as follows:

- For details of License agreement arrangements refer the VPA document.
- The Plaza paving materials will be 300x600 by 40mm thick Granite pavers with various tones and in a pixellated pattern with a stepped edge to Pope St
- The Plaza will be provided with audio and lighting systems for events and be designed in accordance with the BCA with regards to Place of Public Entertainment requirements

3.0 CLARIFICATIONS

- Paving areas associated with the arcades and laneways joining Devlin St to the Plaza are not part of this scope of works

Schedule 11– Implementation Deed