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# Planning Agreement

The Council of the City of Ryde  
and  
Macquarie University

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Ref: HEM:MAC463/4047

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## DETAILS

Date:

4 June 2019

## Parties

### (1) The Council of the City of Ryde (Council)

ABN 81 621 292 610

Address

North Ryde Office  
Level 1, Building O, Binary Centre,  
3 Richardson Place, North Ryde NSW 2113

Attention

The General Manager

### (2) Macquarie University (Developer)

ABN 90 952 801 237

Address

Macquarie University  
NSW 2109

Attention

Cameron Kline

## Recitals

- A. The Developer is the registered owner of the Land.
- B. In 2006, the Developer lodged (or authorised to be lodged, as the case may be) the Major Project Application with the Department of Planning to carry out the Development on the Land.
- C. On 13 August 2009, the then Minister for Planning approved the Major Project Application and granted the Concept Plan Approval to carry out the Development on the Land.
- D. Originally, Condition C15(2) of the Concept Plan Approval provided that the agreement required by Condition C15(1) to be entered into with the Roads and Traffic Authority (now RMS) is to include the construction of missing cycleway connections on Epping Road.
- E. On 8 September 2017, the Developer lodged the Modification Application with the Department of Planning.
- F. On 9 November 2018, the Modification Application was approved. Conditions C15(1) and (2) as amended allow for the Developer to enter into this Agreement to pay a monetary contribution to the Council for the provision of the missing cycleway connections and shared use path.

- G. As a consequence of the matters set out above, the Developer has offered to provide the Monetary Contribution on, and subject to, the terms set out in this Agreement.

## **Operative Parts**

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### **1. Planning Agreement under the Act**

- 1.1 The parties agree that this Agreement is a Planning Agreement governed by Part 7 of the Act.

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### **2. Scope and application of this Agreement**

- 2.1 This Agreement binds the parties and applies to the Land on which the Development is to be carried out.
- 2.2 This Agreement does not exclude the application of sections 7.11, 7.12 and 7.24 of the Act to the Development on the Land.

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### **3. Operation of this Agreement**

- 3.1 This Agreement takes effect on the date of this Agreement after execution by both parties.

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### **4. Defined terms and interpretation**

#### **4.1 Defined terms**

The following definitions apply unless the context requires otherwise.

**Act** means the *Environmental Planning and Assessment Act 1979* (NSW) (as amended) and includes any regulations made under that Act.

**Business Day** means:

- (a) for the purpose of sending or receiving a notice, a day which is not a Saturday, Sunday, a bank holiday or a public holiday in the city where the notice is received; and
- (b) for all other purposes, a day which is not a Saturday, Sunday, a bank holiday or a public holiday in Sydney.

**Business Hours** means from 9.00am to 5.00pm on a Business Day.

**Concept Plan Approval** means approval of the Major Project Application by the then Minister for Planning for the Development on or about 13 August 2009, which constitutes the Development as outlined in item 4 of Schedule 1.

**Construction Certificate** has the same meaning as set out in the Act.

**Council's Representative** means the person specified in Item 2 of Schedule 1 who is duly authorised to give approval under this Agreement or such other person as may be nominated by the person occupying the role of General Manager of the Council from time to time.

**Council Works** means the works described in Schedule 2 to be completed by the Council and includes any application fees, advertising fees, design development costs, tendering

costs, tender assessment costs, public consultation costs, and any other consultancy costs (such as architectural, heritage, planning, traffic, engineering, drafting or any other advice), land acquisition costs, survey costs, construction costs, relating to the design and implementation of the Council Works.

**Dealing** means selling, transferring, assigning, mortgaging, charging, encumbering or otherwise dealing with the Land.

**Details** means, in relation to a party, the details for that party set out in this Agreement.

**Development** means the development of the Land approved under the Concept Plan Approval as described in Item 4 of Schedule 1.

**Development Application** means a development application for the Development and includes all plans, reports models, photomontages, material boards (as amended supplemented) submitted to the consent authority prior to the determination of that Development Application.

**Development Consent** means any consent granted by the Council to a Development Application and includes all modifications approved under section 4.55 of the Act.

**GST** has the same meaning as in the GST Law.

**GST Amount** means, in relation to a Payment, an amount arrived at by multiplying the Payment (or the relevant part of a Payment if only part of a Payment is the consideration for a taxable supply) by the appropriate rate of GST (being 10% when the GST Law commenced).

**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.

**Land** means the land identified in Item 3 of Schedule 1.

**Major Project Application** means Major Project Application No. 06\_0016 for the Development.

**Modification Application** means the application lodged with the Department of Planning on or about 8 September 2017, which sought *inter alia* to modify Conditions C15(1) and (2) of the Concept Plan Approval pursuant to former Section 75W of the Act, to allow for the Developer to enter into this Agreement to pay a monetary contribution to the Council for the provision of the missing cycleway connections and shared use path, in lieu of the current requirements in Condition C15(1) and (2).

**Monetary Contribution** means the amount set out in Item 5 of Schedule 1 to be paid by the Developer to the Council in accordance with this Agreement.

**Notice** has the meaning given in clause 9.

**Occupation Certificate** has the same meaning as in the Act.

**Party** means a party to this Agreement, and includes their successors and assigns.

**Payment** means:

- (a) the amount of any monetary consideration (other than a GST Amount payable under clause 21); or

- (b) the GST exclusive market value of any non-monetary consideration; and
- (c) which is paid or provided by one party to another for any supply made under or in connection with this Agreement and includes any amount payable by way of indemnity, reimbursement, compensation or damages.

**RMS** means Roads and Maritime Services.

**Tax Invoice** means tax invoice issued by the Council to the Developer in the amount of the Monetary Contribution (exclusive of GST) in accordance with this Agreement.

#### 4.2 Interpretation

In this Agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa and a gender includes other genders;
- (b) other grammatical forms of a defined word or expression have a corresponding meaning;
- (c) a word defined in the Act has the same meaning in this Agreement, unless specifically defined to the contrary in this Agreement;
- (d) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of or schedule or annexure to this Agreement and a reference to this Agreement includes any schedule and annexure;
- (e) a reference to a document or agreement, includes the document or agreement as novated, altered, supplemented or replaced from time to time;
- (f) a reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
- (g) references to the word 'include' or 'including' are to be construed without limitation;
- (g) any schedules and attachments form part of this Agreement;
- (h) a reference to A\$, \$A, dollar or \$ is to Australian currency and all amounts payable under this Agreement are payable in Australian dollars;
- (i) a reference to time is to Sydney time;
- (j) a reference to a year (other than a financial year) or a month means a calendar year or calendar month respectively;
- (k) a reference to a party is to a party to this Agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (l) a reference to a person includes a natural person, partnership, firm, body corporate, trust, joint venture, association, governmental or local authority or agency or other entity;

- (m) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (n) any authorities, associations, bodies and entities whether statutory or otherwise will, in the event of such authority, association, body or entity ceasing to exist or being reconstituted, replaced or the powers or functions thereof being transferred to or taken over by any other authority, association, body or entity, be deemed to refer respectively to the authority, association, body or entity established, constituted or substituted in lieu thereof which exercises substantially the same powers or functions;
- (o) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (p) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (q) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (r) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it; and
- (s) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

#### 4.3 Interpretation

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

- (a) headings are inserted for convenience only and do not affect the interpretation of this Agreement.

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## 5. Payment of Monetary Contribution

### 5.1 Payment of the Monetary Contribution

Upon the execution of this Agreement or exchange of executed counterparts of this Agreement, Council will provide the Developer with a Tax Invoice for the Monetary Contribution that is payable by the Developer. The Developer agrees to pay the Monetary Contribution by way of bank cheque within five (5) Business Days from the date of the receipt of the Tax Invoice.

### 5.2 Application

- (a) The parties agree that the payment of the Monetary Contribution for the purposes of the Council Works is intended to comprise the public benefit under this Agreement.
- (b) The Council must expend an amount at least equal to the amount of the Monetary Contribution on the Council Works.

### 5.3 No Trust

The parties expressly acknowledge and agree that nothing in this Agreement will be read or construed as creating any form of trust arrangement, or fiduciary duty as and between the Developer and the Council. Without limiting any other part of this Agreement, the Council is not obliged or required to separately account for, or in any manner trace, the Monetary Contribution at the request of or for the benefit of the Developer.

#### **5.4 Expenditure by the Council**

- (a) The parties expressly agree that the expenditure of an amount equal to or greater than the Monetary Contribution upon the Council Works will be full and conclusive proof of the proper application of the Monetary Contribution. Without limiting clause 5.4, the Developer may not make or bring any claim or action of any nature relating to:
  - (i) the design, sequencing, or final form of the Council Works, including any areas or elements (as the case may be) deleted from the scope of the Council Works; or
  - (ii) the reasonableness of any cost incurred in the performance of the Council Works.
- (b) The parties agree that should the costs incurred by the Council in undertaking the Council Works exceed the value of the Monetary Contribution, any additional cost will be borne by the Council, and the Council cannot in any circumstances require additional contributions from the Developer.

#### **5.5 Completion of the Council Works**

The Council agrees to notify the Developer in writing of the completion of the Council Works within ten (10) Business Days of completion.

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### **6. Security and Enforcement**

#### **6.1 Issue of Occupation Certificate**

- (a) For the purposes of section 6.10(1) of the Act it is a precondition to the issue of an Occupation Certificate for any building approved as part of any Development Consent granted by the Council after the date of this Agreement that the Monetary Contribution must be paid on or before the date of issue of that Occupation Certificate.
- (b) For the purpose of section 6.10(1) of the Act, the requirements of this Agreement will be satisfied once the Monetary Contribution is paid in accordance with clause 5.1 of this Agreement.

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### **7. Dispute resolution**

#### **7.1 Dispute resolution**

If a dispute arises between the parties in relation to this Agreement, then either party may seek to resolve in accordance with this clause 7.

#### **7.2 Notice of Dispute**



The party wishing to commence dispute resolution processes must notify the other in writing of:

- (a) the nature, or subject matter, of the dispute, including a summary of any efforts made to resolve latter than by way of this clause 7;
- (b) the intent to involve this clause 7;
- (c) (if practicable) the outcomes which the notifying party wishes to achieve;
- (d) any material impact which the dispute has upon the completion of the Developer's Works.

The contents of a notice issued under the clause 7.2 are deemed to be confidential. The party issuing the notice may (but is not obliged) to assert legal professional privilege in respect of the contents.

### **7.3 Principals of Parties to Meet**

The principals of the parties (and in the case of the Council, the principal may include the person acting the role of General Manager as defined in the Local Government Act 1993, or such other person as is nominated by the person holding that role in writing) must promptly (and in any event within fourteen (14) days of written notice) meet in good faith to attempt to resolve the notified dispute. The parties may, without limitation:

- (a) resolve the dispute during the course of that meeting;
- (b) agree that further material, expert opinion, or consideration is needed to effectively resolve the dispute (in which event the parties will in good faith agree to a timetable for resolution);
- (c) agree that the parties are unlikely to resolve the dispute and in good faith agree to a form of alternative dispute resolution (including expert determination, arbitration, or mediation) which is appropriate for the resolution of the relevant dispute.

### **7.4 Neither Part May Constrain**

If:

- (a) at least one meeting has been held in accordance with clause 7.3; and
- (b) the parties have been unable to reach an outcome identified in 7.3 (a) to (c); and
- (c) either of the parties (acting in good faith) forms the view that the dispute is reasonably unlikely to be resolved in accordance with a process agreed under clause 7.3;

then that party may, by fourteen (14) days' notice in writing to the other, terminate the dispute resolution process in respect of that dispute. The termination of the process set out in this clause 7 does not of itself amount to a breach of the Agreement.

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## **8. Termination of Agreement**

8.1 The parties agree that the Developer will be released from its obligations under this Agreement if:

- (a) The Developer transfers or assigns its obligations in accordance with the requirements referred to in clause 11 below;

- (b) The Developer has fulfilled its obligations to make the Monetary Contribution in accordance with this Agreement;
- (c) This Agreement is terminated by agreement in writing between the parties;

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## **9. Notices**

### **9.1 Service of Notice**

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 delivered or posted to that Party at its address set out in Item 6 of Schedule 1 or (if such delivery is not accepted) then to the registered office or principal place of business of the Party.

### **9.2 Change of Address**

If a Party gives the other Party ten (10) Business Days' written notice of a change of its address, any notice, consent, information, application or request is only given or made by that other Party if it is delivered or posted to the latest address.

### **9.3 Time of Service of Notice**

Any notice, consent, information, application or request is to be treated as given or made at the following time:

- (a) if it is delivered, when it is left at the relevant address.
- (b) if it is sent by post, 2 business days after it is posted.

### **9.4 Service after hours, on Weekends and Holidays**

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.

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## **10. Approvals and consent**

Except as otherwise set out in this Agreement, 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.

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## **11. Assignment and dealings**

### **11.1 Dealings with Land**

- (a) The Council must not assign or deal with any right under this Agreement other than to or with another planning authority, without first obtaining the written consent of the Developer. The Developer agrees to not unreasonably withhold consent.
- (b) The Developer may, while continuing to be bound to perform this Agreement:
  - (i) sell, lease grant easements, transfer, assign, subdivide mortgage, charge encumber or otherwise deal with the Land or any part of it;

- (ii) sub-contract or delegate the performance of any right, obligation, benefit or interest under the VPA to any person;
  - (iii) give security, in any form including a mortgage, lien, charge, pledge or trust in respect of any right, benefit or interest under the VPA to any person;
  - (iv) enter into any lease or licence arrangements in relation to the Land or register any type of interest or right on the title of the Land including any easement; and
  - (v) enter into any joint venture or similar type of arrangement in respect of the Development and/or the Land;
- (c) The Developer must not novate this Agreement to a third party as part of any transfer, sale or disposal of any part of the Land, unless before it does so, the Developer:
- (i) satisfies the Council, acting reasonably, that the third party is financially capable of complying with the relevant obligations under this Agreement in respect of the Land being transferred or disposed of; and
  - (ii) the third party agrees to enter into a deed with the Council containing provisions under which the third party agrees to comply with the relevant obligations under the Agreement as if it were the University with respect to that part of the Land being sold, transferred or disposed of;
- (d) If the Developer sells, transfers or disposes of any part of the Land and satisfies the requirements referred to above, the Developer will be released from its obligations under this Agreement with respect to the Land being sold, transferred or disposed of; and
- (e) Any purported dealing in breach of the requirements referred to above will be of no effect.

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## **12. Costs**

### **12.1 Legal and Administrative Costs**

The Developer must pay all reasonable legal and administrative costs and expenses that the Council incurs in relation to:

- (a) the negotiation, preparation and execution of this Agreement; and
- (b) any enforcement of the rights under this Agreement,

and the Council may claim monies in payment of the legal and administrative costs from the Developer as a debt due and owing.

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## **13. Review and amendment of this Agreement**

### **13.1 Review**

If either party requests a review of the whole or any part of this Agreement then the parties must use their best endeavours, acting in good faith, to review this Agreement in accordance with that request.

### 13.2 **Amendment**

If the parties agree to amend this Agreement as a result of a review conducted under this clause 13 then any such amendment must be made:

- (a) in writing signed by all parties; and
- (b) subject to the provisions of the Act.

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### 14. **Entire Agreement**

This Agreement sets out the whole agreement of the Parties in respect of the subject matter. There are no other agreements, warranties or undertakings.

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### 15. **Further Acts**

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.

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### 16. **Governing Law and Jurisdiction**

This Agreement is governed by the law of New South Wales. The Parties submit to the jurisdiction of the courts of that state.

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### 17. **No fetter**

Nothing in this Agreement will be construed as requiring the Council to do anything that would cause it to be in breach of any of its obligations at law, or fettering in any way the exercise of any statutory discretion or duty.

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### 18. **Representations and warranties**

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.

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### 19. **Severability**

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.

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### 20. **Waiver**

The fact that a Party does not 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.

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## **21. GST**

- 21.1 Expressions set out in italics in this clause 21 bear the same meaning as those expressions in the GST Law.
- 21.2 All Payments have been set or determined without regard to the impact of GST.
- 21.3 If the whole or any part of a Payment by a party (including amounts referred to in clause 5.1) is the consideration for a *taxable supply*, the GST Amount in respect of the Payment must be paid to the supplier of the *taxable supply* as an additional amount, at the same time and in the same manner as the Payment is otherwise payable or as otherwise agreed in writing.
- 21.4 If a Payment due under this Agreement is a reimbursement or indemnification by one party of an expense, loss or liability incurred or to be incurred by the other party, the Payment will exclude any GST forming part of the amount to be reimbursed or indemnified to the extent to which the other party can claim an *input tax credit*.
- 21.5 A party's obligation to make payment under clause 21.3 is subject to a valid tax invoice being delivered to the party liable to pay for the *taxable supply*.
- 21.6 Where the supplier has become subject to any penalties or interest because of a late payment by the supplier to the Australian Taxation Office of any GST Amount and that late payment is a result of the failure of the *recipient* to comply with the terms of this clause 21, the *recipient* must pay to the supplier an additional amount on demand equal to the amount of those penalties and interest.
- 21.7 The recipient must indemnify the supplier on demand in respect of all loss or damage arising from a breach by the *recipient* of its obligations under this clause 21.

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## **22. Explanatory Note**

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

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## **23. General**

### **23.1 Counterparts**

This Agreement may be executed in counterparts. All executed counterparts constitute one document. This Agreement may be executed by either of the parties by duly executing a counterpart and forwarding a copy of the signed counterpart to the other party.

### **23.2 No merger**

Except where this Agreement expressly states otherwise, the rights and obligations of the parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement.

## Schedule 1 – Reference Schedule

Item	Name	Description
1	Developer's Name  Developer's ABN  Developer's Address	Macquarie University  90 952 801 237  Macquarie University NSW 2109
2	Council's Representative	The General Manager
3	Land	The Macquarie University Campus comprising the titles set out below:  (a) Lot 7 DP 569359; (b) Lot 8 DP 569359; (c) Lot 9 DP 1 04 7085; (d) Lot 1 0 DP 1 04 7085; (e) Lot 17 DP 858135; (f) Lot 191 DP 1157041; (g) Lot 190 DP 1157041; (h) Lot 1 DP 240970; (i) Lot 5 DP 851713; (j) Lot 7 DP 1 04 7085; (k) Lot 8 DP 104 7085; (l) Lot 17 DP 1 058168; (m) Lot 181 DP 1112777; and (n) Lot 115 DP 1129623.
4	Development  (MP06_0016)	The development of the Land including 400,000m <sup>2</sup> for commercial uses, 61,200m <sup>2</sup> for academic uses, 3450 student housing beds and associated infrastructure, car parking and landscaping.  MP06_0016
5	Monetary Contribution	\$ 825,000.00 (excluding GST – see clause 21)
6	Notices  <b>Council</b> Attention Address       <b>Developer</b> Attention Address	The General Manager North Ryde Office Level 1, Building O, Binary Centre, 3 Richardson Place, North Ryde NSW 2113       Cameron Kline 2 Link Road Macquarie University NSW 2109

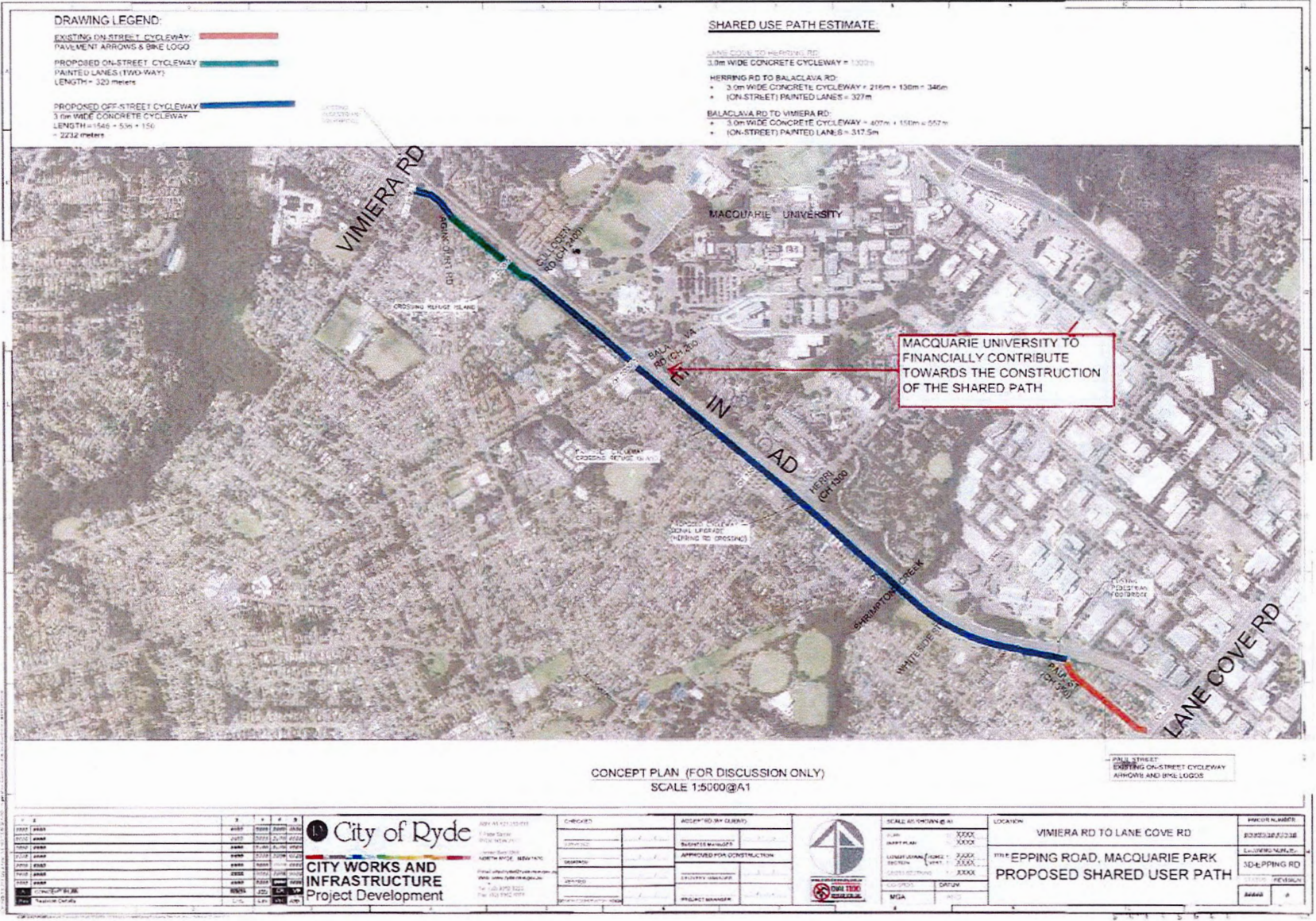
## **Schedule 2**

### **Area of the Council's Works**

The Council is to perform public domain works of the nature set out in this Schedule.

### ***Nature of Works***

Construction of missing cycleway connections and a shared path on Epping Road as shown on the attached plan - *Drawing No. 3C - Epping Road Proposed Shared User Path.*



<p><b>City of Ryde</b> CITY WORKS AND INFRASTRUCTURE Project Development</p>		<p>APPROVED FOR CONSTRUCTION</p> <p>PROJECT MANAGER</p>	<p>SCALE AS SHOWN @ A1</p> <p>DATE</p>	<p>LOCATION: VIMIERA RD TO LANE COVE RD</p> <p>TITLE: EPPING ROAD, MACQUARIE PARK PROPOSED SHARED USER PATH</p>	<p>PROJECT NUMBER: 3112088</p> <p>DATE: 2023</p>
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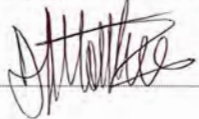
### Schedule 3

#### Requirements under Section 7.4 of the Act

REQUIREMENT UNDER THE ACT	THIS PLANNING AGREEMENT
<p>Planning instrument and/or development application – (Section 7.4 (1))</p> <p>The Developer has:</p> <p>(a) sought a change to an environmental planning instrument;</p> <p>(b) made, or proposes to make, a Development Application; or</p> <p>(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.</p>	<p>(a) No</p> <p>(b) Yes</p> <p>(c) Yes</p>
<p>Description of land to which this Planning Agreement applies – (Section 7.4(3)(a))</p>	<p>The Land as outlined in Schedule 1 Item 3.</p>
<p>Description of change to the environmental planning instrument to which Planning Agreement applies – (Section 7.4(3)(b))</p>	
<p>Application of section 7.11 of the Act – (Section 7.4(3)(d))</p>	<p>Section 7.11 is not excluded from the Development as set out in clause 2.</p>
<p>Applicability of section 7.12 of the Act – (Section 7.4(3)(d))</p>	<p>Section 7.12 is not excluded from the Development as set out in clause 2.</p>
<p>Applicability of section 7.24 of the Act – (Section 7.4(3)(d))</p>	<p>Section 7.24 is not excluded from the Development as set out in clause 2.</p>
<p>Mechanism for Dispute resolution – (Section 7.4(3)(f))</p>	<p>See <b>clause 7</b> Dispute Resolution</p>
<p>Enforcement of this Planning Agreement (Section 7.4(3)(g))</p>	<p>See <b>clause 6.1</b> Security and Enforcement</p>

Executed as an agreement

Executed by **The Council of the City of Ryde ABN 81 621 292 610** by the General Manager under delegated authority pursuant to Section 377 of the Local Government Act 1993, in the presence of:

  
\_\_\_\_\_

Signature

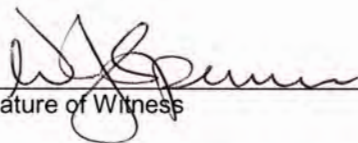
David Matthews  
\_\_\_\_\_

Signature of Witness

\_\_\_\_\_

Full Name  
(BLOCK LETTERS)

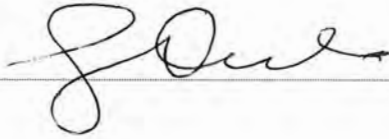
Executed on behalf of **Macquarie University** by its duly authorised attorney under power of attorney in registered Book 4758 No. 546 in the presence of:

  
\_\_\_\_\_

Signature of Witness


WENDY J. SPENCER  
\_\_\_\_\_

Name of Witness

  
\_\_\_\_\_

GEORGE DEVES  
\_\_\_\_\_

Name GENERAL MANAGER

  
\_\_\_\_\_

Signature of Attorney

Saveria Dimasi

Name of Attorney

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