

Secretary to the Department of Business and Innovation

and

Kew Development Corporation Pty Ltd  
ACN 119 766 264

and  
Walker Group Holdings Pty Ltd  
ACN 001 215 069

## **Kew Residential Services Development Agreement**

### **Third Deed of Variation**

**Arnold Bloch Leibler**  
Ref: KAG:01-160658  
ABL/2296859v2

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## PARTIES

**SECRETARY TO THE DEPARTMENT OF BUSINESS AND INNOVATION** (formerly the Secretary to the Department of Innovation Industry and Regional Development) acting pursuant to a Nomination Order issued in respect of the Project on 30 August 2005 by the Governor in Council on the recommendation of the Premier, for and on behalf of the Crown in right of the State of Victoria of 121 Exhibition Street, Melbourne, Vic 3000 ("**State**")

and

**KEW DEVELOPMENT CORPORATION PTY LTD** (ACN 119 766 264) of Level 21, Governor Macquarie Tower, 1 Farrer Place, Sydney, NSW 2000 ("**Developer**")

and

**WALKER GROUP HOLDINGS PTY LTD** (ACN 001 215 069) of Level 21, Governor Macquarie Tower, 1 Farrer Place, Sydney, NSW 2000 ("**Guarantor**")

## BACKGROUND

- A This Deed is supplemental to an agreement titled 'Kew Residential Services Development Agreement' entered between the State, the Developer and the Guarantor dated 27 October 2006 ("**Principal Agreement**") as varied by:
- (a) Deed of Variation between the State, the Developer and the Guarantor dated 28 August 2009;
  - (b) Deed of Release between the State, the Developer and the Guarantor dated 28 August 2009; and
  - (c) Second Deed of Variation between the State, the Developer and the Guarantor dated 13 June 2012.
- B The State, the Developer and the Guarantor have agreed to further vary the Principal Agreement to amongst other matters:
- (a) remove the obligation on the Developer to construct the Stage 2 Community Houses; and
  - (b) require the Developer to make a payment of \$4,850,000 to the State in lieu of construction of the Stage 2 Community Houses,
- on the terms and conditions set out in this Deed.

## AGREED TERMS

### 1 Definitions and interpretation

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- 1.1 Capitalised terms which are used but not expressly defined in this Deed have the meanings given in the Principal Agreement.
- 1.2 The provisions of clauses A1.2 (Construction), A1.11 (Delegation), A4.2 (Interpretation of Agreement), A7.1 (Representations and Warranties), A7.3 (Reliance on Representations and Warranties), A25 (Disputes), A26 (GST), A28 (Confidentiality and Publicity), A29 (Communications) and A30 (Miscellaneous) of the Principal Agreement form part of this Deed as if set out at length in this Deed.

### 2 Variation of Principal Agreement

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- 2.1 With effect from the date of this Deed, the Principal Agreement is varied as follows:
- (a) **Clause A1.1:** The following definitions are amended in the Principal Agreement:
- (i) the definition of "Community Houses" is amended by deleting the words "and the Stage 2 Community Houses" from the definition.
  - (ii) paragraph (c) of the definition of "Community Houses Default" is amended to read as follows:

"(c) A failure by the Developer to complete the Community Facilities Obligations by the Community Facilities Date for Completion."
  - (iii) the definition of "Completion" is amended by deleting from paragraph (b) the words "or Stage 3A".
  - (iv) The definition of Project Guarantee is amended to read as follows:

**"Project Guarantee"** means the Bank Guarantee or performance or other bond for the amount specified in schedule 7 and includes the Existing Project Guarantee, New Project Guarantee, Heritage Guarantee, the Replacement Heritage Guarantee and the Initial Stage 2 Community Houses Payment Guarantee
- (b) **Clause A1.1:** The following definitions are deleted from the Principal Agreement:
- (i) "Additional Project Guarantee";
  - (ii) "Final Stage 2 Community Houses";
  - (iii) "Initial Stage 2 Community Houses";
  - (iv) "Initial Stage 2 Community Houses Completion Date";
  - (v) "Stage 2 Community Houses";
  - (vi) "Stage 3A"; and
  - (vii) "Stage 3A Completion Date".
- (c) **Clause A1.1:** The following new definitions are inserted into the Principal Agreement:
- (i) **"Car Park"** means the car park to be constructed in accordance with clause B21.
  - (ii) **"Car Park Plan"** means the plan attached as **schedule 19**.
  - (iii) **"First Variation Date"** means 28 August 2009.

- (iv) **"First Deed of Variation"** means the documents titled "Deed of Variation" and "Deed of Release" between the State, the Developer and the Guarantor and dated 28 August 2009.
  - (v) **"Initial Stage 2 Community Houses Payment Guarantee"** means the Project Guarantee for \$2,425,000 in favour of the State to be provided by the Developer in accordance with clause A23.9(a).
  - (vi) **"Second Deed of Variation"** means the document titled "Second Deed of Variation" between the State, the Developer and the Guarantor and dated 13 June 2012.
  - (vii) **"Third Deed of Variation"** means the document titled "Third Deed of Variation" between the State and the Guarantor and dated or on about the day of 201 .
  - (viii) **"Stage 2 Community Houses Payment"** means the Initial Stage 2 Community Houses Payment and the Final Stage 2 Community Houses Payment payable by the Developer to the State in accordance with clause D1.2(c) and clause 2.5 of **schedule 12**.
  - (ix) **"Initial Stage 2 Community Houses Payment"** has the meaning in clause 2.5(a) of schedule 12;
  - (x) **"Final Stage 2 Community Houses Payment"** has the meaning in clause 2.5(b) of schedule 12.
- (d) **Clause A5.1:** Clause A5.1(a) is amended by replacing the word "Lots" with the words "Sale Lots".
  - (e) **Clause A5.3(j):** Clause A5.3(j) is amended by deleting the words "the Initial Stage 2 Community Houses Completion Date, the Stage 3A Date for Completion and/or" from the preamble.
  - (f) **Clause A5.5:** Clause A5.5 is amended as follows:
    - (i) by deleting the words, "the Initial Stage 2 Community Houses Completion Date, Stage 3A Date for Completion and/or" wherever occurring;
    - (ii) by deleting the words "and 3A, Initial Stage 2 Community Houses and" from the heading;
    - (iii) by deleting the words "the Initial Stage 2 Community Houses, Stage 3A" from paragraph A5.5(b)(ii);
    - (iv) by deleting the words "the Initial Stage 2 Community Houses by the Initial Stage 2 Community Houses Completion Date, Stage 3A by the Stage 3A Date for Completion and/or" from paragraph A5.5(b)(iii).
  - (g) **Clause A18.4(b):** Clause A18.4(b) is amended as follows:
    - (i) by deleting "or the Stage 2 Community Houses" from the preamble;
    - (ii) by deleting "(but remains obliged to Complete the Stage 2 Community Houses)" from clause A18.4(b)(i);
    - (iii) by deleting clause A18.4(b)(iii), clause A18.4(b)(iv) and clause A18.4(b)(v) and inserting a new clause A18.4(b)(iii) as follows:
      - (iii) the State must receive a Project Guarantee for the amount specified in schedule 7 as at the date of assignment either by:
        - (A) the assignee providing a new Project Guarantee (in replacement for the Project Guarantee provided by the Developer); or

(B) the State being satisfied that the Project Guarantee provided by the Developer remains in full force and effect.

- (h) **Clause A20.2(b)(ii):** Clause A20.2(b)(ii) is amended to read as follows:
- "(ii) any impact the Default Event will have on achieving Completion of Stage 1 by the Stage 1 Date for Completion, Stage 2 by the Stage 2 Date for Completion or the Community Facilities Obligations by the Community Facilities Date for Completion; and "
- (i) **Clause A20.2(f):** Clause A20.2(f) is amended to read as follows:
- "(f) Subject to clause A21 and the Developer demonstrating in the case of a Community Houses Default that Completion of the Community Facilities Obligations will occur no later than the Community Facilities Date for Completion, the State will not unreasonably refuse to grant an extension to the Applicable Cure Period where the Developer has satisfied the requirements of this clause."
- (j) **Clause A21.1(c)(ii):** Clause A21.1(c)(ii) is amended to read as follows:
- "(ii) sets out a Cure Plan which, in the State's reasonable opinion, causes there to be a material risk that Completion of Stage 1, Stage 2 or the Community Facilities Obligations will not occur by the Stage 1 Date for Completion, the Stage 2 Date for Completion or the Community Facilities Date for Completion respectively; or."
- (k) **Clause A23.2(a):** Clause A23.2(a) is amended to read as follows:
- "(a) After the Completion of the Community Facilities Obligations, the Developer may deliver to the State a replacement Project Guarantee for the amount of \$3.425 million
- (l) **Clause A23.2(b):** Clause A23.2(b) is amended to read as follows:
- "On delivery of a replacement Project Guarantee in accordance with paragraph (a), the amount of the Project Guarantee will be reduced to an amount of \$3.425 million."
- (m) A new clause A23.2(c) is inserted as follows:
- "(c) If the Community Facilities Obligations have been Completed and the Initial Stage 2 Community Houses Payment and the Final Stage 2 Community Houses Payment have been paid in accordance with clause 2.5 of Schedule 12, the Developer may deliver to the State a replacement Project Guarantee for an amount of \$1 million. On delivery of a replacement Project Guarantee for \$1 million in accordance with this paragraph (c), the amount of the Project Guarantee will be reduced to an amount of \$1 million.
- (n) **Clause A23.2(c):** Clause A23.2(c) is renumbered as clause A23.2(d) and amended to read as follows:
- "(d) On receipt of a replacement Project Guarantee for the amount specified in paragraph (a) or (c) (as the case may be), the State must return the original Project Guarantee (or any replacement Project Guarantee provided in accordance with clause A23.5) to the Developer."
- (o) A new clause A23.8 inserted as follows:

**A 23.8 Heritage Guarantee**

- a) The Developer agrees that the State has returned the Existing Project Guarantee to the Developer in return for the Developer:
- (i) delivering the New Project Guarantee to the State; and

- (ii) delivering the Heritage Guarantee to Heritage Victoria in satisfaction of condition 1 of the Heritage Permit.
- b) The Developer covenants and agrees:
  - (i) that it will not seek the return of the Heritage Guarantee from Heritage Victoria or reach any agreement with Heritage Victoria for the return of the Heritage Guarantee to the Developer except with the prior written consent of the State;
  - (ii) that it will direct Heritage Victoria that on the Heritage Guarantee Satisfaction Date the Heritage Guarantee is to be delivered to the State and not returned to the Developer;
  - (iii) notwithstanding clauses A23.8 (b)(i) and (ii), if Heritage Victoria returns the Heritage Guarantee to the Developer without the prior written consent of the State, the Developer will immediately deliver the Heritage Guarantee to the State;
  - (iv) the Developer will notify the State in writing when the Heritage Guarantee Satisfaction Date has occurred.
- c) If the Heritage Guarantee Satisfaction Date occurs prior to the Developer achieving completion of the Community Facilities Obligations, the Developer must deliver the Replacement Heritage Guarantee to the State no later than 5 business days after the Heritage Guarantee Satisfaction Date. On delivery of the Replacement Heritage Guarantee, the State will return the Heritage Guarantee to the Developer or authorise Heritage Victoria to return the Heritage Guarantee to the Developer.

d) In this clause A23.8:

**Existing Project Guarantee** means the Project Guarantee in the amount of \$5,000,000.00 provided by the Developer on the Operative Date;

**New Project Guarantee** means the Project Guarantee VPFB-M60-249, in the amount of \$4,200,000.00 provided by the Developer in accordance with clause A23.8(a).

**Heritage Guarantee** means the insurance bond VPFB-M60-248 in the amount of \$800,000.00 provided by the Developer to Heritage Victoria as security for the performance of the Developer's obligations under the Heritage Permit.

**Heritage Permit** means Heritage Permit P18328 issued by Heritage Victoria.

**Heritage Guarantee Conditions** means those heritage works which must be satisfactorily completed by the Developer under the Heritage Permit prior to release of the Heritage Guarantee by Heritage Victoria.

**Heritage Guarantee Satisfaction Date** means the date when all Heritage Guarantee Conditions have been satisfied by the Developer and the Developer is entitled to release of the Heritage Guarantee in accordance with the Heritage Permit.

**Replacement Heritage Guarantee** means the Project Guarantee for \$800,000.00 in favour of the State to be provided by the Developer in accordance with Clause A23.8(c)

- (p) A new clause A23.9 is inserted as follows:  
**A23.9 Initial Stage 2 Community Houses Payment Guarantee**
- a) On the date that the last party executes the Third Deed of Variation, the Developer must deliver to the State the Initial Stage 2 Community Houses Payment Guarantee.
  - b) On payment of the Initial Stage 2 Community Houses Payment by the Developer, the State must return the Initial Stage 2 Community Houses Payment Guarantee to the Developer.
- (q) **Clause B7.2:** Clause B7.2 is amended by deleting the words " Completion of the Initial Stage 2 Community Houses by the Stage 2 Community Houses Completion Date, Completion of Stage 3A by the Stage 3A Completion Date".
- (r) **Clause B7.3:** Clause B7.3 is amended by deleting the words "the Initial Stage 2 Community Houses, Stage 3A" wherever occurring.
- (s) **Clause B8.3(c):** Clause B8.3(c) is amended to read as follows:  
"(c) bring Stage 1 to Completion by the Stage 1 Date for Completion, Stage 2 to Completion by the Stage 2 Date for Completion and the Community Facilities Obligations to Completion by the Community Facilities Date for Completion."
- (t) **Clause B13.2(b)(i):** Clause B13.2(b)(i) is amended to read as follows:  
"(i) the Developer's Modification will not delay completion of Stage 1, Stage 2 and the Community Facilities Obligations beyond the dates for completion specified in this Agreement;"
- (u) **Clause B13.2(b)(iii):** Clause B13.2(b)(iii) is amended to read as follows:  
"(iii) the Developer's Modification will not derogate from the Objective of constructing Stage 1 and Stage 2 and the Community Facilities as a fully constructed, integrated and occupied development; and"
- (v) **Clause B13.2(d):** Clause B13.2(d) is amended to read as follows:  
"(d) The Developer shall not be entitled to any extension of time to the Stage 1 Date for Completion, Stage 2 Date for Completion, the Community Facilities Date for Completion or the End Date solely as a consequence of a Developer's Modification proposed by the Developer."
- (w) **Clause B13.3(d):** Clause B13.3(d) is amended to read as follows:  
"(d) Where the State issues an Acceptance Notice, the Stage 1 Date for Completion, Stage 2 Date for Completion, the Community Facilities Date for Completion and the End Date (to the extent applicable) shall be extended by the number of days specified in the Developer's Notice."
- (x) **Clause B14.3(c):** Clause B14.3(c) is amended to read as follows:  
"(c) ensure that Completion of Stage 2 occurs on or before the Stage 2 Date for Completion and that Completion of the Community Facilities Obligations occurs on or before the Community Facilities Date for Completion; and"
- (y) **Clause B14.13:** Clause B14.13 is amended to read as follows:  
**"B14.13 Transfer of Transitional Stage 1 Community Houses to State**
- (a) The State and the Developer agree that:
    - (i) the State may retain the Transitional Stage 1 Community Houses as the absolute property of the State;



- (ii) the Developer's Obligations to deliver the Community Houses will be satisfied in full by:
  - (A) retention by the State of the Transitional Stage 1 Community Houses as the absolute property of the State; and
  - (B) payment by the Developer to the State of the Stage 2 Community Houses Payment.
- (b) Subject to satisfaction of clause B14.13(a), the State agrees that the Developer has satisfied its Obligations in full to construct and deliver the Community Houses in accordance with this Agreement.
- (c) For the avoidance of doubt, the parties agree that:
  - (i) the State releases the Developer on and from the date of the Third Deed of Variation from any Claim relating to any failure by the Developer to have constructed the Stage 2 Community Houses prior to the date of the Third Deed of Variation; and
  - (ii) nothing in this clause B14.13 operates to release the Developer from the requirement of the Developer to keep the State indemnified in accordance with this Agreement against any Claim made by any purchaser of a Lot against the State."
- (z) **Clause B14.14:** Clause B14.14 is deleted and replaced with "not used".
- (aa) **Clause B21:** A new clause B21 is inserted as follows:
 

**"B21 Construction of Car Park**

  - (a) The Developer must construct a permanent car park comprising 19 car spaces in the location of the existing temporary car park in Stage 1 as denoted on the Car Park Plan.
  - (b) The Car Park must be constructed in accordance with all relevant standards applicable to the construction of at grade car parks for use primarily by passenger vehicles as agreed with the State, acting reasonably.
  - (c) All cost incurred by the Developer in modifying and completing construction of the Car Park will form part of Project Expenditure."
- (bb) **Clause C1.4:** Paragraph (c) of clause C1.4 is amended by deleting the words: "The location of the Stage 2 Community Houses in Stage 2 is subject to the approval of the State."
- (cc) **Clause D1.2:** Clause D1.2 is amended by inserting a new paragraph (c) as follows:
 

"(c) The Developer must pay to the State the Stage 2 Community Houses Payment at the time and in the manner set out in clause 2.5 of **schedule 12.**"
- (dd) **Schedule 2:** Schedule 2 is amended by deleting the plan attached representing the amended designs for the Initial Stage 2 Community Houses.
- (ee) **Schedule 6:** The Development Plan forming Schedule 6 to the Principal Agreement is amended by deleting the Staging Plan included in Schedule 6 on and from the First Variation Date and replacing it with a copy of the Staging Plan in the form attached at Attachment 1 to this Deed.
- (ff) **Schedule 7:** Schedule 7 is amended to read as follows:

Project Guarantee Amount	Delivery Date	Release Date
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\$5,000,000	On or before Operative Date	On delivery of the New Project Guarantee and the Heritage Guarantee in accordance with Clause A23.9
\$4,200,000	On the date referred to in clause A23.9	Subject to Clauses A18A and A18.4(b) on Completion of the Community Facilities Obligations and delivery of the replacement Project Guarantee in accordance with Clause A23.2(b)
\$800,000	On the date referred to in Clause A23.9(c)	Subject to Clauses A18A and A18.4(b) on Completion of the Community Facilities Obligations and delivery of the replacement Project Guarantee in accordance with Clause A23.2(b)
\$2,425,000	On the date the last party executes the Third Deed of Variation	Following payment of the Initial Stage 2 Community Houses Payment in accordance with Schedule 12, Clause 2.5(a)
\$3,425,000	On the date referred to in clause A23.2(b)	Following payment of the Final Stage 2 Community House Payment and delivery of the replacement Project Guarantee in accordance with clause A23.2(c).
\$1,000,000	On the date referred to in clause A23.2( c)	5 Business Days after End Date.

(gg) **Schedule 12:** Schedule 12 is amended by inserting the following new clause 2.5:

**"2.5 Stage 2 Community Houses Payment**

The Developer must pay to the State an amount of \$4,850,000 (plus GST) as follows:

- (a) \$2,425,000 (plus GST) (**Initial Stage 2 Community Houses Payment**) on 31 October 2013 ; and
- (b) \$2,425,000 (plus GST) (**Final Stage 2 Community Houses Payment**) on 1 July 2014.

(hh) **Schedule 20:** A new Schedule 20 is inserted into the Principal Agreement and it comprises a plan delineating the location of the Car Park to be constructed in accordance with clause B21, in the form attached at Attachment 2 to this Deed.

### **3 General**

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3.1 The Developer must bear and pay:

- (a) its own legal costs; and
- (b) reimburse the State for the legal costs incurred by the State,

relating to the preparation, negotiation and execution of this Deed. All stamp duty payable on or in respect of this Deed must be paid by the Developer.

3.2 The parties acknowledge and agree that:

- (a) the provisions of the Principal Agreement (as expressly varied by this Deed) continue in full force and effect; and
- (b) the provisions of the Principal Agreement shall be read and construed so as to give effect to the provisions of this Deed, and in the event of conflict or inconsistency the latter shall prevail.

### **4 Consent and Acknowledgement of Guarantor**


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4.1 The Guarantor acknowledges and consents to the provisions of this Deed and the variation of the Principal Agreement made by this Deed.

4.2 The Guarantor acknowledges that the guarantee in Part E of the Principal Agreement continues in full force and effect following execution of this Deed and extends and applies to the Developer's obligations under this Deed.


**EXECUTED as a DEED**

**SIGNED** by: Tim Bamford, Executive Director,  
Major Projects Victoria  
in his capacity as authorised delegate of the  
Secretary to the Department of Business and  
Innovation for and on behalf of the Governor in  
right of the State of Victoria in the presence of:




Signature of witness (print)

**EXECUTED** by **KEW DEVELOPMENT CORPORATION PTY LTD** )  
)



Signature of director


**DAVID RYAN**  
Name of director (print)



Signature of director / company secretary  
(delete as applicable)

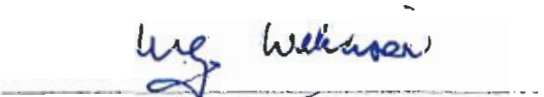
**MARK WILKINSON**  
Name of director / company secretary (print)

**EXECUTED** by **WALKER GROUP HOLDINGS PTY LTD** )  
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Signature of director

**DAVID RYAN**  
Name of director (print)

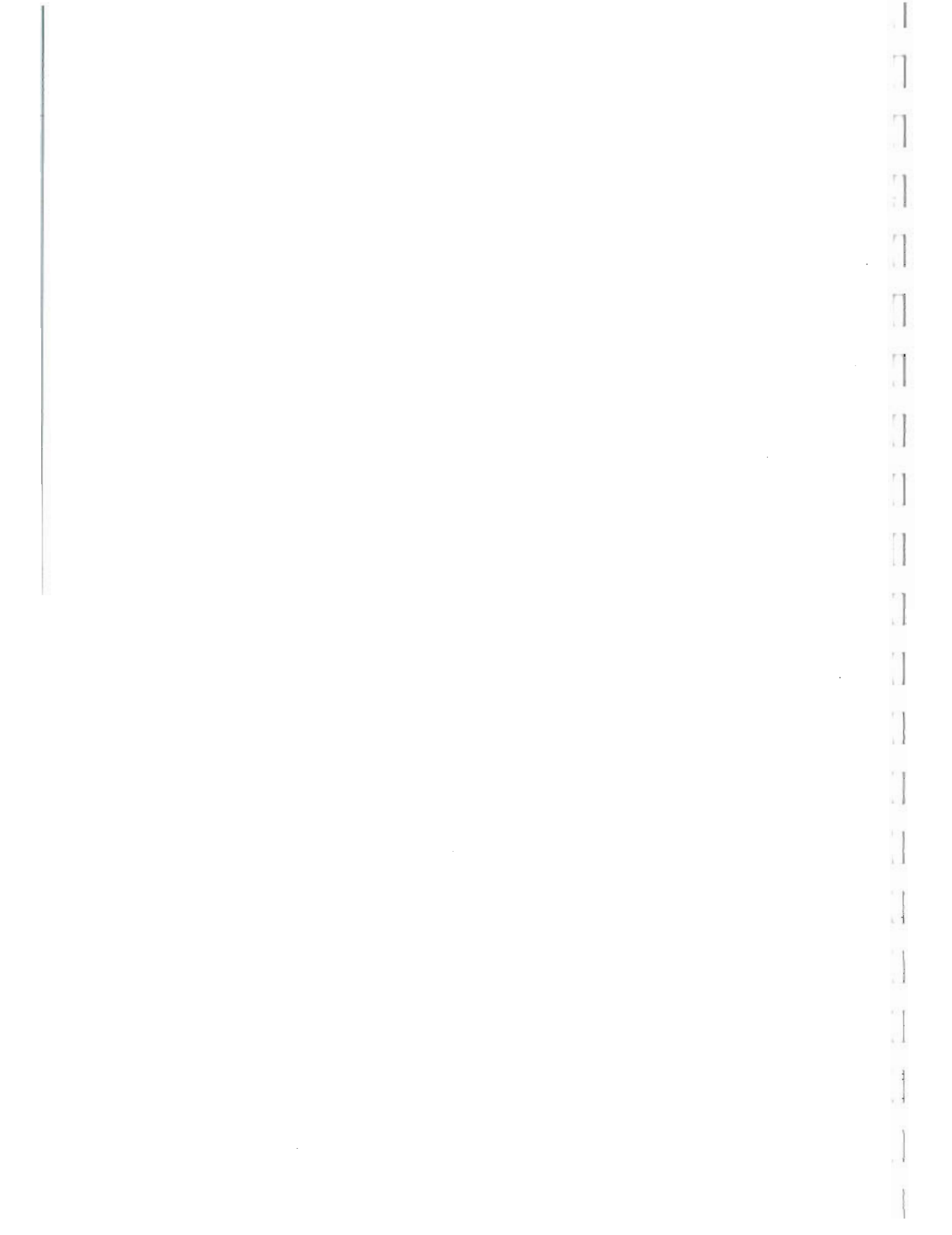


Signature of director / company secretary  
(delete as applicable)

**MARK WILKINSON**  
Name of director / company secretary (print)

# Attachment 1

## Staging Plan



1	STAGING PLAN	DATE: 12/12/12
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100	STAGING PLAN	DATE: 12/12/12



KEW MAIN DRIVE  
DEC 2012 REV'E

STAGING PLAN







## Attachment 2

### Car Park Plan

