
WAVERLEY COUNCIL

(Council)

AND

**WESTGATE BJ PTY LTD
(ACN 601 663 343)**

AND

**BELL VUE PTY LTD
(ACN 655 143 641)**

AND

**BELLOSH PTY LTD
(ACN 655 103 683)**

(Developer)

PLANNING AGREEMENT

(Development Contribution)

**WAVERLEY COUNCIL
Council Chambers
Cnr Bondi Road & Paul Street BOND
JUNCTION NSW 2022 DX 12006
BOND JUNCTION
Phone: 02 9083 8000
Facsimile: 02 9387 1820**

PLANNING AGREEMENT NO. _____

Section 7.4 of the Environmental Planning and Assessment Act, 1979

THIS AGREEMENT is made on

2023

PARTIES

WAVERLEY COUNCIL of Cnr Paul Street and Bondi Road, Bondi Junction NSW 2022 ABN 12 502 583 608 ("**Council**")

AND

WESTGATE BJ PTY LTD (ACN 601 663 343) of Suite 1, Level 1, 109 Oxford Street, Bondi Junction NSW 2022, **BELL VUE PTY LTD (ACN 655143641)** of Suite 1, Level 1, 109 Oxford Street, Bondi Junction NSW 2022, **BELLOSH PTY LTD (ACN 655 103 683)** ("**the Developer**")

BACKGROUND/RECITALS

- A.** The Developer is the registered proprietor of the Land with the benefit of the Development Consent.
- B.** The Council is the local authority constituted under the Local Government Act 1993 and the planning and consent authority constituted under the Act.
- C.** In March 2015, the Developer lodged a planning proposal with Council seeking to increase maximum building height and FSR and remove local heritage status. In October 2015, an amended proposal was submitted to Council which sought a maximum building height of 36m and FSR of 3.5:1 and removing local heritage status relating to 194 – 200 Oxford Street, Bondi Junction.
- D.** Between December 2015 and January 2016, a pre-Gateway review was submitted to the Department of Planning and Environment. In September 2016 the Developer submitted a draft public benefit offer. On 22 December 2016 a Gateway determination was issued subject to conditions which included the preparation of a site-specific

Development Control Plan.

- E. In January 2017 the planning proposal was amended to address the conditions of the Gateway determination (the Planning Proposal).
- F. On 24 October 2018 the Planning Proposal was referred to the Independent Planning Commission NSW and on 25 February 2019 the Commission issued a Planning Proposal Review.
- G. Following the Independent Planning Commission's Review, on 14 June 2019 Westgate BJ Pty Ltd made a revised public benefit offer which included entering into a Planning Agreement and paying a monetary contribution of \$4.7 million in addition to delivery of public benefits previously offered.
- H. On or about 11 September 2019 the Amending LEP was made by the Department of Planning and Environment and on 20 September 2019 the Amending LEP was published on the NSW Legislation Website as *Waverley Local Environment Plan 2012 (Amendment No 15)* and commenced taking effect from the date of publication.
- I. Following the making of the Amending LEP, between 5 February and 10 April 2020 a site specific Development Control Plan was exhibited by Council (SSDCP). The SSDCP included public domain benefits which were included in the developer's draft public benefit offer. The SSDCP came into effect on 1 October 2020.
- J. On 27 September 2021 Westgate BJ Pty Ltd made the Development Application to Council for Development Consent to carry out the Development on the Land. On 29 July 2022 Westgate BJ Pty Ltd submitted a further revised public benefit offer (**Public Benefit Offer**).
- K. Westgate BJ Pty Ltd and the Council had agreed to the making of Development Contributions in connection with the Planning Proposal and Development Consent in accordance with the Public Benefit Offer and as set out in this Agreement.
- L. The Development Consent as granted in respect to the Development on 18 August 2022 required the owner of the Land, including 2 Nelson Street, Bondi Junction, to enter into this Agreement and register the Agreement on the title of the Land prior to the consent becoming operative.
- M. Bell Vue Pty Ltd and Bellosh Pty Ltd became registered proprietors of a part of the Land, being 2 Nelson Street, Bondi Junction, on or about 27 January 2023.

- N.** On 19 June 2023 Westgate BJ Pty Ltd entered into a Planning Agreement ("**Planning Agreement dated 19 June 2023**") with Council pursuant to the Development Consent granted on 18 August 2022.
- O.** Bell Vue Pty Ltd and Bellosh Pty Ltd as proprietors of a part of the Land, being 2 Nelson Street, Bondi Junction are required to be parties to a planning agreement with the Council, along with Westgate BJ Pty Ltd, to give effect to the condition in the Development Consent.
- P.** Westgate BJ Pty Ltd, Bell Vue Pty Ltd and Bellosh Pty Ltd as registered proprietors of the Land and collectively the "**Developer**" have made a further revised public benefit offer dated 17 July 2023 ("**Revised Public Benefit Offer**") in the same terms of and confirming the Public Benefit Offer previously made by Westgate BJ Pty Ltd, and in accordance with the Revised Public Benefit Offer wish to enter into a planning agreement with Council on the same terms as the Planning Agreement dated 19 June 2023.
- Q.** .
- R.** The Parties acknowledge that upon the execution by the Parties of this Agreement the Planning Agreement dated 19 June 2023 is superseded and terminated by this Agreement.

OPERATIVE PROVISIONS:

1 PLANNING AGREEMENT UNDER THE ACT

The parties agree that this Agreement is a planning agreement governed by Section 7.4 and Subdivision 2 of Division 7.1 of Part 7 of the Act.

2 APPLICATION OF THIS AGREEMENT

This Agreement applies to the Land and to the Development approved by the Development Consent, as may be modified or consent to a further development application in respect of the Land.

3 OPERATION OF THIS AGREEMENT

- 3.1 The Parties must execute and enter into this Agreement as soon as possible.
- 3.2 This Agreement shall take effect on and from the date on which the parties execute and date this Agreement.
- 3.3 This Agreement supersedes and terminates the Planning Agreement dated 19 June 2023 forthwith upon execution and dating of this Agreement by the Parties.

4 DEFINITIONS AND INTERPRETATION

4.1 Definitions

In this Agreement unless the context otherwise requires:

“Act” means the *Environmental Planning and Assessment Act 1979* (NSW);

“Agreement” means this agreement and any Schedules, Plans or other attachments to it;

“Amending LEP” means the *Waverley Local Environmental Plan 2012* incorporating the Planning Proposal amendments;

“Bank Guarantee” means an irrevocable and unconditional undertaking by a trading bank approved by the Council to secure the Developer’s obligations under this Agreement for the delivery of the Monetary Contribution, containing terms and conditions acceptable to Council and in accordance with clause 9 of this Agreement;

“Business Day” means a day that is not a Saturday, Sunday or public holiday, on which banks are open for general services in Sydney, New South Wales;

“Caveat Form” means an irrevocable authority to Waverley Council to register and maintain a caveat on the Land, in a form acceptable to Council and executed by the owner of the Land, or such other form of owner’s consent to caveat as may be required by Council;

“Certifying Authority” means any accredited private certifier including where appropriate, a Principal Certifying Authority (PCA) appointed or to be appointed to certify the Development or any aspect of it;

“Construction Certificate” means any construction certificate as referred to in s 6.4 of the Act in respect of the Development Consent;

“Council” means Waverley Council and herein includes any local government authority with which that Waverley Council may merge or any other local government authority responsible for a local government area that the Land is located within;

“Development” means the development the subject of the Development Application described in item 4 of Schedule 1;

“Development Application” means the development application referred to in item 3 of Schedule 1;

“Development Consent” means the development consent in respect of the Development Application described in item 3 of Schedule 1;

“Development Contributions” means the Monetary Contribution and Public Works Contribution as described in item 5 of Schedule 1;

“Development Contribution Date” means the time the Development Contributions are to be delivered as specified in item 7A and 7B of Schedule 1;

“GST” has the same meaning as in the GST Law;

“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;

“Insolvency Event” means the occurrence of any of the following:

- (a) a party is liquidated, whether compulsorily or voluntarily (other than for the purpose of amalgamation or reconstruction whilst solvent)
- (b) a party becomes unable to pay its own debts as they fall due;
- (c) a party enters into any arrangement with creditors;
- (d) a party becomes subject to external administration within the meaning of Chapter 5 of the *Corporations Act 2001 (Cth)*, including having a receiver or administrator appointed over all or any part of its assets; or
- (e) anything analogous or having a substantially similar effect to the events specified in clauses (a) to (d) above occurs in relation to a party, including court appointment of a receiver;

“Land” means the land described in item 2 of Schedule 1;

“Location Plan” means the attached plan identifying the location of the Public Plaza and the Through Site Link; being Drawing No. DA – 9520/5.

“Monetary Contribution” means the money offered and payable by the Developer in connection with the Public Benefit Offer as set out in item 5A of Schedule 1;

“Occupation Certificate” means any occupation certificate as referred to in s 6.4 of the Act in respect to any development on the Land;

“Party” means a party to this Agreement including their successors and assigns;

“Planning Proposal” means (PP_2016_WAVER_003_00) seeking to amend height and floor space ratio and remove local heritage status of four residential terrace houses;

“Plaza Instrument Terms” means the terms of the s 88B Instrument including Easement in Gross and Public Positive Covenant to be registered against the Land relating to the Public Plaza to be delivered by way of Public Works Contribution under this Agreement, as set out in Schedule 2 of this Agreement;

“Prescribed Transaction” in relation to the Land means either one or more of the following: sell, transfer, assignment, charge, encumbrance or other dealing with the Land and novation of this Agreement;

“Public Benefit Offer” means the planning agreement offer from the Westgate BJ Pty Limited to Council, dated 29 July 2022;

“Public Plaza” means the public plaza limited in depth to the finished street level at No. 2 Nelson Street, Bondi Junction, approximately 311sqm in area and marked (A) on the Location Plan the subject of the Public Plaza Instrument Terms, to be delivered and maintained at no cost to Council;

“Public Purpose” for the purpose of this Agreement means the public purpose

described in item 6 of Schedule 1;

“Public Works Contribution” means the easements for public access and associated public works, offered by the Developer in connection with the Planning Proposal and Development Application being the provision of the Through Site Link and the Public Plaza, as set out in items 5A and 5B of Schedule 1;

“Registered Proprietor” means any and all of the following entities:

Westgate BJ Pty Ltd (ACN 601 663 343) of Lots 10, 11, 12 and 13 in DP260116; Lot 1 in DP 79947, Lot 16 in DP 68010

Bell Vue Pty Ltd (ACN 655 143 641) of Lot 1 in DP583228; and

Bellosh Pty Ltd (ACN 655 103 683) of Lot 1 in DP583228.

“Registration Application” means an application for registration of this Agreement as a planning agreement on the title of the Land pursuant to Section 7.6 of the Act in a form approved by the Registrar General;

“Revised Public Benefit Offer” means the planning agreement offer from the Westgate BJ Pty Limited to Council, dated 29 July 2022 as confirmed by a further revised planning agreement offer dated 17 July 2023 from Westgate BJ Pty Ltd, Bell Vue Pty Ltd and Bellosh Pty Ltd on the same terms as the Public Benefit Offer;

“SSDCP” means the Site Specific Development Control Plan for the Development as set out on pages 336 – 343 of the *Waverley Development Control Plan 2012*;

“Schedule” means a schedule to this Agreement;

“Strata Plan” means a plan of subdivision including either one or more strata scheme(s) or community scheme(s) registered on title of the Land for the purposes of the Development.

“Subdivision Certificate” means any subdivision certificate as referred to in s 6.4 of the Act in respect of the Development Consent;

“Through Site Link” means the Pedestrian/Cycleway through site link from Oxford Street to Osmund Lane, totaling approximately 136sqm in area and marked (B) on the Location Plan, limited in depth to the finished ground level, the subject of the Through Site Link Instrument Terms, to be delivered and maintained at no cost to Council;

“Through Site Link Instrument Terms” means the terms of the s 88B Instrument including Easement in Gross and Public Positive Covenant to be registered against the Land relating to the Pedestrian/Cycleway Through Site Link to be delivered by way of Public Works Contribution under this Agreement, as set out in Schedule 3 of this Agreement.

4.2 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;
- (b) 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, New South Wales;
- (c) 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;
- (d) A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars;
- (e) 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;
- (f) A reference in this Agreement to any agreement, Agreement or document is to that agreement, Agreement or document as amended, novated, supplemented or replaced;
- (g) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement;
- (h) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- (i) 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;
- (j) 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;
- (k) References to the word 'include' or 'including' are to be construed without limitation;
- (l) A reference to this Agreement includes the agreement recorded in this Agreement;
- (m) 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; and
- (n) Any schedules and attachments form part of this Agreement.

5 DEVELOPMENT CONTRIBUTIONS TO BE MADE UNDER THIS AGREEMENT

- 5.1 The Developer agrees to make, and the Council agrees to accept, the Development Contributions to be applied for the Public Purpose.
- 5.2 The Developer must deliver the Development Contributions to the Council in accordance with this Agreement on or before the Development Contribution Date and this is an essential term of the Agreement.
- 5.3 The Developer acknowledges and agrees that the Public Works Contributions are to be delivered at no cost to Council, to the satisfaction of Council and in accordance with the Development Consent and this Agreement.
- 5.4 In respect to the Public Works Contributions to be made under this Agreement, prior to the Development Contribution Date, the Developer must do all things necessary at the Developer's cost to:
- (a) register upon the title to the Land a plan of easement approved by Council and the associated instruments required to facilitate the delivery of the Through Site Link in accordance with the Through Site Link Instrument Terms and this Agreement;
 - (b) register upon the title to the Land a plan of easement approved by Council and the associated instruments required to facilitate the delivery of the Public Plaza in accordance with the Public Plaza Instrument Terms and this Agreement; and
 - (c) enter into a Deed with Council relating to on-going maintenance and servicing at no cost to Council in accordance with condition 92 of the Development Consent and this Agreement which has been drafted by a suitably qualified conveyancing solicitor in consultation with Council, and binds the Developer and any successors in title to the Land (e.g. Deed to be novated). The terms of such Deed are to include a maintenance schedule and are to be reproduced in the By-laws and Management Statement for any associated Strata or Community Scheme, easement terms, positive covenants and restrictions on the use of land which are to be registered against the title to the Land in respect to the Public Plaza and Through Site Link and be to the satisfaction of Council, acting reasonably.
- 5.5 In addition to the Development Contributions to be delivered under this Agreement, the Developer acknowledges and agrees that it will provide all public domain works as set out in the SSDCP and condition 37 of the Development Consent, including but not limited to street paving/footpaths, street lighting, street furniture, public art, landscaping and stormwater drainage to the satisfaction of Council.
- 5.6 The Developer acknowledges and agrees that the delivery of all Public Works

Contributions includes all necessary works so that the Public Works Contributions are to be designed, completed and maintained, in accordance with the Deed and instruments referred to in clause 5.4(c), all relevant Council development controls and policies and to the satisfaction of Council, including but not limited to *Bondi Junction Complete Streets Project*, *Public Domain Technical Manual*, *Street Design Manual*, *Open Space & Recreation Strategy 2021-2031*, *Creative Lighting Strategy* and the *Water Management Technical Manual*.

- 5.7 Notwithstanding any other provision herein, the easements referred to in this clause shall be registered at the time of any subdivision of the Land or the Development Contribution Date, whichever occurs earliest.
- 5.8 Any and all entities which comprise the Developer at any time during the Development including assignees are jointly and severally liable for any and all obligations of Developer under this Agreement.

6 APPLICATION OF THE DEVELOPMENT CONTRIBUTIONS

- 6.1 The Council will apply the application of the Development Contributions towards the Public Purpose as soon as practicable, and to the extent possible, after they have been delivered by the Developer to the Council.

7 APPLICATION OF S7.11 AND S7.12 OF THE ACT TO THE DEVELOPMENT

- 7.1 This Agreement does not exclude the application of Sections 7.11, 7.12 or 7.24 of the Act to the Development.
- 7.2 The Development Contribution provided by the Developer will not be taken into consideration in determining any development contribution under Section 7.11 or 7.12 of the Act.

8 REGISTRATION OF THIS AGREEMENT

- 8.1 The Parties agree this Agreement is to be registered by the Registrar-General as provided for in section 7.6 of the Act.
- 8.2 The Developer warrants that they have done everything necessary to enable this Agreement to be registered under section 7.6 of the Act.
- 8.3 Without limiting clause 8.2, the Developer warrants that they have obtained the express written consent to the registration of this Agreement under section 7.6 of the Act from:
- (a) If this Agreement relates to land under the *Real Property Act 1900*, each

- person who has an estate or interest in the Land registered under that Act; or
- (b) If this Agreement relates to land not under the *Real Property Act 1900*, each person who is seized or in possession of an estate or interest in the Land.
- 8.4 As soon as possible and in any event, within 30 business days of entering into this Agreement, the Developer will at its cost arrange and lodge this Agreement for registration upon the title to the Land under s7.6 of the Act and will:
- (a) deliver to the Council the Registration Application in registrable form noting the Council as applicant and executed by the owner of the Land and any other person the subject of the warranty in clause 8.3;
 - (b) provide the Council with a cheque in favour of NSW Land Registry Services, NSW for the registration fees for registration of this Agreement, or deliver funds electronically as Council may direct;
 - (c) subject to the Council providing to the Developer a tax invoice for its costs, expenses and fees incurred or to be incurred in connection with the preparation of this Agreement, provide the Council with a cheque in favour of the Council for those costs, expenses and fees, and any documents, form or instrument created or to be created in accordance with the provisions of this Agreement, or deliver funds electronically as Council may direct; and
 - (d) take any other necessary action so as to ensure this Agreement can be lodged for registration on the title to the Land.
- 8.5 Upon compliance with clause 8.4 by the Developer the Council will promptly lodge the Registration Application with the Registrar General.
- 8.6 The Parties will co-operate with each other to ensure that the Agreement is registered by the Registrar General.
- 8.7 Upon delivery of the Development Contribution in full, the Developer may request in writing that Council apply for the removal of the dealing created by registration of the Agreement from the title to the Land. The Council will not withhold its consent to such removal, provided the Developer pays all reasonable costs, expenses and fees of the Council relating to such removal.
- 8.8 Upon registration of this Agreement by the Registrar General, this Agreement is binding on, and is enforceable against the owner of the Land from time to time as if each owner for the time being had entered into this Agreement.

9 BANK GUARANTEE

9.1 Provision of Bank Guarantee

- (a) Prior to the issue of any Construction Certificate for the Development, the

Developer must deliver to the Council a Bank Guarantee to secure the payment of the Monetary Contribution under this Agreement, which must be:

- (i) in a form and from an institution approved by the Council;
 - (ii) irrevocable and unconditional;
 - (iii) with no expiry date;
 - (iv) issued in favour of the Council;
 - (v) for an amount of \$6,300,000; and
 - (vi) on the terms otherwise satisfactory to the Council.
- (b) The Developer acknowledges that the Council enters into this Agreement in consideration, amongst other things, of the Developer providing the Bank Guarantee prior to the issue of any Construction Certificate for the Development as a security for the Monetary Contribution.

9.2 Calling on Bank Guarantee

Without limitation to the Council's rights under this Agreement and at law arising from a breach of this Agreement by the Developer:

- (a) Subject to clause 9.2(b), the Council may call on the Bank Guarantee in the event that the Developer:
 - (i) fails to make a payment of any part of the Monetary Contribution in accordance with this Agreement by the Development Contribution Date; or
 - (ii) breaches any other term or condition of this Agreement relating to delivery of the Monetary Contribution,and fails to remedy the relevant failure or breach within 7 business days after the Council's notice.
- (b) The Council is not to call on the Bank Guarantee unless it has first given 20 business days' written notice to the Developer of its intention to do so and included written particulars of why it intends to call on the Bank Guarantee, and the Developer has failed to remedy the relevant failure or breach within that time.
- (c) The Council may call on the Bank Guarantee without notice to the Developer in the event that an Insolvency Event occurs in respect of the Developer, but only if the Monetary Contribution remains wholly or partly unpaid as at the date of the Insolvency Event.

- (d) If the Council calls on the Bank Guarantee pursuant to this clause, then the Council will apply the amount received pursuant to its claim on the Bank Guarantee towards the Developer's obligation to pay the Monetary Contribution and any costs and expenses incurred by Council in rectifying any default by the Developer to pay the Monetary Contribution under this Agreement. In circumstances where Council calls upon the Bank Guarantee and the available amount is insufficient to satisfy the Council's claim, the Developer will be required to pay to the Council any outstanding balance.

9.4 Return of Bank Guarantee

Subject to clause 9.3, provided that the Developer has complied with its obligations under this Agreement to deliver the Monetary Contribution in accordance with this Agreement, the Council will return the Bank Guarantee to the Developer.

10 REVIEW OF THE AGREEMENT

Any amendment or review of this Agreement shall be by agreement in writing and in compliance with section 7.5 of 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.

11.2 Response to notice

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

11.3 The nominated representative must:

- (i) Meet to discuss the matter in good faith within five (5) business days after services by the Respondent of notice of its representatives;
- (ii) 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:

- (i) The Parties must agree to the terms of reference of the mediation within five (5) business days of the receipt of the Dispute Notice (the terms shall include a requirement that the mediation rules and the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);
- (ii) The mediator will be agreed between the Parties, or failing agreement within five (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;
- (iii) The mediator appointed pursuant to this Clause 11.5 must;
 - (a) Have reasonable qualifications and practical experience in the area of disputes; and
 - (b) Have no interest or duty which conflicts or may conflict with his or her function as mediator, he or she being required to fully disclose any such interest or duty before his appointment;
- (iv) The mediator shall be required to undertake to keep confidential all matters coming to his or her knowledge by reason of his appointment and performance of his duties;
- (v) The Parties must within five (5) business days of receipt of the Dispute Notice notify each other of their representatives who will be involved in the mediation.
- (vi) 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.
- (vii) 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 cost for 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 cost 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:

- (i) 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;
- (ii) The expert must be appointed in writing and terms of the appointment must not be inconsistent with this clause;
- (iii) 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 containing reasons for the determination;
- (iv) The expert will determine the rules of the conduct for the process, but must conduct the process in accordance with the rules of natural justice;
- (v) 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
- (vi) 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, 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 ENFORCEMENT

12.1 Nothing in this Agreement prevents the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Agreement (including the breach of this Agreement by the Developer) or any matter to which this Agreement relates.

12.2 Until such time as the Development Contributions have been delivered in full and the Developer's obligations herein have been met, an Occupation Certificate must not be issued and the Developer must:

- (a) notify the Council in writing of the name and contact details of any Certifying Authority to which it has applied for an Occupation Certificate at the same time that such application is made;
- (b) at the time it lodges any application for an Occupation Certificate notify the Certifying Authority in writing of the existence and terms of this Agreement;
- (c) procure and provide to Council a written acknowledgement from the Certifying Authority addressed to Council confirming that the Certifying Authority will not issue an Occupation Certificate until Council provides written confirmation that the Development Contributions have been delivered and the Developers obligations herein have been met; and
- (d) not rely on any Occupation Certificate in respect to the Development.

12.3 The Developer acknowledges and agrees that:

- (a) The Land is charged with the delivery of the Development Contributions to Council until the Development Contributions are delivered in full to Council, or this Agreement is registered on the title to the Land;
- (b) Council has a caveatable interest in the Land until the Development Contributions and any other monies due to Council under this Agreement are delivered in full to Council, or the Planning Agreement is registered on the title to the Land;
- (c) Council may lodge and maintain a caveat against the title to the Land to notify of and protect its interests created by this Agreement (including the charge in (a), until this Agreement is registered on the title of the Land in accordance with clause 8 of this Agreement;
- (d) Upon entering into this Agreement, the Developer shall provide Council with the Caveat Form; and
- (e) Upon registration of this Agreement on the title of the Land, the Developer may request in writing that Council apply for the removal of the caveat from the title to the Land. The Council will not withhold its consent to such

removal, provided the Developer pays all reasonable costs, expenses and fees of the Council relating to such removal.

13 NOTICES

- 13.1 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:
- (a) delivered or posted to that Party at its address set out below in Item 8 of Schedule 1; and
 - (b) emailed to that Party at its email address set out below in Item 8 of Schedule 1.
- 13.2 If a Party gives the other Party 3 business days' notice of a change of its postal and/or email address any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or emailed to the latest postal and/or email address.
- 13.3 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.
 - (c) If it is sent by email, 24 hours after the email was sent, if the sender does not receive a delivery failure message from the sender's Internet service provider within 24 hours of the email being sent.
- 13.4 If any notice, consent, information, application or request is delivered, or emailed 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.

14 APPROVALS AND CONSENT

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.

15 ASSIGNMENT AND DEALINGS

- 15.1 If the Developer proposes to enter into a Prescribed Transaction or attempts or

purports to do so, the Developer must seek the consent of Council which consent is not to be unreasonably withheld, and, if required, the Developer must:

- (a) at no cost to Council, procure the execution by the incoming party of an Agreement in favour of Council on the same terms as this Agreement as if the incoming party were a Party to this Agreement; and
- (b) not be in breach of its obligations under this Agreement.

15.2 For the purposes of sub-clause 15.1(b) the Developer is not in breach of its obligation under this Agreement in the event that:

- (a) the Developer provided at least fourteen days' notice in writing of a Prescribed Transaction to Council and either of the provisions of sub-clauses (i) or (ii) applies:
 - (i) the Developer confirms to the Council and the Council is satisfied that the Developer is not in breach of its obligations under this Agreement at the time of the proposed Prescribed Transaction;
or
 - (ii) in the event that the Council identifies that the Developer is in breach of its obligations under this Agreement the Council gives notice in writing of the breach to the Developer providing the Developer with a period of fourteen days to rectify the breach and the Developer rectifies the breach to satisfaction of the Council, acting reasonably, within the fourteen days period (or such further period agreed to between the Council and the Developer).

15.3 The provisions of clause 15.1 do not apply to, and the consent of Council is not required under this Agreement, in relation to the following:

- (a) a mortgage or charge against the Land in circumstances where the mortgagee or chargee is bound by this Agreement;
- (b) the Developer entering into a contract for an off-the-plan sale, however the Developer must obtain consent of Council to effect settlement of those sales;
- (c) dealings directly involving the consolidation of the lots comprising the Land;
- (d) any service easements, positive covenants and restrictions on the use of the Land required by utility service providers or New South Wales government agencies or authorities, in accordance with the Development Consent, provided that grant of such easements, covenants and restrictions will not impact, impede or prohibit in any way delivery of the Public Works Contribution under this Agreement.

15.4 For the purposes of sub-clause 15.3(b) the Developer is not required to obtain consent of Council provided that the following provisions are satisfied:

- (a) the Developer has complied with all provisions of sub-clause 5.4(c) of this

- Agreement; and
- (b) the Monetary Contribution has been delivered to the Council on or before Monetary Contribution Development Contribution Date; and
 - (c) the Public Works Contribution has been delivered to the Council in accordance with sub-clauses 5.4(a) and 5.4(b) on or before Public Works Contribution Development Contribution Date; and
 - (d) Strata Plan by-laws registered on title of the Land (as subdivided) which satisfy the requirements of provisions of condition 92 of the Development Consent and sub-clause 5.4(c) of this Agreement at no cost to Council and to satisfaction of Council, including, but not limited to reproducing terms of a deed between the Developer and the Council relating to:
 - (i) on-going maintenance and servicing of the Through Site Link and the Public Plaza; and
 - (ii) operation times of the Through Site Link and the Public Plaza; and
 - (iii) funding for renewal of the Through Site Link and the Public Plaza every 20 years as a part of the Strata Plan's sinking fund and provision of annual financial reports of the fund to the Council; and
 - (iv) restrictions on use of land.

16 COSTS

Council's costs of and incidental to the preparation and execution of this Agreement and any related documents and registration of same shall be borne by the Developer. The Developer shall be responsible to pay its own costs and any stamp duty arising from this Agreement or its preparation.

17 ENTIRE AGREEMENT

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.

18 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.

19 GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law of New South Wales. The Parties submit to the nonexclusive 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.

20 JOINT AND INDIVIDUAL LIABILITY AND BENEFITS

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.

21 NON-FETTER

The Developer acknowledges and agrees that:

- (a) in addition to its obligations under this Agreement the Council is also responsible for the conduct and administration of local government in the Waverley Local Government Area;
- (b) this Agreement in no way affects Council's statutory obligations, functions or powers, including without limitation, its obligations, functions or powers in respect of the Development Application, Development Consent and any other approvals required in respect of the works to be carried out under the Development Consent;
- (c) nothing which the Council does or fails to do under this Agreement will limit or otherwise affect the Developer's obligations under the Development Consent; and
- (d) nothing which the Council does, fails to do or purports to do in performing the Council's statutory functions or powers will constitute or amount to a breach of this Agreement.

22 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.

23 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.

24 MODIFICATION

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.

25 WAIVER

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.

26 GOODS & SERVICES TAX

- 26.1 The Parties agree and acknowledge, all amounts payable by one party to the other party in relation to a supply under this Agreement have been calculated exclusive of GST which may be imposed on the supply.
- 26.2 If any supply made under this Agreement is, or becomes, subject to GST, the party to whom the supply is made ("**Recipient**") must pay to the party making the supply ("**Supplier**"), as consideration, in addition to any consideration payable or to be provided elsewhere in this Agreement, subject to issuing a Valid Tax Invoice, an additional amount on account of GST, such amount to be calculated by multiplying the consideration by the applicable rate of GST.
- 26.3 Any amount in respect of GST payable under clause 26.2 must be paid to the Supplier immediately on receipt of the Valid Tax Invoice.
- 26.4 If any party is required to reimburse or indemnify the other party for a cost or expense ("**Cost**") incurred by the other party, the amount of that Cost for the

purpose of this Agreement is the amount of the Cost incurred, less the amount of any credit for, or refund of, GST, which the party incurring the Cost is entitled to claim in respect of the Cost.

27 EXECUTION IN TRIPLICATE

The Parties shall execute this Agreement in triplicate so as to provide one original signed by both parties and a further copy for registration of the Agreement under s7.6 of the Act. This Agreement will be dated on the day of execution by all Parties.

DRAFT

SCHEDULE 1

<u>Item</u> <u>Number</u>	<u>Particulars</u>	<u>Description</u>
1	Developer	Westgate BJ Pty Ltd (ACN 601 663 343) and Bell Vue Pty Ltd (ACN 655 143 641) and Bellosh Pty Ltd (ACN 655 103 683)
2	Land	194 – 214 Oxford Street and 2 Nelson Street, Bondi Junction (Lots 10, 11, 12 and 13 in DP 260116, Lot 1 in DP 79947, Lot 16 in DP 68010, Lot 1 in DP 708295 and Lot 1 in DP583228)
3	Development Application	DA-400/2021
4	Development (description)	Demolition of existing structures; construction of a shop top housing development, comprising ground floor retail, 10 floors of residential apartments across two buildings (known as Oxford Street tower and Nelson Street tower) and four levels of basement parking
5	Development Contributions	5A: A Monetary Contribution in the amount of \$6,300,000. 5B: A Public Works Contribution valued at \$1,150,000 (Estimated value for Agreement purposes) incorporating: (a) the Through Site Link; and (b) the Public Plaza.

6	Public Purpose	Waverley's Affordable Housing Program	\$3,462,500
		Public Plaza for public outdoor amenity and recreation (Estimated value for Agreement purposes)	\$1,150,000
		Clementson Park Upgrades	\$550,000
		St James Park Upgrades	\$350,000
		Waverley's Complete Streets Program including trees, upgrades to roads and upgrades to public spaces in the local area	\$787,500
		Bondi Junction Gateway Artwork Replacement	\$500,000
		Mill Hill Heritage Conservation Area Road and Footpath Upgrades	\$500,000
		Waverley Small Grants Program	\$150,000
		Total	\$7,450,000
7A	Monetary Contribution Development Contribution Date (Payment date for the Development Contribution)	Prior to the issue of any Occupation Certificate for the Development or on the date of registration of a Strata Plan, whichever is earlier	
7B	Public Works Contribution Development Contribution Date (Delivery date for the Development Contribution)	Prior to the issue of an Occupation Certificate for the Development or on the date of registration of a Strata Plan, whichever is earlier	
8	Developer Address	Suite 1, Level 1, 109 Oxford Street, Bondi Junction NSW 2022	
	Developer Fax	N/A	
	Developer Email	info@stargateproperty.com.au	
	Council Address	Corner Paul Street and Bondi Road, Bondi Junction NSW 2022	
	Council Fax	(02) 9387 1820	
	Council Email	info@waverley.nsw.gov.au	

SCHEDULE 2

PUBLIC PLAZA (S 88B) INSTRUMENT TERMS

Definitions

In this instrument, the following words have the following meanings:

Council means Waverley Council and its successors;

Development means the development the subject of the Development Consent;

Development Consent means the development consent granted to DA-400/2021, as modified from time to time;

Easement means this Easement;

Easement Site means the Easement shown in the Plan being a Public Plaza totaling approximately 311 sqm and limited in depth to the finished street level at No. 2 Nelson Street, Bondi Junction;

Lot Burdened means the lot or lots subject to the Easement;

Maintenance Schedule means the schedule for the on-going maintenance of the Easement Site including, but not limited to, all Council approved structures, landscaping and improvements as required by and to the satisfaction of Council.

Owner of the Lot Burdened means the registered proprietor of the Lot Burdened from time to time;

Plan means a plan to which this instrument relates.

Easement Terms

1. The Owner of the Lot Burdened grants to the Council and any members of the public full and free right to go, pass and repass over and across the Lot Burdened within the Easement Site, or any part thereof, for all purposes, between at least the hours of 7 AM to 7 PM seven (7) days and at all times any adjoining retail premises are permitted to operate:
 - (a) with or without companion animals (as defined in the *Companion Animals Act 1998*) or other small pet animals; and
 - (b) on foot (without vehicles, other than prams, strollers, wheelchairs or other disabled access aids and not using rollerblades, skateboards, scooters, bicycles, shopping trolleys or similar items of equipment).
2. The Owner of the Lot Burdened must, to the satisfaction of Council, acting reasonably:
 - (a) keep the Easement Site (including any services in, on or under the Lot Burdened and any structures and landscaping) in good repair and condition;
 - (b) maintain and repair the Easement Site and all improvements on it in accordance with the Maintenance Schedule;
 - (c) keep the Easement Site clean and free from rubbish; and

- (d) maintain sufficient public liability insurance, in amount of at least \$20 million and as required by Council from time to time, acting reasonably, covering the use of the Easement Site in accordance with the terms of this Easement. The Owner of the Lot Burdened must with a certificate of currency of such insurance annually at the time of annual renewal;
 - (e) install and maintain adequate signage identifying the purpose of the Easement Site, its trafficable hours to the public and safety requirements;
 - (f) install and maintain adequate lighting and pay for the electricity supply associated with such lighting for the whole of the Easement Site; and
 - (g) install and maintain Closed Circuit Television (CCTV) monitoring the whole of the public area within the Easement Site;
 - (h) keep the Easement Site as an open-air plaza without any building or structures over the Easement Site as shown in the Plan;
 - (i) include in the sinking fund a plan for funding renovations of the Easement Site every 20 years from the date of registration of strata plan on the Lot Burdened pursuant to condition 92 of the Development Consent and every 20 years thereafter to satisfaction of Council acting reasonably and provide updates on the financial performance of the fund to Council on the anniversary of the registration of the strata plan.
3. The Owner of the Lot Burdened must ensure that any rules made by an Owners Corporation, including by-laws and management statements relating to the Easement Site have been approved by the Council and are consistent with the terms of the Easement and the Development Consent.
 4. If any member or members of the public loiter or congregate, for any purpose which the Owner of the Lot Burdened, acting reasonably, considers to be a nuisance or a safety risk, the Owner of the Lot Burdened may either remove those members of the public, or arrange for their removal by an appropriate authority.
 5. The Owner of the Lot Burdened may, but is not obliged to, engage security personnel to monitor and control the behaviour of the public including but not limited to prohibiting smoking, consumption of alcohol (except within licensed areas), passage of animals apart from those referred to in 1(a), riding bicycles, scooters and skateboards and the like in accordance with any rules made by an Owners Corporation relating to the Lot Burdened.
 6. The Owner of the Lot Burdened may, with the written approval of Council acting reasonably (except in the case of an emergency, in which case the Council's prior written approval is not required), temporarily close or temporarily restrict access through all or part of the Lot Burdened including the Easement Site for the time and to the extent necessary but only on reasonable grounds for the purposes of:
 - (a) maintenance and/or repairs; the installation and maintenance of services, or the

- installation of furniture or other public domain improvements; or
- (b) public safety or evacuation of the Lot Burdened and adjoining buildings.
7. The Owner of the Lot Burdened must not erect any building or structure or place any item within the Easement Site, unless approved by Council.
8. The Owner of the Lot Burdened agrees that it indemnifies and will keep indemnified the Council from and against any loss suffered or incurred by the Council arising from or as a consequence of the exercise of rights in this instrument by the Council or members of the public, unless the loss is caused by the negligence of the Council, its employees, contractors, subcontractors or agents, including but not limited to:
- a. damage to any property of the Council or member of the public located on the Easement Site or the Lot Burdened; and
 - b. injury to any person on the Easement Site or the Lot Burdened;
- and will enter into any deed of indemnity as may be required by Council to reflect the provisions of this clause.

Release and Variation of Easement

9. The terms of this Easement can only be released, varied or modified with the written consent of the Council.

SCHEDULE 3

THROUGH SITE LINK (S 88B) INSTRUMENT TERMS

Definitions

In this instrument, the following words have the following meanings:

Council means Waverley Council and its successors;

Development means the development the subject of the Development Consent;

Development Consent means the development consent granted to DA-400/2021, as modified from time to time;

Easement means this Easement;

Easement Site means the Easement shown in the Plan being a Through Site Link from Oxford Street to Osmund Lane totaling approximately 136 sqm, limited in depth to finished ground level;

Lot Burdened means the lot or lots subject to the Easement;

Maintenance Schedule means the schedule for the on-going maintenance of the Easement Site including, but not limited to, all Council approved structures, landscaping and improvements as required by and to the satisfaction of Council;

Owner of the Lot Burdened means the registered proprietor of the Lot Burdened from time to time;

Plan means a plan to which this instrument relates.

Easement Terms

1. The Owner of the Lot Burdened grants to the Council and any members of the public full and free right to go, pass and repass over and across the Lot Burdened within the Easement Site or any part thereof, for all purposes, between at least the hours of 7am to 7pm, seven (7) days and at all times any adjoining retail premises are permitted to operate:
 - (a) with or without companion animals (as defined in the *Companion Animals Act 1998*) or other small pet animals; and
 - (b) on foot (without vehicles, other than non-motorised bicycles, non-motorised scooters, prams, strollers, wheelchairs or other disabled access aids and not using rollerblades, skateboards, scooters, shopping trolleys or similar items of equipment).
2. The Owner of the Lot Burdened must, to the satisfaction of Council, acting reasonably:
 - (a) keep the Easement Site (including any services in, on or under the Lot Burdened and any structures and landscaping) in good repair and condition;
 - (b) maintain and repair the Easement Site and all improvements on it in accordance with the Maintenance Schedule;
 - (c) keep the Easement Site clean and free from rubbish;
 - (d) maintain sufficient public liability insurance, in an amount of at least \$20 million

and as required by Council from time to time, acting reasonably, covering the use of the Easement Site in accordance with the terms of this Easement. The Owner of the Lot Burdened must provide Council with a certificate of currency of such insurance annually at the time of annual renewal;

- (e) install and maintain adequate signage identifying the purpose of the Easement Site, its trafficable hours to the public and safety requirements, at each entry to the Easement Site;
 - (f) install and maintain adequate lighting and pay for the electricity supply associated with such lighting for the whole of the Easement Site and each entry and exit; and
 - (g) install and maintain Closed Circuit Television (CCTV) monitoring the whole of the public area within the Easement Site;
 - (h) include in the sinking fund a plan for funding renovations of the Easement Site every 20 years from the date of registration of strata plan on the Lot Burdened pursuant to condition 92 of the Development Consent and every 20 years thereafter to satisfaction of Council acting reasonably and provide updates on the financial performance of the fund to Council on the anniversary of the registration of the strata plan.
3. The Owner of the Lot Burdened must ensure that any rules made by an Owners Corporation, including by-laws and management statements, relating to the Easement Site are consistent with the terms of the Easement and Development Consent.
4. If any member or members of the public loiter or congregate, for any purpose which the Owner of the Lot Burdened, acting reasonably, considers to be a nuisance or a safety risk, the Owner of the Lot Burdened may either remove those members of the public, or arrange for their removal by an appropriate authority.
5. The Owner of the Lot Burdened may, but is not obliged to, engage security personnel to monitor and control the behaviour of the public including but not limited to prohibiting smoking, consumption of alcohol (except within licensed areas), passage of animals apart from those referred to in 1(a), riding bicycles, scooters and skateboards and the like in accordance with any rules made by an Owners Corporation relating to the Lot Burdened.
6. The Owner of the Lot Burdened may, with the written approval of Council acting reasonably (except in the case of an emergency, in which case the Council's prior written approval is not required), temporarily close or temporarily restrict access through all or part of the Lot Burdened including the Easement Site for the time and to the extent necessary but only on reasonable grounds for the purposes of:
- (a) maintenance and/or repairs; the installation and maintenance of services, or the installation of furniture or other public domain improvements; or
 - (b) public safety or evacuation of the Lot Burdened and adjoining buildings.

7. The Owner of the Lot Burdened must not erect any building or structure within the Easement Site, unless approved by Council.
8. The Owner of the Lot Burdened agrees that it indemnifies and will keep indemnified the Council from and against any loss suffered or incurred by the Council arising from or as a consequence of the exercise of rights in this instrument by the Council or members of the public, unless the loss is caused by the negligence of the Council, its employees, contractors, subcontractors or agents, including but not limited to:
 - a. damage to any property of the Council or member of the public located on the Easement Site or the Lot Burdened; and
 - b. injury to any person on the Easement Site or the Lot Burdened;

Release and Variation of Easement

9. The terms of this Easement can only be released, varied or modified with the written consent of the Council

**EXECUTED by WAVERLEY COUNCIL with Common Seal of Waverley Council
affixed pursuant to a resolution of Waverley Council on**

EMILY SCOTT

General Manager

CLR PAULA MASSELOS

Mayor

EXECUTED by WESTGATE BJ PTY LTD

(ACN 601 663 343)

In accordance with section 127 of the
Corporations Act 2001

ELIA LEIS

Director/Secretary

IGAL LEIS

Director

EXECUTED by BELL VUE PTY LTD

(ACN 655 143 641)

In accordance with section 127 of the
Corporations Act 2001

ELIA LEIS

Sole Director/Secretary

EXECUTED by BELLOSH PTY LTD

(ACN 655 103 683)

In accordance with section 127 of the
Corporations Act 2001

IGAL LEIS

Sole Director/Secretary

DRAFT