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Tweed Shire Council

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BP Australia Pty Ltd

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# Planning Agreement

Section 7.4 of the Environmental Planning  
and Assessment Act 1979 (NSW)

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*MS 19.*

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Date 23 August 2019

## Parties

**Tweed Shire Council** ABN 90 178 732 496 of 10-14 Tumbulgum Road, Murwillumbah NSW 2484 (Council)

**BP Australia Pty Ltd** ACN 004 085 616 of 717 Bourke Street, Melbourne VIC 3000 (Developer)

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## Background

- A The Developer owns the Land.
  - B In November 2010, the Developer lodged the Development Application with Council to carry out the Development on the Land.
  - C On 6 October 2016, Council refused Development Consent for the Development.
  - D On 6 April 2017, the Developer commenced Class 1 proceedings in the Land and Environment Court appealing against the refusal of Development Consent.
  - E On 17 August 2017, the Developer made an offer in connection with the Development Application to enter into this document to provide Development Contributions towards regeneration and ongoing maintenance of an area of 5.25 ha at Cudgen Nature Reserve if Development Consent was granted.
  - F On 18 August 2017, Council and the Developer reached agreement in relation to proposed conditions of Development Consent.
  - G On 24 August 2017, the Land and Environment Court made orders by consent, granting Development Consent for the Development, subject to the conditions which had been agreed between Council and the Developer.
  - H The Development Consent contains a number of conditions which require the Developer to (among other things) undertake management actions in relation to the ecological aspects of the Development, including flora and fauna. One of these conditions, Condition 16, requires the Developer to enter into a voluntary planning agreement with Council in accordance with the terms of the Developer's offer dated 17 August 2017.
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## Operative provisions

### 1 Planning agreement under the Act

The Parties agree that this document is a planning agreement governed by Subdivision 2 of Division 7.1 of Part 7 of the Act.

## 2 Application of this document

This document applies to the Land and the Development.

## 3 Operation of this document

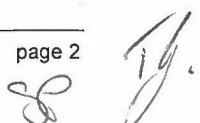
This document will commence on the date that it is entered into in accordance with clause 25C(1) of the Regulation.

## 4 Interpretation

### 4.1 Definitions

In this document these terms have the following meanings:

<b>Act</b>	The <i>Environmental Planning and Assessment Act 1979</i> (NSW).
<b>Business Day</b>	A day which is not a Saturday, Sunday or bank or public holiday in Sydney and Brisbane.
<b>Construction Certificate</b>	Has the same meaning as in the Act.
<b>CoRD Holder Consent</b>	An electronic document lodged through Property Exchange Australia Ltd (or another ELNO) providing consent of the party with control of the right to deal with a land title, to the registration of specified instruments, plans or dealings on the relevant folio of the Register.
<b>Development</b>	The development approved under the Development Consent, being alterations to existing highway service centre comprising of two (2) diesel refuelling points, expansion of truck refuelling canopy, new truck parking area (30 new bays), and the replacement of existing truck parking area with additional car parking spaces and dedicated bus drop-off area.
<b>Development Application</b>	Development Application No. DA10/0737.
<b>Development Consent</b>	Approval of the Development Application.
<b>Development Contribution</b>	To dedicate land free of cost, pay a monetary contribution, or provide any other material public benefit, or any combination of them, to be used for or applied towards a Public Purpose.
<b>ELNO</b>	Has the meaning given to that term in the Participation Rules.



<b>Explanatory Note</b>	The Explanatory Note attached at <b>schedule 2</b> , made available for inspection by the public pursuant to the Act and the Regulation.
<b>GST</b>	Has the same meaning as in the GST Law.
<b>GST Law</b>	Has the meaning given to that term in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and any other Act or regulation relating to the imposition or administration of the GST.
<b>Land</b>	Lot 1 DP1127741 and Lot 2 DP1010771, known as 1 Ozone Street, Chinderah.
<b>Monetary Contribution</b>	A one off monetary contribution of \$262,500 (including GST).
<b>Participation Rules</b>	The participation rules as determined by the <i>Electronic Conveyancing National Law</i> (NSW).
<b>Party</b>	A party to this document, including their successors and assigns.
<b>Public Purpose</b>	Any purpose that benefits the public or a section of the public, including those purposes specified in section 7.4(2) of the Act.
<b>Register</b>	The Torrens title register maintained under the <i>Real Property Act 1900</i> (NSW). <b>Registration</b> has a corresponding meaning.
<b>Regulation</b>	The <i>Environmental Planning and Assessment Regulation 2000</i> (NSW).

#### 4.2 Construction

Unless expressed to the contrary, in this document:

- (a) headings do not affect the interpretation of this document;
- (b) words in the singular include the plural and vice versa;
- (c) any gender includes the other genders;
- (d) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (e) 'includes' means includes without limitation;
- (f) if the day on or by which any act, must be done under this document is not a Business Day, the act must be done on or by the next Business Day;
- (g) '\$' or 'dollars' is a reference to Australian currency all amounts payable under this document are payable in Australian dollars;
- (h) a reference in this document 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;

- (i) a reference in this document to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced;
- (j) a reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this document;
- (k) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency; and
- (l) any schedules and attachments form part of this document, and the Parties are to comply with any terms contained in schedules to this document as if those terms were included in the operative part of this document.

## **5 Development Contributions to be made under this document**

### **5.1 Developer to provide Development Contributions**

- (a) Subject to this document, the Developer agrees to provide Development Contributions in respect of the Development comprising payment of the Monetary Contribution in accordance with this **clause 5**.
- (b) The Developer is to provide the Monetary Contribution to Council prior to the earlier of:
  - (i) the commencement of any works in accordance with the Development Consent (including the clearing of any vegetation); and
  - (ii) the issue of any Construction Certificate for the Development.

### **5.2 Application of the Development Contributions**

- (a) The Developer agrees to provide the Monetary Contribution towards regeneration and ongoing maintenance by Council of an area of 5.25 ha at Cudgen Nature Reserve.
- (b) Council acknowledges that payment of the Monetary Contribution is made in full and final satisfaction of all costs and expenses required to be borne by the Developer of and incidental to the provision of the Public Purpose specified in **clause 5.2(a)**.

### **5.3 Delivery of Monetary Contribution**

- (a) The Monetary Contribution is made for the purpose of this document when cleared funds are deposited by means of electronic funds transfer into a bank account nominated by Council.
- (b) The Developer is to give Council not less than 5 Business Days written notice of its intention to pay the Monetary Contribution.

- (c) The Developer is not required to pay the Monetary Contribution under this document until Council, having received the Developer's notice under **clause 5.3(b)**, has given to the Developer a tax invoice in respect of the Monetary Contribution.
- (d) The Developer is not in breach of this document if it fails to pay the Monetary Contribution at the time required by this document by reason only of Council's failure to give to the Developer a tax invoice in respect of the Monetary Contribution.

## 6 Application of sections 7.11, 7.12 and 7.24 of the Act to the Development

The application of sections 7.11, 7.12 and 7.24 of the Act are excluded to the extent set out in **schedule 1**.

## 7 Registration

### 7.1 Registration of this document

- (a) The Developer agrees that it will procure the registration of this document on the relevant folio(s) of the Register for the Land in accordance with section 7.6 of the Act and the terms of this document.
- (b) The Developer will, at its cost and within 90 Business Days of receiving a copy of this document executed by Council, take all practical steps and otherwise do all things necessary to procure, in relation to the Land:
  - (i) the consent of each person who:
    - (A) has an estate or interest in the Land registered on the Register; and
    - (B) is seized or possessed of an estate or interest in the Land;
  - (ii) the execution of any documents;
  - (iii) the production of the relevant certificates of title (or electronic lodgement of relevant CoRD Holder Consents through Property Exchange Australia Ltd or another ELNO); and
  - (iv) the lodgement of this document on the relevant folio(s) of the Register relating to the Land.
- (c) The Developer must use all reasonable endeavours to procure registration of this document on the relevant folio(s) of the Register relating to the Land as soon as possible following lodgement.

### 7.2 Evidence of Registration

In respect of each part of the Land, the Developer must provide Council with a copy of the relevant folio(s) of the Register and a copy of the registered dealing within 10 Business Days of Registration of this document.



### **7.3 No caveat**

Despite anything else in this document, Council must not lodge a caveat on the title to the whole or any part of the Land in respect of its interest under this document.

### **7.4 Release and discharge of document**

Council agrees to do all things reasonably required by the Developer to, following a request by the Developer:

- (a) release and discharge this document with respect to that part of the Land forming the subject of the request; and
- (b) execute the relevant documents to enable the Developer to remove the notation of this document from the relevant folio(s) of the Register in respect of that part of the Land forming the subject of the request, upon Council being satisfied that:
  - (c) the Developer has satisfied all of its obligations under this document in respect of that part of the Land forming the subject of the request; and
  - (d) the Developer is not otherwise in default of its obligations under this document.

## **8 Dispute Resolution**

### **8.1 Reference to dispute**

If a dispute arises between the Parties in relation to this document, then either Party must resolve that dispute in accordance with this clause.

### **8.2 Notice of dispute**

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

- (a) the intent to invoke this clause;
- (b) the nature or subject matter of the dispute, including a summary of any efforts made to resolve the dispute other than by way of this clause; and
- (c) the outcomes which the notifying Party wishes to achieve (if practicable).

### **8.3 Representatives of Parties to meet**

On receipt of notice under **clause 8.2**, the Parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, expert determination or other techniques agreed between them to be appropriate for resolution of the relevant dispute.

### **8.4 Mediation**

If the Parties do not agree within 20 Business Days of receipt of the notice under **clause 8.3** (or any further period agreed in writing by them) as to:

- (a) the dispute resolution techniques and procedures to be adopted;
- (b) the timetable for all steps in those procedures; or

- (c) the selection and compensation of the independent person required for such technique,

the Parties must mediate the dispute in accordance with the mediation rules of the Law Society of NSW. The Parties must request the president of the Law Society of NSW or the president's nominee to select the mediator and determine the mediator's remuneration. The Parties agree to share equally the costs of the mediator and to otherwise pay their own legal costs and expenses associated with the mediation.

## **8.5 Court proceedings**

If the dispute is not resolved within 60 Business Days after notice is given under **clause 8.4**, then any Party which has complied with the provisions of this **clause 8** may in writing terminate any dispute resolution process undertaken under this clause and may then commence court proceedings in relation to the dispute.

## **8.6 Not use information**

The Parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement under this **clause 8** is to attempt to settle the dispute. No Party may use information or documents obtained through any dispute resolution process undertaken under this **clause 8** for any purpose other than in an attempt to settle the dispute.

## **8.7 No prejudice**

This **clause 8** does not prejudice the right of a Party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this document.

## **9 Enforcement**

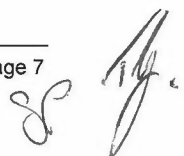
- (a) The Registration of this document on the title to the folio(s) of the Register comprising the Land, as required under **clause 7**, constitutes security for the purpose of this document.
- (b) Without limiting any other remedies available to the Parties, this document may be enforced by any party in any court of competent jurisdiction. Nothing in this document prevents a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this document or any matter to which this document relates.

## **10 Notices**

### **10.1 Delivery**

Any notice, consent, information, application or request that must or may be given or made to a Party under this document is only given or made if it is in writing and:

- (a) delivered or posted to that Party at its address set out below;



- (b) or emailed to that Party at its email address set out below.

**Tweed Shire Council**

Attention: Seth Philbrook  
Address: 10-14 Tumbulgum Road,  
Murwillumbah NSW 2484  
Email: sphilbrook@tweed.nsw.gov.au

**BP Australia Pty Ltd**

Attention: Ben Waugh  
Address: 398 Tingira Street,  
Pinkenba QLD 4008  
Email: ben.waugh@bp.com

**10.2 Change of details**

If a Party gives the other Party 3 Business Days' notice of a change of its address or email address, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted to the latest address or email address.

**10.3 Giving 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, two Business Days after it is posted.
- (c) If it is emailed, at the time the email was sent, provided the sender does not receive a delivery failure notice.

**10.4 Delivery outside of business hours**

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 5.00 pm 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.

**11 GST**

**11.1 Construction**

In this **clause 11**:

- (a) unless there is a contrary indication, words and expressions which are not defined in this document but which have a defined meaning in the GST Law have the same meaning as in the GST Law;
- (b) **GST Law** has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or, if that Act does not exist for any reason, means any Act imposing or relating to the

imposition or administration of a goods and services tax in Australia and any regulation made under that Act; and

- (c) references to GST payable and input tax credit entitlements include:
- (i) notional GST payable by, and notional input tax credit entitlements of the Commonwealth, a State or a Territory (including a government, government body, authority, agency or instrumentality of the Commonwealth, a State or a Territory); and
  - (ii) GST payable by, and the input tax credit entitlements of, the representative member of a GST group of which the entity is a member.

### **11.2 Consideration GST exclusive**

Unless otherwise expressly stated, all consideration, whether monetary or non-monetary, payable or to be provided under or in connection with this document is exclusive of GST (**GST-exclusive consideration**).

### **11.3 Payment of GST**

If GST is payable on any supply made by:

- (a) a Party; or
- (b) an entity that is taken under the GST Law to make the supply by reason of the capacity in which a Party acts,

(**Supplier**) under or in connection with this document, the recipient of the supply, or the Party providing the consideration for the supply, must pay to the Supplier an amount equal to the GST payable on the supply.

### **11.4 Timing of GST payment**

The amount referred to in **clause 11.3** must be paid in addition to and at the same time and in the same manner (without any set-off or deduction) that the GST-exclusive consideration for the supply is payable or to be provided.

### **11.5 Tax invoice**

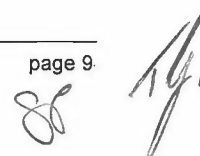
The Supplier must deliver a tax invoice or an adjustment note to the recipient of a taxable supply before the Supplier is entitled to payment of an amount under **clause 11.3**.

### **11.6 Adjustment event**

If an adjustment event arises in respect of a supply made by a Supplier under or in connection with this document, any amount that is payable under **clause 11.3** will be calculated or recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.

### **11.7 Reimbursements**

- (a) Where a Party is required under or in connection with this document to pay for, reimburse or contribute to any expense, loss, liability or outgoing suffered or incurred by another Party or indemnify another Party in relation to such an expense, loss, liability or outgoing (**Reimbursable**)



**Expense**), the amount required to be paid, reimbursed or contributed by the first Party will be reduced by the amount of any input tax credits to which the other Party is entitled in respect of the Reimbursable Expense.

- (b) This **clause 11.7** does not limit the application of **clause 11.3**, if appropriate, to the Reimbursable Expense as reduced in accordance with **clause 11.7(a)**.

## 12 General

### 12.1 Approvals and consents

Except as otherwise set out in this document, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this document 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.

### 12.2 Assignment and dealings

The Developer may not transfer, assign or dispose of its obligations under this document to a transferee (**Transferee**) unless:

- (a) the Developer procures execution by the Transferee and delivery to Council of a deed signed by the Transferee in a form and of such substance as is acceptable to Council, acting reasonably, containing provisions under which the Transferee agrees to comply with all the obligations of the Developer under the Agreement; and
- (b) any default by the Developer under any provisions of this document has been remedied by the Developer or waived by Council on such conditions as Council may determine, acting reasonably.

### 12.3 Costs

The Developer must pay its own and Council's reasonable legal costs and disbursements, up to the amount of \$1,500 (inclusive of any GST) associated with preparing, negotiating, the giving of public notice, executing and stamping this document and any document related to this document.

### 12.4 Entire agreement

- (a) This document 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 document was executed, except as permitted by law.
- (b) Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this document.

### 12.5 Further acts

Each party must promptly do whatever any other party reasonably requires of it to give effect to this document and to perform its obligations under it.

**12.6 Governing law and jurisdiction**

This document and the transactions contemplated by this document are governed by and are to be construed in accordance with the laws applicable in New South Wales. The Parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

**12.7 No fetter**

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

**12.8 Representations and warranties**

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

**12.9 Severability**

If a clause or part of a clause of this document 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 document, but the rest of this document is not affected.

**12.10 Waiver**

The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this document, 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.

**12.11 Relationship of parties**

This document is not intended to create a partnership, joint venture or agency relationship between the parties.

**12.12 Counterparts**

This document may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

**12.13 Rights cumulative**

Except as expressly stated otherwise in this document, the rights of a Party under this document are cumulative and are in addition to any other rights of that Party.

# Schedule 1

## Section 7.4 Requirements

<b>Provision of the Act</b>	<b>This document</b>
Under section 7.4(1), the Developer has:	
(a) sought a change to an environmental planning instrument.	(a) No
(b) made, or proposes to make, a development application.	(b) Yes
(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.	(c) No
<b>Description of the land to which this document applies-</b> (Section 7.4(3)(a))	The Land as defined in <b>clause 4.1</b> .
<b>Description of the development to which this document applies-</b> (Section 7.4(3)(b)(ii))	The Development as defined in <b>clause 4.1</b> .
<b>The scope, timing and manner of delivery of Development Contributions required by this document -</b> (Section 7.4(3)(c))	See <b>clause 5</b> .
<b>Applicability of Section 7.11 of the Act -</b> (Section 7.4(3)(d))	The application of section 7.11 is not excluded in respect of the Development.
<b>Applicability of Section 7.12 of the Act -</b> (Section 7.4(3)(d))	The application of section 7.12 is not excluded in respect of the Development.
<b>Applicability of Section 7.24 of the Act -</b> (Section 7.4(3)(d))	The application of section 7.24 is not excluded in respect of the Development.
<b>Applicability of Section 7.4(3)(e) of the Act</b>	Any benefits under this document for a Public Purpose may not be taken into consideration in determining a Development Contribution under section 7.11 of the Act.
<b>Mechanism for Dispute resolution -</b> (Section 7.4(3)(f))	See <b>clause 8</b> .
<b>Enforcement of this document -</b> (Section 7.4(3)(g))	See <b>clause 9</b> .

Provision of the Act	This document
Registration of this document (Section 7.6)	Yes – see clause 7.
No obligation to grant consent or exercise functions - (Section 7.4(9))	See clause 12.7.



## Schedule 2

### Explanatory Note

Environmental Planning and Assessment Regulation 2000

(Clause 25E)

#### Explanatory Note

##### Planning Agreement

Under section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW)

#### 1 Parties

Tweed Shire Council (**Council**)

BP Australia Pty Ltd (**Developer**)

#### 2 Description of subject land

Lot 1 DP1127741 and Lot 2 DP1010771, known as 1 Ozone Street, Chinderah (**Land**).

#### 3 Description of Planning Application

Alterations to existing highway service centre comprising of two (2) diesel refuelling points, expansion of truck refuelling canopy, new truck parking area (30 new bays), and the replacement of existing truck parking area with additional car parking spaces and dedicated bus drop-off area, approved pursuant to development consent no. DA 10/0737 (**Development**).

#### 4 Summary of objectives, nature and effect of the Planning Agreement

The objective of the planning agreement is to facilitate the conservation and enhancement of the natural environment, and specifically to allow for the provision of a monetary contribution to Council in the amount of \$262,500 (including GST) (**Monetary Contribution**) towards regeneration and ongoing maintenance of an area of 5.25 ha at Cudgen Nature Reserve. The Monetary Contribution provided pursuant to the planning agreement will be provided in addition to the Developer undertaking management actions in relation to the

ecological aspects of the Development in accordance with the conditions of Development Consent.

## 5 Assessment of the merits of the Planning Agreement

### 5.1 The planning purposes served by the Planning Agreement

The Planning Agreement:

- (a) promotes the social and economic welfare of the community and a better environment by the proper management, development and conservation of the State's natural and other resources;
- (b) promotes the orderly and economic use and development of the Land to which the Planning Agreement applies;
- (c) to protect the environment, including the conservation of threatened and other species of native animals and plants, ecological communities and their habitats; and
- (d) provides increased opportunity for community participation in environmental planning and assessment.

### 5.2 How the Planning Agreement promotes the public interest

The Planning Agreement will promote the public interest by promoting the objects of the Act as set out in sections 1.3(a), 1.3(b), 1.3(c) and 1.3(e) of the Act.

### 5.3 For Planning Authorities:

#### ***Development Corporations – How the Planning Agreement promotes statutory responsibilities***

Not Applicable.

#### ***Other Public Authorities – How the Planning Agreement promotes the objects (if any) of the act under which it is constituted***

Not Applicable.

#### ***Councils – How the Planning Agreement promotes the elements of the principles for Councils***

The Planning Agreement promotes the elements of the Council's charter by:

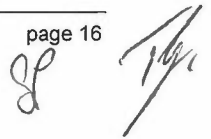
- providing a means for the private funding for the improvement of the natural environment for the benefit of the local community and the wider community, and
- demonstrating that Council has considered the principles of ecological sustainable development in its consideration of the Development,
- providing a means that allows the wider community to make submissions to the Council in relation to the Agreement.

***All Planning Authorities – Whether the Planning Agreement Conforms with the Authority’s Capital Works Program***

The Planning Agreement conforms with Council’s capital works program as it will ensure developers fund the offsets required for compensatory plantings.

**5.4 Certain requirements of the Planning Agreement to be complied with before issue of a Construction Certificate for the Development**

The Monetary Contribution is to be paid prior to the earlier of the commencement of any works in accordance with the development consent and the issue of a Construction Certificate for the Development.


Handwritten initials 'SP' and a signature.

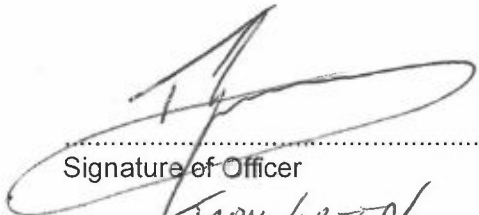
# Execution

**Executed** as a deed.

## Council


**Executed by Tweed Shire Council** by )  
its authorised delegate in the presence )  
of: )


  
.....  
Signature of Witness  
SETH PHILBROOK  
.....  
Name of Witness (print)

  
.....  
Signature of Officer  
Tracy GREEN  
.....  
Name of Officer (print)  
GENERAL MANAGER  
.....  
Position of Officer (print)

## Developer

**Executed by BP Australia Pty Ltd** )  
**(ACN 004 085 616):** )

  
.....  
Company Secretary/Director  
Lucy Nation  
.....  
Name of Company Secretary/Director  
(print)

  
.....  
Director  
Bruce Milner  
.....  
Name of Director (print)

