

JQZ SEVENTEEN PTY LIMITED

ABN 74 489 580 973

PO Box 686 BURWOOD NSW 1805
(02) 9378 1000 (ph)

11 November 2024

Chief Executive Officer
City of Parramatta Council
PO Box 32
Parramatta NSW 2124

Dear Madam,

Planning Agreement Offer

JQZ Seventeen Pty Ltd (ABN: 74 489 580 973) offers to enter into a Planning Agreement with Council under section 7.4 of the *Environmental Planning and Assessment Act 1979* in connection with a 2024 Planning Proposal.

An existing Planning Agreement (AI392225F) between Parramatta City Council and Boyded Industries Pty Ltd (ACN 000 092 464) dated 22 January 2014 is registered on the title of the Land. This Planning Agreement Offer is subject to the existing Planning Agreement (AI392225F) being removed from the title of the Land and any monetary payments made by JQZ Seventeen Pty Ltd to Parramatta City Council under that agreement being allocated to the works to be provided by JQZ Seventeen Pty Ltd as per this Planning Agreement offer.

JQZ Seventeen Pty Ltd accepts the terms as generally set out in the Council's Planning Agreement template and in the following table:

Item	Terms
Parties	City of Parramatta Council JQZ Seventeen Pty Ltd (ABN: 74 489 580 973)
Land	Site 1: 83 Church Street and 44 Early Street, Parramatta (Lot 100 in Deposited Plan (DP) 1249271) Site 2: 63 Church Street, Parramatta (Lot 102 in DP 1249271) Site 3: 55 - 59 Church Street, Parramatta (Lot 16 in DP 12623, Lot 114 in DP 129484, and Lot 15 in DP 651039)
Planning Proposal / Development Application	The Planning Proposal relates to amendments to the Parramatta Local Environmental Plan 2023 to facilitate the construction of an amended development on the Land as follows:

Item	Terms
	<ul style="list-style-type: none"> • Permit basement residential car parking and storage in E2 Local Centre zone on Site 1 and Site 2. • Increase the maximum permitted building height on Site 2 to 118m. • Increase the maximum permitted floor space ratio (FSR) control for Site 1 to 8.4:1 (including land dedicated to Council for road widening along Church Street). • Revise the minimum percentage of non-residential floor space to be delivered on Site 1 and Site 2 (combined) to minimum 25%. • Exclude the application of clause 7.13(2) and clause 7.14 to development on the Land where development includes only alterations and additions to a building. • Exclude the application of Division 5 to the Land to avoid conflict with approved base-building designs.
<p>Monetary Contribution</p>	<p>There will be no monetary contributions offered pursuant to section 7.11.</p> <p>Instead, JQZ Seventeen Pty Ltd will construct the Community and Cultural Hub building (Building L) as referred to in point 8 of the "Works", and the dedication of this land and building to Council for community use as described in point 2 of the Dedication of Land below.</p>
<p>Works</p>	<p>The works to be provided under this Planning Agreement Offer are:</p> <p>Works previously committed under the existing VPA which are retained in this offer:</p> <ol style="list-style-type: none"> 1. Site 1 footpath design and construction as described in AI392225F as 'Northern Land Parcel Footpath design and construction'. 2. Site 2 footpath design and construction as described in AI392225F as 'Northern Land Parcel Footpath design and construction'. 3. Site 3 open space design and construction as described in AI392225F as 'Open Space design and construction'. 4. Site 1 through-site link design and construction as described in AI392225F as 'Northern Thoroughfare design and construction'.

Item	Terms
	<p>5. Site 1 through-site link easement registration as described in AI392225F as 'Northern Thoroughfare easement registration'.</p> <p>6. Site 2 through-site link design and construction as described in AI392225F as 'Central Thoroughfare design and construction'.</p> <p>7. Site 2 through-site link easement registration as described in AI392225F as 'Central Thoroughfare easement registration'.</p> <p>The nature and extent, manner of delivery, and timing of the completion of the above works is to be as per AI392225F.</p> <p>Works previously committed under the existing VPA which are excluded in this offer:</p> <p>The Commercial Suite, being a small lot in a commercial building approximately 200SQM in size, is no longer included for the purposes of the proposed VPA. Instead, the Developer proposes a larger works below.</p> <p>New works to be completed in this offer:</p> <p>8. Construction and fit-out of a four storey "<i>community and cultural hub</i>" building (Building L) on Site 2 that comprises*:</p> <ul style="list-style-type: none"> • Basement car parking comprising 34* spaces • Two ground floor retail tenancies comprising total 131*sqm gross floor area (GFA) – cold shell fit out • One ground floor community hall comprising 555*sqm GFA – warm shell fit out • Three level cultural facility comprising approx. 1,723sqm plus balcony - cold shell fit out <p>*indicative figures to be confirmed.</p> <p>Cold shell fit-out includes:</p> <ul style="list-style-type: none"> • Shell and core only with core amenities fully fitted • Standard window wall façade • Main and typical lobbies finished • Base building including all fire and life safety systems, lifts, central main plant and equipment, chillers, cooling towers, boilers, mechanical extraction systems, power and hydraulic infrastructure to typical floors perimeter and all rises • Statutory signage • Building maintenance units

Item	Terms
	<p>Cold shell fit-out excludes building services fit-off and corporate building signage in addition to general exclusions.</p> <p>Warm shell fit-out includes cold shell fit-out details and:</p> <ul style="list-style-type: none"> • Floor finishes • Ceiling finishes • Partitions, doors, screens • Joinery and fitments • Power and lighting • Airconditioning duct and ceiling registered and grilles • Fire alarm fit-off • Signage <p>Warm shell fit-out excludes computer equipment and furniture, feature lighting, interior and exterior decorations and artworks and general exclusions.</p>
<p>Dedication of Land</p>	<p>The land to be dedicated under this Planning Offer is:</p> <p>Land previously committed under the existing VPA which are retained in this offer:</p> <ol style="list-style-type: none"> 1. Site 3 open space dedication as described in AI392225F as 'Open Space dedication'. <p>The nature and extent, manner of delivery, and timing of the completion of the above land dedication is to be as per AI392225F.</p> <p>New land to be dedicated in this offer:</p> <ol style="list-style-type: none"> 2. A stratum lot on Site 2 to Council as operational land comprising: <ol style="list-style-type: none"> a) The Community and Cultural Hub building (Building L) b) 34* basement car parking spaces, bicycle parking and related circulation areas (with associated easements for access) <p>Note: See point 4 of "Other Public Benefits" below.</p>
<p>Other Public Benefits</p>	<p>The other public benefits to be provided under this Planning Offer are:</p> <p>Public benefits previously committed under the existing VPA which are retained in this offer:</p>

Item	Terms
	<ol style="list-style-type: none"> 1. Site 1 through-site link easement registration as described in AI392225F as 'Northern Thoroughfare easement registration'. 2. Site 2 through-site link design and construction as described in AI392225F as 'Central Thoroughfare design and construction'. 3. Site 2 through-site link easement registration as described in AI392225F as 'Central Thoroughfare easement registration'. <p>The nature and extent, manner of delivery, and timing of the completion of the above public benefits is to be as per AI392225F.</p> <p>New public benefits in this offer:</p> <ol style="list-style-type: none"> 4. Site 2 basement easement registration to provide access to the basement car parking spaces to be dedicated to the Council for use to support the community and cultural hub building (Building L). <p>Note: See point 2 in "Dedication of Land" above.</p>
<p>Application of section 7.11, 7.12 and 7.24</p>	<p>Sections 7.11, 7.12 apply to the Development, however as per the terms of this Public Benefit Offer, the equivalent contribution payable at the time of the offer will be allocated to the construction of the Community and Cultural Hub building (Building L) on Site 2.</p> <p>Section 7.24 of the Act is not excluded from the Development.</p>
<p>Registration</p>	<p>Agreed, subject to the introduction of the following words under clause 8.2(a):</p> <p><i>"Within 20 business days of the execution of this Agreement, ..."</i></p> <p>Further the 10 day term under clause 8.2(b)(i) is to be amended to 20 days.</p>
<p>Dispute Resolution</p>	<p>Accepted</p>
<p>Security</p>	<p>The bank guarantee (No. 33377570) of \$1,394,812,38 will be held as security.</p> <p>Note: This Bank Guarantee was issued by the Developer pursuant to the existing VPA and continues to be valid.</p>
<p>Restrictions on Issue of Certificates</p>	<p>The construction of the 'community and cultural hub' building outlined in number 8 of the "Works" above must be completed prior to the issue of the first Occupation Certificate for building K on Site 2, which Occupation Certificate must</p>

Item	Terms
	<p>include and authorise occupation of the Community Hub Stratum Lot. The Developer and Council may agree in writing to an alternative completion date to accommodate any changes to construction programming or to ensure public safety. Both parties must act reasonably.</p> <p>Within 20 Business Days after the issue of the first Occupation Certificate for the 'community and cultural hub' building (which Occupation Certificate must include and authorise occupation of the Community Hub Station Lot), the Developer must transfer the Community Hub Stratum Lot to the Council.</p>
Other Terms	Nil
Costs	<p>JQZ Seventeen Pty Ltd agrees to pay Council's reasonable costs of and incidental to the negotiation, preparation and entering into the agreement, as well as administration and enforcement of the planning agreement in accordance with the terms set out in the template planning agreement.</p>

Yours faithfully