



German International School Sydney

33 Myoora Road, Terrey Hills NSW 2084
Ph: +61 (2) 9485 1900, Fax: +61 (2) 9485 1999
Email: info@germanschoolsydney.com
www.germanschoolsydney.com

28 October 2009

The Planning Department
Warringah Council
Civic Centre
725 Pittwater Road
DEE WHY NSW 2099

Principal
Hannelore Trageser

Business Manager
Reinhard Koschinski

Enrolment &
Administration
Isabella Pfitzer

Marketing
Anja Eldermann

Chairman of the
Board
Andreas Schauf

Dear Sir/Madam,

SUBDIVISION OF LOT 1 IN DP 1132710 AND LOT 59 IN DP 752017

This letter is to confirm that this school is the owner of the land comprised in lot 1 in DP 1132710 and agrees to the proposed subdivision. The registered name of the school is German School Johannes Gutenberg ACN 003 484 204.

This letter also authorises Bernadette Verena Jucker, a director of the school to act on the school's behalf in all matters relating to the subdivision and to execute all documents required for the purposes of the subdivision on the school's behalf.

Thank you for your assistance.

Yours faithfully

A handwritten signature in black ink, appearing to read "Gernot Prochaska".

GERNOT PROCHASKA
Director and Treasurer

German International School Sydney

German School Johannes Gutenberg Limited by Guarantee
ABN: 63 003 484 204
Cricos Provider ID: 02379D



NSW GOVERNMENT

NSW Nation Building and Jobs Plan Taskforce

NATION BUILDING AND JOBS PLAN (STATE INFRASTRUCTURE DELIVERY) ACT 2009

Order No. 168 of 2009

I, the NSW Infrastructure Co-ordinator General, under the *Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009* (the Act), do by this Order:

1. declare under section 23(1)(a) of the Act that the infrastructure project specified in Schedule 1 of this Order is exempt from all development control legislation **except** for the development control legislation referred to in Schedule 2; and
2. require under section 23(1)(b) of the Act that the infrastructure project referred to in Schedule 1 of this Order be the subject of an authorisation under section 24 of the Act.

R. B. Leece AM RFD
NSW Infrastructure Co-ordinator General

Date: 12th Oct 2009

SCHEDULE 1

Infrastructure Project Application No.:	IPA No. 09/113 El German International School Sydney, Terry Hills
Type of Infrastructure Project:	Education
Proponent:	Peatu Consulting for the German International School Sydney
Project Site:	Nos. 33 and 35 Myoora Road Terrey Hills Lot 1 and DP 1132710 Lot 59 DP 752017
LGA:	Warringah
Approved work:	The project is for the: <ul style="list-style-type: none">• The subdivision of land;• Construction of a single storey library building and a single storey classroom building;• Construction of sports field;• Construction of an extension of an existing internal driveway and a new exit to Myoora Road; and• Associated works comprising excavation, earthworks, drainage, ramps and pathways, tree removal and landscaping

SCHEDULE 2

DEVELOPMENT CONTROL LEGISLATION THAT APPLIES

- Any Act requiring authority or approval for connection to electricity, gas, water, sewerage services or telecommunication services.
- Section 81A, Part 4A - Certification of Development and Part 4C - Liability and Insurance of the *Environmental Planning and Assessment Act 1979* and associated clauses of the *Environmental Planning and Assessment Regulation 2000*.
- *Local Government Act 1993* but only section 68 in relation to approvals required by Parts B, C and E of the Table.
- *Roads Act 1993* but only section 138 & 139 as it relates to local roads and where Council is the Roads Authority.
- Chapter 4 (Environmental Protection Notices) and Chapter 5 (Environmental Protection Offences) of the *Protection of the Environment Operations Act 1997* and associated Regulations including those relating to waste, clean air, noise control and penalty notices.
- *Water Act 1912* (only Part 5).
- *Building and Construction Industry Long Service Payments Act 1986*



NSW GOVERNMENT

RECEIVED 20 OCT 2009

NSW Nation Building and Jobs Plan Taskforce

19 October 2009

Contact: Brad Roeleven
Phone: 02 9228 5125
Fax: 02 9228 5169
Email: brad.roeleven@dpc.nsw.gov.au
Our ref: IPA No.09/0113 EI

Ms K Pearson
Principal
Peatu Consulting
2 Lennox Street
GORDON NSW 2072

Dear Ms Pearson

Re: Infrastructure Project Application No. 09/0113 EI – German International School Terry Hills

The NSW Nation Building and Jobs Plan Taskforce (the Taskforce) is pleased to advise that your infrastructure project (IPA No. 09/0113 EI) for the construction of works at the German International School, Terry Hills was authorised by the Infrastructure Co-ordinator General pursuant 24(4) of the *Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009* (the Act) on 12 October 2009.

The attached Order exempts your infrastructure project from all development control legislation with the exception of that legislation listed in Schedule 2 of the Order. The conditions of the Authorisation are set out in Schedule 2 of the Authorisation. It is imperative that you comply with the terms of these conditions. A copy of the endorsed plans and supplementary document, as authorised, are also attached for your record.

Further to the above, the Taskforce advises of your requirements in accordance with sections 5.4 and 7.4 of the Taskforce's User Guide (refer <http://www.nsw.gov.au/nationbuildingtaskforce/>) to undertake the following as you progress to the completion of construction:

- a. notify the Local Council and the adjoining properties within 40 metres of the project in relation to the timeframe for construction works;
- b. provide the Taskforce and the Local Council with a copy of the certification issued for construction of the project; and
- c. provide the Taskforce and the Local Council with a copy of the certification issued at the completion of the project (prior to occupation). A copy of the works-as-executed drawings should also to be forwarded to the Local Council for information purposes.

If you have any enquiries regarding this matter, please contact Brad Roeleven on (02) 9228 5125 or via email on brad.roeleven@dpc.nsw.gov.au. In due course, the Taskforce looks forward to receiving the certification of your project commencement and completion.

Yours sincerely

Sara Roach
Planning Manager
NSW Nation Building & Jobs Plan Taskforce

German International School Sydney - Subdivision of land

Background.

The German International School and Gran Dia Investments entered an Option Deed in early May 2009 regarding the purchase of 8000m² of land. A copy of the Option Deed is attached.

The Option Deed includes a Contract for Sale of the Property which ties the purchase of the land to terms and conditions within the Contract.(see clause 2 of the Option Deed attached)

The Contract includes a special condition (Condition 43) which requires the vendor (Gran Dia Investments) to grant an easement over the vendors land for the purpose of an asset protection zone. You will note that the condition 43.5 specifically states that completion and delivery of the section 88B instrument and production of the title (to enable registration of the easement) is a fundamental condition of the Contract. Extract of the Contract of Sale - Condition 43 is attached.

A Draft section 88B instrument has been prepared (pursuant to Condition 43) providing an Easement for Asset Protection Zone (Copy attached).

The draft Section 88B instrument was referred to the NSW Rural Fire Service as part of the assessment of the project under the Nation Building and Jobs Plan Act 2009 (planning approval).

Authorisation of the Project under the Nation Building and Jobs Plan Act 2009 was issued by the NSW Infrastructure Co-ordinator General on 12 October 2009. Condition Nos 5 – 7 of the Authorisation reflect the requirements for an APZ..

90291.lis
Lisa Sims

11 May 2009

RECEIVED 12 MAY 2009

Reinhard Koschinski
German International School Sydney
33 Myoora Road
TERRY HILLS NSW 2084

Dear Mr Koschinski

OPTION TO PURCHASE ADJOINING LAND

Further to our recent discussions on Friday, 8 May 2009, we confirm that we are now in receipt of the vendor's signed Option Deed and Letter of Authority to the Council.

Accordingly, we enclose now counterpart Call Option Deed for execution. Please arrange for two directors or a director and secretary to sign the Call Option Deed where indicated, then print their names below their signatures and insert details of the Office held in the company. It is most important that black or dark blue ink or biro is used for all signatures. As soon as the Deed has been executed, please return it to us together with a cheque for \$16,000.00 in favour of Grandia Investments Pty Limited being the Option Fee payable.

Upon receipt of the signed Call Option Deed, we will attach the Contract for Sale to the Deed and forward it, together with the Option Fee, to the vendor's solicitor to complete exchange.

Please do not hesitate to contact us if you have any queries.

Yours faithfully


SCHWEIZER KOBAS



CALL OPTION DEED

BETWEEN:

GRAN-DIA INVESTMENTS PTY LIMITED ACN 000 790 223
ATF THE CORBETT FAMILY TRUST ABN 80 139 452 835
(Grantor)

AND:

GERMAN SCHOOL JOHANNES GUTENBERG
(Grantee)

Schweizer Kobras
Lawyers & Notaries
Level 5, 23-25 O'Connell Street
Sydney NSW 2000
DX 10161 Sydney Stock Exchange
Telephone: (02) 9223 9399
Facsimile: (02) 9223 4729
Ref: 90291.ls

THIS CALL OPTION DEED dated

2009

BETWEEN: Gran-dia Investments Pty Limited ACN 000 790 223 and the Corbett Family Trust ABN 80-139 452 835 of 90 Braeside Street, Wahroonga NSW 2076 ("Grantor");

AND: German School Johannes Gutenberg ACN 003 484 204 of 33 Myoora Road, Terrey Hills NSW 2084 ("Grantee").

RECITALS

- A. The Grantor is the registered proprietors of the Property.
- B. The Property is subject to the encumbrances shown in the copy search of the certificate of title incorporated in the Contract.
- C. The Grantor has agreed to grant to the Grantee, an option to purchase the Property on the terms specified in this Deed.

OPERATIVE PARTS

1. Definitions

In this Deed including the recitals, unless the context otherwise requires:

"Act" means the Conveyancing Act 1919 NSW;

"Certificate of Title" means Folio Identifier 59/752017;

"Contract" means the Contract for Sale, a copy of which is annexed to this Deed.

"Deed" means this call option deed including all annexures to this deed;

"Grantor" means Gran-dia Investments Pty Limited ACN 000 790 223 and the Corbett Family Trust ABN 80 139 452 835.

"Grantee" means German School Johannes Gutenberg ACN 003 484 204.

"Option Period" means the period stipulated in clause 4.

"Property" means the portion of Lot 1 in the plan annexed to and incorporated in the Contract comprised in the Certificate of Title.

"Purchase Price" means one million six hundred thousand dollars (\$1,600,000.00) plus GST.

"Option Fee" means the sum of sixteen thousand dollars (\$16,000.00) plus GST.

"Section 52A Documents" means the documents required to be attached to contracts before signature pursuant to Section 42A of the Act and to options to purchase residential property pursuant to Section 66Z1(2)(b) of the Act, being the documents annexed to the Contract.

2. Grant of Option

In consideration of the payment of the Option Fee by the Grantee to the Grantor (the receipt of which the Grantor hereby acknowledges), the Grantor hereby grants to the Grantee an option to purchase the Property for the Purchase Price on the terms and conditions specified in the Contract.

3. Irrevocable Offer

The Option granted by this Deed constitutes an irrevocable offer by the Grantor to enter into a binding Contract for Sale of the Property, which may be accepted strictly in accordance with the provisions of this Deed, otherwise the Option will lapse.

4. Option Period

The Option Period commences on the date being forty two (42) days from the date of this Deed and expires at 5.00pm on the date being six (6) months from the date of this Deed, and in this regard time is of the essence.

5. Time for Exercise of Option

The Option may be exercised at any time before the expiration of the Option Period.

6. Method of Exercise.

6.1. The Option may only be exercised by delivery of the following:

6.1.1. written notice of exercise of the Option;

6.1.2. a copy of the Contract duly executed by the purchaser named in the Contract; and

6.1.3. a bank cheque for an amount equivalent to 10% of the Purchase Price less the Option Fee, by way of payment of the deposit payable under clause 35.1(a) of the Contract, drawn in favour of the stakeholder named in the Contract.

6.2. The documents and bank cheque referred to in clause 6.1 must be delivered to the office of the Grantor's solicitors, Michael Flaherty Solicitor, 1st Floor 98 Yarrara Road, Pennant Hills NSW 2120 before the expiration of the Option Period.

7. Contract for Sale

On delivery of the notice of exercise of the Option, the documents and bank cheque referred to in clause 6, the Grantor and the Grantee, as the case may be, will be and become immediately bound as vendor and purchaser respectively, under a Contract for Sale of Land in accordance with the terms of the Contract.

8. Grantor's Obligations

The Grantor agrees that the Grantor will promptly, after exercise of the option in accordance with this Deed, execute and deliver to the Grantee or its solicitors, an identical Contract dated on the date of exercise of the Option and executed by the Grantor as vendor.

9. Option Fee

On completion of the sale pursuant to the Contract, the Option Fee paid for the grant of the Option will be credited towards and deducted from the balance of the Purchase Price payable on completion.

10. Termination of Option

If the Option is not exercised within the Option Period strictly in accordance with the terms of this Deed, all rights and liabilities between the parties in respect of the Option and the Property will be at an end except that the Option Fee will be forfeited to the Grantor and will not be recoverable by the Grantee.

11. Cooling Off Period (Purchaser's Rights)

11.1. This is the statement required by section 66ZH of the Conveyancing Act 1919 and applies to an option to purchase residential property.

11.2. The purchaser may rescind the Option at any time before 5.00pm on the fifth business day after the day on which the Option was granted, EXCEPT in the circumstances listed in clause 11.3.

11.3. There is NO COOLING OFF PERIOD:

11.3.1. if, at or before the time the Option is granted, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66ZF of the Act; or

11.3.2. if the Option is granted on the same day as the property was offered for sale by public auction but passed in.

11.4. A purchaser exercising the right to cool off by rescinding the Option will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser in relation to the Option or from any deposit paid in relation to the purchase of the Property and the purchaser is entitled to a refund of any balance.

12. GST

12.1. In this Deed, the following terms (in any form) have the following meaning:

12.1.1. "GST" means the goods and services tax imposed by the GST Law together with any related interest, penalties, fines or other charges;

12.1.2. "GST Act" means A New Tax System (Goods and Services Tax) Act, 1999; and

12.1.3. "GST Law" means the same as set out in the GST Act.

12.2. In this clause, registered, tax invoice, and taxable supply have the meaning set out in the GST Act.

12.3. If GST is, at the date of this Deed or subsequently, imposed on the Grantor in respect of anything supplied by the Grantor to the Grantee (including but not limited to the Property) under or in connection with this Deed, by the GST Law, then the Grantor must endeavour to give the Grantee or the Grantee's solicitors, written notice of the amount of any GST payable under or in connection with this Deed ("GST amount") within a reasonable time (being not less than 7 days) before the due date for payment of the GST amount.

12.4. For the purpose of calculating the GST amount, any entitlements the Grantor may receive or be entitled to receive in the nature of input tax credits or other credits or reimbursements (however described) in respect of any GST paid or payable, whether arising under or in connection with this Deed or otherwise, are excluded.

12.5. Subject to the Grantor providing a tax invoice in relation to the GST amount by the due date for payment, the Grantee must pay the GST amount in addition to the Option Fee and any other monies payable by the Grantee under this Deed, to the Grantor or as the Grantor otherwise requires:

12.5.1. on the date of this Deed; or

12.5.2. if the Grantor has not given written notice of the GST amount to the Grantee or the Grantee's solicitors by the date of this Deed, then within 7 days of the Grantee or the Grantee's solicitors receiving written notice from the Grantor of the GST amount and supplying a tax invoice for the GST amount.

CALL OPTION DEED

- 12.6. The Grantee indemnifies and will continue to indemnify the Grantor against any costs, expenses, losses or damages incurred by the Grantor if the Grantee fails to pay the GST amount in accordance with clause 12.5.
- 12.7. The provisions of this clause will not merge on the exercise of an Option or the expiration of the Option Period but will continue to bind the parties thereafter.
- 13. **Prescribed Documents**
The Grantee acknowledges that the Section 52A Documents form part of this Deed.
- 14. **Service of Documents**
The provisions of the Contract relating to the service, making, giving and delivery of notices and documents will be deemed to have been incorporated in this Deed and also to apply to the Option.
- 15. **Annexures**
All annexures to and inclusions in the Contract will also be deemed to be annexures to this Deed.
- 16. **Interpretation**
In the construction of the terms and conditions of this Deed, unless the context otherwise requires:
 - 16.1. agreements or covenants by two or more persons bind them jointly and severally;
 - 16.2. an agreement or covenant by a person is deemed to be an agreement or covenant by that person; his executors, administrators, assigns and successors in title;
 - 16.3. an agreement or covenant by a company includes that company's assigns and successors in title;
 - 16.4. words importing one gender include each other gender;
 - 16.5. words importing the singular number include the plural number and vice versa; and
 - 16.6. the word "person" includes a corporation.

EXECUTED AS A DEED

Executed by Gran-dia Investments Pty Limited in)
accordance with section 127 of the Corporations Act)
by:

.....
Signature:

.....
Signature:

.....
Name of Authorised Officer

.....
Name of Authorised Officer

.....
Office Held

.....
Office Held

CALL OPTION DEED

Executed by German School Johannes Gutenberg)
in accordance with section 127 of the Corporations)
Act by:

.....
Signature

.....
Signature

.....
Name of Authorised Officer

.....
Name of Authorised Officer

.....
Office Held

.....
Office Held

90241.jb
Norbert Schweizer
Corbett:76675

20 October 2009

Michael Flaherty
Solicitor
DX 4701
PENNANT HILLS

AND FAX: 9875 4852

Dear Sir,

**GERMAN SCHOOL JOHANNES GUTENBERG PURCHASE FROM GRAN-DIA
INVESTMENTS PTY LIMITED
PROPERTY: LOT 1, 35 MYOORA ROAD, TERREY HILLS**

Thank you for your fax of 19 October 2009.

Attached* please find:

1. draft special condition 43;
2. amended draft plan of subdivision; and
3. amended draft Section 88B Instrument,

for your further review.

If you agree with the terms of the enclosed* documents, would you please substitute them for the corresponding documents in the form of Contract attached to the Call Option Deed exchanged on 22 May 2009 which you are holding. We shall do the same with the copy Contract annexed to the Call Option Deed we are holding.

We anticipate that our client will wish to exercise its option shortly and will accordingly forward the proposed linen plan of subdivision and original Section 88B Instrument to you at the earliest opportunity.

Thank you for your assistance.

Yours faithfully


SCHWEIZER KOBRAS



MICHAEL FLAHERTY

SOLICITOR

ABN 57 641 863 267

Incorporating

ROBERT KING & ASSOCIATES

TEL: (02) 9875 4544
FAX: (02) 9875 4852
DX 4701 PENNANT HILLS

98-100 YARRARA RD. PENNANT HILLS
P.O. BOX 535 PENNANT HILLS NSW 1715
Email: admin@michaelflaherty.com.au

19 October 2009

My Ref: Corbett:76675
Your Ref: 90291.jb

Messrs. Schweizer Kobras
Solicitors

BY FAX TO: 9223 4729

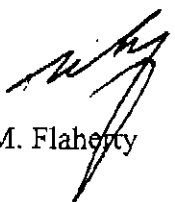
Dear Sirs,

**RE: GRANDIA INVESTMENTS PTY LTD option to GERMAN
SCHOOL JOHANNES GUTENBERG**

We refer to your letter to us dated 14 October, 2009 and advise that the amendments are acceptable.

Kindly submit a final form of the instrument and advise your further requirements, if any.

Yours faithfully,


M. Flaherty

43. **EASEMENT FOR ASSET PROTECTION ZONE**

- 43.1 The Vendor agrees on completion to grant an easement for asset protection zone (the "Easement") over the portion of Lot 2 in the draft plan of subdivision annexed to this contract and marked "A" (the "Draft Plan") shown "(A)" in terms of the draft Section 88B Instrument annexed to this contract and marked "B" (the "Draft Instrument").
- 43.2 On exchange of this Contract the Vendor will execute and deliver to the Purchaser, a Section 88B Instrument in terms of the Draft Instrument duly completed with the following details and such other particulars as may be reasonably required by the Purchaser:
- 43.2.1 title details of the lot to be burdened by the Easement; and
- 43.2.2 title details of the lot to be benefited by the Easement.
- 43.3 The Vendor also undertakes to use its best endeavours to obtain execution of linen plan of subdivision prepared in accordance with the Draft Plan and an Instrument prepared in accordance with the Draft Instrument and all necessary copies of them by any and all parties holding a registered interest over the portion of the land hereby sold on the completion date.
- 43.4 On completion, the Vendor will also produce the certificate of title to the lot burdened by the Easement to enable the Instrument to be registered.
- 43.5 Completion and delivery of the Section 88B Instrument referred to in special condition 43.3 and production of the title deed referred to in special condition 43.4 in accordance with this clause is a fundamental condition of this Contract.