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Final
23 June 2005

Westpac Banking Corporation

Westpac Funds Management Limited

Business Development Agreement

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Date

Parties

Westpac Banking Corporation ACN 007 457 141 of Level 8, 255 Elizabeth Street, Sydney, New South Wales (**Westpac**)

Westpac Funds Management Limited ACN 085 352 405 as responsible entity of the Westpac Office Trust ARSN 103 853 523, of Level 8, 255 Elizabeth Street, Sydney, New South Wales (**WFML**)

Background

- A WFML wishes to acquire Investments that meet the Investment Criteria.
 - B To assist in meeting this objective, WFML wishes to appoint Westpac to provide the Business Development Services.
 - C Westpac has agreed to provide the Business Development Services on the terms of this document.
-

Agreed terms

1 Interpretation

1.1 Definitions

In this document:

Bid means any non binding indicative bid, offer or tender process in respect of the acquisition of an Investment.

Bid Documents means any bid documents, offer documents or acceptance of tender documents required in connection with a Bid.

Business Day means a day which is not a Saturday, Sunday or bank or public holiday in Sydney.

Business Development Services has the meaning given in **clause 2.1**.

Commencement Date means [insert date].

Constitution means the constitution of the Trust.

Corporations Act means the *Corporations Act 2001* (Cth).

Dispute means a dispute or disagreement between the parties in relation to this document or the performance of a party's obligations under this document.

Dispute Notice has the meaning given in **clause 12(a)**.

Extended Term has the meaning given in **clause 4.2**.

Force Majeure means any circumstance beyond the reasonable direct or indirect control and without the fault or negligence of WFML, including but not limited to any act of God, act of war, cyclone, fire, flood, explosion, storm or earthquake.

Governmental Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Hold means to acquire an Investment for the benefit of WFML for the purpose of later transferring the legal and equitable title in the Investment to WFML.

Initial Term means one year.

Investment means any estate or interest in an investment property.

Investment Criteria means the criteria, as amended by WFML from time to time by written notice to Westpac, which must be met for the Trust to acquire an Investment. The Investment Criteria as at the Commencement Date is set out in **schedule 1**.

Investment Opportunity means an opportunity for WFML to acquire an Investment which satisfies the Investment Criteria.

Investment Proposal means the proposal prepared by Westpac in accordance with **clause 5.4** and which contains the information set out in **clause 5.6**.

Listing Rules means the Listing Rules of the Australian Stock Exchange Limited.

Relevant Law means any requirement under the Corporations Act, the Listing Rules, any law of any Governmental Agency or the principles of the common law and equity.

Scoping Paper means the paper prepared by Westpac in accordance with **clause 5.2** and which contains the information set out in **clause 5.3**.

Trust the Westpac Office Trust ARSN 103 853 523.

1.2 Construction

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) "includes" means includes without limitation;

- (e) no rule of construction applies to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (v) a right includes a benefit, remedy, discretion or power;
 - (vi) time is to local time in Sydney;
 - (vii) year is a reference to calendar year;
 - (viii) "\$" or "dollars" is a reference to Australian currency;
 - (ix) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
 - (x) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions;
 - (xi) this document includes all schedules to it; and
 - (xii) a clause or schedule is a reference to a clause or schedule, as the case may be, of this document;
- (g) if the date 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; and
- (h) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

1.3 Headings

Headings do not affect the interpretation of this document.

1.4 Corporations Act

Unless expressed to the contrary, "administrator", "receiver", "liquidator", "related body corporate", "relevant interest" and "takeover bid", each have the meaning given in the Corporations Act

1.5 WFML's limitation of liability

- (a) WFML enters into this document only in its capacity as responsible entity of the Trust and in no other capacity.
- (b) A liability arising under or in connection with this document (whether that liability arises under a specific provision of this agreement, for breach of contract or otherwise) can be enforced against WFML only to the extent to which it can be satisfied out of the property of the Trust out of which WFML is actually indemnified for the liability.
- (c) The limitation of WFML's liability under this **clause 1.5**:
 - (i) applies despite any other provision of this document (other than **clause 1.5(e)**); and
 - (ii) extends to all liabilities and obligations of WFML in relation to any representation, warranty, conduct, omission, agreement or transaction related to the agreement.
- (d) Westpac may not:
 - (i) sue WFML personally;
 - (ii) seek appointment of a liquidator, administrator, receiver or similar person to WFML; or
 - (iii) prove in any liquidation, administration or arrangement of or affecting WFML.
- (e) The provisions of this **clause 1.5** do not apply to any obligation or liability of WFML to the extent that it is not satisfied because there is a reduction in the extent, or an extinguishment, of WFML's indemnification out of the assets of the Trust, as a result of WFML's fraud, gross negligence or breach of trust.

2 Appointment

2.1 Appointment to provide Business Development Services

WFML appoints Westpac, and Westpac accepts the appointment, to provide the following services:

- (a) identifying Investment Opportunities;
- (b) providing WFML with all material information in connection with each Investment Opportunity to assist WFML in determining whether to proceed with an Investment;
- (c) assisting WFML to acquire an Investment;
- (d) providing the other services more fully set out in this document; and
- (e) undertaking all matters which are reasonably incidental to the above services,

but does not include acting as agent for the Trust in a real estate transaction (together the **Business Development Services**).

2.2 Appointment exclusive

The appointment of Westpac to provide the Business Development Services is an exclusive appointment and WFML must not obtain any services from any other person that are the same as the Business Development Services.

2.3 Exclusivity limited to the Business Development Services

The exclusive appointment of Westpac to provide the Business Development Services does not prohibit WFML from engaging any other person to:

- (a) underwrite an issue of securities in the Trust;
- (b) provide debt or equity funding to the Trust; or
- (c) provide any other financial services.

2.4 Changes

The parties may from time to time agree in writing to supplement or remove certain duties and functions from the list of Business Development Services.

3 Westpac's general duties and powers

3.1 Standard of care

In performing the Business Development Services, Westpac must at all times:

- (a) exercise its powers and discharge its duties honestly and in good faith, and in a proper, business-like and efficient manner;
- (b) comply with all Relevant Laws; and
- (c) exercise the degree of care, diligence and skill that a reasonable person would exercise if they were in Westpac's position.

3.2 Compliance with written instructions

Westpac must carry out its obligations under this document and perform the Business Development Services in accordance with all reasonable written instructions that WFML gives to Westpac from time to time.

3.3 Inspection of books

Westpac must, upon reasonable notice, make available for inspection by WFML those parts of the books of Westpac that relate to Westpac's performance of the Business Development Services and provide any explanation or other reasonable assistance required.

3.4 Meetings

Westpac and WFML must meet at such times as they agree to discuss the provision of the Business Development Services.

4 Term

4.1 Initial Term

This document commences on the Commencement Date and continues for the Initial Term (and for the period of any Extended Term), unless terminated earlier in accordance with **clause 13**.

4.2 Extension

At the expiry of the Initial Term, WFML and Westpac may agree to extend the term of this document for a further period (such extension being an **Extended Term**).

5 Investment process

5.1 Identifying Investment Opportunities

Westpac must take all necessary action to identify Investment Opportunities.

5.2 Preparing a Scoping Paper

If Westpac identifies an Investment Opportunity, Westpac must prepare and give to WFML a Scoping Paper in respect of the Investment Opportunity as soon as reasonably practicable.

5.3 Details of Scoping Paper

A Scoping Paper must contain such information in connection with an Investment Opportunity for WFML to determine whether it wishes Westpac to proceed with the preparation of an Investment Proposal, including:

- (a) a description of the Investment Opportunity;
- (b) whether the Investment is likely to meet the Investment Criteria;
- (c) the likely costs to be incurred in investigating, negotiating, and completing the acquisition of, an Investment;
- (d) the consultants, experts or advisors which may be required;
- (e) the likely transaction time frame; and
- (f) the scope of any debt and/or equity funding.

5.4 Decision to proceed with Investment Proposal

Within 10 Business Days of receiving the Scoping Paper (or such longer period as the parties agree), if reasonable in the circumstances, WFML may request Westpac to prepare an Investment Proposal.

5.5 Preparing an Investment Proposal

If WFML requests Westpac to proceed with the preparation of an Investment Proposal, Westpac must as soon as reasonably practicable:

- (a) conduct appropriate commercial, financial and legal due diligence in connection with the Investment; and

- (b) prepare and give to WFML an Investment Proposal.

5.6 Details of Investment Proposal

An Investment Proposal must contain all material information in connection with an Investment Opportunity for WFML to determine whether it wishes to proceed with the acquisition of the Investment, including:

- (a) an independent valuation of the Investment;
- (b) estimated costs, taxes and charges associated with the Investment;
- (c) all expert due diligence reports obtained by Westpac in relation to the Investment;
- (d) any financial models prepared by or on behalf of Westpac in relation to the Investment; and
- (e) certification that the Investment meets all of the Investment Criteria.

6 Decisions by WFML

- (a) Following receipt of an Investment Proposal, WFML may, in its absolute discretion:
 - (i) decide to proceed with the acquisition of the Investment; or
 - (ii) request Westpac to obtain further information in respect of the Investment.
- (b) WFML must decide whether to proceed with the acquisition of an Investment by the later of:
 - (i) four weeks after receipt of the Investment Proposal;
 - (ii) four weeks after receipt of any further information in respect of the Investment as requested by WFML; or
 - (iii) such period as the parties agree.

7 Acquisition of Investment

7.1 Bid

If, at any time, WFML decides to make a Bid for an Investment, Westpac must:

- (a) prepare all Bid Documents on behalf of WFML in a form approved by WFML;
- (b) provide WFML with such assistance as it reasonably requires to submit the Bid; and
- (c) submit the Bid when approved by WFML.

7.2 Acquisition

If a Bid is successful or WFML is in a position to acquire an Investment, Westpac must provide WFML with all assistance WFML reasonably requires to enable WFML to complete the acquisition of the Investment, including:

- (a) providing an adequate number of appropriately trained and experienced staff;
- (b) preparing all relevant acquisition documents; and
- (c) using its best endeavours to source debt or equity funding for the Investment (from Westpac or a third party) on the best available commercially competitive terms.

8 Other investment processes

If an Investment Opportunity necessitates a process that falls outside the processes described in **clauses 5, 6 and 7**, WFML and Westpac must negotiate in good faith to vary such of the terms of this document as are reasonably necessary to accommodate this eventuality.

9 Holding transactions

9.1 WFML request to Westpac

If WFML wishes to proceed with the acquisition of an Investment but is unable to complete the acquisition within the required timeframe, WFML may request Westpac to Hold an Investment.

9.2 Westpac discretion to enter into holding transactions

If WFML requests Westpac to Hold an Investment, Westpac may in its absolute discretion proceed to Hold the Investment.

9.3 Transfer of Investment

Subject to **clause 10(c)**, if Westpac agrees to Hold an Investment it must on receipt of a written request by WFML transfer the legal and equitable title in the Investment to WFML.

9.4 Acquisition costs

If an Investment is transferred to WFML under **clause 9.3**, WFML must pay to Westpac:

- (a) the same amount as Westpac initially paid to acquire the Investment;
- (b) the applicable fees calculated in accordance with **clause 11**; and
- (c) Westpac's reasonable costs and expenses incurred in connection with Holding the Investment.

10 Westpac may acquire Investments in certain circumstances

Westpac may acquire an Investment for its own benefit or offer the opportunity to acquire the Investment to another person, if:

- (a) WFML does not wish to proceed with the preparation of an Investment Proposal or otherwise fails to request the preparation of an Investment Proposal within 10 Business of receiving the Scoping Paper (or such longer period as the parties agreed);
- (b) WFML does not make a decision to proceed with the acquisition of an Investment within the periods set out in **clause 6(b)**; or
- (c) Westpac Holds an Investment under **clause 9.2** and WFML fails to request the transfer of the Investment within 6 weeks of Westpac acquiring the Investment (or such longer period as the parties agree).

11 Fees and expenses

11.1 Fees

WFML must pay to Westpac any fees, costs and expenses incurred by Westpac in the provision of Business Development Services in accordance with this **clause 11**.

11.2 Expenses where investment does not proceed

If WFML decides not to proceed to acquire an Investment, WFML is not liable to reimburse or pay Westpac for any costs or expenses incurred by Westpac in connection with the provision of the Business Development Services.

11.3 Expenses where Investment proceeds

If WFML decides to proceed to acquire an Investment and a Bid is unsuccessful, WFML is not liable to reimburse or pay Westpac for any costs or expenses incurred by Westpac in connection with the provision of the Business Development Services in respect of the Bid.

11.4 Failure to complete

If:

- (a) a Bid is successful;
- (b) Westpac has provided a certification in accordance with **clause 5.6(e)**; and
- (c) WFML does not complete the acquisition of the Investment except for reasons of Force Majeure,

WFML must reimburse or pay to Westpac the reasonable costs and expenses incurred by Westpac in connection with the provision of the Business Development Services in respect of the Investment. WFML's liability to repay Westpac's costs and expenses under this **clause 11.4** is to be reduced to the

extent that any of the costs and expenses are paid by any other person who acquires the Investment from Westpac.

11.5 Costs

If WFML acquires an Investment, WFML must reimburse or pay to Westpac the reasonable costs and expenses incurred by Westpac in connection with the provision of the Business Development Services in respect of the Investment.

11.6 Arranging and advisory fees

If WFML acquires an Investment, WFML must pay Westpac an arranging and advisory fee to be agreed by the parties in respect of each Investment, such fee to be on commercially competitive terms.

11.7 Other fees

If Westpac provides any services to WFML which are outside the scope of the Business Development Services, the fees for such services must be agreed by the parties on commercially competitive terms.

12 Dispute resolution

- (a) If a Dispute arises, the party claiming that a Dispute has arisen must give written notice (**Dispute Notice**) to the other party specifying the nature of the Dispute.
- (b) On receipt of the Dispute Notice, senior management (with the power to resolve the Dispute) of each party must, within 10 Business Days, convene and attend at least one meeting and endeavour to resolve the Dispute by negotiation in good faith.
- (c) If the Dispute is not resolved within 10 Business Days of the first meeting (or within such further period as the parties agree), the Dispute is to be resolved by expert determination administered by the Australian Commercial Disputes Centre (**ACDC**) in accordance with the ACDC's Rules for Expert Determination.
- (d) No party may commence court proceedings in respect of a Dispute (except proceedings seeking interlocutory relief) unless that party has first complied with this **clause 12**.

13 Termination

13.1 Termination by Westpac

Westpac may terminate this document if:

- (a) WFML ceases to be responsible entity of the Trust;
- (b) WFML materially breaches this document and the breach is not capable of remedy (or if it can be remedied, it has not been remedied within 30 days of Westpac providing written notice of the breach to WFML);

- (c) a person, other than Westpac or a related body corporate of Westpac, acquires a relevant interest in 30% or more of the voting securities of the Trust; and
- (d) a person, other than Westpac or a related body corporate of Westpac, makes a bona fide takeover bid for the Trust which becomes unconditional, or the Trust enters into a scheme of arrangement without obtaining prior written consent from Westpac.

13.2 Termination by WFML

WFML may terminate this document if Westpac materially breaches this document and the breach is not capable of remedy (or if it can be remedied, it has not been remedied within 30 days of WFML providing written notice of the breach to Westpac).

13.3 Termination without cause

Either party may terminate this document for any reason by giving 90 days written notice to the other party.

13.4 Termination Compensation Fee

If this document is terminated pursuant to **clause 13.1**, WFML must pay Westpac a termination compensation fee equal to the historic one year average of fees paid by WFML to Westpac under this document.

14 Warranties

14.1 WFML warranties

WFML warrants and represents that:

- (a) the Trust has been duly constituted and the Constitution is not void, voidable or otherwise unenforceable;
- (b) it has the capacity to be trustee of the Trust and has power as trustee of the Trust unconditionally to execute and deliver and comply with its obligations under this document;
- (c) it has taken all necessary action required by the Constitution or otherwise to authorise the unconditional execution and delivery of and the compliance with its obligations under this document;
- (d) in executing and delivering this document and entering into the transactions contemplated by this document, it has properly complied with its obligations to the beneficiaries of the Trust and the execution and delivery of this document and the entry into the transactions contemplated by this document are for the benefit of the beneficiaries of the Trust and do not constitute a conflict of interest or duty or breach of trust;
- (e) (i) it has a right to be indemnified out of all the property of the Trust in relation to all the obligations of the Trustee under this document;

- (ii) it has not released or disposed of its equitable lien over the property of the Trust which secures that indemnity; and
- (iii) it has not agreed to limit or exclude and has not committed any breach of trust or done or omitted to do anything which has prejudiced or limited its right of indemnity or equitable lien;
- (f) it is the only trustee of the Trust and no action has been taken to remove it as trustee of the Trust or to appoint an additional trustee of the Trust;
- (g) no action has been taken to terminate the Trust; and
- (h) it has not defaulted in compliance of its obligations as trustee of the Trust.

14.2 Warranties

Each party to this document represents and warrants to each other party that:

- (a) it is duly incorporated in accordance with the laws of its place of incorporation, validly exists under those laws and has the capacity to sue or be sued in its own name and to own its property and conduct its business as it is being conducted;
- (b) it has capacity unconditionally to execute and deliver and comply with its obligations under this document;
- (c) it has taken all necessary action to authorise the unconditional execution and delivery of, and the compliance with its obligations under, this document;

15 GST

15.1 Construction

In this **clause 15**:

- (a) words and expressions which are not defined in this document but which have a defined meaning in GST Law have the same meaning as in the GST Law; and
- (b) **GST Law** has the same meaning given to that expression in the A New Tax System (Goods and Services Tax) Act 1999.

15.2 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this document are exclusive of GST.

15.3 Payment of GST

If GST is payable by a supplier or by the representative member for a GST group of which the supplier is a member, on any supply made under this document, the recipient must pay to the supplier an amount equal to the GST payable on the supply.

15.4 Timing of GST payment

The recipient must pay the amount referred to in **clause 15.3** in addition to and at the same time that the consideration for the supply is to be provided under this document.

15.5 Tax invoice

The supplier must deliver a tax invoice or an adjustment note to the recipient before the supplier is entitled to payment of an amount under **clause 15.3**.

The recipient can withhold payment of the amount until the supplier provides a tax invoice or an adjustment note, as appropriate.

15.6 Adjustment event

If an adjustment event arises in respect of a taxable supply made by a supplier under this document, the amount payable by the recipient under **clause 15.3** is to be recalculated to reflect the adjustment event and a payment made by the recipient to the supplier or by the supplier to the recipient as the case requires.

15.7 Reimbursements

Where a party is required under this document to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party is the sum of:

- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and
- (b) if the payment or reimbursement is subject to GST, an amount equal to that GST.

16 Notices

16.1 General

A notice, demand, certification, process or other communication relating to this document must be in writing in English and may be given by an agent of the sender.

16.2 How to give a communication

In addition to any other lawful means, a communication may be given by being:

- (a) personally delivered;
- (b) left at the party's current address for notices;
- (c) sent to the party's current address for notices by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail; or
- (d) sent by fax to the party's current fax number for notices.

16.3 Particulars for delivery of notices

- (a) The particulars for delivery of notices are initially:

Westpac

Address: Level 8, 255 Elizabeth Street, Sydney, NSW 2000

Fax: 02 9284 9439

Attention: Richard Ash

WFML

Address: Level 8, 255 Elizabeth Street, Sydney, NSW 2000

Fax: 02 9284 8230

Attention: Keith Grayson

- (b) Each party may change its particulars for delivery of notices by notice to each other party.

16.4 Communications by post

Subject to **clause 16.6**, a communication is given if posted:

- (a) within Australia to an Australian address, three Business Days after posting; or
- (b) in any other case, ten Business Days after posting.

16.5 Communications by fax

Subject to **clause 16.6**, a communication is given if sent by fax, when the sender's fax machine produces a report that the fax was sent in full to the addressee. That report is conclusive evidence that the addressee received the fax in full at the time indicated on that report.

16.6 After hours communications

If a communication is given:

- (a) after 5.00 pm in the place of receipt; or
- (b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

it is taken as having been given at 9.00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

16.7 Process service

Any process or other document relating to litigation, administrative or arbitral proceedings relating to this document may be served by any method contemplated by this **clause 16** or in accordance with any applicable law.

17 General

17.1 Legal costs

Except as expressly stated otherwise in this document, each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this document.

17.2 Amendment

This document may only be varied or replaced by a document executed by the parties. If any material term of the document (to be determined by WFML in its absolute discretion) is amended, WFML must obtain approval from the security holders of the Trust prior to amending the document.

17.3 Waiver and exercise of rights

- (a) A single or partial exercise or waiver by a party of a right relating to this document does not prevent any other exercise of that right or the exercise of any other right.
- (b) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

17.4 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.

17.5 Consents

Except as expressly stated otherwise in this document, a party may conditionally or unconditionally give or withhold any consent to be given under this document and is not obliged to give its reasons for doing so.

17.6 Further steps

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.

17.7 Governing law and jurisdiction

- (a) This document is governed by and is to be construed in accordance with the laws applicable in New South Wales.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

17.8 Assignment

- (a) A party must not assign or deal with any right under this document without the prior written consent of the other parties.
- (b) Any purported dealing in breach of this clause is of no effect.

17.9 Liability

An obligation of two or more persons binds them separately and together.

17.10 Counterparts

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

17.11 Entire understanding

- (a) This document contains the entire understanding between the parties as to the subject matter of this document.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this document are merged in and superseded by this document and are of no effect. No party is liable to any other party in respect of those matters.
- (c) No oral explanation or information provided by any party to another:
 - (i) affects the meaning or interpretation of this document; or
 - (ii) constitutes any collateral agreement, warranty or understanding between any of the parties.

17.12 Relationship of parties

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

Schedule 1

Investment Criteria

The Investment:

- 1 is a new or contemporary commercial properties of premium quality
- 2 is located in a major metropolitan location(s) in Australia or New Zealand;
- 3 wholly or substantially leased to one tenant;
- 4 is tenanted by significant corporations of investment grade credit rating or equivalent tenant quality;
- 5 involves a completed and tenanted properties or pre-committed development projects that will satisfy these criteria on completion.
- 6 does not expose the Trust to material project delivery risk in relation to a development proposal; and
- 7 increases the opportunity to improve returns to investors.

Executed as an agreement.

Executed by)
Westpac Banking Corporation)

.....
Company Secretary/Director

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Director

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Name of Company Secretary/Director
(print)

.....
Name of Director (print)

Executed by)
Westpac Funds Management Limited)
as responsible entity of the Westpac)
Office Trust)

.....
Company Secretary/Director

.....
Director

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

.....
Name of Director (print)