

# Planning Agreement

## Maules Creek Coal Pty Ltd

ABN 70 140 533 875

as agent for the Maules Creek Joint Venture Participants:

- Aston Coal 2 Pty Ltd (ABN 14 139 472 567)
- ICRA MC Pty Ltd (ABN 77 147 657 074)
- J-Power Australia Pty Ltd (ABN 59 002 307 682)

## Whitehaven Coal Limited

ACN 124 425 396

and

## Narrabri Shire Council

ABN 95 717 801 656

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**THIS AGREEMENT** is made on 21 April 2026 ~~2025~~

**BETWEEN:**

- (1) **Maules Creek Coal Pty Ltd** ABN 70 140 533 875 whose registered office is at Level 28, 259 George Street, Sydney NSW 2000;
- (2) **Whitehaven Coal Limited** ACN 124 425 396 whose registered office is at Level 28, 259 George Street, Sydney NSW 2000; and
- (3) **Narrabri Shire Council** ABN 95 717 801 656 of 46-48 Maitland Street, Narrabri NSW 2390.

**RECITALS:**

- (A) In March 2025 MCC made a development application under the EP&A Act for the Continuation Project.
- (B) The Continuation Project is a joint venture between the Maules Creek Joint Venture Participants.
- (C) MCC has been appointed by each of the Maules Creek Joint Venture Participants as their exclusive agent to carry out the Continuation Project.
- (D) MCC and the Council have agreed to enter into this Agreement under which:
  - (1) MCC is required to pay monetary contributions to the Council, comprising:
    - (i) \$100,000, paid within 28 days from the Commencement Date; and
    - (ii) monthly amounts based on cents per saleable coal tonne for the life of the Continuation Project, on and from the Payment Start Date,in satisfaction of the requirements contained in section 7.4 of the EP&A Act; and
  - (2) the Council is required to use or apply these monetary contributions for or towards one or more Public Purposes, in accordance with and subject to the terms of this Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

1. **INTERPRETATION**

1.1 **Definitions**

The following definitions apply in this document.

**Agreement** means this document as executed by the parties.

**Annual Report** means the Council's Annual Report published on the Council's website.

**Business Day** means

- (a) for determining when a notice, consent or other communication is given, a day that is not a Saturday, Sunday or public holiday in the place to which the notice, consent or other communication is sent; and
- (b) for any other purpose, a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney.

**Closure Period** means any time during which there is for any reason no coal production pursuant to the Development Consent.

**Commencement Date** means the date this Agreement commences in accordance with clause 3.1(a).

**Consent Authority** means the authority responsible for assessing and deciding whether to grant the Development Consent in accordance with the requirements contained in the EP&A Act.

**Continuation Project** means the "Maules Creek Continuation Project" as described in the Environmental Impact Statement submitted for the project under development application number SSD-63428218 to the NSW Department of Planning and Environment, as amended from time to time and in accordance with any Development Consent granted.

**Council** means Narrabri Shire Council.

**Development Consent** means any development consent granted under the EP&A Act for the Continuation Project following assessment and approval of development application number SSD-63428218, as varied from time to time.

**EP&A Act** means the *Environmental Planning and Assessment Act 1979* (NSW).

**EP&A Regulation** means the *Environmental Planning and Assessment Regulation 2021* (NSW).

**GST** means the same as "GST" in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**GST Law** means the same as "GST law" in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Land** means the relevant land depicted in Schedule 2 to this Agreement and, in the event that a Development Consent is granted for the Continuation Project, includes the land the subject of the Development Consent.

**Mining Operations** includes the removal of overburden and extraction, processing, handling, storage and transportation of coal on the Land and on the rail spur line (including both the Boggabri and Maules Creek rail spur lines) and any operations authorised under the Development Consent.

**Maules Creek Joint Venture** means the joint venture established in respect of the Maules Creek Project, including the Continuation Project, as varied from time to time.

**Maules Creek Joint Venture Participants** means the participants in the Maules Creek Joint Venture and owners of the Continuation Project. As at the date of execution of the Agreement, the participants are:

- (a) Aston Coal 2 Pty Ltd (ABN 14 139 472 567)
- (b) ICRA MC Pty Ltd (ABN 77 147 657 074)
- (c) J-Power Australia Pty Ltd (ABN 59 002 307 682)

**Maules Creek Project** means the "Maules Creek Coal Project" authorised by project approval PA 10\_0138, granted under Part 3A of the EP&A Act on 23 October 2012 by the Planning Assessment Commission under delegation of the NSW Minister for Planning and Infrastructure, as varied from time to time.

**MCC** means Maules Creek Coal Pty Ltd (ABN 70 140 533 875).

**Project Percentage** means the respective percentage interest that each of the Maules Creek Joint Venture Participants has in the Maules Creek Joint Venture. As at the date of execution of the Agreement, the respective percentage interest of the Maules Creek Joint Venture Participants are:

- |     |   |     |
|-----|---|-----|
| (a) | Aston Coal 2 Pty Ltd (ABN 14 139 472 567):      | 75% |
| (b) | ICRA MC Pty Ltd (ABN 77 147 657 074)            | 15% |
| (c) | J-Power Australia Pty Ltd (ABN 59 002 307 682): | 10% |

**Public Purpose** has the same meaning as in section 7.4(2) of the EP&A Act.

**Term** means the period of this agreement, as defined in clause 3.

## 1.2 **Rules for interpreting this document**

Headings are for convenience only, and do not affect interpretation of this document. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
  - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
  - (iii) a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
  - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
  - (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

## 1.3 **Non Business Days**

If the day on or by which a person must do something under this document is not a Business Day:

- (a) if the act involves a payment that is due on demand, the person must do it on or by the next Business Day; and
- (b) in any other case, the person must do it on or by the previous Business Day.

#### 1.4 **The rule about "contra proferentem"**

This document is not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of this document to protect itself.

## 2. **NATURE OF THIS AGREEMENT AND APPLICATION OF THE EP&A ACT**

### 2.1 **Voluntary planning agreement**

- (a) This Agreement is a voluntary planning agreement made in accordance with Part 7 of the EP&A Act.
- (b) This Agreement relates to and applies in respect of the Continuation Project and the Land.
- (c) Schedule 1 demonstrates how this Agreement complies with the requirements of section 7.4(3) of the EP&A Act.

### 2.2 **Application of sections 7.11, 7.12 or Division 7.1, Subdivision 4 of the EP&A Act**

- (a) This Agreement does not exclude the application of sections 7.11, 7.12 or Division 7.1, Subdivision 4 of the EP&A Act.
- (b) The consent authority must take into consideration the monetary benefits provided under this Agreement in determining a development contribution in respect of the Continuation Project under section 7.11 of the EP&A Act.
- (c) The consent authority must also, to the extent required or permitted by law, take into consideration the monetary benefits provided under this Agreement in determining any other development contribution or levy in respect of the Continuation Project.

### 2.3 **Grant and Modifications to Development Consent**

The Council agrees that no additional monetary contributions will be sought by Council in relation to the grant, or the granting of modifications to, the Development Consent that may be granted under the EP&A Act for the Continuation Project that would not:

- (a) materially increase the impacts of the Continuation Project; and
- (b) result in increased demand for public amenities and public services within the Council's local government area.

### 2.4 **Registration on title**

This Agreement will not be lodged for registration or registered as provided for by section 7.6 of the EP&A Act.

### 2.5 **No fetter**

Nothing in this Agreement shall be construed as requiring the Council to do anything that would cause it to be in breach of any of its obligations at law and nothing in this Agreement

shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty by the Council.

## 2.6 **Explanatory note**

The appendix contains the explanatory note relating to this deed required by section 205 of the EP&A Regulation. Pursuant to section 205(5) of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this Agreement.

## 3. **TERM**

### 3.1 **Term of this Agreement**

This Agreement:

- (a) commences on the date on which all parties have executed this document;
- (b) ends on the earlier of:
  - (i) the date on which, if applicable, the Consent Authority decides the Development Consent for the Continuation Project will not be granted and all appeal periods relating to challenging the validity of that decision, and any such appeals, have lapsed or been finally decided;
  - (ii) the date on which, if applicable, the Development Consent for the Continuation Project is invalidated for any reason and all appeal periods relating to the validity of that decision, and any such appeals, have lapsed or been finally decided;
  - (iii) a termination date agreed in writing by the parties in accordance with clause 9; or
  - (iv) the date on which mining operations for the Continuation Project permanently cease; and
- (c) is suspended during any Closure Period of the Continuation Project.

### 3.2 **Notification of End Date**

MCC must give the Council at least one week's notice of the date on which Mining Operations for the Continuation Project permanently cease.

## 4. **FIRST CONTRIBUTION**

### 4.1 **First Contribution**

MCC must pay \$100,000 to the Council within 28 days from the Commencement Date (**First Contribution**).

### 4.2 **Invoice for First Contribution**

Council must, as soon as reasonably practicable after the Commencement Date and prior to the First Contribution becoming payable, issue an invoice to MCC for the First Contribution.

### 4.3 **Use of First Contribution by Council**

- (a) The Council must use or apply the First Contribution for or towards Public Purposes, as reasonably determined by the Council in accordance with its community strategic

plan, resourcing strategy, delivery program, operational plan and other documents that it considers to be relevant.

- (b) The Council must apply the First Contribution within a reasonable period of time.
- (c) If the Council applies the First Contribution towards funding a particular community initiative or project, the Council will publicly acknowledge the use of the First Contribution paid to it by MCC under this Agreement (after consulting with MCC as to the appropriate way of doing so).

#### 4.4 Reporting on the use of First Contribution

- (a) When reasonably requested by MCC, Council must, within a reasonable time, provide to MCC, a report on:
  - (i) the status, standing and position of,
  - (ii) the uses of the money from; and
  - (iii) plans for expenditure from,the First Contribution.
- (b) The Council will acknowledge the First Contribution from MCC and the purposes to which it is applied, in its Annual Report.

### 5. TONNAGE AMOUNT

#### 5.1 Definitions

In this clause 5:

- (a) **Anniversary Date** means each twelve months from 2 May 2014.
- (b) **CPI Index Variation** means the weighted average of any percentage increase in the All Groups Consumer Price Index at each of the eight capital cities in Australia as published by the Australian Bureau of Statistics between the Payment Start Date and the relevant Anniversary Date.
- (c) **Existing Maules Creek PA** means the voluntary planning agreement entered into between MCC as agent for the Maules Creek Joint Venture Participants and the Council for the Maules Creek Project dated 2 May 2014.
- (d) **Existing Project Approval** means approval PA 10\_0138, granted under Part 3A of the EP&A Act on 23 October 2012 by the Planning Assessment Commission under delegation of the NSW Minister for Planning and Infrastructure, as varied from time to time
- (e) **MCC Tonnage Account** means an account within the financial records of Council separately identified for management of the Tonnage Amount, first established under the Existing Maules Creek PA.
- (f) **Saleable Tonne** means the coal amount calculated per saleable tonne paid to the NSW State Government and payable monthly.
- (g) **Tonnage Amount** means the Tonnage Amount payable under clause 7 of the Existing Maules Creek VPA as at the Payment Start Date, increased each Anniversary Date by the CPI Index Variation.

- (h) **Tonnage Contribution Purpose** means the conducting of infrastructure projects (including environmental) at the discretion of the Council, provided that, when used for road works, the Tonnage Amounts must be used initially as needed in proximity to the Continuation Project in the Narrabri Shire Council area and then radiating outwards.

## 5.2 **Commencement of requirement to pay Tonnage Amount**

Subject to Clauses 5.9 and 5.10, the requirement for MCC to pay the Tonnage Amount to Council under this Clause 5, commences on the latter of:

- (a) the date on which Mining Operations commence under the Development Consent granted for the Continuation Project;
- (b) the date on which the requirement to pay the Tonnage Amount under clause 7 the Existing Maules Creek PA ceases; and
- (c) the date on which MCC provides notice of the surrender of the Existing Project Approval under section 4.63(1) of the EP&A Act, section 68 of the *Environmental Planning and Assessment Regulation 2021* (**EP&A Regulation**) and any applicable condition of the Development Consent granted for the Continuation Project

**(Payment Start Date).**

## 5.3 **Tonnage Amount**

MCC must pay the Tonnage Amount to the Council.

## 5.4 **Notification Date**

On the tenth (10) day of each month during the Term and after the Payment Start Date (**Notification Date**), MCC must notify the Council of the Saleable Tonne produced by the Continuation Project during the previous month (**Month's Saleable Tonnes**).

## 5.5 **Invoice for Tonnage Amount**

Within ten (10) days of the Notification Date (**Invoice Date**) Council must issue to MCC a Tax Invoice for the appropriate Tonnage Amount for the Month's Saleable Tonnes.

## 5.6 **Payment of Tonnage Amount**

Within ten (10) days of the Invoice Date MCC must pay the Tonnage Amount for the invoiced month to the Council (**Monthly Tonnage Amount**).

## 5.7 **Report on use of Tonnage Amount by Council**

The Council must:

- (a) hold all Monthly Tonnage Amounts received by it in a separate identified MCC Tonnage Account; and
- (b) apply its reasonable endeavours to use the separate Tonnage Amounts for and in accordance with the Tonnage Contribution Purpose; and
- (c) when reasonably requested by MCC, Council must, within a reasonable time of the request, provide to MCC a report on:
- (i) the status, standing and position of;

- (ii) the uses of money from; and
- (iii) plans for expenditure from,

the MCC Tonnage Account.

#### 5.8 **Use of Tonnage Amount by Council**

Subject to clause 5.7, the Council may apply the Tonnage Amount to any infrastructure project (including environmental) within the Narrabri Shire with the written consent of MCC (which must not be unreasonably withheld by MCC).

#### 5.9 **Acknowledgement of interim arrangements**

The parties acknowledge and agree that:

- (a) as at the date of this Agreement, MCC continues to carry out the Maules Creek Project under existing statutory approvals, including the Existing Project Approval;
- (b) if the Development Consent for the Continuation Project is granted, MCC would notify the Department of Planning, Housing and Infrastructure of the commencement of the Continuation Project mining operations under that new development consent at an appropriate future time following grant of that consent;
- (c) during the period when both the Existing Project Approval and the new Development Consent for the Continuation Project are in force and any proceedings arising which challenge the validity of the Development Consent are not finally determined:
  - (i) MCC will continue to pay the Tonnage Amount under the Existing Maules Creek PA for saleable coal mined pursuant to the Existing Project Approval (which authorises up to 13 Mtpa of ROM coal per calendar year); and
  - (ii) once mining operations for the Continuation Project commence, the payment of the Tonnage Amount under the Existing Maules Creek PA for saleable coal will cease and payment of the Tonnage Amount under this Agreement for saleable coal will commence;
- (d) if, after Tonnage Amount payments under this Agreement commence but before the Existing Project Approval is surrendered, the new Development Consent for the Continuation Project ceases to have effect for any reason, then this Agreement will terminate and the payment of the Tonnage Amount for saleable coal will recommence under the Existing Maules Creek PA subject to its terms; and
- (e) once the Existing Project Approval is surrendered in accordance with:
  - (i) any condition of the Development Consent for the Continuation Project; and
  - (ii) the EP&A Act and the EP&A Regulation,and notice of this surrender is provided by MCC to the Council, the Existing Maules Creek PA automatically terminates in accordance with clause 3.1 of the Existing Maules Creek PA.

#### 5.10 **Variation of Existing Maules Creek PA**

To give effect to Clause 5.9, the parties agree to vary the Existing Maules Creek PA as follows:

- (a) insert the following definitions in clause 1.1:

**Continuation Project** means the "Maules Creek Continuation Project" as described in the Environmental Impact Statement submitted for the project under development application number SSD-63428218 to the NSW Department of Planning and Environment, as amended from time to time and in accordance with any Continuation Project Development Consent that may be granted.

**Continuation Project Development Consent** means any development consent granted under the EP&A Act for the Continuation Project following assessment and approval of development application number SSD-63428218, as varied from time to time.

(b) insert new clause 7.8:

7.8 By way of notice provided by MCC to Council that mining operations for the Continuation Project have commenced, the obligations to pay the Tonnage Amount to Council in this Clause 7 will cease.

(c) insert new clause 7.9:

7.9 If, after notice has been provided in accordance with Clause 7.8, a further notice is provided by MCC to Council advising that the Continuation Project Development Consent has ceased to have effect for any reason, the obligations to pay the Tonnage Amount to Council in this Clause 7 will recommence.

## 6. PAYMENTS

### 6.1 How payments must be made

MCC must make payments to the Council under this Agreement by electronic funds transfer to the account that the Council nominates, or by such other means as may be reasonably directed by Council.

### 6.2 Currency of payments

MCC must pay each amount required to be paid by it under this Agreement in Australian dollars.

### 6.3 Demand for payment not required

MCC must make payments to the Council under this Agreement, in accordance with and within the time specified under this Agreement, regardless of whether the Council makes a demand for payment of those contributions.

## 7. GUARANTEE BY ASTON PARENT

### 7.1 Definitions

For the purposes of this clause 7:

(a) **Aston** means Aston Coal 2 Pty Ltd (ABN 14 139 472 567).

(b) **Control** means the same as in the *Corporations Act 2001* (Cth).

(c) **Controller** means the entity which is in Control of Aston (being the Aston Parent as at the date of this Agreement).

- (d) **Guarantee Deed** means a deed whereby the Aston Parent is released from Liability under the Guarantee which is assumed by the new Controller.
- (e) **Liability** means the responsibility for the Guarantee arising from pre-existing defaults or future defaults by Aston.
- (f) **Aston Parent** means Whitehaven Coal Limited (ACN 124 425 396).

## 7.2 **Guarantee by Aston Parent**

- (a) The Aston Parent unconditionally and irrevocably guarantees to the Council the due and punctual performance by MCC of its obligations to the Council under this Agreement to the extent of Aston's liability under this Agreement (**Guarantee**).
- (b) The Aston Parent as the Controller of Aston gives the Guarantee to the Council in consideration of the Council entering into this Agreement with MCC on behalf of Aston.
- (c) This Guarantee is a continuing guarantee and remains in full force and effect for so long as
  - (i) MCC on behalf of Aston has any obligations to Council under the Agreement; and
  - (ii) Aston Parent is the Controller of Aston.
- (d) On any change of Control of Aston, the Aston Parent must cause the new Controller of Aston to provide the Guarantee to the Council.
- (e) If required by the Council, the Council and MCC and the new Controller of Aston must, at the expense of MCC, enter into a Guarantee Deed to effectively implement the Guarantee for the benefit of the Council.

## 8. **AMENDMENT AND ASSIGNMENT**

### 8.1 **Amendment**

This document can only be amended or replaced by another document executed by the parties and in accordance with the EP&A Act.

### 8.2 **Assignment**

A party may only assign, encumber, declare a trust over or otherwise deal with its rights under this Agreement with the written consent of the other party.

## 9. **TERMINATION**

The parties may, by agreement in writing, terminate this document with effect from the date agreed by the parties.

## 10. **NOVATION**

### 10.1 **Definitions**

For the purposes of this clause 10:

- (a) **New Owner** means a party that replaces MCC as the owner of the Continuation Project.

- (b) **Novation Deed** means a deed whereby the New Owner is substituted for MCC in this Agreement as to all Rights and Obligations.
- (c) **Novation Date** means the effective date of the Novation Deed.
- (d) **Rights** means all of the powers and entitlements of MCC both past and future provided in this Agreement.
- (e) **Obligations** means all of the duties, functions and responsibilities of MCC both past and future provided in this Agreement.

## 10.2 **Novation**

- (a) MCC must novate its position under this Agreement to any New Owner.
- (b) When required by MCC, the Council, MCC, Whitehaven Coal Limited, and the New Owner must, at the cost of MCC, enter into a Novation Deed.
- (c) The Novation Deed must provide for the enforcement of this Agreement by a suitable means, such as the provision of a bond or guarantee, in the event of a breach of this Agreement by the New Owner.
- (d) From the Novation Date the:
  - (i) New Owner stands in the position of MCC under this Agreement as to its Rights and its Obligations; and
  - (ii) the Council releases and discharges MCC and Whitehaven Coal Limited from all Obligations.

## 11. **DISPUTE RESOLUTION**

### 11.1 **Not Commence**

A party must not commence any court proceedings relating to a dispute of any matter under this Agreement (**Dispute**) unless it first complies with this clause 11.

### 11.2 **Written Notice of Dispute**

A party claiming that a Dispute has arisen under or in relation to this Agreement must give notice (**Dispute Notice**) to the other parties specifying the nature of the Dispute.

### 11.3 **Attempt to Resolve**

On receipt of a Dispute Notice, the parties must endeavour in good faith to resolve the Dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or other techniques agreed by them.

### 11.4 **Mediation**

If the parties do not agree within fourteen (14) days of the Dispute Notice (or any further period agreed in writing by them) as to:

- (a) the dispute resolution technique and procedures to be adopted;
- (b) the timetable for the conduct of those procedures; and
- (c) the selection of any independent person required for such procedure;

the parties must mediate the dispute (**Mediation**) in accordance with the Mediation Program of the Law Society of New South Wales (or any replacement). The parties must request the President of the Law Society of New South Wales or the President's nominee to select the mediator and determine the mediator's reference and remuneration.

#### 11.5 **Court Proceedings**

If the Dispute is not resolved at Mediation, then either party may commence court proceedings in relation to the Dispute.

#### 11.6 **Not Use Information**

The parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement in the Mediation is to attempt to settle the Dispute. No party may use any information or documents obtained through the Mediation for any purpose other than the Mediation.

#### 11.7 **Continuance of performance**

Despite the existence of a Dispute, the parties must continue to perform their respective obligations under this Agreement.

#### 11.8 **Summary or urgent relief**

Nothing in this clause 11 will prevent a party from instituting proceedings to seek urgent injunctive, interlocutory or declaratory relief in respect of a Dispute.

#### 11.9 **Survive termination**

This clause 11 survives the expiry or termination of this document.

### 12. **NOTICES**

- (a) A notice, consent or other communication under this document is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail or email.
- (b) A notice, consent or other communication that complies with this clause is regarded as given and received:
  - (i) if it is delivered, when it has been left at the addressee's address;
  - (ii) if it is sent by mail, three (3) Business Days after it is posted;
  - (iii) if it is sent in electronic form when the sender receives confirmation on its server that the message has been transmitted
    - (A) if it is transmitted by 5.00 pm (Sydney time) on a Business Day – on that Business Day; or
    - (B) if it is transmitted after 5.00 pm (Sydney time) on the Business Day, or on a day that is not a Business Day – on the next Business Day.
- (c) The parties addresses are those set out below, or as one party otherwise notifies the other:

#### **MCC**

Address: Level 28, 259 George St, Sydney NSW 2000  
Email address: companysecretary@whitehavencoal.com.au

Attention: Company Secretary

**Whitehaven Coal Limited**

Address: Level 28, 259 George St, Sydney NSW 2000

Email address: companysecretary@whitehavencoal.com.au

Attention: Company Secretary

**The Council**

Address: PO Box 261, Narrabri, NSW, 2390

Email address: council@narrabri.nsw.gov.au

Attention: The General Manager

**13. GOODS AND SERVICES TAX**

- (a) Moneys paid under this Agreement are not GST inclusive under the GST Law.
- (b) The parties acknowledge that GST is not payable on the Monetary Contributions paid under this Agreement under the GST Law.

**14. LIABILITY**

The liability of each of the Maules Creek Joint Venture Participants to the Council under this Agreement is several (and not joint and several) and is limited to their respective Project Percentage.

**15. GENERAL**

**15.1 Governing law**

- (a) This document and any dispute arising out of or in connection with the subject matter of this document is governed by the laws of the State of New South Wales.
- (b) Each party submits to the exclusive jurisdiction of the courts of that State and courts of appeal from them, in respect of any proceedings arising out of or in connection with the subject matter of this document.

**15.2 Operation of this Agreement**

- (a) This Agreement contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this agreement and has no further effect.
- (b) Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

**15.3 Costs**

Each party is to bear its own costs of negotiating, preparing and entering into this Agreement.

**15.4 Counterparts**

This document may be executed in counterparts. Delivery of a counterpart of this document by email attachment constitutes an effective mode of delivery.

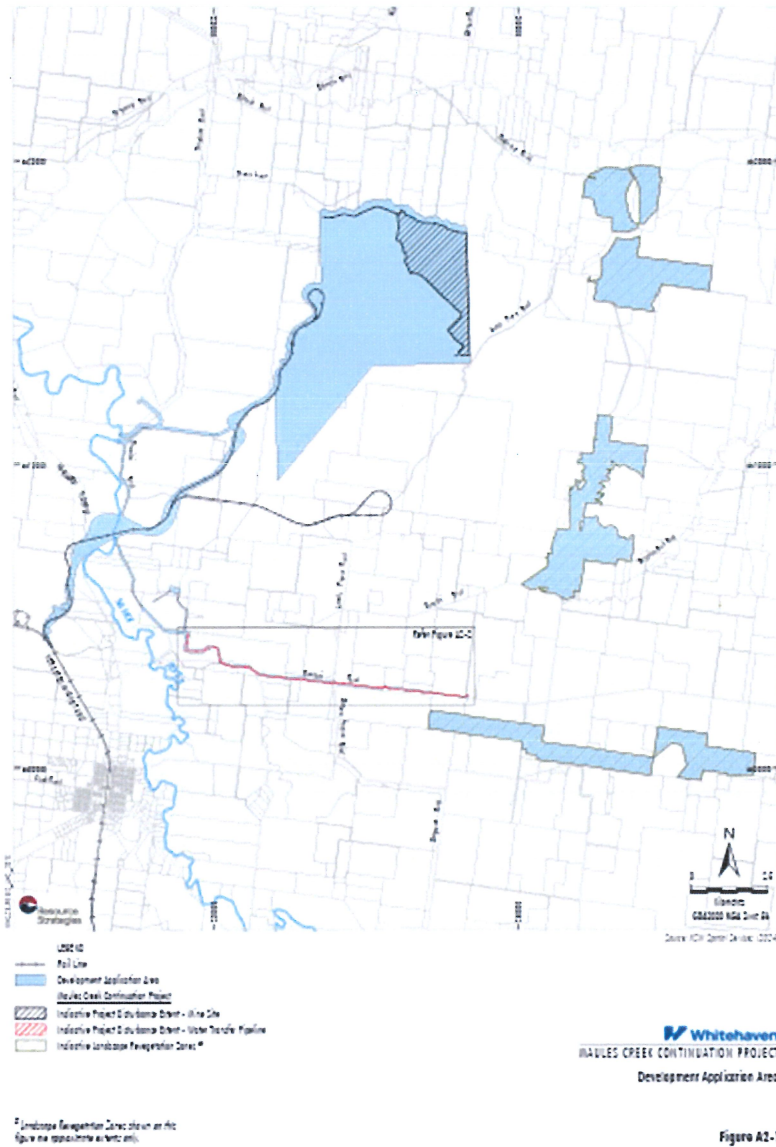
## SCHEDULE 1

### Compliance of this Agreement with the requirements of section 7.4(3) of the EP&A Act

	<b>Section</b>	<b>Requirement</b>	<b>Clause of this Agreement</b>
1	7.4(3)(a)	A description of the land to which the agreement applies	Clause 1.1 (definition of "Land") Clause 2.1(b) Schedule 2
2	7.4(3)(b)(i)	The change to the environmental planning instrument to which the agreement applies	Not applicable
3	7.4(3)(b)(ii)	A description of the development to which the agreement applies	Clause 1.1 (definition of "Continuation Project"). Clause 2.1(b)
4	7.4(3)(c)	The nature and extent of the provision to be made by the developer under the agreement, the time or times by which the provision is to be made and the manner by which the provision is to be made	Clause 4 Clause 5 Clause 6
5	7.4(3)(d)	In the case of development, whether the agreement excludes (wholly or in part) or does not exclude the application of section 7.11, 7.12 or Division 7.1, Subdivision 4 of the EP&A Act to the development	Clause 2.2
6	7.4(3)(e)	If the agreement does not exclude the application of section 7.11 to the development, whether benefits under the agreement are or are not to be taken into consideration in determining a development contribution under section 7.11	Clause 2.2
7	7.4(3)(f)	A mechanism for the resolution of disputes under the agreement	Clause 11
8	7.4(3)(g)	The enforcement of the agreement by a suitable means, such as the provision of a bond or guarantee, in the event of a breach of the agreement by the developer	Clause 7

## SCHEDULE 2

### Land



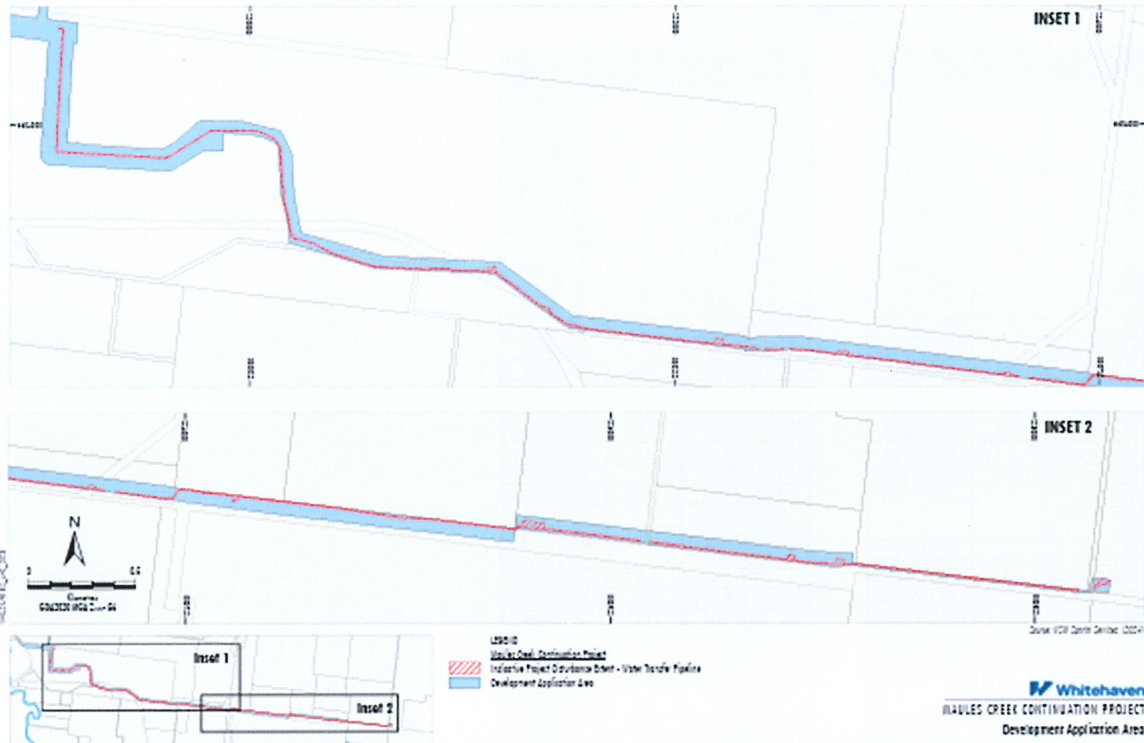


Figure A2-2

Table A2-1  
 Development Application Area Schedule of Lands

Tenure Type	Lot Number	Plan Label
FREEHOLD	1	DP748046
FREEHOLD	1	DP754926
FREEHOLD	1	DP1099042
FREEHOLD	1	DP1103922
FREEHOLD	1	DP1226200
FREEHOLD	1	DP622375
FREEHOLD	1	DP1201952
FREEHOLD	1	DP114793
FREEHOLD	1	DP1157540
FREEHOLD	1	DP1255368
FREEHOLD	1	DP1192663
FREEHOLD	1	DP1015921
FREEHOLD	1	DP1131282
FREEHOLD	2	DP509312
FREEHOLD	2	DP748046
FREEHOLD	2	DP1103922
FREEHOLD	2	DP1197060
FREEHOLD	2	DP1131282
FREEHOLD	2	DP114794
LOCAL GOVERNMENT AUTHORITY	2	DP1192663
FREEHOLD	2	DP1015921
FREEHOLD	3	DP748046
FREEHOLD	3	DP1131282
FREEHOLD	3	DP1259552
FREEHOLD	3	DP754924
FREEHOLD	3	DP1144479
LOCAL GOVERNMENT AUTHORITY	3	DP1200040
FREEHOLD	4	DP240289
FREEHOLD	4	DP1202450
FREEHOLD	4	DP1131282
FREEHOLD	4	DP1192663
FREEHOLD	5	DP240289
FREEHOLD	5	DP1192663
FREEHOLD	6	DP240289
LOCAL GOVERNMENT AUTHORITY	6	DP1192663
FREEHOLD	7	DP240289
FREEHOLD	7	DP1202450

Tenure Type	Lot Number	Plan Label
FREEHOLD	10	DP754927
FREEHOLD	11	DP611290
FREEHOLD	11	DP754927
FREEHOLD	12	DP754926
FREEHOLD	13	DP1192663
FREEHOLD	15	DP1192663
FREEHOLD	16	DP754927
FREEHOLD	16	DP1182291
FREEHOLD	18	DP754927
FREEHOLD	18	DP1192663
FREEHOLD	18	DP754953
FREEHOLD	23	DP754953
FREEHOLD	24	DP754953
FREEHOLD	27	DP754953
FREEHOLD	29	DP1192663
FREEHOLD	31	DP754953
FREEHOLD	32	DP754940
FREEHOLD	33	DP754953
FREEHOLD	35	DP754940
FREEHOLD	35	DP754924
FREEHOLD	37	DP754924
FREEHOLD	37	DP754953
CROWN	38	DP1211027
FREEHOLD	38	DP754924
FREEHOLD	39	DP754940
FREEHOLD	39	DP754953
FREEHOLD	40	DP754940
FREEHOLD	41	DP754940
FREEHOLD	42	DP754940
FREEHOLD	43	DP754953
FREEHOLD	50	DP754924
FREEHOLD	51	DP754924
FREEHOLD	54	DP754948
FREEHOLD	55	DP754924
FREEHOLD	57	DP754940
FREEHOLD	58	DP754940
FREEHOLD	59	DP754940
FREEHOLD	59	DP754948
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FREEHOLD	60	DP754948
FREEHOLD	60	DP754953
FREEHOLD	61	DP754940

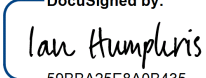
Tenure Type	Lot Number	Plan Label
FREEHOLD	65	DP754924
FREEHOLD	67	DP754953
FREEHOLD	68	DP754953
FREEHOLD	73	DP754948
FREEHOLD	76	DP754948
FREEHOLD	80	DP754924
FREEHOLD	80	DP754953
FREEHOLD	81	DP754924
FREEHOLD	81	DP754953
FREEHOLD	82	DP754924
FREEHOLD	83	DP754924
FREEHOLD	83	DP754953
FREEHOLD	84	DP754924
FREEHOLD	85	DP755475
FREEHOLD	86	DP754953
FREEHOLD	88	DP754953
FREEHOLD	97	DP754924
FREEHOLD	101	DP1204994
FREEHOLD	102	DP1204994
FREEHOLD	105	DP755470
FREEHOLD	120	DP754926

Tenure Type	Lot Number	Plan Label
FREEHOLD	121	DP808273
FREEHOLD	156	DP455004
FREEHOLD	159	DP755475
CROWN	164	DP754926
FREEHOLD	166	DP754926
FREEHOLD	196	DP754926
FREEHOLD	262	DP755475
CROWN	263	DP1193634
FREEHOLD	264	DP755475
FREEHOLD	822	DP1074515
CROWN	7001	DP1052587
FREEHOLD	7001	DP94069
CROWN	7002	DP1051146
CROWN	7007	DP1051145
CROWN	7300	DP1143939
FREEHOLD	A	DP379148
FREEHOLD	A	DP379147
FREEHOLD	A	DP367991
FREEHOLD	B	DP190503
FREEHOLD	B	DP190502

Other	
Narrabri Shire Council or Crown Lands	Other roads located between or adjacent to the above parcels of land
Crown	Creeks or streams located between or adjacent to the above parcels of land

**EXECUTED** as an Agreement.

**EXECUTED** by **MAULES CREEK COAL PTY LTD:**

DocuSigned by:  
  
59BBA25E8A0B435...

Signature of director

Ian Humphris

Name

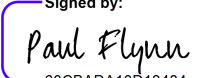
Signed by:  
  
526652BE6069442...

Signature of director/secretary

Sean Milfull

Name

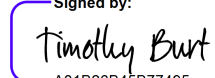
**EXECUTED** by **WHITEHAVEN COAL LIMITED:**

Signed by:  
  
60CBADA10D13484...

Signature of director

Paul Flynn

Name

Signed by:  
  
A81B26B45B77495...

Signature of director/secretary

Timothy Burt

Name

**EXECUTED** by **NARRABRI SHIRE COUNCIL** in accordance with a resolution passed at a duly convened meeting held on

in the presence of the General Manager:

  
Signature of General Manager

17.09.25  
Name

