

Deed of Novation of Planning Agreement

Parties

Minister for Planning

(ABN 38 755 709681)

Minister administering the National Parks and Wildlife Act 1974

(ABN 30 841 387 271)

Coal & Allied Operations Pty Ltd

(ABN 16 000 023 656)

Catherine Hill Bay Land Pty Ltd

(ABN 79 129 266 459)

**Wallalong Land Developments Pty Limited (ACN 158 521 567) as trustee
for Catherine Hill Bay Honey Unit Trust (ABN 96 937 703 587)**

Lake Maintenance (NSW) Pty Ltd

(ACN 088 782 718)

Reference: VPA # 2011/4520

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Date

28 July 2017

Parties

MINISTER FOR PLANNING (ABN 38 755 709681)
(Planning Minister)

MINISTER ADMINISTERING THE NATIONAL PARKS AND WILDLIFE ACT 1974
(ABN 30 841 387 271)
(Environment Minister)

COAL & ALLIED OPERATIONS PTY LTD (ABN 16 000 023 656) AND
CATHERINE HILL BAY LAND PTY LTD (ABN 79 129 266 459)
(together, the Transferor)

LAKE MAINTENANCE (NSW) PTY LTD (ACN 088 782 718) AND
WALLALONG LAND DEVELOPMENTS PTY LIMITED (ACN 158 521 567) as
Trustee for **CATHERINE HILL BAY HONEY UNIT TRUST** (ABN 96 937 703 587)
(together, the Transferee)

Introduction

- A** On 22 March 2012, the Transferor entered into the Planning Agreement with the Planning Minister and the Environment Minister.
- B** The Transferor has entered into an agreement to transfer part of the Land.
- C** Clause 1.1 of Schedule 8 to the Planning Agreement requires the Transferor to, among other things, procure the execution of an agreement by the Transferee on terms satisfactory to the Planning Minister and the Environment Minister, under which the Transferee agrees to comply with the terms and conditions of the Planning Agreement as though the Transferee were the Landowner.
- D** This deed is entered into in accordance with the terms of clause 1.1 of Schedule 8 to the Planning Agreement.

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this deed:

- (1) **Effective Time** means the date that the Land, excluding Lots 5, 6, 7, 8, 9 and 10 in Deposited Plan 1180181, is transferred to the Trustee.
- (2) **Planning Agreement** means the voluntary planning agreement registered no. AH183405 dated 22 March 2012 between the Planning Minister, the Environment Minister and the Transferor, applying to the Land, being Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 in Deposited Plan 1180181.
- (3) **Trustee** has the meaning given to that term in clause 3(1) of this deed.

1.2 Interpretation

In this deed, unless the contrary intention appears:

- (1) expressions and phrases used but not defined in this deed will have the same meanings as they have in the Planning Agreement;
- (2) clause 1.2 of the Planning Agreement will apply to the interpretation and construction of this deed.

2 Novation

On and from the Effective Time, the Planning Agreement is novated from the Transferor to the Transferee, with the effect that:

- (1) the Transferee replaces the Transferor under the Planning Agreement and becomes the party to the Planning Agreement;
- (2) a reference in the Planning Agreement to the Transferor is to be read as a reference to the Transferee;
- (3) the Transferee is entitled to all rights and benefits under the Planning Agreement to which, but for this deed, the Transferor would have been entitled at and after the Effective Time; and
- (4) the Transferee must perform all obligations and discharge all liabilities under the Planning Agreement which, but for this deed, the Transferor would have been required to perform or discharge at and after the Effective Time.

3 Trustee Landowner

- (1) Wallalong Land Developments Pty Limited (ACN 158 521 567) (**Trustee**) enters into this deed and the Planning Agreement in its capacity as the trustee for Catherine Hill Bay Honey Unit Trust (ABN 96 937 703 587) (**Trust**) constituted by a trust deed (**Trust Deed**). The Trustee:

(a) warrants that:

- (i) it is the sole trustee of the Trust and no action has been taken to remove or replace it;
- (ii) entry into this deed and the Planning Agreement is for the benefit of the beneficiaries of the Trust and as trustee it is authorised and empowered under the Trust Deed to enter into and to perform its obligations and satisfy or discharge its liabilities under this deed and the Planning Agreement;
- (iii) it is not in breach of the Trust Deed;
- (iv) it is entitled under the Trust Deed to be indemnified in full in respect of the obligations and liabilities incurred by it under this deed and the Planning Agreement;
- (v) it is not aware of any reason why the assets of the Trust might be insufficient to satisfy or discharge the obligations and liabilities incurred by it under this deed and the Planning Agreement; and

- (vi) it has the power under the Trust Deed to execute and perform its obligations and discharge its liabilities under this deed and the Planning Agreement, and all necessary action has been taken to authorise the execution and performance of this deed and the Planning Agreement under the Trust Deed; and
 - (b) indemnifies the Planning Minister and the Environment Minister, and agrees to keep them indemnified, in respect of any loss or liability in any way connected with a breach of a warranty in clause 3(1)(a).
- (2) Prior to the Trustee being replaced as the trustee of the Trust in accordance with the Trust Deed:
- (i) the Trustee must procure that the replacement trustee enters into a new deed with the Planning Minister and the Environment Minister on the same terms as the Planning Agreement;
 - (ii) the Trustee (as outgoing trustee) must release the Planning Minister and the Environment Minister from the requirement to observe and perform any future obligation under this deed; and
 - (iii) the Trustee (as the outgoing trustee) must pay the reasonable costs and expenses of the Planning Minister and the Environment Minister in relation to entering into a new deed and the costs and expenses of registering any new deed on the title to the Land.

4 Release by Minister

With effect from the Effective Time, the Planning Minister and the Environment Minister release the Transferor from all obligations and liabilities under or in respect of the Planning Agreement to be performed or discharged at or after the Effective Time.

5 Release by Transferor

With effect from the Effective Time, the Transferor releases the Planning Minister and the Environment Minister from all obligations and liabilities under the Planning Agreement to be performed or discharged at or after the Effective Time.

6 Obligations and liabilities arising before the Effective Time

Nothing in this deed releases the Transferor, the Planning Minister or the Environment Minister from any obligation or liability under the Planning Agreement arising before the Effective Time.

7 Confirmation of Deed

The parties confirm the terms of the Planning Agreement as varied by this deed.

8 Notices

Any notice or communication to or by a party to this deed or the Planning Agreement must be:

- (1) sent to the Planning Minister, the Environment Minister or to the Transferor in the manner required by clause 1 of Schedule 9 to the Planning Agreement;
- (2) sent to the Transferee in the manner set out in clause 1 of Schedule 9 to the Planning Agreement, except that the address for service of notices to the Landowner, is substituted with:

"Lake Maintenance (NSW) Pty Ltd and Wallalong Land Developments Pty Limited as trustee for Catherine Hill Bay Honey Unit Trust

Address: c/- Kilmurray Lawyers, 5/456 Hunter Street,
Newcastle NSW 2300

Telephone: 02 4926 2433

Fax: 02 4926 5103

Attention: Andrew McLeod"

9 Counterparts

This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

10 Costs

The Transferee shall reimburse the Planning Minister and the Environment Minister their reasonable costs and disbursements in connection with the preparation, negotiation, execution and carrying into effect of this deed.

11 Stamp duty etc.

The Transferee must pay any stamp, transaction, registration, financial institutions, bank account debit and other duties and taxes (including fines and penalties) which may be payable or determined to be payable in relation to the execution, delivery, performance or enforcement of this deed or any payment or receipt or other transaction contemplated by this instrument of novation.

12 Entire Agreement

This deed contains everything the parties have agreed on in relation to the matters it deals with. No party can rely on an earlier document, or on anything said or done by another

party (or by a director, officer, agent or employee of that party) before this instrument of novation was executed.

13 Governing law and jurisdiction

This deed is governed by and must be construed according to the law applying in New South Wales.

Execution pages

Executed as a deed.

Signed sealed and delivered for and on behalf of the **Minister for Planning** in the presence of:

Signature of Witness

MICHAEL NINGLET

Name of Witness in full

Signature as delegate of the Minister for Planning

John Zorab

Full name of delegate

Signed sealed and delivered for and on behalf of the **Minister administering the National Parks and Wildlife Act 1974** in the presence of:

Signature of Witness

Madeleine Boulton

Name of Witness in full

Signature as delegate of the Minister administering the National Parks and Wildlife Act 1974

Ian Hunter

Full name of delegate

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Coal & Allied Operations Pty Ltd (ACN 611 265 540)**

ABN 16 000 023 656

Signature of Secretary/Director

Full name

Signature of Secretary/Director

Full name

Executed as a deed in accordance with section
127 of the *Corporations Act 2001* by **Catherine**
Hill Bay Land Pty Ltd (~~ACN 644 255 540~~)

ABN 79 129 266 459

Signature of Secretary/Director

Signature of Secretary/Director

Full name

Full name

Executed as a deed in accordance with section
127 of the *Corporations Act 2001* by **Wallalong**
Land Developments Pty Limited (ACN 158 521
567) as trustee for the **Catherine Hill Bay**
Honey Unit Trust (ABN 96 937 703 587)

Signature of Secretary/Director

Signature of Secretary/Director

Full name

Full name

Executed as a deed in accordance with section
127 of the *Corporations Act 2001* by **Lake**
Maintenance (NSW) Pty Ltd (ACN 088 782 718)

Signature of Secretary/Director

Signature of Secretary/Director

Full name

Full name

Deed of Novation of Planning Agreement

Parties

Minister for Planning

(ABN 38 755 709681)

Minister administering the National Parks and Wildlife Act 1974

(ABN 30 841 387 271)

Coal & Allied Operations Pty Ltd

(ABN 16 000 023 656)

Catherine Hill Bay Land Pty Ltd

(ABN 79 129 266 459)

Wallalong Land Developments Pty Limited (ACN 158 521 567) **as trustee**
for Catherine Hill Bay Honey Unit Trust (ABN 96 937 703 587)

Lake Maintenance (NSW) Pty Ltd

(ACN 088 782 718)

Reference: VPA # 2011/4520

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Date

28 July 2017

Parties

MINISTER FOR PLANNING (ABN 38 755 709681)
(Planning Minister)

MINISTER ADMINISTERING THE NATIONAL PARKS AND WILDLIFE ACT 1974
(ABN 30 841 387 271)
(Environment Minister)

COAL & ALLIED OPERATIONS PTY LTD (ABN 16 000 023 656) AND
CATHERINE HILL BAY LAND PTY LTD (ABN 79 129 266 459)
(together, the **Transferor**)

LAKE MAINTENANCE (NSW) PTY LTD (ACN 088 782 718) AND
WALLALONG LAND DEVELOPMENTS PTY LIMITED (ACN 158 521 567) as
Trustee for CATHERINE HILL BAY HONEY UNIT TRUST (ABN 96 937 703 587)
(together, the **Transferee**)

Introduction

- A** On 22 March 2012, the Transferor entered into the Planning Agreement with the Planning Minister and the Environment Minister.
- B** The Transferor has entered into an agreement to transfer part of the Land.
- C** Clause 1.1 of Schedule 8 to the Planning Agreement requires the Transferor to, among other things, procure the execution of an agreement by the Transferee on terms satisfactory to the Planning Minister and the Environment Minister, under which the Transferee agrees to comply with the terms and conditions of the Planning Agreement as though the Transferee were the Landowner.
- D** This deed is entered into in accordance with the terms of clause 1.1 of Schedule 8 to the Planning Agreement.

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this deed:

- (1) **Effective Time** means the date that the Land, excluding Lots 5, 6, 7, 8, 9 and 10 in Deposited Plan 1180181, is transferred to the Trustee.
- (2) **Planning Agreement** means the voluntary planning agreement registered no. AH183405 dated 22 March 2012 between the Planning Minister, the Environment Minister and the Transferor, applying to the Land, being Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 in Deposited Plan 1180181.
- (3) **Trustee** has the meaning given to that term in clause 3(1) of this deed.

1.2 Interpretation

In this deed, unless the contrary intention appears:

- (1) expressions and phrases used but not defined in this deed will have the same meanings as they have in the Planning Agreement;
- (2) clause 1.2 of the Planning Agreement will apply to the interpretation and construction of this deed.

2 Novation

On and from the Effective Time, the Planning Agreement is novated from the Transferor to the Transferee, with the effect that:

- (1) the Transferee replaces the Transferor under the Planning Agreement and becomes the party to the Planning Agreement;
- (2) a reference in the Planning Agreement to the Transferor is to be read as a reference to the Transferee;
- (3) the Transferee is entitled to all rights and benefits under the Planning Agreement to which, but for this deed, the Transferor would have been entitled at and after the Effective Time; and
- (4) the Transferee must perform all obligations and discharge all liabilities under the Planning Agreement which, but for this deed, the Transferor would have been required to perform or discharge at and after the Effective Time.

3 Trustee Landowner

- (1) Wallalong Land Developments Pty Limited (ACN 158 521 567) (**Trustee**) enters into this deed and the Planning Agreement in its capacity as the trustee for Catherine Hill Bay Honey Unit Trust (ABN 96 937 703 587) (**Trust**) constituted by a trust deed (**Trust Deed**). The Trustee:

(a) warrants that:

- (i) it is the sole trustee of the Trust and no action has been taken to remove or replace it;
- (ii) entry into this deed and the Planning Agreement is for the benefit of the beneficiaries of the Trust and as trustee it is authorised and empowered under the Trust Deed to enter into and to perform its obligations and satisfy or discharge its liabilities under this deed and the Planning Agreement;
- (iii) it is not in breach of the Trust Deed;
- (iv) it is entitled under the Trust Deed to be indemnified in full in respect of the obligations and liabilities incurred by it under this deed and the Planning Agreement;
- (v) it is not aware of any reason why the assets of the Trust might be insufficient to satisfy or discharge the obligations and liabilities incurred by it under this deed and the Planning Agreement; and

- (vi) it has the power under the Trust Deed to execute and perform its obligations and discharge its liabilities under this deed and the Planning Agreement, and all necessary action has been taken to authorise the execution and performance of this deed and the Planning Agreement under the Trust Deed; and
 - (b) indemnifies the Planning Minister and the Environment Minister, and agrees to keep them indemnified, in respect of any loss or liability in any way connected with a breach of a warranty in clause 3(1)(a).
- (2) Prior to the Trustee being replaced as the trustee of the Trust in accordance with the Trust Deed:
- (i) the Trustee must procure that the replacement trustee enters into a new deed with the Planning Minister and the Environment Minister on the same terms as the Planning Agreement;
 - (ii) the Trustee (as outgoing trustee) must release the Planning Minister and the Environment Minister from the requirement to observe and perform any future obligation under this deed; and
 - (iii) the Trustee (as the outgoing trustee) must pay the reasonable costs and expenses of the Planning Minister and the Environment Minister in relation to entering into a new deed and the costs and expenses of registering any new deed on the title to the Land.

4 Release by Minister

With effect from the Effective Time, the Planning Minister and the Environment Minister release the Transferor from all obligations and liabilities under or in respect of the Planning Agreement to be performed or discharged at or after the Effective Time.

5 Release by Transferor

With effect from the Effective Time, the Transferor releases the Planning Minister and the Environment Minister from all obligations and liabilities under the Planning Agreement to be performed or discharged at or after the Effective Time.

6 Obligations and liabilities arising before the Effective Time

Nothing in this deed releases the Transferor, the Planning Minister or the Environment Minister from any obligation or liability under the Planning Agreement arising before the Effective Time.

7 Confirmation of Deed

The parties confirm the terms of the Planning Agreement as varied by this deed.

8 Notices

Any notice or communication to or by a party to this deed or the Planning Agreement must be:

- (1) sent to the Planning Minister, the Environment Minister or to the Transferor in the manner required by clause 1 of Schedule 9 to the Planning Agreement;
- (2) sent to the Transferee in the manner set out in clause 1 of Schedule 9 to the Planning Agreement, except that the address for service of notices to the Landowner, is substituted with:

"Lake Maintenance (NSW) Pty Ltd and Wallalong Land Developments Pty Limited as trustee for Catherine Hill Bay Honey Unit Trust

Address: c/- Kilmurray Lawyers, 5/456 Hunter Street,
Newcastle NSW 2300

Telephone: 02 4926 2433

Fax: 02 4926 5103

Attention: Andrew McLeod"

9 Counterparts

This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

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The Transferee shall reimburse the Planning Minister and the Environment Minister their reasonable costs and disbursements in connection with the preparation, negotiation, execution and carrying into effect of this deed.

11 Stamp duty etc.

The Transferee must pay any stamp, transaction, registration, financial institutions, bank account debit and other duties and taxes (including fines and penalties) which may be payable or determined to be payable in relation to the execution, delivery, performance or enforcement of this deed or any payment or receipt or other transaction contemplated by this instrument of novation.

12 Entire Agreement

This deed contains everything the parties have agreed on in relation to the matters it deals with. No party can rely on an earlier document, or on anything said or done by another

party (or by a director, officer, agent or employee of that party) before this instrument of novation was executed.

13 Governing law and jurisdiction

This deed is governed by and must be construed according to the law applying in New South Wales.

Execution pages

Executed as a deed.

Signed sealed and delivered for and on behalf of the **Minister for Planning** in the presence of:

Signature of Witness

Signature as delegate of the Minister for Planning

Name of Witness in full

Full name of delegate

Signed sealed and delivered for and on behalf of the **Minister administering the National Parks and Wildlife Act 1974** in the presence of:

Signature of Witness

Signature as delegate of the Minister administering the National Parks and Wildlife Act 1974

Name of Witness in full

Full name of delegate

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Coal & Allied Operations Pty Ltd** (ACN 611 255 540)

ABA 16 000 023 656



Signature of ~~Secretary~~/Director

Richard Phillip Francis

Full name



Signature of Secretary/~~Director~~

Robert Christopher O'Toole

Full name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Catherine Hill Bay Land Pty Ltd** (ACN 611 255 540).

ABN 79 129 266 459



Signature of Secretary/Director

Richard Phillip Francis

Full name



Signature of Secretary/Director

Robert Christopher O'Toole

Full name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Wallalong Land Developments Pty Limited** (ACN 158 521 567) as trustee for the **Catherine Hill Bay Honey Unit Trust** (ABN 96 937 703 587)

Signature of Secretary/Director

Full name

Signature of Secretary/Director

Full name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Lake Maintenance (NSW) Pty Ltd** (ACN 088 782 718)

Signature of Secretary/Director

Full name

Signature of Secretary/Director

Full name

Wallalong
+
LM

Deed of Novation of Planning Agreement

Parties

Minister for Planning
(ABN 38 755 709681)

Minister administering the National Parks and Wildlife Act 1974
(ABN 30 841 387 271)

Coal & Allied Operations Pty Ltd
(ABN 16 000 023 656)

Catherine Hill Bay Land Pty Ltd
(ABN 79 129 266 459)

Wallalong Land Developments Pty Limited (ACN 158 521 567) **as trustee**
for Catherine Hill Bay Honey Unit Trust (ABN 96 937 703 587)

Lake Maintenance (NSW) Pty Ltd
(ACN 088 782 718)

Reference: VPA # 2011/4520

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Date 28 July 2017

Parties **MINISTER FOR PLANNING** (ABN 38 755 709681)
(Planning Minister)

MINISTER ADMINISTERING THE NATIONAL PARKS AND WILDLIFE ACT 1974
(ABN 30 841 387 271)
(Environment Minister)

COAL & ALLIED OPERATIONS PTY LTD (ABN 16 000 023 656) AND
CATHERINE HILL BAY LAND PTY LTD (ABN 79 129 266 459)
(together, the **Transferor**)

LAKE MAINTENANCE (NSW) PTY LTD (ACN 088 782 718) AND
WALLALONG LAND DEVELOPMENTS PTY LIMITED (ACN 158 521 567) as
Trustee for CATHERINE HILL BAY HONEY UNIT TRUST (ABN 96 937 703 587)
(together, the **Transferee**)

Introduction

- A** On 22 March 2012, the Transferor entered into the Planning Agreement with the Planning Minister and the Environment Minister.
- B** The Transferor has entered into an agreement to transfer part of the Land.
- C** Clause 1.1 of Schedule 8 to the Planning Agreement requires the Transferor to, among other things, procure the execution of an agreement by the Transferee on terms satisfactory to the Planning Minister and the Environment Minister, under which the Transferee agrees to comply with the terms and conditions of the Planning Agreement as though the Transferee were the Landowner.
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It is agreed

1 Definitions and interpretation

1.1 Definitions

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- (3) **Trustee** has the meaning given to that term in clause 3(1) of this deed.

1.2 Interpretation

In this deed, unless the contrary intention appears:

- (1) expressions and phrases used but not defined in this deed will have the same meanings as they have in the Planning Agreement;
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On and from the Effective Time, the Planning Agreement is novated from the Transferor to the Transferee, with the effect that:

- (1) the Transferee replaces the Transferor under the Planning Agreement and becomes the party to the Planning Agreement;
- (2) a reference in the Planning Agreement to the Transferor is to be read as a reference to the Transferee;
- (3) the Transferee is entitled to all rights and benefits under the Planning Agreement to which, but for this deed, the Transferor would have been entitled at and after the Effective Time; and
- (4) the Transferee must perform all obligations and discharge all liabilities under the Planning Agreement which, but for this deed, the Transferor would have been required to perform or discharge at and after the Effective Time.

3 Trustee Landowner

- (1) Wallalong Land Developments Pty Limited (ACN 158 521 567) (**Trustee**) enters into this deed and the Planning Agreement in its capacity as the trustee for Catherine Hill Bay Honey Unit Trust (ABN 96 937 703 587) (**Trust**) constituted by a trust deed (**Trust Deed**). The Trustee:

(a) warrants that:

- (i) it is the sole trustee of the Trust and no action has been taken to remove or replace it;
- (ii) entry into this deed and the Planning Agreement is for the benefit of the beneficiaries of the Trust and as trustee it is authorised and empowered under the Trust Deed to enter into and to perform its obligations and satisfy or discharge its liabilities under this deed and the Planning Agreement;
- (iii) it is not in breach of the Trust Deed;
- (iv) it is entitled under the Trust Deed to be indemnified in full in respect of the obligations and liabilities incurred by it under this deed and the Planning Agreement;
- (v) it is not aware of any reason why the assets of the Trust might be insufficient to satisfy or discharge the obligations and liabilities incurred by it under this deed and the Planning Agreement; and

- (vi) it has the power under the Trust Deed to execute and perform its obligations and discharge its liabilities under this deed and the Planning Agreement, and all necessary action has been taken to authorise the execution and performance of this deed and the Planning Agreement under the Trust Deed; and
 - (b) indemnifies the Planning Minister and the Environment Minister, and agrees to keep them indemnified, in respect of any loss or liability in any way connected with a breach of a warranty in clause 3(1)(a).
- (2) Prior to the Trustee being replaced as the trustee of the Trust in accordance with the Trust Deed:
 - (i) the Trustee must procure that the replacement trustee enters into a new deed with the Planning Minister and the Environment Minister on the same terms as the Planning Agreement;
 - (ii) the Trustee (as outgoing trustee) must release the Planning Minister and the Environment Minister from the requirement to observe and perform any future obligation under this deed; and
 - (iii) the Trustee (as the outgoing trustee) must pay the reasonable costs and expenses of the Planning Minister and the Environment Minister in relation to entering into a new deed and the costs and expenses of registering any new deed on the title to the Land.

4 Release by Minister

With effect from the Effective Time, the Planning Minister and the Environment Minister release the Transferor from all obligations and liabilities under or in respect of the Planning Agreement to be performed or discharged at or after the Effective Time.

5 Release by Transferor

With effect from the Effective Time, the Transferor releases the Planning Minister and the Environment Minister from all obligations and liabilities under the Planning Agreement to be performed or discharged at or after the Effective Time.

6 Obligations and liabilities arising before the Effective Time

Nothing in this deed releases the Transferor, the Planning Minister or the Environment Minister from any obligation or liability under the Planning Agreement arising before the Effective Time.

7 Confirmation of Deed

The parties confirm the terms of the Planning Agreement as varied by this deed.

Execution pages

Executed as a deed.

Signed sealed and delivered for and on behalf of the **Minister for Planning** in the presence of:

Signature of Witness

Signature as delegate of the Minister for Planning

Name of Witness in full

Full name of delegate

Signed sealed and delivered for and on behalf of the **Minister administering the National Parks and Wildlife Act 1974** in the presence of:

Signature of Witness

Signature as delegate of the Minister administering the National Parks and Wildlife Act 1974

Name of Witness in full

Full name of delegate

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Coal & Allied Operations Pty Ltd** (ACN 611 255 540)

ABN 16 000 023 656

Signature of Secretary/Director

Signature of Secretary/Director

Full name

Full name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Catherine Hill Bay Land Pty Ltd** (ACN 611 255 540)

ABN 79 129 266 459

Signature of Secretary/Director

Full name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Wallalong Land Developments Pty Limited** (ACN 158 521 567) as trustee for the **Catherine Hill Bay Honey Unit Trust** (ABN 96 937 703 587)



Signature of Secretary/Director

RICCI ANN SCHWARZER
Full name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Lake Maintenance (NSW) Pty Ltd** (ACN 088 782 718)



Signature of Secretary/Director

RICCI ANN SCHWARZER
Full name

Signature of Secretary/Director

Full name



Signature of Secretary/Director

DARREN KEITH NICHOLSON
Full name



Signature of Secretary/Director

DARREN KEITH NICHOLSON
Full name