

Deed of Variation

Voluntary Planning Agreement – Bulga Optimisation Project

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Deed of Variation Voluntary Planning Agreement Bulga Optimisation Project

Parties

Council	Name	Singleton Council
	Address	PO Box 314 Singleton NSW 2330
	ABN	52 877 492 396
Developer	Name	Bulga Coal Management Pty Limited
	Address	C/- Glencore Australia Holdings Pty Limited 'Gateway L44' 1 Macquarie Place, Sydney NSW 2000
	ABN	48 055 534 391

Background

- A** Council and the Developer previously entered into a Voluntary Planning Agreement for the Bulga Optimisation Project (**VPA**).
- B** Pursuant to clause 9 of the VPA, Council and the Developer wish to amend the VPA on the terms set out in this document.

Operative Provisions

1 Definitions & Interpretation

1.1 Defined Terms

In this document, words that are defined in clause 1.1 the VPA have the meaning ascribed to them in the VPA.

1.2 Interpretation

The interpretational rules contained in clause 1.2 of the VPA apply in the interpretation of this document.

2 Agreement

The agreement of the parties is:

- (1) made in consideration of, amongst other things, the mutual promises contained in this document; and
- (2) set out in these Operative Provisions.

3 Amendments

On and from the date of this document, the VPA is varied as set out in **Annexure 1** with the variations being marked as shown in the Annexure such that:

- (1) text marked in colour and underlined is inserted; and
- (2) text with a line through it is deleted.

4 Acknowledgement

The parties acknowledge that prior to the date of this document and pursuant to the terms of the VPA, the Developer has already paid the following amounts for the corresponding purposes:

- (1) \$60,000.00 for the Village Master Plan;
- (2) \$560,300.00 for the Implementation of the Village Master Plan;
- (3) \$65,000.00 for the Replacement of Mobile Preschool Vehicle;
- (4) \$50,000.00 for the Singleton CBD Master Plan Implementation Contribution – Stage 1;
- (5) \$700,000.00 for Significant Strategic Projects, as agreed between the Developer and Council;
- (6) \$110,000.00 for additional works in McTaggart Park;
- (7) \$299,888.02 for Part B contributions (2015 to 2020) for contributions to maintenance of Part of Broke Road.
- (8) \$142,592.34 for Part C contributions to local community initiatives.

which will form part of, and be deducted from, the total amount of the corresponding Development Contributions set out in Schedule 1 of the VPA (as amended by this document).

5 Deed of variation clarification

The parties agree that reference to the “Deed of Variation” in the additional development contribution set out in Part D of Schedule 1 is a reference to this document.

6 Affirmation

Except as amended by the terms of this document, the parties affirm that the VPA remains, in all other respects, valid and effective.

7 Costs

The Developer must pay the reasonable costs of Council incurred with respect to this document and the variation of the Planning Agreement set out in it.

8 Administrative provisions

8.1 Entire agreement

This document is the entire agreement of the parties on the specific subject matter addressed in this document. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this document.

8.2 Waiver

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the parties to be bound by the waiver.

8.3 Cooperation

Each party must sign, execute and deliver all deeds, documents, instruments and act reasonably and effectively to carry out and give full effect to this document and the rights and obligations of the parties under it.

8.4 Counterparts

This document may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

8.5 Amendment

This document may only be amended or supplemented in writing signed by the parties.

8.6 Unenforceability

Any provision of this document which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid or enforceable, and is otherwise capable of being severed to the extent of the invalidity or enforceability, without

affecting the remaining provisions of this document or affecting the validity or enforceability of that provision in any other jurisdiction.

8.7 Governing law

The law in force in the State of New South Wales governs this document. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeal from those courts in respect of any proceedings in connection with this document.

Annexure 1: Tracked VPA

Voluntary Planning Agreement

Singleton Council (**Council**)

Bulga Coal Management Pty Ltd (**Developer**)

Voluntary Planning Agreement

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Details

Date

Parties

Name	Singleton Council
ABN	52 877 492 396
Short form name	Council
Notice details	Singleton Council PO Box 314 SINGLETON, NSW, 2330

Name	Bulga Coal Management Pty Ltd
ABN	48 055 534 391
Short form name	Developer
Notice details	Bulga Coal Management Pty Ltd PMB 8 SINGLETON, NSW, 2330

Background

- A. Bulga Coal Management Pty Ltd is the proponent of the Bulga Optimisation Project (**Bulga Optimisation Project**). The Bulga Optimisation Project is the extension to the currently approved open cut mining operations located between the townships of Singleton and Broke in New South Wales (~~NSW~~). ~~A plan showing the Bulga Optimisation Project, as at the date of this agreement, is set out in Part C of Schedule 2.~~
- ~~B. On [insert date once approved] Bulga Coal Management Pty Ltd was granted development consent SSD 4960 (**Development Consent**) under Part 4 of the *Environmental Planning and Assessment Act 1979* (**the Act**) to develop the Bulga Optimisation Project.~~
- ~~C. Condition 15 of Schedule 2 of the B.~~
- C. The Development Consent requires the Developer to enter into a planning agreement with the Council to provide development contributions ~~in accordance with Division 6 of Part 4 of the Act.~~
- D. The parties enter into this Agreement to set out the terms upon which the Developer has agreed to ~~provide~~make the Development Contributions ~~described in Schedule 1 of this Agreement, subject to the conditions outlined in this Agreement, in performance of the conditions of the Development Consent to Council.~~

Agreed terms

1. Definitions & Interpretation

1.1 In this Agreement the following definitions apply:

- (a) **Act** means the *Environmental Planning and Assessment Act 1979* (NSW).
- (b) **Business Day** means a day that is not a Saturday, Sunday, public holiday or bank holiday in New South Wales, Australia.
- (c) **CPI** means the published Consumer Price Index (Sydney – All Groups), or if that index is no longer published, then any other index which, in the reasonable opinion of the Developer, is an equivalent index.
- (d) **Commencement Date** means the date the Agreement is executed by both parties.
- (e) **Community Contribution** means the monetary contributions identified in Part C of Schedule 1.
- ~~(f)~~ **Development** means the development permitted to be carried out under the Development Consent.
- ~~(f)~~~~(g)~~ **Development Consent** means Development Consent SSD-4960 for the Bulga Optimisation Project over the Land granted by the NSW Planning Assessment Commission as delegate of the NSW Minister for Planning and Infrastructure on ~~date~~ 1 December 2014 (as modified at 17 July 2020). insert
- ~~(g)~~~~(h)~~ **Development Contributions** means the monetary contributions identified in Parts A, B and BD of Schedule 1.
- ~~(i)~~ **Event of Default** has the meaning ascribed to it in clause 11.2.
- ~~(h)~~~~(j)~~ **GST** has the same meaning as in GST Law.
- ~~(i)~~~~(k)~~ **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.
- ~~(j)~~~~(l)~~ **GST Law** has the meaning given to that term in the GST Act.
- ~~(a)~~ **Insolvency Event** means the happening of any of the following events:
 - ~~(i)~~ Application which is not withdrawn or dismissed within fourteen (14) days is made to a court for an order or an order is made that a body corporate be wound up.
 - ~~(ii)~~ An application which is not withdrawn or dismissed within fourteen (14) days is made to a court for an order appointing a liquidator or provisional liquidator in respect of a body corporate or one of them is appointed, whether or not under an order.
 - ~~(iii)~~ Except to reconstruct or amalgamate while solvent, a body corporate enters into, or resolves to enter into, a scheme of arrangement, agreement of company arrangement or composition with, or assignment for the benefit of, all or any class

of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them.

- (iv) A body corporate resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent or is otherwise wound up or dissolved.
- (v) A body corporate is or states that it is insolvent.
- (vi) As a result of the operation of section 459F(1) of the *Corporations Act 2001* (Cth) (**Corporations Act**), a body corporate is taken to have failed to comply with a statutory demand;
- (vii) A body corporate is or makes a statement from which it may be reasonably deduced that the body corporate is, the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act*.
- (viii) A body corporate takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation or an administrator is appointed to a body corporate.
- (ix) A person becomes an insolvent under administration as defined in section 9 of the *Corporations Act* or action is taken which could result in that event.
- (x) A receiver, manager or receiver and manager is appointed to the Company.
- (xi) A claim is filed in a court against a person that is not defended, released or otherwise settled within twenty eight (28) days of the date of its filing at the court.
- (xii) Anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

~~(k)~~(b) **Land** means those lots listed in Part A of Schedule 2.

~~(l)~~(c) **Law** means any constitution or provision, statute, Act, regulation, rule, ordinance, proclamation, subordinate legislation, delegated legislation, by-law, judgment, rule of common law or equity, rule, approval, consent or condition of approval or consent imposed by a competent entity exercising statutory jurisdiction in the relevant matter.

(d) **MIA Land** means those lots which are identified in Part B of Schedule 2, on which are located the Mining Infrastructure Area and the Coal Handling and Preparation Plant for the Development.

~~(m)~~(e) **Operational Plan** means an operational plan approved by Council under section 405 of the *Local Government Act 1993* (NSW).

(f) **Planning Legislation** means the Act, the *Local Government Act 1993* (NSW) and the *Roads Act 1993* (NSW).

(g) **SCEDF** means the ‘Singleton Community and Economic Development Fund’ adopted by Council at its meeting on 16th December 2019.

~~(n)~~(h) **Tax Invoice** has the meaning given to that term in the GST Act.

1.2 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

- (a) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- (b) If the day on which the any act, matter or thing is to be done under this Agreement is not a Business Day, the act, matter or thing must be done on the next Business Day.
- (c) A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars
- (d) A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (e) A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- (f) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- (g) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- (h) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- (i) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- (j) References to the word 'include' or 'including' are to be construed without limitation.
- (k) A reference to this Agreement includes the agreement recorded in this Agreement.
- (l) A reference to a party to this Agreement includes a reference to the servants, agents, and contractors of the party, and the party's successors and assigns.
- (m) Any schedules and attachments form part of this Agreement.

2. Planning agreement under the Act

The parties agree that this Agreement is a planning agreement governed by Subdivision 2 of Division ~~67.1~~ of Part ~~47~~ of the Act.

3. Application of this Agreement

This Agreement ~~is made in respect of the development the subject of the~~ applies to the Development ~~Consent~~ and ~~applies to~~ the Land.

4. Operation of this Agreement

The Agreement takes effect on and from the Commencement Date.

5. Provision of Development Contributions

5.1 The Development Contributions

Subject to this Agreement, the Developer ~~will~~must pay to Council the Development Contributions.

5.2 Form of Development Contributions

The Development Contributions are to be made:

- (a) ~~For~~for the purpose in column 1 of the tables ~~in Part A and B of~~ Schedule 1;
- (b) in the total amount referred to in column 2 of the tables in ~~Part A and Part B of~~ Schedule 1; and
- (c) at the times referred to in column 3 of the tables in ~~Part A and Part B of~~ Schedule 1.

5.3 Adjustment for CPI

~~(a) —~~ The ~~amount of the~~ Development Contributions in ~~Part A~~column 2 of ~~the tables in~~ Schedule 1 are ~~not~~ subject to adjustment ~~for changes in CPI~~.

~~The Development Contributions in Part B of Schedule 1 and the Community Contributions in Part C of Schedule 1 are to be adjusted~~ for changes in CPI as follows:

$$DCP = \frac{DC \times A}{B}$$

where:

- DCP = the actual Development Contribution payment amount payable at the time the particular payment is made;
- DC = the particular Development Contribution payment amount required to be paid as per column 2 of the ~~table~~tables in ~~Part B of~~ Schedule 1;
- A = the most recent CPI (Index Number) published by the ABS prior to the date the payment is due to be made; and
- B = the most recent CPI (Index Number) published by the ABS prior to the date of this Agreement.

5.4 Payment of Development Contributions

- (a) A Development Contribution is made for the purposes of this Agreement when cleared funds are deposited by the Developer by means of electronic transfer into a bank account nominated by Council.
- (b) Before making any Development Contribution, the Developer must give Council not less than two Business Days' written notice of:
 - (i) its intention to make a Development Contribution; and
 - (ii) the amount proposed to be paid.

~~(c) — The Developer must give a notice to Council pursuant to clause 5.4(b) within 14 days after:~~

- ~~(i) — in respect of the Development Contributions set out in Part A of Schedule 1, receipt from Council of a valid Operational Plan pertaining to the relevant Development Contribution; and~~
- ~~(ii) — in respect of the Development Contributions set out in Part B of Schedule 1, the date for payment of the Development Contribution as set out in column 3 of the table in Part B of Schedule 1.~~

5.5 — Valid Operational Plan

For the purposes of clause 5.4(c)(i) and column 3 of the table in Part A of Schedule 1, a valid Operational Plan is a plan that:

- ~~(a) — identifies forecasted expenditure by Council for a purpose and amount that accords with column 1 and 2 of the table in Schedule 1 (or such portion remaining that hasn't already been released to Council) for that relevant portion of the Development Contributions; or~~
- ~~(b) — identifies forecasted expenditure for a public purpose in lieu of a purpose identified in Schedule 1 column 1 and for an amount that accords with column 2 of the table in Schedule 1 (or such portion remaining that hasn't been released to Council) and the Developer has agreed in writing (prior to the preparation by Council of the Operational Plan) to the use of the Development Contributions for the alternative public purpose.~~

5.5.5 Requirement for invoices

- (a) Upon receiving a notice from the Developer pursuant to clause ~~5.4(b)~~5.4(b), Council must provide the Developer with a Tax Invoice for the amount of the contribution that the Developer proposes to pay.
- (b) The Developer:
 - (i) is not required to pay a Development Contribution; and
 - (ii) will not be in breach of this Agreement if it fails to pay a Development Contribution at the time required by this Agreement,

if Council fails to provide the Developer with a Tax Invoice for the amount proposed to be paid by the Developer.

5.5.6 Effect of making the Development Contributions

- (a) The parties agree that once funds for each of the Development Contributions set out in ~~Part A of~~ Schedule 1 have been transferred to Council by the Developer in accordance with clause ~~5.45.4~~5.4 for an amount equalling the amount in column 2 ~~of the table in Part A tables~~ in Schedule 1, then no further funds are required to be transferred by the Developer to Council for the relevant purpose.
- ~~(b) — If on the date that is 20 years after the Commencement Date the Council has failed to provide the Developer with an Operational Plan satisfying clause 5.4(a) for some or all of the Development Contributions set out in Part A of Schedule 1, the Developer must~~

~~transfer the funds corresponding to the remaining Development Contributions set out in Part A of Schedule 1 to Council in satisfaction of the Developer's obligations under this Agreement.~~

- ~~(e)~~(b) The parties agree that upon the payment of the total amount of the Development Contributions to Council, no further monetary contributions are payable under this Agreement.

5.85.7 Use of Development Contributions

Council ~~shall~~may only use the funds transferred by the Developer to Council as Development Contributions for the purposes outlined in column 1 of the tables in Part A, Part B and Part BD of Schedule 1, or as otherwise agreed by the Developer in writing.

~~5.9~~ Timing for implementation of projects

- ~~(a) Council must implement the projects the subject of the Development Contributions identified in Part A of Schedule 1 in accordance with the indicative schedule set out in column 4 of the table in Part A of Schedule 1.~~
- ~~(b) If for any reason Council does not implement a project in accordance with the indicative schedule, Council will revise the timing for the project in consultation with the Developer in order to achieve the most beneficial outcome for the community.~~

6. Community Contributions

- (a) In addition to the Development Contributions payable by the Developer under clause 55, the Developer agrees to pay to the relevant community organisations in the immediate vicinity of the Bulga Optimisation Project the Community Contributions.
- (b) The ~~Development~~Community Contributions are to be made:
- (i) by the Developer directly to the relevant community organisations; ~~after:~~
- (A) the Developer provides notice in writing to Council of the Developer's intention to pay the Community Contributions; and
- (B) the Developer receives written confirmation from Council that the Developer may proceed with payment of the Community Contributions.
- (ii) for the purpose in column 1 of the table in Part C of Schedule 1;
- (iii) in the total amount referred to in column 2 of the table in Part C of Schedule 1; and
- (iv) at the times referred to in column 3 of the table in Part C of Schedule 1.
- (c) ~~Upon request,~~ the Developer will provide ~~reports~~a report to Council within thirty (30) days of any payment of the Community Contributions regarding the payment of the Community Contributions and its use.

7. Application of s94s7.11 and s94As7.12 of the Act

This Agreement does not exclude the operation of sections ~~947.11~~ and ~~94A7.12~~ of the Act to the Development Consent.

8. Registration of this Agreement

7.18.1 Registration of this Agreement

~~This~~The Developer acknowledges and agrees that:

- ~~(a) this Agreement is not to~~must be registered under on the title to the MIA Land pursuant to section 93H7.6 of the Act, but only; and
- ~~(b) subject to clause 8.2, Council may elect to undertake that registration in respect of those lots listed~~the MIA Land at the cost of the Developer.

8.2 Obligations of Developer

- ~~(a) The Developer, at its own expense, will promptly after the Commencement Date, take all practical steps, and otherwise do anything that the Council reasonably requires, to procure:~~
 - ~~(i) the consent of each person who:~~
 - ~~(A) has an estate or interest in Part B of Schedule 2~~the MIA Land; or
 - ~~(B) is seized or possessed of an estate or interest in the MIA Land;~~
 - ~~(ii) the execution of any agreements; and~~
 - ~~(iii) the production of the relevant certificates of title,~~
to enable the registration of this Agreement in accordance with clause 8.1.
- ~~(b) The Developer, at its own expense, will take all practical steps, and otherwise do anything that the Council reasonably requires:~~
 - ~~(i) to allow the lodgement of this Agreement with the Registrar-General as soon as reasonably practicable after the Commencement Date comes into operation but in any event, no later than sixty (60) business days after that date; and~~
 - ~~(ii) to allow the registration of this Agreement by the Registrar-General in the relevant folios of the Register for the MIA Land as soon as reasonably practicable after this Agreement is lodged for registration.~~

8.3 Discharge from the Register

The Council will provide a release and discharge of this Agreement so that it may be removed from the folios of the Register for the MIA Land (or any part of it) when:

- ~~(a) the obligations under this Agreement have been satisfied; or~~
- ~~(a)(b) if this Agreement is terminated or rescinded.~~

8.9. Review of this Agreement

This Agreement may be varied or amended only by the express written approval of all the parties and in compliance with the Act.

9.10. Dispute Resolution

9.10.1 Application

Any dispute or difference between the parties arising under or in connection with this Agreement, including any dispute or difference as to the formation, validity, existence or termination of this Agreement (**Dispute**) must be resolved as set out in this clause ~~10.4~~. A party must not commence any court proceedings relating to a dispute unless it complies with this clause ~~10.4~~.

9.10.2 Notification

A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.

9.10.3 Parties to resolve Dispute

Within 14 days of the party receiving the notice referred to in clause ~~10.2.4~~ the parties (or those parties the subject of the Dispute) must meet to attempt in good faith to resolve the Dispute.

9.10.4 Arbitration

- (a) If within 21 days of receiving notification under clause ~~10.2.4~~, or such further time as agreed in writing by the parties, the Dispute is not resolved, either party will have the right to refer the Dispute to binding arbitration pursuant to the *Commercial Arbitration Act 1984* (NSW) by issuing a written notice requiring the matter to be referred.
- (b) The arbitration shall be conducted in accordance with the Institute of Arbitrators and Mediator's Australia Rules for the conduct of Commercial Arbitrations.
- (c) A party must not commence arbitration proceedings in respect of a Dispute unless it has complied with clause ~~10.2.4~~ and ~~10.3.4~~.
- (d) The arbitrator will be appointed by the President of the Institute of Arbitrators and Mediators Australia.
- (e) The seat or legal place of arbitration shall be in Sydney, NSW.
- (f) Parties to the arbitration shall be entitled to legal representation.
- (g) The laws relating to evidence will apply to the arbitration.

9.10.5 Confidentiality

Any information or documents disclosed by a party under this clause:

- (a) must be kept confidential; and
- (b) may only be used to attempt to resolve the Dispute.

9.10.6 Breach of this clause

If a party to a Dispute breaches clauses ~~10.1.4~~ to ~~10.5.5~~, the other parties to the Dispute do not have to comply with those clauses in relation to the Dispute.

9.10.7 Court Proceedings

If the dispute is not resolved within 60 days after notice is given under clause ~~10.2.4~~, then any party which has complied with the provisions of this clause ~~10.4~~, may in writing terminate any

dispute resolution process undertaken under clause ~~1040~~ and may commence court proceedings in relation to the dispute.

~~9.8~~10.8 **No prejudice**

This clause ~~1040~~ does not prejudice the right of any party to institute court proceedings for urgent injunctive or declaratory relief in any matter arising out of or relating to this agreement.

11. Breach of this Agreement

11.1 Breach Notice

If the Developer breaches this Agreement, Council may serve a notice on the Developer (**Breach Notice**) specifying:

- (a) the nature and extent of the alleged breach;
- (b) if:
 - (i) the breach is capable of being rectified other than by the payment of compensation, what Council requires the Developer to do in order to rectify the breach; or
 - (ii) the breach is not capable of being rectified other than by payment of compensation, the amount of compensation Council requires the Developer to pay in order to rectify the breach, and
- (c) the time within which Council requires the breach to be rectified, which must be a reasonable time of not less than fifteen (15) business days.

11.2 Event of Default

The Developer commits an **Event of Default** if it:

- (a) fails to comply with a Breach Notice; or
- (b) becomes subject to an Insolvency Event.

11.3 Consequences of Events of default

Where the Developer commits an Event of Default, Council may exercise any rights available to it under this Agreement and at Law with respect to the Event of Default.

12. Position of Council

12.1 Consent authority

The parties acknowledge that Council is a consent authority with statutory rights and obligations pursuant to the terms of the Planning Legislation.

~~10.~~13. **Agreement does not fetter discretion**

13.1 ~~Nothing in this~~**No Fetter**

This Agreement ~~shall be construed as requiring~~ is not intended to operate to fetter, in any unlawful manner:

(a) ~~the power of Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in make any way law; or~~

(b) ~~the exercise by Council of any statutory power or discretion or duty.~~

(Discretion).

13.2 Severance of provisions

(a) ~~No provision of this Agreement is intended to, or does, constitute any unlawful fetter on any Discretion. If, contrary to the operation of this clause, any provision of this Agreement is held by a court of competent jurisdiction to constitute an unlawful fetter on any Discretion, the parties agree:~~

(i) ~~they will take all practical steps, including the execution of any further documents, to ensure the objective of this clause 13 is substantially satisfied; and~~

(ii) ~~in the event that paragraph (a)(ii) cannot be achieved without giving rise to an unlawful fetter on a Discretion, the relevant provision is to be severed and the remainder of this Agreement has full force and effect; and~~

(iii) ~~to endeavour to satisfy the common objectives of the parties on relation to the provision of this Agreement which is held to be an unlawful fetter to the extent that it is possible having regard to the relevant court judgment.~~

(b) ~~Where the law permits Council to contract out of a provision of that law or gives Council power to exercise a Discretion, then if Council has in this Agreement contracted out of a provision or exercised a Discretion under this Agreement, then to that extent this Agreement is not to be taken to be inconsistent with the law.~~

13.3 No Obligations

~~Nothing in this Agreement will be deemed to impose any obligation on Council to exercise any of its functions under the Planning Legislation with respect to the Land or the Development in a certain manner.~~

14.14. GST

14.14.1 Defined GST terms

Defined terms used in this clause 14 have the meaning ascribed to them in the GST Law.

14.14.2 GST to be added to amounts payable

If GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration. This clause does not apply to the extent that the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, unless otherwise expressly stated, prices or other sums payable or Consideration to be provided under or in accordance with this Agreement are exclusive of GST.

14.14.3 Tax invoice

If a party is liable for GST on any payments made under this Agreement, the other party must issue a tax invoice (or an adjustment note) to the liable party for any GST payable under this agreement within seven days of a written request. The tax invoice (or adjustment note) must include the particulars required by the GST Law to obtain an input tax credit for that GST.

~~11.4~~14.4 **GST obligations to survive termination**

This clause ~~14~~ will continue to apply after expiration of termination of this Agreement.

~~12.15.~~ **Notices**

~~12.1~~15.1 Any notice, consent, information, application or request that must or may be given or made to a party this Agreement is only given or made if it is in writing and sent in one of the following ways:

- (a) Delivered or posted to that party at its address set out below
- (b) Faxed to that party at its fax number set out below
- (c) Emailed to that party at its email address set out below

Council

Attention: Jason Linnane

Address: Singleton Council
PO Box 314
Singleton, NSW, 2330

Fax Number: (02) 6572 4197

~~Email:~~ jlinnane@singleton.nsw.gov.au

~~Email:~~ council@singleton.nsw.gov.au

Developer

Attention: Aaron Worley

Address: Bulga Coal Management Pty Ltd
PMB 8
SINGLETON, NSW, 2330

Fax Number: (02) 6570 2450

~~Mobile Number:~~ [0428 036 972](tel:0428036972)

Email: aaron.worley@glencore.com.au

~~12.2~~15.2 If a party gives the other party three (3) Business Days notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that party if it is delivered, posted or faxed to the latest address or fax number.

~~12.3~~15.3 Any notice, consent, information, application or request is to be treated as given or made at the following time:

- (a) If it is delivered, when it is left at the relevant address;
- (b) If it is sent by post, two (2) Business Days after it is posted;
- (c) If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.

~~12.4~~15.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a Business Day, or if on a Business Day, after 5pm on that day in the place of the party to whom it is sent, it is to be treated as having been given or made at the beginning of the next Business Day.

~~13~~16. Approvals and consent

Except as otherwise set out in this Agreement, and subject to any statutory obligation, a party may give or withhold an approval or consent to be given under this Agreement in that party's absolute discretion and subject to any conditions determined by the party. A party is not obliged to give reasons for giving or withholding consent or for giving consent subject to conditions.

~~14~~17. Costs

The costs associated with the preparation, execution, stamping and registration of the Agreement will be borne by the Developer.

~~15~~18. Entire agreement

This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No party can rely on an earlier document, or anything said or done by another party, or by a director, officer, agent or employee of that party, before this Agreement was executed, except as permitted by law.

~~16~~19. Further acts

Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to affect, perfect or complete this Agreement and all transactions incidental to it.

~~17~~20. Governing law and jurisdiction

This Agreement is governed by the law of New South Wales. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

~~18~~21. Representations and warranties

The Parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under the Agreement and that entry into this Agreement will not result in the breach of any law.

~~19.22.~~ Severability

If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

~~20.23.~~ Waiver

The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another party. A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligations or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

~~21.24.~~ Counterparts

This Agreement may be executed in any number of counterparts.

Schedule 1 - Contributions Schedule

PART A – CONTRIBUTIONS FOR PROJECTS

Purpose of the Development Contribution	Amount of Development Contribution	Date for payment of Development Contribution	Indicative schedule
Local community projects			
<p>Village Master Plan</p> <p>The purpose of this contribution is to contribute to the cost of developing a Village Master Plan for the villages of Broke, Bulga and immediate surrounds.</p> <p>The Village Master Plan will be developed in a collaborative manner through consultation between the Developer, Council and the local community.</p> <p>The purpose of the Village Master Plan is to identify projects that will benefit the community in the local area in which the Bulga Optimisation Project is situated by facilitating the ongoing sustainability of the Bulga, Broke, Milbrodale community.</p>	\$60,000	Upon receipt from Council of a valid Operational Plan for this Development Contribution.	Within 12 months of Development Consent
<p>Implementation of Village Master Plan</p> <p>The purpose of this contribution is to implement the Village Master Plan in the villages of Broke, Bulga and immediate surrounds. Once developed the Plan will be funded via the creation of a Village Fund through a separate Council restricted asset account to keep the administration costs down.</p> <p>A portion of this contribution (\$155,000) will be expended towards projects, which have previously been identified in the Developer's "Our Villages, Our Vision" initiative, including but not limited to:</p> <ul style="list-style-type: none"> • Village Entrance Signage & Associated Works; • Provision of services; • Redevelopment of the Broke Recreation Ground/Skate Park; • Development of McNamara Park; and • Improvements to Bulga Recreation Ground. 	\$655,000	Upon receipt from Council of a valid Operational Plan for this Development Contribution.	Commence within 24 months of Development Consent

<p>Concept Study for Broke Road Cycleway</p> <p>The purpose of this contribution is to undertake a concept study for cycle ways in the Broke and Milbrodale area.</p>	<p>\$20,000</p>	<p>Upon receipt from Council of a valid Operational Plan for this Development Contribution</p>	<p>Within 24 months of Development Consent</p>
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Purpose of the Development Contribution	Amount of Development Contribution	Date for payment of Development Contribution	Indicative schedule
Projects in the Singleton Local Government Area			
<p><u>Village Master Plan</u> Significant Strategic Project</p> <p>The purpose of this contribution is to contribute towardsto the cost of undertakingdeveloping a significant strategic project within the Singleton Local Government Area. Council will propose the details of the projectVillage Master Plan for approval by the villages of Broke, Bulga and immediate surrounds.</p> <p><u>The Village Master Plan will be developed in a collaborative manner through consultation between the Developer. Once approved by, Council and the local community.</u></p> <p><u>The purpose of the Village Master Plan is to identify projects that will benefit the Developer,community in the project will be implemented in accordance with an Operational Plan</u>local area in which the <u>Bulga Optimisation Project is situated by facilitating the ongoing sustainability of the Bulga, Broke, Milbrodale community.</u></p>	\$ 700 60,000	Upon receipt from Council of a valid Operational Plan for this Development Contribution.	Project & schedule to be developed within 12 months of development consent
<p>Singleton Performing Arts Planning Study</p> <p>The purpose of this contribution is to undertake a planning study for furtherance of the performing arts in the Singleton Local Government Area.</p>	\$80,000	Upon receipt from Council of a valid Operational Plan for this Development Contribution.	Within 24 months of Development Consent
<p>Replacement of Mobile Preschool Vehicle</p> <p>The purpose of this contribution is to contribute towards the cost of replacing the mobile preschool vehicle that services rural areas within the Singleton Local Government Area.</p>	\$65,000	Upon receipt from Council of a valid Operational Plan for this Development Contribution.	Within 12 months of Development Consent
<p><u>Singleton CBD Master Plan Implementation Contribution Stage 1 of Village Master Plan</u></p>	\$ 50 605,000	Upon receipt from Council of a valid Operational Plan for	Within 12 months of Development Consent

<p>The purpose of this contribution is to contribute towards implement the implementation of Stage 1 of the Singleton CBD Village Master Plan in the villages of Broke, Bulga and immediate surrounds. Once developed the Plan will be funded via the creation of a Village Fund through a separate Council restricted asset account to keep the administration costs down.</p> <p>A portion of this contribution (\$155,000) will be expended towards projects, which consists of developing a children's playground and pedestrian areas in Singleton CBD have previously been identified in the Developer's "Our Villages, Our Vision" initiative, including but not limited to:</p> <ul style="list-style-type: none"> • <u>Village Entrance Signage & Associated Works;</u> • <u>Provision of services;</u> • <u>Redevelopment of the Broke Recreation Ground/Skate Park;</u> • <u>Development of McNamara Park; and</u> • <u>Improvements to Bulga Recreation Ground.</u> 		this Development Contribution.	
<p><u>McTaggart Park</u></p> <p>Additional Project</p> <p>The purpose of this contribution is works with respect to contribute towards the cost of undertaking a suitable additional project within the Singleton Local Government Area. Council will propose the details of the project for approval by the Developer. Once approved by the Developer, the project will be implemented in accordance with an Operational Plan development of <u>McTaggart Park.</u></p>	\$90110,000	Upon receipt from Council of a valid <u>Operational Plan</u> and an <u>invoice</u> for this Development Contribution the <u>relevant amount.</u>	Project & schedule to be developed within 12 months of development consent
	\$1,720,000		

TOTAL

~~PART B – ANNUAL CONTRIBUTION TO MAINTENANCE OF PART OF BROKE ROAD~~

Purpose of the Development Contribution	Amount of Development Contribution	Date for payment of Development Contribution
<p><u>Significant Strategic Project</u></p> <p><u>Annual contribution to road maintenance costs</u></p> <p>The purpose of this contribution is to compensate Council for contribute towards the costs incurred by Council in maintaining the additional length cost of Broke Road (1.69km) which was created as undertaking a result of significant strategic project within the Singleton Local Government Area. Council will propose the realignment of Broke Road, which forms part details of the Bulga Optimisation Project project for approval by the Developer. Once approved by the Developer, the project will be implemented in accordance with an Operational Plan.</p>	<p>\$47,975.00* per annum, as adjusted for CPI in accordance with clause 5.3.</p> <p>*This development contribution will not be payable by the Developer in respect of any calendar year in which the open cut is suspended or closed. \$700,000</p>	<p><u>Upon receipt from Council of a valid Operational Plan for this Development Contribution. Commencing on 31 December 2015 in respect of the 2015 calendar year and continuing on 31 December each year thereafter (in respect of the foregoing calendar year) until 31 December 2040.</u></p>
<p><u>Replacement of Mobile Preschool Vehicle</u></p> <p>The purpose of this contribution is to contribute towards the cost of replacing the mobile preschool vehicle that services rural areas within the Singleton Local Government Area.</p>	\$65,000	<p><u>Upon receipt from Council of a valid Operational Plan for this Development Contribution.</u></p>
<p><u>Singleton CBD Master Plan Implementation Contribution – Stage 1</u></p> <p>The purpose of this contribution is to contribute towards the implementation of Stage 1 of the Singleton CBD Master Plan, which consists of developing a children's playground and pedestrian areas in Singleton CBD.</p>	\$50,000	<p><u>Upon receipt from Council of a valid Operational Plan for this Development Contribution</u></p>
<p><u>Bulga Cemetery</u></p> <p><u>Restoration works at Bulga Cemetery</u></p>	25,000	<p><u>Upon receipt from Council of an invoice for the relevant amount.</u></p>
<p><u>Bulga Hall</u></p> <p><u>Upgrade works to the Bulga Hall</u></p>	25,000	<p><u>Upon receipt from Council of an invoice for the relevant amount.</u></p>
<u>TOTAL</u>	<u>\$1,640,000</u>	

PART B – ANNUAL CONTRIBUTION TO MAINTENANCE OF PART OF BROKE ROAD

<u>Purpose of the Development Contribution</u>	<u>Amount of Development Contribution</u>	<u>Date for payment of Development Contribution</u>
<u>Annual contribution to road maintenance costs</u> <u>The purpose of this contribution is to compensate Council for the costs incurred by Council in maintaining the additional length of Broke Road (1.69km) which was created as a result of the realignment of Broke which forms part of the Bulga Optimisation Project.</u>	<u>\$47,975.00* per annum, as adjusted for CPI in accordance with clause 5.3.</u> <u>*This development contribution will not be payable by the Developer in respect of any calendar year in which the open cut is suspended or closed.</u>	<u>Commencing on 31 December 2015 in respect of the 2015 calendar year and continuing on 31 December each year thereafter (in respect of the foregoing calendar year) until 31 December 2040.</u>

PART C – ANNUAL CONTRIBUTION TO LOCAL COMMUNITY INITIATIVES

<u>Purpose of the Community Contribution</u>	<u>Amount of Development Contribution</u>	<u>Date for payment of Community Contribution</u>
<u>Annual contribution to Broke Village Events</u> <u>The purpose of this contribution is to contribute towards the cost of staging community events in the village of Broke.</u>	<u>\$15,000.00 per annum for 10 years, as adjusted for CPI in accordance with clause 5.35.3.</u>	<u>To be paid by the Developer to the relevant local community organisation(s) for 10 years, commencing in 2015, being the year following after the grant of state significant development consent SSD-4960.</u>
<u>Annual contribution to local education and child development</u> <u>The purpose of this contribution is to contribute toward the costs of providing education and child development in the local community in which the Bulga Optimisation Project exists.</u>	<u>\$10,000.00 per annum for 10 years, as adjusted for CPI in accordance with clause 5.35.3.</u>	<u>To be paid by the Developer to the relevant local community organisation(s) for 10 years, commencing in 2015, being the year following after the grant of state significant development consent SSD-4960.</u>

PART D – CONTRIBUTION TO SCEDF

<u>Purpose of the Development Contribution</u>	<u>Amount of Development Contribution</u>	<u>Date for payment of Development Contribution</u>
<p><u>Singleton Community & Economic Development Fund</u></p> <p><u>Any purpose that benefits the public or a section of the public, including but not limited to a purpose specified in section 7.4(2) of the Act, including any such purpose which proactively manages the impacts of mining to secure a prosperous and enjoyable future for residents of the Singleton Local Government Area in accordance with the Policies of the SCEDF, which in turn includes (but is not limited to) the following purposes:</u></p> <p><u>(a) Fostering business and job creation.</u></p> <p><u>(b) Education and training.</u></p> <p><u>(c) Sports and recreation.</u></p> <p><u>(d) Homelessness and mental health.</u></p> <p><u>(e) Infrastructure.</u></p> <p><u>(f) Environmental Sustainability.</u></p>	<p><u>\$1,080,000.00</u></p>	<p><u>On the date of the Deed of Variation entered into between the parties.</u></p>

Schedule 2 - Lands

PART A – LAND

Lot	DP	Owner
25	755264	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
80	755264	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
56	755264	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
2	102103	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
44	755264	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
49	755270	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
1	563668	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
54	755264	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
35	755264	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
1	621145	Bulga Coal Management Pty Ltd
61	755264	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
126	729952	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
39	755270	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
1	376892	Bulga Coal Management Pty Ltd
6	704474	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
22	755264	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
1	435160	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
46	755270	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
1	745971	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
50	755270	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
98	755264	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
79	755270	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
29	755264	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
2	133168	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
38	755270	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
86	755264	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
3	133168	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
14	247398	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
37	755270	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
68	755270	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
75	755270	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
34	755264	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
52	755270	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
15	247398	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
6	755264	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
44	755270	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
3	133135	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
40	755270	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
6	248448	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
B	174788	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
77	755270	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
4	561424	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%

Lot	DP	Owner
62	755270	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
1	445449	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
1	821150	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
109	755264	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
60	755270	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
19	247398	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
1	1145329	Bulga Coal Management Pty Ltd
2	1143947	Commonwealth of Australia
8	248448	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
5	248448	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
3	755264	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
84	856359	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
11	730762	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
20	263943	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
4	755264	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
10	730762	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
274	260663	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
85	856359	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
271	260663	Miller Pohang Coal Co. Pty Limited
3	247398	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
6	561424	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
82	755264	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
11	247398	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
103	755264	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
13	247398	Bulga Coal Management Pty Ltd
10	244826	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
52	755264	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
125	755264	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
6	247398	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
18	247398	Bulga Coal Management Pty Ltd
53	755264	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
5	247398	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
4	247398	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
16	247398	Saxonvale Coal Pty Limited 97.5% and Nippon Steel Australia Pty Limited 2.5%
76	755270	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
2	247398	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
5	561424	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
1	247398	Saxon vale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
51	755264	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
17	247398	Bulga Coal Management Pty Limited
30	755264	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
709	749857	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
852	612261	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
1	62544	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%

Lot	DP	Owner
2	62544	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
1	657988	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
1	47305	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
69	755270	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
191	545559	Bulga Coal Management Pty Ltd
21	811613	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
6	10022	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
192	545559	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
7	10022	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
125	755270	Bulga Coal Management Pty Ltd
17	10022	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
20	811613	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
1	564480	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
1	171648	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
Part Charlton Road		
Part Broke Road		
Various Unnamed Crown Roads		

Note: Some minor works associated with the realignment of utilities may also be required on the following lots owned by Mushroom Compost Pty Ltd:

- Lot 1 DP 136366
- Lot 82 DP 1006883
- Lot 81 DP 1006883

PART B – LAND FOR REGISTRATION OF THIS AGREEMENT

Lot/Folio Identified in	DP	Parish	County	Owner
2844/755 264	DP755264	VERE	NORTH HUMBERLAND	Saxonvale Coal Pty Limited 87.5% and Nippon Steel & Sumitomo Metal Australia Pty Limited Ltd 12.5%
34	DP755 264	VERE	NORTHUMBE RLAND	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
29	DP755 264	VERE	NORTHUMBE RLAND	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
4443/75 5264	DP755264	VERE	NORTHUMBER LAND	Saxonvale Coal Pty Limited 87.5% and Nippon Steel & Sumitomo Metal Australia Pty Limited Ltd 12.5%
24	DP755 264	VERE	NORTHUMBE RLAND	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
436/7552 64	DP784032	WOLLOMBI	NORTHUMBER LAND	Saxonvale Coal Pty Limited 87.5% and Nippon Steel & Sumitomo Metal Australia Pty Limited Ltd 12.5%
26	DP755 264	VERE	NORTHUMBE RLAND	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
30	DP755 264	VERE	NORTHUMBE RLAND	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
27	DP755 264	VERE	NORTHUMBE RLAND	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
25	DP755 264	VERE	NORTHUMBE RLAND	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
81	DP755 264	VERE	NORTHUMBE RLAND	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
2	DP102 103	WOLLO MBI	NORTHUMBE RLAND	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
1	DP102 103	WOLLO MBI	NORTHUMBE RLAND	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
3	DP561 424	WOLLO MBI	NORTHUMBE RLAND	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
2	DP133 168	VERE	NORTHUMBE RLAND	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
4	DP561 424	WOLLO MBI	NORTHU MBERLAND	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
3	DP133 168	VERE	NORT HUMBERLAN D	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
2	DP625 44	WOLLO OMBI	NORTHUMBE RLAND	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
1	DP657 988	WOLLO MBI	NORTHUMBE RLAND	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
1	DP625 44	WOLLO MBI	NORTHUMBE RLAND	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
274	DP260 663	WOLLO MBI	NORTHUMBE RLAND	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
1	DP563 668	WOLLO MBI	NORTHUMBE RLAND	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
709	DP749 857	WOLLO MBI	NORTH UMBERLAND	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
77	DP755 270	WOLLO MBI	NORTHUMBE RLAND	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
45	DP755 270	WOLLO MBI	NORTHUMBE RLAND	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%

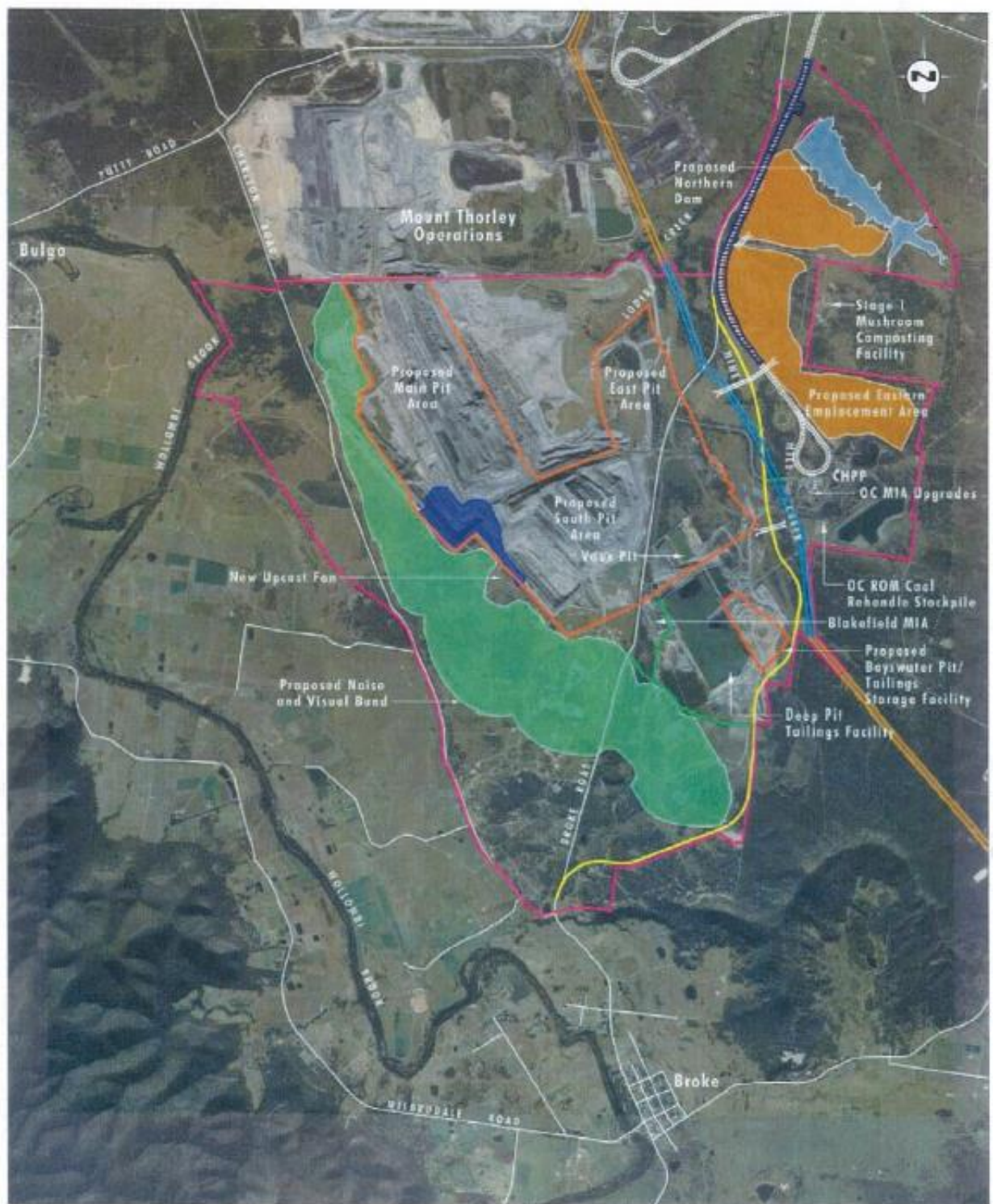
105	DP755 264	VERE	NORTH UMBERLAND	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
1	DP445 449	VERE	NORTHUMBE RLAND	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%
1	DP662 301	VERE	NORTHUMBE RLAND	Saxonvale Coal Pty Limited 87.5% and Nippon Steel Australia Pty Limited 12.5%

~~PART B — PLAN OF THE BULGA OPTIMISATION PROJECT~~

BULGA COAL COMPLEX
Mine Infrastructure Area Lot/DP

GLENCORE





Source: ARM Hatch Pty Limited (March 2012), BCM (2013)

0 1.0 2.0 3.0

Legend

- Project Area
- Coal Extraction Area
- Proposed Noise and Visual Bund
- Proposed Eastern Impoundment Area
- Proposed Northern Dam
- Proposed Rail Siding
- Proposed Broke Road Realignment
- Proposed BCC Access Roads
- Existing 330kV Transmission Line
- Proposed 330kV Transmission Line Realignment
- Proposed Underground Access via Open Cut
- Existing Rail Line

Revised Project - Key Features

Signing page

EXECUTED as an agreement.

Dated: _____

SIGNED by the **Singleton Council**, in
accordance with a resolution passed on:

Signature of authorised person

Signature of General Manager

Name/Office held

Name

EXECUTED by **Bulga Coal Management
Pty Ltd** ACN 48 055 534 391

Signature of director

Signature of director/secretary

Name

Name

Execution Page

Executed as a Deed.

Dated:

Signed, sealed and delivered by **Singleton Council** by its General Manager and Mayor by the affixing of the Common Seal of Council in accordance with resolution dated [insert]

General Manager (Signature)

Mayor (Signature)

Name of General Manager (Print Name)

Name of Mayor (Print Name)

Signed, sealed and delivered by **Bulga Coal Management Pty Limited** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by authority of its directors.

Director/Secretary (Signature)

Director (Signature)

Name of Director/ Secretary (Print Name)

Name of Director (Print Name)
