



# Voluntary Planning Agreement

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Singleton Council (**Council**)

Ravensworth Operations Pty Ltd (**Developer**)

Xstrata Coal Pty Ltd (**Guarantor**)

# Voluntary Planning Agreement

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# Details

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Date 9 July 2012

## Parties

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

Name **Ravensworth Operations Pty Ltd**  
ABN 12 098 937 761  
Short form name **Developer**  
Notice details Ravensworth Operations  
C/O Xstrata Cumnock Management Pty Ltd  
Locked Bag 2  
SINGLETON, NSW, 2330

Name **Xstrata Coal Pty Ltd**  
ABN 18 082 271 930  
Short form name **Guarantor**  
Notice details Xstrata Coal Pty Ltd  
Level 38, Gateway Building  
1 Macquarie Place  
SYDNEY NSW 2000

## Background

- A. Ravensworth Operations Pty Ltd is the proponent of the Ravensworth Operations project (**Ravensworth Operations Project**). The Ravensworth Operations Project is the extension to the currently approved open cut mining operations located between the townships of Singleton and Muswellbrook in New South Wales (NSW). A plan showing the Ravensworth Operations Project, as at the date of this agreement, is set out in Part C of Schedule 2.
- B. On 11 February 2011 Ravensworth Operations Pty Ltd was granted approval (DA 09\_0176) (**Project Approval**) under Part 3A of the *Environmental Planning and Assessment Act 1979* (**the Act**) to develop the Ravensworth Operations Project.
- C. Condition 14 of Schedule 2 of the Project Approval requires the Developer to enter into a planning agreement with the Singleton Council to provide development contributions in accordance with Division 6 of Part 4 of the Act.

- D. The Developer has agreed to provide 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 Project Approval.
- E. The Guarantor has agreed to guarantee the Developer's obligation to provide the Development Contributions, subject to the terms of this Agreement.

# Agreed terms

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## 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) **Development Contributions** means the monetary contributions identified in Schedule 1.
- (f) **End of Mining Operations** means the date on which the Developer ceases to extract coal from the mining pit shell as shown in the Project Approval.
- (g) **GST** has the same meaning as in GST Law.
- (h) **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.
- (i) **GST Law** has the meaning given to that term in the GST Act.
- (j) **Land** means those lots listed in Part A of Schedule 2.
- (k) **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.
- (l) **Operational Plan** means an operational plan approved by Council under section 405 of the *Local Government Act 1993* (NSW).
- (m) **Project Approval** means project approval DA 09\_0176 for the Ravensworth Operations Project over the Land granted by the NSW Minister for Planning on 11 February 2011.
- (n) **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 6 of Part 4 of the Act.

## 3. Application of this Agreement

This Agreement is made in respect of the development the subject of the Project Approval 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 pay to Council the Development Contributions.

### 5.2 Form of Development Contributions

The Development Contributions are to be made:

- (a) for the purpose in column 1 of the tables in Part A and Part 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. Council and the Developer will agree upon an indicative schedule for the execution of the works contemplated by column 1 of the table in Part A of Schedule 1.

### 5.3 Adjustment for CPI

The Development Contributions in Part A of Schedule 1 are not subject to adjustment for changes in CPI.

The Development Contributions in Part B 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 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.

## **5.6 Requirement for invoices**

- (a) Upon receiving a notice from the Developer pursuant to clause 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.

## **5.7 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 5.4 for an amount equalling the amount in column 2 of the table in Part A 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.
- (c) 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.

## **5.8 Use of Development Contributions**

Council shall 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 and Part B of Schedule 1, or as otherwise agreed by the Developer in writing.

## **6. Enforcement and guarantee**

- (a) The Guarantor irrevocably and unconditionally guarantees to the Council that the Developer will pay the Development Contributions required under this Agreement on time.
- (b) If the Developer fails to fulfil its obligations to pay the Development Contributions under this Agreement, the Guarantor must pay that money on demand as if it was the Developer.
- (c) A demand under this clause may be made by the Council at any time and from time to time. A demand must specify the amount owing and how that amount is calculated.
- (d) The guarantee provided under this clause:
  - (i) extends to the present and future balance of the Development Contributions;
  - (ii) is wholly or partially discharged by the whole or partial payment of the Development Contributions;
  - (iii) continues until all of the Development Contributions have been paid in full; and
  - (iv) is a principal and independent obligation and is not ancillary, collateral or limited by reference to any other obligation.
- (e) Despite anything else in this Agreement, the maximum amount which the Guarantor may be required to pay under this Agreement is an amount equal to \$4,320,000 (before adjustment for CPI in accordance with clause 5.3).
- (f) The Guarantor acknowledges entering this document in return for Council agreeing to this Agreement as required under the conditions of the Project Approval.

## **7. Application of s94 and s94A of the Act**

This Agreement does not exclude the operation of sections 94 and 94A of the Act to the Project Approval.

## **8. Registration of this Agreement**

This Agreement is to be registered under section 93H of the Act, but only in respect of those lots listed in Part B of Schedule 2.

## **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.

## **10. Dispute Resolution**

### **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. A party must not commence any court proceedings relating to a dispute unless it complies with this clause 10.

### **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.

### **10.3 Parties to resolve Dispute**

Within 14 days of the party receiving the notice referred to in clause 10.2 the parties (or those parties the subject of the Dispute) must meet to attempt in good faith to resolve the Dispute.

### **10.4 Arbitration**

- (a) If within 21 days of receiving notification under clause 10.2, 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 and 10.3.
- (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.

### **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.

### **10.6 Breach of this clause**

If a party to a Dispute breaches clauses 10.1 to 10.5, the other parties to the Dispute do not have to comply with those clauses in relation to the Dispute.

### **10.7 Court Proceedings**

If the dispute is not resolved within 60 days after notice is given under clause 10.2, then any party which has complied with the provisions of this clause 10, may in writing terminate any dispute resolution process undertaken under clause 10 and may commence court proceedings in relation to the dispute.

### **10.8 No prejudice**

This clause 10 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. Agreement does not fetter discretion

- (a) Nothing in this Agreement shall be construed as requiring 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 any way the exercise of any statutory discretion or duty.

## 12. GST

### 12.1 Defined GST terms

Defined terms used in this clause 12 have the meaning ascribed to them in the GST Law.

### 12.2 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.

### 12.3 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.

### 12.4 GST obligations to survive termination

This clause 12 will continue to apply after expiration of termination of this Agreement.

## 13. Notices

- 13.1 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: Lindy Hyam

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

Fax Number: (02) 6572 4197

Email: [lhyaam@singleton.nsw.gov.au](mailto:lhyaam@singleton.nsw.gov.au)

**Developer**

Attention: Peter Walsh

Address: Ravensworth Operations  
C/O Xstrata Cumnock Management  
Locked Bag 2  
Singleton, NSW, 2330

Fax Number: (02) 6570 0747

Mobile Number: 0419 286 856

Email: [pwalsh@xstratacoal.com.au](mailto:pwalsh@xstratacoal.com.au)

**Guarantor**

Attention: Legal Counsel

Address: Xstrata Coal Pty Ltd  
Level 38, Gateway Building  
1 Macquarie Place  
Sydney NSW 2000

Fax Number: (02) 9241 6898

- 13.2 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.
- 13.3 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.
- 13.4 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.

## 14. 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.

## **15. Costs**

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

## **16. 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.

## **17. 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.

## **18. 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.

## **19. 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.

## **20. 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.

## **21. 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.

## **22. Counterparts**

This Agreement may be executed in any number of counterparts.



# Schedule 1 - Contributions Schedule

## PART A - CAPITAL WORKS CONTRIBUTIONS

Purpose of the Development Contribution	Amount of Development Contribution	Date for payment of Development Contribution
<b>Jerrys Plains Tennis Courts</b> To reconstruct the existing tennis courts for the residents of Jerrys Plains and surrounds.	\$200,000	Upon receipt from Council of a valid Operational Plan for this Development Contribution.
<b>Various Rural Toilets</b> The purpose of this contribution is to upgrade existing toilet facilities at various villages.	\$500,000	Upon receipt from Council of a valid Operational Plan for this Development Contribution.
<b>All Abilities Playground – Stage 6</b> Design and installation of Stage 6 of the All Abilities Playground Master Plan at Rose Point Park, Singleton.	\$120,000	Upon receipt from Council of a valid Operational Plan for this Development Contribution.
<b>Provision of Disability access to the Singleton Senior Citizens Centre</b> The purpose of this contribution is to provide disability access systems to the Singleton Senior Citizens Centre including upgrading ramps, accessible toilets and doorways.	\$60,000	Upon receipt from Council of a valid Operational Plan for this Development Contribution.
<b>Townhead Park Master Plan and Refurbishment</b> Development of a Master Plan and refurbishment of Townhead Park or, <b>Master Plan Implementation of Singleton Gym and Swim</b> The purpose of this contribution is to improve the facilities at the Singleton Gym and Swim. It will provide additional and improved services for improved health and fitness of people in the Singleton Area	\$470,000	Upon receipt from Council of a valid Operational Plan for this Development Contribution.
<b>Disability Access Improvements for CBD &amp; Civic Centre – Kerb and Guttering</b> Disabled access around the CBD e.g. William Street taxi ramp and stage lift at Civic Centre Auditorium.	\$150,000	Upon receipt from Council of a valid Operational Plan for this Development Contribution.
<b>TOTAL</b>	<b>\$1,500,000.00</b>	

## PART B – ANNUAL CONTRIBUTION TO SUSTAINABILITY FUND FOR MAINTENANCE OF CAPITAL WORKS

Purpose of the Development Contribution	Amount of Development Contribution	Date for payment of Development Contribution
<p><b>Annual contribution to road maintenance costs</b></p> <p>The purpose of this contribution is to contribute towards the costs incurred by Council in maintaining roads within the Singleton Local Government Area that will be affected by traffic related to the Ravensworth Operations Project.</p>	<p>\$41,000.00 per annum, as adjusted for CPI in accordance with clause 5.3.</p>	<p>Commencing on 31 December 2014 in respect of the 2014 calendar year and continuing on 31 December each year thereafter (in respect of the foregoing calendar year) until the End of Mining Operations (and adjusted pro rata in the final year).</p>
<p><b>Annual contribution to maintenance of capital works</b></p> <p>The purpose of this contribution is to contribute toward the costs incurred by Council in maintaining the capital works projects as identified by Council.</p>	<p>\$100,000.00* 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 coal mine the subject of the Project Approval incurs an operating loss (ie, before interest, tax, depreciation and amortisation).</p>	<p>Commencing on 31 December 2014 in respect of the 2014 calendar year and continuing on 31 December each year thereafter (in respect of the foregoing calendar year) until the End of Mining Operations (and adjusted pro rata in the final year).</p>



# Schedule 2 - Lands

## PART A - LAND

Lot	DP	County	Parish	Lot	DP	County	Parish
1	124977	DURHAM	VANE	3	232149	DURHAM	LIDDELL
1	125406	DURHAM	LIDDELL	3	561235	DURHAM	VANE
1	137381	DURHAM	VANE	3	662944	DURHAM	VANE
1	137382	DURHAM	VANE	3	747902	DURHAM	RAVENSWORTH
1	151176	DURHAM	VANE	3	774682	DURHAM	RAVENSWORTH
1	159786	DURHAM	VANE	3	784446	DURHAM	RAVENSWORTH
1	213065	DURHAM	LIDDELL	3	859924	DURHAM	RAVENSWORTH
1	393657	DURHAM	SAVOY	3	1114623	DURHAM	VANE
1	393657	DURHAM	HOWICK	4	38725	DURHAM	VANE
1	403032	DURHAM	LIDDELL	4	48555	DURHAM	RAVENSWORTH
1	534889	DURHAM	LIDDELL	4	125406	DURHAM	LIDDELL
1	561235	DURHAM	VANE	4	252530	DURHAM	HOWICK
1	645240	DURHAM	LIDDELL	4	747099	DURHAM	RAVENSWORTH
1	658099	DURHAM	LIDDELL	4	774682	DURHAM	VANE
1	738417	DURHAM	LIDDELL	4	776382	DURHAM	LIDDELL
1	747099	DURHAM	RAVENSWORTH	4	808670	DURHAM	LIDDELL
1	747902	DURHAM	RAVENSWORTH	5	38725	DURHAM	VANE
1	774682	DURHAM	VANE	5	48555	DURHAM	HOWICK
1	776382	DURHAM	LIDDELL	5	125406	DURHAM	LIDDELL
1	780177	DURHAM	SAVOY	5	252530	DURHAM	RAVENSWORTH
1	784446	DURHAM	RAVENSWORTH	5	747099	DURHAM	RAVENSWORTH
1	793886	DURHAM	VANE	5	808670	DURHAM	LIDDELL
1	804150	DURHAM	VANE	5	1077004	DURHAM	VANE
1	808431	DURHAM	LIDDELL	6	38725	DURHAM	VANE
1	823148	DURHAM	VANE	6	125406	DURHAM	LIDDELL
1	859924	DURHAM	RAVENSWORTH	6	808670	DURHAM	LIDDELL
1	940619	DURHAM	VANE	6	1077004	DURHAM	VANE
1	986496	DURHAM	LIDDELL	7	38725	DURHAM	VANE
1	1089848	DURHAM	RAVENSWORTH	7	48555	DURHAM	RAVENSWORTH
1	1095202	DURHAM	LIDDELL	7	125406	DURHAM	LIDDELL
2	6842	DURHAM	VANE	7	808670	DURHAM	LIDDELL
2	38725	DURHAM	VANE	7	859924	DURHAM	RAVENSWORTH
2	137382	DURHAM	VANE	7	1077004	DURHAM	LIDDELL
2	232149	DURHAM	LIDDELL	8	38725	DURHAM	VANE
2	233019	DURHAM	LIDDELL	8	125406	DURHAM	LIDDELL
2	256503	DURHAM	RAVENSWORTH	8	808670	DURHAM	LIDDELL
2	534889	DURHAM	LIDDELL	8	845360	DURHAM	RAVENSWORTH
2	574166	DURHAM	LIDDELL	8	1077004	DURHAM	VANE
2	628645	DURHAM	LIDDELL	9	38725	DURHAM	VANE
2	738417	DURHAM	LIDDELL	9	125406	DURHAM	LIDDELL
2	774682	DURHAM	RAVENSWORTH	9	1077004	DURHAM	VANE
2	784446	DURHAM	RAVENSWORTH	10	38725	DURHAM	VANE
2	804150	DURHAM	VANE	10	125406	DURHAM	LIDDELL
2	808431	DURHAM	LIDDELL	10	1077004	DURHAM	VANE
2	986496	DURHAM	LIDDELL	11	38725	DURHAM	VANE
2	1089848	DURHAM	VANE	11	125406	DURHAM	LIDDELL
3	38725	DURHAM	VANE	11	247943	DURHAM	SAVOY
3	125406	DURHAM	LIDDELL	11	261916	DURHAM	VANE
3	137382	DURHAM	VANE	11	592404	DURHAM	LIDDELL
3	213065	DURHAM	LIDDELL	11	825904	DURHAM	VANE
11	858172	DURHAM	LIDDELL	131	2328	DURHAM	RAVENSWORTH
12	38725	DURHAM	VANE	132	2328	DURHAM	RAVENSWORTH

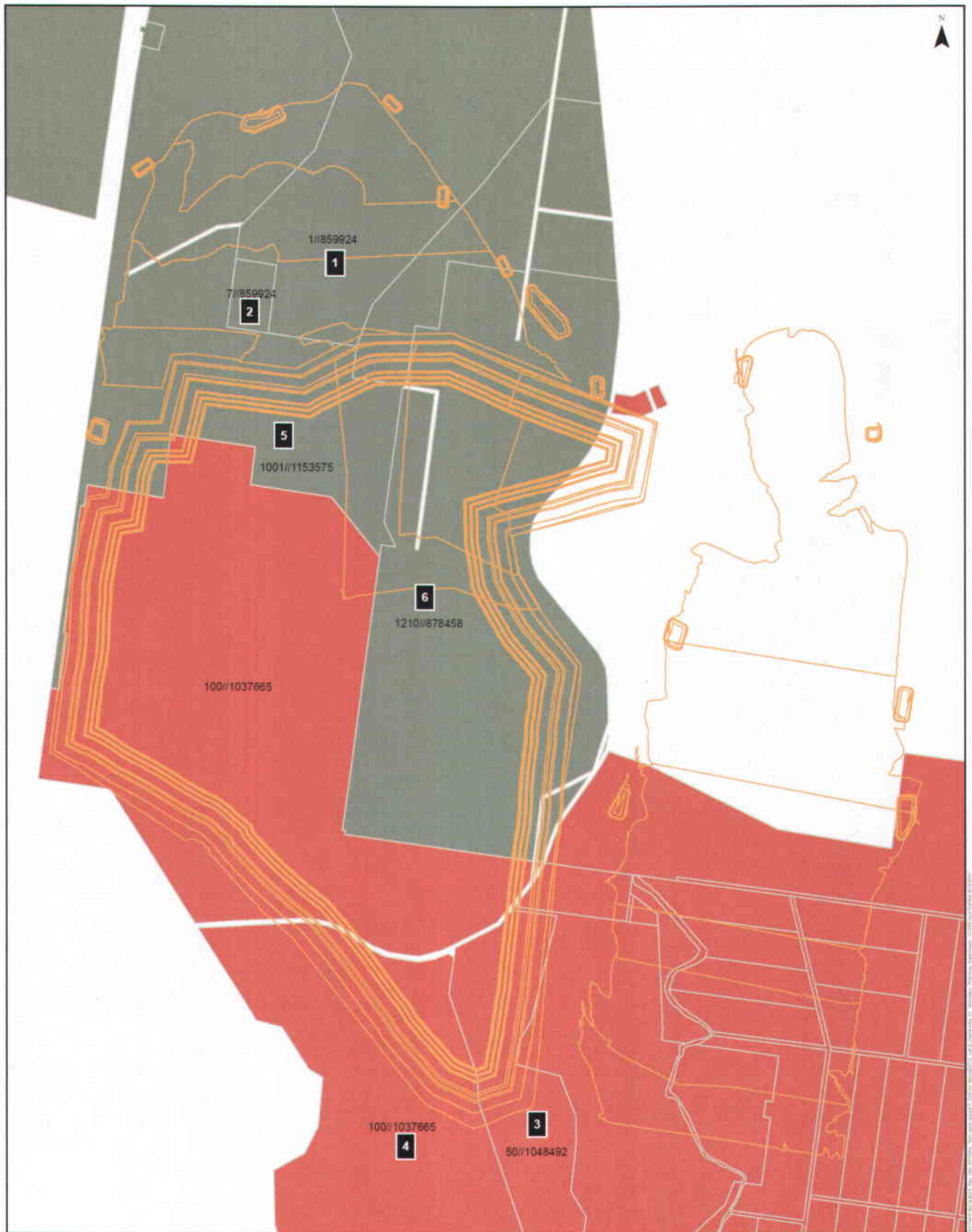
Lot	DP	County	Parish	Lot	DP	County	Parish
12	700554	DURHAM	HOWICK	137	2328	DURHAM	VANE
12	825904	DURHAM	VANE	138	2328	DURHAM	VANE
13	38725	DURHAM	VANE	139	2328	DURHAM	VANE
13	247945	DURHAM	LIDDELL	140	2328	DURHAM	VANE
13	825904	DURHAM	VANE	141	2328	DURHAM	VANE
14	38725	DURHAM	VANE	142	2328	DURHAM	VANE
14	247945	DURHAM	LIDDELL	143	2328	DURHAM	VANE
14	261916	DURHAM	VANE	144	2328	DURHAM	VANE
14	825904	DURHAM	VANE	145	2328	DURHAM	RAVENSWORTH
15	38725	DURHAM	VANE	146	2328	DURHAM	RAVENSWORTH
15	247941	DURHAM	LIDDELL	147	2328	DURHAM	RAVENSWORTH
15	247945	DURHAM	LIDDELL	150	752470	DURHAM	LIDDELL
15	825904	DURHAM	VANE	153	2328	DURHAM	RAVENSWORTH
15	848095	DURHAM	LIDDELL	154	2328	DURHAM	RAVENSWORTH
16	38725	DURHAM	VANE	155	2328	DURHAM	RAVENSWORTH
16	247941	DURHAM	LIDDELL	156	2328	DURHAM	RAVENSWORTH
16	247945	DURHAM	LIDDELL	157	2328	DURHAM	RAVENSWORTH
16	848095	DURHAM	LIDDELL	158	2328	DURHAM	RAVENSWORTH
19	38725	DURHAM	VANE	159	2328	DURHAM	RAVENSWORTH
20	38725	DURHAM	VANE	160	2328	DURHAM	VANE
20	841165	DURHAM	LIDDELL	161	2328	DURHAM	VANE
21	38725	DURHAM	VANE	162	2328	DURHAM	VANE
21	786904	DURHAM	RAVENSWORTH	163	2328	DURHAM	VANE
21	817272	DURHAM	LIDDELL	164	2328	DURHAM	VANE
21	841165	DURHAM	LIDDELL	165	2328	DURHAM	VANE
21	869399	DURHAM	LIDDELL	166	2328	DURHAM	VANE
21	878457	DURHAM	RAVENSWORTH	167	2328	DURHAM	VANE
22	841165	DURHAM	LIDDELL	180	858299	DURHAM	LIDDELL
22	869399	DURHAM	LIDDELL	181	1126510	DURHAM	LIDDELL
22	878457	DURHAM	RAVENSWORTH	182	975271	DURHAM	LIDDELL
23	841165	DURHAM	LIDDELL	183	975271	DURHAM	LIDDELL
24	841165	DURHAM	LIDDELL	184	975271	DURHAM	LIDDELL
31	585169	DURHAM	VANE	200	975271	DURHAM	LIDDELL
32	545601	DURHAM	LIDDELL	201	975271	DURHAM	LIDDELL
32	585169	DURHAM	VANE	202	975271	DURHAM	LIDDELL
38	752481	DURHAM	RAVENSWORTH	300	856881	DURHAM	RAVENSWORTH
50	1048492	DURHAM	RAVENSWORTH	304	868175	DURHAM	RAVENSWORTH
51	1048492	DURHAM	RAVENSWORTH	310	848411	DURHAM	LIDDELL
58	752481	DURHAM	RAVENSWORTH	321	860535	DURHAM	RAVENSWORTH
89	752470	DURHAM	LIDDELL	502	864519	DURHAM	LIDDELL
100	700429	DURHAM	LIDDELL	601	1019325	DURHAM	SAVOY
100	858173	DURHAM	LIDDELL	602	1019325	DURHAM	LIDDELL
100	868268	DURHAM	LIDDELL	1210	878458	DURHAM	RAVENSWORTH
100	1037665	DURHAM	RAVENSWORTH	1211	878458	DURHAM	VANE
101	700429	DURHAM	LIDDELL	1241	1007536	DURHAM	RAVENSWORTH
101	825292	DURHAM	LIDDELL	1242	1007536	DURHAM	RAVENSWORTH
101	1037665	DURHAM	RAVENSWORTH	1481	1129164	DURHAM	LIDDELL
122	872131	DURHAM	VANE	3000	1132357	DURHAM	RAVENSWORTH
129	2328	DURHAM	RAVENSWORTH	3001	1132357	DURHAM	RAVENSWORTH
130	2328	DURHAM	RAVENSWORTH	7001	93617	DURHAM	LIDDELL
133	2328	DURHAM	VANE	2A	6842	DURHAM	VANE
134	2328	DURHAM	VANE	A	158063	DURHAM	VANE
135	2328	DURHAM	VANE	2	534889	DURHAM	LIDDELL
136	2328	DURHAM	VANE	4	232149	DURHAM	LIDDELL

Lot	DP	County	Parish	Lot	DP	County	Parish
3	232149	DURHAM	LIDDELL	5	1077004	DURHAM	VANE
32	545601	DURHAM	LIDDELL	1	780177	DURHAM	SAVOY
2	1089438	DURHAM	LIDDELL	6	125406	DURHAM	LIDDELL
12	592404	DURHAM	LIDDELL	7	125406	DURHAM	LIDDELL
2A	6842	DURHAM	VANE	8	125406	DURHAM	LIDDELL
2	6842	DURHAM	VANE				
<b>Hillcrest Offset Area</b>							
13	752486	DURHAM	SAVOY	175	752465	DURHAM	HERSCHELL
3	532671	DURHAM	LIDDELL	147	752486	DURHAM	SAVOY
321	861090	DURHAM	SAVOY	176	752465	DURHAM	HERSCHELL
7	6841	DURHAM	SAVOY	159	752470	DURHAM	LIDDELL
8	6841	DURHAM	SAVOY	1	567124	DURHAM	LIDDELL
10	6841	DURHAM	LIDDELL	139	752470	DURHAM	LIDDELL
3	233020	DURHAM	LIDDELL	170	752486	DURHAM	SAVOY
138	752470	DURHAM	LIDDELL	311	549456	DURHAM	LIDDELL
132	752470	DURHAM	LIDDELL				
<b>Stewart Offset Area</b>							
61	1058720	DURHAM	BALMORAL / SAVOY				
<b>Clifton Offset Area</b>							
50	1124127	DURHAM	SAVOY	53	1124127	DURHAM	SAVOY



## PART B – LAND FOR REGISTRATION OF THIS AGREEMENT

Lot	DP	County	Parish	Owner(s) (at the date of this agreement)
1	859924	DURHAM	RAVENSWORTH	Cumnock No.1 Colliery Pty Ltd and ICRA Cumnock Pty Ltd
7	859924	DURHAM	RAVENSWORTH	Cumnock No.1 Colliery Pty Ltd and ICRA Cumnock Pty Ltd
50	1048492	DURHAM	RAVENSWORTH	Ravensworth Operations Pty Ltd
100	1037665	DURHAM	RAVENSWORTH	Ravensworth Operations Pty Ltd
1001	1153575	DURHAM	RAVENSWORTH	Cumnock No.1 Colliery Pty Ltd and ICRA Cumnock Pty Ltd
1210	878458	DURHAM	RAVENSWORTH	Cumnock No.1 Colliery Pty Ltd and ICRA Cumnock Pty Ltd



- Annual Dig Dump and Full Pit Shell
- Cumnock No.1 Colliery Pty Limited 90%, Icara Cumnock Pty Limited 10%
- Ravensworth Operations Pty Limited

**RAVENSWORTH NORTH  
VOLUNTARY PLANNING AGREEMENT**

DEC 2011  
60144625



## PART C – PLAN OF THE RAVENSWORTH OPERATIONS PROJECT



### Legend

- |   |   |
|---|---|
| <span style="border: 2px solid red; padding: 2px;"> </span> Project Area  | <span style="border-bottom: 1px solid black; width: 20px; display: inline-block;"></span> Existing Infrastructure                                     |
| <span style="border: 2px solid blue; padding: 2px;"> </span> Ravensworth North Pit  | <span style="border-bottom: 1px dashed black; width: 20px; display: inline-block;"></span> Proposed Infrastructure                                    |
| <span style="border: 2px solid yellow; padding: 2px;"> </span> Out of Pit Overburden Emplacement                              | <span style="border-bottom: 1px solid black; width: 20px; display: inline-block;"></span> Existing EnergyAustralia 66kV Powerline                     |
| <span style="border: 2px solid pink; padding: 2px;"> </span> Narama Extension   | <span style="border-bottom: 1px dashed black; width: 20px; display: inline-block;"></span> Proposed EnergyAustralia 66kV Powerline                    |
| <span style="border-bottom: 1px solid green; width: 20px; display: inline-block;"></span> Existing 330kV Transmission Line    | <span style="display: inline-block; width: 10px; height: 10px; background-color: black; border-radius: 50%;"></span> Mine Owned Residence             |
| <span style="border-bottom: 1px dashed green; width: 20px; display: inline-block;"></span> Proposed 330kV Transmission Line   | <span style="display: inline-block; width: 10px; height: 10px; background-color: red; border-radius: 50%;"></span> Private Residence                  |
| <span style="border-bottom: 1px solid black; width: 20px; display: inline-block;"></span> Proposed Lemington Road Realignment | <span style="display: inline-block; width: 10px; height: 10px; background-color: green; border-radius: 50%;"></span> Private Residence with Agreement |
| <span style="border-bottom: 1px solid black; width: 20px; display: inline-block;"></span> Proposed Mine Access Road           |   |

FIGURE 3.4

Revised Ravensworth  
Operations Project



# Signing page

**EXECUTED** as an agreement.

Dated: 9 July 2012

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

S. Moore

Signature of authorised person

Susan Moore

Name/Office held

Lindy Hyam

Signature of General Manager

LINDY Hyam

Name

**EXECUTED** by **Ravensworth Operations Pty  
Ltd ACN 098 937 761**

P. Wilkes

Signature of director

PATRICK WILKES

Name

Anthony Galvin

Signature of director/secretary

Anthony GALVIN

Name

**EXECUTED** by **Xstrata Coal Pty Ltd ACN  
082 271 930**

Ian Cribb

Signature of director

IAN CRIBB

Name

Nicholas Talbot

Signature of director/secretary

Nicholas Talbot

Name