

Minister for the Environment

ABN 30 841 387 271

Cessnock City Council

ABN 60 919 148 928

Hunter Land Holdings Pty Limited

ACN 110 974 439

Averys Rise Investor Pty Limited

ACN 163 654 813

Lindsay James George Elliott

Graham John Field

Pamela Joy Field

HL Eco Trades Pty Ltd

ACN 131 137 258

Planning Agreement

Environmental Planning and Assessment Act 1979

Table of contents

1.	Definitions and Interpretation	1
1.1	Definitions	1
2.	Operation and status of this Agreement.....	6
3.	Application of the Agreement.....	6
4.	Application of section 94, section 94A and section 94EF of the Act.....	6
5.	Requirement to provide the Development Contribution	6
6.	Land ownership and Registration of this Agreement	7
6.1	Ownership	7
6.2	Registration of this Agreement	7
6.3	Release and discharge of this Agreement	8
6.4	Caveat.....	8
7.	Security and enforcement.....	9
7.1	Security	9
7.2	Enforcement.....	9
7.3	No prevention to enforcement	9
7.4	Construction Certificate	9
8.	Dispute resolution	10
8.1	Not commence	10
8.2	Written notice of dispute	10
8.3	Attempt to resolve	10
8.4	Mediation.....	10
8.5	Court proceedings	10
8.6	Not use information	10
8.7	No prejudice	10
9.	GST.....	11
9.1	Interpretation	11
9.2	Intention of the parties	11
9.3	Reimbursement	11
9.4	Consideration GST exclusive	11
9.5	Additional amount of GST payable	12
9.6	Variation	12
9.7	Exchange of non-monetary consideration.....	12
9.8	No merger	13
10.	Assignment and Dealing	13
10.1	Landowner's right to sell Land	13
11.	Release and indemnity	13
12.	Costs	14
13.	Effect of Schedulised terms and conditions.....	14
14.	General provisions	14
14.1	Exercise of Minister's Powers.....	14
14.2	Entire Agreement	14
14.3	Counterparts	15
14.4	Further Acts.....	15
14.5	Governing Law and Jurisdiction.....	15

14.6	Joint and individual liability and benefits	15
14.7	No fetter	15
14.8	Representations and warranties	15
14.9	Severability.....	15
14.10	Modification	15
14.11	Waiver.....	15
14.12	Good Faith	16
15.	Notices	16
15.1	Form.....	16
15.2	Receipt.....	17
Schedule 1 - Requirements under section 93F of the Act.....		19
Schedule 2 - Land.....		21
Schedule 3 – Development Contribution.....		22
Annexure A – Onsite Environmental Offset Land.....		33

Agreement made at **on**

Parties

Minister for the Environment ABN 30 841 387 271 of Level 32 Governor Macquarie Tower, 1 Farrer Place, Sydney NSW 2000 ("**Minister**")

Cessnock City Council ABN 60 919 148 928 of 62-78 Vincent Street Cessnock NSW 2325 ("**the Council**")

Hunter Land Holdings Pty Limited ACN 110 974 439 of 1 Hartley Drive, Thornton NSW 2322 ("**Hunter Land**")

Averys Rise Investor Pty Limited ACN 163 654 813 of Level 2, 77 Hunter Street, Newcastle NSW 2300 ("**ARI**")

Lindsay James George Elliott of 57 Averys Lane Buchanan NSW 2323 ("**Elliott**")

Graham John Field of P.O. Box 30 Murgon QLD 4605

Pamela Joy Field of P.O. Box 30 Murgon QLD 4605 (together "**Field**")

HL Eco Trades Pty Ltd ACN 131 137 258 of 1 Hartley Drive, Thornton NSW 2322 ("**HL Eco**")

Background

- A. Each Landowner owns that part of the Land as nominated to be owned by it in Schedule 2 which includes the Offsite Environmental Land and the Onsite Environmental Land.
- B. Hunter Land, ARI, Elliot and Field have sought an amendment to the LEP to rezone the Land in order to allow the Proposed Development on the Land.
- C. Hunter Land, ARI, Elliot and Field intend to lodge with the Council a Development Application(s) for the Proposed Development.
- D. Hunter Land, ARI, Elliot and Field have offered to make the Development Contribution, including procuring HL Eco to transfer the Offsite Environmental Land.
- E. The parties have therefore agreed to enter into this Agreement to make the Development Contribution.

Operative provisions

1. Definitions and Interpretation

1.1 Definitions

The meaning of capitalised terms and the provisions relating to the interpretation of this Agreement are as follows:

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

Agreement means this Planning Agreement.

Alternate Onsite Environmental Land Contribution means:



- (a) the management of the Onsite Environmental Land under a Conservation Agreement;
- (b) the Minister and the Landowner entering into a Biobanking Agreement;
- (c) the Minister consenting to a Property Vegetation Plan; or
- (d) any other contribution determined by the Minister to be appropriate,

with respect to the Onsite Environmental Land.

Application means an application for any Approval.

Approval means any approvals, consents, modifications, Part 4A Certificates, Part 3A of the Act approvals, State Significant Development or State Significant infrastructure Approvals under the Act, certificates, Construction Certificates, Compliance Certificate, Occupation Certificates, Complying Development Certificates, permits, endorsements, licences, conditions or requirements (and any variations to them) which may be required by law for the Proposed Development or for the commencement or carrying out of works contemplated by this Agreement.

Authority means any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes an accredited certifier accredited under the Building Professionals Act 2005 (NSW).

Biobanking Agreement means a biobanking agreement under the *Threatened Species Conservation Act 1995* (NSW).

Business Day means any day except for Saturday or Sunday or a day which is a public holiday in Sydney.

Claim means any allegation, debt, cause of action, liability, claim, proceedings, suit or demand of any nature however arising and whether fixed or unascertained, actual or contingent whether in law, in equity, under statute or otherwise.

Commencement Date means the date that this Agreement operates under clause 2(b).

Commercial Premises has the same meaning as commercial premises under the Standard Instrument.

Consent Authority means, in relation to an Application, the Authority having the function to determine that Application.

Conservation Agreement has the same meaning as in the NPW Act.

Construction Certificate means a certificate referred to in section 109C (1) (b) of the Act.

Development Application means each Application made or to be made under Part 4 of the Act, by or on behalf of the Landowner, for consent to develop the whole or any part of the Land.

Development Consent means Approval by the Consent Authority under Part 4 of the Act in response to a Development Application, including any Modification of it.

Development Contribution means:

- (a) the Environmental Contribution; and
- (b) Offsite Environmental Land Contribution; and
- (c) Onsite Environmental Land Contribution.

Environmental Contribution means a monetary contribution of \$30,000 to be provided in accordance with Schedule 3 to this Agreement.

Explanatory Note means the explanatory note required by the Regulation.

Gazettal means the publication on the NSW legislation website under section 34(5) of the Act of the making by the Minister administering the Act of the amendment to the LEP.

General Register of Deeds means the land registry so entitled and maintained under the *Conveyancing Act 1919 (NSW)*.

GST has the meaning it has in the GST Act.

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

Land means the land described in Schedule 2, and as shown on the plans attached as Annexure A.

Landowner means the owner of the Land from time to time, and where the context permits includes all of the owners of the Land.

LEP means the Cessnock Local Environmental Plan 2011.

LPI means the Land and Property Information divisions of the Department of Finance and Services or any similar department or authority that may be established from time to time.

NPW Act means the *National Parks and Wildlife Act 1974 (NSW)*.

Offsite Environmental Land means Lot 119 DP 752445.

Offsite Environmental Land Contribution means the dedication of the Offsite Environmental Land in accordance with Schedule 3 of this Agreement.

Onsite Environmental Land means that part of the Land as generally identified on the plan attached as Annexure A to this Agreement and shown as "E2 – Environmental Conservation".

Onsite Environmental Land Contribution means:

- (a) the Original Onsite Environmental Land Contribution; or
- (b) the Alternate Onsite Environmental Land Contribution.

Onsite Environmental Land Subdivision means a subdivision of the Land to create a separate lot or lots for the Onsite Environmental Land.



Original Onsite Environmental Land Contribution means the dedication of the Onsite Environmental Land to the Minister for reservation under the NPW Act, management of the Onsite Environmental Land by the Office of Environment and Heritage, or other measure the Minister determines appropriate for the conservation of the Onsite Environmental Land in accordance with Schedule 3 of this Agreement.

Party means a party to this Agreement, including their respective successors and assigns.

Property Vegetation Plan means a property vegetation plan for land under the *Native Vegetation Act 2003* (NSW), not being a plan that proposes broadscale clearing of native vegetation within the meaning of the *Native Vegetation Act 2003* (NSW).

Proposed Development means development of the purpose of residential and other ancillary development on part of the Land.

Real Property Act means the *Real Property Act 1900* (NSW).

Register means the Torrens Title register maintained under the Real Property Act.

Regulation means the *Environmental Planning and Assessment Regulation 2000* (NSW).

Residential Accommodation has the same meaning as residential accommodation under the Standard Instrument.

Service Easements means easements for services and drainage which are noted on the Subdivision Plan or any other encumbrances as agreed with the Minister.

Standard Instrument means *Standard Instrument (Local Environmental Plans) Order 2006* as at the date of this Agreement.

Strata Certificate has the same meaning as in the Strata Schemes Act.

Strata Plan means a strata plan or strata plan of subdivision within the meaning of the Strata Schemes Act.

Strata Schemes Act means the Strata Schemes (Freehold Development) Act 1973 (NSW).

Subdivision Certificate means a certificate issued under section 109C(1)(d) of the Act.

Subdivision Plan means the plan for the Onsite Environmental Land Subdivision contained in any Application submitted to the relevant Authority.

Super Lot means a lot that forms part of the Land which, following the registration of a Plan of Subdivision, is intended for further subdivision (including strata and community title subdivision):

- (a) for Residential Accommodation, or
- (b) to be used for Commercial Premises.



Taxes means taxes, levies, imposts, charges and duties imposed by any Authority (including stamp and transaction duties) together with any related interest, penalties, fines and expenses in connection with them, except if imposed on, or calculated having regard to, the net income of the Minister or the Environment Minister.

Transfer means a transfer in the approved form under the Real Property Act which is duly stamped, signed and otherwise in registrable form for the purpose of transferring the Offsite Environmental Land or the Onsite Environmental Land (as the case may be) to the Minister or her nominee.

Urban Lot means a lot that forms part of the Land to be created by the registration of a:

- (a) Plan of Subdivision and is intended to be developed for Residential Accommodation; or
- (b) Strata Plan and has been or is being developed for Residential Accommodation,

but excluding any Super Lots.

1.2 Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (b) **"person"** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;
- (d) a reference to a document is to that document as varied, novated, ratified or replaced from time to time;
- (e) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (g) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Agreement, and a reference to this Agreement includes all schedules, exhibits, attachments and annexures to it;
- (h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (i) **"includes"** in any form is not a word of limitation;

- (j) a reference to "\$" or "dollar" is to Australian currency;
- (k) the Schedules and Annexures to this Agreement form part of this Agreement; and
- (l) if a party to this Agreement is made up of more than one person:
 - (i) an obligation of those persons is several;
 - (ii) a right of those persons is held by each of them severally; and
 - (iii) any references to that party is a reference to each of those persons separately, so that (for example), a representation, warranty or undertaking is given by each of them separately.

2. Operation and status of this Agreement

- (a) The Parties agree that this Agreement is a planning agreement within the meaning of section 93F of the Act.
- (b) This Agreement is entered into and takes effect on its execution by all the Parties.
- (c) This Agreement will terminate 2 months after the later of the date of the:
 - (i) provision of the Environmental Contribution; or
 - (ii) transfer of the Offsite Environmental Land; or
 - (iii) provision of the Onsite Environmental Land Contribution,in accordance with clause 5 of this Agreement.

3. Application of the Agreement

This Agreement applies to the Land and the Proposed Development.

4. Application of section 94, section 94A and section 94EF of the Act

- (a) The application of sections 94, 94A and section 94EF are excluded to the extent stated in Schedule 1 to this Agreement.
- (b) For the avoidance of doubt, any benefits under this Agreement are not to be taken into consideration in determining a development contribution under section 94 of the Act.

5. Requirement to provide the Development Contribution

- (a) The Landowner undertakes to provide or procure the provision of the Development Contribution in the manner and at the times as set out in Schedule 3 to this Agreement and the Parties agree to abide by the procedures and obligations as set out in Schedule 3 to this Agreement.

- (b) The Landowner covenants and agrees that to the extent a Development Contribution of the Landowner is stated or implied as having a particular purpose or use, the Minister:
- (i) has no obligation to use or spend a Development Contribution for a particular purpose or use; and
 - (ii) does not warrant or represent that any specified or unspecified work is to be provided; and
 - (iii) is not required to repay to the Landowner any monetary contribution or part thereof; and
 - (iv) has no obligation to monitor or follow-up the use of a Development Contribution.

6. Land ownership and Registration of this Agreement

6.1 Ownership

Each Landowner separately represents and warrants to the Minister that as at the date of this Agreement:

- (a) it is the legal and beneficial owner of that part of the Land which is nominated as being owned by it in Schedule 2; or
- (b) legally and beneficially entitled to become the owner of the Land and will become the legal and beneficial owner of the Land, prior to the date that this Agreement is required to be registered under clause 6.2 of this Agreement; and
- (c) legally and beneficially entitled to obtain all consents and approvals and to compel any person referred to in or contemplated by clause 6.2(b)(i) to assist, cooperate and otherwise to do all things necessary for it to comply with its obligations under clause 6.2.

6.2 Registration of this Agreement

- (a) As contemplated by section 93H of the Act, each Landowner, within 10 Business Days of the date of this Agreement, agrees to procure the registration of this Agreement under the Real Property Act in the relevant folios of the Register for the Land.
- (b) Each Landowner, at its own expense, will take all practical steps, and otherwise do anything that the Minister reasonably requires, to procure:
 - (i) the consent of each person who:
 - A. has an estate or interest in the Land registered under the Real Property Act; or
 - B. is seized or possessed of an estate or interest in the Land; and
 - (ii) the execution of any documents; and
 - (iii) the production of the relevant duplicate certificates of title,

to enable the registration of this Agreement under the Real Property Act in the relevant folios of the Register for the Land in accordance with section 93H of the Act.

- (c) Each Landowner will, within 10 Business Days of registration of this Agreement on the relevant folios of the Register for the Land in accordance with clause 6.2(a) and (b) above, provide the Minister with a copy of the relevant folios of the Register for the Land.

6.3 Release and discharge of this Agreement

- (a) The Minister agrees to do all things reasonably required by the Landowner to release and discharge this Agreement, such that it is no longer registered on the relevant folios under section 93H of the Act:
 - (i) in relation to all lots, upon the Landowner satisfying all of its obligations under this Agreement, or
 - (ii) in relation to Urban Lots, the issuing of a Subdivision Certificate or Strata Certificate (as the case may be) in respect of any lot other than a Super Lot, or
 - (iii) in relation to the Onsite Environmental Land, at the same time as:
 - A. any Transfers are lodged for registration under clause 3.2 of Schedule 3, or
 - B. any Conservation Agreement is lodged for registration under clause 3.4 of Schedule 3, or
 - C. the Alternate Onsite Environmental Land Contribution is provided in accordance with clause 3.1(d) of Schedule 3,
 - (iv) in relation to the Offsite Environmental Land, at the same time as the Transfer is lodged for registration under clause 4.1 of Schedule 3.
- (b) If through error or other reason this Agreement is registered on the title to any Urban Lot or the Offsite Environmental Land or the Onsite Environmental Land (once it is transferred under Schedule 3), each Party must do such things as are reasonably necessary, as requested by the other, to facilitate the lodging and grant of a request for the registration of this Agreement to be removed from the title to that lot.

6.4 Caveat

Each Landowner acknowledges and agrees that:

- (a) the Minister is deemed to have acquired, and the Landowner is deemed to have granted, an equitable estate and interest in the Offsite Environmental Land and the Onsite Environmental Land for the purposes of section 74F(1) of the Real Property Act and consequently the Minister has a sufficient interest in the Offsite Environmental Land and the Onsite Environmental Land in respect of which to lodge with the LPI a caveat notifying that interest;



- (b) it will not object to the Minister lodging a caveat in the relevant folio of the Register for the Offsite Environmental Land and the Onsite Environmental Land nor will it seek to remove any caveat lodged by the Minister;
- (c) it will indemnify and keep indemnified Minister against all Claims made against the Minister including, without limitation, Claims made by the Landowner or any other person who has an estate or interest in any part of the Offsite Environmental Land and the Onsite Environmental Land registered under the Real Property Act, by virtue of or in connection to the Minister lodging a caveat in the relevant folio of the Register for the Offsite Environmental Land and the Onsite Environmental Land.

7. Security and enforcement

7.1 Security

In consideration of the Minister entering into this Agreement, the Landowner has agreed to provide security to the Minister for performance of the Landowner's obligations under this Agreement by

- (a) the registration of this Agreement under clause 6.2 of this Agreement; and
- (b) agreeing to clauses 3.3 and 4.2 of Schedule 3; and
- (c) by agreeing to clauses 6.4 and 7.4.

7.2 Enforcement

This Agreement may be enforced by any Party in any court of competent jurisdiction.

7.3 No prevention to enforcement

For the avoidance of doubt, nothing in this Agreement prevents:

- (a) a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates; and
- (b) the Minister or Council from exercising any function under any Legislation, including the Act, or any other Legislation or Law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.

7.4 Construction Certificate

- (a) The Landowner agrees and the Council acknowledges that it is a requirement of this Agreement that no Construction Certificate may be issued for any part of the Proposed Development whilst the Environmental Contribution remains unpaid.
- (b) The Minister will promptly, on receipt of the Environmental Contribution, issue a notice to the Developer confirming that the Environmental Contribution has been properly made by the Developer and accepted by the Minister.

8. Dispute resolution

8.1 Not commence

A party must not commence any court proceedings relating to a dispute unless it complies with this clause 8.

8.2 Written notice of dispute

A party claiming that a dispute has arisen under or in relation to this Agreement must give written notice to the other party specifying the nature of the dispute.

8.3 Attempt to resolve

On receipt of notice under clause 8.2, the parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or other techniques agreed by them.

8.4 Mediation

If the parties do not agree within 21 days of receipt of notice under clause 8.2 (or any further period agreed in writing by them) as to:

- (a) the dispute resolution technique and procedures to be adopted;
- (b) the timetable for all steps in those procedures; or
- (c) the selection and compensation of the independent person required for such technique,

the parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of NSW. The parties must request the president of the Law Society of NSW or the president's nominee to select the mediator and determine the mediator's remuneration.

8.5 Court proceedings

If the dispute is not resolved within 60 days after notice is given under clause 8.2 then any party which has complied with the provisions of this clause 8 may in writing terminate any dispute resolution process undertaken under this clause and may then commence court proceedings in relation to the dispute.

8.6 Not use information

The parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement under this clause 8 is to attempt to settle the dispute. No party may use any information or documents obtained through any dispute resolution process undertaken under this clause 8 for any purpose other than in an attempt to settle the dispute.

8.7 No prejudice

This clause 8 does not prejudice the right of a party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this Agreement.

9. GST

9.1 Interpretation

In this clause 9:

- (a) except where the context suggests otherwise, terms used in this clause 9 have the meanings given to those terms by the GST Act (as amended from time to time);
- (b) any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 9; and
- (c) a reference to something done (including a supply made) by a party includes a reference to something done by any entity through which that party acts.

9.2 Intention of the parties

- (a) Without limiting the operation of this clause 9, the parties intend that:
 - (i) Divisions 81 and 82 of the GST Act apply to the supplies made under and in respect of this Agreement;
 - (ii) no tax invoices will be exchanged between the parties; and
 - (iii) no additional amounts will be payable on account of GST.
- (b) If it is subsequently determined that GST is payable by the Landowner in respect of any supply made pursuant to this Agreement, the Landowner must pay to the Minister an amount equal to the Minister's liability for GST in respect of the relevant supply to the Minister within 10 Business Days after the Minister has provided a tax invoice to the Landowner with respect to the supply to the Minister.
- (c) The Landowner indemnifies the Minister against any claims against, or costs, losses or damages suffered or incurred by the Principal, arising out of, or in any way in connection with, the Minister's liability for GST in respect of any supply made pursuant to this Agreement.

9.3 Reimbursement

Any payment or reimbursement required to be made under this Agreement that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which any entity is entitled for the acquisition to which the cost, expense or amount relates.

9.4 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Agreement are exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purposes of this clause 9.

9.5 Additional amount of GST payable

Subject to clause 9.7, if GST becomes payable on any supply made by a party ("**Supplier**") under or in connection with this Agreement:

- (a) any party ("**Recipient**") that is required to provide consideration to the Supplier for that supply must pay an additional amount to the Supplier equal to the amount of GST payable on that supply ("**GST Amount**"), and:
 - (i) where that GST Amount is payable by the Minister, the GST Amount will be limited to the amount of the input tax credit (if any) to which the Minister (or the representative member of any GST group of which the is a member) is entitled in relation to the Minister's acquisition of that supply and is payable within 5 Business Days after the Minister, in any capacity, is a member) has received the benefit of that input tax credit; and
 - (ii) in any other case, the GST Amount is payable at the same time as any other consideration is to be first provided for that supply; and
- (b) the Supplier must provide a tax invoice to the Recipient for that supply, no later than the time at which the GST Amount for that supply is to be paid in accordance with clause 9.5(a).

9.6 Variation

- (a) If the GST Amount properly payable in relation to a supply (as determined in accordance with clause 9.5 and clause 9.7), varies from the additional amount paid by the Recipient under clause 9.5, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this clause 9.6(a) is deemed to be a payment, credit or refund of the GST Amount payable under clause 9.5.
- (b) The Supplier must issue an adjustment note to the Recipient in respect of any adjustment event occurring in relation to a supply made under or in connection with this Agreement as soon as reasonably practicable after the Supplier becomes aware of the adjustment event.

9.7 Exchange of non-monetary consideration

- (a) To the extent that the consideration provided for the Supplier's taxable supply to which clause 9.5 applies is a taxable supply made by the Recipient (the "**Recipient Supply**"), the GST Amount that would be otherwise be payable by the Recipient to the Supplier in accordance with clause 9.5 shall:
 - (i) if the Supplier is the Minister, be reduced by the amount of the input tax credit (if any) to which the Minister (or the representative member of any GST group of which the Minister, in any capacity, is a member) is entitled in relation to the Minister's acquisition of the Recipient Supply; and
 - (ii) in any other case, be reduced by the amount of GST payable by the Recipient on the Recipient Supply.



- (b) The Recipient must issue to the Supplier an invoice for any Recipient Supply on or before the time at which the Recipient must pay the GST Amount in accordance with clause 9.5 (or the time at which such GST Amount would have been payable in accordance with clause 9.5 but for the operation of clause 9.7(a)).

9.8 No merger

This clause will not merge on completion or termination of this Agreement.

10. Assignment and Dealing

10.1 Landowner's right to sell Land

- (a) The Landowner must not sell, transfer or dispose of the whole or any part of the Land unless, before it sells, transfers or disposes of any such part of the Land to another person ("**Transferee**"):
- (i) it satisfies the Minister acting reasonably that the proposed Transferee is financially capable (including, without limitation, by providing financial statements for, and credit standing of, the proposed transferee) of complying with such of the Landowner's obligations under this Agreement as the Minister acting reasonably shall nominate must be adopted by the Transferee ("**Required Obligations**");
 - (ii) the rights of the Minister under this Agreement are not diminished or fettered in any way;
 - (iii) the Transferee signs an acknowledgement in form and substance acceptable to the Minister by which the Transferee acknowledges that under section 93H(3) of the Act the Transferee is, upon and following transfer of the Land, bound by this Agreement; and
 - (iv) the Minister is satisfied that it holds appropriate security to secure the Landowner's obligations under this Agreement; and
 - (v) any default by the Landowner has been remedied by the Landowner or waived by the Minister; and
 - (vi) the Landowner and the Transferee pay the Minister's reasonable costs in relation to the transfer.

11. Release and indemnity

- (a) The Landowner agrees that the obligation to provide the Development Contribution is at the risk of the Landowner. The Landowner releases the Minister and the Council from any Claim, liability or loss arising from, and costs incurred in connection with, the Landowner's obligation to provide the Development Contribution.
- (b) The Landowner indemnifies the Minister and the Council against any costs incurred in connection with the Minister enforcing the Landowner's obligation to provide the Development Contributions in accordance with this Agreement, except to the extent caused or contributed to by the Minister's negligent act or default under this Agreement.

- (c) The release and indemnity in clause 11(a) and 11(b) ends once the Minister has confirmed, in writing, that the Landowner has fulfilled all of its obligations under this Agreement (such confirmation not to be unreasonably withheld or refused) or the agreement terminates under clause 2(c) whichever is the earlier.

12. Costs

- (a) The Landowner agrees to pay the reasonable costs incurred by the Minister and the Council in relation to the negotiation, preparation, execution, advertising, stamping and registration of this Agreement, including, without limitation, legal costs and expenses on a solicitor and own client basis, and including, without limitation, any in-house legal costs and expenses.
- (b) The Landowner agrees to pay or reimburse the Minister and the Council on demand for:
- (i) costs of the Minister and the Council in connection with any exercise or non-exercise of rights (including, without limitation, in connection with the actual or contemplated enforcement or preservation of any rights under this Agreement) waiver, variation, release or discharge in connection with this Agreement; and
 - (ii) taxes and fees (including, without limitation, registration fees) and fines and penalties in respect of fees which may be payable or determined to be payable in connection with this Agreement or a payment or receipt or any transaction contemplated by this Agreement,

including in each case, without limitation, legal costs and expenses on a solicitor and own client basis, and including, without limitation, any in-house legal costs and expenses, however all such costs must be reasonable in the circumstances.

13. Effect of Scheduled terms and conditions

The Parties agree to comply with the terms and conditions contained in the Schedules to this Agreement as if those rights and obligations were expressly set out in full in the operative parts of this Agreement.

14. General provisions

14.1 Exercise of Minister's Powers

The Landowner acknowledges that the Minister may authorise any officer of the Office of Environment and Heritage to exercise any of the Minister's functions under the agreement on the Minister's behalf.

14.2 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, anything said or done by another Party, or by an officer, agent or employee of that Party, before the Agreement was executed.

14.3 Counterparts

This Agreement may be executed by counterparts by the respective parties, which together will constitute one agreement.

14.4 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.

14.5 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.

14.6 Joint and individual liability and benefits

Except as otherwise set out in this Agreement, any agreement, covenant, representation or warranty under this Agreement by two or more persons binds them jointly and each of them individually, and any benefit in favour of two or more persons is for the benefit of them jointly and each of them individually.

14.7 No fetter

Nothing in this Agreement is to be construed as requiring an Authority to do anything that would cause it to be in breach of any of its obligations at law, and without limitation and nothing in this Agreement is to be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

14.8 Representations and warranties

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

14.9 Severability

- (i) If any part 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.
- (ii) If any part of this Agreement is illegal, unenforceable or invalid, that part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

14.10 Modification

No modification of this Agreement will be of any force or effect unless it is in writing and signed by the Parties as a deed.

14.11 Waiver

- (i) 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 a breach of obligation by, another Party.

- (ii) A waiver by a Party is only effective if it is in writing.
- (iii) 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 obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

14.12 Good Faith

Each party must act in good faith towards all other parties and use its best endeavours to comply with the spirit and intention of this Agreement.

15. Notices

15.1 Form

Any notice, consent, information, application or request that must or may be given or made to a Party under 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; or
- (b) faxed to that Party at its fax number set out below:

The Minister

Address: PO Box 488G Newcastle NSW 2300
Telephone: (02) 4908 6805
Fax: (02) 4908 6810
Attention: Richard Bath

The Council

Address: 62-78 Vincent Street Cessnock NSW 2325
Telephone: (02) 4993 4100
Fax: (02) 4993 2500
Attention: The General Manager

Landowner

Hunter Land Holdings Pty Limited

Address: 1 Hartley Drive Thornton NSW 2322
Telephone: (02) 4966 4966
Fax: (02) 4966 3644



Attention: Mr Brad Everett

ARI Investor Pty Limited

Address: Level 2, 77 Hunter Street, Newcastle NSW 2300

Telephone: (02) 49251000

Fax: (02) 49251010

Attention: Chris Sneddon

Lindsay James George Elliott

Address: 57 Averys Lane, Buchanan NSW 2323

Telephone: (02) 4937 3321

Fax: -

Graham John Field

Address: PO Box 30 Murgon QLD 4605

Telephone: 0409 124 959

Fax: -

Pamela Joy Field

Address: PO Box 30 Murgon QLD 4605

Telephone: 0409 124 959

Fax: -

HL Eco Trades Pty Ltd

Address: 1 Hartley Drive Thornton NSW 2322

Telephone: (02) 4966 4966

Fax: (02) 4966 3644

Attention: Mr Brad Everett

15.2 Receipt

- (a) Any notice, consent, information, application or request is to be treated as given or made at the following time:



- (i) if it is delivered, when it is left at the relevant address;
- (ii) if it is sent by post, 2 Business Days after it is posted; or
- (iii) 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.

(b) Receipt - next Business Day

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 after 5pm on any Business 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.



Schedule 1 - Requirements under section 93F of the Act

SUBJECT and SUB-SECTION OF THE ACT	THE PLANNING AGREEMENT
<p>Planning instrument and/or Development Application - (Section 93F(1))</p> <p>The Landowner has:</p> <p>(a) sought a change to an environmental planning instrument.</p> <p>(b) made, or proposes to make a Development Application.</p> <p>(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.</p>	<p>(a) Yes</p> <p>(b) Yes</p> <p>(c) No</p>
<p>Description of the land to which the Planning Agreement applies - (Section 93F(3)(a))</p>	<p>The whole of the Land.</p>
<p>Description of change to the environmental planning instrument to which the Planning Agreement applies - (Section 93F(3)(b))</p>	<p>Rezoning of the Land to allow for the Proposed Development.</p>
<p>The scope, timing and manner of delivery of contribution required by the Planning Agreement - (Section 93F(3)(c))</p>	<p>See the Schedule 3</p>
<p>Applicability of section 94 of the Act - (Section 93F(3)(d))</p>	<p>The application of section 94 of the Act is not excluded.</p>
<p>Applicability of section 94A of the Act - (Section 93F(3)(d))</p>	<p>The application of section 94A of the Act is not excluded.</p>
<p>Applicability of section 94EF of the Act - (Section 93F(3)(d))</p>	<p>The application of section 94EF of the Act is not excluded.</p>
<p>Mechanism for dispute resolution - (Section 93F(3)(f))</p>	<p>See clause 8.</p>
<p>Enforcement of the Planning Agreement - (Section 93F(3)(g))</p>	<p>See clause 7.</p>
<p>Registration of the Planning Agreement - (Section 93F(3)(g))</p> <p>The Parties agree that the Planning Agreement will be registered in accordance with clause 6.2.</p>	<p>Yes</p>



SUBJECT and SUB-SECTION OF THE ACT	THE PLANNING AGREEMENT
No obligation to grant consent or exercise functions - (Section 93F(9))	No obligation. See clause 14.5.

Schedule 2 - Land

The whole of the land described in the following table:

Lot	Deposited Plan	Folio Identifier	Landowner
20	11823	20/11823	Hunter Land Holdings Pty Limited Averys Rise Investor Pty Limited
12	755231	Auto Consol 14257-166	Lindsay James George Elliott
13	755231	Auto Consol 14257-166	Lindsay James George Elliott
5	1082569	5/1082569	Graham John Field Pamela Joy Field
8	10443	8/10443	Lindsay James George Elliott
119	752445	119/752445	HL Eco Trades Pty Ltd

Schedule 3 – Development Contribution

1. Development Contribution

The Landowner undertakes to provide or procure the provision of the Development Contribution as set out and provided for in Column 2 of the Development Contribution Table below no later than the date or event described in Column 3 of the Development Contribution Table.

Column 1	Column 2	Column 3	Column 4
Item	Development Contribution	Timing	Public purpose
1	<p>Environmental Contribution</p> <p>The Landowner must make the Environmental Contribution in accordance with the requirements of clause 2 of this Schedule 3</p>	<p>Within 30 Business Days of the Gazettal and prior to any Construction Certificate being issued for the Development, subject to indexation in accordance with clause 2 of this Schedule 3</p>	<p>To be applied by the Minister towards (but not limited to) costs associated with the reservation of the Offsite Environmental Land under the NPW Act</p>
2	<p>Onsite Environmental Land Contribution</p> <p>The Landowner must provide the Onsite Environmental Land to the Minister or her nominee</p>	<p>In accordance with the requirements of clause 3 of this Schedule 3</p>	<p>To achieve appropriate conservation outcomes for the Development</p>
3	<p>Offsite Environmental Land Contribution</p> <p>The Landowner must transfer the Offsite Environmental Land to the Minister or her nominee</p>	<p>In accordance with the requirements of clause 4 of this Schedule 3</p>	<p>To achieve appropriate conservation outcomes for the Development</p>

2. Environmental Contribution

- (a) The Environmental Contribution is made for the purposes of this Agreement when cleared funds are deposited by means of electronic funds transferred by the Landowner into a bank account nominated by the Minister under this clause.
- (b) The amount of the Environmental Contribution (**Contribution Amount**) must be indexed in accordance with the formula set out below:

$$ICR = BC \times \frac{CP2}{CP1}$$

where:

ICR is the indexed Contribution Amount.



BC is the base contribution rate as at the date of execution of this Agreement.
CP2 is the most recent quarterly value of the Consumer Price Index – Sydney -All Groups as at the date the Environmental Contribution is to be paid under this Agreement.

CP1 is the quarterly value of the Consumer Price Index - Sydney – All Groups as at the date of execution of this Agreement.

3. Onsite Environmental Land Contribution

3.1 Minister to notify Landowner

- (a) The Minister must, within 18 months of the Gazettal, give the Landowner a notice in writing (**Minister's Notice**) stating she elects for the Onsite Environmental Land Contribution to be made by way of:
- (i) the Original Onsite Environmental Land Contribution; or
 - (ii) an Alternate Onsite Environmental Land Contribution.
- (b) If the Minister's Notice states that the Minister requires the Onsite Environmental Land Contribution to be made by way of the Original Onsite Environmental Land Contribution, the Minister's Notice must also:
- (i) state whether the Onsite Environmental Land is required to be held in one or more lots;
 - (ii) if the Onsite Environmental Land is required to be held in one lot, whether the lot is:
 - A. is to be reserved under the NPW Act; or
 - B. is suitable for management by the Office of Environment and Heritage;
 - (iii) if the Onsite Environmental Land is required to be held in more than one lot:
 - A. the number of those lots;
 - B. how the Onsite Environmental Land must be apportioned between those lots; and
 - C. for each lot whether the relevant lot is:
 - 1) is to be reserved under the NPW Act; or
 - 2) is suitable for management by the Office of Environment and Heritage;
 - (iv) nominate a transferee for each lot being:
 - A. "Minister administering the National Parks and Wildlife Act 1974" – in circumstances where the lot is to be reserved under the NPW Act; or

- B. "Minister for the Environment" – in circumstances where the lot is suitable for management by the Office of Environment and Heritage.
- (c) If the Minister's Notice states that the Minister requires the Onsite Environmental Land Contribution to be made by way of an Alternate Onsite Environmental Land Contribution, the Minister's Notice must also state which of the Alternate Onsite Environmental Land Contribution is required by the Minister.
- (d) If the Minister's Notice states the Alternate Onsite Environmental Land Contribution required by the Minister is:
- (i) a Conservation Agreement, the requirements of clause 3.4 of this Schedule 3 will apply;
 - (ii) a Biobanking Agreement, the parties must negotiate the terms of that agreement promptly and in good faith;
 - (iii) a Property Vegetation Plan, the Landowner must negotiate the terms of that plan promptly and in good faith;
 - (iv) another contribution determined by the Minister to be appropriate:
 - A. the Minister's Notice must also state the manner in which the contribution will be made; and
 - B. the parties must negotiate the terms of an agreement to record that contribution promptly and in good faith; and
 - C. the Landowner must provide the contribution promptly and in accordance with the requirements of the Minister.
- (e) The Landowner must pay the Minister, promptly on demand, an amount equivalent to all reasonable costs incurred by the Minister in connection with the provision of the Onsite Environmental Land Contribution, including, but not limited to, the costs associated with:
- (i) the reservation of the Onsite Environmental Land under the NPW Act;
 - (ii) the negotiation and preparation of a Conservation Agreement;
 - (iii) the negotiation and preparation of a Biobanking Agreement;
 - (iv) the preparation of a Property Vegetation Plan; and
 - (v) the negotiation of any agreement to record another contribution determined by the Minister to be appropriate.
- (f) Elliot or Field (as the case may be) must not, from the date that this Agreement is signed by all the Parties, undertake any action or activity that will have a detrimental effect on the conservation or Aboriginal heritage values of the Onsite Environmental Land except where Elliot or Field is:
- (i) directed to undertake such action or activity by another government agency or instrumentality (such as the Rural Fire Service),

- (ii) maintaining existing access and existing tracks, or
- (iii) otherwise required by law to undertake such an action or activity.

3.2 Transfer of land to the Minister

- (a) This clause does not apply to any lot to which the Minister's Notice is given in accordance with clause 3.1(c).
- (b) In order to give effect to the transfer of the Onsite Environmental Land to the Minister (or her nominee) in accordance with clause 1 of Schedule 3, there must be a subdivision of the relevant Land to create the parcel or parcels of land that will comprise the Onsite Environmental Land.
- (c) Elliot and Field must lodge one or more Development Applications for the Onsite Environmental Land Subdivision no later than 2 months following the giving of the Minister's Notice.
- (d) Within 1 month of obtaining any relevant Subdivision Certificate for the Onsite Environmental Land, Elliot and Field must lodge the relevant Subdivision Plan for registration under s 195G of the *Conveyancing Act* 1919 at the LPI.
- (e) On the date of notification that the relevant Subdivision Plan has been registered, Elliot and Field must within 15 Business Days serve a Transfer or Transfers on the Minister or her nominee (noting the relevant transferee in accordance with the Minister's Notice) each for the consideration of \$1, with the relevant certificates of title and in circumstances where:
 - (i) the Onsite Environmental Land is free from any encumbrances other than the Service Easements; or
 - (ii) relevant discharges in registrable form are also served on the Environment Minister or her nominee at the same time in relation to any encumbrances other than the Service Easements.
- (f) Elliot or Field (as the case may be) must immediately comply, or procure compliance with, any requisitions raised by the Registrar-General in relation to the transfer of the Onsite Environmental Land.
- (g) Elliot or Field (as the case may be) will pay all rates and taxes owing in respect of the Onsite Environmental Land up to and including the date of Transfer of the Onsite Environmental Land after which the Minister or her nominee will be liable.
- (h) Elliot or Field (as the case may be) must, from the date that this Agreement is signed by all the Parties not undertake any action or activity that will have a detrimental effect on the conservation or Aboriginal heritage values of the Onsite Environmental Land except where Elliot or Field is:
 - (i) directed to undertake such action or activity by another government agency or instrumentality (such as the Rural Fire Service),
 - (ii) maintaining existing access and existing tracks, or
 - (iii) otherwise required by law to undertake such an action or activity.

3.3 Compulsory acquisition

- (a) If
- (i) Elliot or Field (as the case may be) do not transfer any part of the Onsite Environmental Land that it owns to the Minister within 6 months of the date of the Minister's Notice given in accordance with clause 3.1(a)(i) and as required by this Agreement, or
 - (ii) the Minister's Notice states the Alternate Onsite Environmental Land Contribution required by the Minister and Elliott or Field do not provide the required Alternate Onsite Environmental Land Contribution within 3 months of the date on which the Minister's Notice is given; and
 - (iii) the Minister gives a further notice to Elliott and Field stating that she requires the Onsite Environmental Land to be compulsorily acquired,
- Elliot or Field (as the case may be) consent to the Minister (or her nominee) compulsorily acquiring that part of the Onsite Environmental Land, in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW), for the amount of \$1.00.
- (b) Elliot or Field (as the case may be) and the Minister agree that:
- (i) this clause 2.3 is an agreement between them for the purposes of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW); and
 - (ii) in this clause 2.3 they have agreed on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition.
- (c) The Landowners indemnify and agree to keep indemnified the Minister (or her nominee) against all claims made against the Minister (or her nominee) that result in the Minister being required to pay compensation under Part 3 of the *Land Acquisition (Just Terms Compensation) Act 1991* to any person, other than Elliot or Field as a result of the acquisition by the Minister (or her nominee) of the whole or any part of the Onsite Environmental Land under this clause 2.3.
- (d) The Landowners must pay the Minister (or her nominee), promptly on demand, an amount equivalent to all reasonable costs incurred by the Minister (or her nominee) acquiring the whole or any part of the Onsite Environmental Land as contemplated by this clause 2.3.

3.4 Conservation Agreement and transfer of land to Hunter Land or nominee

- (a) The provisions of this clause apply if the Minister's Notice states that the Onsite Environmental Land is to be managed under a Conservation Agreement.
- (b) If the Minister's Notice states that the Onsite Environmental Land is to be managed under a Conservation Agreement, Elliott and Field must transfer the Onsite Environmental Land to "Hunter Land Holdings Pty Limited" in accordance with the requirements of this clause 3.4. Hunter Land as the transferee may nominate a different entity to be the transferee.

- (c) Hunter Land must notify Elliot and Field in writing of the new transferee (**Nomination Notice**) within 10 Business Days of receiving the Minister's Notice.
- (d) In order to give effect to the transfer of the Onsite Environmental Land to Hunter Land (or its nominee) in accordance with this clause 3.4, there must be a subdivision of the relevant Land to create the parcel or parcels of land that will comprise the Onsite Environmental Land.
- (e) Elliot and Field must lodge one or more Development Applications for the Onsite Environmental Land Subdivision no later than 2 months following the receipt of the Nomination Notice.
- (f) Within 1 month of obtaining any relevant Subdivision Certificate for the Onsite Environmental Land, Elliot and Field must lodge the relevant Subdivision Plan for registration under s 195G of the *Conveyancing Act* 1919 at the LPI.
- (g) On the date of notification that the relevant Subdivision Plan has been registered, Elliot and Field must within 15 Business Days serve a Transfer or Transfers on Hunter Land or its nominee, each for the consideration of \$1, with the relevant certificates of title and in circumstances where:
 - (i) the Onsite Environmental Land is free from any encumbrances other than the Service Easements; or
 - (ii) relevant discharges in registrable form are also served on Hunter Land or its nominee at the same time in relation to any encumbrances other than the Service Easements.
- (h) Elliot or Field (as the case may be) must immediately comply, or procure compliance with, any requisitions raised by the Registrar-General in relation to the transfer of the Onsite Environmental Land.
- (i) Elliot or Field (as the case may be) will pay all rates and taxes owing in respect of the Onsite Environmental Land up to and including the date of Transfer of the Onsite Environmental Land after which Hunter Land or its nominee will be liable.
- (j) The Parties agree to equally share the cost of ant stamp duty payable in respect of the transfer of the Onsite Environmental Land to Hunter Land or its nominee.
- (k) Elliot or Field (as the case may be) must, from the date that this Agreement is signed by all the Parties not undertake any action or activity, prior to the Transfer or Transfers being registered that will have a detrimental effect on the conservation or Aboriginal heritage values of the Onsite Environmental Land except where Elliot or Field is:
 - (i) directed to undertake such action or activity by another government agency or instrumentality (such as the Rural Fire Service),
 - (ii) maintaining existing access and existing tracks, or
 - (iii) otherwise required by law to undertake such an action or activity.

- (l) Once Elliot and Field have served all the relevant Transfers on Hunter Land or its nominee, Hunter Land or its nominee must enter into a Conservation Agreement within 12 months of the date that the last Transfer is received.
- (m) The Conservation Agreement must:
 - (i) be on terms as agreed with the Minister,
 - (ii) be registered on the relevant title under the NPW Act, and
 - (iii) contain a provision under which the Minister consents to the mortgage of the land notwithstanding the registration of the Conservation Agreement.
- (n) The Parties must do all things necessary to give effect to this clause.

4. Offsite Environmental Land Contribution

4.1 Transfer of land to the Minister

- (a) HL Eco must within 30 Business Days of Gazettal serve a Transfer on the Minister or her/his nominee (**Transferee**) with the relevant certificates of title and in circumstances where:
 - (i) the Offsite Environmental Offset Land is free from any encumbrances other than the Service Easements; or
 - (ii) relevant discharges in registrable form are also served on the Transferee at the same time in relation to any encumbrances other than the Service Easements.
- (b) HL Eco must immediately comply, or procure compliance with, any requisitions raised by the Registrar-General in relation to the transfer of the Offsite Environmental Offset Land.
- (c) The Minister agrees to consider, as soon as practicable after the registration of the Transfer, how conservation of the Offsite Environmental Land is most appropriately achieved, whether by reservation as national park, as reserve of another category under NPW Act, or by a combination of these or otherwise.
- (d) HL Eco will pay all rates and taxes owing in respect of the Offsite Environmental Land up to and including the date of Transfer of the Offsite Environmental Land after which the Transferee will be liable.
- (e) HL Eco must, from the date that this Agreement is signed by all the Parties not undertake any action or activity, prior to the Transfer being registered that will have a detrimental effect on the conservation or Aboriginal heritage values of the Offsite Environmental Land except where HL Eco is:
 - (i) directed to undertake such action or activity by another government agency or instrumentality (such as the Rural Fire Service),
 - (ii) maintaining existing access and existing tracks, or
 - (iii) otherwise required by law to undertake such an action or activity.

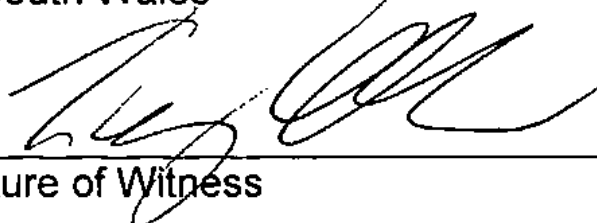
4.2 Compulsory acquisition

- (a) If HL Eco does not transfer the Offsite Environmental Land that it owns to the Transferee as required by clause 4.1(a) of this Schedule 3, HL Eco consents to the Transferee compulsorily acquiring the Offsite Environmental Land, in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991 (NSW)*, for the amount of \$1.00.
- (b) HL Eco and the Minister agree that:
 - (i) this clause 4.2 is an agreement between them for the purposes of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991 (NSW)*; and
 - (ii) in this clause 4.2 they have agreed on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition.
- (c) HL Eco indemnifies and agrees to keep indemnified the Transferee against all claims made against the Transferee that result in the Transferee being required to pay compensation under Part 3 of the *Land Acquisition (Just Terms Compensation) Act 1991* to any person, other than HL Eco as a result of the acquisition by the Transferee of the Offsite Environmental Land under this clause 4.2.
- (d) HL Eco must pay the Minister, promptly on demand, an amount equivalent to all reasonable costs incurred by the Minister acquiring the Offsite Environmental Land as contemplated by this clause 4.2.



Executed as a deed


**Signed by the
Minister for the Environment for the State of
New South Wales**


Signature of Witness

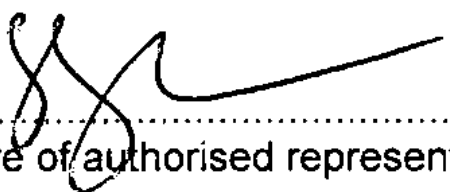

Name of Witness in full

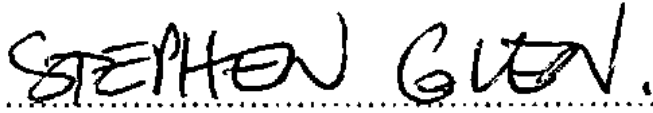

Minister for the Environment

**Signed for and on behalf of Cessnock City)
Council by , who hereby declares that)
he/she has been duly authorised to do so,)
in the presence of:**

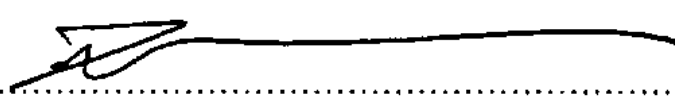

Signature of witness



Print Name


Signature of authorised representative

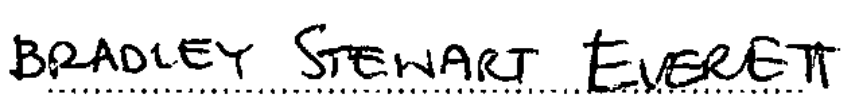

Print Name

**Signed by Hunter Land Holdings Pty)
Limited ACN 110 974 439 in accordance)
with section 127 of the Corporations Act:**


Signature of Director


Name of Director


Signature of Director/Secretary


Name of Director/Secretary

Signed by Averys Rise Investor Pty)
Limited ACN 163 654 813 in accordance)
with section 127 of the Corporations Act:)



.....
Signature of Director

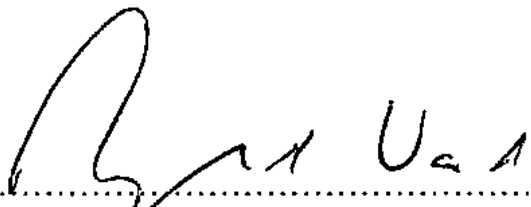
.....
GUY BENJAMIN ROBINSON
Name of Director



.....
Signature of Director/Secretary

.....
CHRISTOPHER SNERDOW
Name of Director/Secretary

Signed by Lindsay James George Elliott)
in the presence of:)
)



.....
Signature of Witness

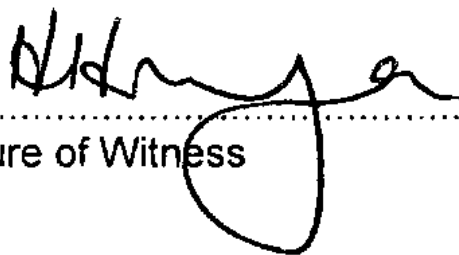
.....
RAZAN KEITH WARD
Name of Witness



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Signature

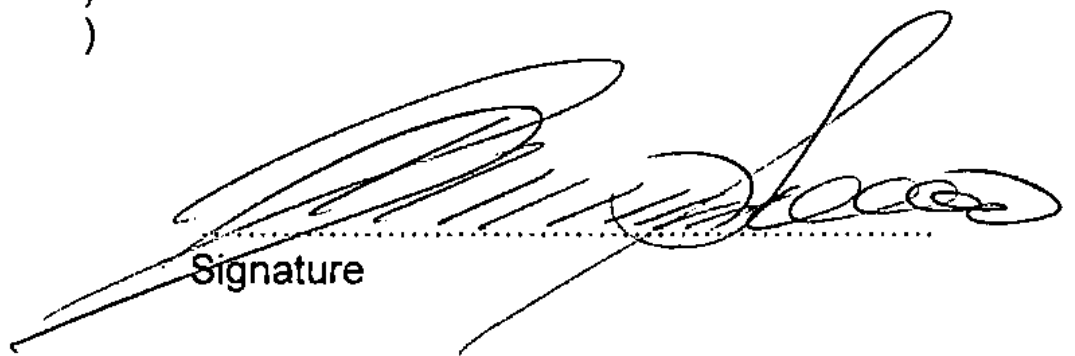
.....
Lindsay James George Elliott

Signed by Graham John Field in the)
presence of:)
)



.....
Signature of Witness

.....
Helen Hayer
Name of Witness



.....
Signature

.....
GRAHAM JOHN FIELD
Graham John Field



Signed by Pamela Joy Field in the presence of:

)
)
)

H Hayer
.....
Signature of Witness

Helen Hayer

.....
Name of Witness

PJF
.....
Signature

PAMELA JOY FIELD.
.....
Pamela Joy Field

Signed by HL Eco Trades Pty Ltd
ACN 131 137 258 in accordance with
section 127 of the Corporations Act:

)
)
)

.....
Signature of Director

G O'Shea
.....
Signature of Director/Secretary
SOLE

.....
Name of Director

Geoffrey William O'Shea
.....
Name of Director/Secretary

~

Annexure A – Onsite Environmental Offset Land

