

Deed of Assignment Planning Agreement - Rawsonville Quarry

Dubbo Regional Council (**Council**)

Gramardi Pty Ltd (ACN 106 975 544) (**Developer**)

Robert Allan Colbran (**Landowner**)

Sand Quarries Australia Pty Limited ACN 638 009 926 (**New Developer**)

Regional Sands (Dubbo) Pty Limited ACN 636 538 095 (**New Landowner**)

Marsdens Law Group

Level 1
49 Dumaresq Street
CAMPBELLTOWN NSW 2560

Tel: 02 4626 5077

Fax: 02 4626 4826

DX: 5107 Campbelltown

Ref: 424897

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Deed of Assignment

Rawsonville Quarry Planning Agreement

Parties

Council	Name	Dubbo Regional Council
	Address	Civic Administration Building, Church Street Dubbo NSW 2830
	ABN	53 539 070 928
Developer	Name	Gramardi Pty Ltd
	Address	34 L North Burrabadine Road Dubbo NSW 2830
	ACN	106 975 544
Landowner	Name	Robert Allan Colbran
	Address	9 Colony Crescent Dubbo NSW 2830
New Landowner	Name	Regional Sands (Dubbo) Pty Limited
	Address	20L Sheraton Road, Dubbo, NSW 2830
	ACN	634 578 699
New Developer	Name	Sand Quarries Australia Pty Limited
	Address	20L Sheraton Road, Dubbo, NSW 2830
	ACN	638 009 926

Background

- A Council, the Developer and the Landowner are parties to the Planning Agreement.
- B The Landowner wishes to transfer his interest in the Land to the New Landowner (**Land Assignment**).
- C The Developer wishes to transfer its interest in the Development to the New Developer (**Development Assignment**).
- D Council has agreed to the Assignments on and subject to the terms of this deed.

Operative Provisions

1 Definitions & interpretation

1.1 Defined Terms

- (1) In this deed, words beginning with a capital letter that are defined in Part 1 of **Schedule 1** have the meaning ascribed to them in that schedule.
- (2) Where a defined term is used in this deed and is not defined in Part 1 of **Schedule 1**, but is defined in clause 4.1 of the Planning Agreement, then that term has the meaning ascribed to it in the Planning Agreement.

1.2 Interpretation

The interpretational rules contained in Part 2 of **Schedule 1** apply in the interpretation of this deed.

2 Assignment

2.1 Effective Date

This deed takes effect on the Effective Date.

2.2 Status of this deed

- (1) By entering into this deed, Council confirms that it has satisfied itself that both the New Landowner and the New Developer are respectable and financially capable of complying with the Developer's obligations under the Planning Agreement.
- (2) The parties acknowledge that this deed is the document required to be entered into upon any assignment of the Land and the Development for the purpose of clause 15.1(c) of the Planning Agreement.

2.3 Assignment

With effect on and from the Effective Date:

- (1) the Developer assigns its rights and obligations under the Planning Agreement to the New Developer absolutely;
- (2) the New Developer accepts that assignment;
- (3) the Landowner assigns its rights and obligations under the Planning Agreement to the New Landowner absolutely; and
- (4) the New Landowner accepts that assignment.

2.4 Covenants in favour of Council

- (1) For the purpose of clause 15.1(c) of the Planning Agreement, the New Landowner covenants to Council that it will comply with the obligations of the Developer under the Planning Agreement (including obligations which arose before the Effective Date) as if a reference in the Planning Agreement to the Developer is a reference to the New Landowner.
- (2) For the purpose of clause 15.1(c) of the Planning Agreement, the New Developer covenants to Council that it will comply with the obligations of the Developer under the Planning Agreement (including obligations which arose before the Effective Date) as if a reference in the Planning Agreement to the Developer is a reference to the New Developer.

2.5 Releases

As a consequence of the Assignments the parties acknowledge and agree that in accordance with clause 15.2 of the Planning Agreement:

- (1) as and from the Effective Date, the Developer is released from all obligations imposed upon it under the Planning Agreement; and
- (2) as and from the Effective Date, the Landowner is released from all obligations imposed upon it under the Planning Agreement.

3 Miscellaneous provisions

3.1 Cooperation

Each party agrees that it will do all such acts and things as are reasonably necessary to:

- (1) perfect the Assignments as set out in this deed; and
- (2) otherwise give effect to the transactions recorded in this deed.

3.2 Governing Law

The law in force in the State of New South Wales governs this deed. The parties:

- (1) submit to the exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from those courts in respect of any proceedings in connection with this deed; and
- (2) may not seek to have any proceedings removed from the jurisdiction of New South Wales on the grounds of *forum non conveniens*.

3.3 Entire agreement

This is the entire agreement of the parties. All prior or contemporaneous representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this deed.

3.4 Counterparts

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

3.5 Amendment

This deed may only be amended by the agreement of both parties recorded in writing.

Schedule 1: Defined terms and interpretation

Part 1 - Definitions

Assignments	means: <ol style="list-style-type: none">(1) the assignment of all the rights and obligations of the Developer under the Planning Agreement to the New Developer; and(2) the assignment of all the rights and obligations of the Landowner under the Planning Agreement to the New Landowner, in accordance with this deed.
Effective Date	means the date that the Preconditions are satisfied.
Planning Agreement	means the voluntary planning agreement entitled " <i>Voluntary Planning Agreement</i> " entered into between Council, the Developer and the Landowner pursuant to s93F (as it then was) of the <i>Environmental Planning and Assessment Act 1979</i> (NSW).
Preconditions	means all of the following: <ol style="list-style-type: none">(1) The completion of the transfer of the Land from the Landowner to the New Landowner.(2) The completion of the transfer of the Development from the Developer to the New Developer.(3) The payment of the costs of the Council incurred with respect to this deed, and the Land Assignment and the Development Assignment generally.

Part 2 - Interpretational Rules

clauses, annexures and schedules	a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this deed.
variations or replacements	a document (including this deed) includes any variation or replacement of it.
reference to statutes	a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
singular includes plural	the singular includes the plural and vice versa.
person	the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any government agency.
executors, administrators, successors	a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking

	by novation) and assigns.
dollars	Australian dollars, dollars, \$ or A\$ is a reference to the lawful currency of Australia.
calculation of time	if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
reference to a day	a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
accounting terms	an accounting term is a reference to that term as it is used in accounting standards under the <i>Corporations Act 2001</i> (Cth) or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia.
reference to a group of persons	a group of persons or things is a reference to any two or more of them jointly and to each of them individually.
meaning not limited	the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
next day	if an act under this deed to be done by a party on or by a given day is done after 4.30pm on that day, it is taken to be done on the next day.
next Business Day	if an event must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.
time of day	time is a reference to Sydney time.
headings	headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this deed.
agreement	a reference to any agreement, deed or instrument includes the same as varied, supplemented, novated or replaced from time to time.
gender	a reference to one gender extends and applies to the other and neuter gender.

Execution page

Executed as a deed

Dated:

Signed, sealed and delivered by Dubbo Regional Council by its duly authorised officer pursuant to delegation from Council and in the presence of:



Witness (Signature)

Mary McDermott

Name of Witness (Print Name)

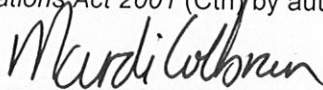


Authorised Officer (Signature)

Michael McMahon

Name of Authorised Officer (Print Name)

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



Director/Secretary (Signature)

Mardi Colbran

Name of Director/ Secretary (Print Name)



Director (Signature)

Graham Colbran

Name of Director (Print Name)

Signed, sealed and delivered by Robert Allan Colbran in the presence of:



Witness (Signature)

CHARLOTTE EGAN
Solicitor
3/65 Church Street
DUBBO NSW 2830

Name of Witness (Print Name)



Robert Allan Colbran (Signature)

Signed, sealed and delivered by Sand Quarries Australia Pty Limited in accordance with section 127(1) of the Corporations Act 2001 (Cth) by authority of its directors.

Director/Secretary (Signature)

Director (Signature)

Name of Director/ Secretary (Print Name)

Name of Director (Print Name)

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

Director/Secretary (Signature)

Director (Signature)

Name of Director/ Secretary (Print Name)

Name of Director (Print Name)

Execution page

Executed as a deed

Dated:

Signed, sealed and delivered by Dubbo Regional Council by its duly authorised officer pursuant to delegation from Council and in the presence of:



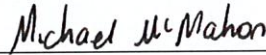
Witness (Signature)



Name of Witness (Print Name)



Authorised Officer (Signature)



Name of Authorised Officer (Print Name)

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

Director/Secretary (Signature)

Director (Signature)

Name of Director/ Secretary (Print Name)

Name of Director (Print Name)

Signed, sealed and delivered by Robert Allan Colbran in the presence of:

Witness (Signature)

Robert Allan Colbran (Signature)

Name of Witness (Print Name)

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

Director/Secretary (Signature)



Director (Signature)

Name of Director/ Secretary (Print Name)

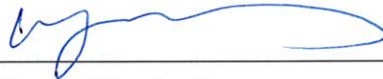


Name of Director (Print Name)


Sole Director/Secretary

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

Director/Secretary (Signature)



Director (Signature)

Name of Director/ Secretary (Print Name)

WESLEY MAAS

Name of Director (Print Name)