

ANNEX A

**Owners
Agreements**

THIS DEED made the

day of

2008

PARTIES:

1. **ROTHWELL BOYS PTY. LIMITED ACN 096 110 968**
of Level 10, 61 Lavender Street, Milsons Point NSW 2061 ("Rothwell")
2. **MATCOVE PTY. LIMITED ACN 058 482 152** of Kerry Albert & Co. 133 West High Street , Coffs Harbour NSW 2450 ("Matcove")

RECITES:

- A. Rothwell is the owner of the whole of the land in Auto Consol 14647-23 being Lot 1 and 2 in DP 725785 ("the Rothwell Property").
- B. Matcove is the owner of the whole of the land in Identifier 1/1097743 being Lot 1 in DP 1097743 ("the Matcove Property").
- C. Rothwell wishes to subdivide the Rothwell Property into residential lots ("the Rothwell Subdivision").
- D. Matcove may in the future wish to subdivide the Matcove Property into residential lots ("the Matcove Subdivision").
- E. The main access for both the Rothwell Subdivision and Matcove Subdivision shall be a public road to be built and dedicated to Coffs Harbour Council ("the Council") which connects the Rothwell Property and the Matcove Property as well as other properties to Moonee Beach Road in the approximate position shown on the Plan annexed hereto and marked with the letter 'A' ("the Public Road").
- F. Because Rothwell wishes to proceed with the Rothwell Subdivision it has agreed subject to obtaining the consent of the Council to the construction and dedication of the Public Road ("the Consent"), that it will pay for construction of the Public Road and the parties wish to record the terms of such agreement.

WITNESSES:

1. Matcove hereby consents to Rothwell lodging a Development Application or any other Application with the Council and any other public authority necessary to obtain consent to construct and dedicate the Public Road to the Council, and will sign any form of consent required by the Council or any other public authority for the purpose of processing such applications.
2. If Rothwell obtains the Consent Rothwell agrees that it shall construct the Public Road at its cost and to a standard as required by the Council and any other public authority at such time Rothwell chooses to proceed with the Rothwell Subdivision.
3. Matcove agrees that it shall sign any plan or other document required by Rothwell, the Council and any other public authority and Land and Property Information to enable the dedication of the Public Road to the Council and will arrange for any mortgagee or any other party having an interest in the Matcove Property to sign such documents and produce Identifier 1/1097743 at Land and Property Information to allow registration of any plan or document effecting the dedication of the Public Road to the Council. Rothwell shall pay the costs of such mortgagee limited to \$1,000.00.
4. Rothwell as well as paying the cost of construction of the Public Road will pay for the costs of any consultant including surveyors, engineers and the like necessary to prepare any plans and documents to effect dedication of the Public Road to the Council and will also pay the registration fees at Land and Property Information in regard to any such plans or documents.
5. During construction of the Public Road Matcove will allow Rothwell and its construction contractors (or the Council and its employees and contractors if Council is carrying out the construction) access to that area of 10 metres either side of the Public Road for the purpose of access and storing materials as part of the construction process of the Public Road subject to Rothwell arranging to repair any damage done to that 10 metres area once construction of the Public Road has been completed.

6.1 In the event there is a delay in the construction of the Public Road due to any circumstances, Rothwell may elect to proceed with the construction of the temporary Pacific Highway intersection as approved by Roads and Traffic Authority, the Council and all other relevant government agencies. Rothwell shall provide temporary access to Matcove for the purposes of developing 16 lots on Matcove's land adjacent to the southern boundary of the Rothwell Property subject to Matcove contributing to Rothwell part of the cost of the approved temporary highway intersection construction costs. In this event Rothwell will provide Matcove with any studies, surveys and relevant information in regard to the Public Road which would allow and facilitate Matcove making some arrangements for completion of the Public Road at some stage if it so wished.

6.2 The amount to be paid by Matcove to Rothwell pursuant to clause 6.1 shall be the sum of Twenty five thousand dollars (\$25,000.00) plus GST for each of the 16 lots to be developed on the Matcove Property. Rothwell shall provide Matcove with a Tax Invoice. Such amount shall be paid by Matcove to Rothwell when the temporary Pacific Highway intersection is completed.

6.3 It is further agreed Rothwell shall be entitled to develop stages 1, 2 and 3 of its subdivision containing 149 lots as shown on the Plan annexed hereto and marked with the letter 'B' ("the Rothwell Subdivision") prior to Rothwell constructing the road hatched on the Plan annexed hereto and marked with the letter 'B' to provide access to the Matcove property which will allow Matcove to access, develop and market its 16 lots.

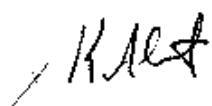
IN WITNESS WHEREOF the parties have hereunto set their hands and seals on the day and year first hereinbefore written.

THE COMMON SEAL of ROTHWELL)
BOYS PTY.LIMITED ACN 096 110 968)
was hereunto affixed by authority of the)
Directors in the presence of:)

Director

Secretary

THE COMMON SEAL of MATCOVE
PTY.LIMITED ACN 058 482 152
was hereunto affixed by authority of the
Directors in the presence of:



Director

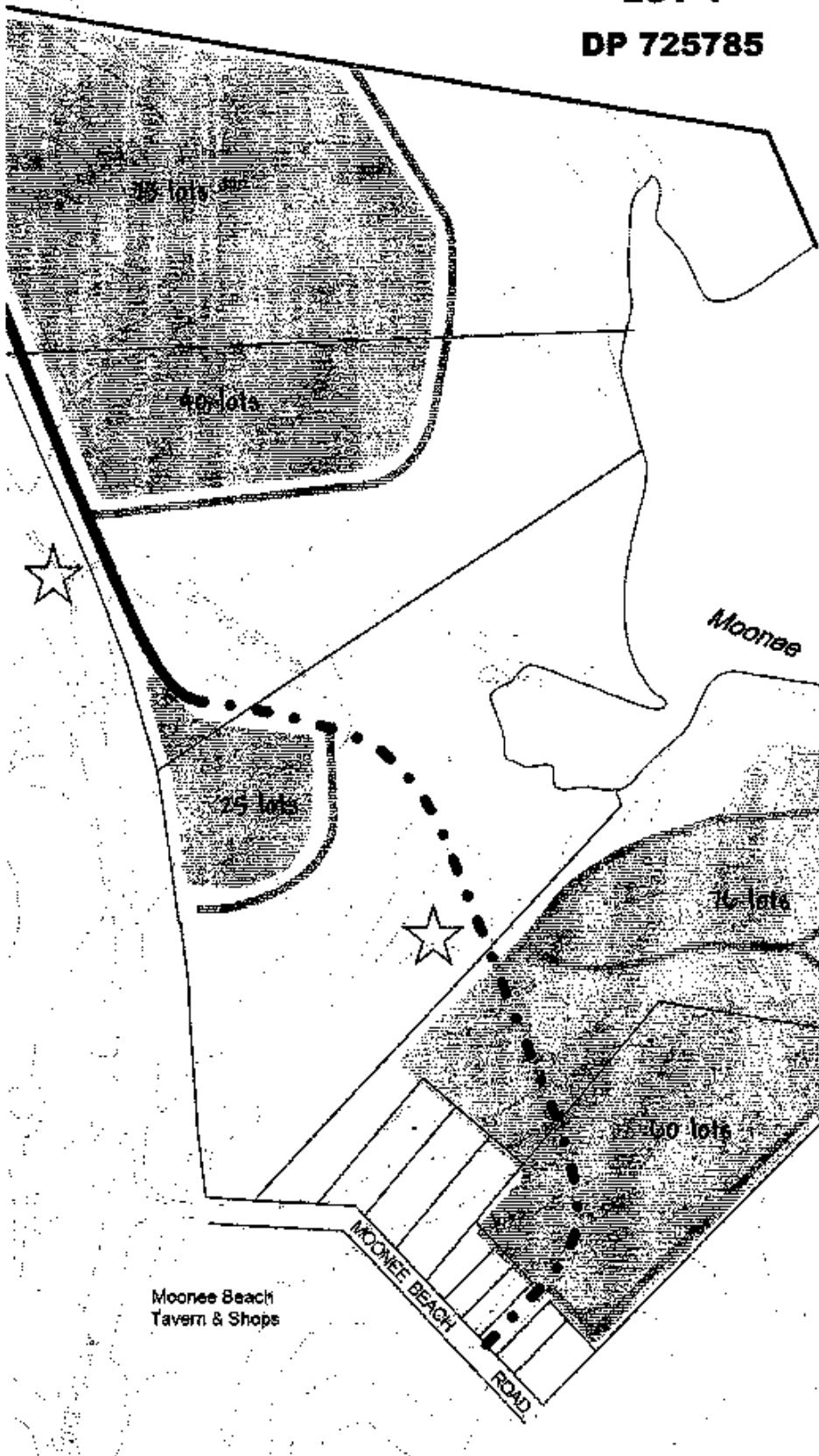
Secretary

DEVELOPMENT SITE

10

LOT 1

DP 725785



The legend consists of four entries, each with a small line drawing or icon to its left:

- Collector Road Route:** Represented by a thick black line.
- Local Road:** Represented by a thin black line.
- Development Area:** Represented by a hatched rectangular area.
- Culverts:** Represented by a small star-like icon.

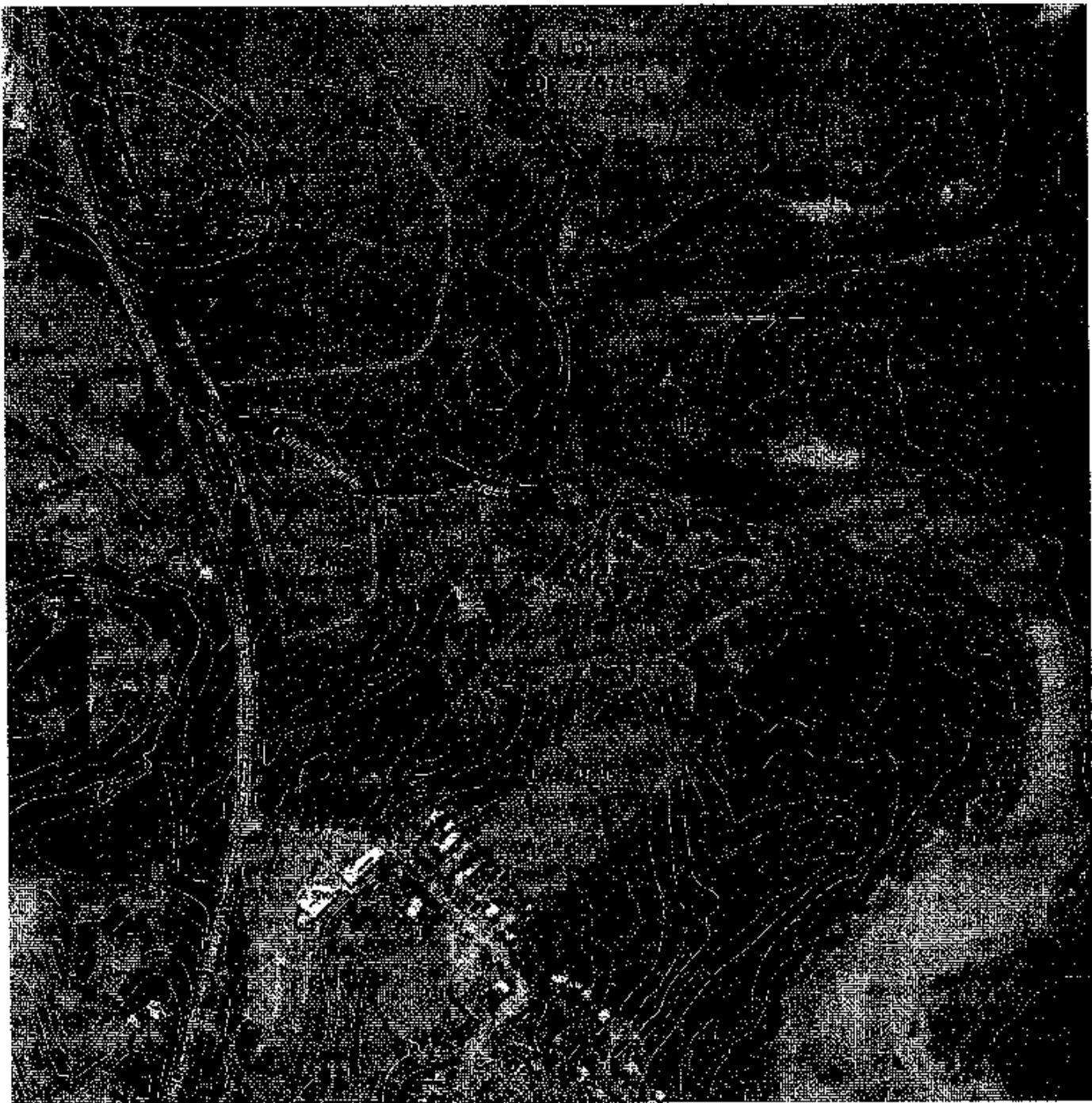
Moonee

Development Area

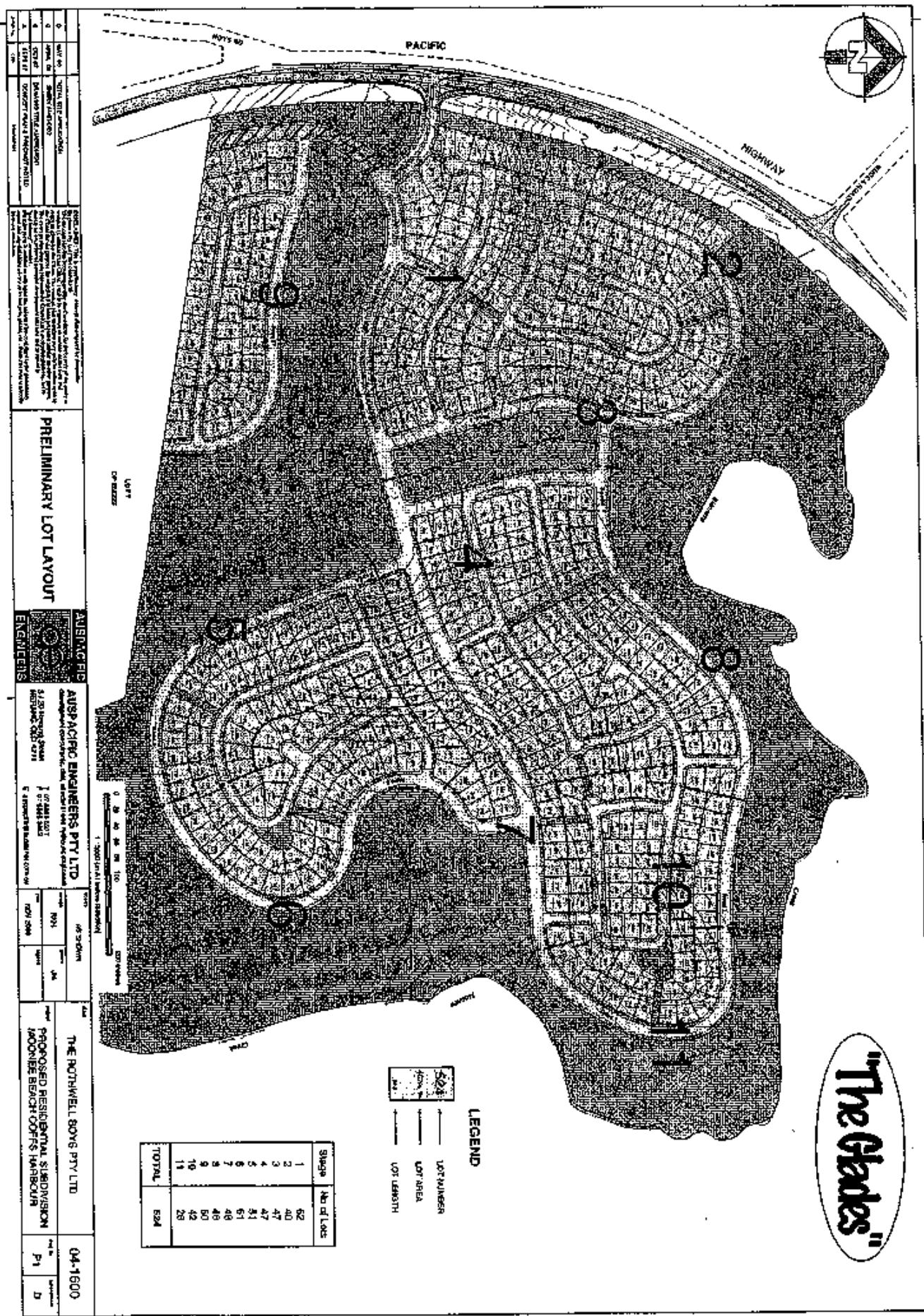
Moonee Beach Tavern & Shops

Estimated Cost - Coffle	
M\$2.5 (Moonee Control)	
Local Facilities	
For construction of collector road 1.20m x \$1990 = 72.7%	3
Land Acquisition	
Collector road 20m wide road reserve wide x 8.65c/	1
vegetation	
For construction 2 culverts	4
estimate (\$82,000) x 72.7%	\$1
135 Design and Supervision	\$1
135 Contingencies	1
Total Cost	402

0 50 SCALE



-B



Geoff Slattery

Civil and Structural Engineer

Geoff Slattery & Partners Pty Ltd T/F Slattery Family Trust No. 2 ABN 66 097 037 221
192 Pacific Highway, Coffs Harbour Phone: (02) 66511944
P.O. Box 8090, Coffs Harbour, N.S.W., 2450 0418 664 864
Fax: (02) 66515766
Email: g_slattery@bigpond.com

Geoff Slattery B.E. (Hons), M.I.E. (Aust)

30 October 2008

Resource Design & Management Pty Ltd
PO Box J430
COFFS HARBOUR NSW 2450

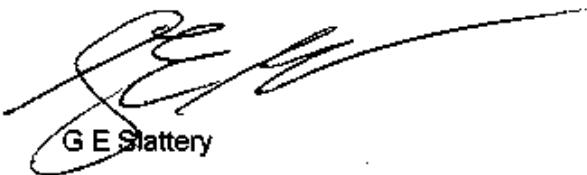
Attn: Matt Cooper

Lot 5 DP 252223
PACIFIC HIGHWAY, MOONEE

We refer to your letter of 22 October 2008 in regards to Deed of Agreement between Ralph Bateman and Rothwell Boys.

Attached is agreement signed by Ralph Bateman's Power of Attorney, Mr Alastair Ramsay.

Yours faithfully



G E Slattery

THIS DEED made the 28th day of October 2008

PARTIES:

1. **ROTHWELL BOYS PTY. LIMITED ACN 096 110 968**
of Level 10, 61 Lavender Street, Milsons Point NSW 2061 ("Rothwell")
2. **RALPH SIDNEY BATEMAN** of
("Bateman")

RECITES:

- A. Rothwell is the owner of the whole of the land in Auto Consol 14647-23 being Lot 1 and 2 in DP 725785 ("the Rothwell Property").
- B. Bateman is the owner of the whole of the land in Identifier 5/252223 being Lot 5 in DP 252223 ("the Bateman Property").
- C. Rothwell wishes to subdivide the Rothwell Property into residential lots ("the Rothwell Subdivision").
- D. Bateman may in the future wish to subdivide the Bateman Property into residential lots ("the Bateman Subdivision").
- E. The main access for both the Rothwell Subdivision and Bateman Subdivision shall be a public road to be built and dedicated to Coffs Harbour Council ("the Council") which connects the Rothwell Property and the Bateman Property as well as other properties to Moonee Beach Road in the approximate position shown on the Plan annexed hereto and marked with the letter 'A' ("the Public Road").
- F. Because Rothwell wishes to proceed with the Rothwell Subdivision it has agreed subject to obtaining the consent of the Council to the construction and dedication of the Public Road ("the Consent"), that it will pay for construction of the Public Road and the parties wish to record the terms of such agreement.

WITNESSES:

1. Bateman hereby consents to Rothwell lodging a Development Application or any other Application with the Council and any other public authority necessary to obtain consent to construct and dedicate the Public Road to the Council, and will sign any form of consent required by the Council or any other public authority for the purpose of processing such applications.
2. If Rothwell obtains the Consent Rothwell agrees that it shall construct the Public Road at its cost and to a standard as required by the Council and any other public authority at such time Rothwell chooses to proceed with the Rothwell Subdivision.
3. Bateman agrees that it shall sign any plan or other document required by Rothwell, the Council and any other public authority and Land and Property Information to enable the dedication of the Public Road to the Council and the creation of any easement for services required by the Council and will arrange for any mortgagee or any other party having an interest in the Bateman Property to sign such documents and produce Identifier 5/252223 at Land and Property Information to allow registration of any plan or document effecting the dedication of the Public Road to the Council.
4. Rothwell as well as paying the cost of construction of the Public Road will pay for the costs of any consultant including surveyors, engineers and the like necessary to prepare any plans and documents to effect dedication of the Public Road to the Council and will also pay the registration fees at Land and Property Information in regard to any such plans or documents.
5. During construction of the Public Road Bateman will allow Rothwell and its construction contractors access to that area of 10 metres either side of the Public Road for the purpose of access and storing materials as part of the construction process of the Public Road subject to Rothwell arranging to repair any damage done to that 10 metres area once construction of the Public Road has been completed.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on the day

and year first hereinbefore written.

THE COMMON SEAL of ROTHWELL)
BOYS PTY.LIMITED ACN 096 110 968)
was hereunto affixed by authority of the)
Directors in the presence of:)

Director

Secretary

SIGNED SEALED AND DELIVERED)
by the said RALPH SIDNEY BATEMAN)
in the presence of:)

ALISTAIR RAMSAY
and Ramsey
Power of attorney for
R.S. Beaumont (attested)

Charlotte Beaumont
C. Beaumont

2852 Virginia Dr
Hope Island QLD
4121

POWER OF ATTORNEY

1. **Ralph Sidney Bateman** an Australian citizen of

**72 Gilbey House,
Jamestown Road,
London,
NW1 7BY,
England**

HEREBY APPOINT

Alistair Ramsay an Australian citizen of

**25 Charlesworth Bay Road ,
Coffs Harbour
Postal Address
PO Box 6170
Coffs Harbour Plaza
New South Wales 2450
Australia**

with power to act on my behalf in connection with all matters relating to the development and management of my property as follows:

**Property at the corner of Pacific Highway and Moonee Beach Road
Lot 5 DP 252223 Moonee Beach
New South Wales
Australia**

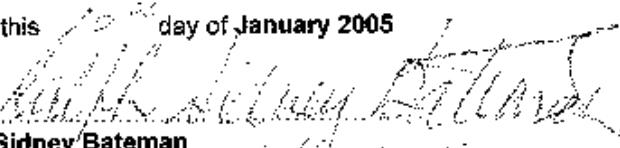
referred to as "the Property"

No power is given to sell or to contract to sell or to make any binding agreement to sell the Property.

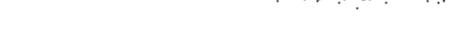
This power of attorney cannot be transferred.

Any previous powers of attorney relating to the Property are hereby revoked.

Signed this 10th day of January 2005


Ralph Sidney Bateman

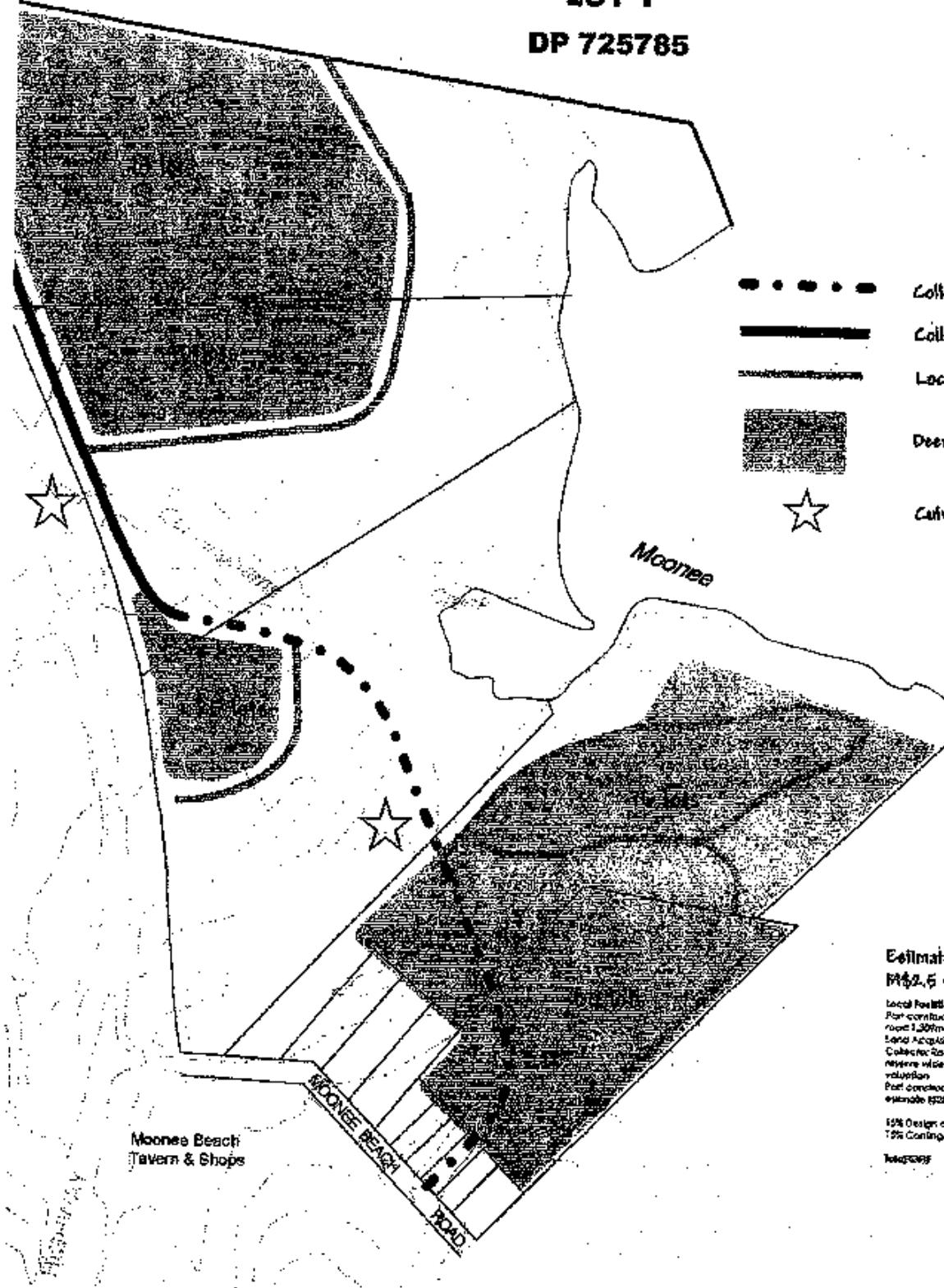
Before me:


**SARAH WILLIAMS
12 GREEN STREETS
LONDON SW1A 3DA**

DEVELOPMENT SITE

LOT 1

DP 725785



Estimated Cost - Coll
Moonee Creek

Local Features

For construction of collector road 1.30m x 3000 x 70.7%

Land Acquisition

Collector Road 2.20m wide road

Reserve width 0.825m of

Yellowbox

Bit construction 2.20m wide

estimate \$280,000 x 76.7%

15% Design and Supervision

7.5% Contingency

Interest

0 50
SCALE

