

## VARIATION AGREEMENT

On this 23<sup>rd</sup> day of October, 2015 Sunshine Warners Bay Pty Limited ACN 608 797 039 and The Awabakal Aboriginal Land Council varies the Heads of Agreement between them dated 2 October 2015 as follows:

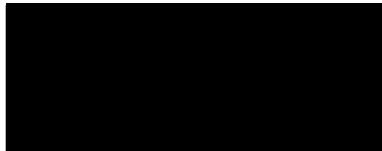
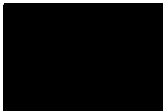
1. The Purchaser is amended to Sunshine Warners Bay Pty Limited ACN 608 797 039 as if it had originally been named as the Purchaser under this agreement.
2. In Recital A delete "contract" and insert "agreement". In Recital B delete "stand form contracts will be prepared and exchanged once the rezoning is has been completed" and insert "the Owner grants a call option to the Purchaser in accordance with this agreement" and in the second sentence after "contracts" insert "pursuant to the call option". In Recital E delete "deposit" and insert "call option fee".
3. In I Heads of Agreement delete after "contract" on line 2 to the end.
4. Clauses 2.1 -2.5 are deleted and replaced with "In consideration of the payment of the option fee, the Vendor grants the Purchaser a call option to purchase the properties in Schedule 1 of this agreement at a total price of \$12,600,000 (inclusive of GST) in the form of the contracts attached to this agreement. The parties agree that a separate call option is granted for each property which may be exercised together or independently of each other. The call option may be exercised at any time prior to 24 October 2018 or such later date notified to the Vendor by the Purchaser prior to 24 October 2018 necessary for the Purchaser to effect the rezoning of the properties for residential development but not exceeding a period of 2 years ("Call Option Period"). The Purchaser will have such access to the properties as is necessary for the undertaking of the re-zoning process. The Purchaser will pay the Vendor an option fee of \$712,000 (Seven Hundred and Twelve Thousand Dollars) which on exercise of the option is the deposit payable under the contract for sale. An amount of \$400,000 of the option fee is released to the Vendor with the balance of \$316,000 to be held in the Vendor's solicitor's trust account.
5. As security for the performance of the Vendor's obligation under this Agreement and the contracts pursuant to the Purchaser's exercise of the call option, the Vendor agrees to charge in favour of the Purchaser its interest in the properties and consents to the lodgement of a caveat at any time on the titles to recognise the interests of the Purchaser;
6. Clause 2.7 is deleted and replaced with "In the event that the rezoning is not achieved and the Purchaser has not exercised the call options within the Call Option Period neither party will have any further rights or obligations under this agreement except that the Vendor shall refund the call option fee to the Purchaser. If the rezoning occurs during the Call Option Period but does not result in the properties being able to be subdivided for residential development at the densities assumed in the Hypothetical Feasibility Method in the Diamonds Valuations Reports dated 7 August 2015 for the properties ("Diamonds Densities") then the purchase price of the properties will be reduced by the same proportion as the densities permitted under the rezoning are to the Diamond Densities and if the call options are thereafter not exercised by the Purchaser during the Call Option Period neither party will have any further rights obligation under this agreement except that \$400,000 of the option fee will be forfeited to the Vendor but the balance of \$316,000 shall be refunded to the



Purchaser. . If the rezoning occurs during the Call Option Period which enables residential development of the properties at the Diamonds Densities but the call options are not exercised by the Purchaser during the Call Option Period neither party will have any further rights or obligations under this agreement except that the call option fee shall be forfeited to the Vendor.

Executed as an agreement

**EXECUTED** for and on behalf of the  
**AWABAKAL ABORIGINAL LAND  
COUNCIL** in accordance with and by  
those with authority to so act



*NEERIE Dotes*

Name of Chairperson

*RICHARD GREEN*

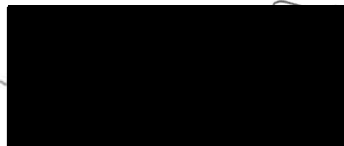
Name of Deputy Chairperson

By **SUNSHINE WARNERS BAY PTY  
LTD ACN 608 797 039**

under section 127 of the Corporations Act  
by a director and secretary/director



Signature of director



Signature of secretary/director

Name of director (please print)

*RICHARD GREEN*  
Name of secretary/director (please print)