

# Deed of Variation - Stockman Project Post Closure Deed

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Date ▶ 22 NOV 2019

Between the parties

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**WHSP Stockman Pty Limited**

ACN 619 759 465 of Level 19, Level 14, 151 Clarence Street,  
Sydney NSW 2000

**(Licensee)**

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**The Minister for Resources on behalf of the Crown in Right of the  
State of Victoria**

of 1 Treasury Place, Melbourne Victoria 3000

**(Minister)**

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**Recitals**

- 1 Licensee and the Minister are parties to the Deed.
- 2 The Parties have agreed to amend the Deed as set out in this deed.

## 1 Definitions and interpretation

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### 1.1 Definitions

The meanings of the terms used in this deed are set out below.

<b>Term</b>	<b>Meaning</b>
<b>Deed</b>	the Stockman Project Post Closure Deed between the Licensee and the Minister dated 4 December 2017.
<b>Effective Date</b>	Date of execution of this Deed.

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### **1.3 Interpretation**

In this deed:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this deed;
- (b) a reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this deed;
- (c) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document; and
- (d) a reference to a party to a document includes that party's successors and permitted assignees.

## **2 Variation**

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- (a) With effect from the Effective Date, the parties agree that the Deed is varied to replace the reference to "120 days" in clause 4.2(a)(i) with "240 days".
- (b) The parties agree that all other terms of the Deed remain unaffected and continue in full force and effect.

## **3 General**

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### **3.1 Governing law and jurisdiction**

- (a) This deed is governed by the law in force in Victoria.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

### **3.2 Further action to be taken at each party's own expense**

Each party must, at its own expense, do all things and execute all documents necessary to give full effect to this deed and the transactions contemplated by it.

### **3.3 Counterparts**

This deed may be executed in any number of counterparts.

Signing page


Executed as a deed

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Signed sealed and delivered by  
**Minister for Resources** on behalf  
of the **Crown in Right of the  
State of Victoria**  
by

sign here   
▶ \_\_\_\_\_  
Witness Signature

print name SEDAR ALTON

sign here ▶   
\_\_\_\_\_  
Signature of the Minister

print name Jaclyn Symes

Signed sealed and delivered by  
**WHSP Stockman Pty Limited**  
by

sign here   
▶ \_\_\_\_\_  
Authorised representative

print name Robert Cooper

sign here ▶   
\_\_\_\_\_  
Witness

print name Jessica Snell