

**Form 603**  
Corporations Act 2001  
Section 671B

**Notice of initial substantial holder**

To Company Name/Scheme Whitehaven Coal Limited

ACN/ARSN 124 425 396

**1. Details of substantial holder (1)**

Name Fritz Kundrun as trustee for the Kundrun Family Trust

ACN/ARSN (if applicable) \_\_\_\_\_

The holder became a substantial holder on 29/05/2007

**2. Details of voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary shares (fully paid)	75,379,833	75,379,833	23.34%

**3. Details of relevant interests**

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Fritz Kundrun as trustee for the Kundrun Family Trust	Registered Holder of shares acquired pursuant to the Scrip for Scrip Agreement contained in Annexure A	21,428,333 Ordinary shares (fully paid)
Fritz Kundrun as trustee for the Kundrun Family Trust	Fritz Kundrun holds greater than 20% of the voting power in AMCI International AG	53,951,500 Ordinary shares (fully paid)

**4. Details of present registered holders**

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Fritz Kundrun as trustee for the Kundrun Family Trust	Fritz Kundrun as trustee for the Kundrun Family Trust	Fritz Kundrun as trustee for the Kundrun Family Trust	21,428,333 Ordinary shares (fully paid)
Fritz Kundrun as trustee for the Kundrun Family Trust	AMCI International AG	AMCI International AG	53,951,500 Ordinary shares (fully paid)

**5. Consideration**

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Fritz Kundrun as trustee for the Kundrun Family Trust	29/05/2007	21,428,333 Ordinary shares (fully paid) in Whitehaven Coal Holdings Pty Ltd ACN 124 452 571		21,428,333 Ordinary shares (fully paid)
Fritz Kundrun as trustee for the Kundrun Family Trust	29/05/2007	53,951,500 Ordinary shares in Whitehaven Coal Holdings Pty Ltd ACN 124 452 571 (paid by AMCI International AG)		53,951,500 Ordinary shares (fully paid)

**6. Associates**

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

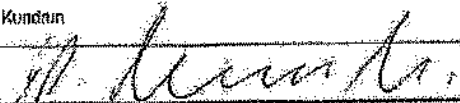
Name and ACN/ARSN (if applicable)	Nature of association
Not Applicable	Not Applicable

**7. Addresses**

The addresses of persons named in this form are as follows:

Name	Address
Fritz Kundtun as trustee for the Kundtun Family Trust	of AMCI Australia Pty Ltd, Riverside Centre, Level 22, 123 Eagle Street, Brisbane Queensland 4000
AMCI International AG	Bieschstrasse 8, 5 <sup>th</sup> Floor, 6300 Zug, Switzerland

**Signature**

print name	Fritz Kundtun	capacity	
sign here		date	5/05/2007

**DIRECTIONS**

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 606 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
  - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."
- (9) Details of the consideration must include any and all benefits, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

**ANNEXURE A**  
**SCRIP FOR SCRIP AGREEMENT**

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THIS IS ANNEXURE A OF 33 PAGES REFERRED TO IN FORM 603 NOTICE OF INITIAL SUBSTANTIAL HOLDER.

THIS IS A TRUE COPY OF THE SCRIP FOR SCRIP AGREEMENT TO WHICH FRITZ KUNDRUN AS TRUSTEE OF THE KUNDRUN FAMILY TRUST IS A PARTY

ALL TERMS AND CONDITIONS OF THE AGREEMENT ARE CONTAINED IN THE ATTACHED AGREEMENT

DATED:

5/06/2007

SIGNED

  
FRITZ KUNDRUN



# McCULLOUGH ROBERTSON

lawyers

*Success. In business*

## PECTEN SCRIP FOR SCRIP AGREEMENT

HANS MENDE AND INGRID MENDE AS TRUSTEES FOR THE MENDE FAMILY TRUST  
*and*

FRITZ KUNDRUN AS TRUSTEE FOR THE KUNDRUN FAMILY TRUST

*and*

MICHAEL QUILLEN AS TRUSTEE FOR THE QUILLEN FAMILY TRUST

*and*

KEITH ROSS

*and*

CHRISTOPHER JOHN BURGESS

*and*

JULIE ANN MAMMEN

*and*

AMCI INTERNATIONAL AG

*and*

KEITH ROSS AND ALISON ROSS AS TRUSTEES FOR THE ROSS FAMILY TRUST

*and*

CHRISTOPHER JOHN BURGESS AND JULIE ANN MAMMEN

*and*

HFTT PTY LTD ACN 100 848 842 AS TRUSTEE FOR THE HAGGARTY FAMILY TRUST

*and*

RANAMOK PTY LTD ACN 079 167 829 AS TRUSTEE FOR THE PLUMMER FAMILY TRUST

*and*

FRC WHITEHAVEN HOLDINGS B.V

*and*

THE PARTIES LISTED IN COLUMN 1 OF SCHEDULE 3

*and*

CORROBARE COAL PTY LIMITED ACN 116 131 670

*and*

WHITEHAVEN COAL HOLDINGS PTY LTD ACN 124 452 571

*and*

PECTEN CORPORATION LIMITED ACN 124 425 396

Level 11 Central Plaza Two  
68 Eagle Street Brisbane  
GPO Box 1855 Brisbane Qld 4001  
Telephone (07) 3233 8888 Fax (07) 3229 9949  
Email [info@mccullough.com.au](mailto:info@mccullough.com.au)  
<http://www.mccullough.com.au/>

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## PECTEN SCRIP FOR SCRIP AGREEMENT

Made on

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- BETWEEN **HANS MENDE AND INGRID MENDE AS TRUSTEES FOR THE MENDE FAMILY TRUST** of C/- AMCI Australia Pty Ltd, GPO Box 731, Brisbane, Queensland, 4001  
(**'Mende Family Trust'**)
- AND **FRITZ KUNDRUN AS TRUSTEE FOR THE KUNDRUN FAMILY TRUST** of C/- AMCI Australia Pty Ltd, GPO Box 731, Brisbane, Queensland, 4001  
(**'Kundrun Family Trust'**)
- AND **MICHAEL QUILLEN AS TRUSTEE FOR THE QUILLEN FAMILY TRUST** of C/- Warren Bamford, 77 Phalcrum Avenue, Seven Hills, Queensland 4170  
(**'Quillen Family Trust'**)
- AND **KEITH ROSS** of 37 Mayfield Street, Ascot, Queensland, 4007  
(**'Ross'**)
- AND **CHRISTOPHER JOHN BURGESS** of Timaroo, Wean Road, Gunnedah, New South Wales, 2380  
(**'Burgess'**)
- AND **JULIE ANN MAMMEN** of Timaroo, Wean Road, Gunnedah, New South Wales, 2380  
(**'Mammen'**)
- AND **AMCI INTERNATIONAL AG** of Bleichstrasse 8, 3<sup>rd</sup> Floor, 6300 Zug, Switzerland  
(**'AMCI AG'**)
- AND **KEITH ROSS AND ALISON ROSS AS TRUSTEES FOR THE ROSS FAMILY TRUST** of 37 Mayfield Street, Ascot, Queensland, 4007  
(**'Ross Family Trust'**)
- AND **CHRISTOPHER JOHN BURGESS AND JULIE ANN MAMMEN** of Timaroo, Wean Road, Gunnedah, New South Wales, 2380  
(**'Burgess Joint Holding'**)
- AND **HFTT PTY LTD ACN 100 848 842 AS TRUSTEE FOR THE HAGGARTY FAMILY TRUST** of 2 Osborne Road, Manly, New South Wales, 2095  
(**'HFTT'**)

- AND **RANAMOK PTY LTD ACN 079 167 829 AS TRUSTEE FOR THE PLUMMER FAMILY TRUST** of Level 9, 1 York Street, Sydney, New South Wales, 2000  
(‘Ranamok’)
- AND **FRC WHITEHAVEN HOLDINGS BV** of Fred Roeskestraat 123, 1076 EB Amsterdam, The Netherlands  
(‘FRC’)
- AND **CORROBARE COAL PTY LTD ACN 116 131 670** of 25 Boreas Street, Nulkaba, New South Wales, 2325  
(‘Corrobare’)
- AND **THE INSTITUTIONAL INVESTORS LISTED IN COLUMN 1 OF SCHEDULE 3** of the address listed in Column 2 of Schedule 3  
(‘Institutional Entities’)
- AND **WHITEHAVEN COAL HOLDINGS PTY LTD ACN 124 452 571** of c/- McCullough Robertson Lawyers, Level 11, Central Plaza Two, 66 Eagle Street, Brisbane, Queensland, 4000  
(‘Original Entity’)
- AND **PECTEN CORPORATION LIMITED ACN 124 425 396** of c/- McCullough Robertson Lawyers, Level 11, Central Plaza Two, 66 Eagle Street, Brisbane, Queensland, 4000  
(‘Acquiring Entity’)

## BACKGROUND

- A. The Original Interest Holders are the holders of all the issued shares in the Original Entity as follows:

Holder	No. of shares (fully paid, ordinary)
Hans Mende and Ingrid Mende as trustees for the Mende Family Trust	21,428,333
Fritz Kundrun as trustee for the Kundrun Family Trust	21,428,333
Michael Quillen as trustee for the Quillen Family Trust	14,329,500
Keith Ross	7,292,227
Christopher John Burgess	1,661,520
Julie Ann Mammen	1,661,520
AMCI International AG	53,951,500

Holder	No. of shares (fully paid, ordinary)
Keith Ross and Alison Ross as trustees for The Ross Family Trust	6,923,000
Christopher John Burgess and Julie Ann Mammen	1,938,440
HFTT Pty Ltd ACN 079 167 829 as trustee for the Haggarty Family Trust	15,000,000
Ranarnok Pty Ltd ACN 079 167 829 as trustee for the Plummer Family Trust	15,000,000
FRC Whitehaven Holdings BV	131,650,000
Corrobare Coal Pty Ltd ACN 116 131 670	1,182,500
Institutional Entities (see column 1 of Schedule 3 for more specific details)	24,303,127
<b>Total</b>	<b>317,750,000</b>

- B. The Option Holders are the holders of the Option Interests in the Original Entity under the Equity Participation and Option Deed.
- C. The parties have agreed to enter into this Agreement for the purpose of effecting a single arrangement within the terms of Subdivision 124-M of the Tax Act whereby the Original Interest Holders will transfer their Original Interest to the Acquiring Entity in exchange for being issued a Replacement Interest by the Acquiring Entity and the Option Holders will exchange their Option Interests for the Replacement Option Interests.
- D. As a result of the Single Arrangement the Acquiring Entity will own 100% of the Original Entity.
- E. The parties have agreed to enter into this Agreement to record the terms and conditions of the Single Arrangement.

## OPERATIVE PROVISIONS

### I. DEFINITIONS

In this Agreement, except to the extent the context otherwise requires:

'Agreed Proportion' has the meaning given to that term in clause 6.12;

'Agreement' means this Pecten Scrip for Scrip Agreement;

'ASIC' means the Australian Securities and Investments Commission;

'ASX' means ASX Limited ACN 008 624 691;

'Business Day' means a day that is not a Saturday, Sunday, or public holiday in Brisbane;

'Claims or Actions' means any claims, demands, allegations, debts, liability, proceedings, suits, demands or causes of action (whether based in contract, tort, equity, statute or otherwise) howsoever arising and whether present or future, fixed or unascertained, actual or contingent, in respect of this Agreement against any other party under the warranties contained in clause 6;

'Completion' means completion of the Completion Events;

**'Completion Date'** means the Business Day following the day the last Condition Precedent is satisfied or waived;

**'Completion Events'** means the transactions comprising the Single Arrangement as set out in clause 4.1;

**'Conditions Satisfaction Date'** means 16 April 2007 or the date specified for a particular Condition Precedent in clause 2.1 (as the case may be);

**'Confidential Information'** means all information which is made available to or obtained by a party from or in connection with this Agreement (including the terms of this Agreement), and which is not a matter of public knowledge or lawfully available from any other source;

**'Cost Base'** has the same meaning as in Part 3-1 of the Tax Act;

**'Corrobare and AMCI AG Acquisition'** means the acquisition of shares in the Original Entity by Corrobare and AMCI AG pursuant to the Subscription and Marketing Rearrangement Agreement;

**'Directors'** means the directors of the Original Entity;

**'Encumbrance'** means any mortgage, pledge, charge, lien, any right of set off, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement and any other security agreement or arrangement of any kind, however it is given, arises or is created;

**'Equity Participation and Option Deed'** means the Equity Participation and Option Deed entered into between the Original Entity, Ranamok and HFTT on or about 4 April 2007;

**'Financial Supply'** has the same meaning as in the GST Act;

**'FRC Share and Shareholder Loans Sale Agreement'** means the FRC Share and Shareholder Loans Sale Agreement entered into on or about 4 April 2007 between the Original Entity, NL IA and FRC Southern Cross Coal Holdings LLC;

**'FRC Subscription Agreement'** means the subscription agreement entered into between the Original Entity and NL IA on or about 4 April 2007;

**'GST'** has the same meaning as in the GST Act;

**'GST Act'** means *A New Tax System (Goods and Services Tax) Act 1999*;

**'Institutional Acquisition'** means the acquisition of shares in the Original Entity by the Institutional Entities to be made on or about the date of this Agreement pursuant to the terms of an information memorandum issued by the Original Entity for that purpose;

**'Information Memorandum'** means the information memorandum issued by the Original Entity for the transfer of shares in the Original Entity to sophisticated investors which information memorandum is dated on or about the date of this Agreement;

**'Law'** means the *Corporations Act 2001*;

**'Liability Limit Amount'** in respect of each Original Interest Holder, means the number of Original Entity shares held by that Original Interest Holder (as outlined in paragraph A to the Background) multiplied by \$1;

**'Narrabri'** means Narrabri Coal Pty Ltd ACN 107 813 963;

**'Narrabri Scrip for Scrip Agreement'** means the Scrip for Scrip Agreement entered into on or about 4 April 2007 between Whitehaven, AMCI AG, the Ross Family Trust, the Quillen Family Trust, the Burgess Joint Holding, NL IIA and Narrabri;

**'New Directors'** means unless already appointed as a director of the Acquiring Entity, Andy Plummer, Tony Haggarty, Alex Krueger, Keith Ross, Hans Mende and Neil Chatfield;

**'NL IA'** means Australian Inter Coal Holdings (NL) IA B.V.;

'NL IF' means Australian Inter Coal Holdings (NL) II B.V;

'NL IIA' means Australian Inter Coal Holdings (NL) IIA B.V;

'Option Holders' mean HFTT and Ranamok severally, and 'Option Holder' means any one of them;

'Option Interests' means, in respect of each Option Holder, the options to acquire shares in the Original Entity which they have under the Equity Participation and Option Deed;

'Option Novation' means the novation of the rights and obligations of the Original Entity under the Equity Participation and Option Deed by the Original Entity to the Acquiring Entity pursuant to the Option Novation Deed;

'Option Novation Deed' means the deed of novation contained in Schedule 4 of this Agreement;

'Original Interest' means the fully paid ordinary shares held by the Original Interest Holders in the Original Entity immediately prior to the start of Completion Date, which shares are described in column 1 of Schedule 1;

'Original Interest Holders' means the Mende Family Trust, the Kundrun Family Trust, the Quillen Family Trust, Ross, Burgess, Mammen, AMCI AG, the Ross Family Trust, the Burgess Joint Holding, HFTT, Ranamok, FRC, Corrobare and the Institutional Entities;

'Pecten Prospectus' means the issue of a Prospectus which will be issued after the date of this Agreement for a capital raising in respect of the Acquiring Entity and the purpose of the Acquiring Entity being admitted to the Official List of ASX;

'Replacement Interest' means that number of fully paid ordinary shares in the Acquiring Entity to be issued to the Original Interest Holders, the details of which shares are set out in column 3 of Schedule 1 being an interest similar to the Original Interests;

'Replacement Interest Allotment' means the allotment of the Replacement Interest as described in clause 4.3(a);

'Replacement Option Interest' means the options acquired by an Option Holder pursuant to the Option Novation and in exchange for its Option Interest;

'Single Arrangement' means the transactions referred to in clause 4.1 which together form part of a single arrangement for the purposes of subdivision 124-M of the Tax Act;

'Subscription and Marketing Rearrangement Agreement' means the subscription agreement dated on or about 4 April 2007 between the Original Entity, AMCI AG and Corrobare for the Corrobare and AMCI AG Acquisition;

'Successful Capital Raising and Quotation' means both:

- (a) the offer made under the Pecten Prospectus being fully subscribed by its closing date; and
- (b) ASX advising that Pecten's shares will be admitted to quotation on the official list of ASX, subject to compliance with any conditions ASX may specify and which are acceptable to Pecten;

'Supply' has the same meaning as in the GST Act;

'Tax Act' means the *Income Tax Assessment Act 1997*;

'Tranche 1 Shares' has the meaning given to that term in the Equity Participation and Option Deed;

'Tranche 2 Shares' has the meaning given to that term in the Equity Participation and Option Deed;

'Transfer' means the transfers of the Original Interest from each of the Original Interest Holders to the Acquiring Entity as described in clause 4.2(a);

'Title Warranties' means each representation and warranty given under clause 6 that is expressed to be a 'Title Warranty', and 'Title Warranty' means any one of them;

'Transfer Consideration' means the consideration paid by the Acquiring Entity for the Transfer, which consideration is to be satisfied by the allotment of shares in the Acquiring Entity to the Original Interest Holders pursuant to the Replacement Interest Allotment;

'Warranties' means each of the representations and warranties given under clause 6, including (unless otherwise specified) the Title Warranties, and 'Warranty' means any one of them.

'WCH Scrip for Scrip Agreement' means the scrip for scrip agreement entered into on 4 April 2007 by Whitehaven, certain of its shareholders and the Original Entity for the acquisition in the Original Entity of Whitehaven in exchange for the issue of shares in the Original Entity to the shareholders of Whitehaven; and

'Whitehaven' means Whitehaven Coal Mining Limited ACN 086 426 253.

## 2. CONDITIONS PRECEDENT

### 2.1 Conditions Precedent

The obligations of the parties under this Agreement are subject to, and do not become binding on the parties unless and until all of the following are satisfied or obtained:

- (a) the Treasurer of the Commonwealth of Australia:
  - (i) ceases to be empowered to make an order under Part II of the *Foreign Regulations and Takeovers Act 1975 (Cth)* in respect of the transactions contemplated by this Agreement; or
  - (ii) gives advice in writing of a decision of the Treasurer that the Commonwealth Government has no objection to the transactions contemplated by this Agreement, whichever occurs first;
- (b) completion of the Narrabri Scrip for Scrip Agreement;
- (c) the issue of the Tranche 1 Shares and Tranche 2 Shares under the Equity Participation and Option Deed;
- (d) completion of the FRC Subscription Agreement;
- (e) completion of the FRC Share Sale Agreement;
- (f) completion of the WCH Scrip for Scrip Agreement;
- (g) completion of the Subscription and Marketing Rearrangement Agreement;
- (h) completion of the Institutional Acquisition;
- (i) approval of the Pecten shareholders to the entering into and completion of this Agreement; and
- (j) Successful Capital Raising and Quotation advice on or before 31 May 2007, ('Conditions Precedent').

### 2.2 Obtaining Satisfaction of Conditions Precedent

- (a) Each party must execute and deliver all documents, use all reasonable endeavours and do all other things as may be reasonably necessary to ensure that the Conditions Precedent are fulfilled on or before the Conditions Satisfaction Date.
- (b) Each party must notify each other party immediately on becoming aware that:
  - (i) a Condition Precedent has been satisfied;

- (ii) it will be unable to satisfy any of the Conditions Precedent on or before the Conditions Satisfaction Date; or
  - (iii) any of the Conditions Precedent have otherwise become incapable of satisfaction.
- (c) A Condition Precedent may only be waived if all parties agree in writing to waive the Condition Precedent.

### **2.3 Failure to satisfy Conditions Precedent**

If one or more of the Conditions Precedent has not been satisfied by or waived by the Conditions Satisfaction Date, then any party may give notice to the other parties to the effect that all of the parties will be under no further obligation under this Agreement and this Agreement will be discharged and of no further effect, except that each party will remain responsible for any prior breach of this Agreement on its part.

## **3. CONDUCT BEFORE COMPLETION**

The Original Interest Holders agree that, between the date of execution of this Agreement and the Completion Date, they will not, without the consent of the Acquiring Entity, dispose of, create any Encumbrance over, or declare themselves trustee of, the whole or any part of their Original Interest.

## **4. COMPLETION EVENTS**

### **4.1 Transactions comprising the Single Arrangement**

As part of the Single Arrangement, and to effect the exchange by the Original Interest Holders of their Original Interest for a Replacement Interest pursuant to subdivision 124-M of the Tax Act, the parties agree that the following transactions will take place simultaneously on the Completion Date:

- (a) the Transfer;
- (b) the Replacement Interest Allotment; and
- (c) the Option Novation.

### **4.2 Completion of the Transfer**

- (a) On the Completion Date, the Original Interest Holders will transfer their Original Interest to the Acquiring Entity in exchange for the Transfer Consideration.
- (b) On Completion, the Original Interest Holders:
  - (i) must deliver to the Acquiring Entity, the share certificates (if any) issued by the Original Entity for the Original Interest together with an executed instruments of transfer in registrable form (except for the payment of any applicable stamp duty) for the Original Interest in favour of the Acquiring Entity;
  - (ii) must deliver to the Acquiring Entity such declarations as are required under the *Duties Act 2001* to enable the transfers referred to in clause 4.2(b)(i) to be stamped;
  - (iii) must deliver to the Acquiring Entity any waiver, consent or other document which the Acquiring Entity may require to obtain good title to the Original Interest and to obtain registration in its name;
  - (iv) must cause a meeting of the Directors to be convened and procure that at the meeting the Directors approve the transfer of the Original Interest to the Acquiring Entity and, subject to the payment of stamp duty, direct that entries in the Original Entity's share register be made, the existing share certificates for the

Original Interest (if any) be cancelled and a new certificate, in the name of the Acquiring Entity, be issued;

- (v) must deliver to the Acquiring Entity:
  - (A) the certificate of registration, common seal (if the Original Entity has adopted a seal), the constitution and other constituent documents, register of members, register of charges, minute books of directors and shareholders meetings and the other statutory registers and records of the Original Entity, in proper order, entered up and complying with all legal requirements; and
  - (B) all other books (including financial records), documents, records and papers of the Original Entity in proper order; and
- (vi) will agree to procure the Original Entity to, and the Original Entity will agree to notify ASIC of the Transfer of the Original Interest to the Acquiring Entity as soon as practicable after Completion and within the required timeframe.

#### **4.3 Completion of the Replacement Interest Allotment**

On the Completion Date:

- (a) the Acquiring Entity will issue the Replacement Interest to the Original Interest Holders in order to satisfy the Transfer Consideration; and
- (b) the Acquiring Entity will agree to notify ASIC of the issue of the Replacement Interest to the Original Interest Holders as soon as practicable (and within the required timeframe) after Completion.

#### **4.4 Option Novation on the Completion Date**

On the Completion Date, the Original Entity, Acquiring Entity and the Option Holders will execute and deliver to each of them the Option Novation Deed and must do all things and execute all further document necessary for the Option Holders to exchange their Option Interests for the Replacement Option Interests.

#### **4.5 Roll-over**

The parties acknowledge and agree that:

- (a) all the transactions comprising the Single Arrangement are to be effected with the benefit of a capital gains tax roll-over pursuant to subdivision 124-M of the Tax Act and the parties will do all things necessary to give effect to that purpose;
- (b) the market value of the Replacement Interest is at least substantially the same as the market value of the shares which the Original Interest Holder holds in the Original Entity;
- (c) The market value of the Replacement Option Interest is as at least substantially the same as the market value of the Option Interests held by each of the Option Holders;
- (d) the rights and obligations attaching to the Replacement Interest are the same kind of rights and obligations as those attaching to the Original Interest;
- (e) the rights and obligations attaching to the Replacement Option Interests are the same kind of rights and obligations as those attaching to the Option Interests;
- (f) if required under subdivision 124-M of the Tax Act, the Original Interest Holders, the Option Holders and the Acquiring Entity will jointly choose to obtain the roll-over;
- (g) if required under subdivision 124-M of the Tax Act, the Original Interest Holders and the Option Holders will provide the Acquiring Entity with details of the Cost Base of their shares in the Original Entity and their Option Interests respectively;

- (h) each party will deliver upon request (at any time on or after the Completion Date) to the other parties a copy of any relevant declarations and notices of choice required to obtain the capital gains tax roll-over relief available pursuant to subdivision 124-M of the Tax Act;
- (i) the Single Arrangement is one in which:
  - (i) all owners of voting shares in the Original Entity and all owners of options can participate; and
  - (ii) participation is available on substantially the same terms for all the owners of interests of a particular type in the Original Entity.

#### **4.6 Market value of Assets**

It is acknowledged that the assets (other than current assets) of the Original Entity and its subsidiaries and the market value for those assets as at Completion should be generally in accordance with Schedule 2.

#### **5. REMOVAL AND APPOINTMENT OF OFFICERS**

On or before Completion, the Acquiring Entity will arrange for all of its current directors to retire as directors of the Acquiring Entity, and for the New Directors to be appointed as directors of the Acquiring Entity in their place.

#### **6. WARRANTIES**

##### **6.1 Warranties by the Original Interest Holders and the Option Holders**

Each Original Interest Holder warrants and represents to the other parties that the following statements are true, complete and accurate (to the best of their knowledge, information and belief):

- (a) it has full corporate power and authority to execute, deliver and perform its obligations under this Agreement as at the Completion Date (Title Warranty);
- (b) it has good legal and beneficial title to the shares comprising its Original Interest as at the Completion Date (Title Warranty);
- (c) it is able to pay its debts as and when they fall due as at the date of this Agreement and as at the Completion Date;
- (d) no order has been made, or application filed, or resolution passed or a notice of intention given to pass a resolution for the winding up of the Original Entity and there are no circumstances justifying commencement of any such action as at the date of this Agreement and as at the Completion Date;
- (e) the shares which comprise its Original Interest are fully paid, free from any Encumbrance and third party interest as at the Completion Date; and
- (f) where the Original Interest Holder is an Option Holder, it has good legal and beneficial title to the rights comprising its Option Interest and those Option Interests are free of Encumbrance and third party interests as at the Completion Date ('Title Warranty').

##### **6.2 Warranties by the Original Entity**

The Original Entity warrants and represents to the other parties that the following statements are true, complete and accurate (to the best of its knowledge, information and belief):

- (a) it has full corporate power and authority to execute, deliver and perform its obligations under this Agreement as at the Completion Date (Title Warranty);

- (b) it is able to pay its debts as and when they fall due as at the date of this Agreement and as at the Completion Date;
- (c) no order has been made, or application filed, or resolution passed or a notice of intention given to pass a resolution for the winding up of it and there are no circumstances justifying commencement of any such action as at the date of this Agreement and as at the Completion Date; and
- (d) as at the Completion Date, it will (either directly or indirectly) own 100% of the issued shares in Whitehaven and Narrabri.

### 6.3 Warranties by the Acquiring Entity

The Acquiring Entity warrants and represents to the other parties that the following statements are true, complete and accurate (to the best of its knowledge, information and belief):

- (a) it has full corporate power and authority to execute, deliver and perform its obligations under this Agreement as at the Completion Date (**Title Warranty**);
- (b) it is able to pay its debts as and when they fall due as at the date of this Agreement and as at the Completion Date;
- (c) no order has been made, or application filed, or resolution passed or a notice of intention given to pass a resolution for the winding up of it and there are no circumstances justifying commencement of any such action as at the date of this Agreement and as at the Completion Date;
- (d) the shares to be issued by it to the Original Interest Holders, constituting the Replacement Interests, will be fully paid and free from any Encumbrance and third party interests as at the Completion Date (**Title Warranty**); and
- (e) the Replacement Option Interests to be issued to the Option Holders by virtue of the Option Novation Deed will be free of any Encumbrances and third party interests as at the Completion Date (**Title Warranty**).

### 6.4 Application of Warranties

The parties acknowledge and agree that:

- (a) each of the Title Warranties remain in full force after Completion;
- (b) each of the Warranties (other than the Title Warranties) remain in full force for a period of 12 months after Completion;
- (c) each of the Warranties are separate and independent and not limited or restricted by any other Warranty or provision of this Agreement; and
- (d) each of the Warranties is not affected by any investigation made by or on behalf of the party seeking to rely on the relevant Warranty (**"Relying Party"**) or any information relating to the Business of which the Relying Party has knowledge, actual or constructive, except and only to the extent that it is fully, fairly and accurately disclosed under clause 6.5.

### 6.5 Qualifications to Warranties

The Warranties are qualified by, and a party may not make any Claim in relation to anything fully, fairly and accurately disclosed in:

- (a) this Agreement; or
- (b) the due diligence investigations conducted by or on behalf of the party.

## **6.6 Not aware**

Each party warrants to the other parties that it is not aware of any breach of any of the Warranties on execution of this Agreement.

## **6.7 Parties to disclose breach**

A party must disclose to each of the other parties in writing, promptly upon becoming aware of the same, full details of any fact, matter, event or circumstance which does or might constitute a breach of any of the Warranties.

## **6.8 Limitations of Liability**

Notwithstanding anything to the contrary contained in this Agreement, where a Claim is made by a party ("Claiming Party") alleging a breach of a Warranty by another party ("Breaching Party"), the Breaching Party will not be liable for any Claims or Actions:

- (a) **(Claiming Party's own actions):** where, and to the extent, the Claim or Action is as a result of or in consequence of any voluntary act, omission, transaction or arrangement of or on behalf of the Claiming Party after Completion;
- (b) **(Legislation):** where the Claim or Action is as a result of or in respect of, or where the Claim or Action arises from any act, matter, omission, transaction or circumstance which would not have occurred but for any legislation not in force at the date of this agreement or any change of any law or administrative practice of any governmental agency, including any such legislation or change which takes effect retrospectively;
- (c) **(Notice and access):** unless the Claiming Party has:
  - (i) given the Breaching Party notice in writing in reasonable detail of facts or circumstances known to the Claiming Party which gives rise to the Claim or action; and
  - (ii) given the Breaching Party reasonable access to all relevant Records the Breaching Party may reasonably request (but only to the extent that that information relates exclusively to the Claim or Action); and
- (d) **(Lower dollar limits):** unless:
  - (i) the amount finally awarded or agreed as being payable in respect of the Claim or Action in question is greater than \$150,000; and
  - (ii) the aggregate amount finally awarded or agreed as being payable in respect of all Claims and Actions is greater than \$500,000, in which case the Breaching Party is liable for the whole of the amount and not just the excess.

## **6.9 No limitations for fraud**

None of the limitations set out in clause 6.8 will apply if the Breaching Party:

- (a) has acted fraudulently, dishonestly, deliberately or recklessly; or
- (b) fraudulently, dishonestly, deliberately or recklessly make or omit to make any disclosure in such a way as to render any Warranty misleading, false or deceptive.

## **6.10 Duration of warranties other than Title Warranties**

The Warranties (other than the Title Warranties) remain in full force and effect and the Claiming Party may make a Claim notwithstanding Completion until the first anniversary of the Completion Date and, where before that date the Claiming Party gives the Breaching Party notice of a Claim, that Warranty does not cease on that date and continues after that date to the extent required to enable the Claiming Party to prosecute that Claim provided that if, by the first anniversary of the Completion Date the Claiming Party has given written notice of the Claim to

the Breaching Party, then within 6 months of the Breaching Party receiving that notice, the Claim must be:

- (a) admitted or satisfied by the Breaching Party;
- (b) settled between the Breaching Party and the Claiming Party; or
- (c) referred to a court of competent jurisdiction by the Claiming Party instituting and serving legal proceedings against the Breaching Party in relation to that Claim.

#### **6.11 Maximum Liability for claims**

The parties acknowledge that each of them has entered into this Agreement in full reliance on the Warranties contained in this Agreement. Accordingly, the maximum aggregate amount recoverable by a party from any of the other parties in respect of all Claims and Actions arising under this Agreement will be:

- (a) for each Original Interest Holder, the Liability Limit Amount for that Original Interest Holder; and
- (b) for the Original Entity, \$1;
- (c) for the Acquiring Entity, \$140,000,000; and
- (d) for each Option Holder (in that capacity), \$1.

#### **6.12 Several Liability**

The Original Interest Holders' liability under the Agreement is several in the proportions they hold shares comprising the Original Interest, ('Agreed Proportion') provided that:

- (a) no Original Interest Holder will be liable for the breach of Warranty given by any other Original Interest Holder;
- (b) the Option Holders' liability under this Agreement is several in the proportions they hold Option Interests; and
- (c) the liability of each Original Interest Holder for any breach under clause 6.1(f) will be limited to its Agreed Proportion of any loss or damage arising from any such breach.

#### **7. GOODS AND SERVICES TAX**

The parties acknowledge that the transactions comprising the Single Arrangement are Financial Supplies and as such no GST is payable in respect of any Supply made under or in connection with this Agreement.

#### **8. AMENDMENTS IN WRITING**

No amendment to this Agreement has any force unless it is in writing and signed by all of the parties to this Agreement.

#### **9. COUNTERPARTS**

This Agreement is validly executed if executed in one or more counterparts.

#### **10. NO MERGER**

The covenants, conditions, provisions and warranties contained in this Agreement do not merge or terminate upon completion of the transactions contemplated in this Agreement but to the extent that they have not been fulfilled and satisfied or are capable of having effect, remain in full force and effect.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties as to its subject matter and supersedes and cancels all prior arrangements, understandings and negotiations in connection with it. Any statement made in negotiations for this Agreement which is not set out in this Agreement does not form part of the agreement between the parties.

12. FURTHER ASSURANCES

Each party must do all things and execute all further documents necessary to give full effect to this Agreement and refrain from doing anything that might hinder the performance of this Agreement.

13. GOVERNING LAW AND JURISDICTION

- (a) This Agreement is governed by the laws of Queensland and the Commonwealth of Australia.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland and shall not:
- (i) object to an action being brought in the Queensland Registry of a court of that State or Federal Court; or
  - (ii) assert that any action has been brought in an inconvenient forum;
- and each party undertakes to refrain from:
- (iii) bringing an action in any other court or tribunal whether within Australia or otherwise; and
  - (iv) seeking pursuant to the *Jurisdiction of Courts (Cross-vesting) Act 1987 (Qld)* (as amended) or otherwise to transfer any action to another State or Territory;
- in relation to any dispute which arises directly or indirectly from this Agreement.

14. NO WAIVER

- (a) The failure of a party at any time to require full or partial performance of any provision of this Agreement does not affect in any way the full right of that party to require that performance subsequently.
- (b) The waiver by any party of a breach of a provision of this Agreement is not deemed a waiver of all or part of that provision or of any other provision or of the right of that party to avail itself of its rights subsequently.
- (c) Any waiver of a breach of this Agreement must be in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in that waiver.

15. SEVERABILITY

Where any provision of this Agreement is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this Agreement and the parties must attempt to replace that severed part with a legally acceptable alternative clause that meets the parties' commercial objectives.

16. NOTICE

Any notice, demand, consent or other communication to be given by a party to another party under this Agreement must:

- (a) be in writing;
- (b) give the address of the recipient as set out in this Agreement or as varied by notice from the relevant party;
- (c) be left at or sent by prepaid post to that address; and
- (d) be deemed to be served on the day of delivery or 3 days after the date of posting by prepaid post as the case may be.

#### 17. COSTS

- (a) Each party bears its own costs in relation to the preparation and execution of this Agreement.
- (b) Except to the extent it is otherwise expressly provided in this Agreement, the Acquiring Entity pays all stamp duty on this Agreement and on any instrument or other document executed to give effect to any provision of this Agreement.

#### 18. CONFIDENTIALITY

A party may only use Confidential Information of another party for the purposes of this Agreement, and must keep the existence and the terms of this Agreement and any Confidential Information of another party confidential except where:

- (a) the information is public knowledge (but not because of a breach of this Agreement) or the party has independently created the information;
- (b) disclosure is required by law or a regulatory body (including a relevant stock exchange);
- (c) disclosure is made to a person who must know for the purposes of this Agreement, such disclosure being made on the basis that the person keeps the information confidential;
- (d) such disclosure is required as part of the Information Memorandum or the Prospectus; or
- (e) disclosure is made to a prospective purchaser of any of the party's shares in the Acquiring Entity, provided that a written undertaking is received by the party, to the reasonable satisfaction of the party, to ensure that Confidential Information and any other information so disclosed remains confidential.

#### 19. INTERPRETATION

In this Agreement, except to the extent the context otherwise requires:

- (a) the singular includes the plural and vice versa and a gender includes other genders;
- (b) a reference to a party is to be construed as a reference to a party to this Agreement;
- (c) a reference to a party to this Agreement or any other document or agreement includes its successors and permitted assigns;
- (d) a reference to an item in the Background, clause, schedule, annexure or appendix is a reference to an item in the Background, clause of or schedule, annexure or appendix to this Agreement and references to this Agreement include its schedules and any annexures;
- (e) where a word or phrase is given a particular meaning, other parts of speech or grammatical forms of that word or phrase have corresponding meanings;

- (f) a reference to a document or agreement including this Agreement includes a reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (g) in the interpretation of this Agreement, headings are to be disregarded;
- (h) a reference to a statute, ordinance, code or other law or section or schedule of a statute, ordinance, code or other law includes all statutory instruments or regulations issued under any of them and any statutory modification or re-enactment, or substitution, of any of them;
- (i) expressions and terms expressly used in this Agreement which are defined in the Law as at the date of this Agreement have the same meanings as have been ascribed to them in the Law as at the date of this Agreement;
- (j) where a party comprises 2 or more persons, an agreement or obligation to be performed or observed by that party binds those persons jointly and severally and a reference to that party includes a reference to any one or more of those persons;
- (k) references to '\$A', 'dollar', '\$' and to any amount not otherwise designated is to be construed as a reference to Australian currency;
- (l) a reference to time is to the time in Brisbane, Australia;
- (m) a reference to 'writing' includes typewriting, printing, lithography, photography and any other mode of representing or reproducing words in a permanent and visible form;
- (n) if any day appointed or specified by this Agreement for the payment of any money or the doing of any act, matter or thing falls on a day which is not a Business Day in Brisbane, then the day so appointed or specified is deemed to be the next day which is a Business Day;
- (o) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as' or 'for example' (or similar phrases) are not words of limitation.

## Schedule 1

Details of shareholding before and after the various transactions comprising the Single Arrangement

Party	Shareholding		
	In Original Entity (Whitehaven Coal Holdings Limited ACN 124 452 571)	In Acquiring Entity (Pecten Corporation Limited ACN 124 425 396)	
	1	2	3
	Before Transfer	After Transfer	After Replacement Interest Allotment
<b>Original Interest Holders - fully paid, ordinary shares as set out below:</b>			
Hans Mende and Ingrid Mende as trustees for the Mende Family Trust	21,428,333	Nil	21,428,333
Fritz Kundrun as trustee for the Kundrun Family Trust	21,428,333	Nil	21,428,333
Michael Quillen as trustee for the Quillen Family Trust	14,329,500	Nil	14,329,500
Keith Ross	7,292,227	Nil	7,292,227
Christopher John Burgess	1,661,520	Nil	1,661,520
Julie Ann Mammen	1,661,520	Nil	1,661,520
AMCI International AG	53,951,500	Nil	53,951,500
Keith Ross and Alison Ross as trustees for The Ross Family Trust	6,923,000	Nil	6,923,000
Christopher John Burgess and Julie Ann Mammen	1,938,440	Nil	1,938,440
HFTT Pty Ltd ACN 079 167 829 as trustee for the Haggarty Family Trust	15,000,000	Nil	15,000,000

Party	Shareholding		
	In Original Entity (Whitehaven Coal Holdings Limited ACN 124 452 571)	In Acquiring Entity (Pecten Corporation Limited ACN 124 425 396)	
	1	2	3
	Before Transfer	After Transfer	After Replacement Interest Allotment
Ranamok Pty Ltd ACN 079 167 829 as trustee for the Plummer Family Trust	15,000,000	Nil	15,000,000
FRC Whitehaven Holdings BV	131,650,000	Nil	131,650,000
Corrobare Coal Pty Limited ACN 116 131 670	1,182,500	Nil	1,182,500
Institutional Entities (see column 1 of Schedule 3)	24,303,127	Nil	24,303,127
Acquiring Entity - ordinary fully paid shares as set out below:			
Pecten Corporation Limited ACN 124 425 396	Nil	317,750,000	N/A

## Schedule 2

Non-Current Assets and their Market Value

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**McCullough Robertson Lawyers are hereby authorised to complete and insert the contents of this Schedule and circulate it to the parties within 7 days of the date of this Agreement.**

### Schedule 3

#### Institutional Entities

<b>Institutional Entity</b>	<b>Address</b>	<b>No of Shares held in the Original Entity</b>
Colonial First State Investments Limited (formerly Colonial First State Investment Managers (Australia) Limited ACN 002 348 352	Level 29, 52 Martin Place Sydney NSW 2000	1,200,000
Eley Griffiths Group Pty Limited ACN 102 271 812	Level 7, 139 Macquarie Street Sydney, NSW, 2000	1,200,000
Perennial Value Management Limited ACN 090 879 904	Level 19, 56 Pitt Street Sydney NSW 2000	1,250,000
JP Morgan Nominees Australia Limited ACN 002 899 961	Level 26, Grosvenor Place 225 George Street Sydney 2000	2,991,472
National Nominees Limited ACN 004 278 899	Level 21 500 Bourke Street Melbourne VIC 3000	3,633,489
RBC Dexia Investor Services Australian Nominees Pty Ltd ACN 097 125 123	Level 17 2 Park Street Sydney NSW 2000	1,745,624
G & H Custodians Pty Ltd ACN 084 869 125	Suite 902 Cliveden 4 Bridge Street Sydney NSW 2000	700,000
ANZ Nominees Limited ACN 005 357 568	530 Collins Street Melbourne VIC 3000	231,312
Cogent Nominees Pty Limited ACN 084 150 023	Level 6, 60 Castlereagh Street Sydney, NSW 2000	84,552
State Street Australia Ltd ACN 002 965 200	338 Pitt Street Sydney NSW 2000	12,768
BNP Paribas Fund Services Australasia Pty Ltd ACN 002 655 674	Level 6 60 Castlereagh Street Sydney NSW 2000	100,783
Argo Investments Limited ACN 007 519 520	264 George Street, Sydney New South Wales 2000	700,000

Institutional Entity	Address	No of Shares held in the Original Entity
Rubicon Nominees Pty Ltd ACN 009 833 596	C/- Ben Harrison, Wilson HTM Investment Group, Level 38, Riparian Plaza, 71 Eagle Street, Brisbane QLD 4000 Australia	9,375,000
Powers Pty Ltd ACN 009 678 228	C/- Ben Harrison, Wilson HTM Investment Group, Level 38, Riparian Plaza, 71 Eagle Street, Brisbane QLD 4000 Australia	1,078,127
Total		24,303,127

Further details are set out in the spreadsheet in Annexure A

**Schedule 4**  
**Option Novation Deed**

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EXECUTED as an agreement in Queensland.

SIGNED by HANS MENDE as trustee for the Mende Family Trust in the presence of: )

A *[Signature]*  
Signature of witness

A JANE McCORMACK  
Name of witness (print)

A *[Signature]*  
Signature of Hans Mende  
by his attorney  
Damien Clarke

SIGNED by INGRID MENDE as trustee for the Mende Family Trust in the presence of: )

A *[Signature]*  
Signature of witness

A Janelle Moody  
Name of witness (print)

A *[Signature]*  
Signature of Ingrid Mende  
by her attorney  
Damien Clarke

SIGNED by FRITZ KUNDRUN as trustee for the Kundrun Family Trust in the presence of: )

A *[Signature]*  
Signature of witness

A Janelle Moody  
Name of witness (print)


A *[Signature]*  
Signature of Fritz Kundrun  
by his attorney  
Damien Clarke

SIGNED by MICHAEL QUILLEN as trustee for  
the Quillen Family Trust in the presence of: )

A

  
Signature of Michael Quillen


by his attorney  
Damien Clarke

  
Signature of witness

Janelle Moody  
Name of witness (print)

SIGNED by KEITH ROSS in the presence of )

A

  
Signature of Keith Ross


by his attorney  
Damien Clarke

  
Signature of witness

Janelle Moody  
Name of witness (print)

SIGNED by CHRISTOPHER  
JOHN BURGESS in the presence of: )

A

  
Signature of Christopher John Burgess

by his attorney  
Damien Clarke

  
Signature of witness

Janelle Moody  
Name of witness (print)

SIGNED by JULIE ANN MAMMEN in the  
presence of: )

A

  
Signature of Julie Ann Mammen

by her attorney  
Damien Clarke

  
Signature of witness

Janelle Moody  
Name of witness (print)

EXECUTED for and on behalf of )  
AMCI INTERNATIONAL AG by authority of the )  
directors in the presence of: )  
by its attorney )

A *Jane McCormack*  
Director Witness

A \_\_\_\_\_  
Director/Secretary by its Attorney

A JANE McCORMACK  
Full name of ~~director~~ witness

A DAMIEN CLARKE  
Full name of director/secretary Attorney

SIGNED by KEITH ROSS as trustee for The Ross )  
Family Trust in the presence of: )

A *K Ross*  
Signature of Keith Ross

A *J Moody*  
Signature of witness

by his attorney  
Damien Clarke

A Janelle Moody  
Name of witness (print)

SIGNED by ALISON ROSS as trustee for The )  
Ross Family Trust in the presence of: )

A *A Ross*  
Signature of Alison Ross

A *J Moody*  
Signature of witness

by her attorney  
Damien Clarke

A Janelle Moody  
Name of witness (print)

EXECUTED by  
HFTT PTY LTD ACN 100 848 842 AS TRUSTEE  
FOR THE HAGGARTY FAMILY TRUST  
on / /20 by:

A \_\_\_\_\_  
Signature of Tony Haggarty who signs in  
the capacity of sole secretary and sole  
director

EXECUTED for and on behalf of  
AMCI INTERNATIONAL AG by authority of the  
directors in the presence of: )  
)  
)

A \_\_\_\_\_  
A Director

A \_\_\_\_\_  
A Director/Secretary

A \_\_\_\_\_  
A Full name of director

A \_\_\_\_\_  
A Full name of director/secretary

SIGNED by KEITH ROSS as trustee for The Ross  
Family Trust in the presence of: )

A \_\_\_\_\_  
A Signature of Keith Ross

A \_\_\_\_\_  
A Signature of witness

A \_\_\_\_\_  
A Name of witness (print)

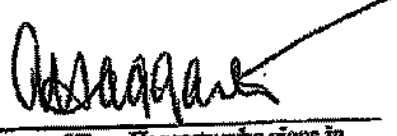
SIGNED by ALISON ROSS as trustee for The  
Ross Family Trust in the presence of: )

A \_\_\_\_\_  
A Signature of Alison Ross

A \_\_\_\_\_  
A Signature of witness

A \_\_\_\_\_  
A Name of witness (print)

EXECUTED by  
HFTT PTY LTD ACN 100 848 842 AS TRUSTEE  
FOR THE HAGGARPY FAMILY TRUST  
on 16/14/2007 by:

  
A \_\_\_\_\_  
A Signature of Tony Haggarty who signs in  
the capacity of sole secretary and sole  
director



Copy

EXECUTED by  
RANAMOK PTY LTD ACN 079 167 829 AS  
TRUSTEE FOR THE PLUMMER FAMILY  
TRUST on / /20 by.

A \_\_\_\_\_  
Director

A \_\_\_\_\_  
Director/Secretary

A \_\_\_\_\_  
Full name of Director

A \_\_\_\_\_  
Full name of Director/Secretary

EXECUTED for and on behalf of FRC )  
WHITEHAVEN HOLDINGS B.V )  
by: ATC MANAGEMENT B.V., its Managing )  
Director by two of its authorised persons )

A \_\_\_\_\_  
Authorised Person Signature

A \_\_\_\_\_  
Authorised Person Signature

A \_\_\_\_\_  
Name of Authorised Person

A \_\_\_\_\_  
Name of Authorised Person

EXECUTED for and on behalf of CORROBARE )  
COAL PTY LIMITED ACN 116 131 670 )

by authority of the directors in the presence of: )

A \_\_\_\_\_  
Director

A \_\_\_\_\_  
Director/Secretary

A \_\_\_\_\_  
Full name of director

A \_\_\_\_\_  
Full name of director/secretary

EXECUTED by  
RANAMOK PTY LTD ACN 079 167 829 AS  
TRUSTEE FOR THE PLUMMER FAMILY  
TRUST on / /20 by:

copy

A \_\_\_\_\_  
A Director

A \_\_\_\_\_  
A Director

A \_\_\_\_\_  
A Full name of Director

A \_\_\_\_\_  
A Full name of Director/Secretary

EXECUTED for and on behalf of FRC )  
WHITEHAVEN HOLDINGS B.V )  
by: ATC MANAGEMENT B.V., its Managing )  
Director by two of its authorised persons )

A \_\_\_\_\_  
A Authorised Person Signature

A \_\_\_\_\_  
A Authorised Person Signature

A \_\_\_\_\_  
A Name of Authorised Person

A \_\_\_\_\_  
A Name of Authorised Person

EXECUTED for and on behalf of CORROBARE )  
COAL PTY LIMITED ACN 116 131 670 )

by authority of the directors in the presence of: )

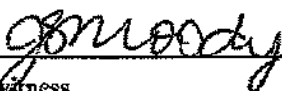
A \_\_\_\_\_  
A Director  



A \_\_\_\_\_  
A Director/Secretary  
C. J. Champ

A \_\_\_\_\_  
A Full name of director  
CHRISTOPHER ROSS CHAMP  
C.R. Champ


A \_\_\_\_\_  
A Full name of director/secretary  
CHRISTOPHER ROSS CHAMP

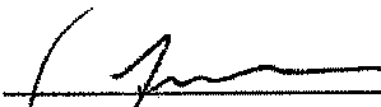
SIGNED for and on behalf of  
COLONIAL FIRST STATE INVESTMENTS  
LIMITED (FORMERLY COLONIAL FIRST  
STATE INVESTMENT MANAGERS  
(AUSTRALIA) LIMITED ACN 002 348 352 in  
the presence of:

^   
Signature of witness  
Janelle Moody  
^ \_\_\_\_\_  
Name of witness (print)


^   
Attorney LEIGH MCCLELLAND WHITTON


SIGNED for and on behalf of  
ELEY GRIFFITHS GROUP PTY LIMITED ACN  
102 271 812 in the presence of:

^   
Signature of witness  
Janelle Moody  
^ \_\_\_\_\_  
Name of witness (print)

^   
Attorney LEIGH MCCLELLAND WHITTON

SIGNED for and on behalf of  
PERENNIAL VALUE MANAGEMENT  
LIMITED ACN 090 879 904 in the presence of:

^   
Signature of witness  
Janelle Moody  
^ \_\_\_\_\_  
Name of witness (print)

^   
Attorney LEIGH MCCLELLAND WHITTON

SIGNED for and on behalf of  
JP MORGAN NOMINEES AUSTRALIA  
LIMITED ACN 002 899 961 in the presence of:

▲ *J Moody*  
Signature of witness  
  
Janelle Moody  
Name of witness (print)

▲ *[Signature]*  
Attorney  
LEIGH McCLELLAND WHITTON

SIGNED for and on behalf of  
NATIONAL NOMINEES LIMITED ACN 004  
278 899 in the presence of:

▲ *J Moody*  
Signature of witness  
  
Janelle Moody  
Name of witness (print)

▲ *[Signature]*  
Attorney  
LEIGH McCLELLAND WHITTON

SIGNED for and on behalf of  
RBC DEXIA INVESTOR SERVICES  
AUSTRALIAN NOMINEES PTY LTD ACN 097  
125 123 in the presence of:

▲ *J Moody*  
Signature of witness  
  
Janelle Moody  
Name of witness (print)

▲ *[Signature]*  
Attorney  
LEIGH McCLELLAND WHITTON

SIGNED for and on behalf of  
G & H CUSTODIANS PTY LTD ACN 084 869  
125 in the presence of:

^ *J Moody*  
Signature of witness  
  
Janelle Moody  
Name of witness (print)

^ *[Signature]*  
Attorney  
LEIGH MCCLELLAND WHITTON

SIGNED for and on behalf of  
ANZ NOMINEES LIMITED ACN 005 357 568 in  
the presence of:

^ *J Moody*  
Signature of witness  
  
Janelle Moody  
Name of witness (print)

^ *[Signature]*  
Attorney  
LEIGH MCCLELLAND WHITTON

SIGNED for and on behalf of  
COGENT NOMINEES PTY LIMITED ACN 084  
150 023 in the presence of:

^ *J Moody*  
Signature of witness  
  
Janelle Moody  
Name of witness (print)

^ *[Signature]*  
Attorney  
LEIGH MCCLELLAND WHITTON

SIGNED for and on behalf of  
STATE STREET AUSTRALIA LTD ACN 002  
965 200 in the presence of:

^ *J Moody*  
Signature of witness  
  
Janelle Moody  
Name of witness (print)

^ *[Signature]*  
Attorney  
LEIGH MCCLELLAND WHITTON

SIGNED for and on behalf of  
BNP PARIBAS FUND SERVICES  
AUSTRALASIA PTY LTD ACN 002 655 674  
in the presence of:

^ Jmoody  
Signature of witness  
  
Janelle Moody  
^ \_\_\_\_\_  
Name of witness (print)

^ [Signature]  
Attorney LEIGH MCCLELLAND WHITTON

SIGNED for and on behalf of  
ARGO INVESTMENTS LIMITED ACN 007 519  
520 in the presence of:

^ Jmoody  
Signature of witness  
  
Janelle Moody  
^ \_\_\_\_\_  
Name of witness (print)

^ [Signature]  
Attorney LEIGH MCCLELLAND WHITTON

SIGNED for and on behalf of  
RUBICON NOMINEES PTY LTD ACN 009 833  
596 in the presence of:

^ Jmoody  
Signature of witness  
  
Janelle Moody  
^ \_\_\_\_\_  
Name of witness (print)

^ [Signature]  
Attorney LEIGH MCCLELLAND WHITTON

SIGNED for and on behalf of  
POWERS PTY LTD ACN 009 678 228 in the  
presence of:

^ Jmoody  
Signature of witness  
  
Janelle Moody  
^ \_\_\_\_\_  
Name of witness (print)

^ [Signature]  
Attorney LEIGH MCCLELLAND WHITTON

EXECUTED for and on behalf of )  
WHITEHAVEN COAL HOLDINGS PTY LTD )  
ACN 124 452 571 by authority of the directors in )  
the presence of: *by its attorney*



*Jane McCormack*  
A Director Witness

A Director/Secretary Attorney

A JANE McCORMACK  
Full name of director witness

A DAMIEN CLARKE  
Full name of director/secretary Attorney

EXECUTED for and on behalf of )  
PECTEN CORPORATION LIMITED )  
ACN 124 425 396 by authority of the directors in )  
the presence of: )

A Director

A Director/Secretary

A Full name of director

A Full name of director/secretary

**Annexure A**  
**Spreadsheet (refer Schedule 3)**

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