

Mining Lease No. 1409

<b>N.S.W. STAMP DUTY</b>	
CL No. 221815	MINERAL MINING LEASE
1991 — 1992 — 1993-94-95-96-97	

*D. Campbell 8.1.97*

MINING LEASE  
MINING ACT 1992

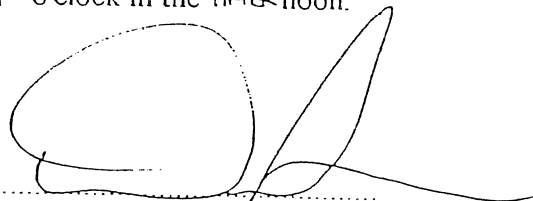
NO. 1409

DATED 7<sup>th</sup> JANUARY A.D. 1997

THE MINISTER FOR MINERAL RESOURCES  
OF THE STATE  
OF NEW SOUTH WALES  
TO

STRATFORD COAL PTY LTD  
ACN 064 016 164

RECORDED in the Department of Mineral  
Resources at Sydney, this  
9<sup>th</sup> day of JANUARY  
A.D. 1997, at the hour of  
1 o'clock in the ~~After~~ noon.

  
for Director-General

**COPY**

**MINING ACT 1992**

**MINING LEASE**

THIS DEED made the seventh day of January One thousand nine hundred and ninety seven in pursuance of the provisions of the Mining Act 1992 (hereinafter called "the Act") BETWEEN THE HONOURABLE Robert Douglas Martin MP, Minister for Mines of the State of New South Wales (hereinafter called "the Minister" which expression shall where the context admits or requires include the successors in office of the Minister and the person acting as such Minister for the time being) AND Stratford Coal Pty Ltd, ACN 064 016 164 (which with its successors and transferees is hereinafter called "the lease holder").

WHEREAS

- (a) in conformity with the Act application was made for a mining lease over the lands hereinafter described; and
- (b) all conditions and things required to be done and performed before granting a mining lease under the Act have been done and performed NOW THIS DEED WITNESSETH that in consideration of the observance and performance of the covenants contained in this Deed and the payment of royalty by the lease holder, the Minister in pursuance of the provisions of the Act DOES HEREBY demise and lease to the lease holder ALL THAT piece or parcel of land containing by admeasurement 87.32 hectares and more particularly described and delineated in the plan Catalogue No. M26838R attached for the purpose of prospecting and mining for coal.

TO HOLD the said land together with any appurtenances thereon subject to:

- (a) such rights and interests as may be lawfully subsisting therein or which may be reserved by the Act at the date of this Deed; and
- (b) such conditions, provisos and stipulations as are contained in this Deed UNTO the lease holder from and including the date of this Deed for the period of 21 years for the purpose as stated and for no other purpose.

I THAT in this lease except insofar as the context otherwise indicates or requires:

- (a) any reference to an Act includes that Act and any Act amending or in substitution for the same; "Director-General" means the person for the time being holding office or acting as Director-General, Department of Mineral Resources, Sydney,

the word "mine" has the meaning assigned to it by the Act; words importing the singular number shall include the plural, the masculine gender the feminine or neuter gender and vice versa; and

(b) any covenant on the part of two or more persons shall be deemed to bind them jointly and severally.

2. THAT the lease holder shall during the said term pay to the Minister in Sydney in respect of all such minerals as stated, recovered from the land hereby demised, royalty at the rate or rates prescribed by the Act and the Regulations thereunder at the time the minerals are recovered, or at the rate or rates fixed by the Minister from time to time during the term of this demise in exercise of the power in that behalf conferred upon him by the Act.

3. THAT the lease holder shall at all times during the term of this lease keep and preserve the said mine from all avoidable injury or damage and also the levels, drifts, shafts, watercourses, roadways, works, erections and fixtures therein and thereon in good repair and condition and in such state and condition shall on the expiration or sooner determination of the said term or any renewal thereof deliver possession of the land and the premises hereby demised to the Minister or other persons authorised to receive possession thereof.

4. THAT the conditions and provisions set forth in the Schedule of Conditions of Authority herein and numbered:- 1 to 3 inclusive, 14 to 28 inclusive, 30 to 33 inclusive, 42, 44 to 52 inclusive, & 55 are embodied and incorporated within this Deed as conditions and provisions of the lease hereby granted AND that the lease holder shall observe fulfil and perform the same.

PROVIDED always and it is hereby declared as follows:

(a) THAT this lease is granted subject to amendment as provided under Section 79 of the Act.

(b) THAT if the lease holder at any time during the term of this demise -

(i) fails to fulfil or contravenes the covenants and conditions herein contained; or

(ii) fails to comply with any provision of the Act or the Regulations with which the lease holder is required to comply; or

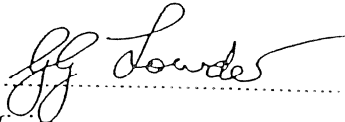
(iii) fails to comply with the requirements of any agreement or assessment in relation to the payment of compensation,

this lease may be cancelled by the Minister by instrument in writing and the cancellation shall have effect from and including the date on which notice of the cancellation is served on the lease holder or on such later date as is specified in the notice; and any liability incurred by the lease holder before the cancellation took effect shall not be affected.

- (c) THAT no implied covenant for title or for quiet enjoyment shall be contained herein.
- (d) THAT all the conditions and provisions contained in the Mining Act 1992 and the Regulations thereunder, the Mines Inspection Act 1901 and the Coal Mines Regulation Act 1982 or any other law hereafter to be passed or prescribed shall be incorporated within this Deed as conditions and provisions of the lease granted. The lease holder hereby covenants to observe, fulfil and perform the same.
- (e) THAT such of the provisions and conditions declared and contained in this Deed as requiring anything to be done or not to be done by the lease holder, shall be read and construed as covenants by the lease holder with the Minister which are to be observed and performed.

IN WITNESS WHEREOF the parties hereto have executed this Deed the day and year first abovewritten.

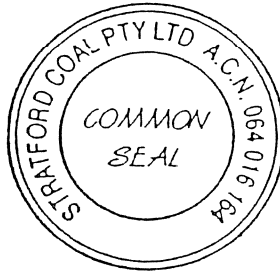
SIGNED AND DELIVERED  
BY THE HONOURABLE  
ROBERT DOUGLAS MARTIN MP  
as such Minister as aforesaid

  
for Minister

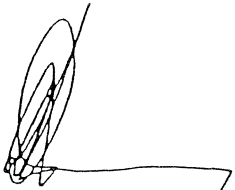
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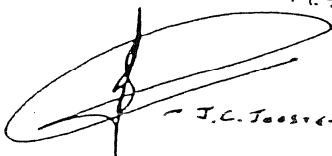
  
Witness

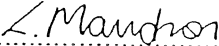
SIGNED SEALED AND DELIVERED  
by the said  
STRATFORD COAL PTY LTD  
ACN 064 016 164



in the presence of

  
M. F. Pritchard - Director

  
J. C. Foster-Jacobs - Director

  
Witness

SCHEDULE  
OF  
CONDITIONS

METHODS OF OPERATION

- 1 The lease holder shall extract as large a percentage of the coal in the subject area as is possible consistent with the provisions of the Coal Mines Regulation Act 1982 and the Regulations thereunder and shall comply with any direction given or which may be given in this regard by the Minister.
- 2
- (a) The lease holder shall not commence or carry out any underground mining operations within the subject area unless with the consent of the Minister first had and obtained and subject to such conditions, as the Minister may impose.
- (b) Where the lease holder intends to carry out underground mining operations within the subject area the lease holder shall furnish to the Minister a plan showing the proposed workings in the section of land to be so mined together with such other details as the Minister may require.
- 3
- (a) The lease holder shall not carry out open cut or surface mining operations, or the removal of overburden or highwall mining, within the subject area or associated colliery holding unless with consent of the Minister and subject to such conditions as the Minister may impose.
- (b) Where the lease holder intends to carry out open cut workings, surface mining operations or the removal of overburden or highwall mining within the subject area or associated colliery holding the lease holder shall apply for approval to carry out such operations in accordance with Instructions for Open Cut Application or Instructions for Highwall Mining Applications provided by the Director-General.

SHAFTS, DRIFTS, ADITS

- 14 Operations shall be conducted in such a manner as not to cause any danger to persons or stock and the lease holder shall provide and maintain adequate protection to the satisfaction of the Minister around each shaft or excavation opened up or used by the lease holder.

## DUMPS

- 15 The lease holder shall comply with any direction, given or which may be given by the Inspector regarding the dumping, depositing or removal of material extracted as well as the stabilisation and revegetation of any dumps of coal, minerals, mine residues, tailings or overburden situated on the subject area or the associated colliery holding.
- 16 The lease holder shall comply with any direction given or which may be given by the Minister regarding the spraying of coal dumps on the subject area.

## DUST

- 17 The lease holder shall take such precautions as are necessary to abate any dust nuisance.

## MANAGEMENT AND REHABILITATION OF LANDS (GENERAL)

- 18 The lease holder shall not interfere in any way with any fences on or adjacent to the subject area unless with the prior written approval of the owner thereof or the Minister and subject to such conditions as the Minister may stipulate.
- 19 The lease holder shall observe any instruction given or which may be given by the Minister with a view to minimising or preventing public inconvenience or damage to public or private property.
- 20 If required to do so by the Minister and within such time as may be stipulated by the Minister the lease holder shall carry out to the satisfaction of the Minister surveys of structures, buildings and pipelines on adjacent landholdings to determine the effect of operations on any such structures, buildings and pipelines.
- 21
- (a) The lease holder shall each year once operations have commenced, submit for the Minister's approval an "Annual Environmental Management Report" relating to the operations of the lease holder on the subject area.
  - (b) The date by which the Report must be submitted will be determined by the Minister after consulting with the lease holder.
  - (c) The Report shall comprise:
    - (i) a plan showing short, medium and long term mining plans;
    - (ii) a rehabilitation report (in respect of open cut operations) and/or a surface environmental management report (in respect of underground operations);

- (iii) a review of performance in terms of Environment Protection Authority and Department of Water Resources licence and approval conditions (related to the Clean Air Act 1961, the Clean Waters Act 1970, the Noise Control Act 1975, the Environmentally Hazardous Chemical Act 1985, the Pollution Control Act 1970 and the Water Act 1912) applicable to the subject area;
  - (iv) a review of performance in terms of Development Consent conditions for the subject area;
  - (v) a listing of any variations obtained to approvals applicable to the subject area during the previous year.
- (d) The Minister may, by notice in writing, direct the lease holder to undertake any operations or remedial actions in such manner and within such period as may be specified in that notice so as to ensure that operations on the subject area conform to the requirements of relevant statutory approvals or licences.
- (e) The lease holder shall conduct operations on the subject area in accordance with an "open cut application" approved by the Minister and any conditions contained in the Minister's approval of that application. Where the lease holder is of the opinion that the approved operations should be amended the lease holder shall submit an amendment for the Minister's approval.

22 If so directed by the Minister the lease holder shall rehabilitate to the satisfaction of the Minister any lands within the subject area which may have been disturbed by the lease holder.

23 Upon completion of operations on the surface of the subject area or upon the expiry or sooner determination of this authority or any renewal thereof, the lease holder shall remove from such surface such buildings, machinery, plant, equipment, constructions and works as may be directed by the Minister and such surface shall be rehabilitated and left in a clean, tidy and safe condition to the satisfaction of the Minister.

If so directed by the Minister the lease holder shall rehabilitate to the satisfaction of the Minister and within such time as may be allowed by the Minister any lands within the subject area which may have been disturbed by mining or prospecting operations whether such operations were or were not carried out by the lease holder.

25 The lease holder shall take all precautions against causing outbreak of fire on the subject area.

### BLASTING

26 The lease holder shall monitor noise and vibration and institute controls, generally in accordance with the recommendations of Australian Standard AS-2187-1993 and ANZEC Guidelines.



(a) Ground Vibration

The lease holder shall design all blasts on the basis that the ground vibration peak particle velocity generated by any blasting within the subject area, shall not exceed the levels in or conditions of the EPA Licence for the mine, at any dwelling or occupied premises not owned by the lease holder, the holder of an authority under the Mining Act, or not subject to a valid agreement with the lease holder, with respect to the effects of blasting.

(b) Blast Overpressure

The lease holder shall design all blasts on the basis that the blast overpressure noise level generated by any blasting within the subject area, shall not exceed the levels in or conditions of the EPA Licence for the mine, at any dwelling or occupied premises not owned by the lease holder, the holder of an authority under the Mining Act, or not subject to a valid agreement with the lease holder, with respect to the effects of blasting.

(c) Blasting will not be carried out outside the hours of 9 am and 5 pm except with the prior notification and approval of the Inspector.

- 27 The lease holder shall provide and maintain to the satisfaction of the Minister efficient means to prevent contamination, pollution, erosion or siltation of any river, stream, creek, tributary, lake, dam, reservoir, watercourse or catchment area or any undue interference to fish or their environment and shall observe any instruction given or which may be given by the Minister with a view to preventing or minimising the contamination, pollution, erosion or siltation of any river, stream, creek, tributary, lake, dam, reservoir, watercourse or catchment area, or any undue interference to fish or their environment.

TREES (PLANTING AND PROTECTION OF) FLORA AND FAUNA AND ARBOREAL SCREENS

- 28 If so directed by the Minister, the lease holder shall ensure that operations are carried out in such manner so as to minimise disturbance to flora and fauna within the subject area.
- 30 The lease holder shall maintain an arboreal screen to the satisfaction of the Minister within such parts of the subject area as may be specified by the Minister and shall plant such trees or shrubs as may be required by the Minister to preserve the arboreal screen in a condition satisfactory to the Minister.

SOIL EROSION

- 31 The lease holder shall conduct operations in such a manner as not to cause or aggravate soil erosion and the lease holder shall observe and perform any instructions given or which may be given by the Minister with a view to minimising or preventing soil erosion.

## ROADS

- 32 The lease holder shall pay to Gloucester Shire Council, Department of Conservation and Land Management or the Chief Executive, Roads and Traffic Authority the cost incurred by such Council or Department or Chief Executive of making good any damage caused by operations carried on by or under the authority of the lease holder to any road adjoining or traversing the surface or the excepted surface, as the case may be of the subject area.

PROVIDED HOWEVER that the amount to be paid by the lease holder as aforesaid shall be reduced by such sum of money if any as may be paid to the said Council the Department of Conservation and Land Management or the Chief Executive, Roads and Traffic Authority as the case may be from the Mine Subsidence Compensation Fund constituted under the Mine Subsidence Compensation Act, 1961, in settlement of a claim for compensation for the same damage.

- 33 In the event of operations being conducted on the surface of any road, track or firetrail traversing the subject area or in the event of such operations causing damage to or interference with any such road, track or firetrail the lease holder, at his own expense, shall if directed to do so by the Minister provide to the satisfaction of the Minister an alternate road, track or firetrail in a position as required by the Minister and shall allow free and uninterrupted access along such alternate road, track or firetrail and, if required to do so by the Minister, the lease holder shall upon completion of operations rehabilitate the surface of the original road, track or firetrail to a condition satisfactory to the Minister.

## TRANSMISSION LINES, COMMUNICATION LINES AND PIPELINES

- 42 The lease holder shall as far as is practicable so conduct operations as not to interfere with or impair the stability or efficiency of any transmission line, communication line or pipeline traversing the surface or the excepted surface of the subject area and shall comply with any direction given or which may be given by the Minister in this regard.

## ABORIGINAL PLACE OR RELIC

- 44 The lease holder shall not knowingly destroy, deface or damage any aboriginal place or relic within the subject area except in accordance with an authority issued under the National Parks and Wildlife Act, 1974, and shall take every precaution in drilling, excavating or disturbing the land against any such destruction, defacement or damage.

## LABOUR/EXPENDITURE

- 45 The lease holder shall during each year of the term of the authority:-
- (a) ensure that at least 4 workers are efficiently employed on the subject area or
  - (b) expend on operations carried out in the course of prospecting or mining the subject area, an amount of not less than **SEVENTY THOUSAND DOLLARS (\$70,000.00)**.

The Minister may, at any time after a period of two (2) years from the date on which this authority has effect or from the date on which the renewal of this authority has effect, increase or decrease the amount of expenditure or labour required.

## ADDITIONAL INFORMATION

- 46 The lease holder shall if directed by the Minister and within such time as the Minister may stipulate furnish to the Minister:
- (a) information regarding the ownership of the land within the subject area;
  - (b) information regarding the ownership of the coal within the subject area prior to 1st January, 1982;
  - (c) an indemnity in a form approved by the Minister indemnifying the Crown and the Minister against any wrong payment effected as a result of incorrect information furnished;
  - (d) information regarding the financial viability of the lease holder and operations within and associated with the subject area; and
  - (e) information regarding shareholdings in the lease holder.

## SERVICE OF NOTICES

- 47 Within a period of three months from the date of this authority or a period of three months from the date of service of the notice of renewal, or within such further time as the Director-General may allow the lease holder shall serve on each owner and occupier of the private land and on each occupier of the Crown land held under a pastoral lease within the subject area a notice in writing indicating that this authority has been granted or renewed and whether the authority includes the surface. The notice shall be accompanied by an adequate plan and description of the subject area.

If there are ten or more owners or occupiers affected the lease holder may serve the notice by publication in a newspaper circulating in the region where the subject area is situated. The notice shall indicate that this authority has been granted or renewed, state whether the authority includes the surface and shall contain an adequate plan and description of the subject area.

## INSPECTORS

48

- (a) Where the Inspector is of the opinion that any condition of this authority relating to operations within the subject area, or any provision of the Mining Act, 1992, relating to operations within the subject area, are not being complied with by the lease holder, the Inspector may serve on the lease holder a notice stating that and give particulars of the reason why, and may in such notice direct the lease holder:
  - (i) to cease operations within the subject area in contravention of that condition or Act; and
  - (ii) to carry out within the specified time works necessary to rectify or remedy the situation.
- (b) The lease holder shall comply with the directions contained in any notice served pursuant to sub paragraph (a) of this condition. The Director-General may confirm, vary or revoke any such direction.
- (c) A notice referred to in this condition may be served on the Colliery Manager.

## INDEMNITIES

49 The lease holder shall indemnify and keep indemnified the Crown from and against all actions suits and claims and demands of whatsoever nature and all costs charges and expenses which may be brought against the lease holder or which the lease holder may incur in respect of any accident or injury to any person or property which may arise out of the construction maintenance or working of any workings now existing or to be made by the lease holder within the boundaries of the subject area or in connection with any of the operations notwithstanding that all other conditions of this authority shall in all respects have been observed by the lease holder or that any such accident or injury shall arise from any act or thing which the lease holder may be licensed or compelled to do hereunder.

50 The lease holder shall save harmless the Crown from payment of compensation and from and against all claims, actions, suits or demands whatsoever in the event of any damage resulting from mining operations under or near the subject area.

## PROSPECTING (GENERAL)

51

- (a) Where the lease holder desires to commence prospecting operations in the subject area the lease holder shall notify the Director-General in writing and shall comply with such additional conditions as the Minister may impose including any condition requiring the lodgement of an additional bond or other form of security for rehabilitation of the area affected by such operations.

- (b) Where the lease holder notifies the Director-General pursuant to sub paragraph (a) of this condition the lease holder shall furnish with that notification details of the type of prospecting methods that would be adopted and the extent and location of the area that would be affected by them.

### SECURITY DEPOSIT

52

- (a) The lease holder shall, within two (2) months of being requested by the Director-General, lodge with the Minister the sum of **TEN THOUSAND DOLLARS (\$10,000.00)** in accordance with Instructions for Manner of Lodgement of Security Deposits as security for the fulfilment of the obligations of the lease holder under this authority. In the event that the lease holder fails to fulfil any of its obligations under this authority the said sum may be applied at the discretion of the Minister towards the cost of fulfilling such obligations. For the purposes of this clause a lease holder shall be deemed to have failed to fulfil its obligations under this authority, if it fails to comply with any condition or provision of this authority, any provision of the Act or regulations made thereunder or any condition or direction imposed or given pursuant to a condition or provision of this authority or of any provision of the Act or regulations made thereunder.
- (b) The Minister may at any time after the commencement of this authority or any renewal thereof, vary the amount of security required in accordance with this condition.
- (c) Where the amount of security has been increased pursuant to clause (b) hereof the lease holder shall, within two (2) months of being requested by the Minister, lodge a security for the amount of security required, in which case the Minister shall refund or release to the lease holder the security previously lodged.

### ROYALTY AT ADDITIONAL RATE

55

The lease holder shall during the term of this authority pay to the Minister royalty at the additional rate as prescribed by the Regulations for coal recovered by open cut mining methods from the area of the lease.