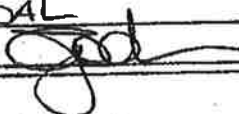
 Office of State Revenue
NSW Treasury
Client No: 1846988 2372
Duty: N/A Trans No: ML1606
Asst details: COAL


MINING LEASE
MINING ACT 1992

NO 1606

DATED 20 DECEMBER 2007

THE MINISTER FOR MINERAL
RESOURCES

OF THE STATE

OF NEW SOUTH WALES

TO

Moolarben Coal Mines Pty Limited

ACN 108 601 672

and

Sojitz Moolarben Resources Pty Ltd

ACN 126 287 027

MINING ACT 1992

MINING LEASE

THIS DEED made the Twentieth day of December Two Thousand and Seven, in pursuance of the provisions of the Mining Act 1992 (hereinafter called "the Act") **BETWEEN IAN MACDONALD, MLC, MINISTER FOR MINERAL RESOURCES** 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 Moolarben Coal Mines Pty Limited ACN 108 601 672 and Sojitz Moolarben Resources Pty Ltd ACN 126 287 027** (which with its successors and transferees is hereinafter called "the lease holder") of **Level 14, 213 Miller Street, North Sydney, New South Wales, 2060.**

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 **495.4** hectares as shown on Plan No. **M27112**, more particularly described and delineated in the plan 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 term **twenty-one (21) years** for the purpose as stated and for no other purpose.

1. 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 Primary Industries; 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 Mining Lease Conditions 2004 herein and numbered: **1-23 (inclusive), 25-27 (inclusive) and 29** 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. Condition Nos. 2-8 (inclusive) and 17- 24 (inclusive) are identified as conditions relating to environmental management for the purposes of Sections 125(3) and 374A of the Mining Act 1992.

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

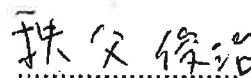
Moolarben Coal Mines Pty Limited
ACN 108 601 672



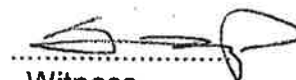
in the presence of


Witness

Sojitz Moolarben Resources Pty Ltd
ACN 126 287 027

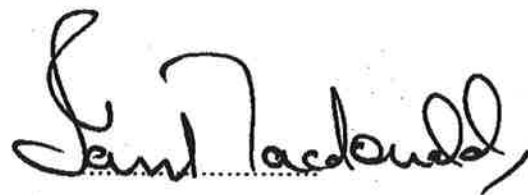


in the presence of


Witness

SIGNED AND DELIVERED
BY

in the presence of


Witness

MINING LEASE CONDITIONS 2007

Notice to Landholders

1. Within a period of three months from the date of grant of this lease or within such further time as the Minister may allow, the lease holder must serve on each landholder of the land a notice in writing indicating that this lease has been granted and whether the lease includes the surface. An adequate plan and description of the lease area must accompany the notice.

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

Environmental Harm

2. The proponent shall implement all practicable measures to prevent and/or minimise any harm to the environment that may result from the construction, operation or rehabilitation of the development.

Mining Operations Plan

3. (a) Mining operations must not be carried out otherwise than in accordance with a Mining Operations Plan (MOP) which has been approved by the Director-General of the Department of Primary Industries.
- (b) The MOP must:
 - identify areas that will be disturbed by mining operations;
 - detail the staging of specific mining operations;
 - identify how the mine will be managed to allow mine closure;
 - identify how mining operations will be carried out on site in order to prevent and or minimise harm to the environment;
 - reflect the conditions of approval under:
 - the *Environmental Planning and Assessment Act 1979*
 - the *Protection of the Environment Operations Act 1997*
 - and any other approvals relevant to the development including the conditions of this lease; and
 - have regard to any relevant guidelines adopted by the Director-General.
- (c) The titleholder may apply to the Director-General to amend an approved MOP at any time.
- (d) It is not a breach of this condition if:
 - i) the operations constituting the breach were necessary to comply with a lawful order or direction given under the *Mining Act 1992*, the *Environmental Planning and Assessment Act 1979*, *Protection of the Environment Operations Act 1997* or the *Occupational Health and Safety Act 2000*; and
 - ii) the Director-General had been notified in writing of the terms of the order or direction prior to the operations constituting the breach being carried out.
- (e) A MOP ceases to have affect 7 years after date of approval or other such period as identified by the Director-General. An approved amendment to

the MOP under condition 5 does not constitute an approval for the purpose of this paragraph unless otherwise identified by the Director-General.

Environment Management Reporting

4. The lease holder must lodge Environmental Management Reports (EMR) with The Director-General annually or at dates otherwise directed by the Director-General.
5. The EMR must:
 - report against compliance with the MOP;
 - report on progress in respect of rehabilitation completion criteria;
 - report on the extent of compliance with regulatory requirements; and
 - have regard to any relevant guidelines adopted by the Director-General;
6. Additional environmental reports may be required on specific surface disturbing operations or environmental incidents from time to time as directed in writing by the Director-General and must be lodged as instructed.

Rehabilitation

7. Disturbed land must be rehabilitated to a sustainable/agreed end land use to the satisfaction of the Director-General.

Subsidence Management

8. (a) The lease holder shall prepare a Subsidence Management Plan prior to commencing any underground mining operations which will potentially lead to subsidence of the land surface.
- (b) Underground mining operations which will potentially lead to subsidence include secondary extraction panels such as longwalls or miniwalls, associated first workings (gateroads, installation roads and associated main headings, etc), and pillar extractions, and are otherwise defined by the *Applications for Subsidence Management Approvals guidelines (EDG17)*
- (c) The lease holder must not commence or undertake underground mining operations that will potentially lead to subsidence other than in accordance with a Subsidence Management Plan approved by the Director-General, an approval under the *Coal Mine Health and Safety Act 2002*, or the document *New Subsidence Management Plan Approval Process – Transitional Provisions (EDP09)*.
- (d) Subsidence Management Plans are to be prepared in accordance with the *Guideline for Applications for Subsidence Management Approvals*.
- (e) Subsidence Management Plans as approved shall form part of the Mining Operations Plan required under Condition 2 and will be subject to the Annual Environmental Management Report process as set out under Condition 3. The SMP is also subject to the requirements for subsidence monitoring and reporting set out in the document *New Approval Process for Management of Coal Mining Subsidence - Policy*.

Working Requirement

9. The lease holder must:

- (a) ensure that at least 20 competent people are efficiently employed on the lease area on each week day except Sunday or any week day that is a public holiday,

OR

- (b) expend on operations carried out in the course of prospecting or mining the lease area, an amount of not less than \$350,000 per annum whilst the lease is in force.

The Minister may at any time or times, by instrument in writing served on the lease holder, increase or decrease the expenditure required or the number of people to be employed.

Control of Operations

10. (a) If an Environmental Officer of the Department believes that the lease holder is not complying with any provision of the Act or any condition of this lease relating to the working of the lease, he may direct the lease holder to:-
- (i) cease working the lease; or
- (ii) cease that part of the operation not complying with the Act or conditions;
- until in the opinion of the Environmental Officer the situation is rectified.
- (b) The lease holder must comply with any direction given. The Director-General may confirm, vary or revoke any such direction.
- (c) A direction referred to in this condition may be served on the Mine Manager.

Reports

11. The lease holder must provide an exploration report, within a period of twenty-eight days after each anniversary of the date this lease has effect or at such other date as the Director-General may stipulate, of each year. The report must be to the satisfaction of the Director-General and contain the following:
- (a) Full particulars, including results, interpretation and conclusions, of all exploration conducted during the twelve months period;
- (b) Details of expenditure incurred in conducting that exploration;
- (c) A summary of all geological findings acquired through mining or development evaluation activities;
- (d) Particulars of exploration proposed to be conducted in the next twelve months period;
- (e) All plans, maps, sections and other data necessary to satisfactorily interpret the report.

Licence to Use Reports

12. (a) The lease holder grants to the Minister, by way of a non-exclusive licence, the right in copyright to publish, print, adapt and reproduce all exploration reports lodged in any form and for the full duration of copyright.
- (b) The non-exclusive licence will operate as a consent for the purposes of section 365 of the Mining Act 1992.

Confidentiality

13. (a) All exploration reports submitted in accordance with the conditions of this lease will be kept confidential while the lease is in force, except in cases where:
- (i) the lease holder has agreed that specified reports may be made non-confidential.
- (ii) reports deal with exploration conducted exclusively on areas that have ceased to be part of the lease.
- (b) Confidentiality will be continued beyond the termination of a lease where an application for a flow-on title was lodged during the currency of the lease. The confidentiality will last until that flow-on title or any subsequent flow-on title, has terminated.
- (c) The Director-General may extend the period of confidentiality.

Terms of the non-exclusive licence

14. The terms of the non-exclusive copyright licence granted under condition 12 are:
- (a) the Minister may sub-licence others to publish, print, adapt and reproduce but not on-licence reports.
- (b) the Minister and any sub- licensee will acknowledge the lease holder's and any identifiable consultant's ownership of copyright in any reproduction of the reports, including storage of reports onto an electronic database.
- (c) the lease holder does not warrant ownership of all copyright works in any report and, the lease holder will use best endeavours to identify those parts of the report for which the lease holder owns the copyright.
- (d) there is no royalty payable by the Minister for the licence.
- (e) if the lease holder has reasonable grounds to believe that the Minister has exercised his rights under the non-exclusive copyright licence in a manner which adversely affects the operations of the lease holder, that licence is revocable on the giving of a period of not less than three months notice.

Blasting

15. (a) Ground Vibration

The lease holder must ensure that the ground vibration peak particle velocity generated by any blasting within the lease area does not exceed 10 mm/second and does not exceed 5 mm/second in more than 5% of the total number of blasts over a period of 12 months at any dwelling or occupied premises as the case may be, unless determined otherwise by the Department of Environment and Climate Change.

(b) Blast Overpressure

The lease holder must ensure that the blast overpressure noise level generated by any blasting within the lease area does not exceed 120 dB (linear) and does not exceed 115 dB (linear) in more than 5% of the total number of blasts over a period of 12 months, at any dwelling or occupied premises, as the case may be, unless determined otherwise by the Department of Environment and Climate Change.

Safety

16. Operations must be carried out in a manner that ensures the safety of persons or stock in the vicinity of the operations. All drill holes shafts and excavations must be appropriately protected, to the satisfaction of the Director-General, to ensure that access to them by persons and stock is restricted. Abandoned shafts and excavations opened up or used by the lease holder must be filled in or otherwise rendered safe to a standard acceptable to the Director-General.

Exploratory Drilling

17. (1) At least twenty eight days prior to commencement of drilling operations the lease holder must notify the relevant Department of Water and Energy regional hydrologist of the intention to drill exploratory drill holes together with information on the location of the proposed holes.
- (2) If the lease holder drills exploratory drill holes he must satisfy the Director-General that:-
- (a) all cored holes are accurately surveyed and permanently marked in accordance with Departmental guidelines so that their location can be easily established;
 - (b) all holes cored or otherwise are sealed to prevent the collapse of the surrounding surface;
 - (c) all drill holes are permanently sealed with cement plugs to prevent surface discharge of groundwaters;
 - (d) if any drill hole meets natural or noxious gases it is plugged or sealed to prevent their escape;
 - (e) if any drill hole meets an artesian or sub-artesian flow it is effectively sealed to prevent contamination of aquifers.

- (f) once any drill hole ceases to be used the hole must be sealed in accordance with Departmental guidelines. Alternatively, the hole must be sealed as instructed by the Director-General.
- (g) once any drill hole ceases to be used the land and its immediate vicinity is left in a clean, tidy and stable condition.

Prevention of Soil Erosion and Pollution

- 18. Operations must be carried out in a manner that does not cause or aggravate air pollution, water pollution (including sedimentation) or soil contamination or erosion, unless otherwise authorised by a relevant approval, and in accordance with an accepted Mining Operations Plan. For the purpose of this condition, water shall be taken to include any watercourse, waterbody or groundwaters. The lease holder must observe and perform any instructions given by the Director-General in this regard.

Transmission lines, Communication lines and Pipelines

- 19. Operations must not interfere with or impair the stability or efficiency of any transmission line, communication line, pipeline or any other utility on the lease area without the prior written approval of the Director-General and subject to any conditions he may stipulate.

Fences, Gates

- 20. (a) Activities on the lease must not interfere with or damage fences without the prior written approval of the owner thereof or the Minister and subject to any conditions the Minister may stipulate.
- (b) Gates within the lease area must be closed or left open in accordance with the requirements of the landholder.

Roads and Tracks

- 21. (a) Operations must not affect any road unless in accordance with an accepted Mining Operations Plan or with the prior written approval of the Director-General and subject to any conditions he may stipulate.
- (b) The lease holder must pay to the designated authority in control of the road (generally the local council or the Roads and Traffic Authority) the cost incurred in fixing any damage to roads caused by operations carried out under the lease, less any amount paid or payable from the Mine Subsidence Compensation Fund.
- 22. Access tracks must be kept to a minimum and be positioned so that they do not cause any unnecessary damage to the land. Temporary access tracks must be ripped, topsoiled and revegetated as soon as possible after they are no longer required for mining operations. The design and construction of access tracks must be in accordance with specifications fixed by the Department of Environment and Climate Change.

Trees and Timber

23. (a) The lease holder must not fell trees, strip bark or cut timber on the lease without the consent of the landholder who is entitled to the use of the timber, or if such a landholder refuses consent or attaches unreasonable conditions to the consent, without the approval of a warden.
- (b) The lease holder must not cut, destroy, ringbark or remove any timber or other vegetative cover on the lease area except such as directly obstructs or prevents the carrying on of operations. Any clearing not authorised under the Mining Act 1992 must comply with the provisions of the *Native Vegetation Act 2003*.
- (c) The lease holder must obtain all necessary approvals or licences before using timber from any Crown land within the lease area.

Resource Recovery

25. (a) Notwithstanding any description of mining methods and their sequence or of proposed resource recovery contained within the Mining Operations Plan, if at any time the Director-General is of the opinion that minerals which the lease entitles the lease holder to mine and which are economically recoverable at the time are not being recovered from the lease area, or that any such minerals which are being recovered are not being recovered to the extent which should be economically possible or which for environmental reasons are necessary to be recovered, he may give notice in writing to the lease holder requiring the holder to recover such minerals.
- (b) The notice shall specify the minerals to be recovered and the extent to which they are to be recovered, or the objectives in regard to resource recovery, but shall not specify the processes the lease holder shall use to achieve the specified recovery.
- (c) The lease holder must, when requested by the Director-General, provide such information as the Director-General may specify about the recovery of the mineral resources of the lease area.
- (d) The Director-General shall issue no such notice unless the matter has firstly been thoroughly discussed with and a report to the Director-General has incorporated the views of the lease holder.
- (e) The lease holder may object to the requirements of any notice issued under this condition and on receipt of such an objection the Minister shall refer it to a Warden for inquiry and report under Section 334 of the Mining Act, 1992.
- (f) After considering the Warden's report the Minister shall decide whether to withdraw, modify or maintain the requirements specified in the original notice and shall give the lease holder written notice of the decision. The lease holder must comply with the requirements of this notice.

Indemnity

26. The lease holder must indemnify and keep indemnified the Crown from and against all actions, suits, 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 lease area or in connection with any of the operations notwithstanding that all other conditions of this lease 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.

Security

27. (a) A security in the sum of \$100,000 must be given and maintained with the Minister by the lease holder for the purpose of ensuring the fulfilment by the lease holder of obligations under this lease. If the lease holder fails to fulfil any one or more of such obligations the said sum may be applied at the discretion of the Minister towards the cost of fulfilling such obligations. For the purpose of this clause the lease holder shall be deemed to have failed to fulfil the obligations of this lease if the lease holder fails to comply with any condition or provision hereof, any provision of the Act or regulations made thereunder or any condition or direction imposed or given pursuant to a condition or provision hereof or of any provision of the Act or regulations made thereunder.
- (b) The lease holder must provide the security required by sub-clause (a) in one of the following forms:
- (i) cash,
- (ii) a security certificate in a form approved by the Minister and issued by an authorised deposit-taking institution.

Prescribed Dam

29. (a) Notwithstanding any Mining Operations Plan, the lease holder must not mine within any part of the lease area which is within the notification area of the Moolarben Creek Dam without the prior written approval of the Minister and subject to any conditions he may stipulate.
- (b) Where the lease holder desires to mine within the notification area he must:
- (i) at least twelve (12) months before mining is to commence or such lesser time as the Minister may permit, notify the Minister of the desire to do so. A plan of the mining system to be implemented must accompany the notice; and
- (ii) provide such information as the Minister may direct.
- (c) The Minister must not, except in the circumstances set out in sub-paragraph (ii), grant approval unless sub-paragraph (i) of this paragraph has been complied with.
- (i) This sub-paragraph is complied with if:
- (a) the Dams Safety Committee as constituted by Section 7 of the Dams Safety Act 1978 and the owner of the dam have been notified in writing of the desire to mine referred to in paragraph (B).

- (b) the notifications referred to in clause (a) are accompanied by a description or plan of the area to be mined.
- (c) the Director-General has complied with any reasonable request made by the Dams Safety Committee or the owner of the dam for further information in connection with the mining proposal.
- (d) the Dams Safety Committee has made its recommendations concerning the mining proposal or has informed the Minister in writing that it does not propose to make any such recommendations; and
- (e) where the Dams Safety Committee has made recommendations the approval is in terms that are:
 - (i) in accordance with those recommendations; or
 - (ii) where the Minister does not accept those recommendations or any of them - in accordance with a determination under sub-paragraph (ii) of this paragraph.
- (ii) Where the Minister does not accept the recommendations of the Dams Safety Committee or where the Dams Safety Committee has failed to make any recommendations and has not informed the Minister in writing that it does not propose to make any recommendations, the approval shall be in terms that are, in relation to matters dealing with the safety of the dam:
 - (a) as determined by agreement between the Minister and the Minister administering the Dams Safety Act 1978; or
 - (b) in the event of failure to reach such agreement - as determined by the Premier.
- (d) The Minister, on notice from the Dams Safety Committee, may at any time or times:
 - (i) cancel any approval given where a notice pursuant to Section 18 of the Dams Safety Act 1978 is given.
 - (ii) suspend for a period of time, alter, omit from or add to any approval given or conditions imposed.

SURVEYING REGULATION 2006 CLAUSE 35(4)(b) & 6(2) M.G.A. CO-ORDINATES - ZONE 55						
MARK	EASTING	NORTHING	CLASS	ORDER	METHOD/DATE	ORIGIN
P.M.78195	761203.293	642616.796	B	U	17/11/2007	SCIMS
P.M.60750	761954.227	6426606.944	B	2	17/11/2007	SCIMS
P.M.140996	759122.290	6424989.254	B	U	17/11/2007	SCIMS
T.S.10698	760942.064	6422386.932	B	2	30/11/2007	SCIMS

SOURCE: M.G.A. CO-ORDINATES ADAPTED FROM N.S.W. LAND & INFORMATION CENTRE DATED (SEE TABLE) COMBINED SCALE FACTOR: 1.000768 (BY SURVEY)

IMPORTANT NOTES:

- ALL BEARINGS AND DISTANCES ARE BY SURVEY, ON GROUND, UNLESS SHOWN OTHERWISE.
- SURVEY WITH RESPECT TO MINING LEASE BOUNDARY ONLY. OTHER BOUNDARIES HAVE BEEN ESTABLISHED FROM THE D.C.D.B. AND ARE FOR DIAGRAMMATIC PURPOSES ONLY.
- SEE SHEET 2 FOR EASEMENT DETAILS
- EASEMENTS HAVE ONLY BEEN SHOWN WHERE THEY ARE WITHIN THE MINING LEASE

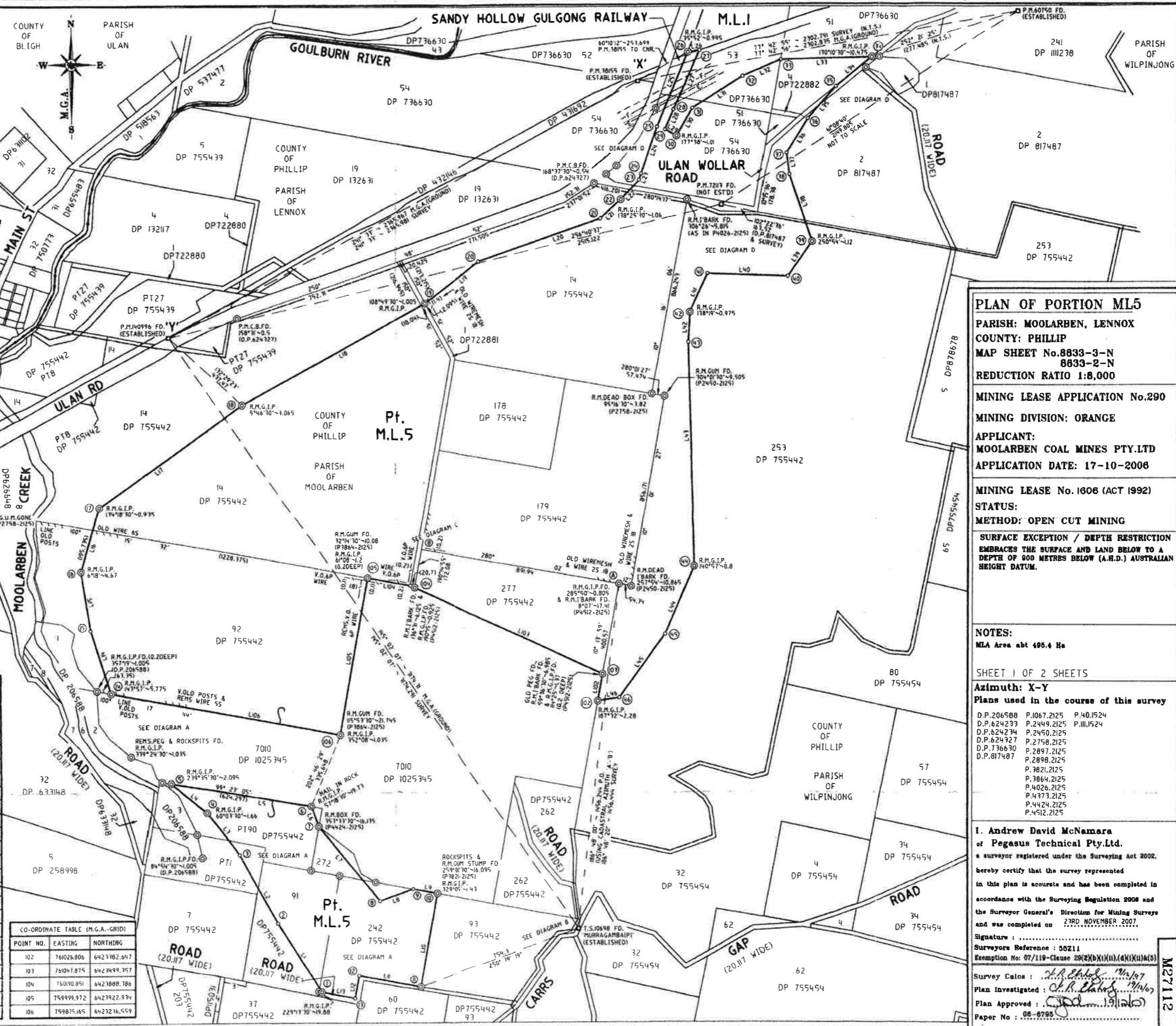
G.P.S. OBSERVATIONS WERE USED TO DERIVE PARTS OF THIS SURVEY

E. PROPOSED EASEMENT FOR ELECTRICITY TRANSMISSION LINE 30 WIDE & VARIABLE WIDTH. (VIDE D.P.10874)

F. CENTRELINE OF PROPOSED EASEMENT FOR TRANSMISSION LINE 60 WIDE (VIDE D.P.104957)

LINE TABLE (GROUND DIST.)			LINE TABLE (GROUND DIST.)		
LINE NO.	BEARING	DISTANCE	LINE NO.	BEARING	DISTANCE
L1	327° 10' 42"	957.600	L27	203° 24' 07"	285.704
L2	330° 51' 22"	346.354	L28	202° 24' 57"	95.181
L3	322° 20' 32"	232.167	L29	199° 29' 36"	56.867
L4	309° 46' 44"	203.729	L30	29° 10' 10"	141.034
L5	99° 23' 05"	624.297	L31	57° 45' 31"	263.736
L6	159° 49' 18"	94.460	L32	66° 26' 27"	181.875
L7	140° 09' 49"	425.308	L33	88° 31' 53"	403.823
L8	70° 48' 39"	157.801	L34	231° 12' 36"	207.119
L9	100° 21' 19"	108.774	L35	220° 58' 05"	188.019
L10	180° 19' 19"	417.656	L36	212° 02' 22"	179.014
L11	280° 23' 06"	281.434	L37	172° 21' 43"	95.684
L12	190° 07' 06"	101.389	L38	164° 10' 37"	313.963
L13	280° 25' 06"	149.734	L39	215° 20' 49"	186.041
L14	342° 08' 33"	289.865	L40	272° 02' 34"	354.771
L15	350° 44' 33"	261.176	L41	204° 28' 43"	184.618
L16	15° 57' 56"	302.783	L42	182° 43' 48"	132.930
L17	54° 18' 03"	769.016	L43	178° 32' 19"	993.009
L18	61° 08' 18"	924.810	L44	203° 04' 43"	323.024
L19	53° 01' 24"	301.811	L45	216° 21' 23"	342.980
L20	70° 48' 52"	572.276	L46	261° 15' 28"	94.956
L21	46° 53' 10"	122.404	L102	10° 19' 59"	118.552
L22	43° 47' 27"	116.891	L103	294° 24' 53"	940.841
L23	18° 28' 00"	24.573	L104	280° 15' 32"	193.908
L24	19° 14' 24"	218.868	L105	190° 18' 21"	697.373
L25	22° 09' 53"	356.426	L106	280° 17' 44"	1023.770
L26	81° 07' 43"	51.217			

CO-ORDINATE TABLE (M.G.A. - GRID)			CO-ORDINATE TABLE (M.G.A. - GRID)		
POINT NO.	EASTING	NORTHING	POINT NO.	EASTING	NORTHING
1	759789.476	642280.845	24	761216.792	6425706.172
2	759596.276	642241.920	25	761288.941	6425912.832
3	759427.537	642274.537	26	761423.459	6426243.040
4	759285.644	642289.405	27	761474.082	6426250.941
5	759129.017	6423028.804	28	761360.564	6425988.843
6	759745.185	6422928.967	29	761324.255	6425900.621
7	759777.780	6422838.271	30	761373.772	6425872.613
8	760050.331	6422511.567	31	761442.572	6425995.787
9	760199.419	6422563.453	32	761665.723	6426136.938
10	760306.402	6422543.904	33	761832.500	6426209.260
11	760231.540	6422132.856	34	762236.339	6426219.684
12	759956.614	6422187.617	35	762074.846	6426209.817
13	759936.795	6422083.758	36	761951.532	6425947.801
14	758867.508	6423419.599	37	761856.529	6425795.998
15	758778.589	6423695.600	38	761869.196	6425701.121
16	758736.932	6423953.530	39	761970.532	6425903.840
17	758820.245	6424244.741	40	761862.862	6425252.037
18	759444.987	6424693.648	41	761508.186	6425284.607
19	760255.222	6425140.215	42	761431.759	6425096.558
20	760496.422	6425321.817	43	761425.426	6424963.730
21	761037.112	6425509.952	44	761500.851	6423888.786
22	76126.499	6425593.640	45	761324.089	6423673.404
23	761207.421	6425678.052	46	76120.697	6423397.085



PLAN OF PORTION M.L.5
PARISH: MOOLARBEN, LENNOX
COUNTY: PHILLIP
MAP SHEET No.8833-3-N
8833-2-N
REDUCTION RATIO 1:8,000

MINING LEASE APPLICATION No.290
MINING DIVISION: ORANGE
APPLICANT:
MOOLARBEN COAL MINES PTY.LTD
APPLICATION DATE: 17-10-2008

MINING LEASE No. 1606 (ACT 1992)
STATUS:
METHOD: OPEN CUT MINING

SURFACE EXCEPTION / DEPTH RESTRICTION
EMBRACES THE SURFACE AND LAND BELOW TO A
DEPTH OF 800 METRES BELOW (A.R.D.) AUSTRALIAN
HEIGHT DATUM.

NOTES:
 MLA Area abt 490.6 Ha

SHEET 1 OF 2 SHEETS

Azimuth: X-Y
Plans used in the course of this survey

D.P.206588	P.1067.2125	P.40.1524
D.P.624233	P.2449.2125	P.111.1524
D.P.624234	P.2450.2125	
D.P.624327	P.2758.2125	
D.P.736630	P.2897.2125	
D.P.817487	P.2898.2125	
	P.3821.2125	
	P.3864.2125	
	P.4026.2125	
	P.4373.2125	
	P.4424.2125	
	P.4512.2125	

I. Andrew David McNamara
of Pegasus Technical Pty.Ltd.
 a surveyor registered under the Surveying Act 2002,
 hereby certify that the survey represented
 in this plan is accurate and has been completed in
 accordance with the Surveying Regulation 2008 and
 the Surveyor General's Direction for Mining Surveys
 and was completed on 23RD NOVEMBER 2007.

Signature: _____
 Surveyors Reference: 50211
 Exemption No: 07/119-Clause 28(2)(b)(i)(ii)(4)(ii)(iii)(4)(i)

Survey Calcs: *A.D. McNamara* 17/11/07
 Plan Investigated: *A.D. McNamara* 17/11/07
 Plan Approved: *A.D. McNamara* 17/11/07
 Paper No: 08-8795

M27112

Pt.M.L.5
 M.L.Area = Abt.495.4 Ha
 (Partial Area = Abt.449.6 Ha)
 92
 DP 755442

IMPORTANT NOTES: - ALL BEARINGS AND DISTANCES ARE BY SURVEY, ON GROUND, UNLESS SHOWN OTHERWISE.
 - SURVEY WITH RESPECT TO MINING LEASE BOUNDARY ONLY. OTHER BOUNDARIES HAVE BEEN ESTABLISHED FROM THE D.C.D.B. AND ARE FOR DIAGRAMMATIC PURPOSES ONLY.

G.P.S.OBSERVATIONS WERE USED TO DERIVE PARTS OF THIS SURVEY

PLAN OF PORTION ML5

PARISH: MOOLARBEN, LENNOX
 COUNTY: PHILLIP
 MAP SHEET No.8833-3-N
 8833-2-N
 REDUCTION RATIO 1:8,000

MINING LEASE APPLICATION No.290

MINING DIVISION: ORANGE

APPLICANT:
 MOOLARBEN COAL MINES PTY.LTD
 APPLICATION DATE: 17-10-2006

MINING LEASE No. 1606 (ACT 1992)

STATUS:
 METHOD: OPEN CUT MINING

SURFACE EXCEPTION / DEPTH RESTRICTION
 EMBRACES THE SURFACE AND LAND BELOW TO A DEPTH OF 900 METRES BELOW (A.H.D.) AUSTRALIAN HEIGHT DATUM.

NOTES:

MLA Area abt 495.4 Ha

SHEET 2 OF 2 SWEETS

Azimuth: X-Y
 Plane used in the course of this survey

D.P.206588	P.1067.2125	P.40.1524
D.P.624233	P.2449.2125	P.M.1524
D.P.624234	P.2450.2125	
D.P.624237	P.2758.2125	
D.P.736630	P.2897.2125	
D.P.817487	P.2898.2125	
	P.3821.2125	
	P.3864.2125	
	P.4026.2125	
	P.4373.2125	
	P.4424.2125	
	P.4512.2125	

I. Andrew David McNamara
 of Pegasus Technical Pty.Ltd.
 a surveyor registered under the Surveying Act 2002,
 hereby certify that the survey represented
 in this plan is accurate and has been completed in
 accordance with the Surveying Regulation 2006 and
 the Surveyor General's Direction for Mining Surveys
 and was completed on 23RD NOVEMBER 2007.

Signature :
 Surveyors Reference : 05211
 Exemption No: 07/119-Clause 29(2)(b)(i)(ii)(d)(i)(ii)(iii)(iv)
 Survey Calcs :
 Plan Investigated :
 Plan Approved :
 Paper No : 05-0700

M27112

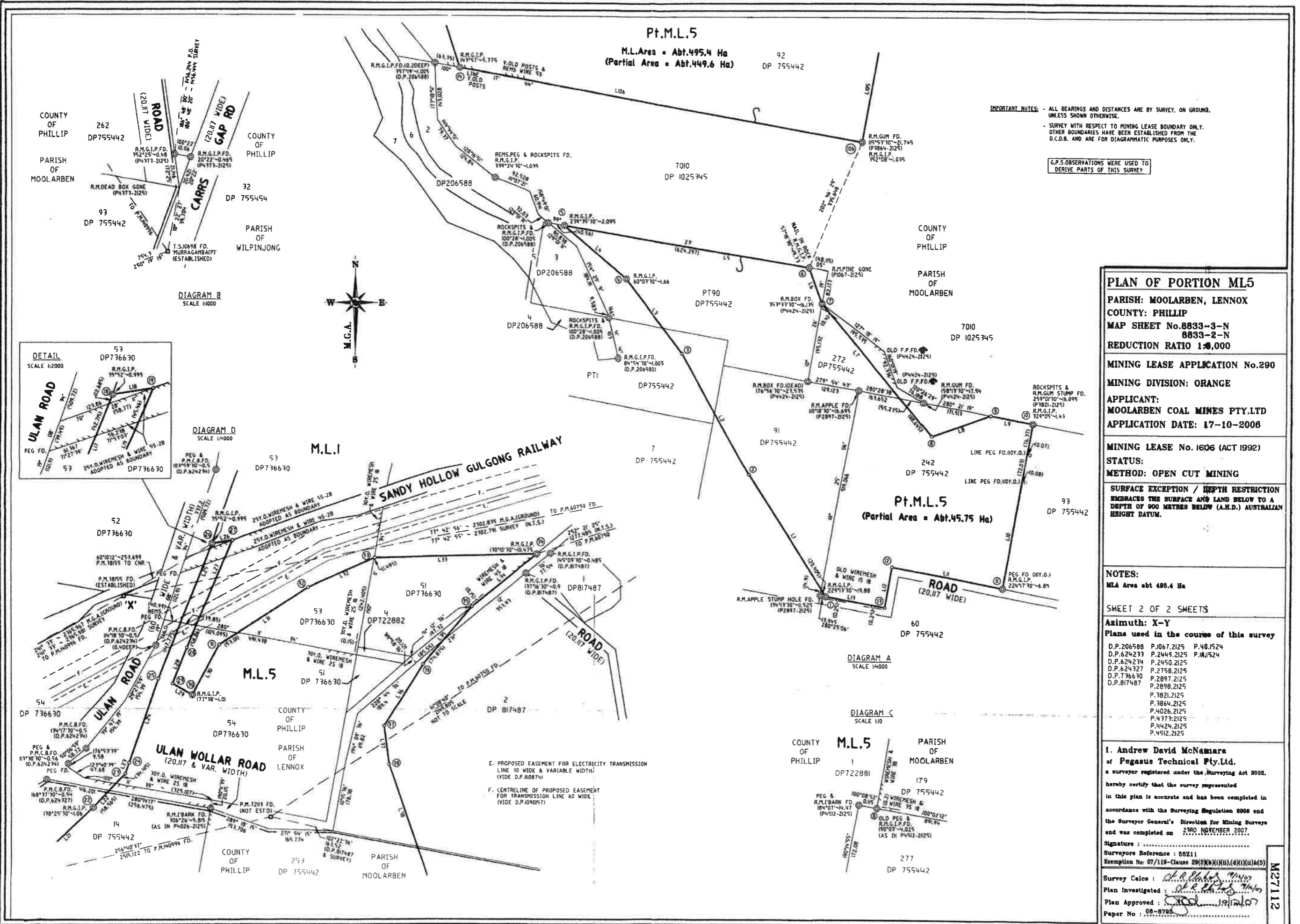


DIAGRAM B
 SCALE 1:1000

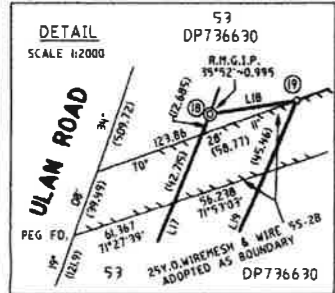


DIAGRAM D
 SCALE 1:4000

DIAGRAM A
 SCALE 1:4000

DIAGRAM C
 SCALE 1:10

E. PROPOSED EASEMENT FOR ELECTRICITY TRANSMISSION
 LINE 30 WIDE & VARIABLE WIDTH;
 (VIDE D.P.100874)
 F. CENTRELINE OF PROPOSED EASEMENT
 FOR TRANSMISSION LINE 60 WIDE;
 (VIDE D.P.100875)