	Office of State Revenue NSW Treasury
Client No: 1846988	2372
Duty: <u>NIA</u>	Trans No: <u>ML 1691</u>
Asst details: <u>COAL</u>	
	<i>Johansen</i>

**MINING LEASE
MINING ACT 1992**

NO 1691

DATED 23 SEPTEMBER 2013

**THE MINISTER FOR RESOURCES AND
ENERGY**

OF THE STATE

OF NEW SOUTH WALES

TO

**MOOLARBEN COAL MINES
PTY LIMITED
(ACN 108 601 672)**

Mining Lease Application Nos 316 and 317

MINING ACT 1992

MINING LEASE

THIS DEED made the 23 day of September
Two thousand and ~~Thirteen~~ in pursuance of the provisions of the *Mining Act 1992* (hereinafter called "the Act") BETWEEN **CHRIS HARTCHER MP, MINISTER FOR RESOURCES AND ENERGY** 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)** (which with its successors and transferees is hereinafter called "the lease holder") of **Level 26, 363 George Street SYDNEY NSW 2000.**

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 **900.6** hectares as shown on Plan No. **M27243**, 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 of **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 Trade and Investment; Regional Infrastructure and Services; 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 2010 herein and numbered: **1-15 (inclusive), 17-19 (inclusive), 23 and 24** 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. Conditions 2 to 8 and 12 to 16 (if included in the mining lease) are identified as conditions relating to environmental management for the purposes of Section 378D of the *Mining Act 1992*.
Note: Conditions 2 to 8 and 12 to 15 of this mining lease are imposed pursuant to sections 238 and 239 of the Mining Act 1992. Clause 7 of Schedule 12 of the Mining Regulation 2010 saves higher penalties for a breach of condition imposed by or under sections 238 or 239 of the Act.

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 - (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 Trade and Investment; Regional Infrastructure and Services; 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
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Note: Conditions 2 to 8 and 12 to 15 of this mining lease are imposed pursuant to sections 238 and 239 of the Mining Act 1992. Clause 7 of Schedule 12 of the Mining Regulation 2010 saves higher penalties for a breach of condition imposed by or under sections 238 or 239 of the Act.

PROVIDED always and it is hereby declared as follows:

- (a) THAT this lease is granted subject to amendment as provided under Section 79 and 168A 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 *Mine Health & Safety Act 2004*, the *Mine Health and Safety Regulation 2007* or the *Coal Mine Health & Safety Regulation 2006*, 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

SIGNED AND DELIVERED
BY


.....

in the presence of


.....
Witness

MINING LEASE CONDITIONS 2010

Content

Definition

- 1. Notice to Landholders**
- 2. Environmental Harm**
- 3. Mining Operations Plan**
- 4. Environment Management Report**
- 5. Environmental Incident Report**
- 6. Additional Environmental Reports**
- 7. Rehabilitation**
- 8. Subsidence Management**
- 9. Working Requirement**
- 10. Blasting**
- 11. Safety**
- 12. Prevention of Soil Erosion and Pollution**
- 13. Transmission lines, Communication lines and Pipelines**
- 14. Roads and Tracks**
- 15. Trees and Vegetation**
- 17. Resource Recovery**
- 18. Indemnity**
- 19. Security**
- 23. Suspension of Mining Operations**
- 24. Cooperation Agreement**

Note: Exploration Reports (Geological and Geophysical)

Definition:

“Director-General” means the Director-General of the Department of Trade and Investment; Regional Infrastructure and Services

1. Notice to Landholders

- (a) Within a period of three months from the date of grant/renewal 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/renewed and whether the lease includes the surface. An adequate plan and description of the lease area must accompany the notice.
- (b) 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/renewed; state whether the lease includes the surface and must contain an adequate plan and description of the lease area.

2. Environmental Harm

- (a) The lease holder must implement all practicable measures to prevent and/or minimise any harm to the environment that may result from the construction, operation or rehabilitation of any activities under this lease.
- (b) For the purposes of this condition:
 - (i) environment means components of the earth, including:
 - (A) land, air and water, and
 - (B) any layer of the atmosphere, and
 - (C) any organic or inorganic matter and any living organism, and
 - (D) human-made or modified structures and areas,
 and includes interacting natural ecosystems that include components referred to in paragraphs (A)–(C).
 - (ii) harm to the environment includes any direct or indirect alteration of the environment that has the effect of degrading the environment and, without limiting the generality of the above, includes any act or omission that results in pollution, contributes to the extinction or degradation of any threatened species, populations or ecological communities and their habitats and causes impacts to places, objects and features of significance to Aboriginal people.

3. Mining Operations Plan

- (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.
- (b) The MOP must:
- (i) identify areas that will be disturbed by mining operations;
 - (ii) detail the staging of specific mining operations;
 - (iii) identify how the mine will be managed to allow mine closure;
 - (iv) identify how mining operations will be carried out in order to prevent and or minimise harm to the environment;
 - (v) 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 leaseholder 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*, *Mine Health and Safety Act 2004 / Coal Mine Health and Safety Act 2002* and *Mine Health and Safety Regulation 2007 / Coal Mine Health and Safety Regulation 2006* 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 effect 7 years after date of approval or other such period as identified by the Director-General.

4. Environment Management Report

- (a) The lease holder must lodge Environmental Management Reports (EMR) with the Director-General annually or at dates otherwise directed by the Director-General.
- (b) The EMR must:
 - (i) report against compliance with the MOP;
 - (ii) report on progress in respect of rehabilitation completion criteria;
 - (iii) report on the extent of compliance with regulatory requirements; and
 - (iv) have regard to any relevant guidelines adopted by the Director-General;

5. Environmental Incident Report

- (a) The lease holder must report any environmental incidents. The report must:
 - (i) be prepared according to any relevant Departmental guidelines;
 - (ii) be submitted within 24 hours of the environmental incident occurring;
- (b) For the purposes of this condition, environmental incident includes:
 - (i) any incident causing or threatening material harm to the environment
 - (ii) any breach of Conditions 1 to 9 and 11 to 24;
 - (iii) any breach of environment protection legislation; or,
 - (iv) a serious complaint from landholders or the public.
- (c) For the purposes of this condition, harm to the environment is material if:
 - (i) it involves actual or potential harm to the health or safety of human beings or to ecosystems that is not trivial, or
 - (ii) it results in actual or potential loss or property damage of an amount, or amounts in aggregate, exceeding \$10,000, where loss includes the reasonable costs and expenses that would be incurred in taking all reasonable and practicable measures to prevent, mitigate or make good harm to the environment.

6. Additional Environmental Reports

Additional environmental reports may be required from time to time as directed in writing by the Director-General and must be lodged as instructed.

7. Rehabilitation

Any disturbance as a result of activities under this lease must be rehabilitated to the satisfaction of the Director-General.

8. Subsidence Management

- (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 & 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 3 and will be subject to the Environmental Management Report process as set out under Condition 4. 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*.

9. Working Requirement

The lease holder must:

- (a) ensure that at least **37** competent people are efficiently employed in relation to the mining process or mining operations on the lease area

OR

- (b) expend on operations carried out in the course of prospecting or mining the lease area, an amount of not less than **\$647,500** 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.

10. **Blasting**

(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, Climate Change and Water.

(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, Climate Change and Water.

11. **Safety**

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 notified in writing to the Department and filled in or otherwise rendered safe to a standard acceptable to the Director-General.

12. Prevention of soil erosion and pollution

Prospecting operations must be carried out in a manner that does not cause or aggravate air pollution, water (including groundwater) pollution, soil contamination or erosion, unless otherwise authorised by a relevant approval, and in accordance with an accepted Mining Operations Plan.

13. Transmission lines, Communication lines and Pipelines

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 stipulated.

14. Roads and Tracks

- (a) The lease holder must pay to the relevant roads authority in control of the road or track the reasonable costs incurred by the roads authority in making good any damage to roads or tracks caused by operations carried out under this lease less any amount paid or payable from the Mine Subsidence Compensation Fund.
- (b) During wet weather the use of any road or track must be restricted so as to prevent damage to the road or track.
- (c) Existing access tracks should be used for all operations where reasonably practicable. New access tracks must be kept to a minimum and be positioned in order to minimise damage to the land, watercourses or vegetation.
- (d) Temporary access tracks must be rehabilitated and revegetated to the satisfaction of the Director-General as soon as reasonably practicable after they are no longer required under this lease.

15. Trees and Vegetation

- (a) The lease holder must not fell trees, strip bark or cut timber on any land subject of this lease without the consent of the landholder who is entitled to the use of the timber.
- (b) The lease holder must contact Forests NSW and obtain any required permit, licence or approval before taking timber from any Crown land within the lease area.

Note: Any clearing not authorised under the Act must comply with the requirements of the Native Vegetation Act 2003. Any clearing or taking of timber on Crown land is subject to the requirements of the Forestry Act 1916.

17. Resource Recovery

- (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, notice in writing to the lease holder may be given 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.

18. Indemnity

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.

19. Security

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.

23. Suspension of Mining Operations

The holder of a mining lease may not suspend mining operations in the mining area other than in accordance with the consent of the Minister.

24. Cooperation Agreement

The lease holder must make every reasonable attempt, and be able to demonstrate their attempts, to enter into a cooperation agreement with the holder(s) of any overlapping title(s). The cooperation agreement should address but not be limited to issues such as:

- access arrangements
- operational interaction procedures
- dispute resolution
- information exchange
- well location
- timing of drilling
- potential resource extraction conflicts and
- rehabilitation issues.

Note: Exploration Reports (Geological and Geophysical)

The lease holder must lodge reports to the satisfaction of the Director-General in accordance with section 163C of the Mining Act 1992 and in accordance with clause 57 of the Mining Regulation 2010.

Reports must be prepared in accordance with Exploration Reporting: A guide for reporting on exploration and prospecting in New South Wales (Department of Trade and Investment; Regional Infrastructure and Services 2010).

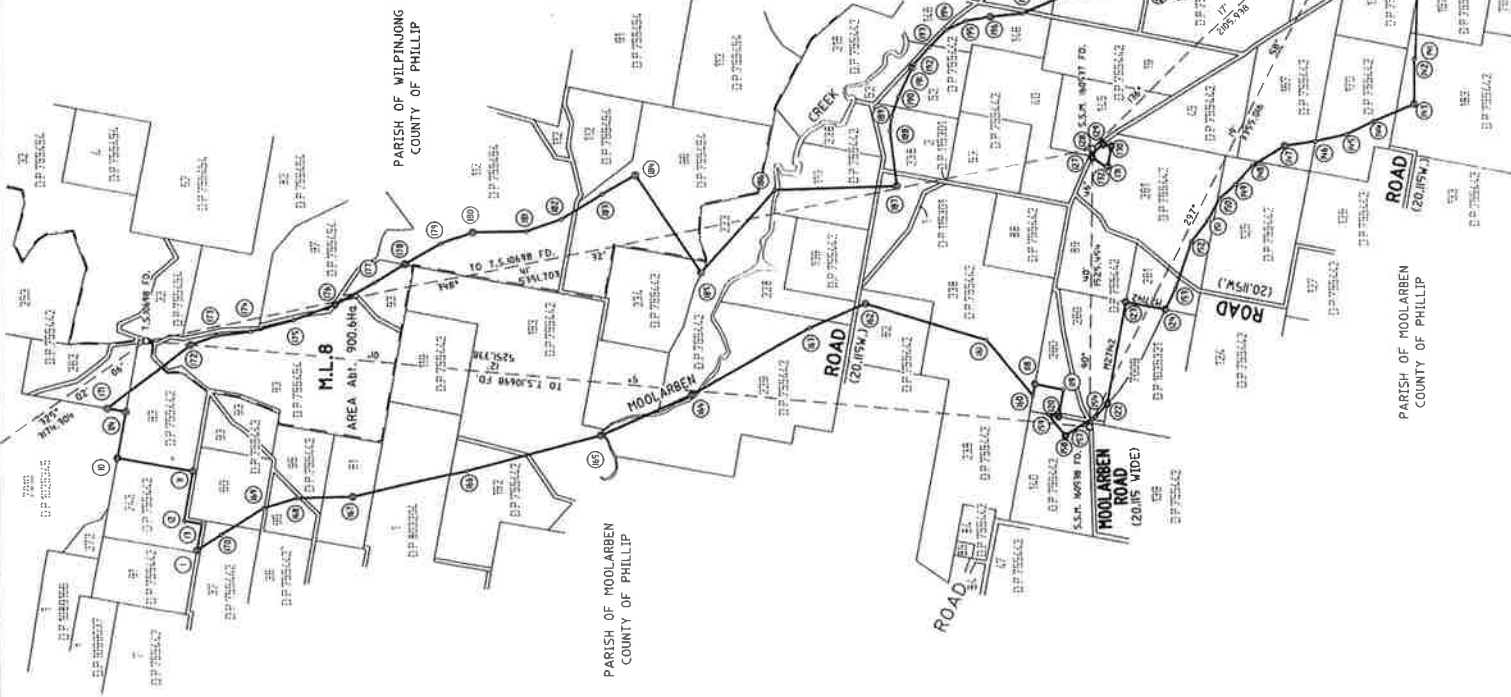


MARK	EASTING	NORTHING	CLOSURE	ORDER	RETRODATE	ORIGIN
P.1.8015	76203.30	64266.85	C	3	18/12/2002	SCINS
P.1.8016	75912.207	64249.282	C	3	18/12/2002	SCINS
P.1.8018	76092.880	64228.971	B	2	18/12/2002	SCINS
S.9815	76347.645	64056.280	-	-	-	M2742
S.9816	76191.830	64107.225	-	-	-	M2742
S.9817	76145.100	64158.195	-	-	-	M2742
S.9818	76295.172	64262.151	B	3	18/12/2002	SCINS
S.9819	76375.140	64239.491	B	3	18/12/2002	SCINS

POINTS OBSERVED WERE USED TO CHECK THIS SURVEY

AZIMUTH	
P.M. 18057 FD. - M.M. 18057 FD.	
BEARING	DISTANCE
S. 67° 14' 00" W	100.000
N. 82° 46' 00" E	100.000

AZIMUTH	
M.M. 18057 FD. - M.M. 18056 FD.	
BEARING	DISTANCE
S. 37° 37' 42" W	100.000
N. 52° 22' 18" E	100.000



CONNECTIONS
SCALE 1:50,000

COORDINATE TABLE - ZONE 55						
POINT	EASTING	NORTHING	CLOSURE	ORDER	RETRODATE	ORIGIN
1	75919.491	64220.848				
10	76036.128	64229.122				
11	76029.519	64232.879				
12	75954.478	64238.630				
13	75976.881	64239.178				
14	76056.241	64249.193				
15	76086.683	64176.654				
16	76086.651	64170.197				
17	76051.951	64170.880				
18	75989.147	64175.482				
19	76044.109	64169.402				
20	76088.900	64172.224				
21	76094.230	64177.718				
22	76080.059	64172.430				
23	76200.385	64170.684				
24	76205.245	64170.128				
25	76184.584	64170.188				
26	76186.523	64170.145				
27	76174.878	64162.078				
28	76347.904	64150.943				
29	76356.186	64158.119				
30	76342.300	64150.213				
31	76362.126	64150.721				
32	76378.098	64157.504				
33	76350.579	64158.108				
34	76381.227	64152.932				
35	76283.132	64152.879				
36	76276.651	64159.886				
37	76229.677	64159.819				
38	76200.372	64158.588				
39	76207.539	64157.644				
40	76207.532	64159.884				
41	76208.382	64160.050				
42	76193.271	64162.988				
43	76194.731	64163.516				
44	76190.930	64162.357				
45	76190.809	64162.565				
46	76176.105	64161.179				
47	76265.659	64170.570				
48	76294.934	64170.999				
49	76303.023	64174.324				
50	76299.583	64172.169				
51	76295.514	64174.852				
52	76208.093	64172.515				
53	76193.130	64170.574				
54	76195.378	64171.450				

COORDINATE TABLE - ZONE 55						
POINT	EASTING	NORTHING	CLOSURE	ORDER	RETRODATE	ORIGIN
16	76096.414	64177.008				
17	76186.204	64189.451				
18	76107.040	64187.002				
19	76084.058	64195.388				
20	76025.231	64187.153				
21	76227.320	64205.077				
22	76006.007	64240.814				
23	76075.188	64250.975				
24	76002.663	64272.278				
25	75987.059	64297.188				
26	76057.916	64259.424				
27	76099.827	64263.175				
28	76096.628	64200.000				
29	76092.142	64281.977				
30	76052.878	64196.224				
31	76036.527	64235.959				
32	76025.164	64218.262				
33	76130.490	64204.678				
34	76174.606	64207.679				
35	76191.371	64257.230				
36	76194.933	64280.169				
37	76140.200	64208.675				
38	76146.570	64196.681				
39	76195.879	64197.816				
40	76203.196	64182.992				
41	76216.072	64182.512				
42	76225.424	64182.176				
43	76240.720	64180.105				
44	76245.577	64182.582				
45	76254.050	64180.747				
46	76263.394	64179.688				
47	76268.181	64179.999				
48	76274.442	64177.778				
49	76283.552	64177.601				
50	76285.326	64174.591				
51	76299.687	64170.576				
52	76303.140	64156.388				
53	76307.234	64163.728				
54	76320.904	64152.691				
55	76353.163	64158.106				
56	76362.267	64150.149				
57	76376.802	64158.907				

PLAN OF PORTION M.L. 8

PARISH: MOOLARBEN & WILPINONG

COUNTY: PHILLIP

MAP SHEET No. 8433-2-N

REDUCTION RATIO 1:15,000

MINING LEASE APPLICATION No. 316 & 317

MINING DIVISION: ORANGE

APPLICANT: MOOLARBEN COAL MINES PTY LIMITED

APPLICATION DATE: 28/02/2008

MINING LEASE No. 1691 (Act 1992)

STATUS:

METHOD: OPEN CUT

SURFACE EXCEPTION / DEPTH RESTRICTION

EMBRACES THE SURFACE AND SOIL BELOW THEREOF TO A DEPTH OF 900m BELOW (A.H.D.) AUSTRALIAN HEIGHT DATUM

NOTES:

Azimuth: X - Y

Please read in the context of this survey/compassionable information act 2002, namely ensure that the survey information represented in this plan is accurate and has been completed in accordance with the Surveying and Spatial Information Regulations 2012 and the Surveyor General's Directions for Mining Surveys and was completed on 21/11/2012

Signature: *[Signature]*

Surveyors Reference: 108-0009

Surveyor: Martin Alexander Burns

of Pegasus Survey & Drafting Pty Ltd.

a surveyor registered under the Surveying and Spatial Information Act 2002, hereby certify that the survey information represented in this plan is accurate and has been completed in accordance with the Surveying and Spatial Information Regulations 2012 and the Surveyor General's Directions for Mining Surveys and was completed on 21/11/2012

Signature: *[Signature]*

Surveyors Reference: 108-0009

Survey Color: *[Color]*

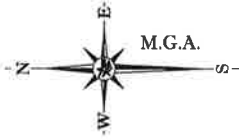
Plan Investigated: *[Signature]* 18-02-2008

Plan Approved: *[Signature]* 18-02-2008

Paper No.: 108-0009



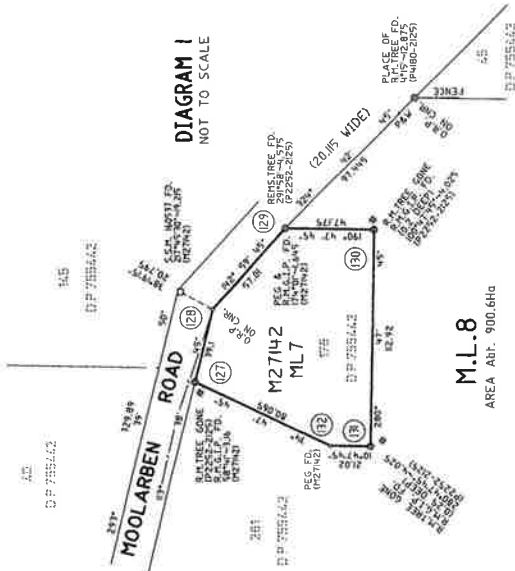
PROBANT NOTES: ALL BEARINGS AND DISTANCES ARE IN GROUNDS. SURVEY WITH RESPECT TO MINING LEASE BOUNDARY ONLY.



IRREGULAR NOTES: - ALL BEARINGS AND DISTANCES ARE ON GROUND.
 - SURVEY WITH RESPECT TO MINING LEASE BOUNDARY ONLY.
 D. - DATUM
 * DIMENSIONS SHOWN HEREON ARE APPROXIMATE AND HERE
 TO BE TAKEN AS SUCH. ALL DIMENSIONS ARE FROM MOOLARBEN
 COAL MINES PTY LIMITED IN AUGUST 2012.

CROSS OBSERVATIONS WERE USED TO
 BEAR TRAFFIC OF THIS SURVEY.

DIAGRAM 1
 NOT TO SCALE

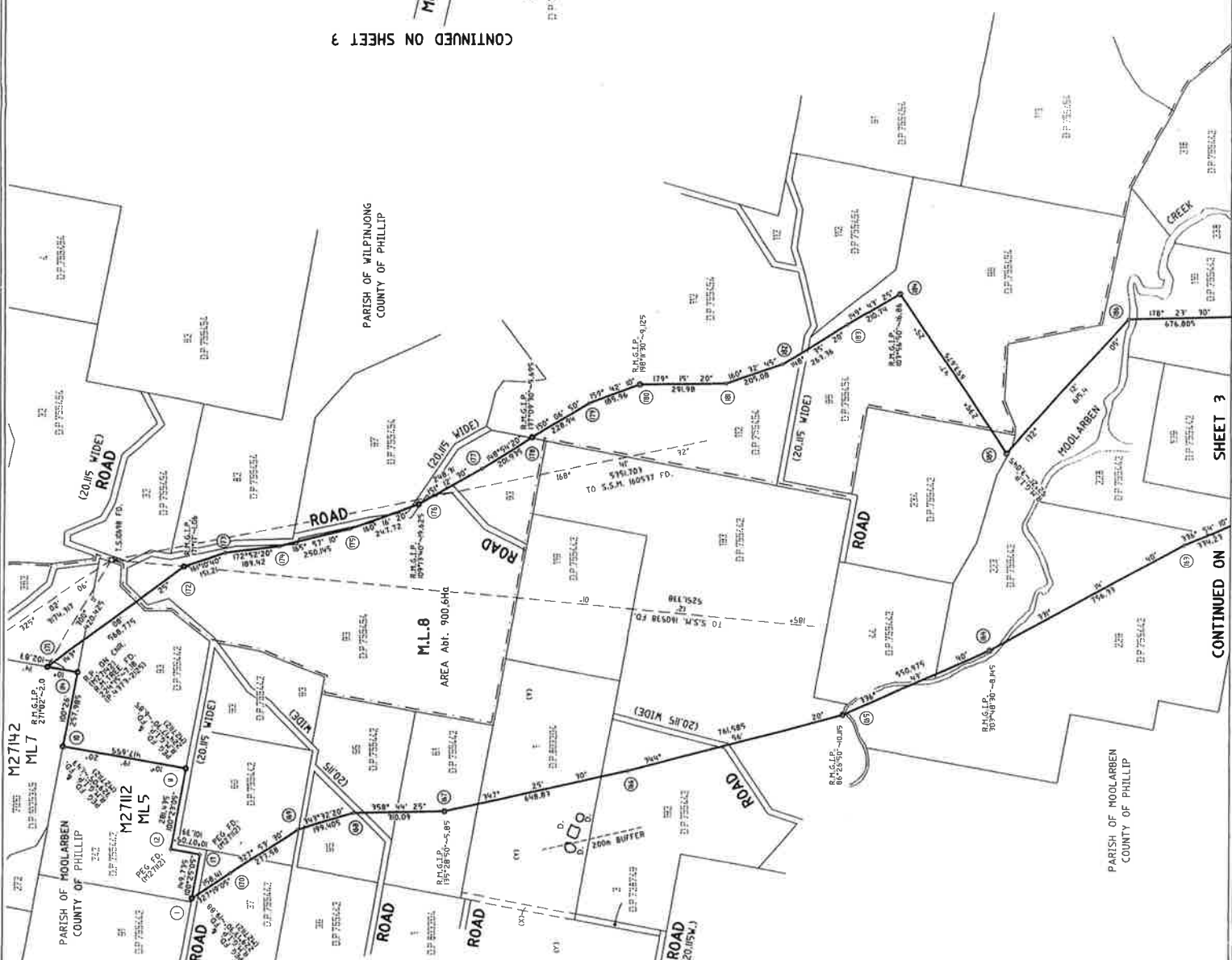


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PLAN OF PORTION M.L. 8
PARISH: MOOLARBEN & WILPINJONG
COUNTY: PHILLIP
MAP SHEET No. 8933-2-N
REDUCTION RATIO 1: 7,500
MINING LEASE APPLICATION No. 316 & 317
MINING DIVISION: ORANGE
APPLICANT: MOOLARBEN COAL MINES PTY LIMITED
APPLICATION DATE: 25/02/2008
MINING LEASE No. 1691 (ACT 1992)
STATUS:
METHOD: OPEN CUT
SURFACE EXCEPTION / DEPTH RESTRICTION
EMBRACES THE SURFACE AND SOIL BELOW THEREOF TO A DEPTH OF 900m BELOW (A.H.D.) AUSTRALIAN HEIGHT DATUM
NOTES:
Azimuth: 'X' - 'Y'
Please read in the course of this survey/development the following conditions: 1. RESERVATION OF MINERALS & IS SUBJECT TO RESERVATIONS & CONDITIONS - SEE INFORMATION SYNOPTICA 2. EXCLUDES MINERALS & IS SUBJECT TO RESERVATIONS & CONDITIONS - SEE CROWN GRANT.
I Martin Alexander Burns of Pegasus Survey & Drafting Pty.Ltd. a surveyor registered under the Surveying and Spatial Information Act 2002, hereby certify that the survey /Amendments represented in this plan is accurate and has been completed in accordance with the Surveying and Spatial Information Regulation 2012 and the Surveyor General's Direction for Mining Surveys and was completed on 21/11/2012.
Signature: <i>Martin Alexander Burns</i> Survey Reference: NESI10973
Survey Date: 21/11/2012 Plan Investigated: <i>Martin Alexander Burns</i> Plan Approved: <i>Martin Alexander Burns</i> Paper No.: 108-0009

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