



NSW DEPARTMENT OF
PRIMARY INDUSTRIES

RECEIVED
30 NOV 2007

BY:

Grant Farrar
Liddell Coal Operations
PO Box 7
SINGLETON NSW 2330

Our Ref: C00/1537
Contact: Matt Collins
Telephone: (02) 4931 6423

Dear Sir

MINING LEASE APPLICATION NO 223

The Minister on 05 November 2007 granted Mining Lease No 1597 (Act 1992) in satisfaction of this application. This authority expires on 05 November 2028. The lease is enclosed for your records.

You are reminded of the following:

- ◆ Mining operations must be conducted in accordance with a Mining Operations Plan satisfactory to the Director-General. This plan must be lodged before operations commence.
- ◆ Before operations commence you must also negotiate an agreement regarding compensation with any affected landholder or have compensation assessed by the Warden.
- ◆ Notification of the grant of the lease must be served on each affected landholder not later than 3 months from the date of grant.

ML 1407 (Act 1992), ML 1408 (Act 1992), ML 1346 (Act 1992), ML 1314 (Act 1992), ML 1423 (Act 1992), ML 1180 (Act 1906), PLL 862 (1924), PLL 863 (Act 1924), PLL 481 (Act 1906) and CCL 709 (Act 1973) has now ceased to exist over the land of this mining lease.

ML 1552 (Act 1552), ML 1313 (Act 1992), and CCL 708 (Act 1973) have now been part cancelled over the area of this mining Lease.

Minerals Titles
Postal Address:
PO Box 344 Hunter Region Mail Centre NSW 2310
Street Address:
516 High Street Maitland NSW 2320

ABN 51 734 124 190


www.dpi.nsw.gov.au
Tel: 1300 736 122
Fax: 02 4931 6776

As directed by the Minister, the land subject of this lease has been recorded in the Colliery Holding Register as part of Liddell Colliery Holding.

An updated copy of the plan will be forwarded to you in due course.

If you have any queries, please contact me.

Yours faithfully

 29/11/2007.

Matt Collins
for Director General

Office of State Revenue
NSW Treasury
Client No: 1846988 2372
Duty: N/A Trans No: 1597
Asst details: COAL
[Signature]

MINING LEASE
MINING ACT 1992

NO 1597

DATED 5 NOVEMBER 2007

THE MINISTER FOR MINERAL
RESOURCES

OF THE STATE

OF NEW SOUTH WALES

TO

LIDDELL TENEMENTS PTY LIMITED
ACN 051 529 876

MINING ACT 1992

MINING LEASE

THIS DEED made the *5th* day of *November*
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 **LIDDELL TENEMENTS PTY LIMITED (ACN 051 529 876)** (which with its
successors and transferees is hereinafter called "the lease holder") of **Level 34
Gateway No.1 Macquarie Place 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 2065 hectares as shown on Plan No. **M27018**, 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 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 to 23 inclusive, 25 to 26 inclusive, 28 to 29 inclusive and 30 to 32 inclusive** 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 abovescribed.

SIGNED AND DELIVERED
BY

LIDDELL TENEMENTS PTY LIMITED
ACN 051 529 876



.....

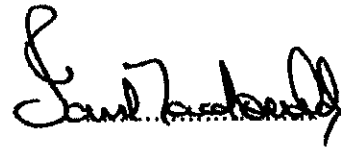
in the presence of



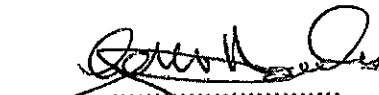
.....
Witness

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/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.

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.

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 – Mineral Resources.
- (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.

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- (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 **83** 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 **\$1,452,500** 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.

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 8 (a) 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 Climate Change and Environment.

(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 Climate Change and Environment.

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 Climate Change and Environment regional hydrogeologist 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 Climate Change and Environment.

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.

Single Security (extended)

28. (a) The single security given and maintained with the Minister by the lease holder for the purpose of ensuring the fulfilment by the lease holder of obligations under **Mining Leases 1313, 1552 (Act 1992) and Consolidated Coal Lease 708 (Act 1973)** is extended to apply to this lease.
- (b) If the lease holder fails to fulfil any one or more of the obligations under this lease, then the security held 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 the 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.

Prescribed Dams

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 **Liddell Cooling Water, Chain of Ponds 13B or Antione Mine Lease Tailings Dams** 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.

Special Conditions

30. The lease holder unless with the consent of the Minister and subject to such conditions as the Minister may impose shall not mine for, win or remove any coal from that part of the subject area within 30 metres horizontally distant from either side of the easement of the Main Northern Railway.
31. The lease holder unless with the consent of the Minister and subject to such conditions as the Minister may impose shall not work or cause to be worked any seam of coal by underground methods within the subject area within the barrier as defined as follows:

The land within the zone beneath and adjacent to the Main Northern Railway enclosed by an angle of draw of 35 degrees from the vertical plane of the boundary parallel to a thirty (30) metres horizontal distance from either side of the railways lands, such angle of draw being measured outwards from the point on the vertical plane of the said boundary at the surface or at the level of the horizontal plane of the railway tracks, whichever may be the higher, to the floor of the coal seam in which mining operations are being carried out.

32. The lease holder shall maintain an underground reserve of water of a minimum of 2000 megalitres in disused underground mine workings of the land hereby demised and shall at all times permit Coal and Allied Operations Pty Limited and its successors and assigns to have access to that underground reserve for the purpose of obtaining water for use in connection with the operations of the Hunter Valley Mine.

MINING LEASE No.

STATUS:

METHOD: OPENCUT

DEPTH RESTRICTION/SURFACE EXCEPTION
EMBRACES SURFACE AND SOIL BELOW
THEREOF TO UNLIMITED DEPTH

NOTES: SHEET 1 OF 3 SHEETS

Azimuth: TS 10849 (RIVAL) TO
TS 10712 (NEWDELL)

Plans used in the course of this survey/assessment
SEE ATTACHED LIST

Survey declared on this plan for lines
(1) TO (131) INCLUSIVE

I. NIGEL JAMES PETERSEN
BOARDMAN PEASLEY PTY. LTD.
of 44 MARKET STREET, MUSWELLBROOK NSW 2558
a surveyor registered under the Surveying Act 2002,

hereby certify that the survey/assessment represented

in this plan is accurate and has been completed in

accordance with the Surveyors Regulation 2001 and

the Surveyor General's Direction for Mining Surveys

and was completed on 27TH OCTOBER 2004.

Signature: *N. Petersen*

Surveyor's Reference: 54507

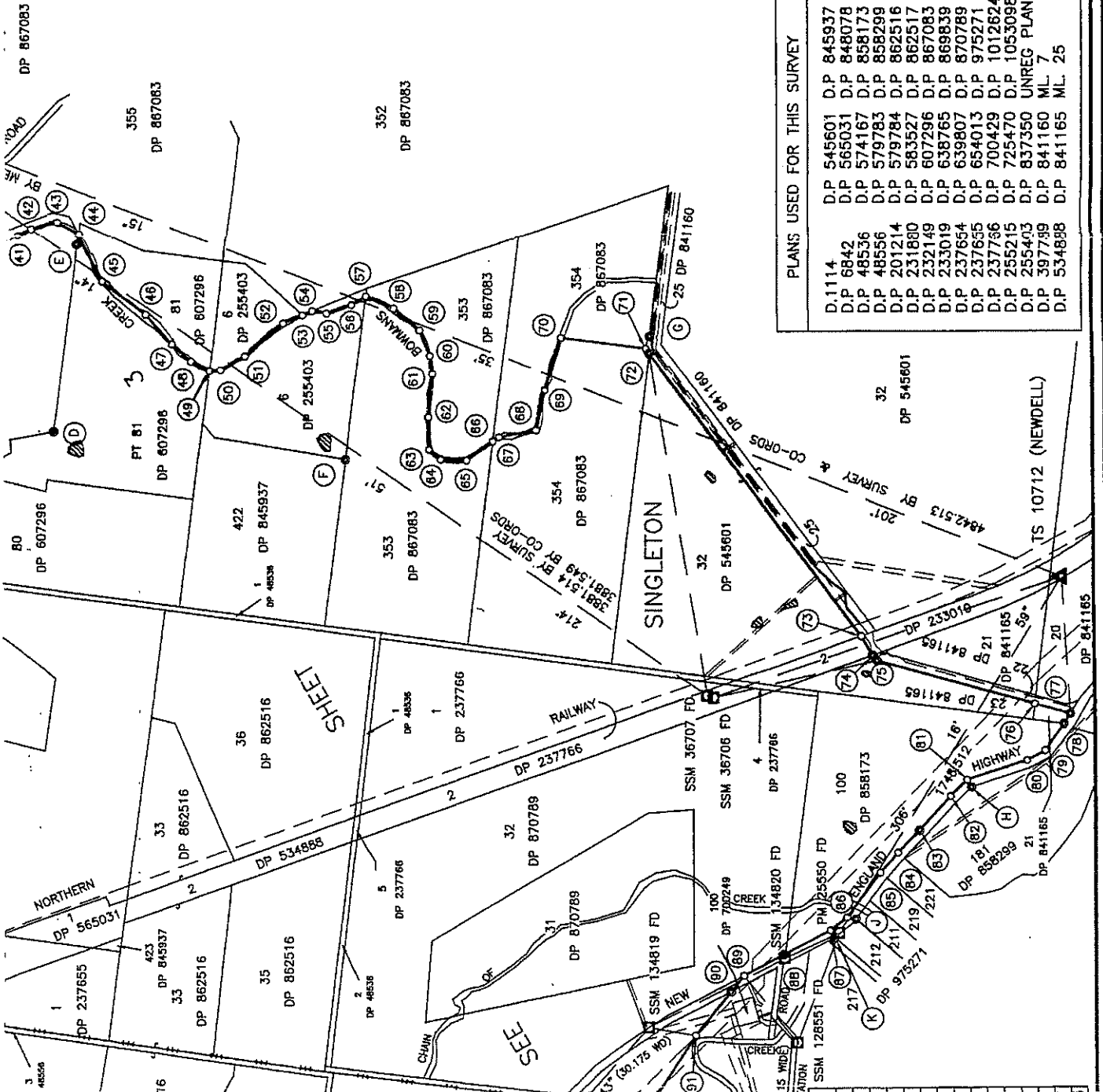
Survey Calcs: *N. Petersen* 03-12-2004

Plan Investigated: *N. Petersen* 16-12-2004

Plan Approved: *N. Petersen* 21-12-2004

Paper No.: 000-1037

M27018



PLANS USED FOR THIS SURVEY

D.1114	D.P. 545601	D.P. 845937
D.P. 6842	D.P. 565031	D.P. 848078
D.P. 48536	D.P. 574167	D.P. 858173
D.P. 48556	D.P. 579783	D.P. 858299
D.P. 201214	D.P. 579784	D.P. 862516
D.P. 231880	D.P. 583527	D.P. 862517
D.P. 232149	D.P. 607296	D.P. 867083
D.P. 233019	D.P. 638765	D.P. 869839
D.P. 237654	D.P. 639807	D.P. 870789
D.P. 237855	D.P. 654013	D.P. 975271
D.P. 237756	D.P. 700429	D.P. 1012624
D.P. 255215	D.P. 725470	D.P. 1053098
D.P. 255403	D.P. 837350	UNREG PLAN
D.P. 397739	D.P. 841160	ML 7
D.P. 534888	D.P. 841165	ML. 25

MGA

SURVEY (PRACTICE) AMENDMENT REGULATIONS 2003, CLAUSE 32 (2)

MARK	MGA CO-ORDINATES		ZONE	CLASS	ORDER
	EASTING	NORTHING			
TS 10712 NEWDELL [P]	315610.040	6412159.626	56	B	2
TS 10849 RIVAL [P]	317391.669	6416662.484	56	B	2
PM 81	312960.172	6414593.052	56	B	2
SSM 36706	315165.893	6413454.477	56	B	2
SSM 36707	315173.437	6413477.269	56	B	2
SSM 36710	312126.744	6418695.193	56	B	2
PM 25550	314293.482	6412992.129	56	BY	GPS
PM 51185	312130.928	6418717.224	56	BY	GPS
SSM 44594	316461.651	6416940.872	56	BY	GPS
SSM 128551	313880.361	6413149.682	56	BY	GPS
SSM 134819	313948.074	6413697.948	56	BY	GPS
SSM 134820	314200.558	6413194.350	56	BY	GPS
MINE PILLAR No. 15	311995.392	6415148.095	56	BY	GPS

COMBINED SCALE FACTOR 0.999991
 SOURCE: MGA CO-ORDINATES TAKEN FROM SCIMS
 DATE: 30TH JULY 2004

CONNECTIONS BETWEEN STATE SURVEY CONTROL MARKS

SSM 37607 TO SSM 37606	198°18'51" ~	24.008	BY CO-ORDS AND ME
SSM 37606 TO TS 10712	161°04'03" ~	1368.907	BY CO-ORDS & BY ME
PM 25550 TO SSM 134820	335°19'55" ~	222.62	BY ME
SSM 134820 TO SSM 128551	261°51'27" ~	315.376	BY ME
SSM 134820 TO SSM 134819	333°22'22" ~	563.349	BY ME
SSM 36710 TO PM 51185	10°45'17" ~	22.425	BY ME

PLAN OF PORTION ML 38

PARISH: LIDDELL

COUNTY: DURHAM

MAP SHEET No. 9133-III-N, 9133-III-S
AND 9033-II-S

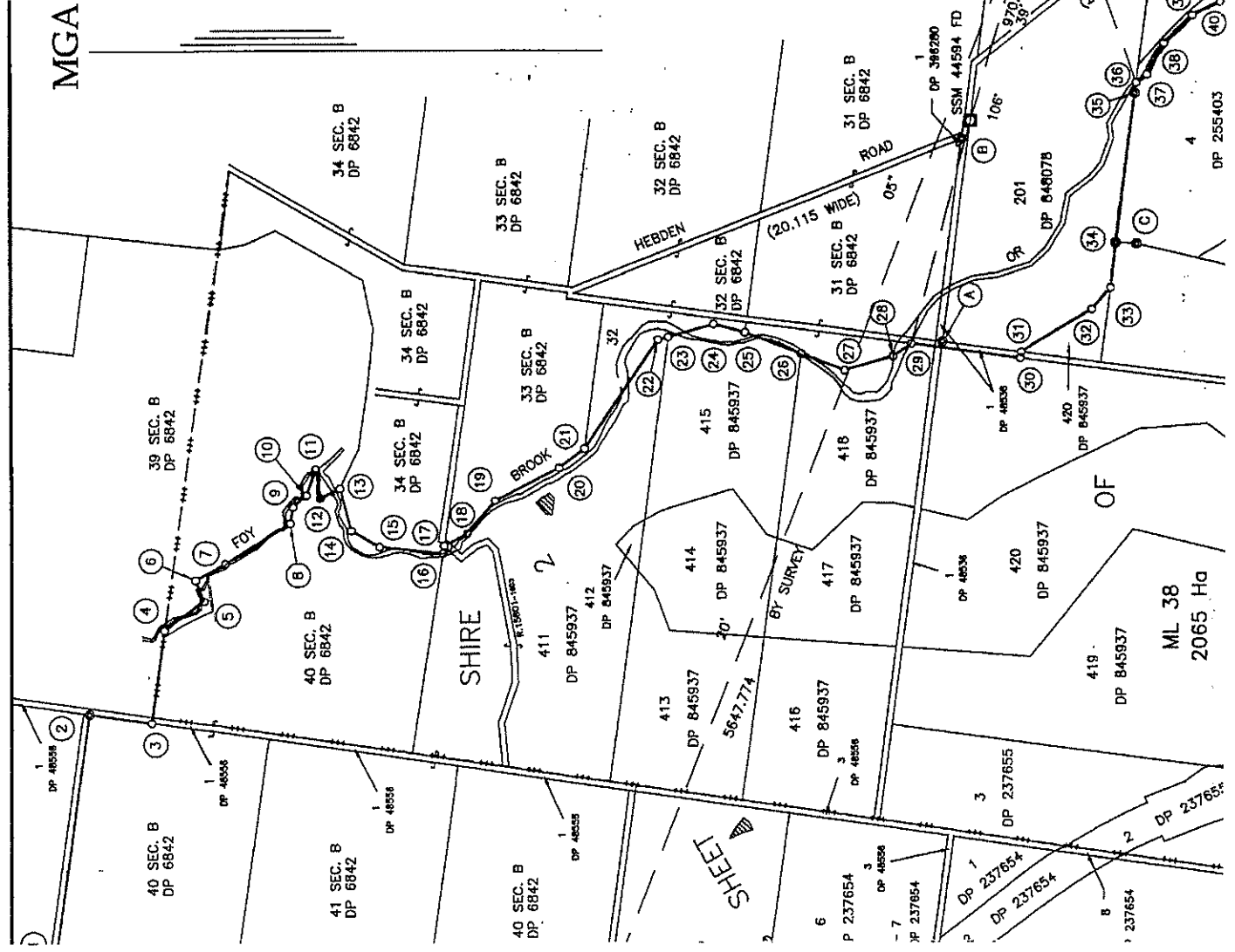
REDUCTION RATIO 1: 15,000

MINING LEASE APPLICATION No. 223

MINING DIVISION: SINGLETON

APPLICANT: LIDDELL TENEMENTS
PTY. LTD.

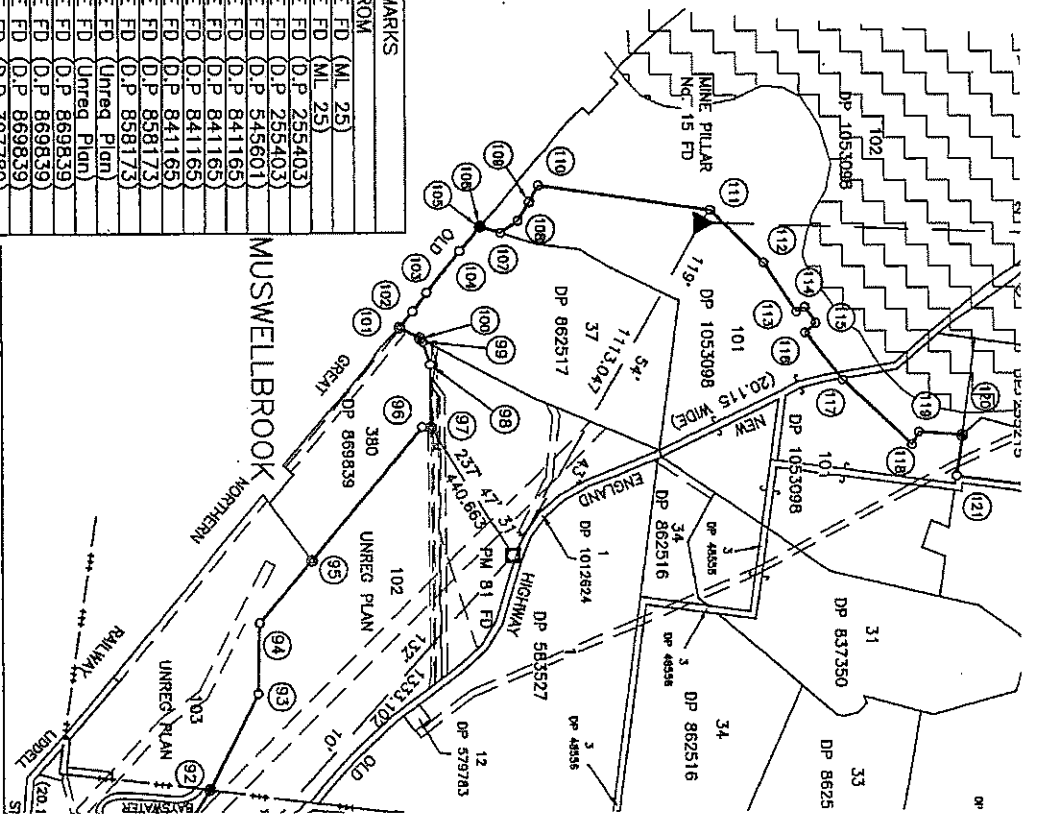
APPLICATION DATE: 12/05/2003



61	316365.303	6414489.366	304378.038	1414758.530
62	316205.169	6414504.692	304218.219	1414776.849
63	316085.760	6414450.246	304098.789	1414776.860
64	316048.991	6414459.254	304061.218	1414734.340
65	316045.160	6414362.324	304055.575	1414637.500
66	316114.924	6414265.111	304123.508	1414538.998
67	316130.816	6414242.966	304138.982	1414516.560
68	316156.435	6414105.417	304162.024	1414378.555
69	316304.985	6414072.838	304309.939	1414343.203
70	316498.292	6414012.146	304502.076	1414278.905
71	316457.524	6413696.619	304455.412	1413964.197
72	316439.748	6413683.407	304437.392	1413951.319
73	315931.062	6412903.937	303374.308	1413191.604
74	315920.538	6412861.631	303303.004	1413150.625
75	315300.830	6412846.971	303283.026	1413136.336
76	315139.664	6412263.697	303310.976	1412556.180
77	315102.697	6412129.912	303071.913	1412423.109
78	315065.625	6412154.353	303034.904	1412448.240
79	314967.152	6412225.905	302937.787	1412521.622
80	314931.240	6412293.598	302903.148	1412389.975
81	314858.408	6412515.161	302834.473	1412812.861
82	314797.788	6412576.976	302775.020	1412875.799
83	314672.547	6412693.393	302651.980	1412994.539
84	314589.670	6412773.712	302570.619	1413076.395
85	314515.511	6412839.572	302497.705	1413143.631
86	314350.358	6412963.459	302334.899	1413270.585
87	314302.911	6413025.014	302288.612	1413333.017
88	314214.467	6413196.674	302203.396	1413506.302
89	314137.186	6413346.710	302128.935	1413707.163
90	314078.356	6413395.023	302071.018	1413707.163
91	313917.558	6413527.074	301912.719	1413842.199
92	313837.361	6413705.249	301653.904	1414025.584
93	313558.651	6413850.116	301359.954	1414175.640
94	313153.296	6413885.686	301154.738	1414185.050
95	312927.408	6414008.325	300976.738	1414341.046
96	312584.957	6414332.748	300595.423	1414672.661
97	312587.366	6414358.164	300568.310	1414698.028
98	312403.803	6414356.462	300414.745	1414699.760
99	312337.787	6414335.185	300348.343	1414679.723
100	312327.723	6414327.466	300338.136	1414672.193
101	312295.774	6414268.029	300305.081	1414613.364
102	312249.403	6414306.582	300259.439	1414652.778
103	312194.553	6414347.155	300205.358	1414694.369
104	312074.348	6414446.034	300087.024	1414795.480
105	312004.559	6414503.955	300018.330	1414854.695
106	312003.934	6414504.515	300017.716	1414855.268
107	312022.391	6414562.226	300037.250	1414912.623
108	311987.023	6414612.147	300002.821	1414963.197
109	311933.262	6414645.241	299949.689	1414997.292
110	311884.918	6414671.553	299901.846	1415024.503
111	311858.690	6415329.591	300142.006	1415678.163
112	312112.808	6415329.591	300142.006	1415678.163
113	312256.212	6415425.593	300287.181	1415771.465
114	312243.239	6415450.421	300274.675	1415766.537
115	312289.385	6415481.621	300321.397	1415826.863
116	312317.417	6415450.377	300348.839	1415795.100
117	312454.539	6415560.967	300488.006	1415903.106
118	312644.121	6415762.053	300681.317	1416100.610
119	312608.220	6415781.951	300645.794	1416121.176
120	312618.186	6415907.285	300658.104	1416246.302

CNR	BEARING	DISTANCE	FROM
1	278.48.40"	0.5	RM.G.I.P.I.P.E. FD (ML 25)
2	267.56.40"	2.99	RM.G.I.P.I.P.E. FD (ML 25)
34	326.20"	17.64	RM.G.I.P.I.P.E. FD (D.P. 255403)
35	97.23.20"	1.0	RM.G.I.P.I.P.E. FD (D.P. 255403)
72	151.43.10"	0.705	RM.G.I.P.I.P.E. FD (D.P. 545601)
74	83.53.40"	0.98	RM.G.I.P.I.P.E. FD (D.P. 841165)
75	276.55.40"	1.235	RM.G.I.P.I.P.E. FD (D.P. 841165)
77	60.17.40"	1.2	RM.G.I.P.I.P.E. FD (D.P. 841165)
78	75.48"	1.25	RM.G.I.P.I.P.E. FD (D.P. 841165)
83	51.56.40"	1.095	RM.G.I.P.I.P.E. FD (D.P. 858173)
88	97.39.40"	1.32	RM.G.I.P.I.P.E. FD (D.P. 858173)
90	309.23"	1.0	RM.G.I.P.I.P.E. FD (Unreg. Plan)
92	296.14"	1.5	RM.G.I.P.I.P.E. FD (Unreg. Plan)
95	309.57"	2.0	RM.G.I.P.I.P.E. FD (D.P. 869839)
97	185.25"	1.0	RM.G.I.P.I.P.E. FD (D.P. 869839)
100	52.30"	1.0	RM.G.I.P.I.P.E. FD (D.P. 869839)
101	28.15"	1.025	RM.G.I.P.I.P.E. FD (D.P. 397789)
106	339.45.40"	16.3	RM.G.I.P.I.P.E. FD (D.P. 862517)
120	98.50"	1.02	RM.G.I.P.I.P.E.
125	16.56"	3.02	RM.G.I.P.I.P.E. FD (D. 1114)
128	49.53.40"	1.01	RM.G.I.P.I.P.E.
131	277.95.40"	1.2	RM.G.I.P.I.P.E.
A	277.19.40"	0.805	RM.G.I.P.I.P.E. FD (ML 7)
B	341.17.10"	0.51	RM.G.I.P.I.P.E. FD (D.P. 848078)
C	193.58.40"	1.0	RM.G.I.P.I.P.E. FD (D.P. 255403)
D	349.27.20"	0.775	RM.G.I.P.I.P.E. FD (D.P. 255403)
E	97.23.20"	0.5	RM.G.I.P.I.P.E. FD (D.P. 255403)
F	9.45.50"	1.455	RM.G.I.P.I.P.E. FD (D.P. 255403)
G	91.22.40"	0.8	RM.G.I.P.I.P.E. FD (D.P. 841160)
H	135.33.40"	1.5	RM.G.I.P.I.P.E. FD (D.P. 848969)
J	331.06.40"	1.0	RM.G.I.P.I.P.E. FD (D.P. 638765)
K	155.08.40"	0.669	RM.G.I.P.I.P.E. FD (D.P. 638765)

TS	CONNECTIONS FROM STATE SURVEY CONTROL MARKS
10 2	31746.32" ~ 4333.004
10 29	28504.32" ~ 770.657
10 36	28040.40" ~ 852.465
10 72	80.45.15" ~ 1292.979
10 75	167.28.37" ~ 622.312
10 77	266.56.07" ~ 501.12
10 87	16.01.52" ~ 34.215
10 88	80.31.00" ~ 14.103
10 89	51.37.36" ~ 317.386
10 91	190.07.35" ~ 173.577
10 97	237.47.31" ~ 440.633
10 111	305.36.19" ~ 45.14
10 123	173.04.21" ~ 2370.691
10 128	115.04.17" ~ 1150.705
10 1	50.24.53" ~ 1978.285



CORNER	SCHEDULE OF LEASE CO-ORDINATES			
	MGA	NORTHING	EASTING	ISG
1	313655.546	6419977.840	301771.433	1420296.737
2	314486.450	6419863.744	302600.057	1420167.117
3	314456.480	6419685.106	302566.225	1419962.076
4	314766.209	6419616.037	302875.134	1419914.239
5	314862.509	6419487.316	302969.008	1419783.719
6	314933.047	6419514.107	303040.035	1419809.186
7	314987.153	6419421.503	303092.399	1419715.586
8	315121.222	6419209.402	303222.476	1419501.014
9	315175.845	6419200.552	303276.952	1419449.144
10	315214.630	6419155.615	303374.862	1419455.489
11	315301.849	6419125.237	303401.497	1419413.484
12	315204.992	6419110.353	303304.379	1419400.425
13	315236.977	6419046.943	303335.172	1419336.418
14	315096.516	6419009.840	303194.042	1419301.949
15	315043.170	6418918.193	303138.991	1419211.316
16	315020.366	6418771.187	30312.318	1419004.773
17	315046.232	6418707.289	303176.313	1418922.087
18	315085.896	6418629.713	303283.508	1418824.632
19	315194.897	6418534.280	303389.799	1418604.022
20	315305.296	6418315.692	303452.262	1418517.335
21	315369.370	6418230.194	303481.651	1418266.155
22	315732.395	6417985.763	303810.734	1418231.597
23	315742.122	6417951.381	303819.234	1418231.597
24	315785.018	6417799.759	303859.785	1418079.199
25	315797.336	6417697.187	303830.190	1417977.163
26	315685.457	6417511.900	303754.857	1417793.254
27	315628.963	6417366.272	303695.648	1417648.708
28	315675.303	6417202.475	303738.916	1417484.072
29	315717.517	6417141.314	303779.978	1417422.132
30	315668.196	6416773.194	303723.778	1417054.999
31	315688.132	6416770.522	303743.662	1417051.935
32	315830.724	6416531.519	303881.758	1416810.327
33	315903.066	6416468.921	303952.915	1416746.386
34	316052.154	6416449.635	304101.616	1416724.314
35	316551.589	6416385.028	304599.755	1416650.375
36	316387.220	6416380.418	304635.294	1416645.100
37	316813.393	6416344.762	304680.795	1416608.960
38	316717.567	6416289.084	304763.910	1416551.343
39	316814.118	6416194.387	304858.672	1416454.856
40	316884.208	6416100.794	304903.003	1416360.418
41	316884.191	6416020.453	304925.478	1416279.642
42	316910.150	6415869.297	304950.476	1416228.009
43	316935.297	6415874.227	304973.841	1416132.485
44	316890.703	6415795.493	304927.781	1416054.599
45	316771.101	6415709.311	304746.598	1415971.792
46	316588.355	6415550.625	304620.905	1415815.431
47	316477.723	6415458.358	304508.528	1415723.250
48	316412.351	6415385.504	304441.845	1415653.631
49	316378.972	6415315.794	304407.165	1415584.558
50	316381.281	6415275.640	304408.723	1415544.368
51	316432.370	6415185.698	304458.120	1415453.485
52	316555.005	6415045.197	304578.106	1415310.714
53	316584.512	6414973.228	304606.261	1415238.206
54	316599.619	6414936.379	304620.676	1415201.081
55	316591.089	6414882.281	304611.135	1415147.153
56	316621.564	6414789.374	304639.867	1415053.691
57	316654.184	6414735.237	304671.468	1414998.954
58	316608.847	6414632.377	304624.215	1414896.960
59	316527.912	6414536.928	304541.509	1414803.042

CORNER	SCHEDULE OF LEASE CO-ORDINATES			
	MGA	NORTHING	EASTING	ISG
121	312736.169	6415891.222	300775.765	1416228.034
122	312791.111	6416291.139	300838.179	1416266.854
123	312412.730	6416341.815	300460.812	1416684.599
124	312530.865	6417204.815	300595.072	1417545.238
125	312510.913	6417207.359	300575.170	1417548.155
126	312513.183	6417227.346	300572.814	1417568.098
127	313099.346	6417699.716	301172.712	1418029.417
128	313169.021	6418207.562	301251.875	1418535.871
129	313408.168	6418174.752	301490.366	1418498.593
130	313490.191	6418772.609	301583.560	1419094.811
131	313575.491	6419394.344	301680.476	1419714.841

NOTES:
 EASEMENTS AND BOUNDARY INFORMATION
 SHOWN ON SHEETS 2 & 3
 ALL DISTANCES SHOWN ARE
 GROUND DISTANCES



EXISTING DAM SITES

