# Instrument of Renewal

## Section 114 of the *Mining Act 1992*

I, **Jamie Tripodi, Executive Director Assessments & Systems** as delegate for the Minister administering the *Mining Act 1992* for the State of New South Wales, pursuant to section 114 of the *Mining Act 1992*, have determined to renew **Mining Lease 1376 (Act 1992),** as described in Schedule 1, to **Tahmoor Coal Pty Ltd, ACN 076 663 968**, subject to the conditions:

1. prescribed in the *Mining Act 1992* and the Mining Regulation 2016*;* and
2. set out in Schedule 2.

**Note:** For the avoidance of doubt, any prior Description of Lease and any Conditions imposed prior to the effective date of this Instrument of Renewal are replaced by Schedule 1 and 2 of this Instrument of Renewal on and from the effective date.

Signed this 28th day of March 2023.

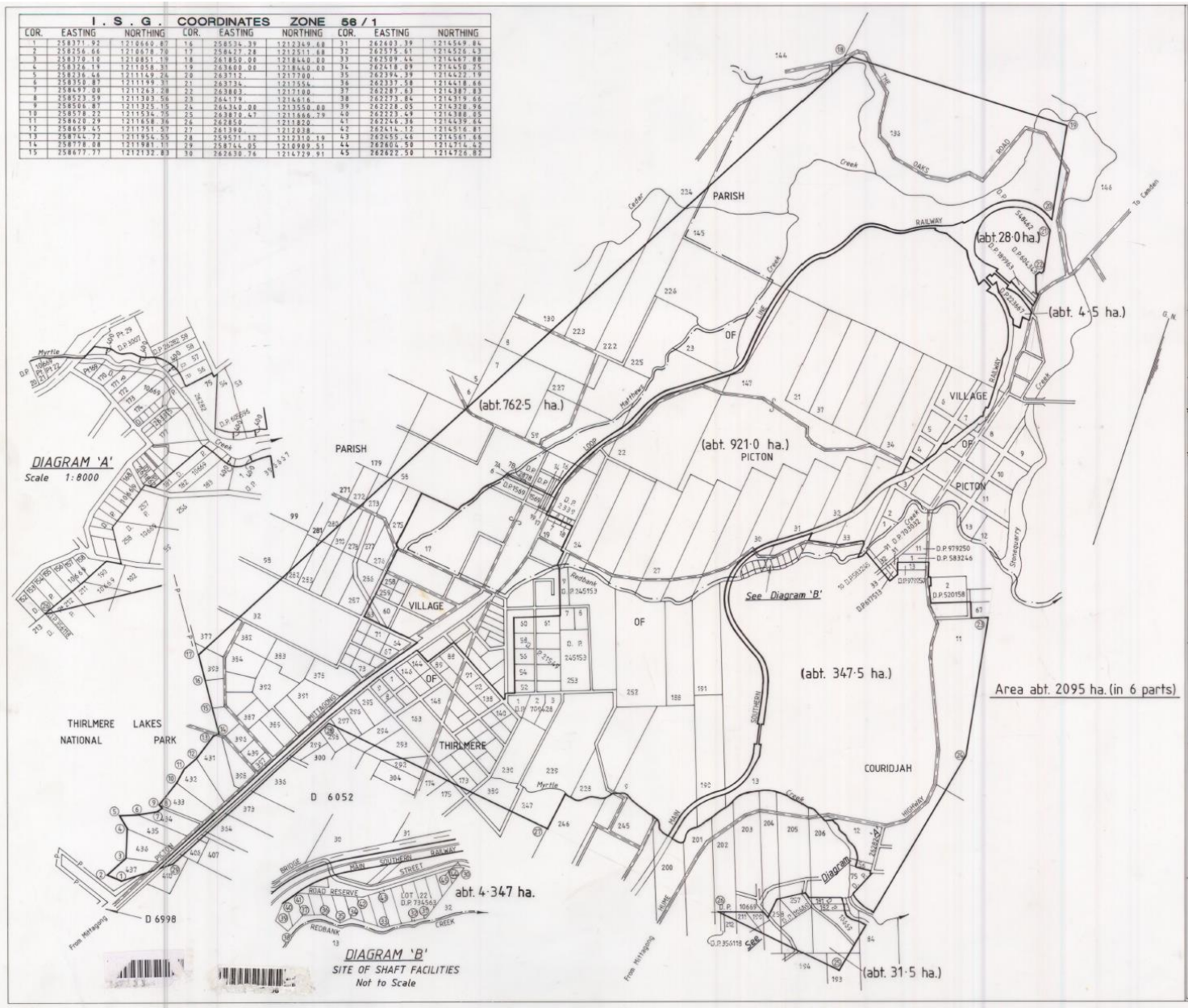
**Jamie Tripodi**
**Executive Director Assessments & Systems**
**Mining, Exploration and Geoscience**
**Regional NSW**
**As delegate for the Minister administering the *Mining Act 1992***
**Delegation dated: 28 February 2023**

# SCHEDULE 1

**Description of Lease**

| | |
|---|---|
| **Mining lease:** | **1376 (Act 1992)** |
| **Renewal date:** | **28 March 2023** |
| **Effective date:** | **28 March 2023** |
| **Term ending (expiry date):** | **28 August 2043** |
| **Lease Holder(s)** | **Tahmoor Coal Pty Ltd,**<br>**ACN 076 663 968** |
| **Land:** | The lease area includes all land described in the attached lease plan titled **D7293** and approved on **18 April 1995**. |
| **Area:** | **2,095 hectares** |
| **Surface Exception / Depth Restriction:** | **PART Various**<br>**900 metres below AHD** |
| **Mineral(s):** | **Coal**<br>**Petroleum** |
| **Method:** | **Underground Methods** |

| I . S . G . COORDINATES ZONE 56 / 1 | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| COR. | EASTING | NORTHING | COR. | EASTING | NORTHING | COR. | EASTING | NORTHING |
| 1 | 258371.92 | 1210660.87 | 16 | 258534.39 | 1212349.68 | 31 | 262603.39 | 1214549.84 |
| 2 | 258256.66 | 1210678.70 | 17 | 258427.28 | 1212511.68 | 32 | 262575.61 | 1214526.43 |
| 3 | 258370.10 | 1210851.19 | 18 | 261850.00 | 1218440.00 | 33 | 262509.44 | 1214467.88 |
| 4 | 258326.19 | 1211058.31 | 19 | 263600.00 | 1218440.00 | 34 | 262418.09 | 1214450.25 |
| 5 | 258236.46 | 1211149.24 | 20 | 263712. | 1217700. | 35 | 262394.39 | 1214422.19 |
| 6 | 258350.87 | 1211199.31 | 21 | 263734. | 1217554. | 36 | 262337.58 | 1214418.66 |
| 7 | 258497.00 | 1211263.28 | 22 | 263803. | 1217100. | 37 | 262287.63 | 1214387.83 |
| 8 | 258523.59 | 1211303.56 | 23 | 264179. | 1214616. | 38 | 262273.84 | 1214319.66 |
| 9 | 258506.87 | 1211325.15 | 24 | 264340.00 | 1213550.00 | 39 | 262228.05 | 1214328.96 |
| 10 | 258578.22 | 1211534.75 | 25 | 263870.47 | 1211666.79 | 40 | 262223.49 | 1214388.05 |
| 11 | 258620.29 | 1211658.36 | 26 | 262850. | 1211820. | 41 | 262246.36 | 1214439.64 |
| 12 | 258659.45 | 1211751.57 | 27 | 261390. | 1212038. | 42 | 262414.12 | 1214516.81 |
| 13 | 258744.72 | 1211954.55 | 28 | 259571.12 | 1212310.19 | 43 | 262455.46 | 1214561.66 |
| 14 | 258778.08 | 1211981.11 | 29 | 258744.05 | 1210909.51 | 44 | 262604.50 | 1214714.42 |
| 15 | 258677.77 | 1212132.83 | 30 | 262630.76 | 1214729.91 | 45 | 262622.50 | 1214726.82 |




# DIAGRAM

Showing area subject to variation on survey

PARISH(S): PICTON & COURIDJAH

COUNTY(S): CAMDEN

MAP SHEET NO(s): 9029-4-S "PICTON"

REDUCTION RATIO 1:15 000

MINING LEASE APPLICATION NO. 1

MINING DIVISION: SYDNEY

APPLICANT: NOVACOAL AUSTRALIA PTY. LIMITED

APPLICANT DATE: 05·11·1992

MINING LEASE NO.: ML 1376 (Act 1992).

STATUS:
MINERAL: COAL
METHOD: UNDERGROUND

Surface exception/ Depth restriction:

* EMBRACES THE SURFACE AND LAND BELOW THEREOF TO AN UNLIMITED DEPTH.

* EXCEPTS THE SURFACE AND LAND BELOW THEREOF TO A DEPTH OF 152·4 METRES.

* Title restricted to a maximum depth of 900 metres below Australian Height Datum (AHD).

NOTES

PLAN PREPARED: 30·3·95 S.R.G.

PLAN EXAMINED: [signature] 10-4-95

PLAN APPROVED [signature] 18-4-95

PAPER NO.: C 92-0246

R11072930 D101072930

D 7293

# SCHEDULE 2

## Mining Lease Conditions 2021

**(Version 1.1 as at February 2022)**

## Definitions

Words used in this mining lease have the same meaning as defined in the *Mining Act 1992* except where otherwise defined below:

| Term | Definition |
|---|---|
| **Act** | means the *Mining Act 1992.* |
| **Landholder** | for the purposes of these conditions:<br>• does not include a secondary landholder<br>• includes, in the case of exempted areas, the controlling body for the exempted area. |
| **Minister** | means the Minister administering the Act. |

**Note:**

1. The rights and duties of the lease holder(s) are those prescribed by the *Mining Act 1992* and the Mining Regulation 2016, subject to the terms and conditions of this mining lease.
2. This mining lease does not override any obligation on the lease holder(s) to comply with the requirements of other legislation and regulatory instruments which may apply (including all relevant development approvals) unless specifically provided under the *Mining Act 1992* or other legislation or regulatory instruments.

# MINING LEASE CONDITIONS

## Standard conditions

See Mining Regulation 2016, Schedule 8A, Part 2.

**NOTE TO HOLDERS:** The prescribed standard conditions in the Mining Regulation 2016, Schedule 8A, Part 2 apply in addition to the conditions in this Schedule 2 (but have not been replicated in this mining lease). The conditions imposed by the Mining Regulation 2016 prevail to the extent of any inconsistency with the conditions in this Schedule 2.

## General conditions

### 1. Notice to Landholders

(a) Within 90 days from the date of grant or renewal of this mining lease, the lease holder must give each landholder notice in writing:

(i) that this mining lease has been granted or renewed; and

(ii) whether the lease includes the surface.

The notice must include a plan identifying the lease area and each landholder and individual land parcel within the lease area.

(b) If there are ten or more landholders to which notice must be given, the lease holder will be taken to have complied with condition 1(a) if a notice complying with condition 1(a) is published in a newspaper circulating in the region where the lease area is situated.

### 2. Group Security

The lease holder is required to provide and maintain a security deposit to secure funding for the fulfilment of obligations under the mining leases covered by the group security deposit, including obligations under each mining lease that may arise in the future.

The amount to be provided and maintained as a group security deposit is **$27,334,000**.

The leases covered by the group security include:

| |
|---|
| **Consolidated Coal Lease 716 (Act 1973) (Head lease)** |
| **Mining Lease 1376 (Act 1992) (this lease)** |
| **Mining Lease 1308 (Act 1992)** |
| **Mining Lease 1539 (Act 1992)** |
| **Mining Lease 1642 (Act 1992)** |

### 3. Cooperation Agreement

The lease holder must make every reasonable attempt, and be able to demonstrate its attempts to the satisfaction of the Secretary, to enter into a cooperation agreement with the holder(s) of any overlapping authorisations issued under the *Mining Act 1992* and

petroleum titles issued under the *Petroleum (Onshore) Act 1991*. The cooperation agreement should address but not be limited to:

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

## 4. Assessable Prospecting Operations

(a) The lease holder must not carry out any assessable prospecting operation on land over which this lease has been granted unless:

(i) it is carried out in accordance with any necessary development consent; or

(ii) if development consent is not required, the prior written approval of the Minister has been obtained.

(b) The Minister may require the lease holder to provide such information as required to assist the Minister to consider an application for approval.

(c) An approval granted by the Minister under this condition may be granted subject to terms.

(d) The lease holder must comply with the approval granted to the holder under this condition.

# Special conditions

## 5. Petroleum (Mining Operations By-Product Only)

For the purposes of this lease, petroleum is limited to coal bed methane that is captured or extracted as a by-product in the course of carrying out mining activities.

## 6. Aboriginal Place or Relic

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

## Exploration Reporting

**Note:** Exploration Reports (Geological and Geophysical)

The lease holder must lodge reports in accordance with the requirements in section 163C of the *Mining Act 1992* and clauses 59, 60 and 61 of the Mining Regulation 2016 as well as any further requirements issued by the Secretary under clause 62 of the Mining Regulation 2016.

Guidelines for the structure, content and data format requirements for reports are set out in the *Exploration Reporting: A guide for reporting on exploration and prospecting in New South Wales*.