Instrument of Renewal

Section 114 of the *Mining Act 1992*

I, **Daniel Summerhayes, Acting Executive Director Assessments & Systems, NSW Resources**, 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 1539 (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.

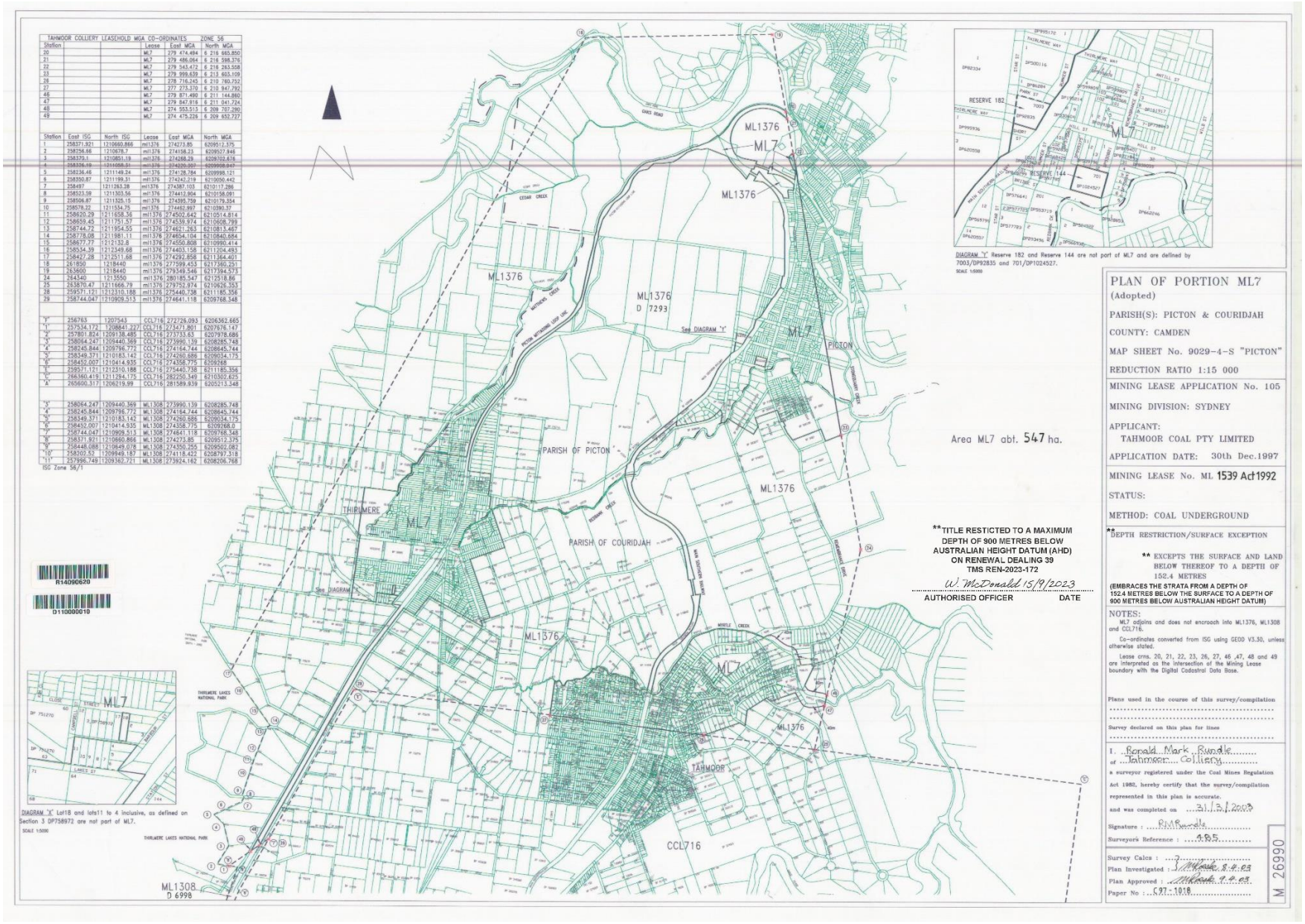
Signed this 18th day of July 2025

Daniel Summerhayes
Acting Executive Director Assessments & Systems
NSW Resources
Department of Primary Industries and Regional Development
As delegate for the Minister administering the *Mining Act 1992*
Delegation dated: 28 February 2023

SCHEDULE 1

Description of Lease

Mining lease:	**1539 (Act 1992)**
Renewal date:	**18 July 2025**
Effective date:	**18 July 2025**
Term ending (expiry date):	**16 June 2035**
Lease Holder(s):	**Tahmoor Coal Pty Ltd,** **ACN 076 663 968**
Land:	The lease area includes all land described in the attached lease plan titled **M26990** and approved on **15 September 2023**.
Area:	**547 hectares**
Surface Exception / Depth Restriction:	**See plan**
Mineral(s):	**Coal**
Method:	**Underground**


TAHMOOR COLLIERY LEASEHOLD MGA CO-ORDINATES ZONE 56
Station | | | Lease | East MGA | North MGA
20 ML7 279 474.494 6 216 685.850
21 ML7 279 486.064 6 216 598.376
22 ML7 279 543.472 6 216 263.508
33 ML7 279 999.639 6 213 603.109
26 ML7 278 716.245 6 210 760.732
27 ML7 277 273.370 6 210 847.792
46 ML7 279 871.490 6 211 144.860
47 ML7 279 847.916 6 211 041.724
48 ML7 274 553.515 6 209 707.280
49 ML7 274 475.226 6 209 652.727
Station | East ISG | North ISG | Lease | East MGA | North MGA
1 258371.921 1210660.866 ml1376 274273.85 6209512.575
2 258258.66 1210678.7 ml1376 274158.23 6209527.946
3 258370.1 1210851.19 ml1376 274268.29 6209702.876
4 258326.19 1210958.34 ml1376 274220.007 6209808.947
5 258236.46 1211149.24 ml1376 274128.784 6209998.121
6 258350.87 1211199.31 ml1376 274242.219 6210050.442
7 258497 1211263.28 ml1376 274387.103 6210117.286
8 258523.59 1211303.56 ml1376 274412.904 6210158.087
9 258506.87 1211525.15 ml1376 274395.759 6210379.354
10 258578.22 1211534.75 ml1376 274462.997 6210390.37
11 258620.29 1211658.36 ml1376 274502.642 6210514.814
12 258659.45 1211751.57 ml1376 274539.974 6210608.799
13 258744.72 1211954.55 ml1376 274621.263 6210813.467
14 258778.08 1211981.11 ml1376 274654.104 6210840.684
15 258677.77 1212132.8 ml1376 274550.868 6210990.411
16 258534.39 1212349.68 ml1376 274403.158 6211204.493
17 258427.28 1212511.68 ml1376 274292.856 6211364.401
18 261850 1218440 ml1376 277599.453 6217260.251
19 263600 1218440 ml1376 279349.546 6217394.573
24 264340 1213550 ml1376 280185.547 6212518.86
25 263870.47 1211666.79 ml1376 279752.974 6210626.353
28 259571.121 1212310.188 ml1376 275440.738 6211185.356
29 258744.047 1210909.513 ml1376 274641.118 6209768.348
ISG Zone 56/1
"F" 256763 1207543 CCL716 272726.093 6206302.665
"1" 257534.172 1208641.227 CCL716 273471.801 6207676.147
"2" 257801.824 1209138.485 CCL716 273753.63 6207978.686
"3" 258064.247 1209440.369 CCL716 273990.139 6208285.748
"4" 258245.844 1209786.772 CCL716 274164.744 6208645.744
"5" 258349.371 1210183.142 CCL716 274260.686 6209034.175
"6" 258452.007 1210414.935 CCL716 274358.775 6209268
"7" 258571.121 1212310.188 CCL716 275440.738 6211185.356
"C" 266360.419 1211294.175 CCL716 282250.349 6210302.625
"A" 265600.317 1206219.99 CCL716 281589.939 6205213.348
"3" 258064.247 1209440.369 ML1308 273990.139 6208285.748
"4" 258245.844 1209786.772 ML1308 274164.744 6208645.744
"5" 258349.371 1210183.142 ML1308 274260.686 6209034.175
"6" 258452.007 1210414.935 ML1308 274358.775 6209268.0
"7" 258744.047 1210909.513 ML1308 274641.118 6209768.348
"8" 258371.921 1210660.866 ML1308 274273.85 6209512.375
"9" 258448.088 1210649.078 ML1308 274350.255 6209502.082
"10" 258202.52 1209949.187 ML1308 274118.422 6208797.318
"11" 257996.749 1209362.721 ML1308 273924.162 6208206.768
ML1376
ML7
ML1376 D 7293
ML1376
ML7
ML1376
ML7
ML1376
ML7
ML1376
ML1376
CCL716
ML1308 D 6998
PARISH OF PICTON
PARISH OF COURIDJAH
THIRLMERE
TAHMOOR
PICTON
CEDAR CREEK
MATHEWS CREEK
REDMAN CREEK
MYRTLE CREEK
See DIAGRAM "X"
See DIAGRAM "Y"
THIRLMERE LAKES NATIONAL PARK
RESERVE 182
RESERVE 144
DIAGRAM "X" Lot18 and lots11 to 4 inclusive, as defined on Section 3 DP758972 are not part of ML7.
SCALE 1:5000
DIAGRAM "Y" Reserve 182 and Reserve 144 are not part of ML7 and are defined by 7003/DP92835 and 701/DP1024527.
SCALE 1:5000
Area ML7 abt. 547 ha.
**TITLE RESTICTED TO A MAXIMUM DEPTH OF 900 METRES BELOW AUSTRALIAN HEIGHT DATUM (AHD) ON RENEWAL DEALING 39 TMS REN-2023-172
W. McDonald 15/9/2023
AUTHORISED OFFICER DATE
R14090620
D110000010
PLAN OF PORTION ML7
(Adopted)
PARISH(S): PICTON & COURIDJAH
COUNTY: CAMDEN
MAP SHEET No. 9029-4-S "PICTON"
REDUCTION RATIO 1:15 000
MINING LEASE APPLICATION No. 105
MINING DIVISION: SYDNEY
APPLICANT:
TAHMOOR COAL PTY LIMITED
APPLICATION DATE: 30th Dec.1997
MINING LEASE No. ML 1539 Act1992
STATUS:
METHOD: COAL UNDERGROUND
**DEPTH RESTRICTION/SURFACE EXCEPTION
** EXCEPTS THE SURFACE AND LAND BELOW THEREOF TO A DEPTH OF 152.4 METRES
(EMBRACES THE STRATA FROM A DEPTH OF 152.4 METRES BELOW THE SURFACE TO A DEPTH OF 900 METRES BELOW AUSTRALIAN HEIGHT DATUM)
NOTES:
ML7 adjoins and does not encroach into ML1376, ML1308 and CCL716.
Co-ordinates converted from ISG using GEOD V3.30, unless otherwise stated.
Lease crns. 20, 21, 22, 23, 26, 27, 46 ,47, 48 and 49 are interpreted as the intersection of the Mining Lease boundary with the Digital Cadastral Data Base.
Plans used in the course of this survey/compilation
Survey declared on this plan for lines
I, Ronald Mark Rundle
of Tahmoor Colliery
a surveyor registered under the Coal Mines Regulation Act 1982, hereby certify that the survey/compilation represented in this plan is accurate,
and was completed on 31/3/2003
Signature : RMRundle
Surveyor's Reference : 485
Survey Calcs : 7
Plan Investigated : 8.4.03
Plan Approved : 9.4.03
Paper No : C97-1918
M 26990

SCHEDULE 2

Mining Lease Conditions 2021

(Version 1.3 as at October 2023)

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: • does not include a secondary landholder • 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) The lease holder must cause written notice of the grant or renewal of this mining lease to be provided to each landholder of land over which the mining lease was granted or renewed in accordance with paragraph (b).

(b) If there are –

i. less than 10 landholders of the land over which the lease was granted or renewed – the notice must be provided to each landholder,

ii. 10 or more landholders of the land over which the lease was granted or renewed – the notice may be provided to each landholder or published in a newspaper circulating in the area where the mining lease is situated.

(c) The notice must be provided –

i. for notice of the grant of the mining lease – not later than 90 days after the date on which the mining lease was granted,

ii. for notice of the renewal of the mining lease – not later than 90 days after the date on which the renewal of the mining lease takes effect.

(d) The notice must include the following –

i. a statement that the mining lease has been granted or renewed (as relevant),

ii. confirmation as to whether the mining lease includes the surface of the land,

iii. a plan which identifies –

1. the area of the land subject to the mining lease, and

2. geographical and other features (such as roads, rivers, railways, towns, suburbs, or localities) that are sufficient to identify the area of the State within which the mining lease 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 **$29,850,000**

The leases covered by the group security include:

Consolidated Coal Lease 716 (Act 1973) (Head lease)
Mining Lease 1308 (Act 1992)
Mining Lease 1376 (Act 1992)
Mining Lease 1539 (Act 1992) (This Lease)
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. 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.*