Instrument of Variation

Mining Lease 1642 (1992)

I, **JAMIE TRIPODI, Executive Director Assessments & Systems**, Mining Exploration and Geoscience in the Department of Regional NSW, with the delegated authority of the Minister under section 261B and clause 12 of Schedule 1B of the *Mining Act 1992* (the Act), **vary** the conditions of mining lease **ML 1642 (1992)** as described in Schedule A.

The conditions of **ML 1642 (1992)**, as varied, are set out in Schedule B.

The variation takes effect on 17 October 2022.

JAMIE TRIPODI
Executive Director Assessments & Systems
As delegate for the Minister administering the *Mining Act 1992*
Delegation date: 14 May 2018

Dated: 23 August 2022

Schedule A

Condition		Variation	New Condition
	Definitions	Definitions of 'Department', 'Environment' 'Environmental incident notifications and reports' and 'Harm to the environment' omitted as no longer used.	N/A
1	Notice to Landholders	Wording amended to modernise the condition	1. Notice to Landholders – see Schedule B
2	Environmental Harm	Condition omitted	N/A
3	Mining Operations Plan	Condition omitted	N/A
4	Environment Management Reporting	Condition omitted	N/A
5	Environment Management Reporting	Condition omitted	N/A
6	Environment Management Reporting	Condition omitted	N/A
7	Rehabilitation	Condition omitted	N/A
10	Control of Operations	Condition omitted	N/A
15	Blasting	Condition omitted	N/A
16	Safety	Condition omitted	N/A
17	Exploratory Drilling	Condition omitted	N/A
18	Prevention of Soil Erosion and Pollution	Condition omitted	N/A
19	Transmission lines, Communication lines and Pipelines	Condition omitted	N/A
20	Fences, Gates	Condition omitted	N/A
21	Roads and Tracks	Condition omitted	N/A
22	Roads and Tracks	Condition omitted	N/A
23	Trees and Timber	Condition omitted	N/A
26	Indemnity	Condition omitted	N/A
28	Single Security (extended)	Condition amended to modernise the wording. Condition has been re-numbered due to omission of other conditions.	2. Group Security– see Schedule B
31	Cooperation Agreement	Condition amended to modernise the wording. Condition has been re-numbered due to omission of other conditions.	3. Cooperation Agreement – see Schedule B
SPECIAL CONDITIONS			

Nil

Schedule B

Mining Lease For Ancillary Mining Activities Conditions

(Version 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: • 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 FOR ANCILLARY MINING ACTIVITIES 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 security deposit to be provided and maintained for this mining lease is part of a group security deposit.

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 of the security deposit to be provided as a group security deposit has been assessed at **$27,334,000**.

The leases covered by the group security include this **ML 1642 (1992)** and:

Lease type	Lease Number	Act Year
CCL	**716**	**1973**
ML	**1308**	**1992**
ML	**1376**	**1992**
ML	**1539**	**1992**

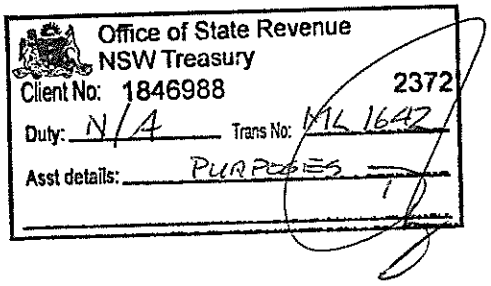
3. Cooperation Agreement

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.

Special conditions

Nil



MINING LEASE

MINING ACT 1992

NO 1642

DATED 27 August 2010

THE MINISTER FOR MINERAL AND FOREST RESOURCES

OF THE STATE

OF NEW SOUTH WALES

TO

TAHMOOR COAL PTY LTD
(ACN 076 663 968)

Mining Lease Application No 89

MINING ACT 1992

MINING LEASE
(PURPOSES)

THIS DEED made the Twenty Seventh day of Two thousand and Ten in pursuance of the provisions of the Mining Act 1992 (hereinafter called "the Act") BETWEEN, **PAUL MCLEAY, MP, MINISTER FOR MINERAL AND FOREST 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 **TAHMOOR COAL PTY LTD (ACN 076 663 968)** (which with its successors and transferees is hereinafter called "the lease holder") **c/- Xstrata Coal Australia Pty Limited, Level 38, 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, 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 **206.38 hectares** as shown on Plan No **M27087** more particularly described and delineated in the plan attached for the purpose of:-

(1) the construction, maintenance or use (in or in connection with mining operations) of:

(i) any building or mining plant, or

(ii) any road, or

(iii) any reservoir, dam, drain or water race, or

(iv) any cable, conveyor, pipeline, telephone line or signalling system,

(2) the stockpiling or depositing of overburden, ore or tailings

(3) the storage of fuel, machinery, timber or equipment for use in or in connection with mining operations,

(4) the generation and transmission of electricity for use in or in connection with mining operations,

(5) the construction, maintenance and use (in or in connection with mining operations) of any drillhole or shaft for:

(i) drainage of gas, or

(ii) drainage or conveyance of water, or

(iii) ventilation, or

(iv) conveyance of electricity, or

(v) conveyance of materials, or

(vi) communications, or

(vii) emergency access to underground workings.

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 period 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 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.

3. THAT the conditions and provisions set forth in the Schedule of Mining Lease Conditions 2008 herein and numbered: **1 to 7 (inclusive), 10, 15 to 23 (inclusive), 26, 28 and 31** 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 - 7 inclusive and 17 – 23 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 Sections 79 and 239 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 and Safety Act 2004 and the Coal Mine Health and Safety Act 2002 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

TAHMOOR COAL PTY LTD
(ACN 076 663 968)

.....

in the presence of

.....
Witness

SIGNED AND DELIVERED
BY

Under delegation from the Minister

.....

in the presence of

.....
Witness

MINING LEASE CONDITIONS 2008

1. Notice to Landholders

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.

2. Environmental Harm

The leaseholder 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.

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 of the Department of Primary Industries.

(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 on site 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

vi) 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* or the *Occupational Health and Safety Act 2000*; and

ii) the Director-General had been notified in writing of the terms of the order or direction prior to the operations constituting the breach being carried out.

(e) A MOP ceases to have affect 7 years after date of approval or other such period as identified by the Director-General. An approved amendment to the MOP under condition 5 does not constitute an approval for the purpose of this paragraph unless otherwise identified by the Director-General.

4. Environment Management Reporting

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:

a) report against compliance with the MOP;

b) report on progress in respect of rehabilitation completion criteria;

c) report on the extent of compliance with regulatory requirements; and

d) 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.

7. Rehabilitation

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

10. Control of Operations

(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.

15. 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 and Climate Change.

(b) Blast Overpressure

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

16. 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 filled in or otherwise rendered safe to a standard acceptable to the Director-General.

17. Exploratory Drilling

(a) At least twenty eight days prior to commencement of drilling operations the lease holder must notify the relevant Department of Water and Energy Regional Hydrologist of the intention to drill exploratory drill holes together with information on the location of the proposed holes.

(b) If the lease holder drills exploratory drill holes he must satisfy the Director-General that:-

(i) all cored holes are accurately surveyed and permanently marked in accordance with Departmental guidelines so that their location can be easily established;

(ii) all holes cored or otherwise are sealed to prevent the collapse of the surrounding surface;

(iii) all drill holes are permanently sealed with cement plugs to prevent surface discharge of groundwaters;

(iv) if any drill hole meets natural or noxious gases it is plugged or sealed to prevent their escape;

(v) if any drill hole meets an artesian or sub-artesian flow it is effectively sealed to prevent contamination of aquifers.

(vi) 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.

(vii) once any drill hole ceases to be used the land and its immediate vicinity is left in a clean, tidy and stable condition.

18. Prevention of Soil Erosion and Pollution

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.

19. 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 he may stipulate.

20. Fences, Gates

(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.

21. Roads and Tracks

(a) Operations must not affect any road unless in accordance with an accepted Mining Operations Plan or with the prior written approval of the Director-General and subject to any conditions he may stipulate.

(b) The lease holder must pay to the designated authority in control of the road (generally the local council or the Roads and Traffic Authority) the cost incurred in fixing any damage to roads caused by operations carried out under the lease, less any amount paid or payable from the Mine Subsidence Compensation Fund.

22. Access tracks must be kept to a minimum and be positioned so that they do not cause any unnecessary damage to the land. Temporary access tracks must be ripped, topsoiled and revegetated as soon as possible after they are no longer required for mining operations. The design and construction of access tracks must be in accordance with specifications fixed by the Department of Environment and Climate Change.

23. Trees and Timber

(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.

26. 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.

28. Single Security (extended)

(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 **Consolidated Coal Lease No 716 (Act 1973), Mining Lease No 1308 (Act 1992), Mining Lease No 1376 (Act 1992) and Mining Lease 1539 (Act 1992)** 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.

31. 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 petroleum 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.

NSW GOVERNMENT | Industry & Investment

Reference: 97/1012

Ian Shepherd
Manager – Environment and Community
Tahmoor Coal Pty Ltd
PO Box 100
TAHMOOR NSW 2573

Dear Sir

MINING LEASE APPLICATION NO 89

The Minister on 27 August 2010 granted Mining Lease No 1642 (Act 1992) in satisfaction of this application. This authority expires on 27 August 2031. 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.
- The definition of 'land' and 'landholder' is described in the dictionary of the *Mining Act 1992.*
- Before operations commence you must also negotiate an agreement regarding compensation with any affected landholder or have compensation assessed by the Land and Environment Court.
- Notification of the grant of the lease must be served on each affected landholder not later than 3 months from the date of grant.

Authorisation 206 (Act 1973) has now ceased to exist over the land of this mining lease.

In regard to Condition 31 (Cooperation Agreement) -- the TASMAP system located on the Departmental website http://www.dpi.nsw.gov.au/minerals/titles/online-services/tasmap will be of assistance in determining the presence of overlapping petroleum titles.

For further information, please contact the undersigned on (02) 4931 6578.

Yours faithfully,

Jeff Inman
Coal & Petroleum Titles
23 December 2010

PLAN OF PORTION ML 8

PARISH: BARGO & COURIDJAH

COUNTY: CAMDEN

MAP SHEET No. 9029-3-N & 4 -S

Reduction Ratio A1- 1:5000

DENOTES PARISH BOUNDARY

MINING LEASE APPLICATION No. 89

MINING DIVISION:

APPLICANT: TAHMOOR COAL PTY LTD

APPLICATION DATE: 21/07/1997

MINING LEASE No. 1642 (Act 1992)

STATUS:

METHOD: MINING PURPOSES

SURFACE EXCEPTION / DEPTH RESTRICTION

COMPRISES THE SURFACE & LAND BELOW THEREOF TO A DEPTH OF 15.24M

COMPRISES THE SURFACE & LAND BELOW THEREOF TO A DEPTH OF 152.4M

NOTES:

PLANS USED FOR SURVEY

DP 240715, C1924 2041
C4036 2041, DP 645314
DP 1054184, DP 234743
DP 120968, DP 751270
DP 751250, DP 777104
DP 725680, FP 192361
C3796 2041

Azimuth: PM 46933 - PM 60501
PM 46940 - PM 46942 (LOT 441 DP 751270)

Plans used in the course of this survey
SEE TABLE

Survey declared on this plan for all lines

AMENDMENTS TO THE PLAN ON 29/8/2008
REVISED ML8 POSITION AROUND LEASE
DEALING No 6866199N

R17009096

D110094780

I, BRUCE ERNEST SMITH
of CRAVEN ELLISTON & HAYES (DAPTO) PTY LTD
a surveyor registered under the Surveying Act 2002,
hereby certify that the survey/compilation represented
in this plan is accurate and has been completed in
accordance with the Surveying Regulation 2006 and
the Surveyor General's Direction for Mining Survey
and was completed on 20/4/2007

Signature : B E Smith

Surveyors Reference : D17/0407

Survey Calcs : P. Gorrel

Plan Investigated : 10.11.08

Plan Approved : 19-11-08

Paper No : C97 - 1012

MZ7087

N

M.G.A

LIST OF M.G.A GROUND COORDINATES

Point	Easting	Northing
27	278150.37	6208017.38
28	278165.73	6208012.52
29	278190.77	6208013.75
30	278212.08	6208013.98
31	278219.06	6208021.78
32	278230.16	6208028.19
33	278228.23	6208040.20
34	278231.46	6208044.45
35	278266.36	6208059.70
36	278298.15	6208068.27
37	278311.82	6208076.75
38	278361.92	6208076.57
39	278378.50	6208073.29
40	278412.52	6208069.51

PARISH OF COURIDJAH

LEASE BOUNDARY DEFINED BY SOUTH BANK OF BARGO RIVER

PARISH OF BARGO

BARGO

RIVER

UNIDENTIFIED

ROCKFORD

ROAD

CHARLES POINT ROAD (20.115 WIDE)

REMEMBERANCE DRIVE (VAR WIDTH)

SOUTHERN MAIN RAILWAY

TO TAHMOOR

TO BARGO

PT COORDS 27 - 40

PT COORDS 22 - 26

PM - 46933 FD

PM 60501 - PM 33058 3°32'49" 353.675

PT. POR 201

RESERVED FOR CLASSIFICATION NOTIFIED 29/3/1934

RM SSM 92424 FD 139°45' 1.935 (DP 240715)

DWELLING 161 D.P. 1054184

RM GIP FD 109°19'50" 0.61 (DP 240715)

RM GIP FD 106°17'50" 0.61 (DP 240715)

RM GIP FD 103°27'50" 0.61 (DP 240715)

RM GIP FD 101°23'50" 0.61 (DP 240715)

RM GIP FD 96°14'50" 0.61 (DP 240715)

RM GIP FD 89°13'50" 0.61 (DP 240715)

RM DHW 175°43'05" 5.445

RM GIP FD 176°14'15" 0.62 (DP 240715)

PM 33058 77°30'20" 11.175

RM TREE GONE (C3654 2041)

RM GIP FD 144°19'24" 8.215 (DP 645314)

RM GIN IN REF TREE FD 67°15' 8.92 BY ME & DP 645314

PM - 60501 FD 20°43'05" 106.987 TO T.P.

PROPOSED EASEMENT FOR TRANSMISSION LINE (DP 645314)

RESERVED ROAD 20.115 WIDE

ROAD 20.115 WIDE

LEASE 6866199N

Pt. ML 8 (14.69ha)

Pt. ML 8 (49.49ha)

Pt. ML 8 (139.7ha)

ML 8 TOTAL 206.38ha

D.P. 120968

D.P. 1054184

D.P. 654711

D.P. 787222

233 234 235 236 237 238 248

162

PM - 46940 FD

PM 46940 - PM 46941 308°19'43" 266.104 SURV 266.092 MGA GND

PM 46940 - PM 46942 129°02'14" 568.75 SURV 568.735 MGA GND

PM - 46941 FD

105 D.P. 751270

RM REF TREE FD 89°55'05" 9.885 (C3887 2041)

RM TREE FD 89°09'05" 8.99 (C3887 2041)

Pt. ML 8 (2.561ha)

SHED

DWELLING

GIN TOP POST FD 84°58' 0.27 TO CNR

PM - 46942 FD 277°37' 7.6 TO CNR

GIN IN POST FD

RM GIP FD 70°07' 0.505 (C3887 2041)

D.P. 751270

D.P. 777104

441 454 455 453

REF TREE GONE POST ADOPTED

RM'S GONE (C4036 2041)

REF TREE FD 257°31' 10.56 (C4036 2041)

RM GIP FD 354°38' 0.46 (C4036 2041)

RM GIP FD 329°52'25" 0.49 (C4036 2041)

RM GIP FD 273°46'55" 0.696 BY ME (C4036 2041)

PEG & TREE FD 151°53'50" 22.25 (C4036 2041)

PT 230

PT POR 34

DENOTES PARISH BOUNDARY

LIST OF M.G.A GROUND COORDINATES

POINT	EASTING	NORTHING
41	279269.73	6208128.26
42	279522.49	6208219.72
43	279614.08	6208142.54
44	279536.22	6208124.45
45	279494.12	6208108.58
46	279393.15	6208061.98
47	279357.72	6208083.53
48	279316.12	6208097.88
49	279272.40	6208102.80

LIST OF M.G.A GROUND COORDINATES

Point	Easting	Northing
22	276717.20	6206702.38
23	276765.50	6206689.46
24	276809.09	6206664.96
25	276845.24	6206630.42
26	276871.69	6206587.99

SCHEDULE OF SURVEY MARKS AS AT 26TH APRIL 2007

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
PM 46942	279268.096	6208009.347	56	B	U
PM 46940	278826.268	6208367.606	56	B	U
PM 46941	279035.046	6208202.564	56	B	U
PM 60501	277431.250	6207334.656	56	B	2
PM 46933	276951.531	6208020.641	56	B	U
PM 33058	277453.079	6207687.724	56	B	2
SSM 92424	276918.525	6207767.158	56	BY SURVEY	

SOURCE S.C.I.M.S
COMBINED SCALE FACTOR 1.000159

SCHEDULE OF CURVED LINES

Curve	Radius	Arc Length	Chord Bearing	Chord Distance
1	382.22	149.598	206°49'56"	148.645
2	422.45	165.348	206°49'56"	164.295
3	382.22	221.809	32°14'36"	218.71
4	422.53	245.148	32°14'36"	241.724
5	382.22	239.528	210°55'06"	235.628
6	422.45	264.743	210°55'06"	260.432

SCHEDULE OF SHORT LINES

Line	Bearing	Distance	Line	Bearing	Distance
7	97°47'35"	75.994	22	69°20'50"	45
8	104°58'26"	50	23	187°47'54"	(13.46)
9	119°20'07"	50	24	287°31'44"	16.11
10	133°41'48"	50	25	267°11'35"	25.071
11	148°03'30"	50	26	269°23'15"	21.315
12	162°25'41"	60.427	27	221°49'05"	10.465
13	176°25'15"	39.796	28	239°59'53"	12.817
14	190°46'56"	50	29	170°52'02"	12.164
15	205°08'37"	50	30	217°15'14"	5.338
16	38°16'59"	50	31	246°23'50"	38.085
17	50°42'04"	50	32	254°54'03"	32.93
18	61°31'16"	64.702	33	238°11'37"	16.08
19	96°25'25"	44	34	270°12'14"	50.1
20	109°02'04"	44	35	281°10'30"	16.9
21	121°18'02"	41.47	36	276°20'34"	34.228
			37	176°25'15"	10.204

PLANS USED FOR SURVEY

DP 240715, C1924 2041
C4036 2041, DP 645314
DP 1054184, DP 234743
DP 120968, DP 751270
DP 751250, DP 777104
DP 725680, FP 192361
C3796 2041

AMENDMENTS TO THE PLAN ON 29/8/2008
REVISED ML8 POSITION AROUND LEASE DEALING No 6866199N

PLAN OF PORTION ML 8

PARISH: BARGO & COURIDJAH

COUNTY: CAMDEN

MAP SHEET No. 9029-3-N & 4 -S

REDUCTION RATIO A0 - 1:5000

MINING LEASE APPLICATION No. 89

MINING DIVISION:

APPLICANT: TAHMOOR COAL PTY LTD

APPLICATION DATE: 21/07/1997

MINING LEASE No.

STATUS:

METHOD: MINING PURPOSES

SURFACE EXCEPTION / DEPTH RESTRICTION

COMPRISES THE SURFACE & LAND BELOW THEREOF TO A DEPTH OF 15.24M

COMPRISES THE SURFACE & LAND BELOW THEREOF TO A DEPTH OF 152.4M

NOTES:

Azimuth: PM 46933 - PM 60501
PM 46940 - PM 46942 (LOT 441 DP 751270)

Plans used in the course of this survey
SEE TABLE

Survey declared on this plan for all lines

I, BRUCE ERNEST SMITH
of CRAVEN ELLISTON & HAYES (DAPTO) PTY LTD
a surveyor registered under the Surveying Act 2002, hereby certify that the survey/compilation represented in this plan is accurate and has been completed in accordance with the Surveying Regulation 2006 and the Surveyor General's Direction for Mining Surveys and was completed on 20/4/2007

Signature :

Surveyofs Reference : D17/0407

Survey Calcs :.....
Plan Investigated :.....
Plan Approved :.....
Paper No : C97 - 1012

M27087