

Office of State Revenue NSW Treasury	
Client No. 1846988	2872
Duty: N/A	Trans No. 161573
Asst details: COAL	TD

MINING LEASE  
MINING ACT 1992

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NO 1573

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DATED 8 February 2006

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THE MINISTER FOR MINERAL  
RESOURCES

OF THE STATE

OF NEW SOUTH WALES

TO

**Wilpinjong Coal Pty Ltd**  
**A.C.N. 104 594 694**

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**MINING ACT 1992**

**MINING LEASE**

THIS DEED made the 8<sup>th</sup> day of February  
Two thousand and Six 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 **Wilpinjong Coal Pty Ltd A.C.N. 104 594 694** (which with its successors  
and transferees is hereinafter called "the lease holder") of **Level 9, 1 York St 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 2863 hectares as shown on Plan No. M27056, 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 period of 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, 4 – 10 (inclusive), 12, 15, 16, 17, 18, 20, 23 – 31 (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. 4, 15 – 20 (inclusive) and 26 – 31 (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.

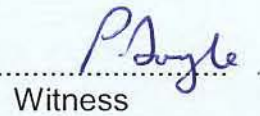
IN WITNESS WHEREOF the parties hereto have executed this Deed the day and year first abovewritten.

SIGNED AND DELIVERED  
BY

**Wilpinjong Coal Pty Ltd**  
**A.C.N. 104 594 694**

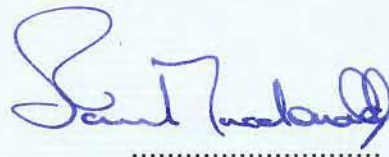


in the presence of

  
Witness

SIGNED AND DELIVERED  
BY

in the presence of

  
Witness

## **MINING LEASE CONDITIONS 2004**

### **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.

### **Subsidence Management**

4. (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 *Guideline for Applications for Subsidence Management Approvals*.
- (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 Mines Regulation Act 1982*, or the document *New Subsidence Management Plan Approval Process – Transitional Provisions*.
- (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**

### **Working Requirement**

5. The lease holder must:
- (a) ensure that at least **114** competent people are efficiently employed on the lease area on each week day except Saturday 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 **\$1,995,000** 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**

6. (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**

7. 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**

- 8. (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**

- 9. (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**

- 10. 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.

### **Safety**

- 12. 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**

- 15. (1) At least twenty eight days prior to commencement of drilling operations the lease holder must notify the relevant Department of Planning 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**

16. 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**

17. 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**

18. (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**

20. 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 Planning.

### **Resource Recovery**

23. (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**

24. 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.

### **Security**

25. (a) A security in the sum of **\$3,560,000** must be given and maintained with the Minister by the lease holder for the purpose of ensuring the fulfilment by the lease holder of obligations under this lease. If the lease holder fails to fulfil any one or more of such obligations the said sum 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 this 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.

- (b) The lease holder must provide the security required by sub-clause (a) in one of the following forms:
- (i) cash,
  - (ii) a security certificate in a form approved by the Minister and issued by an authorised deposit-taking institution.

## **Environmental Management Conditions**

### **Environmental Harm**

26. 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**

27. (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 DG 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 of the terms of the order or direction prior to the operations constituting the breach being carried out.

Note: The Director-General is deemed to be notified of the terms of an order or direction if the order or Direction was issued by the Department or a copy of the order or direction has been faxed to 02 4931 6790.

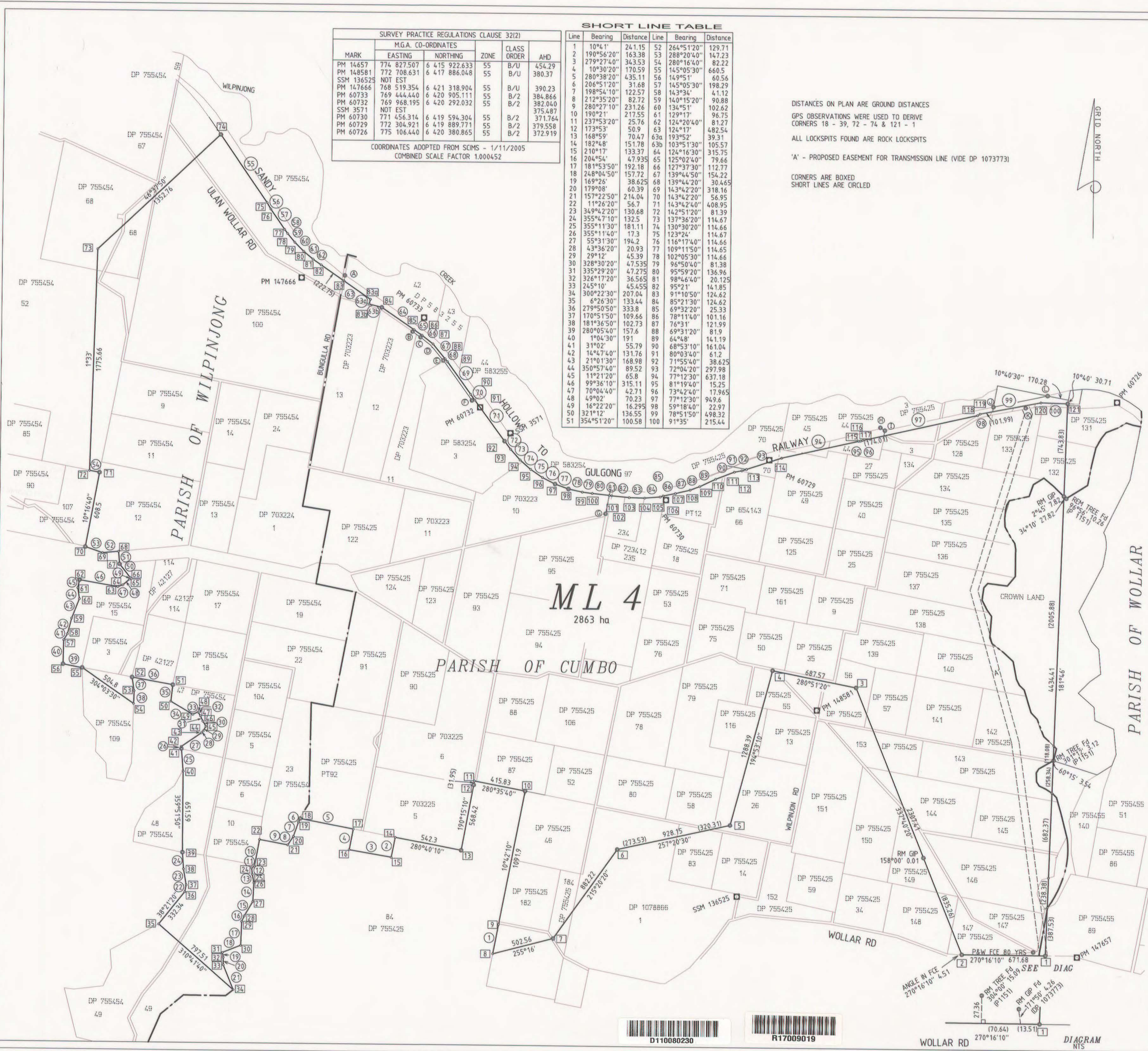
- (e) A MOP ceases to have effect 7 years after date of approval or other such period as identified by the D-G. An approved amendment to the MOP under condition 29 does not constitute an approval for the purpose of this paragraph unless otherwise identified by the DG.

**Annual Environment Management Reporting**

28. The lease holder must lodge Environmental Management Reports (EMR) with the Director-General annually or at dates otherwise directed by the DG.
29. 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;
30. 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**

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



SURVEY PRACTICE REGULATIONS CLAUSE 32(2)

MARK	M.G.A. CO-ORDINATES		ZONE	CLASS ORDER	AHD
	EASTING	NORTHING			
PM 14657	774 827.507	6 415 922.633	55	B/U	454.29
PM 148581	772 708.631	6 417 886.048	55	B/U	380.37
SSM 136525	NOT EST				
PM 147666	768 519.354	6 421 318.904	55	B/U	390.23
PM 60733	769 444.440	6 420 905.111	55	B/2	384.866
PM 60732	769 968.195	6 420 292.032	55	B/2	382.040
SSM 3571	NOT EST				
PM 60730	771 456.314	6 419 594.304	55	B/2	375.487
PM 60729	772 304.921	6 419 889.771	55	B/2	371.164
PM 60726	775 106.440	6 420 380.865	55	B/2	372.919

COORDINATES ADOPTED FROM SCMS - 1/11/2005  
COMBINED SCALE FACTOR 1.000452

SHORT LINE TABLE

Line	Bearing	Distance	Line	Bearing	Distance
1	10°41'	241.15	52	264°51'20"	129.71
2	190°56'20"	163.38	53	288°20'40"	147.23
3	279°27'40"	343.53	54	280°16'40"	82.22
4	10°30'20"	170.59	55	145°05'30"	660.5
5	280°38'20"	435.11	56	149°51'	60.56
6	206°51'20"	31.68	57	145°05'30"	198.29
7	198°54'10"	122.57	58	143°34'	4.12
8	212°35'20"	82.72	59	140°15'20"	90.88
9	280°27'10"	231.26	60	134°51'	102.62
10	190°21'	217.55	61	129°17'	96.75
11	237°53'20"	25.76	62	124°20'40"	81.27
12	173°53'	50.9	63	124°17'	482.54
13	168°59'	70.47	63a	133°54'	39.31
14	182°48'	151.78	63b	103°51'30"	105.57
15	210°17'	133.37	64	124°16'30"	315.75
16	204°54'	47.935	65	125°02'40"	79.66
17	181°53'50"	192.18	66	127°37'30"	112.77
18	248°04'50"	157.72	67	139°44'50"	154.22
19	169°26'	38.625	68	139°44'20"	30.465
20	179°08'	60.39	69	143°42'20"	318.16
21	157°22'50"	214.04	70	143°42'20"	56.95
22	11°26'20"	56.7	71	143°42'40"	408.95
23	349°42'20"	130.68	72	142°51'20"	81.39
24	355°47'10"	132.5	73	137°36'20"	114.67
25	355°11'30"	181.11	74	130°30'20"	114.66
26	355°11'40"	17.3	75	123°24'	114.67
27	55°31'30"	194.2	76	116°17'40"	114.66
28	43°36'20"	20.93	77	109°11'50"	114.65
29	29°12'	45.39	78	102°05'30"	114.66
30	328°30'20"	47.535	79	96°50'40"	81.38
31	335°29'20"	47.275	80	95°59'20"	136.96
32	326°17'20"	36.565	81	98°46'40"	20.125
33	245°10'	45.455	82	95°21'	141.85
34	300°22'30"	207.64	83	91°10'50"	124.62
35	6°24'30"	133.44	84	85°21'30"	124.62
36	279°50'50"	333.8	85	69°32'20"	25.33
37	170°51'50"	109.66	86	78°11'40"	101.16
38	181°36'50"	102.73	87	76°31'	121.99
39	280°54'40"	157.6	88	69°31'20"	81.9
40	1°04'30"	191	89	64°48'	141.19
41	31°02'	55.79	90	68°53'10"	161.04
42	14°47'40"	131.76	91	80°03'40"	61.2
43	21°01'30"	168.98	92	71°55'40"	38.625
44	350°57'40"	89.52	93	72°04'20"	297.98
45	11°21'20"	65.8	94	77°12'30"	637.18
46	99°36'10"	315.11	95	81°19'40"	15.25
47	70°04'40"	42.71	96	73°42'40"	17.965
48	49°02'	70.23	97	77°12'30"	94.96
49	16°22'20"	18.295	98	59°18'40"	22.97
50	32°11'2"	136.55	99	78°51'50"	498.32
51	354°51'20"	100.58	100	91°35'	215.44

DISTANCES ON PLAN ARE GROUND DISTANCES  
GPS OBSERVATIONS WERE USED TO DERIVE  
CORNERS 18 - 39, 72 - 74 & 121 - 1  
ALL LOCKSPITS FOUND ARE ROCK LOCKSPITS  
'A' - PROPOSED EASEMENT FOR TRANSMISSION LINE (VIDE DP 1073773)  
CORNERS ARE BOXED  
SHORT LINES ARE CIRCLED

**PLAN OF PORTION ML4**

PARISH(S) - WILPINJONG, CUMBO & WOLLAR  
COUNTY- PHILLIP  
MAP SHEET NO- 8833-2-N

REDUCTION RATIO 1.15000

MINING LEASE APPLICATION No. 259  
MINING DIVISION- ORANGE  
APPLICANT- WILPINJONG COAL PTY LIMITED.  
APPLICATION DATE 28/01/2005

MINING LEASE NO. ML 1573 (Act '92)  
STATUS  
METHOD OPEN CUT

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

NOTES SHEET 1 OF 2

AZIMUTH PM 148581 - PM 60729  
PLANS USED IN THE COURSE OF THIS SURVEY.  
P158-1524 P564-1524 P2067-2125 P2703-2125 M19268 DP1084188  
P204-2125 P904-2125 P2249-2125 P2707-2125 DP42127 DP1087053  
P316-2125 P955-2125 P2283-2125 P2730-3090 DP122990 DP190549  
P317-2125 P956-1524 P2491-2125 P2894-2125 DP196549  
P333-2125 P1141-2125 P2635-2125 P4025-2125 DP703225  
P394-2125 P1153-2125 P2636-2125 P4042-2125 DP703225  
P491-1524 P1739-1603 P2675-3090 P4051-2125 DP723412  
P492-1524 P1815-2125 P2677-3090 P4206-2125 DP1078866

SURVEY DECLARED ON THIS PLAN FOR ALL LINES.

I, David William Cant  
of PO Box 418 Maitland 2320  
a surveyor registered under the Surveying Act 2002,  
hereby certify that the survey represented in this  
plan is accurate and has been completed in accordance  
with the Survey Regulations 2001 and the  
Surveyor General's Directions for Mining Surveys  
and was completed on 15/12/2005.  
Signature *David Cant*  
Surveyor's Reference- 05/128 Wilpinjong

Survey Calcs *cl R Elshy 11/10*  
Plan investigated *cl R Elshy 11/10*  
Plan approved *[Signature]*  
Paper No 05-0548

M 27056



SHEET 2

M G A COORDINATES

Pt	East	North	Pt	East	North	Pt	East	North
1	774572.19	6415933.11	44	767759.16	6417751.20	87	769583.46	6420792.98
2	773900.21	6415936.28	45	767739.54	6417794.22	88	769683.15	6420675.24
3	773023.22	6418071.65	46	767719.24	6417824.65	89	769702.85	6420651.99
4	772347.65	6418201.21	47	767677.97	6417805.54	90	769891.25	6420395.45
5	772016.50	6416955.50	48	767499.27	6417910.27	91	769924.98	6420349.53
6	771110.50	6416752.00	49	767514.25	6418042.92	92	770167.13	6420019.76
7	770600.00	6416032.00	50	767185.22	6418100.03	93	770216.29	6419954.86
8	770113.75	6415904.12	51	767202.64	6417991.70	94	770293.64	6419870.15
9	770158.47	6416141.19	52	767199.75	6417888.96	95	770380.86	6419795.64
10	770361.34	6417214.59	53	766781.37	6418171.80	96	770476.63	6419732.50
11	769952.42	6417291.08	54	766626.14	6418199.43	97	770579.47	6419681.69
12	769851.20	6416731.48	55	766629.73	6418390.47	98	770687.79	6419643.98
13	769318.04	6416831.93	56	766658.51	6418438.29	99	770799.96	6419619.96
14	769287.02	6416671.45	57	766692.17	6418565.73	100	770880.80	6419610.27
15	768948.01	6416727.95	58	766752.83	6418723.52	101	771017.06	6419595.98
16	768979.12	6416895.75	59	766738.76	6418811.97	102	771036.96	6419592.91
17	768551.30	6416976.11	60	766751.72	6418876.50	103	771178.25	6419579.69
18	768536.98	6416947.83	63	767062.56	6418823.90	104	771302.90	6419577.13
19	768497.25	6416831.82	64	767102.73	6418838.45	105	771427.17	6419587.23
20	768452.68	6416762.09	65	767155.79	6418884.51	106	771450.91	6419596.09
21	768225.16	6416804.06	66	767160.39	6418900.14	107	771549.97	6419616.81
22	768186.05	6416589.95	67	767074.79	6419006.60	108	771668.64	6419645.27
23	768164.22	6416576.25	68	767065.77	6419106.82	109	771745.41	6419673.94
24	768169.65	6416525.62	69	766936.53	6419095.17	110	771873.22	6419734.09
25	768183.12	6416456.42	70	766796.72	6419141.52	111	772023.51	6419792.13
26	768175.71	6416304.74	71	766905.34	6419740.52	112	772083.81	6419802.71
27	768108.42	6416189.51	72	766824.41	6419755.19	113	772120.54	6419814.71
28	768088.23	6416146.01	73	766872.50	6421531.00	114	772404.18	6419906.49
29	768081.87	6415953.84	74	767856.33	6422460.36	115	773025.82	6420047.64
30	767935.49	6415894.93	75	768234.49	6421918.48	116	773040.91	6420049.94
31	767942.57	6415856.93	76	768264.91	6421866.09	117	773058.16	6420054.98
32	767943.49	6415796.52	77	768378.44	6421703.42	118	773984.61	6420265.34
33	768025.85	6415598.84	78	768402.87	6421670.33	119	774004.37	6420277.07
34	767420.92	6416119.08	79	768461.00	6421600.42	120	774493.53	6420373.37
35	767627.24	6416379.81	80	768533.79	6421528.02	121	774708.98	6420367.41
36	767638.50	6416435.40	81	768608.71	6421466.74			
37	767615.13	6416564.03	82	768675.83	6421420.88			
38	767605.39	6416696.22	83	768859.97	6421295.37			
39	767603.86	6417348.10	83a	769074.72	6421148.97			
40	767587.23	6417545.89	83b	769065.30	6421110.79			
41	767747.40	6417655.86	84	769167.84	6421085.50			
42	767761.84	6417671.02	85	769428.87	6420907.60			
43	767784.00	6417710.66	86	769494.11	6420861.85			

**PM COMPARISONS**

PM 148581 - PM 147657  
MGA 132°49'09" 2887.403 GND  
SURVEY 132°49'10" 2887.416

PM 148581 - SSM 202°49'55" 1628.383

PM 148581 - PM 60729  
MGA 348°36'31" 2043.066 GND  
SURVEY 348°36'31" 2043.073

PM 60729 - PM 60726  
MGA 80°03'27" 2842.952 GND  
SURVEY 80°03'27" 2842.929 GND

PM 60729 - PM 60730  
MGA 250°48'11" 898.168 GND  
SURVEY 250°47'19" 898.156

PM 60730 - PM 60723  
MGA 295°07'13" 1642.827  
SURVEY 295°07'01" 1642.863

PM 60723 - PM 60733  
MGA 319°29'34" 805.977 GND  
SURVEY 319°29'18" 805.998

PM 60733 - PM 147666  
MGA 294°05'57" 1012.956  
SURVEY 294°05'43" 1012.984

**COORDINATION MARK TO CORNER**

PM 147657 - COR 1 = 272°21'10" 255.42  
PM 148581 - COR 3 = 59°27'35" 365.10  
SSM 136525 - COR 5 = 354°00'05" 573.81  
PM 147666 - COR 81 = 31°02'45" 173.20  
PM 60733 - COR 85 = 280°59' 15.89  
PM 60732 - COR 91 = 323°14'40" 72.31  
SSM 3571 - COR 92 = 242°38'45" 60.015  
PM 60730 - COR 106 = 290°28' 5.88  
PM 60729 - COR 114 = 80°20'35" 100.575  
PM 60726 - COR 121 = 268°03'45" 397.49

REFERENCE TO CORNERS

Point	Bearing	Distance	Reference
1	347°23'	1.000	GIP
2	302°43'	4.345	GIP
3	157°40'	3.370	GIP
4	14°53'	2.075	GIP
5	15°56'	0.655	RM GIP
6	180°48'	1.055	GIP
7	225°56'	2.260	GIP
10	280°25'	1.000	GIP
12	98°45'	0.645	GIP & PEG Fd (DP 703225)
13	295°31'	2.075	DH & W, PEG Fd
18	309°54'	2.180	DH & W Pld, ORIG PEG Fd & TREE FALLEN (P4051)
22			REMS PEG Fd
23			REMS PEG Fd
31			REMS PEG Fd
35			REMS PEG Fd
39			REMS PEG Fd & TREE FALLEN (P2703)
40			LOCKSPIT Fd
41	279°28'	4.025	PEG & RM GIP Fd (P 2635)
43			LOCKSPIT Fd
44			PEG HOLE & LOCKSPIT Fd
45			REMS PEG & LOCKSPIT
46			REMS PEG & LOCKSPIT
49			NAIL IN ROOT Pld
51	175°58'	3.535	GIP
51	264°45'	20.055	REMS TREE Fd (P2635)
52	34°08'	3.27	DH&W Pld, ORIG PEG Fd & TREE FALLEN (P4206)
53			ROCK MARK Fd AT CORNER
55	127°54'	3.545	DH&W
55	56°44'	14.885	TREE Fd & ORIG PEG Fd (P4206)
56	139°21'	1.275	DH&W Pld
56	339°44'	5.53	REMS TREE Fd (P3491)
57			INTn LOCKSPIT
58			INTn LOCKSPIT
60			DH&W Fd IN ROCK AT COR.
61			LOCKSPIT Fd
62	3°53'	1.47	RM GIP Pld, PEG at INTn LOCKSPIT TREE FALLEN
63			REMS PEG Fd IN LOCKSPIT
64			DH&W Fd IN ROCK
65			PEG Fd
67	13°29'	2.04	DH&W Pld, PEG Fd RM TREE Fd (P 3491)
70	19°47'	1.27	GIP Pld
70	344°26'	4.105	TREE Fd (P4042)
71	24°37'	1.36	RM DH&W ORIG PEG Fd, TREE FALLEN
74	46°38'	1	GIP
84	13°46'	0.605	GIP Fd (DP190549)
92	53°43'	1.005	GIP Fd (DP122990)
97	22°45'	1.005	GIP Fd (DP122990)
98	15°39'	1.005	GIP Fd (DP122990)
121	2°27'	0.905	GIP Pld, Post Hole fd
A	247°11'	1.195	GIP Fd (DP 122990)
			CDR A - 83 = 190°06' 44.095
B	214°34'	0.455	GIP Fd (P 2675)
			CDR B - 85 = 34°39'40" 20.115
C			GIP GONE (P2675)
D			GIP GONE (P2675)
E	237°49'	1.065	GIP Fd (DP583254)
F	203°42'	0.525	GIP Fd (P2677)
			Cor F - 91 = 83°42' 23.23
G	278°36'	0.545	GIP Fd (DP 703223)
			Cor G - 101 = 10°44'30" 151.650
H	6°48'	0.505	GIP Fd (DP122991)
			Cor H - Cor I = 121°55'40" 42.825
I	97°31'	1.105	GIP Fd (DP 122990)
			Cor I - Bdy INTERCEPT = 190°28' 43.795
J	190°13'	1.09	GIP Fd (DP 122991)
			Cor J - Bdy INTERCEPT = 190°13' 39.23
K			(DP 1073773)
			GIP K - Cor 120 = 70°00'45" 129.90
L	100°41'	2.525	GIP Fd (DP 122991)



PLAN OF PORTION ML4

PARISH(S) - WILPINJONG, CUMBO & WOLLAR

COUNTY- PHILLIP

MAP SHEET NO- 8833-2-N

REDUCTION RATIO -

MINING LEASE APPLICATION No. 259

MINING DIVISION- ORANGE

APPLICANT- WILPINJONG COAL PTY LIMITED.

APPLICATION DATE 28/01/2005

MINING LEASE NO. ML 1573 (Act '92)

STATUS

METHOD OPEN CUT

DEPTH RESTRICTION/SURFACE EXCEPTION

EMBRACES THE SURFACE AND SOIL BELOW THEREOF TO AN UNLIMITED DEPTH.

NOTES SHEET 2 OF 2

AZIMUTH PM 148581 - PM 60729

PLANS USED IN THE COURSE OF THIS SURVEY.

P158-1524	P564-1524	P2067-2125	P2703-2125	M19268	DP1084188
P204-2125	P904-2125	P2249-2125	P2707-2125	DP1087053	DP1087053
P316-2125	P955-2125	P2283-2125	P2730-3090	DP122990	DP190549
P317-2125	P956-1524	P2471-3090	P2894-2125	DP196549	DP1073773
P333-2125	P1141-2125	P2491-2125	P3240-2125	DP583254	
P333A-2125	P1151-2125	P2635-2125	P4025-2125	DP703223	
P394-2125	P1153-2125	P2636-2125	P4042-2125	DP703223	
P491-1524	P1739-1603	P2675-3090	P4051-2125	DP723412	
P492-1524	P1815-2125	P2677-3090	P4206-2125	DP1078866	

SURVEY DECLARED ON THIS PLAN FOR ALL LINES.

I, David William Cant  
of PO Box 418 Maitland 2320  
a surveyor registered under the Surveying Act 2002,  
hereby certify that the survey represented in this  
plan is accurate and has been completed in accordance  
with the Survey Regulations 2001 and the  
Surveyor General's Directions for Mining Surveys  
and was completed on 15/12/2005.

Signature *David Cant*  
Surveyor's Reference- 05/128 Wilpinjong

Survey Calcs *DR Elshod 11/1/06*  
Plan investigated *DR Elshod 11/1/06*  
Plan approved *DR*  
Paper No 05-0548

M 27056