

Office of State Revenue
NSW Treasury
Client No: 1846988 2372
Duty: N/A Trans No: ML1715
Asst details: COAL
JGD
11/9/15

MINING LEASE

MINING ACT 1992

NO 1715

DATED 31 AUGUST 2015

THE MINISTER FOR INDUSTRY
RESOURCES AND ENERGY

OF THE STATE

OF NEW SOUTH WALES

TO

**MOOLARBEN COAL MINES PTY
LIMITED
(ACN 108 601 672)**

**SOJITZ MOOLARBEN RESOURCES
PTY LTD
(ACN 126 287 027)**

**KORES AUSTRALIA MOOLARBEN
COAL PTY LIMITED
(ACN 129 132 501)**

Mining Lease Application No's 319, 327, 331 and 458

Mining Lease

Section 63 of the *Mining Act 1992*

I, **THE HON ANTHONY ROBERTS MP, MINISTER FOR INDUSTRY, RESOURCES AND ENERGY** for the State of New South Wales, pursuant to section 63 of the *Mining Act 1992*, determine Mining Lease Application No's 319, 327, 331 and 458 by granting a Mining Lease as described in Schedule 1 to **Moolarben Coal Mines Pty Limited, (ACN 108 601 672), Sojitz Moolarben Resources Pty Ltd (ACN 126 287 027) and Kores Australia Moolarben Coal Pty Limited (ACN 129 132 501)** subject to the conditions set out in Schedule 2.

The conditions set out in Schedule 2 are required to:

- ensure optimal resource recovery;
- prevent, minimise, and offset adverse environmental impacts;
- provide for the ongoing environmental management of the project; and
- ensure that the areas disturbed by mineral production and exploration activities are appropriately rehabilitated.

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



SIGNED

Anthony Roberts MP
Minister for Industry, Resources and Energy

Dated: 31/8/22

SCHEDULE 1

Description of Lease

Land: The lease area embraces all land described in the attached lease plan titled **M27358** and approved on **20 July 2015**.

Area:	3,741 hectares
Surface Exception:	Nil
Depth Restriction:	900 metres below Australia Height Datum
Minerals:	Coal
Method:	Open Cut and Underground
Term:	21 years
Due expiry date:	31 August 2036

Schedule 2

MINING LEASE CONDITIONS 2013

Definitions

- 1. Notice to Landholders**
- 2. Rehabilitation**
- 3. Mining Operations Plan and Annual Rehabilitation Report**
- 4. Compliance Report**
- 5. Environmental Incident Report**
- 6. Extraction Plan**
- 7. Resource Recovery**
- 8. Security**
- 9. Cooperation Agreement**

Note: Exploration Reports (Geological and Geophysical)

Definitions:

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

Act means the *Mining Act 1992*.

Department means the Division of Resources & Energy within the Department of Industry, Skills and Regional Development.

Environment has the same meaning as in the *Protection of the Environment Operations Act 1997*.

Harm to the environment has the same meaning as in the *Protection of the Environment Operations Act 1997*.

Landholder for the purposes of these conditions does not include a secondary landholder and includes, in the case of exempted areas, the controlling body for the exempted area.

Material harm to the environment has the same meaning as in the *Protection of the Environment Operations Act 1997*.

Minister means the Minister administering the Act.

Pollution incident has the same meaning as in the *Protection of the Environment Operations Act 1997*.

MINING LEASE CONDITIONS 2013

1. Notice to Landholders

- (a) Within a period of three months from the date of grant/renewal of this mining lease, the lease holder must serve on each landholder a notice in writing indicating that this mining lease has been granted/renewed and whether the lease includes the surface. A plan identifying each landholder and individual land parcel subject to the lease area, and a description of the lease area must accompany the notice.
- (b) If there are ten or more landholders, 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 mining lease has been granted/renewed; state whether the lease includes the surface and must contain a plan and description of the lease area. If a notice is made under condition 1(b), compliance with condition 1(a) is not required.

2. Rehabilitation

Any disturbance resulting from the activities carried out under this mining lease must be rehabilitated to the satisfaction of the Minister.

3. Mining Operations Plan and Annual Rehabilitation Report

- (a) The lease holder must comply with an approved Mining Operations Plan (MOP) in carrying out any significant surface disturbing activities, including mining operations, mining purposes and prospecting. The lease holder must apply to the Minister for approval of a MOP. An approved MOP must be in place prior to commencing any significant surface disturbing activities, including mining operations, mining purposes and prospecting.
- (b) The MOP must identify the post mining land use and set out a detailed rehabilitation strategy which:
- (i) identifies areas that will be disturbed;
 - (ii) details the staging of specific mining operations, mining purposes and prospecting;
 - (iii) identifies how the mine will be managed and rehabilitated to achieve the post mining land use;
 - (iv) identifies how mining operations, mining purposes and prospecting will be carried out in order to prevent and or minimise harm to the environment; and
 - (v) reflects 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 mining lease.
- (c) The MOP must be prepared in accordance with the *ESG3: Mining Operations Plan (MOP) Guidelines September 2013* published on the Department's website at www.resources.nsw.gov.au/environment
- (d) The lease holder may apply to the Minister to amend an approved MOP at any time.
- (e) It is not a breach of this condition if:
- (i) the operations which, but for this condition 3(e) would be a breach of condition 3(a), were necessary to comply with a lawful order or direction given under the *Environmental Planning and Assessment Act 1979*, the *Protection of the Environment Operations Act 1997*, the *Mine Health and Safety Act 2004 / Coal Mine Health and Safety Act 2002* and *Mine Health and Safety Regulation 2007 / Coal Mine Health and Safety Regulation 2006* or the *Work Health and Safety Act 2011*; and
 - (ii) the Minister had been notified in writing of the terms of the order or direction prior to the operations constituting the breach being carried out.
- (f) The lease holder must prepare a Rehabilitation Report to the satisfaction of the Minister. The report must:
- (i) provide a detailed review of the progress of rehabilitation against the performance measures and criteria established in the approved MOP;
 - (ii) be submitted annually on the grant anniversary date (or at such other times as agreed by the Minister); and
 - (iii) be prepared in accordance with any relevant annual reporting guidelines published on the Department's website at www.resources.nsw.gov.au/environment.

Note: The Rehabilitation Report replaces the Annual Environmental Management Report.

4. Compliance Report

- (a) The lease holder must submit a Compliance Report to the satisfaction of the Minister. The report must be prepared in accordance with any relevant guidelines or requirements published by the Minister for compliance reporting.
- (b) The Compliance Report must include:
- (i) the extent to which the conditions of this mining lease or any provisions of the Act or the regulations applicable to activities under this mining lease, have or have not been complied with;
 - (ii) particulars of any non-compliance with any such conditions or provisions,
 - (iii) the reasons for any such non-compliance;

- (iv) any action taken, or to be taken, to prevent any recurrence, or to mitigate the effects, of that non-compliance.
- (c) The Compliance Report must be lodged with the Department annually on the grant anniversary date for the life of this mining lease.
- (d) In addition to annual lodgement under condition 4(c) above, a Compliance Report:
 - (i) must accompany any application to renew this mining lease under the Act;
 - (ii) must accompany any application to transfer this mining lease under the Act; and
 - (iii) must accompany any application to cancel, or to partially cancel, this mining lease under the Act.
- (e) Despite the submission of any Compliance Report under (c) or (d) above, the titleholder must lodge a Compliance Report with the Department at any date or dates otherwise required by the Minister.
- (f) A Compliance Report must be submitted one month prior to the expiry of this mining lease, where the licence holder is not seeking to renew or cancel this mining lease.

5. Environmental Incident Report

- (a) The lease holder must notify the Department of all:
 - (i) breaches of the conditions of this mining lease or breaches of the Act causing or threatening material harm to the environment; and
 - (ii) breaches of environmental protection legislation causing or threatening material harm to the environment (as defined in the *Protection of the Environment Operations Act 1997*),

arising in connection with significant surface disturbing activities, including mining operations, mining purposes and prospecting operations, under this mining lease. The notification must be given immediately after the lease holder becomes aware of the breach.

Note. Refer to www.resources.nsw.gov.au/environment for notification contact details.

- (b) The lease holder must submit an Environmental Incident Report to the Department within seven (7) days of all breaches referred to in condition 5(a)(i) and (ii). The Environmental Incident Report must include:
 - (i) the details of the mining lease;
 - (ii) contact details for the lease holder;
 - (iii) a map identifying the location of the incident and where material harm to the environment has or is likely to occur;

- (iv) a description of the nature of the incident or breach, likely causes and consequences;
- (v) a timetable showing actions taken or planned to address the incident and to prevent future incidents or breaches referred to in 5(a).
- (vi) a summary of all previous incidents or breaches which have occurred in the previous 12 months relating to significant surface disturbing activities, including mining operations, mining purposes and prospecting operations under this mining lease.

Note. The lease holder should have regard to any relevant Director General's guidelines in the preparation of an Environmental Incident Report. Refer to www.resources.nsw.gov.au/environment for further details.

- (c) In addition to the requirements set out in conditions 5(a) and (b), the lease holder must immediately advise the Department of any notification made under section 148 of the *Protection of the Environment Operations Act 1997* arising in connection with significant surface disturbing activities including mining operations, mining purposes and prospecting operations, under this mining lease.

6. Extraction Plan

- (a) In this condition:
 - (i) **approved Extraction Plan** means a plan, being:
 - A. an extraction plan or subsidence management plan approved in accordance with the conditions of a relevant development consent and provided to the Secretary; or
 - B. a subsidence management plan relating to the mining operations subject to this lease:
 - I. submitted to the Secretary on or before 31 December 2014; and
 - II. approved by the Secretary.
 - (ii) **relevant development consent** means a development consent or project approval issued under the Environmental Planning & Assessment Act 1979 relating to the mining operations subject to this lease.
- (b) The lease holder must not undertake any underground mining operations that may cause subsidence except in accordance with an approved Extraction Plan.

- (c) The lease holder must ensure that the approved Extraction Plan provides for the effective management of risks associated with any subsidence resulting from mining operations carried out under this lease.
- (d) The lease holder must notify the Secretary within 48 hours of any:
 - (i) incident caused by subsidence which has a potential to expose any person to health and safety risks;
 - (ii) significant deviation from the predicted nature, magnitude, distribution, timing and duration of subsidence effects, and of the potential impacts and consequences of those deviations on built features and the health and safety of any person; or
 - (iii) significant failure or malfunction of a monitoring device or risk control measure set out in the approved Extraction Plan addressing:
 - A. built features;
 - B. public safety; or
 - C. subsidence monitoring.

7. Resource Recovery

The lease holder must optimise recovery of the minerals that are the subject of this mining lease to the extent economically feasible.

8. Group Security

The lease holder is required to provide and maintain a security deposit to secure funding for the fulfilment of obligations of all or any kind under the mining lease, including obligations of all or any kind under the mining lease that may arise in the future.

The amount of the security deposit to be provided as a group security has been assessed by the Minister at **\$14,979,000**.

The leases covered by the group security include:

Mining Lease 1605 (Act 1992) and Mining Lease 1606 (Act 1992)

This group security is extended to apply to this lease.

9. Cooperation Agreement

The lease holder must make every reasonable attempt, and be able to demonstrate its attempts, to enter into a cooperation agreement with the holder(s) of any overlapping 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.

Exploration Reporting

Note: Exploration Reports (Geological and Geophysical)

The lease holder must lodge reports to the satisfaction of the Minister in accordance with section 163C of the Mining Act 1992 and in accordance with clause 57 of the Mining Regulation 2010.

Reports must be prepared in accordance with Exploration Reporting: A guide for reporting on exploration and prospecting in New South Wales (Department of Trade and Investment; Regional Infrastructure and Services 2010).

Mining Lease Conditions (Coal) 2013	Version Date: Approved 30 June 2014
Mining Lease Application No's. 319, 327, 331 & 458 (Act 1992)	Page 8 of 8

APPLICATION DEALING ENQUIRY

Application : MLA : 319 : 1992 (COAL)

Dealing Number : 5 Dealing Code : DAP Dealing Status : P
Date Received : 31-AUG-2015 Determination Status : GRANTED
File Number : Z08-3916 Determination Date : 31-AUG-2015
Comments :

4 Applications to 1 Title

MLA	319	1992
MLA	327	1992
MLA	331	1992
MLA	458	1992

DATED 31 AUGUST 2015

**The Crown in right of the State of New South Wales acting through the
Minister for Industry, Resources and Energy
("the Minister")**

and

**Moolarben Coal Mines Pty Ltd ACN 108 601 672
Sojitz Moolarben Resources Pty Ltd ACN 126 287 027
Kores Australia Moolarben Coal Pty Limited ACN 129 132 501
("Lease Holder")**

DEED OF RELEASE AND INDEMNITY

Solicitor for Lease Holder details:
C/o Mr Simon Ball
MinterEllison
Governor Macquarie Tower, 1 Farrer Place
SYDNEY NSW 2000

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THIS DEED OF RELEASE AND INDEMNITY is made the 31st day of August 2015:

Between: **THE CROWN IN RIGHT OF THE STATE OF NEW SOUTH WALES** acting through the Minister for Industry, Resources and Energy c/- NSW Department of Industry, 516 High Street, Maitland, NSW 2320 (hereafter referred to as "the Minister")

And: **MOOLARBEN COAL MINES PTY LTD ACN 108 601 672**

SOJITZ MOOLARBEN RESOURCES PTY LTD ACN 126 287 027

KORES AUSTRALIA MOOLARBEN COAL PTY LIMITED ACN 129 132 501

(hereafter referred to as "the Lease Holder")

RECITALS:

- A. The Lease Holder is the holder of Mining Lease 1715 (Act 1992) covering land that includes the Area.
- B. The parties are unable to come to a definitive view as to whether native title (if any) continues to exist in the Area.
- C. The Lease Holder, while it is not obliged to do so, has agreed to release and indemnify the State in accordance with the terms of this Deed.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

1.1 Definitions

In this Deed, unless the contrary intention appears:

"**Area**" means the land specified in the schedule.

"**Deed**" means this deed of release and indemnity and includes any schedule hereto.

"**Mining Lease**" means the ML 1715 and includes the renewal, re-grant, remaking, amendment or extension of the term of the mining lease.

"Indemnified" means the State.

"Liability" means any liabilities, demands, claims, writs, suits, proceedings, compensation, losses, damages, expenses or costs of any description whatsoever and whether at law or equity or under statute incurred by the Indemnified arising directly or indirectly in connection with or arising from:

- (a) the Native Title Act, 1993 (Cth); and/or
- (b) legal action brought by, or on behalf of:
 - i) any native title holders;
 - ii) any registered native title body corporate;
 - iii) any prescribed body corporate or agent prescribed body corporate;
 - iv) any registered native title claimant;
 - v) any native title claim group; and
 - vi) any person who claims to hold native title

in respect of the Area and arising out of or in connection with grant, renewal, re-grant, remaking, amendment or extension of the Mining Lease and its effect on native title in the Area.

"Party" means a Party to this Deed and includes, but is not limited to, the Party's heirs, successors, executors, permitted assigns, administrators, liquidators, substitutes or trustees.

"the State" means Her Majesty Queen Elizabeth II and without limitation, the Crown in right of the State of New South Wales and any manifestation or emanation of the Crown in right of the State, and includes, also without limitation, the Government of the State, a Minister of the State, an officer, employee, servant, agent, independent contractor, or any other representative or person in the service of the Crown in right of the State, and where the context requires or permits the term shall be interpreted to refer to the forgoing jointly and severally.

1.2 Interpretation

In this Deed, unless the contrary intention appears:

- (a) words importing the singular number shall include the plural number; and words including one gender shall include the other gender; and words importing persons shall include all legal persons;
- (b) any covenant agreement or obligation on the part of two or more persons shall be deemed to bind them or any two or greater number of them jointly and each of them severally and shall also be deemed to bind their heirs, executors, administrators, successors and permitted assigns, liquidators, substitutes or trustees jointly and each of them severally;
- (c) in the interpretation of this Deed, no rule of construction operates to the detriment of a Party only because that Party was responsible for the preparation of this Deed or any part of it;

- (d) if a Party consists of more than one person, this Deed binds them jointly and severally;
- (e) any reference to statutes shall include all statutes amending, replacing or consolidating the statutes referred to as well as to any statutory rules made under the statutes;
- (f) headings are for convenience only and do not affect the interpretation of this Deed.

2. Release and Indemnity

- 2.1** The Lease Holder hereby forever releases and discharges to the full extent permitted by law those Indemnified from and against all Liability.
- 2.2** The Lease Holder hereby forever indemnifies those Indemnified from and against all Liability.
- 2.3** Those Indemnified need not incur any cost or make any payment before enforcing any right of release or indemnity under this Deed.
- 2.4** The Lease Holder cannot assign any of its rights or obligations under this Deed, or attempt to purport to do so, without the prior written consent of the State which must not be unreasonably withheld if the Lease Holder is transferring all of its interests in the Mining Lease to the prospective assignee and otherwise may be given or refused in the State's absolute discretion. For the purposes of this clause 2.4, the Minister of the State who is responsible for the administration of the Mining Act 1992, from time to time, may give or refuse consent for or on behalf of the State.
- 2.5** A failure to exercise or a delay in exercising any right, power or remedy under this Deed does not operate as a waiver to its future exercise. A single or partial exercise or waiver or the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the Party making the waiver unless it is made in writing.

3. Bar

- 3.1** This Deed may be pleaded by those Indemnified against the Lease Holder as a bar to all Liability against those Indemnified.
- 3.2** Further, the indemnity in this Deed may be invoked against the Lease Holder by those Indemnified against any Liability of those Indemnified.

4. Acceptance on behalf of those Indemnified

- 4.1** The Minister accepts the full benefit of any releases, indemnities, and covenants in this Deed in favour of each of those Indemnified as agent for these persons and accordingly these are promises and indemnities on their behalf.

5. Assurance

- 5.1** The Lease Holder shall promptly and at its own expense do all things (including the drawing, executing and delivering any document) which may be from time to time necessary for the purpose of carrying out the intent of or to give full effect to this Deed.

6. Severability

- 6.1** If any part of a provision of this Deed is held to be void or unenforceable, the void or unenforceable part of the provision is to be severed without prejudice to the continued operation of the rest of the Deed.

7. Acknowledgement

- 7.1** The Lease Holder hereby acknowledges that:
- (a) it understands the terms of this Deed including its legal consequences and the obligations imposed on it hereunder;
 - (b) it has obtained its own legal advice in relation to the meaning and effect of this Deed; and
 - (c) it voluntarily enters into this Deed although it need not do so.

8. General

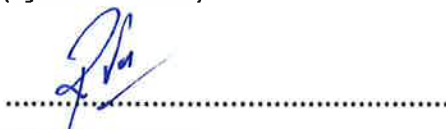
- 8.1** This Deed shall be interpreted and construed and the rights of the Parties shall be determined in accordance with the laws of the State of New South Wales and the Parties expressly submit to the jurisdiction of the Courts of the State of New South Wales.
- 8.2** The Parties shall bear their own legal costs in connection with this Deed.
- 8.3** This Deed represents the entire agreement between the Parties on the subject matter of this Deed.
- 8.4** This Deed may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

Signed, sealed and delivered for and on)
behalf of the Crown in right of the State of New)
South Wales acting through the Minister for)
Industry, Resources and Energy **but not so as**)
to incur personal liability)



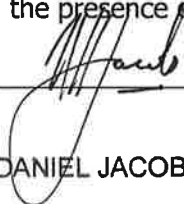
(signature of Minister)

in the presence of ROBERT VELLAN
(insert name of witness)



(signature of witness)

Signed sealed and delivered by a
director or company secretary of
Moolarben Coal Operations Pty Ltd ACN
077 939 569 as attorney for **Moolarben
Coal Mines Pty Ltd ACN 108 601
672** under power of attorney dated 23
July 2009 registered number 391 book
number 4573 in the presence of



Signature of witness

MARK DANIEL JACOBS

Name of witness (print)




Signature of attorney

REINHOLD SCHMIDT

Name of attorney (print)

Signed sealed and delivered by a
director or company secretary of
Moolarben Coal Operations Pty Ltd ACN
077 939 569 as attorney for **Sojitz
Moolarben Resources Pty Ltd ACN
126 287 027** under power of attorney
dated 23 July 2009 registered
number 391 book number 4573 in the
presence of



Signature of witness

MARK DANIEL JACOBS

Name of witness (print)

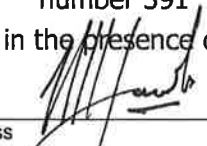


Signature of attorney

REINHOLD SCHMIDT

Name of attorney (print)


Signed sealed and delivered by a director or company secretary of Moolarben Coal Operations Pty Ltd ACN 077 939 569 as attorney for **Kores Australia Moolarben Coal Pty Limited ACN 129 132 501** under power of attorney dated 23 July 2009 registered number 391 book number 4573 in the presence of



Signature of witness

MARK DANIEL JACOBS

Name of witness (print)



Signature of attorney

REINHOLD SCHMITT

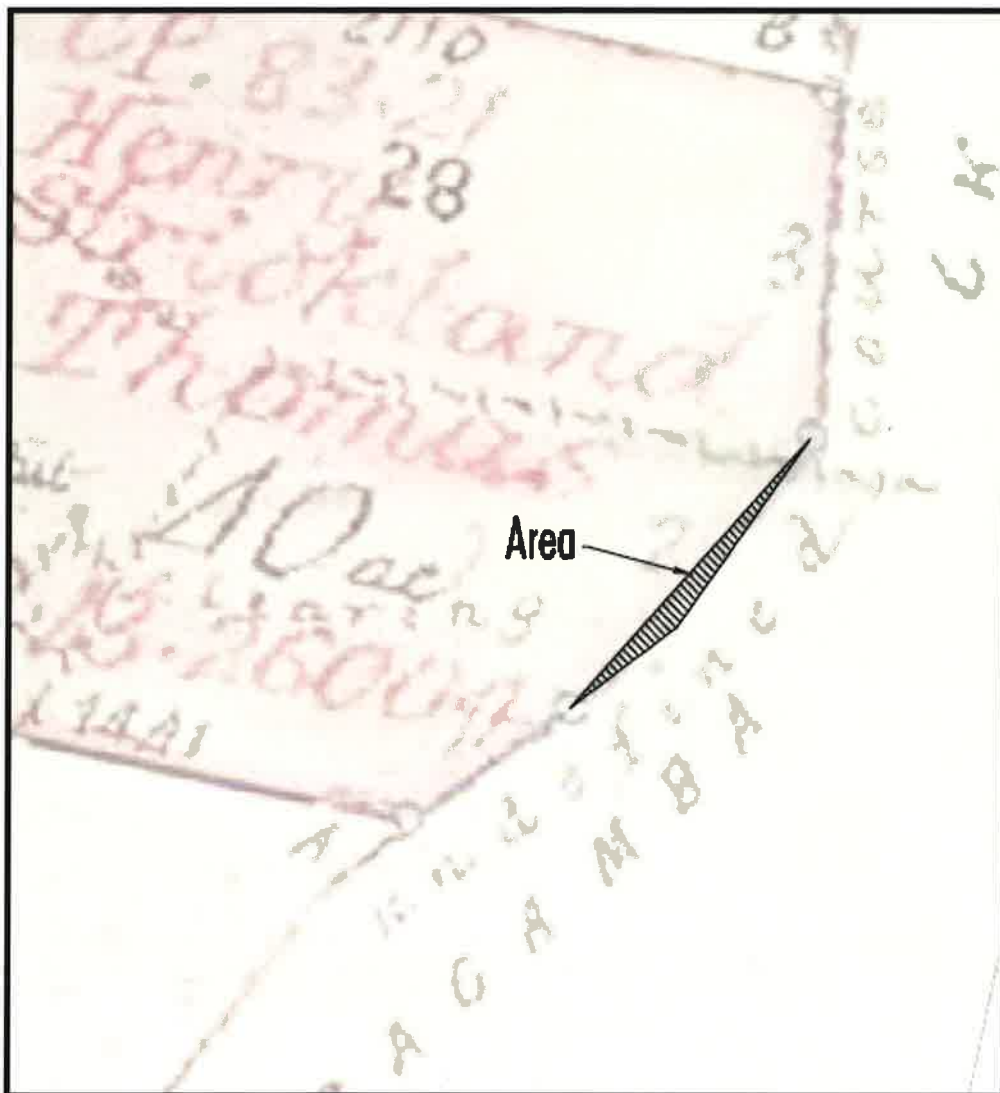
Name of attorney (print)

SCHEDULE

DESCRIPTION OF LAND

The south east part of Lot 28 DP 755454 as shown by black hatching on Diagram "A".

Diagram "A"



THE ENGINEERING FIRM OF

PLAN OF PORTION M.L. 9

PARTNER: LENNOX MOULDERN & WILFONG
 COUNTY: PHILIP

MAP SHEET No. 888-8-11

REDUCTION RATIO 1:25,000

ISSUES LEADS APPLICATION No. 318, 307, 301 & 048

ISSUES BY: JOHN ORANGE

APPLICANT: MOULDERN COAL MINES PTY LIMITED, SOUTH MOULDERN RESOURCES PTY LTD & BOONS MOULDERN COAL PTY LIMITED

APPLICATION DATE: 01-08-2008
 20-03-2008, 01-04-2008, 13-08-2013

ISSUES LEADS No. 1775 (last 1982)

STATUS:

SETBACK: OPEN CUT & UNDERGROUND

OTHER: DISTURBANCE / ABOVE IMPROVEMENT

WITHIN THE BOUNDARY AND THE BOUNDARY IS TO BE MAINTAINED AS SHOWN

NOTES:

1. Survey conducted by...

2. Survey conducted by...

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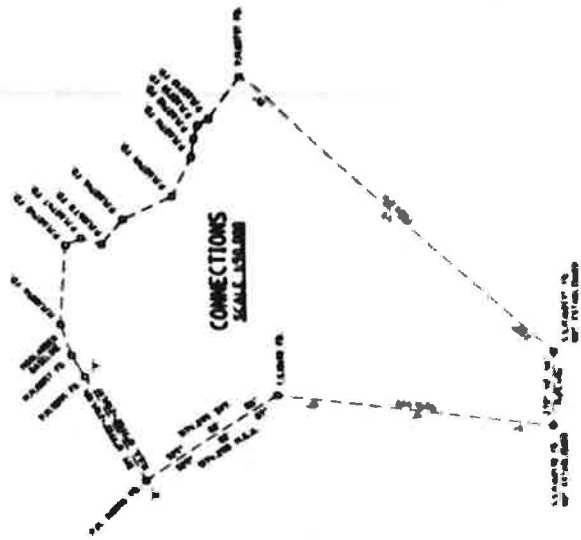
16. Survey conducted by...

17. Survey conducted by...

18. Survey conducted by...

19. Survey conducted by...

REMARKS:
 ALL BOUNDARIES AND DISTANCES ARE IN METERS
 SURVEY WITH REFERENCE TO THE 1984 AUSTRALIAN
 DATUM. ALL DISTANCES ARE TO BE MAINTAINED AS SHOWN
 ON THIS PLAN UNLESS OTHERWISE STATED



CONNECTIONS

SECTION	NO.	DESCRIPTION	AREA (SQ. METERS)	PERCENTAGE
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WORK OBSERVATIONS WERE MADE TO LOCATE THIS SURVEY

PLAN OF PORTION ML 9

PARISH: LENNOX, MOOLARBEN & WILPINJONG
COUNTY: PHILLIP

MAP SHEET No. 8835-2-N

REDUCTION RATIO 1:7,500

MINING LEASE APPLICATION No. 319, 387, 331 & 484.

MINING DIVISION: ORANGE

APPLICANT: MOOLARBEN COAL MINES PTY LIMITED, SEMITZ MOOLARBEN RESOURCES PTY LTD & KORESS AUSTRALIA MOOLARBEN COAL PTY LIMITED.

APPLICATION DATE: 01-05-2008
20-03-2009, 21-04-2009, 13-08-2013

MINING LEASE No. 1715 (Ac1 1992)

STATUS: **METHOD: OPEN CUT & UNDERGROUND**

SURFACE RESTRICTION / SURFACE RESTRICTION
RESTRICTS THE SURFACE AND ARE BELOW THEREBY TO A DEPTH OF 100 METRES BELOW SURFACE UNLESS NOTED OTHERWISE.

NOTES:

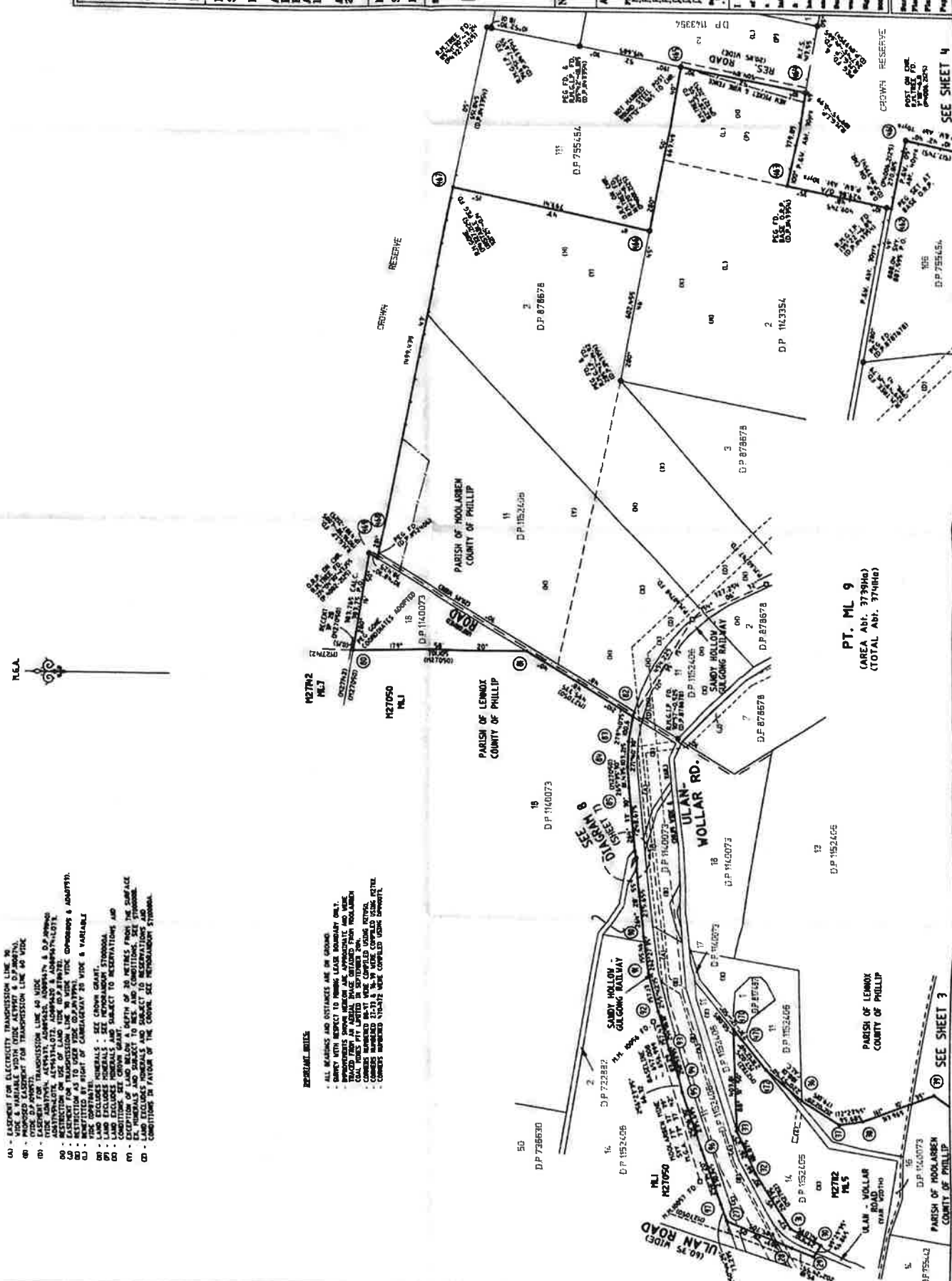
Asimuth: 'X' - 'Y'
Please refer to the notes of this survey/compensation for details of the survey/compensation. The survey/compensation was carried out by the following persons: [List of names and dates]

I Markis Alexander Burns of Survey and Drafting Resources Pty Ltd a company registered under the Corporations and Securities Information Act 2003, hereby certify that this survey and compensation represented in this plan is accurate and has been completed in accordance with the Surveying and Spatial Information Regulation 1983 and the Surveyor General's Directions for Mining Surveys and was completed on 25/03/2015.

M27358
Survey Date: [Date]
Plan Investigated: [Name]
Plan Approved: [Date]
Paper No: [Number]

- GENERAL NOTES**
- (A) - EASEMENT FOR ELECTRICITY TRANSMISSION LINE IN VIDE 8 VARIABLE WIDTH EASEMENT ACT 1977 & D.P. 738630.
 - (B) - EASEMENT FOR TRANSMISSION LINE IN VIDE 8 VARIABLE WIDTH EASEMENT ACT 1977 & D.P. 738630.
 - (C) - EASEMENT FOR TRANSMISSION LINE IN VIDE 8 VARIABLE WIDTH EASEMENT ACT 1977 & D.P. 738630.
 - (D) - RESTRICTION ON USE OF LAND IN VIDE 8 VARIABLE WIDTH EASEMENT ACT 1977 & D.P. 738630.
 - (E) - RESTRICTION AS TO USER FOR D.P. 738630.
 - (F) - BENEFIT BY RIGHT OF CORRIDORWAY IN VIDE 8 VARIABLE WIDTH EASEMENT ACT 1977 & D.P. 738630.
 - (G) - LAND ENCLOSED MINERALS - SEE CROWN GRANT, 1898/1899.
 - (H) - LAND ENCLOSED MINERALS AND SUBJECT TO RESERVATIONS AND CONDITIONS. SEE CROWN GRANT, 1898/1899.
 - (I) - EXCEPTION OF LAND SUBJECT TO RESERVATIONS AND CONDITIONS. SEE CROWN GRANT, 1898/1899.
 - (J) - LAND ENCLOSED MINERALS AND SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CORNER. SEE RESERVATION SYSTEMS.

- RESERVE NOTES**
- ALL READINGS AND DISTANCES ARE IN METRES.
 - BERRY WITH RESPECT TO MINING LEASE BOUNDARY ONLY.
 - DIMENSIONS SHOWN HEREON ARE APPROXIMATE AND WERE OBTAINED BY MEASUREMENT IN SEPTEMBER 2008.
 - CORNER MARKERS SHOWN WERE COMPILED FROM FIELD NOTES.
 - CORNER MARKERS SHOWN WERE COMPILED FROM FIELD NOTES.



PT. ML 9
(AREA APT. 373940)
(TOTAL APT. 374100)

SEE SHEET 4

SEE SHEET 3

ALL OBSERVATIONS MADE UNDER THIS SURVEY

PLAN OF PORTION ML 9

PARISH: LENNOX, MOOLARBEN & COUNTY: PHILLIP

MAP SHEET No. 0833-2-N

REDUCTION RATIO 1:7,600

MINING LEASE APPLICATION No. 319, 327, 331 & 458.

MINING DIVISION: ORANGE

APPLICANT: MOOLARBEN COAL MINES PTY LIMITED, SOJITZ MOOLARBEN RESOURCES PTY LTD & KORES AUSTRALIA MOOLARBEN COAL PTY LIMITED.

APPLICATION DATE: 01-05-2008
20-05-2009, 21-04-2009, 15-08-2013

MINING LEASE No. 1715 (Act 1992)

STATUS:

METHOD: OPEN CUT & UNDERGROUND

SURFACE EXCEPTION / DEPTH RESTRICTION

BOUNDARIES FOR SURFACE AND DEPTH BELOW THEREOF TO A DEPTH OF TWO METRES BELOW AUSTRALIAN HEIGHT DATUM.

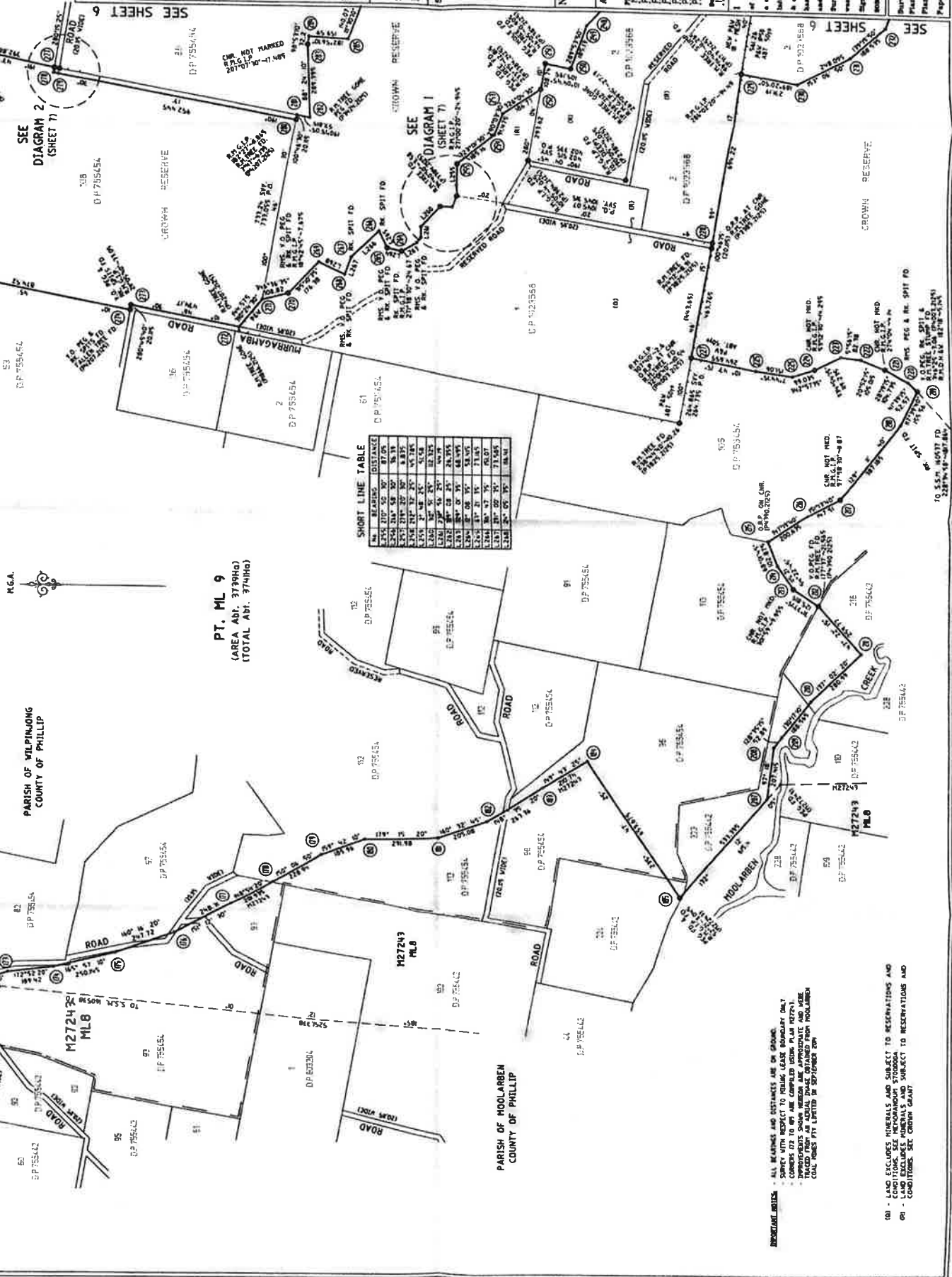
NOTES:

Asimuth: X - Y

Please refer to the course of this survey/compassion...
M27358

Martin Alexander Burns
of Survey and Drafting Resources Pty Ltd.
a company registered under the Companies and Special Information Act 2006, hereby certify that the survey information represented in this plan is accurate and has been completed in accordance with the Surveying and Spatial Information Regulation 2010 and the Surveying Act 2006.

Signature: [Signature]
Date: 25/03/2015
M27358



SHORT LINE TABLE

LINE NO.	DISTANCE	BEARING
1	10.00	N 00° 00' 00" E
2	15.00	N 45° 00' 00" E
3	20.00	N 90° 00' 00" E
4	25.00	N 135° 00' 00" E
5	30.00	N 180° 00' 00" E
6	35.00	N 225° 00' 00" E
7	40.00	N 270° 00' 00" E
8	45.00	N 315° 00' 00" E
9	50.00	N 360° 00' 00" E
10	55.00	N 00° 00' 00" E
11	60.00	N 45° 00' 00" E
12	65.00	N 90° 00' 00" E
13	70.00	N 135° 00' 00" E
14	75.00	N 180° 00' 00" E
15	80.00	N 225° 00' 00" E
16	85.00	N 270° 00' 00" E
17	90.00	N 315° 00' 00" E
18	95.00	N 360° 00' 00" E
19	100.00	N 00° 00' 00" E
20	105.00	N 45° 00' 00" E
21	110.00	N 90° 00' 00" E
22	115.00	N 135° 00' 00" E
23	120.00	N 180° 00' 00" E
24	125.00	N 225° 00' 00" E
25	130.00	N 270° 00' 00" E
26	135.00	N 315° 00' 00" E
27	140.00	N 360° 00' 00" E
28	145.00	N 00° 00' 00" E
29	150.00	N 45° 00' 00" E
30	155.00	N 90° 00' 00" E
31	160.00	N 135° 00' 00" E
32	165.00	N 180° 00' 00" E
33	170.00	N 225° 00' 00" E
34	175.00	N 270° 00' 00" E
35	180.00	N 315° 00' 00" E
36	185.00	N 360° 00' 00" E
37	190.00	N 00° 00' 00" E
38	195.00	N 45° 00' 00" E
39	200.00	N 90° 00' 00" E
40	205.00	N 135° 00' 00" E
41	210.00	N 180° 00' 00" E
42	215.00	N 225° 00' 00" E
43	220.00	N 270° 00' 00" E
44	225.00	N 315° 00' 00" E
45	230.00	N 360° 00' 00" E
46	235.00	N 00° 00' 00" E
47	240.00	N 45° 00' 00" E
48	245.00	N 90° 00' 00" E
49	250.00	N 135° 00' 00" E
50	255.00	N 180° 00' 00" E
51	260.00	N 225° 00' 00" E
52	265.00	N 270° 00' 00" E
53	270.00	N 315° 00' 00" E
54	275.00	N 360° 00' 00" E
55	280.00	N 00° 00' 00" E
56	285.00	N 45° 00' 00" E
57	290.00	N 90° 00' 00" E
58	295.00	N 135° 00' 00" E
59	300.00	N 180° 00' 00" E
60	305.00	N 225° 00' 00" E
61	310.00	N 270° 00' 00" E
62	315.00	N 315° 00' 00" E
63	320.00	N 360° 00' 00" E
64	325.00	N 00° 00' 00" E
65	330.00	N 45° 00' 00" E
66	335.00	N 90° 00' 00" E
67	340.00	N 135° 00' 00" E
68	345.00	N 180° 00' 00" E
69	350.00	N 225° 00' 00" E
70	355.00	N 270° 00' 00" E
71	360.00	N 315° 00' 00" E
72	365.00	N 360° 00' 00" E
73	370.00	N 00° 00' 00" E
74	375.00	N 45° 00' 00" E
75	380.00	N 90° 00' 00" E
76	385.00	N 135° 00' 00" E
77	390.00	N 180° 00' 00" E
78	395.00	N 225° 00' 00" E
79	400.00	N 270° 00' 00" E
80	405.00	N 315° 00' 00" E
81	410.00	N 360° 00' 00" E
82	415.00	N 00° 00' 00" E
83	420.00	N 45° 00' 00" E
84	425.00	N 90° 00' 00" E
85	430.00	N 135° 00' 00" E
86	435.00	N 180° 00' 00" E
87	440.00	N 225° 00' 00" E
88	445.00	N 270° 00' 00" E
89	450.00	N 315° 00' 00" E
90	455.00	N 360° 00' 00" E
91	460.00	N 00° 00' 00" E
92	465.00	N 45° 00' 00" E
93	470.00	N 90° 00' 00" E
94	475.00	N 135° 00' 00" E
95	480.00	N 180° 00' 00" E
96	485.00	N 225° 00' 00" E
97	490.00	N 270° 00' 00" E
98	495.00	N 315° 00' 00" E
99	500.00	N 360° 00' 00" E
100	505.00	N 00° 00' 00" E

REMARKS:
 - ALL BEARINGS AND DISTANCES ARE ON GRID.
 - SURVEY WITH RESPECT TO TENING LEASE BOUNDARY ONLY.
 - CORNERS 07 TO 09 ARE COMPILED FROM PLAN REF: 21.
 - CORNER 10 IS COMPILED FROM PLAN REF: 21.
 - TRACED FROM AN ORIGINAL PLAT OBTAINED FROM MOOLARBEN COAL MINES PTY LIMITED IN SEPTEMBER 2011.

NOTES:
 - LAND EXCLUDES MINERALS AND SUBJECT TO RESERVATIONS AND CONDITIONS. SEE NEIGHBOUR ST00000A
 OR - COORDINATES. SEE CROWN GRANT

ONLY DIMENSIONS TO BE USED TO LOCATE THIS POINT

PLAN OF PORTION ML 9
 PARISH: LENNOX MOOLARBEN & WILPINONG
 COUNTY: PHILLIP
 MAP SHEET No. 8833-2-N
 REDUCTION RATIO SEE DIAGRAMS
 MINING LEASE APPLICATION No. 519, 527, 531 & 458.
 MINING DIVISION: ORANGE

APPLICANT: MOOLARBEN COAL MINES PTY LIMITED, SOJITZ MOOLARBEN RESOURCES PTY LTD & KORES AUSTRALIA MOOLARBEN COAL PTY LIMITED.
 APPLICATION DATE: 01-05-2008, 20-05-2009, 21-04-2009, 13-08-2013

MINING LEASE No. 1715 (Act 1992)
 STATUS: OPEN CUT & UNDERGROUND

SURFACE EXCEPTION / DEPT'S RESTRICTION
 REPLACES THE SURFACE AND SOIL BELOW THEREON TO 100 METRES BELOW AUSTRALIAN SURVEY DATUM.

NOTES:
 Azimuth: 'X' - 'Y'

Please refer to the entries of this survey/
 SEE OTHER SHEETS
 Survey conducted on this plan for items
 Martin Alexander Burns
 of Survey and Drilling Resources Pty Ltd.
 a survey registered under the Surveying and Spatial Information Act 2002, hereby certifies that this survey & compilation represented to this plan is accurate and has been completed in accordance with the Surveying and Spatial Information Regulations 2010 and the Survey General's Directions for Mining Surveys and was completed on 25/03/2015
 Signature: *Martin Alexander Burns*
 Point Identification No. 583

Survey Color: *Red*
 Plan Approved: *20/03/2015*
 08/2014, 705-0002
 Paper No. 705-0005, 710-1001 (B1000113)

M27358

DIAGRAM 3
(SHEET 1)
SCALE 1:2,500

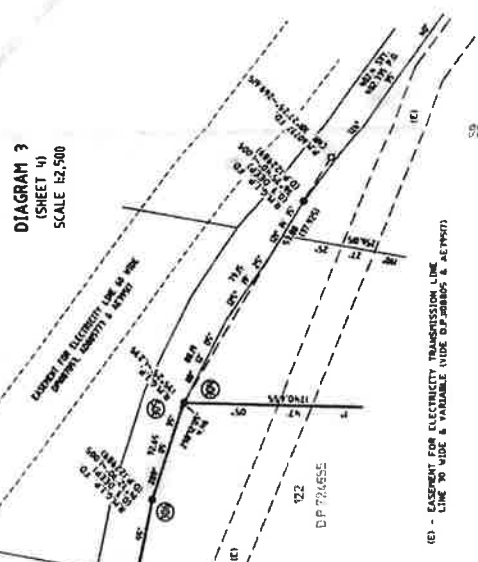


DIAGRAM 5
(SHEET 4)
SCALE 1:2,000

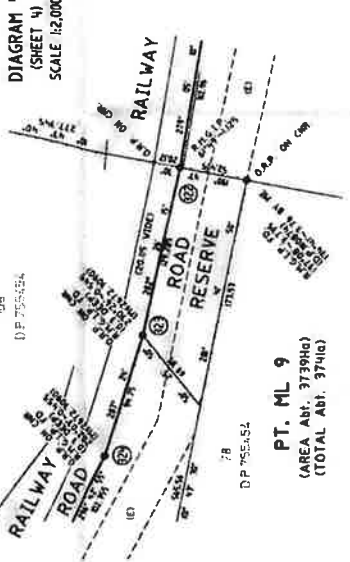
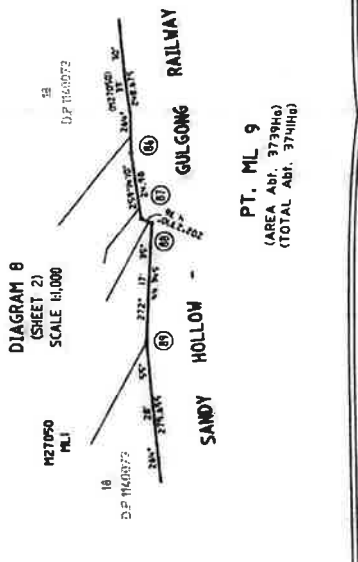


DIAGRAM 8
(SHEET 2)
SCALE 1:1,000

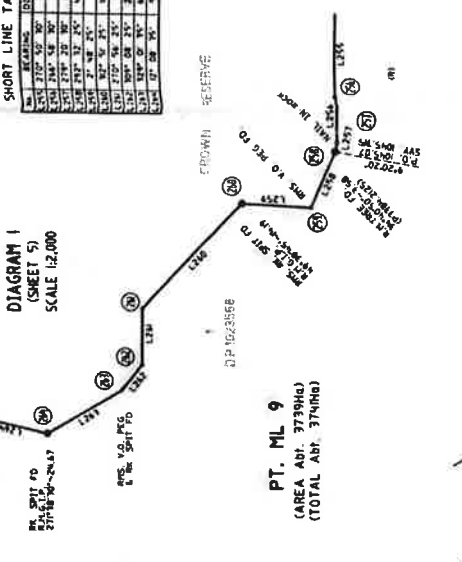


PT. ML 9
(AREA ADJ. 3739HQ)
(TOTAL ADJ. 374HQ)

SHORT LINE TABLE

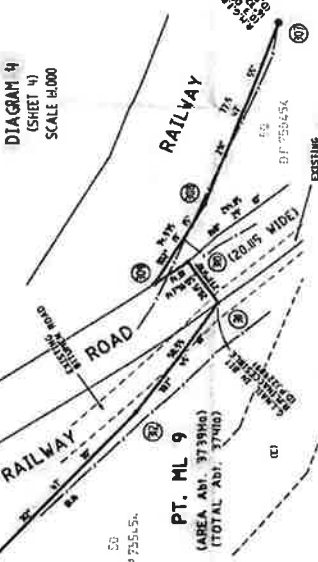
LINE NO.	START POINT	END POINT	DISTANCE
1	1231	1232	10.00
2	1232	1233	10.00
3	1233	1234	10.00
4	1234	1235	10.00
5	1235	1236	10.00
6	1236	1237	10.00
7	1237	1238	10.00
8	1238	1239	10.00
9	1239	1240	10.00
10	1240	1241	10.00
11	1241	1242	10.00
12	1242	1243	10.00
13	1243	1244	10.00
14	1244	1245	10.00
15	1245	1246	10.00
16	1246	1247	10.00
17	1247	1248	10.00
18	1248	1249	10.00
19	1249	1250	10.00
20	1250	1251	10.00

DIAGRAM 1
(SHEET 5)
SCALE 1:2,000



PT. ML 9
(AREA ADJ. 3739HQ)
(TOTAL ADJ. 374HQ)

DIAGRAM 4
(SHEET 4)
SCALE 1:1,000



PT. ML 9
(AREA ADJ. 3739HQ)
(TOTAL ADJ. 374HQ)

DIAGRAM 7
(SHEET 4)
SCALE 1:1,000

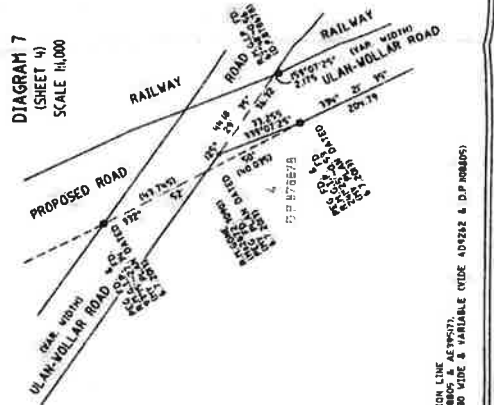
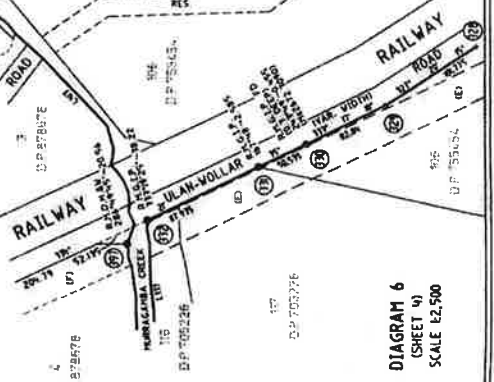


DIAGRAM 6
(SHEET 4)
SCALE 1:2,500



INCREASED RISK - ALL MEASUREMENTS AND DISTANCES ARE ON GROUND
 SURVEY WITH RESPECT TO MINING LEASE BOUNDARY ONLY
 DIMENSIONS SHOWN HEREON ARE APPROXIMATE AND VARY FROM ACTUAL DIMENSIONS FOR POLYMER
 COAL MINES PTY LIMITED IN SEPTEMBER 2014

CE - CASEMENT FOR ELECTRICITY TRANSMISSION LINE
 LINE NO WIDE & VARIABLE (VIDE D.P. 709805 & 463907)
 PT - CASEMENT FOR OVERHEAD POWER LINES WIDE & VARIABLE (VIDE AD 4024 & D.P. 709805)

ONLY DIMENSIONS HAVE BEEN USED TO DERIVE THIS PLAN.

PLAN OF PORTION ML 9

PARISH: LENNOX MOOLARBEN & WILPINJONG
 COUNTY: PHILLIP

MAP SHEET NO. 8633-2-X
 REDUCTION RATIO 1:3,000

Mining Lease Application No. 319, 327, 331 & 458

Mining Division: ORANGE
 Applicant: MOOLARBEN COAL MINES (AUSTRALIA) PTY LTD
 RESOURCES PTY LTD & ORANGE AUSTRALIA MOOLARBEN COAL PTY LIMITED.

Application Date: 01-05-2008
 20-03-2008, 21-04-2008, 13-08-2013

Mining Lease No. 1715 (Act 1992)

Status: OPEN CUT & UNDERGROUND

Method: OPEN CUT & UNDERGROUND

Surface Exception / Depth Restriction: ENTAILS THE SURFACE AND SOIL BELOW THEREON TO A DEPTH OF 600 METRES BELOW AUSTRALIAN HEIGHT DATUM.

Notes: $X^2 - Y^2$

Azimuth: $X - Y$

Plan used in the course of this survey/completion of ML 9 & 1715.

Survey conducted on this plan for base:

1 Martin Alexander Bureau of Survey and Drafting Resources Pty Ltd, a surveyor registered under the Surveying and Spatial Information Regulations 2012 and the Information Act 2006, hereby certifies that this survey -

has been completed in accordance with the Surveying and Spatial Information Regulations 2012 and the Surveyor General's Directions for Making Surveys and was completed on 25/03/2015.
 Signature: _____
 Date: 25/03/2015
 Email: martin.alexander@mba.com.au
 License No: 263

M27358

Survey Color: _____
 Plan Approved: _____
 Date: 25/03/2015
 Paper No: 109-9005, 119-1801, B1, B2, B3, B4, B5

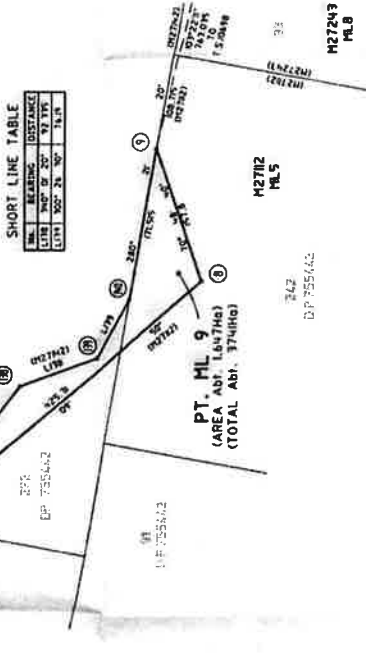
CONTINUED FROM SHEET 3
 SCALE 1:3,000

PARISH OF MOOLARBEN
 COUNTY OF PHILLIP

PT. ML 9
 (AREA ABT. 1978m²)
 (TOTAL ABT. 37440m²)

M2782 ML7

PT. ML 9
 (AREA ABT. 14174m²)
 (TOTAL ABT. 37440m²)



LINE NO.	BEARING	DISTANCE
1	127.3729	97.533
2	222.5772	107.231
3	309.8737	109.918
4	328.7516	103.219
5	305.3657	107.533
6	222.5772	107.231
7	127.3729	97.533

POINT	EASTING	NORTHING
1	740792.200	6242834.990
2	740777.000	6242826.270
3	740558.170	6242843.990
4	740884.990	6242838.370
5	740993.890	6242828.040
6	741088.660	6242832.210
7	741160.000	6242836.370

REMARKS:

- ALL BEARINGS AND DISTANCES ARE ON GRID.
- SURVEY WITH RESPECT TO MINING LEASE BOUNDARY D.M.T.
- CORNERS NUMBERED 6-9 WERE COMPILED USING M.S. PLAN 1672.
- CORNERS NUMBERED 17-18 WERE COMPILED USING M.T. PLAN 1672.

POINT	EASTING	NORTHING
1	740792.200	6242834.990
2	740777.000	6242826.270
3	740558.170	6242843.990
4	740884.990	6242838.370
5	740993.890	6242828.040
6	741088.660	6242832.210
7	741160.000	6242836.370
8	740792.200	6242834.990
9	740777.000	6242826.270
10	740558.170	6242843.990
11	740884.990	6242838.370
12	740993.890	6242828.040
13	741088.660	6242832.210
14	741160.000	6242836.370
15	740792.200	6242834.990
16	740777.000	6242826.270
17	740558.170	6242843.990
18	740884.990	6242838.370
19	740993.890	6242828.040
20	741088.660	6242832.210
21	741160.000	6242836.370
22	740792.200	6242834.990
23	740777.000	6242826.270
24	740558.170	6242843.990
25	740884.990	6242838.370
26	740993.890	6242828.040
27	741088.660	6242832.210
28	741160.000	6242836.370
29	740792.200	6242834.990
30	740777.000	6242826.270
31	740558.170	6242843.990
32	740884.990	6242838.370
33	740993.890	6242828.040
34	741088.660	6242832.210
35	741160.000	6242836.370
36	740792.200	6242834.990
37	740777.000	6242826.270
38	740558.170	6242843.990
39	740884.990	6242838.370
40	740993.890	6242828.040
41	741088.660	6242832.210
42	741160.000	6242836.370
43	740792.200	6242834.990
44	740777.000	6242826.270
45	740558.170	6242843.990
46	740884.990	6242838.370
47	740993.890	6242828.040
48	741088.660	6242832.210
49	741160.000	6242836.370
50	740792.200	6242834.990
51	740777.000	6242826.270
52	740558.170	6242843.990
53	740884.990	6242838.370
54	740993.890	6242828.040
55	741088.660	6242832.210
56	741160.000	6242836.370
57	740792.200	6242834.990
58	740777.000	6242826.270
59	740558.170	6242843.990
60	740884.990	6242838.370
61	740993.890	6242828.040
62	741088.660	6242832.210
63	741160.000	6242836.370
64	740792.200	6242834.990
65	740777.000	6242826.270
66	740558.170	6242843.990
67	740884.990	6242838.370
68	740993.890	6242828.040
69	741088.660	6242832.210
70	741160.000	6242836.370
71	740792.200	6242834.990
72	740777.000	6242826.270
73	740558.170	6242843.990
74	740884.990	6242838.370
75	740993.890	6242828.040
76	741088.660	6242832.210
77	741160.000	6242836.370
78	740792.200	6242834.990
79	740777.000	6242826.270
80	740558.170	6242843.990
81	740884.990	6242838.370
82	740993.890	6242828.040
83	741088.660	6242832.210
84	741160.000	6242836.370
85	740792.200	6242834.990
86	740777.000	6242826.270
87	740558.170	6242843.990
88	740884.990	6242838.370
89	740993.890	6242828.040
90	741088.660	6242832.210
91	741160.000	6242836.370
92	740792.200	6242834.990
93	740777.000	6242826.270
94	740558.170	6242843.990
95	740884.990	6242838.370
96	740993.890	6242828.040
97	741088.660	6242832.210
98	741160.000	6242836.370
99	740792.200	6242834.990
100	740777.000	6242826.270