

N.S.W. STAMP DUTY  
CL No. 1846333 COAL MINING LEAS  
1997 ... 1998 ... 1999 *Duralie*  
MINING LEASE *16. 4. 98.*

MINING ACT 1992

NO. 1427

DATE 6 April A.D. 1998

THE MINISTER FOR MINERAL RESOURCES  
OF THE STATE  
OF NEW SOUTH WALES  
TO

CIM Duralie Pty Ltd A.C.N. 008 703 311 and  
CIM Services Pty Ltd A.C.N. 070 387 978

RECORDED in the Department of Mineral  
Resources at Sydney, this  
*sixteenth* day of *April*  
A.D. 1998, at the hour of  
*9.00* o'clock in the *forenoon*.



for Director General

MINING ACT 1992

MINING LEASE

THIS DEED made the <sup>6<sup>th</sup></sup> day of **APRIL** One thousand nine hundred and ninety eight in pursuance of the provisions of the Mining Act 1992 (hereinafter called "the Act") BETWEEN THE HONOURABLE **Robert Douglas Martin MP**, 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 **CIM Duralie Pty Ltd, ACN 008 703 311 and CIM Services Pty Ltd, ACN 070 387 978**, (which with its successors and transferees is hereinafter called "the lease holder").

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 762.5 hectares and more particularly described and delineated in the plan Catalogue No. M26856R 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 **twenty one 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 Mineral Resources, Sydney; 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 to 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 Conditions of Authority herein and numbered:- **1 to 3 inclusive, 14, 15, 18 to 27 inclusive, 31, 32, 41, 43 to 51 inclusive and 54 to 69 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.

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 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 Regulations 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 this day and year first abovewritten.

SIGNED AND DELIVERED  
BY THE HONOURABLE  
ROBERT DOUGLAS MARTIN MP

*Robert Douglas Martin*

as such Minister as aforesaid

in the presence of

*[Signature]*  
Witness

SIGNED SEALED AND DELIVERED  
by the said:

CIM Duralie Pty Ltd  
A.C.N. 008 703 311



In the presence of

*[Signature]* C. Fanning

*L. Maudron*

Witness

and

CIM Services Pty Ltd  
A.C.N. 070 387 978



In the presence of

*[Signature]* C. Fanning

*L. Maudron*

Witness

**SCHEDULE OF**  
**CONDITIONS OF AUTHORITY - 1997**  
**(COAL)**

**EXTRACTION OF COAL**

- 1 The lease holder shall extract as large a percentage of the coal in the subject area as is practicable consistent with the provisions of the Coal Mines Regulations Act 1982 and the Regulations thereunder and shall comply with any direction given or which may be given in this regard by the Minister.

**MINING, REHABILITATION, ENVIRONMENTAL MANAGEMENT  
PROCESS (MREMP)**

**MINING OPERATIONS PLAN (MOP)**

- 2 (a) Mining operations, including mining purposes, must be conducted in accordance with a Mining Operations Plan (the Plan) approved by the Director General. The Plan together with environmental conditions of development consent and other approvals will form the basis for:
- (i) ongoing mining operations and environmental management; and
  - (ii) ongoing monitoring of the project.
- (b) The Plan must be prepared in accordance with the Director General's guidelines current at the time of lodgement.
- (c) An application for approval of a proposed Plan must be accompanied by a copy of the Plan and must be lodged with the Director General:
- (i) prior to the commencement of operations; and
  - (ii) subsequently as appropriate.
- (d) The Plan must present a schedule of proposed mine development for a period of up to seven (7) years and contain diagrams and documentation which identify:
- (i) area(s) proposed to be disturbed under the Plan;
  - (ii) mining and rehabilitation method(s) to be used and their sequence;
  - (iii) existing and proposed surface infrastructure;
  - (iv) progressive rehabilitation schedules;
  - (v) areas of particular environmental sensitivity;

- (vi) water management systems; and
- (vii) proposed resource recovery.
- (viii) handling and management of potential acid forming waste material, so as to control and prevent acid mine drainage.
- (e) Where the lease holder and/or the Director General is of the opinion that a Plan should be amended, the lease holder shall submit an amended Plan for approval.

### **ANNUAL ENVIRONMENTAL MANAGEMENT REPORT (AEMR)**

- 3 (a) Within twelve (12) months of the commencement of mining operations and thereafter annually or, at such other times as may be allowed by the Director General, the lease holder must lodge an Annual Environmental Management Report (AEMR) with the Director General.
- (b) The AEMR must be prepared in accordance with the Director General's guidelines current at the time of reporting and contain a review and forecast of performance for the preceding and ensuing twelve (12) months in terms of:
  - (i) the approved Mining Operations Plan;
  - (ii) development consent requirements and conditions; and
  - (iii) Environment Protection Authority licences and approvals;
  - (iv) any other statutory environmental requirements;
  - (v) details of any variations to environmental approvals applicable to the lease area.
- (c) After considering an AEMR the Director General may, by notice in writing, direct the lease holder to undertake operations, remedial actions or supplementary studies in such manner and within such period as may be specified in the notice to ensure that operations on the lease area are conducted in accordance with sound mining and environmental practice.
- (d) The lease holder shall, as and when directed by the Minister, co-operate with the Director General to conduct and facilitate review of the AEMR involving other government agencies.

## EXCAVATIONS

- 14 Operations shall be conducted in such a manner as not to cause any danger to persons or stock and the lease holder shall provide and maintain adequate protection to the satisfaction of the Minister around each shaft or excavation opened up or used by the lease holder.

## DUMPS

- 15 The lease holder shall comply with any direction, given or which may be given by the Inspector regarding the dumping, depositing or removal of material extracted as well as the stabilisation and revegetation of any dumps of coal, minerals, mine residues, tailings or overburden situated on the subject area or the associated colliery holding.

## MANAGEMENT AND REHABILITATION OF LANDS (GENERAL)

- 18 The lease holder shall not interfere in any way with any fences on or adjacent to the subject area unless with the prior written approval of the owner thereof or the Minister and subject to such conditions as the Minister may stipulate.
- 19 The lease holder shall observe any instruction given or which may be given by the Minister with a view to minimising or preventing public inconvenience or damage to public or private property.
- 20 If required to do so by the Minister and within such time as may be stipulated by the Minister the lease holder shall carry out to the satisfaction of the Minister surveys of structures, buildings and pipelines on adjacent landholdings to determine the effect of operations on any such structures, buildings and pipelines.
- 21 If so directed by the Minister the lease holder shall rehabilitate to the satisfaction of the Minister any lands within the subject area which may have been disturbed by the lease holder.
- 22 Upon completion of operations on the surface of the subject area or upon the expiry or sooner determination of this authority or any renewal thereof, the lease holder shall remove from such surface such buildings, machinery, plant, equipment, constructions and works as may be directed by the Minister and such surface shall be rehabilitated and left in a clean, tidy and safe condition to the satisfaction of the Minister.
- 23 If so directed by the Minister the lease holder shall rehabilitate to the satisfaction of the Minister and within such time as may be allowed by the Minister any lands within the subject area which may have been disturbed by mining or prospecting operations whether such operations were or were not carried out by the lease holder.
- 24 The lease holder shall take all precautions against causing outbreak of fire on the subject area.



- 25 The lease holder shall provide and maintain to the satisfaction of the Minister efficient means to prevent contamination or pollution of groundwater and to prevent contamination, pollution, erosion or siltation of any river, stream, creek, tributary, lake, dam, reservoir, watercourse or catchment area or any undue interference to fish or their environment and shall observe any instruction given or which may be given by the Minister with a view to preventing the contamination or pollution of groundwater and the contamination, pollution, erosion or siltation of any river, stream, creek, tributary, lake, dam, reservoir, watercourse or catchment area or any undue interference to fish or their environment.

## **BLASTING**

- 26 The lease holder shall monitor noise and vibration and institute controls, generally in accordance with the recommendations of Australian Standard AS-2187-1993 and ANZEC Guidelines.

### **(a) Ground Vibration**

The lease holder shall design all blasts on the basis that the ground vibration peak particle velocity generated by any blasting within the subject area, shall not exceed the levels in or conditions of the EPA Licence for the mine, at any dwelling or occupied premises not owned by the lease holder, the holder of an authority under the Mining Act, or not subject to a valid agreement with the lease holder, with respect to the effects of blasting.

### **(b) Blast Overpressure**

The lease holder shall design all blasts on the basis that the blast overpressure noise level generated by any blasting within the subject area, shall not exceed the levels in or conditions of the EPA Licence for the mine, at any dwelling or occupied premises not owned by the lease holder, the holder of an authority under the Mining Act, or not subject to a valid agreement with the lease holder, with respect to the effects of blasting.

## **TREES (PLANTING AND PROTECTION OF) FLORA AND FAUNA AND ARBOREAL SCREENS**

- 27 If so directed by the Minister, the lease holder shall ensure that operations are carried out in such manner so as to minimise disturbance to flora and fauna within the subject area.

## **ROADS**

- 31 The lease holder shall pay to **Great Lakes Council and Gloucester Council**, Department of Land and Water Conservation or the Chief Executive, Roads and Traffic Authority the cost incurred by such Council or Department or Chief Executive of making good any damage caused by operations carried on by or under the authority of the lease holder to any road adjoining or traversing the surface or the excepted surface or the excepted surface, as the case may be of the subject area.



- 32 In the event of operations being conducted on the surface of any road, track or firetrail traversing the subject area or in the event of such operations causing damage to or interference with any such road, track or firetrail the lease holder, at his own expense, shall if directed to do so by the Minister provide to the satisfaction of the Minister an alternate road, track or firetrail in a position as required by the Minister and shall allow free and uninterrupted access along such alternate road, track or firetrail and, if required to do so by the Minister, the lease holder shall upon completion of operations rehabilitate the surface of the original road, track or firetrail to a condition satisfactory to the Minister.

## TRANSMISSION LINES, COMMUNICATION LINES AND PIPELINES

- 41 The lease holder shall as far as is practicable so conduct operations as not to interfere with or impair the stability or efficiency of any transmission line, communication line or pipeline traversing the surface or the excepted surface of the subject area and shall comply with any direction given or which may be given by the Minister in this regard.

## ABORIGINAL PLACE OR RELIC

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

## LABOUR/EXPENDITURE

- 44 The lease holder shall during each year of the term of the authority:
- (a) ensure that at least [thirty one] 31 workers are efficiently employed on the subject area or
  - (b) expend on operations carried out in the course of prospecting or mining the subject area, an amount of not less than [five hundred and forty eight thousand dollars] (\$548,000).

## ADDITIONAL INFORMATION

- 45 The lease holder shall if directed by the Minister and within such time as the Minister may stipulate furnish to the Minister:
- (a) information regarding the ownership of the land within the subject area;
  - (b) information regarding the ownership of the coal within the subject area prior to 1st January, 1982;

- (c) an indemnity in a form approved by the Minister indemnifying the Crown and the Minister against any wrong payment effected as a result of incorrect information furnished by the lease holder;
- (d) information regarding the financial viability of the lease holder and operations within and associated with the subject area; and
- (e) information regarding shareholdings in the lease holder.

## SERVICE OF NOTICES

46 Within a period of three (3) months from the date of this authority or a period of three (3) months from the date of service of the notice of renewal, or within such further time as the Director General may allow the lease holder shall serve on each owner and occupier of the private land and on each occupier of the Crown land held under a pastoral lease within the subject area a notice in writing indicating that this authority has been granted or renewed and whether the authority includes the surface. The notice shall be accompanied by an adequate plan and description of the subject area.

If there are ten (10) or more owners or occupiers affected, the lease holder may serve the notice by publication in a newspaper circulating in the region where the subject area is situated. The notice shall indicate that this authority has been granted or renewed, state whether the authority includes the surface and shall contain an adequate plan and description of the subject area.

## INSPECTORS

- 47 (a) Where the Inspector is of the opinion that any condition of this authority relating to operations within the subject area, or any provision of the Mining Act, 1992, relating to operations within the subject area, are not being complied with by the lease holder, the Inspector may serve on the lease holder a notice stating that and give particulars of the reason why, and may in such notice direct the lease holder:
- (i) to cease operations within the subject area in contravention of that condition or Act; and
  - (ii) to carry out within the specified time works necessary to rectify or remedy the situation.
- (b) The lease holder shall comply with the directions contained in any notice served pursuant to sub paragraph (a) of this condition. The Director General may confirm, vary or revoke any such direction.
- (c) A notice referred to in this condition may be served on the Colliery Manager.

## INDEMNITIES

48 The lease holder shall indemnify and keep indemnified the Crown from and against all actions suits and claims and demands of whatsoever nature and all costs charges and expense which may be brought against the lease holder or which the

lease holder may incur 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 boundaries of the subject area or in connection with any of the operations notwithstanding that all other conditions of this authority 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 hereunder.

- 49 The lease holder shall save harmless the Crown from payment of compensation and from and against all claims, actions, suits or demands whatsoever in the event of any damage resulting from mining operations under or near the subject area.

### PROSPECTING (GENERAL)

- 50 (a) Where the lease holder desires to commence prospecting operations in the subject area the lease holder shall notify the Director General in writing and shall comply with such additional conditions as the Minister may impose including any condition requiring the lodgement of an additional bond of other form of security or rehabilitation of the area affected by such operations.
- (b) Where the lease holder notifies the Director General pursuant to sub paragraph (a) of this condition the lease holder shall furnish with that notification details of the type of prospecting methods that would be adopted and the extent and location of the area that would be affected by them.

### SECURITY DEPOSIT

- 51 (a) The lease holder shall, upon request by the Director General, lodge with the Minister the sum of **two hundred and fifty thousand dollars (\$250,000)** in accordance with Instructions for Manner of Lodgement of Security Deposits as security for the fulfilment of the obligations of the lease holder under this authority. In the event that the lease holder fails to fulfil any of the lease holder's obligations under this authority the said sum may be applied at the discretion of the Minister towards the cost of fulfilling such obligations. For the purposes of the clause a lease holder shall be deemed to have failed to fulfil the lease holder's obligations under this authority, if the lease holder fails to comply with any condition or provision of this authority, any provision of the Act or regulations made thereunder or any condition or direction imposed or given pursuant to a condition or provision of this authority or of any provision of the Act or regulations made thereunder.
- (b) The Minister may at any time after the commencement of this authority or any renewal thereof, vary the amount of security required in accordance with this condition.
- (c) Where the amount of security has been increased pursuant to Clause (b) hereof the lease holder shall, within two (2) months of being requested by the Minister, lodge a security for the amount of security required, in which case the Minister shall refund or release to the lease holder the security previously lodged.

## ROYALTY AT ADDITIONAL RATE

- 54 The lease holder shall during the term of this authority pay to the Minister royalty at the additional rate as prescribed by the Regulations for coal recovered by open cut mining methods from the area of the lease.

## SPECIAL CONDITIONS:

### DAM SAFETY

- 55 The lease holder shall submit detailed designs of the main waste water dam to the Dam Safety Committee prior to commencement of construction of the dam.

### STROUD TO TAREE TRANSMISSION LINE

- 56 The lease holder shall not commence mining until such time as a valid agreement has been entered into between the lease holder and Transgrid with respect to the protection of the Stroud to Taree 132 kV transmission line (96F).

### WATER MANAGEMENT

- 57 The lease holder shall ensure that all works for the management of clean water and dirty water are constructed to the satisfaction of the Department of Land and Water Conservation.
- 58 During rehabilitation of mining operations, the lease holder shall construct fish passages from Mammy Johnson's River to water storage dams considered suitable for aquatic life. These fish passages must be constructed in accordance with the requirements of NSW Fisheries.
- 59 During rehabilitation of mining operations, the lease holder shall restore stream bank vegetation around affected water bodies and stock all storage dams considered suitable for aquatic life with juvenile Australian Bass or other fish species, as directed by NSW Fisheries-.
- 60 Once the area has been rehabilitated, the lease holder shall make provision for public access for recreational purposes to appropriate areas.

### BLASTING

- 61 The lease holder shall not carry out blasting during the first year of excavation activities required for the opening of the box cut on the eastern flank of the operational area, unless the lease holder has developed blasting methodologies to the satisfaction of the Department of Mineral Resources

and Department of Land and Water Conservation, so as to minimise the risk of induced fracturing.

- 62 The lease holder shall not carry out blasting within 600 metres of the North Coast Railway, until such time as a detailed procedure plan for blasting has been approved by the Rail Access Corporation and the Department of Mineral Resources.
- 63 The lease holder shall monitor all blasts and record overpressure and peak particle velocity at the locations specified by the Environmental Protection Authority and the Department of Mineral Resources.

## REHABILITATION AND REMEDIAL WORKS

- 64 The lease holder shall carry out rehabilitation in accordance with the requirements of an approved Mining Operations Plan.
- 65 The lease holder shall ensure prompt and effective rehabilitation of all disturbed areas, in accordance with the requirements of the Department of Mineral Resources, so as to minimise the generation of wind erosion and dust.
- 66 If so directed by the Minister, the lease holder shall carry out any remedial work required to minimise or rectify any adverse impact on the environment, that can be proven to be the result of mining or mining related activities on this mining lease.
- 67 The lease holder shall comply with any direction which might be given by the Minister, with regard to the handling and management of potential acid forming waste material.

## BUFFER TO RIVER

- 68 The lease holder shall maintain an undisturbed buffer with a minimum width of 30 metres, between development works, including the rail diversion and the western bank of Mammy Johnson's River. This buffer shall be defined by a fence which must be erected prior to commencement of construction works.
- 69 The lease holder shall pay Rail Access Corporation the cost of making good any damage caused by operations carried on, by, or under the authority of the lease holder to any rail infrastructure of the subject area.