

ML 6674 Resource authority public report

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▼ Permit details

Permit ID:	ML 6674
Status:	Granted
Lodged date:	24/07/1979
Grant date:	19/02/1981
Commencement date:	01/03/1981
Expiry date:	28/02/2023
Plan/program expiry date:	28/02/2023
Current term:	21 years
Certificate of application:	01/10/1979
Mining notice issued:	16/06/2021
Work program type:	
Conditions:	Refer to Instrument of Lease inclusive of special conditions and annexure (amendment to special condition 3(a)) dated 4 February 2005. 01/11/17 Special Conditions imposed at grant no longer apply. There are no longer any special conditions attached to this permit.
Locality:	4 kilometres west of Yarraman
Remarks:	
Act permit granted under:	Mining Act 1968-1980
Act now administered under:	Mineral Resources Act 1989

▼ Holders

Authorised holder representative (AHR)

RUDDLE, Tony
PO Box 800 BRISBANE QLD 4001

Holders

	Holder name	Share %	Status	Held from	Held to	Authorised holder
*	TEC COAL PTY LTD GPO BOX 800 BRISBANE QLD 4001	100.000000000000	Current	29/02/2008		Yes
	RIO TINTO COAL AUSTRALIA PTY LIMITED	100.000000000000	Former	07/04/2004	29/02/2008	
	PACIFIC COAL PTY LTD	100.000000000000	Former	30/01/1980	07/04/2004	
	INVESTIGATOR COAL EXPLORATION PTY LTD	100.000000000000	Former	24/07/1979	30/01/1980	

Tenancy type: Sole Holder

▼ Area

Location:	View Map
Mining district:	Brisbane
Local authority:	South Burnett Regional Council, Toowoomba Regional Council
Area:	4267.0000 Hectares
Surface area:	2637.0000
Surface restricted area:	
Exclusions:	
Marked out date:	24/07/1979 00:15:00

Sub-blocks

No data available

Background land

Land identifier	Land usage	Compensation required	Finalised
AAP17150 (ASA4)	Permit	N	
Unnamed Road Reserves (ASA5)	Permit	Y	
Unnamed Road Reserves (ASA5)	Permit	Y	
Ridge Road (ASA5)	Permit	Y	
Ridge Road (ASA5)	Permit	Y	
289FTY1859 (ASA5)	Permit	Y	
289FTY1859 (ASA4)	Permit	Y	13/07/2016
Ridge Road (ASA4)	Permit	Y	19/04/2016
Tarong Yarraman Road (ASA4)	Permit	Y	19/04/2016
Unnamed Road Reserves (ASA4)	Permit	Y	19/04/2016
10FY2980 (ASA3)	Permit	N	21/01/2013
Ridge Road (ASA2)	Permit	Y	27/08/2007
Tarong Yarraman Road (ASA2)	Permit	Y	27/08/2007
Unnamed Road Reserve (ASA2)	Permit	Y	27/08/2007
289FTY1859 (ASA2)	Permit	Y	27/08/2007
10FY2980 (ASA2)	Permit	N	25/08/2006
Lewis Road	Permit	Y	11/09/2001
1SP181280	Permit	N	11/09/2001
11SP280476	Permit	N	11/09/2001
Nanango Neumgna Road	Permit	Y	11/09/2001
Nystrom Duffey Road	Permit	Y	11/09/2001
Tarong Power Station Road	Permit	Y	11/09/2001
Unnamed Road Reserves	Permit	Y	11/09/2001
LOT 10 ON FY2980	Permit	N	11/09/2001
LOT 111 ON FY817	Permit	N	11/09/2001
LOT 114 ON FY2298	Permit	Y	11/09/2001
LOT 161 ON FY2298	Permit	N	11/09/2001
LOT 2 ON RP169258	Permit	N	11/09/2001
LOT 2 ON RP176969	Permit	N	11/09/2001
LOT 3 ON RP176969	Permit	N	11/09/2001
LOT 451 ON CSH757	Permit	Y	11/09/2001

Survey plans

Plan No.	Description	Date received	Locality	Volume	Folio
MP40578	MEANDU	06/08/1981	TARONG	91	65
MP38519	Surface Area of ML6674. "Meandu"	30/04/2009	TARONG/NEUMGNA		
MP38751	MEANDU SURFACE AREA	16/10/2014	NEUMGNA, YARRAMAN, TARONG		
MP45343	SURFACE AREA OF ML6674	09/12/2016	NEUMGNA, YARRAMAN, TARONG		

Relinquishment details

No data available

Sub-blocks retained

No data available

Term history

Term	Date notice issued	Date lodged	Date approved	Date commenced	Date term ends	Term	Act granted under
1981 - 2002		24/07/1979	19/02/1981	01/03/1981	28/02/2002	21 years	Mining Act 1968-1980
2002 - 2023	28/02/2001	31/08/2001	13/02/2003	01/03/2002	28/02/2023	21 years	Mineral Resources Act 1989

Native title

Outcome	Process
No registered claimant	Right to Negotiate

Purpose and minerals

Minerals
Coal

Related permits

Previous permit number:	ML216NANA
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Financial**Rent details**

Area units:	4267
Rate/unit area:	\$64.80

▼ Activities

Activity name	Activity / Dealing No	Status	Date received	Expected completion	Date completed	Remarks
Additional surface area	345200	Under assessment	01/04/2021			
Drilling on surface not included in Mining Lease	140469	Approved	09/07/2015		10/06/2016	S237 Application approved for drilling on surface area not included on ML6674 for term of 1 year on Yarramann State Forest (L289 FY1859 – dealing no. 713331865). Approval and application does not include area over Tarong Yarraman Road.
Initial Development Plan		Closed	15/12/2014	02/03/2015	16/12/2014	ASA IDP RECOMMENDED FOR APPROVAL BY REGIONAL GEOLOGIST/TECH ASSESSMENT 15/12/2014 ASA IDP APPROVED BY RD CENTRAL 16/12/2014
Additional surface area	113533	Approved	12/12/2014		11/10/2016	MMOL Reference: 113533. ADD SA NO 4 (129.7 HECTARES) - HOLDER HAS MET WITH DSDIP & EHP RE APP: NOT EXPECTED TO TRIGGER RPI & MINOR (?) EA O/S FOR SSS, CMP, NT, LCT IDP approved 16/12/14, EA decision due 30/1/15, NT - S29 to be advertised 4/2/15 & Notification date 25/2/15 Applicant advised that issue with Clause 4 of EA - may amend EA / lodge new / request review. TBA COACPN issued 3/3/2015. Objs close 8/4/2015 OBJECTIONS RECEIVED: MR LESLIE WALTER SCHLOSS MR IVAN EDWIN FROHLOFF MR NEVILLE STACEY BRAND
Special Conditions		Requested	12/12/2014	01/11/2016		HOLDER REQUESTS CHANGE TO SPECIAL CONDITION 3(A) - PROGRESS AFTER ASA4 FINALISED. ALL CONDITIONS THAT APPLY TO ML 6674 WILL APPLY TO THE ADDITIONAL AREA AT GRANT. A REVIEW OF THE RELEVANCE AND CURRENCY OF ALL CONDITIONS ON THE ML WILL BE COMPLETED IN CONJUNCTION WITH THE REQUESTED CHANGE TO 3(A).
Additional Surface Area Appln		Closed	20/06/2011	31/03/2014	10/03/2014	ASA 3. AREA OF 1.933 HA WITHIN LOT 10 ON FY2980. DEHP ADVISE APPLICATION RECEIVED ON 6/07/12 TO HAVE SCL EXCLUDED FROM ASA. EHP ADVISED ON 23/10/12 THAT SCL FINALISED. LATER DEVELOPMENT PLAN APPROVED ON 1/11/2013. SENT VIA MECS FOR APPROVAL ON 27/11/13 - CTS 28998/13
Drill Etc Not On Surface Area		Closed	04/11/2009	31/08/2010	09/08/2010	SECTION 237 APPLICATION. APPLIES TO AREA OF LOT 289 ON FTY1859 (STATE FOREST) DIRECTLY TO EAST OF EXISTING SURFACE AREA. APPROVED ON 9/08/10, FOR A 5 YEAR PERIOD TO EXPIRE ON 8 AUGUST 2015. COPY OF NOTICE OF ENTRY REQUEST RECEIVED FROM HOLDER ON 26/08/10, TO ENTER LOT 289 ON FTY1859.
Drill Etc Not On Surface Area		Closed	14/08/2009	31/01/2010	02/02/2010	SECTION 237 APPLICATION TO DRILL ON STATE FOREST TO THE SOUTH OF THE EXISTING SURFACE AREA WITHIN LOT 289 ON FTY1859. SPECIAL CONDITIONS AS SET BY EPA APPLY. TERM 2/2/10 TO 7/05/10.
Additional Surface Area Appln		Closed	25/08/2006	31/10/2007	29/11/2007	ASA 2. AREA OF 37.237 HA LOT 10 ON FY2980, LOT 289 ON FTY1859 & ROAD RESERVES (UNNAMED ROAD, RIDGE ROAD, TARON-YARRAMAN ROAD). COMPLIES WITH THE PROVISIONS OF THE MINERAL RESOURCES ACT 1989. BRIEF TO SEEK APPROVAL FOR THE GRANT OF ADDITIONAL SURFACE AREA SENT TO THE MINISTER'S OFFICE ON 10-10-07.
Initial Development Plan		Closed	05/08/2005	28/02/2011	11/09/2006	IDP LODGED 5 AUG 2005 AMENDED IDP LODGED WITH ASA APPLICATION 25 AUG 2006 APPROVED BY RM SOUTHER REGION 11 SEP 2006 TERM TO EXPIRE 28 FEB 2011

Activity name	Activity / Dealing No	Status	Date received	Expected completion	Date completed	Remarks
Variation Special Conditions		Closed	03/02/2005	31/03/2005	28/07/2005	VARIATION OF SPECIAL CONDITION APPROVED BY GOVERNOR IN COUNCIL ON 3/2/05 WAS RESCINDED AND A VARIATION OF CONDITION TO ALLOW MINING FROM ANY AREA OF THE MINING LEASE FOR WHICH SURFACE AREA RIGHTS UNDER THE MINING LEASE ARE HELD TO MINE 190,000,000 TONNES OF COAL.
Variation Special Conditions		Closed	30/04/2004	25/01/2005	03/02/2005	VARY SPECIAL CONDITION 3(A) FROM 110 MILLION TONNES TO 190 MILLION TONNES.
Change of holder name	1001928	Closed	07/04/2004	07/04/2004	07/04/2004	Changed name from PACIFIC COAL PTY LTD to RIO TINTO COAL AUSTRALIA PTY LIMITED
Additional Surface Area Appln		Closed	05/06/1986	05/06/1986	05/06/1986	ASA 1. APPROVAL GIVEN BY THE GOVERNOR IN COUNCIL (EXECUTIVE MINUTE 2227) THAT AN EXTENSION OF THE SURFACE AREA OF 160.01 HECTARES WITHIN ML6674 (ML216NANA)



QUEENSLAND

Mining Act 1968-1976
(Reg. 62)

MINING LEASE

ML6674

Formerly

No. 216

Reg. Nanango

Vol. 91

Fol. 65

Mining District: Nanango
 County: Cavendish and Fitzroy
 Parish: Cooyar, Tarong and Neumgna
 Area: 4267 ha
 Date of Lease: - 1 APR 1982

ELIZABETH THE SECOND,
 by the Grace of God, Queen
 of Australia, and Her other
 Realms and Territories, Head
 of the Commonwealth.

To All to whom these Presents shall come, Greeting:

WHEREAS in conformity with the provisions of Acts of Parliament of Our State of Queensland called the Mining Act 1968-1976 and the Petroleum Act 1923-1976

INVESTIGATOR COAL EXPLORATION PTY. LIMITED

of Our said State made application to Us for a Lease of the Crown, Private and Reserve Land in Our said State described in the Second Schedule hereinafter written for the purpose of mining for Coal

AND WHEREAS We have consented to grant a Lease of the said land for the purposes aforesaid for the term hereinafter mentioned at the yearly rent of Forty-two thousand six hundred and seventy dollars

and under and subject to the covenants and conditions hereinafter mentioned and to the terms conditions exceptions reservations and provisos in the said Acts and the Regulations made thereunder and in any other Acts affecting such covenants terms and conditions exceptions reservations and provisos: NOW KNOW YE that in consideration of the premises and of the sum of Thirty-five thousand five hundred and fifty-eight dollars thirty-three cents

paid to the Treasurer for the time being of Our said State before the issue hereof as and for the rent of the said Land to the Thirty-first day of December 1981 AND ALSO in consideration of the Yearly Rent covenants provisos and agreements hereinafter reserved and contained on the part of the said

INVESTIGATOR COAL EXPLORATION PTY. LIMITED

its successors

and permitted assigns to be paid observed and performed WE DO HEREBY for Us Our Heirs and Successors demise and lease unto the said

INVESTIGATOR COAL EXPLORATION PTY. LIMITED

its successors

and permitted assigns (hereinafter designated the Lessee) all that parcel of Crown, Private and Reserve Land situated in the Mining District and particularly described in the Second Schedule hereinafter written for the purpose aforesaid saving reserving and excepting always unto Us Our Heirs and Successors and unto the Minister for Mines of Our said State and to any and every person or persons hereinafter appointed by him in that behalf liberty at all times during the continuance of this demise to enter into and upon the Land hereby demised and all Mines and Works therein or thereon in order to view and examine the condition thereof and for that purpose to make use of all or any railways tramways or roads or every and all machinery upon the said Land or belonging to the said Mines and also to use or make any levels drifts or passages requisite for the purpose of any such inspection TO HAVE AND TO HOLD the said Land and Mines and all and singular other the premises herebefore mentioned and hereby demised with the appurtenances unto the Lessee for the full term of twenty-one years from the First day of March, 1981 which said term shall be renewable for further periods if not exceeding Twenty-one years on the same terms as may be in force with regard to Mining Leases at the time of such renewals reserving saving and excepting unto Us Our Heirs and Successors all petroleum found in the Land Herein demised YIELDING AND PAYING unto Us Our Heirs and Successors in each and every year during the continuance of this Lease in advance prior to the First day of January into the hands of Our Treasurer for the time being at the Treasury in Brisbane in Our said State the Yearly Rent or Sum of Forty-two thousand six hundred and seventy dollars

Form No. 24

DUPLICATE LEASE PREPARED
 14 FEB 2003

AND WE DO HEREBY ALSO RESERVE unto Us Our Heirs and Successors and to such persons as shall from time to time be duly authorised by Us in that behalf during the term of the said Lease the free right and privilege of access including ingress egress and regress into upon over and out of the said Land for the purpose of searching for and for the operations of obtaining petroleum in any part of the said Land PROVIDED ALWAYS THAT these Presents are granted upon the following covenants that is to say—

The Lessee shall:

- (i) pay the rental hereby reserved;
- (ii) use the said Land continuously and bona fide for the purpose for which it is demised and in accordance with the said Acts;
- (iii) continuously and bona fide work the said land by carrying on mining operations thereon for the purpose for which it is hereby demised with reasonable diligence and skill;
- (iv) perform, subject to any exemption or partial exemption therefrom under the *Mining Act* 1968-1976 the labour conditions in accordance with the provisions of that Act;
- (v) perform such work as determined by the Governor in Council to be a Condition hereinafter expressed;
- (vi) not assign, transfer, sublet or part with possession of the land demised, or any part thereof, except with the consent of the Minister first had and obtained;
- (vii) furnish as prescribed all prescribed returns;
- (viii) rehabilitate and resoil the surface of the land demised by the restoration of such surface, as nearly as may be to its state and condition prior to the commencement of mining operations or to such other state or condition as has been determined by the Governor in Council;
- (ix) not obstruct or interfere with any right of access which exists or at any time comes into existence in respect of the mining tenement that is subject to the mining lease for so long as such right is exercised;
- (x) conduct mining on the tenement by such method or in such manner as having been determined by the Governor in Council, is provided for in the lease;

And Provided Further That these Presents are granted upon the following conditions that is to say—

If the lessee commits a breach of any of the covenants in this lease on the part of the lessee, to be observed and performed the Minister may, subject to the provisions of the *Mining Act* 1968-1976 either forfeit such lease or impose on the lessee a penalty not exceeding two thousand dollars and in default of payment of such penalty by the lessee within the time specified the Minister may forfeit such lease;

AND ALSO shall permit and suffer all or any person or persons appointed by the Minister for Mines for the time being of Our said State in that behalf and the Warden of the Mining District for the time being within which the Lands hereby demised are situate at all proper and reasonable times during the continuance of this demise and whether the Mines are working or not without any interruption or disturbance from the Lessee his agents servants or workmen or any of them to enter into and upon the said land Mines and all works and buildings connected therewith or any part thereof to view and examine condition thereof and whether the said Mine or Mines is or are worked bona fide for the purposes aforesaid and for that purpose to use all and every the tramways railways roads or ways and all or any of the machinery and works in and upon the said LAND AND ALSO shall observe such further special conditions as are particularly described in the First Schedule hereinafter written AND these Presents are upon this further condition that for any breach of any of the covenants herein contained the Minister may either forfeit the Lease or in his discretion impose upon the Lessee a fine not exceeding two thousand dollars and on non-payment of any such fine may forfeit the Lease AND upon any forfeiture of this Lease or in case the term hereby granted shall have expired possession of the Lands hereby demised shall and may be taken on Our behalf in the manner prescribed by Section 40 of the *Mining Act* 1968-1976 AND ALSO upon any forfeiture or other determination of the said Lease so much of all the mining plant machinery equipment and other improvements whatsoever in or upon the said Land vested in Us under Section 41 of the *Mining Act* 1968-1976 consisting of the plant machinery equipment or other removable improvements then in or upon the said Land excepting covering fencing casing lining timbering ladders platforms stacked earth or other material or other improvements required to keep open and protected any shaft level drive or other excavation and which has not been removed or disposed of by the Lessee as provided by the said lastmentioned Section may on Our behalf be sold by public auction at the risk of the Lessee and the proceeds of such sale applied paid or vested in Us as the case may be in the manner respectively provided by such Section.

FIRST SCHEDULE SPECIAL CONDITIONS

Subject to all covenants and conditions applying to all Mining Leases, except where such are varied by the special covenant specified in Part I of the accompanying Schedule, and subject to the special conditions specified in Part II of the accompanying schedule.

PART I - SPECIAL COVENANT

"The Lease contain a covenant to continuously carry out in or on the Lease -

- (a) mine planning development and supply of equipment; and/or
- (b) mining and winning and/or treatment of coal

on a scale so that not less than five hundred thousand dollars (\$500,000.00) shall be expended each and every year on such mine planning development and supply of equipment; and/or mining and winning and/or treatment of coal and every year of the term of the Lease; and pursuant to the provisions of Section 30(4) of the Mining Act 1968-1980, such expenditure shall be considered to be sufficient compliance with the provisions of Sections 30 (2A) and (2B) of the Mining Act 1968-1980."

PART II - SPECIAL CONDITIONS

1. Where in these special conditions the term "approved" is used it shall be read and construed as meaning "approved by the Minister in writing".
2. The following special conditions shall be complied with by the Lessee unless varied by the Governor in Council under Section 32A of the Mining Act 1968-1980, and then the Lessee shall comply with these special conditions as so varied.
3. During the term of this Mining Lease and any renewal thereof the Lessee -
 - (a) shall mine from the mining lease area and sell to the State or any of its instrumentalities or authorities at a mutually agreed price quantities of coal equivalent to up to one hundred and ten million (110,000,000) tonnes at a gross heat value of 19.38 GJ/tonne as required by the State or any of its instrumentalities or authorities:

Provided that should the State or any of its instrumentalities or authorities and the Lessee fail to mutually agree as to the price for such coal, the matter shall be resolved by application of the provisions of the Coal Industry (Control) Act, 1948-1978;
 - (b) may not mine from the mining lease area other quantities of coal unless duly authorised in that behalf by the Governor in Council.
4. The State shall have the right to carry out investigations including drilling on the Lease to ascertain the nature and extent of the mineral and other resources of the lands comprised therein including coal PROVIDED THAT such investigations shall be conducted in a manner which does not interfere with the operations of the Lessee and PROVIDED FURTHER that the State shall give the Lessee not less than sixty (60) days prior written notice of its intention to carry out such investigations.
5. The Lessee shall conduct all operations on the Lease area in accordance with good mining practices as practised in Queensland for the time being and shall not damage more than is necessary the State's resources including petroleum, coal, other minerals, the surface of the land, flora and fauna.
6. The Lessee shall ensure that adequate dust control procedures are employed during mining, treatment, loading and transportation of coal to minimise any adverse effect on the environment. In particular, stockpiles are to be arranged to minimise exposure to the prevailing winds and adequate dust suppression installed at coal preparation and handling facilities.

7. The Lessee shall not use explosives on the Lease area except in circumstances and to a plan approved by the Chief Inspector of Coal Mines.
8. Water sources, including streams, watercourses, wells, springs and water tables within the Lease or in the vicinity thereof shall not be interfered with except in accordance with terms approved by the Water Resources Commission.
9. The Lessee shall not interfere with any right of way (whether for the purpose of moving stock or otherwise) reserved by the Minister when he granted such possession, except in accordance with a plan approved either by the Minister or the Governor in Council.
10. The Lessee shall take all necessary precautions to restrict the entry of stock on to the Lease area but it shall not be necessary for this purpose to fence such surface areas as are to be used for roadways, power transmission lines or water pipelines.
11. Overburden is to be backfilled progressively as coal is extracted. Where mining of the seam has been completed the exposed coal seam shall be covered with inert material to prevent fire hazard. The sides of all final cuts shall be battered to a safe angle or securely fenced. All depressions shall be effectually drained unless such depressions are to be used for ponding of water.

All dry land areas affected by mining operations other than that used for roadways or other mining facilities are to be progressively contoured to blend with the natural landscape, planted with grasses and trees suited to the climate and maintained by the Lessee until established.

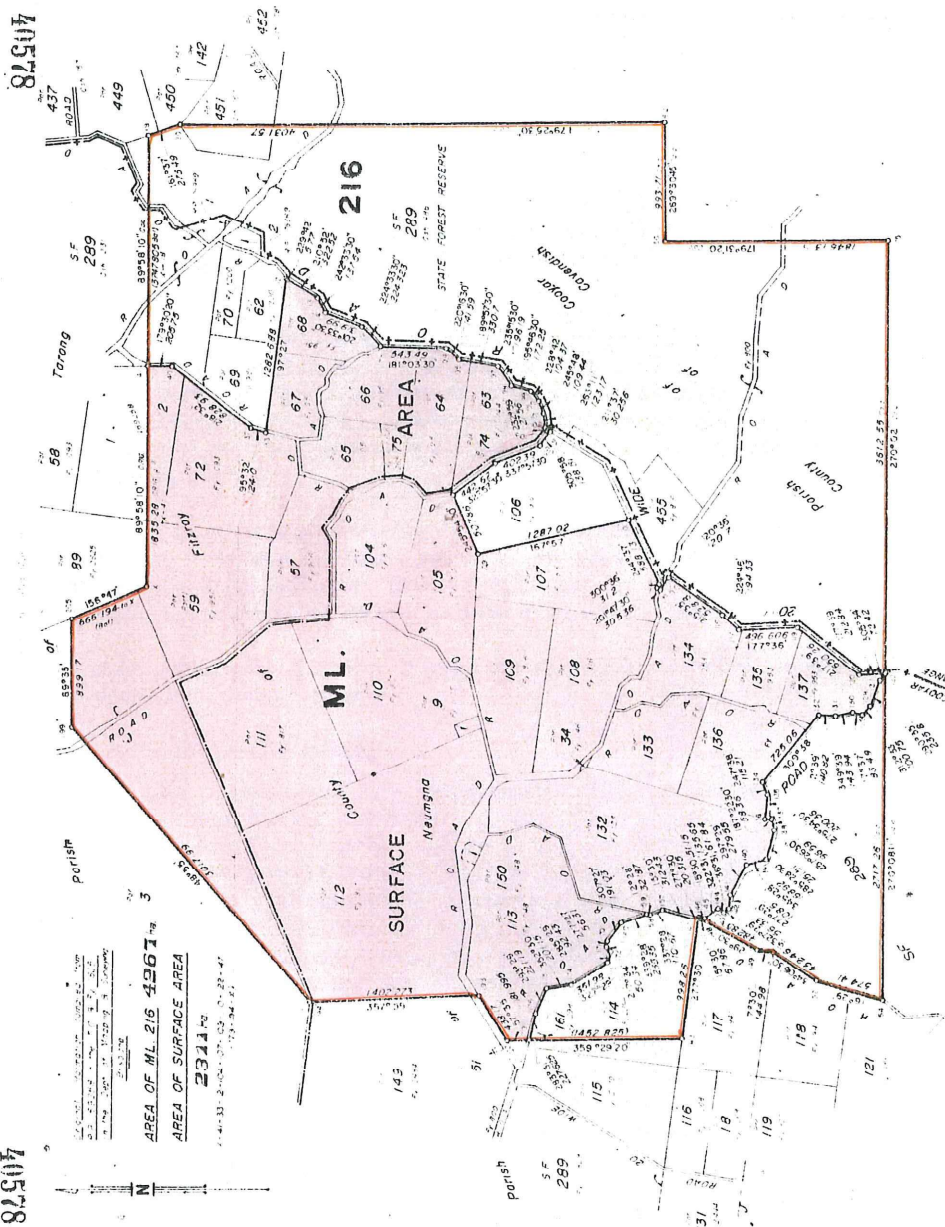
Final surface contours in respect of open cut rehabilitation shall conform to a plan approved by the Minister.

12. In respect of underground mining -

- (a) The Lessee shall take steps to ensure that persons responsible for the design of underground mining operations and those engaged in the management of an underground mine within this Mining Lease area are in possession of all information with respect to disused mine workings, the occurrence of flammable and noxious gas, rock or strata containing water, moss, peat, sand, gravel, silt or any other material likely to flow when wet.
 - (b) Mining beneath and within a 35 degree angle of draw of surface features including watercourses, roads, railways, pipelines, power transmission towers and other structures shall be carried out in accordance with a plan approved by the Minister.
13. Nothing in these covenants shall be read or interpreted to detract from the general provisions of the Coal Mining Act and the Mining Act.
14. The covenants of this Lease regarding expenditure on works and operations shall not apply, if and to the extent that the Lessee is prevented from performing them by circumstances beyond its control, including Act of God, floods, storms, tempest, war, riots, civil commotion, strikes, lockouts, shortages of labour, transport, power or essential materials, breakdown of plant or machinery over or in respect of which the Lessee has no control or inability in the opinion of the Governor in Council to profitably sell the coal.

15. Where a bond is deposited with the Minister as security required pursuant to Section 29(1) of the Mining Act 1968-1980, the Lessee, his executors, administrators and assigns shall maintain the bond in existence throughout the duration of the Lease and shall lodge with the Minister evidence of the last renewal of the bond within one (1) month after each renewal thereof.

40578



NOTE THIS PLAN IS ONE OF 5 SHEETS
40578.

82578

SHEET 1 of 5

ML. 216 8 SURFACE AREA
OF ML. 216
OF COOYAR / TARONG, NEUMGNA
OF Cavendish / Fitzroy

SECOND SCHEDULE

Name of Mining Lease: "Meandu"

Surface Area: Part (2311 ha)

Description by survey of the land demised as shown on the diagram and plan Catalogue Number 40578 held at the Department of Mines, Brisbane Subject to Section 44 of the Act.

For diagram see annexure A

IN TESTIMONY WHEREOF, We have caused this Our Lease to be Sealed with the Seal of Our said State.



WITNESS Our Trusty and Well-beloved His Excellency Commodore
SIR JAMES MAXWELL RAMSAY, Knight Commander of the
Most Distinguished Order of Saint Michael and Saint George,
Commander of the Most Excellent Order of the British
Empire, upon whom has been conferred the Decoration of
the Distinguished Service Cross, and Commodore in the Royal
Australian Navy (Retired), Governor in and over the State
of Queensland and its Dependencies in the Commonwealth of
Australia, at Government House, Brisbane, in Queensland
aforesaid, this *first* day of
April in the *thirty-first* year of
Our Reign, and in the year of Our Lord one thousand nine
hundred and *eighty-two*.

(Sgd.) J. M. RAMSAY

ENDORSEMENTS

This is to certify that PACIFIC COAL PTY
LIMITED has been

recorded as the lessee of the within written
lease, the name of the Company INVESTIGATOR
COAL EXPL. PTY. LTD.

having been changed to PACIFIC COAL
PTY. LIMITED

Date of Minister's Approval: 30th January 1980

[Signature]
Under Secretary

1st April 1982

ENDORSEMENTS

This is to certify that PACIFIC COAL PTY
LIMITED has been

recorded as the lessee of the within written
lease, the name of the Company INVESTIGATOR
COAL EXPL. PTY. LTD.

having been changed to PACIFIC COAL
PTY. LIMITED

Date of Minister's Approval: 30th January 1980

[Signature]
Under Secretary

1st April 1982

MORTGAGE NO. 1/1982

REGISTERED AT THE WARDEN'S OFFICE,
NANANGO, THIS 15TH DAY

OF JUNE 1982

WARDEN

Released on the 12th day
of MARCH 1991
Mining Registrar

MORTGAGE NO. 2/1982

REGISTERED AT THE WARDEN'S OFFICE,
NANANGO, THIS 15TH DAY

OF JUNE 1982

WARDEN

Released on the 12th day
of MARCH 1991
Mining Registrar

Mortgage of the 1/1985
Registered at the Warden's Office,

16TH
APRIL 1985

[Signature]
WARDEN

Released on the 12th day
of MARCH 1991
Mining Registrar

Mortgage of the 2/1985
Registered at the Warden's Office,

16TH
APRIL 1985

[Signature]
WARDEN

Released on the 12th day
of MARCH 1991
Mining Registrar

Annexed to the Original Instrument of Lease of Mining Lease Number 6674 for the purpose of recording memorials.

Dated at Brisbane this 20th day of January, 1994.

J. Cobb

for Director-General

Pursuant to the provisions of Section 7.49 of the Mineral Resources Act, 1989 the Governor in Council on the 27th of May, 1993 approved that the special conditions to which this lease is presently subject, be varied in accordance with the special conditions in the accompanying Schedule, the agreement of the Lessee to such variation having been obtained.

SCHEDULE

Special Condition 3(c) - may dispose of tailings by the sale to interested parties up to a limit of 25 000 tonnes per year.

Dated at Brisbane this 20th day of January, 1994.

J. Cobb

for Minister

This is to certify that this is a "Duplicate Instrument of Mining Lease".

Reason for issue: Original Lost or Destroyed

Date of Approval: 14th February, 2003

Date of Issue: 14th February, 2003

J. Cobb

for Minister

Pursuant to the provisions of Section 286 of the Mineral Resources Act, 1989 the Governor in Council on the 13th day of February, 2003 renewed the within lease for a term of Twenty-one years, commencing on the First day of March, 2002 subject to the conditions prescribed by the Mineral Resources Act, 1989.

Dated at Brisbane this 14th day of February, 2003.

J. Cobb

for Minister

This is to certify that RIO TINTO COAL AUSTRALIA PTY LIMITED has been recorded as the holder of 100% interest of the within written lease/claim, the name of the Company PACIFIC COAL PTY LIMITED having been changed to RIO TINTO COAL AUSTRALIA PTY LIMITED Date Recorded: 14 APRIL 2004

J. Cobb
Mining Registrar

Annexed to the Original Instrument of Lease of Mining Lease Number 6674 for the purpose of recording memorials.

Dated at Brisbane this 4th day of February, 2005.



for Director-General

Pursuant to the provisions of Section 294 of the Mineral Resources Act 1989, the Governor in Council on the 3rd day of February, 2005 approved that the Special Conditions to which this Lease is presently subject be varied as set out below, the agreement of the Lessee to such variation having been obtained.

In Special Condition 3(a):-

Delete - "shall mine from the mining lease area and sell to the State or any of its instrumentalities or authorities at a mutually agreed price quantities of coal equivalent to up to one hundred and ten million (110,000,000) tonnes at a gross heat value of 19.38 GJ/tonne as required by the State or any of its instrumentalities or authorities:

Provided that should the State or any of its instrumentalities or authorities and the Lessee fail to mutually agree as to the price for such coal, the matter shall be resolved by application of the provisions of the Coal Industry (Control) Act, 1948-1978;"

and insert in lieu thereof the following - "shall mine from the mining lease area and sell to the State or any of its instrumentalities or authorities at a mutually agreed price quantities of coal equivalent to up to one hundred and ninety million (190,000,000) tonnes at a gross heat value of 19.38 GJ/tonne as required by the State or any of its instrumentalities or authorities:

Provided that should the State or any of its instrumentalities or authorities and the Lessee fail to mutually agree as to the price for such coal, the matter shall be resolved by application of the provisions of the Coal Industry (Control) Act, 1948-1978;"



for Minister

Annexed to the Original Instrument of Lease of Mining Lease Number 6674 for the purpose of recording memorials.

Dated at Brisbane this 3rd day of March 2008.

Pursuant to section 300 of the *Mineral Resources Act 1989* (the Act), TEC Coal Pty Ltd (100%) has been registered as the current holder of Mining Lease

Rio Tinto Coal Australia Pty Limited assigned 100% interest to TEC Coal Pty Ltd.


for Minister



DUPLICATE INSTRUMENT OF LEASE

This is to certify that this is a Duplicate Instrument of Lease of Mining Lease 6674

Reason for issue: Original Lost or Destroyed
Date of Approval: 6 April 2011
Date of Issue: 6 April 2011

for Minister

