

Instrument of Variation

Mining Lease 1464 (1992)

I, **JAMIE TRIPODI, Executive Director Assessments & Systems**, Mining Exploration and Geoscience in the Department of Regional NSW, with the delegated authority of the Minister under section 261B and clause 12 of Schedule 1B of the *Mining Act 1992* (the Act), **vary** the conditions of mining lease **ML 1464 (1992)** as described in Schedule A.

The conditions of **ML 1464 (1992)**, as varied, are set out in Schedule B.

The variation takes effect on 17 October 2022.



JAMIE TRIPODI

Executive Director Assessments & Systems

As delegate for the Minister administering the *Mining Act 1992*

Delegation date: 14 May 2018

Dated: 24 August 2022

Schedule A

Condition	Variation	New Condition
	Definitions of 'Department', 'Environment' 'Environmental incident notifications and reports' and 'Harm to the environment' omitted as no longer used.	N/A
1	Extraction of Coal	Condition omitted
2	Mining, Rehabilitation, Environmental Management Process (MREMP) Mining Operations Plan (MOP)	Condition omitted
3	Annual Environmental Management Report (AEMR)	Condition omitted
14	Shafts, Drifts, Adits	Condition omitted
15	Dumps	Condition omitted
16	Dumps	Condition omitted
17	Dust	Condition omitted
18	Management and Rehabilitation of Lands (General)	Condition omitted
19	Management and Rehabilitation of Lands (General)	Condition omitted
20	Management and Rehabilitation of Lands (General)	Condition omitted
21	Management and Rehabilitation of Lands (General)	Condition omitted
22	Management and Rehabilitation of Lands (General)	Condition omitted
23	Management and Rehabilitation of Lands (General)	Condition omitted
24	Management and Rehabilitation of Lands (General)	Condition omitted
25	Management and Rehabilitation of Lands (General)	Condition omitted
26	Blasting	Condition omitted
27	Trees (Planting and Protection of) Flora and Fauna and Arboreal Screens	Condition omitted
29	Trees (Planting and Protection of) Flora and	Condition omitted

Fauna and Arboreal Screens			
30	Soil Erosion	Condition omitted	N/A
31	Roads	Condition omitted	N/A
32	Roads	Condition omitted	N/A
33	Catchment Areas	Condition omitted	N/A
41	Transmission Lines, Communication Lines and Pipelines	Condition omitted	N/A
45	Additional Information	Condition omitted	N/A
46	Service of Notices	Wording amended to modernise the condition	1. Notice to Landholders – see Schedule B
47	Inspectors	Condition omitted	N/A
48	Indemnities	Condition omitted	N/A
49	Indemnities	Condition omitted	N/A
50	Prospecting (General)	Condition omitted	N/A
51	Security Deposit	Condition amended to modernise the wording. Condition has been re-numbered due to omission of other conditions.	2. Group Security– see Schedule B
54	Royalty at Additional Rate	Condition omitted	N/A
55	Subsidence Management	Condition omitted	N/A
N/A		New condition attached	3. Cooperation Agreement – see Schedule B
N/A		New condition attached	4. Assessable Prospecting Operations– see Schedule B
SPECIAL CONDITIONS			
43	Aboriginal Place or Relic	Condition has been re-numbered due to omission of other conditions.	5. Aboriginal Place or Relic – see Schedule B

Schedule B

Mining Lease Conditions

(Version as at February 2022)

Definitions

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

Term	Definition
Act	means the <i>Mining Act 1992</i> .
Landholder	for the purposes of these conditions: <ul style="list-style-type: none">• does not include a secondary landholder• includes, in the case of exempted areas, the controlling body for the exempted area.
Minister	means the Minister administering the Act.

Note:

1. The rights and duties of the Lease Holder(s) are those prescribed by the *Mining Act 1992* and the Mining Regulation 2016, subject to the terms and conditions of this mining lease.
2. This mining lease does not override any obligation on the lease holder(s) to comply with the requirements of other legislation and regulatory instruments which may apply (including all relevant development approvals) unless specifically provided under the *Mining Act 1992* or other legislation or regulatory instruments.

MINING LEASE CONDITIONS

Standard conditions

See Mining Regulation 2016, Schedule 8A, Part 2.

NOTE TO HOLDERS: The prescribed standard conditions in the Mining Regulation 2016, Schedule 8A, Part 2 apply in addition to the conditions in this Schedule 2 (but have not been replicated in this mining lease). The conditions imposed by the Mining Regulation 2016 prevail to the extent of any inconsistency with the conditions in this Schedule 2.

General conditions

1. Notice to Landholders

- (a) Within 90 days from the date of grant or renewal of this mining lease, the lease holder must give each landholder notice in writing:
- (i) that this mining lease has been granted or renewed; and
 - (ii) whether the lease includes the surface.

The notice must include a plan identifying the lease area and each landholder and individual land parcel within the lease area.

- (b) If there are ten or more landholders to which notice must be given, the lease holder will be taken to have complied with condition 1(a) if a notice complying with condition 1(a) is published in a newspaper circulating in the region where the lease area is situated.

2. Group Security

The security deposit to be provided and maintained for this mining lease is part of a group security deposit.

The lease holder is required to provide and maintain a security deposit to secure funding for the fulfilment of obligations under the mining leases covered by the group security deposit, including obligations under each mining lease that may arise in the future.

The amount of the security deposit to be provided as a group security deposit has been assessed at **\$605,000**.

The leases covered by the group security include this **ML 1464 (1992)** and:

Lease type	Lease Number	Act Year
ML	1471	1992

3. Cooperation Agreement

The lease holder must make every reasonable attempt, and be able to demonstrate its attempts to the satisfaction of the Secretary, to enter into a cooperation agreement with the holder(s) of any overlapping authorisations issued under the *Mining Act 1992* and petroleum titles issued under the *Petroleum (Onshore) Act 1991*. The cooperation agreement should address but not be limited to:

- access arrangements
- operational interaction procedures
- dispute resolution
- information exchange
- well location
- timing of drilling
- potential resource extraction conflicts; and
- rehabilitation issues.

4. Assessable Prospecting Operations

- (a) The lease holder must not carry out any assessable prospecting operation on land over which this lease has been granted unless:
- (i) it is carried out in accordance with any necessary development consent; or
 - (ii) if development consent is not required, the prior written approval of the Minister has been obtained.
- (b) The Minister may require the lease holder to provide such information as required to assist the Minister to consider an application for approval.
- (c) An approval granted by the Minister under this condition may be granted subject to terms.
- (d) The lease holder must comply with the approval granted to the holder under this condition.

Special conditions

5. Aboriginal Place or Relic

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 every precaution in drilling, excavating or disturbing the land against any such destruction, defacement or damage.

Exploration Reporting

Note: Exploration Reports (Geological and Geophysical)

The lease holder must lodge reports in accordance with the requirements in section 163C of the Mining Act 1992 and clauses 59, 60 and 61 of the Mining Regulation 2016 as well as any further requirements issued by the Secretary under clause 62 of the Mining Regulation.

Guidelines for the structure, content and data format requirements for reports are set out in the Exploration Reporting: A guide for reporting on exploration and prospecting in New South Wales.

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MINING LEASE

MINING ACT 1992

NO. 1464

DATED 21/12/A.D. 1999

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

Whitehaven Coal Mining Pty Limited
A.C.N. 086 426 253

RECORDED in the Department of Mineral
Resources at Sydney, this
Ninth day of January
A.D. 2000, at the hour of two thirty
o'clock in the afternoon.



.....
for Director General

N.S.W. STAMP DUTY
COAL MINING LEASE
CL No. 1846988
1997 ... 1998 ... 1999

MINING ACT 1992

MINING LEASE

THIS DEED made the *twenty-first* day of *December, one thousand*
nine hundred & ninety nine in pursuance of the provisions of the Mining Act 1992 (hereinafter called "the Act") BETWEEN THE HONOURABLE EDWARD OBEID, 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 **Whitehaven Coal Mining Pty Limited, A.C.N. 086 426 253** (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 **31.24 hectares** and more particularly described and delineated in the plan **Catalogue No. M26891** attached for the purpose of prospecting and mining for coal.

TO HOLD the said land together with any appurtenances thereon subject to:

- (a) such rights and interests as may be lawfully subsisting therein or which may be reserved by the Act at the date of this Deed; and
- (b) such conditions, provisos and stipulations as are contained in this Deed UNTO the lease holder from and including the date of this Deed for the period of **21 years** for the purpose as stated and for no other purpose.

1 THAT in this lease except insofar as the context otherwise indicates or requires:

- (a) any reference to an Act includes that Act and any Act amending or in substitution for the same; "Director General" means the person for the time being holding office or acting as Director General, Department of 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 to 27 inclusive, 29 to 33 inclusive, 41, 43 to 51 inclusive, and 54 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.

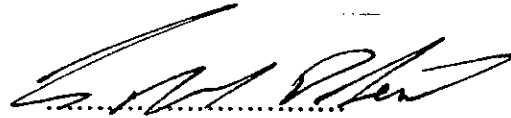
(c) THAT no implied covenant for title or for quiet enjoyment shall be contained herein.

(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.

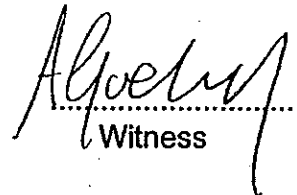
IN WITNESS WHEREOF the parties hereto have executed this Deed this day and year first abovewritten.

SIGNED AND DELIVERED
BY THE HONOURABLE
EDWARD OBEID,




as such Minister as aforesaid

in the presence of

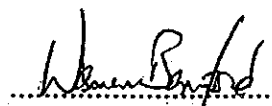

Witness

SIGNED SEALED AND DELIVERED
by the said

Whitehaven Coal Mining Pty Limited
A.C.N. 086 426 253


DIRECTOR.

in the presence of


Witness SECRETARY