

**INSTRUMENT OF RENEWAL**

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**LEASE:** Consolidated Mining Lease No 7 (Act 1973)

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**HOLDER:** Broken Hill Operations Pty Ltd

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**DATE OF LEASE:** 8 October 1987

**EXPIRY DATE OF LEASE:** 31 December 2005

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**PERIOD OF RENEWAL UNTIL:** 31 December 2026

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**AREA:** 342.66 hectares  
*AS SHOWN BY PLAN NO D6199*

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**DEPTH RESTRICTION:** Various as shown on Plan No D6199 R

**SURFACE EXCEPTION:** Various as shown on Plan No D6199 R

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**MINERALS:** Antimony, arsenic, barite, beryllium minerals, bismuth, cadmium, calcite, clay/shale, cobalt, copper, dimension stone, feldspathic materials, fluorite, garnet, germanium, gold, graphite, iron minerals, lead, limestone, manganese, mercury, molybdenite, nickel, selenium, silver, structural clay, sulphur, tin, tourmaline, tungsten and its ores, vanadium, zinc.

And those mining purpose as specified in Schedule 2, attached to this instrument

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**ROYALTY PAYABLE:** at the rate which, from time to time, may be prescribed.

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**AMENDMENTS TO THE CONDITIONS OF THE LEASE:**

- (a) All the Conditions contained in the lease prior to the renewal have been deleted.
- (b) The lease is now subject to the attached Mining Lease Conditions 2004 numbered:

**1 to 3 (inclusive), 5 to 34 (inclusive)**

Condition Nos. 2, 3, 13 – 22 (inclusive), are identified as conditions relating to environmental management for the purposes of Sections 125(3) and 374A of the Mining Act 1992.

**Attachments**

Schedule of Lease referred to in the annexes Consolidation Mining Lease No7 under the Mining Act, 1973

Schedule No. 2 - Details of Lands and Purposes

Copy of Plan number D6199 R

Coloured Copy of Plan number D6199 R in reference to Condition 33

**We, Broken Hill Operations Pty Ltd (ACN 054 920 893), hereby accept the renewal of this Lease and agree to be bound by the conditions specified.**

*GREG JONES*  
*GENERAL MANAGER*  
*- GEOLOGY*



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**Broken Hill Operations Pty Ltd (ACN 054 920 893)**

Renewed this *17<sup>th</sup>* day of *January* 200*7*

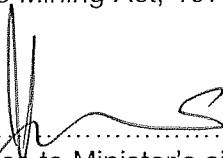


.....  
by delegation from the Minister.

**Schedule of Leases included in Consolidated Mining Lease No 7 (Act 1973)**

**Schedule 1**

This page and the succeeding pages are the schedule of leases and referred to in the annexed Consolidated Mining Lease No. 7 under the Mining Act, 1973, granted eighth day of October 1987.

  
.....  
Witness to Minister's signature

Mineral Lease No 2357 (Act 1874)  
Mineral Lease No 2358 (Act 1874)  
Mineral Lease No 2361 (Act 1874)  
Mineral Lease No 2368 (Act 1874)  
Mineral Lease No 2371 (Act 1874)  
Mineral Lease No 2630 (Act 1874)  
Mineral Lease No 9113 (Act 1874)  
Mineral Lease No 9114 (Act 1874)

Mineral Lease No 4807 (Act 1906)  
Mineral Lease No 4808 (Act 1906)  
Mineral Lease No 4809 (Act 1906)  
Mineral Lease No 4810 (Act 1906)  
Mineral Lease No 4874 (Act 1906)  
Mineral Lease No 4875 (Act 1906)  
Mineral Lease No 4933 (Act 1906)  
Mineral Lease No 4934 (Act 1906)  
Mineral Lease No 4952 (Act 1906)  
Mineral Lease No 5456 (Act 1906)  
Mineral Lease No 5613 (Act 1906)  
Mineral Lease No 5841 (Act 1906)  
Mineral Lease No 5597 (Act 1906)  
Mineral Lease No 6079 (Act 1906)  
Mineral Lease No 6113 (Act 1906)  
Mineral Lease No 6115 (Act 1906)  
Mineral Lease No 6116 (Act 1906)  
Mineral Lease No 6137 (Act 1906)  
Mineral Lease No 6160 (Act 1906)  
Mineral Lease No 6167 (Act 1906)  
Mineral Lease No 6264 (Act 1906)  
Mineral Lease No 6284 (Act 1906)  
Mineral Lease No 6403 (Act 1906)

Mining Purposes Lease No 597 (Act 1906)  
Mining Purposes Lease No 607 (Act 1906)  
Mining Purposes Lease No 1238 (Act 1906)

Private Lands Lease No 3711 (Act 1906)  
Private Lands Lease No 3712 (Act 1906)  
Private Lands Lease No 3787 (Act 1906)  
Mining Lease No 41 (Act 1973)

Mining Lease No 47 (Act 1973)  
Mining Lease No 70 (Act 1973)  
Mining Lease No 443 (Act 1973)  
Mining Lease No 535 (Act 1973)  
Mining Lease No 610 (Act 1973)  
Mining Lease No 687 (Act 1973)  
Mining Lease No 946 (Act 1973)

Mining Purposes Lease No 120 (Act 1973)  
Mining Purposes Lease No 158 (Act 1973)  
Mining Purposes Lease No 177 (Act 1973)  
Mining Purposes Lease No 187 (Act 1973)  
Mining Purposes Lease No 188 (Act 1973)  
Mining Purposes Lease No 189 (Act 1973)  
Mining Purposes Lease No 190 (Act 1973)  
Mining Purposes Lease No 208 (Act 1973)

## Schedule No 2

This page and the succeeding pages is the schedule No. 2 and referred to in the annexed Consolidated Mining Lease No. 7 under the Mining Act, 1973, granted eighth day of October 1987.

.....  
Witness to Minister's signature

### Details of Lands, Purposes and Depths

Lands	Purposes	Depth Restriction
Shown on plan M18388 previously being Mining Purpose Lease 597 (Act 1906)	<ol style="list-style-type: none"><li>1. Constructing, maintaining or using in connection with mining or mining purposes a building, dam or any machinery.</li><li>2. The dumping or depositing of any ore, mineral, mine residues or tailings.</li></ol>	The surface and the soil below thereof to a depth of 15.24 metres.
Shown on plan M18466 previously being Mining Purpose Lease 607 (Act 1906)	<ol style="list-style-type: none"><li>1. Constructing, maintaining or using in connection with mining or mining purposes a building or any machinery.</li><li>2. The treatment of tailings, water or a mineral bearing substance for the extraction or obtaining of any mineral therefrom.</li></ol>	The surface and the soil below thereof to a depth of 15.24 metres.
Shown on plan M22229 previously being Mining Purpose Lease 1238 (Act 1906)	<ol style="list-style-type: none"><li>1. Constructing, maintaining or using in connection with mining or mining purposes a building, electricity transmission line, pipeline, railway, road or any machinery/</li><li>2. The treatment of tailings, water or a mineral bearing substance for the extraction or obtaining of any mineral therefrom.</li><li>3. The generation of electricity for use in connection with mining or mining purposes.</li><li>4. The dumping or depositing of any ore, mineral, mine residues or tailings.</li><li>5. Erecting dwellings for the use of persons employed on or about the mine or on or about land subject to a lease for mining purposes.</li></ol>	The surface and the soil below thereof to a depth of 76.20 metres.

<b>Lands</b>	<b>Purposes</b>	<b>Depth Restriction</b>
Shown on plan D1731 previously being Mining Purpose Lease 120 (Act 1973)	<ol style="list-style-type: none"> <li>1. Constructing, maintaining or using in connection with mining or mining purposes a road or any machinery.</li> <li>2. The dumping or depositing of any ore, mineral, mine residues or tailings.</li> <li>3. The storing of fuel, machinery or equipment in connection with mining or mining purposes.</li> </ol>	The surface and the soil below thereof to a depth of 10 metres.
Shown on plan D1732 previously being Mining Purpose Lease 158 (Act 1973)	<ol style="list-style-type: none"> <li>1. Constructing, maintaining or using in connection with mining or mining purposes a drain.</li> <li>2. The dumping or depositing of any ore, mineral, mine residues or tailings.</li> <li>3. The storing of fuel, machinery or equipment in connection with mining or mining purposes.</li> </ol>	The surface and the soil below thereof to a depth of 10 metres.
Shown on plan D3815 previously being Mining Purpose Lease 177 (Act 1973)	<ol style="list-style-type: none"> <li>1. Constructing, maintaining or using in connection with mining or mining purposes a shaft.</li> </ol>	The surface and the soil below thereof to a depth of 20 metres.
Shown on plan D3564 previously being Mining Purpose Lease 187 (Act 1973)	<ol style="list-style-type: none"> <li>1. The treatment of tailings, water or a mineral bearing substance for the extraction or obtaining of any mineral therefrom.</li> <li>2. The dumping or depositing of any ore, mineral, mine residues or tailings.</li> </ol>	The surface and the soil below thereof to a depth of 10 metres.
Shown on plan D3565 previously being Mining Purpose Lease 188 (Act 1973)	<ol style="list-style-type: none"> <li>1. The treatment of tailings, water or a mineral bearing substance for the extraction or obtaining of any mineral therefrom.</li> <li>2. The dumping or depositing of any ore, mineral, mine residues or tailings.</li> </ol>	The surface and the soil below thereof to a depth of 10 metres.
Shown on plan D3566 previously being Mining Purpose Lease 189 (Act 1973)	<ol style="list-style-type: none"> <li>1. The treatment of tailings, water or a mineral bearing substance for the extraction or obtaining of any mineral therefrom.</li> <li>2. The dumping or depositing of any ore, mineral, mine residues or tailings.</li> </ol>	The surface and the soil below thereof to a depth of 10 metres.
Shown on plan D2322 previously being Mining Purpose Lease 190 (Act 1973)	<ol style="list-style-type: none"> <li>1. The treatment of tailings, water or a mineral bearing substance for the extraction or obtaining of any mineral therefrom.</li> <li>2. The dumping or depositing of any ore, mineral, mine residues or tailings.</li> </ol>	The surface and the soil below thereof to a depth of 10 metres.
Shown on plan D1730 previously being Mining Purpose Lease 208 (Act 1973)	<ol style="list-style-type: none"> <li>1. Constructing, maintaining or using in connection with mining or mining purposes a dam and road.</li> <li>2. The dumping or depositing of any ore, mineral, mine residues or tailings.</li> <li>3. The treatment of tailings, water or a mineral bearing substance for the extraction or obtaining of any mineral therefrom.</li> </ol>	The surface and the soil below thereof to a depth of 10 metres.

## **MINING LEASE CONDITIONS 2004 -CML 7 (73)**

### **Notice to Landholders**

1. Within a period of three months from the date of grant/renewal of this lease or within such further time as the Minister may allow, the lease holder must serve on each landholder of the land a notice in writing indicating that this lease has been granted/renewed and whether the lease includes the surface. An adequate plan and description of the lease area must accompany the notice.

If there are ten or more landholders affected, the lease holder may serve the notice by publication in a newspaper circulating in the region where the lease area is situated. The notice must indicate that this lease has been granted/renewed; state whether the lease includes the surface and must contain an adequate plan and description of the lease area.

### **Mining, Rehabilitation, Environmental Management Process (MREMP)**

#### **2. Mining Operations Plan**

- (a) Mining operations must not be carried out otherwise than in accordance with a Mining Operations Plan (MOP) which has been approved by the Director-General of the Department of Primary Industries – Mineral Resources.
- (b) The MOP must:
  - identify areas that will be disturbed by mining operations;
  - detail the staging of specific mining operations;
  - identify how the mine will be managed to allow mine closure;
  - identify how mining operations will be carried out on site in order to prevent and or minimise harm to the environment;
  - reflect the conditions of approval under:
    - the Environmental Planning and Assessment Act 1979
    - the Protection of the Environment Operations Act 1997
    - and any other approvals relevant to the development including the conditions of this lease; and
  - have regard to any relevant guidelines adopted by the Director-General.
- (c) The titleholder may apply to the Director-General to amend an approved MOP at any time.
- (d) It is a defence to a breach of this condition if:
  - i) the operations constituting the breach were necessary to comply with a lawful order or direction given under the *Mining Act 1992*, the *Environmental Planning and Assessment Act 1979*, *Protection of the Environment Operations Act 1997* or the *Occupational Health and Safety Act 2000*; and

- ii) the Director-General had been notified of the terms of the order or direction prior to the operations constituting the breach being carried out.

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

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

### **Annual Environmental Management Report (AEMR)**

#### **3. Reporting**

- (a) The lease holder must lodge Environmental Management Reports (EMR) with the Director-General annually or at dates otherwise directed by the Director-General.

- (b) The EMR must:

- report against compliance with the MOP;
- report on progress in respect of rehabilitation completion criteria;
- report on the extent of compliance with regulatory requirements; and
- have regard to any relevant guidelines adopted by the Director-General;

Additional environmental reports may be required on specific surface disturbing operations or environmental incidents from time to time as directed in writing by the Director-General and must be lodged as instructed.

### **Working Requirement**

5. The lease holder must: expend on operations carried out in the course of prospecting or mining the lease area, an amount of not less than \$100,000 per annum whilst the lease is in force.

The Minister may at any time or times, by instrument in writing served on the lease holder, increase or decrease the expenditure required or the number of people to be employed.

### **Control of Operations**

6. (a) If an Environmental Officer of the Department believes that the lease holder is not complying with any provision of the Act or any condition of this lease relating to the working of the lease, he may direct the lease holder to:-
  - (i) cease working the lease; or



- (ii) cease that part of the operation not complying with the Act or conditions;

until in the opinion of the Environmental Officer the situation is rectified.

- (b) The lease holder must comply with any direction given. The Director-General may confirm, vary or revoke any such direction.
- (c) A direction referred to in this condition may be served on the Mine Manager.

### **Reports**

- 7. The lease holder must provide an exploration report, within a period of twenty-eight days after each anniversary of the date this lease has effect or at such other date as the Director-General may stipulate, of each year. The report must be to the satisfaction of the Director-General and contain the following:
  - (a) Full particulars, including results, interpretation and conclusions, of all exploration conducted during the twelve months period;
  - (b) Details of expenditure incurred in conducting that exploration;
  - (c) A summary of all geological findings acquired through mining or development evaluation activities;
  - (d) A statement of the ore and mineral reserves
  - (e) Particulars of exploration proposed to be conducted in the next twelve months period;
  - (f) All plans, maps, sections and other data necessary to satisfactorily interpret the report.

### **Licence to Use Reports**

- 8. (a) The lease holder grants to the Minister, by way of a non-exclusive licence, the right in copyright to publish, print, adapt and reproduce all exploration reports lodged in any form and for the full duration of copyright.
- (b) The non-exclusive licence will operate as a consent for the purposes of section 365 of the Mining Act 1992.

### **Confidentiality**

- 9. (a) All exploration reports submitted in accordance with the conditions of this lease will be kept confidential while the lease is in force, except in cases where:

- (i) the lease holder has agreed that specified reports may be made non-confidential.
- (ii) reports deal with exploration conducted exclusively on areas that have ceased to be part of the lease.
- (b) Confidentiality will be continued beyond the termination of a lease where an application for a flow-on title was lodged during the currency of the lease. The confidentiality will last until that flow-on title or any subsequent flow-on title, has terminated.
- (c) The Director-General may extend the period of confidentiality.

**Terms of the non-exclusive licence**

10. The terms of the non-exclusive copyright licence granted under condition 8 (a) are:
- (a) the Minister may sub-licence others to publish, print, adapt and reproduce but not on-licence reports.
  - (b) the Minister and any sub-licensee will acknowledge the lease holder's and any identifiable consultant's ownership of copyright in any reproduction of the reports, including storage of reports onto an electronic database.
  - (c) the lease holder does not warrant ownership of all copyright works in any report and, the lease holder will use best endeavours to identify those parts of the report for which the lease holder owns the copyright.
  - (d) there is no royalty payable by the Minister for the licence.
  - (e) if the lease holder has reasonable grounds to believe that the Minister has exercised his rights under the non-exclusive copyright licence in a manner which adversely affects the operations of the lease holder, that licence is revocable on the giving of a period of not less than three months notice.

### **Safety**

12. Operations must be carried out in a manner that ensures the safety of persons or stock in the vicinity of the operations. All drill holes shafts and excavations must be appropriately protected, to the satisfaction of the Director-General, to ensure that access to them by persons and stock is restricted. Abandoned shafts and excavations opened up or used by the lease holder must be filled in or otherwise rendered safe to a standard acceptable to the Director-General.

### **Rehabilitation**

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

### **Exploratory Drilling**

15. (1) At least twenty eight days prior to commencement of drilling operations the lease holder must notify the relevant Department of Natural Resources regional hydrogeologist of the intention to drill exploratory drill holes together with information on the location of the proposed holes.
- (2) If the lease holder drills exploratory drill holes he must satisfy the Director-General that:-
  - (a) all cored holes are accurately surveyed and permanently marked in accordance with Departmental guidelines so that their location can be easily established;
  - (b) all holes cored or otherwise are sealed to prevent the collapse of the surrounding surface;
  - (c) all drill holes are permanently sealed with cement plugs to prevent surface discharge of groundwaters;
  - (d) if any drill hole meets natural or noxious gases it is plugged or sealed to prevent their escape;
  - (e) if any drill hole meets an artesian or sub-artesian flow it is effectively sealed to prevent contamination of aquifers.
  - (f) once any drill hole ceases to be used the hole must be sealed in accordance with Departmental guidelines. Alternatively, the hole must be sealed as instructed by the Director-General.
  - (g) once any drill hole ceases to be used the land and its immediate vicinity is left in a clean, tidy and stable condition.

### **Transmission lines, Communication lines and Pipelines**

17. Operations must not interfere with or impair the stability or efficiency of any transmission line, communication line, pipeline or any other utility on the lease area without the prior written approval of the Director-General and subject to any conditions he may stipulate.

### **Fences, Gates**

18. (a) Activities on the lease must not interfere with or damage fences without the prior written approval of the owner thereof or the Minister and subject to any conditions the Minister may stipulate.
- (b) Gates within the lease area must be closed or left open in accordance with the requirements of the landholder.

### **Roads and Tracks**

19. (a) Operations must not affect any road unless in accordance with an accepted Mining Operations Plan or with the prior written approval of the Director-General and subject to any conditions he may stipulate.
  - (b) The lease holder must pay to the designated authority in control of the road (generally the local council or the Roads and Traffic Authority) the cost incurred in fixing any damage to roads caused by operations carried out under the lease, less any amount paid or payable from the Mine Subsidence Compensation Fund.
20. Access tracks must be kept to a minimum and be positioned so that they do not cause any unnecessary damage to the land. Temporary access tracks must be ripped, topsoiled and revegetated as soon as possible after they are no longer required for mining operations. The design and construction of access tracks must be in accordance with specifications fixed by the Department of Natural Resources.

### **Use of Mercury or Cyanide**

22. The lease holder must not use mercury or cyanide or any solution containing cyanide for the recovery of minerals on the lease area without the prior written approval of the Minister and subject to any conditions he may stipulate.

### **Resource Recovery**

23. (a) Notwithstanding any description of mining methods and their sequence or of proposed resource recovery contained within the Mining Operations Plan, if at any time the Director-General is of the opinion that minerals which the lease entitles the lease holder to mine and which are economically recoverable at the time are not being recovered from the lease area, or that any such minerals which are being recovered are not being recovered to the extent which should be economically possible or which for environmental reasons are necessary to be recovered, he may give notice in writing to the lease holder requiring the holder to recover such minerals.
- (b) The notice shall specify the minerals to be recovered and the extent to which they are to be recovered, or the objectives in regard to resource recovery, but shall not specify the processes the lease holder shall use to achieve the specified recovery.
- (c) The lease holder must, when requested by the Director-General, provide such information as the Director-General may specify about the recovery of the mineral resources of the lease area.
- (d) The Director-General shall issue no such notice unless the matter has firstly been thoroughly discussed with and a report to the Director-General has incorporated the views of the lease holder.
- (e) The lease holder may object to the requirements of any notice issued under this condition and on receipt of such an objection the Minister shall refer it to a Warden for inquiry and report under Section 334 of the Mining Act, 1992.
- (f) After considering the Warden's report the Minister shall decide whether to withdraw, modify or maintain the requirements specified in the original notice and shall give the lease holder written notice of the decision. The lease holder must comply with the requirements of this notice.

### **Indemnity**

24. The lease holder must indemnify and keep indemnified the Crown from and against all actions, suits, claims and demands of whatsoever nature and all costs, charges and expenses which may be brought against the lease holder or which the lease holder may incur in respect of any accident or injury to any person or property which may arise out of the construction, maintenance or working of any workings now existing or to be made by the lease holder within the lease area or in connection with any of the operations notwithstanding that all other conditions of this lease shall in all respects have been observed by the lease holder or that any such accident or injury shall arise from any act or thing which the lease holder may be licensed or compelled to do.

### Single Security

25. (a) A security in the sum of \$250,000.00 must be given and maintained with the Minister by the lease holder for the purpose of ensuring the fulfilment by the lease holder of obligations under Consolidated Mining Lease No 7 (Act 1973), Mining Purposes Lease Nos 183, 184, 185 and 186 (Act 1973)). If the lease holder fails to fulfil any one or more of such obligations the said sum may be applied at the discretion of the Minister towards the cost of fulfilling such obligations. For the purpose of this clause the lease holder shall be deemed to have failed to fulfil the obligations of this lease if the lease holder fails to comply with any condition or provision hereof, any provision of the Act or regulations made thereunder or any condition or direction imposed or given pursuant to a condition or provision hereof or of any provision of the Act or regulations made thereunder.
- (b) The lease holder must provide the security required by sub-clause (a) in one of the following forms:
- (i) cash,
  - (ii) a security certificate in a form approved by the Minister and issued by an authorised deposit-taking institution.

## SPECIAL CONDITIONS

### General

26. In respect of the area shown on Catalogued Plan No M8388 the registered holder shall not conduct any mining operations other than diamond drilling between the depths of 15.24 metres and 76 metres below the surface unless with the consent of the Minister first and subject to such conditions as may be stipulated.
27. In respect of the area shown on Catalogued Plan No M2193 the registered holder shall ensure that mining operations are conducted in such a manner as not to interfere with the stability of any railway line traversing the area and the registered holder shall adhere to any direction to this affect which may be given from time to time by the Minister.
28. The registered holder shall not deposit any refuse or waste rock on the dumps located on the areas indicated by Catalogue Plan Nos D3564, D3565, D3566 and D2322 unless authorised by the Minister and subject to such conditions as may be stipulated.
29. (a) Notwithstanding that the registered holder shall have complied with conditions numbered 30 to 32 (inclusive) the registered holder shall pay to the public authority the cost incurred by such public authority of making good any damage caused by operations carried on by or under the authority of the registered holder or any person claiming through or under the registered holder.  
  
(b) AND THE REGISTERED HOLDER HEREBY COVENANTS with the said public authority that the registered holder will pay to the said public authority the cost incurred by the public authority of making good any such damage caused as aforesaid.

AND IT IS HEREBY AGREED AND DECLARED that the amount to be paid by the registered holder under the provisions of this clause shall include in addition to the cost of all necessary labour and materials all costs and expenses reasonably incurred in and about the making of surveys the preparation of plans and specifications and estimates the supervision and inspection of the works and all administrative and overhead costs and expenses of the public authority as the case may be related or attributable to the works undertaken to make good any damage caused. A certificate under the hand of the public authority as to the amount of the cost of making good any damage shall in all respects and for all purposes be conclusive evidence of the amount of such cost and of the due determination thereof.

### **Catchment Areas and Reserves**

30. (a) If the registered holder is using or about to use any process which in the opinion of the Minister is likely to cause contamination of the waters of Stephen's Creek Catchment Area the registered holder shall refrain from using or cease using as the case may require such process within twenty four hours of the receipt by the registered holder of a notice in writing under the hand of the Minister or the Director General requiring the registered holder so to do.
  - (b) The registered holder shall comply with any regulations now in force or hereafter to be in force for the protection from pollution of the said Catchment Area.
  - (c) The registered holder shall not erect nor permit to be erected any dwellings unless with the consent of the Minister or Country Energy-Water and subject to such conditions as may be stipulated.
  - (d) The registered holder shall make such provisions for sanitation as may be approved by Country Energy-Water and shall at all times observe and perform any requirements of the said Country Energy-Water respecting sanitation.
31. Operations shall be conducted in such a manner as not to interfere with or cause damage to the assets of Country Energy-Water situated on or around the subject area.
  32. The registered holder shall as far as may be practicable so conduct operations as not to interfere in any way with the public use and enjoyment of Reserve No 2421 for Temporary Common; Reserve No 69262 from Sale for future Public Requirements, Reserve No 3073 from Sale for Public Recreation and Reserve No 30905 for Quarry.

### **Prospecting/Mining Restriction**

33. The registered holder must not prospect or mine any mineral on the surface of the areas shown by:-
  - a) Yellow tint on the plan annexed hereto of below the surface thereof to a depth of 10 meters;
  - b) Blue tint on the plan annexed hereto of below the surface thereof to a depth of 15.24 meters;
  - c) Red tint on the plan annexed hereto of below the surface thereof to a depth of 20 meters;



- d) Green tint on the plan annexed hereto of below the surface thereof to a depth of 76.20 meters;
34. Subject to the requirements of any order issued pursuant to section 75 of the Mining Act (1992):
- (a) the registered holder shall not, unless with the written approval of the Minister and subject to such conditions as he may impose, carry out a mining purpose on the lands described in column 1 of the Schedule numbered 2 annexed hereto other than a mining purpose specified opposite that description in column 2 of that schedule;
  - (b) the registered holder shall not carry out a mining purpose specified in column 2 of Schedule 2 except in accordance with the conditions of this lease including any conditions that may be referred to in Column 3 of that schedule opposite that purpose.

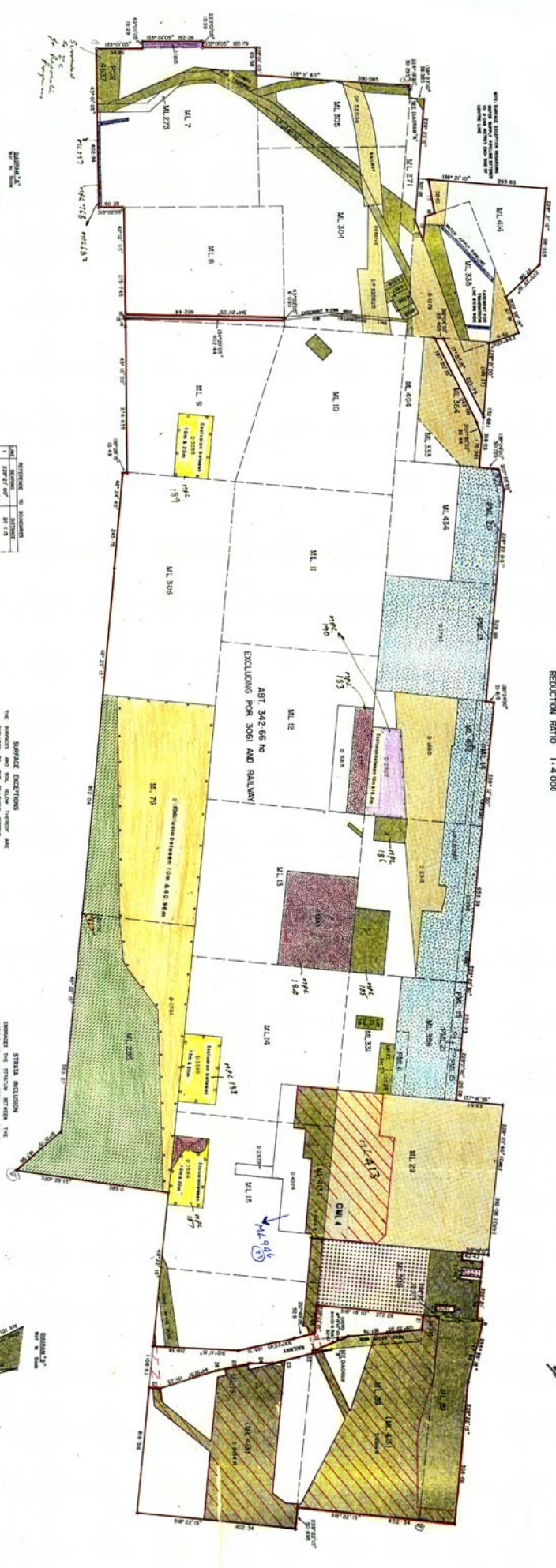
**CONSOLIDATED MINING LEASE - CML No. 7 (447 73)**

(SUBJECT TO SURVEY)

REGISTERED HOLDER - MINERALS MINING AND METALLURGY LIMITED

PARISH OF PICTON COUNTY OF YANCOONIA

REDUCTION RATIO 1:4 000



NO.	REFERENCE TO BLOCKS	AREA
1	138° 41' 00"	50.28
2	138° 41' 00"	50.28
3	138° 41' 00"	50.28
4	138° 41' 00"	50.28
5	138° 41' 00"	50.28
6	138° 41' 00"	50.28
7	138° 41' 00"	50.28
8	138° 41' 00"	50.28
9	138° 41' 00"	50.28
10	138° 41' 00"	50.28
11	138° 41' 00"	50.28
12	138° 41' 00"	50.28
13	138° 41' 00"	50.28
14	138° 41' 00"	50.28
15	138° 41' 00"	50.28
16	138° 41' 00"	50.28
17	138° 41' 00"	50.28
18	138° 41' 00"	50.28
19	138° 41' 00"	50.28
20	138° 41' 00"	50.28
21	138° 41' 00"	50.28
22	138° 41' 00"	50.28
23	138° 41' 00"	50.28
24	138° 41' 00"	50.28
25	138° 41' 00"	50.28
26	138° 41' 00"	50.28
27	138° 41' 00"	50.28
28	138° 41' 00"	50.28
29	138° 41' 00"	50.28
30	138° 41' 00"	50.28
31	138° 41' 00"	50.28
32	138° 41' 00"	50.28
33	138° 41' 00"	50.28

**SPRINKLE EXCLUSIONS**  
 THE SPARKS EXCLUSIONS ARE EXCLUDED TO THE FOLLOWING DEPTHS:  
 1. 6.00 METRES SHOW (100.00 HA)  
 2. 12.24 METRES SHOW (100.00 HA)  
 3. 20.00 METRES SHOW (100.00 HA)  
 4. 26.64 METRES SHOW (100.00 HA)  
 5. 32.00 METRES SHOW (100.00 HA)  
 6. 37.44 METRES SHOW (100.00 HA)  
 7. 42.88 METRES SHOW (100.00 HA)  
 8. 48.32 METRES SHOW (100.00 HA)  
 9. 53.76 METRES SHOW (100.00 HA)  
 10. 59.20 METRES SHOW (100.00 HA)  
 11. 64.64 METRES SHOW (100.00 HA)  
 12. 70.08 METRES SHOW (100.00 HA)  
 13. 75.52 METRES SHOW (100.00 HA)  
 14. 80.96 METRES SHOW (100.00 HA)  
 15. 86.40 METRES SHOW (100.00 HA)  
 16. 91.84 METRES SHOW (100.00 HA)  
 17. 97.28 METRES SHOW (100.00 HA)  
 18. 102.72 METRES SHOW (100.00 HA)  
 19. 108.16 METRES SHOW (100.00 HA)  
 20. 113.60 METRES SHOW (100.00 HA)  
 21. 119.04 METRES SHOW (100.00 HA)  
 22. 124.48 METRES SHOW (100.00 HA)  
 23. 129.92 METRES SHOW (100.00 HA)  
 24. 135.36 METRES SHOW (100.00 HA)  
 25. 140.80 METRES SHOW (100.00 HA)  
 26. 146.24 METRES SHOW (100.00 HA)  
 27. 151.68 METRES SHOW (100.00 HA)  
 28. 157.12 METRES SHOW (100.00 HA)  
 29. 162.56 METRES SHOW (100.00 HA)  
 30. 168.00 METRES SHOW (100.00 HA)  
 31. 173.44 METRES SHOW (100.00 HA)  
 32. 178.88 METRES SHOW (100.00 HA)  
 33. 184.32 METRES SHOW (100.00 HA)

**STRAIN INCLUSIONS**  
 THE STRAIN INCLUSIONS ARE EXCLUDED TO THE FOLLOWING DEPTHS:  
 1. 6.00 METRES SHOW (100.00 HA)  
 2. 12.24 METRES SHOW (100.00 HA)  
 3. 20.00 METRES SHOW (100.00 HA)  
 4. 26.64 METRES SHOW (100.00 HA)  
 5. 32.00 METRES SHOW (100.00 HA)  
 6. 37.44 METRES SHOW (100.00 HA)  
 7. 42.88 METRES SHOW (100.00 HA)  
 8. 48.32 METRES SHOW (100.00 HA)  
 9. 53.76 METRES SHOW (100.00 HA)  
 10. 59.20 METRES SHOW (100.00 HA)  
 11. 64.64 METRES SHOW (100.00 HA)  
 12. 70.08 METRES SHOW (100.00 HA)  
 13. 75.52 METRES SHOW (100.00 HA)  
 14. 80.96 METRES SHOW (100.00 HA)  
 15. 86.40 METRES SHOW (100.00 HA)  
 16. 91.84 METRES SHOW (100.00 HA)  
 17. 97.28 METRES SHOW (100.00 HA)  
 18. 102.72 METRES SHOW (100.00 HA)  
 19. 108.16 METRES SHOW (100.00 HA)  
 20. 113.60 METRES SHOW (100.00 HA)  
 21. 119.04 METRES SHOW (100.00 HA)  
 22. 124.48 METRES SHOW (100.00 HA)  
 23. 129.92 METRES SHOW (100.00 HA)  
 24. 135.36 METRES SHOW (100.00 HA)  
 25. 140.80 METRES SHOW (100.00 HA)  
 26. 146.24 METRES SHOW (100.00 HA)  
 27. 151.68 METRES SHOW (100.00 HA)  
 28. 157.12 METRES SHOW (100.00 HA)  
 29. 162.56 METRES SHOW (100.00 HA)  
 30. 168.00 METRES SHOW (100.00 HA)  
 31. 173.44 METRES SHOW (100.00 HA)  
 32. 178.88 METRES SHOW (100.00 HA)  
 33. 184.32 METRES SHOW (100.00 HA)

CATALOGUE No. D 6199 R

**Area affected by CML 4**  
 subject to a depth 15.24 m

