

2231

1993

THE STATE OF WESTERN AUSTRALIA

AND

THE GRIFFIN COAL MINING COMPANY PTY. LIMITED

DRAFT

A G R E E M E N T

CROWN LAW DEPARTMENT
PERTH

TELEPHONE : (09) 327 1711

CLD (rigp5dgriffin)

THIS AGREEMENT is made the day of 1993

B E T W E E N :

THE HONOURABLE RICHARD FAIRFAX COURT, B.Com., M.L.A.,
Premier of the State of Western Australia, acting for and on
behalf of the said State and its instrumentalities from time
to time (hereinafter called "the State") of the one part

AND

THE GRIFFIN COAL MINING COMPANY PTY. LIMITED (formerly
called The Griffin Coal Mining Company Limited) ACN 008 667
285 a company incorporated in Western Australia and having
its registered office at 13th Floor, 28 The Esplanade, Perth
(hereinafter called "the Company") of the other part.

WHEREAS:

- (a) the State and the Company are the parties to the
agreement dated the 5th day of November 1979 which was
ratified by the Collie Coal (Griffin) Agreement Act
1979 and is hereinafter called "the principal
Agreement";
- (b) the parties desire to vary the principal Agreement in
manner hereinafter set forth.

NOW THIS AGREEMENT WITNESSES:

1. Subject to the context the words and expressions used in this Agreement have the same meanings respectively as they have in and for the purpose of the principal Agreement.
2. The State shall introduce and sponsor a Bill in the Parliament of Western Australia to ratify this Agreement and endeavour to secure its passage as an Act.
3. The subsequent clauses of this Agreement shall not operate unless and until the Bill to ratify this Agreement referred to in clause 2 hereof is passed as an Act before the 31st December 1993 or such later date if any as the parties hereto may mutually agree upon.
4. The principal Agreement is hereby varied as follows -
 - (1) Clause 1 -
 - (a) by deleting the definitions of "Company's Coal Mining Leases", "Conservator of Forests", "Forests Act", "mining plan" and "State Energy Commission contract";
 - (b) by inserting, in the appropriate alphabetical positions, the following definitions -

"CALM Act" means the Conservation and Land Management Act 1984;

"Executive Director" means the person holding, or acting in, the office established by section 36(1) of the CALM Act;

"Mining Lease" means the mining lease granted pursuant to subclause (1) of Clause 21 and includes any renewals thereof and according to the requirements of the context shall describe the land leased as well as the instrument by which it is leased and any area or areas included in the Mining Lease pursuant to the provisions of subclause (1b) of Clause 21;"

- (c) in the definition of "associated company" by deleting "section 6 of the Companies Act, 1961" and substituting the following -
"section 50 of the Corporations Law";
- (d) by deleting the definition of "Mining Act" and substituting the following definition -
" "Mining Act" means the Mining Act 1978;"
- (e) by deleting the definition of "mining areas" and substituting the following definition -
" "mining areas" means until the grant of the Mining Lease the areas coloured blue on the plan marked "A" initialled by or

on behalf of the parties hereto for the purpose of identification and thereafter the land the subject of the Mining Lease;"

- (f) in the definition of "private road", by deleting "its proposals as approved by the Minister pursuant to Clause 7" and substituting the following -

"proposals approved under this Agreement";

- (g) in the definition of "State Energy Commission", by deleting "established pursuant to the State Energy Commission Act, 1945" and substituting the following -

"preserved and continued by the State Energy Commission Act 1979";

- (h) by deleting the definition of "State forest" and substituting the following definition -

" "State forest" has the meaning given to it in section 3 of the CALM Act;"

- (i) by deleting the definition of "timber reserve" and substituting the following definition -

" "timber reserve" has the meaning given to it in section 3 of the CALM Act;"

- (2) by deleting Clause 5.

(3) Clause 6 -

by deleting "Company's Coal Mining Leases" and substituting the following -
"mining areas".

(4) Clause 9 -

(a) subclause (1) -

(i) by deleting "Company's Coal Mining Leases" and substituting the following -
"mining areas";

(ii) by deleting "12" and substituting the following -
"15";

(iii) by deleting "42" and substituting the following -
"45";

(iv) by deleting the full stop and substituting the following -
", and";

(v) by inserting after paragraph (b) the following paragraph -
"(c) for the balance of the term of the Mining Lease, on or before the end of year 45.";

(b) by deleting subclause (2).

- (5) by inserting after Clause 10 the following clause -

"10A. In addition to the matters referred to in Clauses 9 and 10 the Minister may require the Company in connection with any proposals submitted under either of those Clauses also to submit for the approval of the Minister or determination by arbitration as provided for in those Clauses its detailed proposals for measures to be taken to provide for power generation needs (present and future) within the said State."

- (6) Clause 11 subclause (2) -

(a) by deleting subclauses (2) and (3) and substituting the following subclauses -

" (2) The Company shall during the currency of this Agreement submit to the Minister -

(a) not later than 31st October 1993 and the 31st October in each year thereafter (except those years in which a detailed report is required to be submitted pursuant to paragraph (b) of

this subclause) an interim report concerning investigations and research carried out pursuant to subclause (1) of this Clause during the year ending 31st August immediately preceding the due date for the interim report; and

- (b) not later than 31st October 1995 and the 31st October in each third year thereafter, a detailed report on the result of such investigations and research during the three year period ending 31st August immediately preceding the due date for the detailed report.

- (3) The Minister may within 2 months of receipt of a report pursuant to paragraphs (a) or (b) of subclause (2) notify the Company that the Minister -

- (a) requires amendment of the report and/or programme; or

- (b) requires additional detailed proposals to be submitted for the protection and management of the environment.

(3a) The Company shall within 2 months of receipt of a notice pursuant to paragraph (a) of subclause (3) submit to the Minister an amended report and/or programme as required. The Minister shall afford the Company full opportunity to consult with the Minister on the Minister's requirements during the preparation of any amended report or programme.

(3b) The Minister may within 1 month of receipt of an amended report or programme pursuant to subclause (3a) notify the Company that the Minister requires additional detailed proposals to be submitted for rehabilitation and the protection and management of the environment.";

(b) subclause (4) -

by deleting "subclause (3)" and substituting the following -

"paragraph (b) of subclause (3) or subclause (3b)".

(7) Clause 13 -

by deleting "Conservator of Forests" wherever it occurs and substituting in each place the following -

"Executive Director".

- (8) By inserting after Clause 13 the following Clause -

"Exploration reports

13A. (1) On 31st August 1994 and the 31st August in each year thereafter the Company shall submit to the Department of Minerals and Energy a report of all exploration carried out within the Mining Lease during the preceding financial year such reports to be in accordance with the Code for Reporting of Identified Coal Resources and Reserves ratified by the Australian Minerals and Energy Council on 8th November 1986 as amended from time to time or otherwise as agreed between the Company and the State.

(2) The exploration and other reports provided to the Department of Minerals and Energy pursuant to this Agreement or the Mining Act shall if required by the Director General of Mines and provided the Company has suitable data and transmission equipment be reported in total or in part by electronic reporting formats and/or devices.

- (3) The Company shall progressively explore the land within the Mining Lease to determine by obtaining drilled core samples the coal resources present within the Mining Lease to the "indicated" level as described in the Code referred to in subclause (1) of this Clause to the base of the Ewington Coal Measures where technically appropriate. The Company shall complete at least the following cumulative amounts of exploration drilling and associated downhole geophysical logging and appropriate physical and chemical analysis within the Mining Lease by 30th June 1999:

Financial Year expiring 30th June -	Cumulative Drilling and Electric Logging
1995	2,000 metres
1996	4,000 metres
1997	6,000 metres
1998	8,000 metres
1999	10,000 metres

provided the Minister for Mines at the request of the Company may, in exceptional circumstances, agree to vary the timetable and allow a lesser amount of drilling and logging in any one year. Before the 30th June of 1994 and at the corresponding time each year thereafter until 10,000 metres has been drilled the Company shall discuss its exploration programme for the ensuing year with the Department of Minerals and Energy and will use reasonable endeavours to include in the programme any reasonable requirements of the Department not inconsistent with the provisions of this Clause."

(9) Clause 14 -

by deleting Clause 14 and substituting the following clause -

"14. On 31st October 1995 (or such later date as the Minister may agree as hereinafter provided) and thereafter during the currency of this Agreement at 5 yearly intervals or such longer periods as the Minister may agree (commencing from the date of the first submission of a plan pursuant to this

Clause) furnish to the Minister a plan of the Company's proposed mine development and coal production pursuant to the approved proposals for the ensuing 5 years."

(10) Clause 15 -

(a) subclause (1) -

(i) by deleting paragraph (a) and substituting the following paragraph -

"(a) use the services of engineers surveyors architects professional consultants experts and specialists, project managers, manufacturers, suppliers and contractors resident and available within the said State or if such services are not available within the said State then, as far as practicable as aforesaid, use the services of such persons otherwise available within Australia;"

(ii) by inserting in paragraph (b) after "State" the following -

"or if such labour is not available then use labour otherwise available within Australia";

(iii) by deleting paragraph (c) and substituting the following paragraph -

"(c) during design and when preparing specifications calling for tenders and letting contracts for works materials plant equipment and supplies (which shall at all times, except where it is impracticable so to do, use or be based upon Australian Standards and Codes) ensure that Western Australian and Australian suppliers manufacturers and contractors are given fair and reasonable opportunity to tender or quote;"

(iv) in paragraph (d) by deleting "elsewhere." and substituting the following -

"elsewhere or, subject to the foregoing, give that consideration and where possible preference to other Australian suppliers manufacturers and contractors; and";

(v) by inserting after paragraph (d) the following paragraph -

"(e) if notwithstanding the foregoing provisions of this subclause a contract is to be let or an order is to be placed with other than a Western Australian or Australian supplier, manufacturer or contractor, proper consideration and where possible preference shall be given to tenders arrangements or proposals that include Australian participation including without limitation joint ventures technology transfers or offsets.";

(b) by inserting after subclause (1) the following subclause -

"(1a) The Company shall in every contract entered into with a third party for the supply of services labour works materials plant equipment and supplies for the purposes of this Agreement require as a condition thereof that such third party shall undertake the

same obligations as are referred to in subclause (1) and shall report to the Company concerning such third party's implementation of that condition.";

(c) subclause (2) -

inserting after "subclause (1)" the following -

"and subclause (1a)".

(11) Clause 17 -

by deleting "Company's Coal Mining Leases" wherever it occurs and substituting in each place the following -
"mining areas".

(12) by deleting Clause 19 and substituting the following clause -

"19. (1) Subject to any right of the Company to utilise or otherwise dispose of water occurring in or collecting on the mining areas (including water pumped or drawn from mines) in accordance with any proposal approved hereunder, the Company shall permit the State or any instrumentality of the State or third party approved by the State acting in accordance with a management plan prepared by the State to use so

much of such water remaining as is required by the State or such instrumentality of the State or third party PROVIDED HOWEVER that nothing in this Clause shall be deemed to affect or shall diminish any obligation upon the Company to comply with the provisions of any Act or law of the State.

- (2) Where any proposed mining activity of the Company is likely to affect the availability to the State or an instrumentality of the State or a third party as aforesaid of water or the quality thereof from any bore within the mining areas the Company will give to the State instrumentality of the State or third party as the case may require such reasonable notice thereof as will enable the State, instrumentality of the State or third party as the case may be to make alternative arrangements for the provision of such water."

(13) Clause 20 -

(a) subclause (1) -

by deleting "Conservator of Forests" and "Conservator" wherever they occur and

substituting in each place the following -
"Executive Director";

(b) subclause (2) -

(i) by deleting "Forests Act" where it first occurs and substituting the following -

"CALM Act";

(ii) by deleting "Conservator of Forests" where it first occurs and substituting the following -

"Executive Director";

(iii) by deleting "working plan of the Conservator of Forests prepared pursuant to Section 31 of the Forests Act" and substituting the following -
"management plan of the Executive Director prepared pursuant to the CALM Act".

(14) Clause 21 -

(a) subclause (1) -

by deleting subclause (1) and the marginal note thereto and substituting the following -

"Mining Lease

(1) On or before 30th June 1994 the Company shall apply to the State for a

mining lease for the mining of coal over so much of the mining areas as the Company desires and in respect of which the Company then holds coal mining leases and the State shall upon the surrender by the Company of all such coal mining leases cause to be granted to the Company (notwithstanding that the survey in respect thereof has not been completed but subject to such corrections to accord with the survey when completed at the Company's expense) at a rental equal to eighty per cent of the rental specified from time to time in the Mining Act in respect of a mining lease, a mining lease (the "Mining Lease") for the mining of coal such Mining Lease to be granted under and, except as otherwise provided in this Agreement, subject to the Mining Act but in the form of the Schedule hereto and subject to such of the conditions of the surrendered coal mining leases and such other conditions or stipulations consistent with the provisions of this Agreement and approved proposals as the Minister for Mines may determine.";

(b) by inserting after subclause (1) the following subclauses -

"(1a) Upon the granting of the Mining Lease the rights of the Company as the holder of any coal mining lease or leases not included in the Mining Lease shall forthwith cease and determine (but without any refund of rent already paid) but nothing in this subclause shall limit any obligation of the Company to rehabilitate as provided by the relevant approved proposal. ✓

(1b) Notwithstanding the provisions of the Mining Act the Company may from time to time during the currency of this Agreement apply to the Minister for Mines for areas (outside the mining areas) held by the Company under a mining lease granted or deemed to be granted under the Mining Act to be included in the Mining Lease and the

Minister for Mines in his discretion and providing the land has been explored to his satisfaction may upon the surrender by the Company of the relevant mining lease include the land subject thereof in the Mining Lease by endorsement on the Mining Lease subject to such of the conditions of the surrendered mining lease and such other conditions or stipulations consistent with the provision of this Agreement and approved proposals as the Minister for Mines may determine but otherwise subject to the same terms covenants and conditions as apply to the Mining Lease (with such apportionment of rents as is necessary), notwithstanding that the survey of such additional land has not been completed (but subject to correction to accord with the survey when completed at the Company's expense).

- (1c) Notwithstanding anything contained in subclause (1) or (1b) of this Clause

the surrender by the Company of coal mining leases under those subclauses for the purpose of the grant to the Company of the Mining Lease or the inclusion in the Mining Lease of additional land shall not include mining plant affixed to the land comprised in such surrendered coal mining leases.";

(c) subclauses (2) and (3) -

by deleting subclauses (2) and (3) and the marginal notes thereto and substituting the following subclauses -

"Term of the Mining Lease

(2) Subject to the performance by the Company of its obligations under this Agreement and except as otherwise provided in this Agreement under the Mining Act, the term of the Mining Lease shall be for a period commencing from the date of receipt of application therefor pursuant to subclause (1) of this Clause and expiring on 1st January 2030 subject to the sooner determination of this Agreement.

*37 yr term
Lease!*

Extension of term

- (3) During calendar year 2020 the Company may apply to the Minister for extension of the term of the Mining Lease for a period not exceeding 10 years from 1st January 2030 and the Minister may in his discretion approve the extension of the Mining Lease for such term (not exceeding 10 years) as he determines.";
- (d) by deleting subclause (4);
- (e) subclause (5) -
by deleting "Company's Coal Mining Leases" and substituting the following -
"Mining Lease";
- (f) subclause (6) -
by deleting subclause (6) and the marginal note thereto and substituting the following -

"Expenditure conditions

- (6) The State shall ensure that during the currency of this Agreement and subject to compliance with its obligations hereunder the Company shall not be required to comply with the

expenditure conditions imposed by or under the Mining Act in regard to the Mining Lease.";

(g) subclause (7) -

by deleting subclause (7) and substituting the following subclause -

"(7) Notwithstanding anything contained in the Mining Act or this Agreement or the Mining Lease the State may grant or register in favour of persons other than the Company mining leases and other mining tenements in respect of the area subject to the Mining Leases for minerals other than coal unless the Minister for Mines determines (after considering proposals by the person applying for any such lease or other mining tenement to avoid undue prejudice to or inference with the operations (present or future) of the Company and consulting with the Company thereon) that such grant or registration is likely unduly to prejudice or interfere with the operations of the Company hereunder assuming the taking by the Company of

reasonable steps to avoid the prejudice or interference. Upon the grant of any such lease or other mining tenement the land contained therein shall be deemed to be automatically excised from the Mining Lease (with abatement of future rent in respect to the area excised but without any abatement of rent already paid or any rent which has become due and has been paid in advance).";

(h) subclause (8) -

by deleting "Company's Coal Mining Leases" and substituting the following -

"Mining Lease";

(i) subclause (9) -

(i) by deleting "Company's Coal Mining Leases" and substituting the following -

"Mining Lease";

(ii) by deleting "and has lodged a true copy of the agreement with the Department of Mines";

(j) subclause (10) -

(i) by deleting "Company's Coal Mining Leases" and substituting the following -

"Mining Lease";

(ii) by deleting "and the provisions of Section 115 of the Mining Act are modified accordingly";

(k) subclause (11) -

by deleting subclause (11) and the marginal rate thereto and substituting the following subclause -

"Stone, sand, clay and gravel

(11) The Company in accordance with proposals approved under this Agreement may for the construction of works (and the maintenance thereof) for the purposes of this Agreement and without payment of royalty, obtain stone sand clay or gravel from the Mining Lease except any part or parts thereof which constitute private land as defined in the Mining Act.";

(l) by deleting subclause (12).

(15) By inserting after Clause 21 the following clauses -

"Associated minerals

21A. (1) Subject to the provisions of this Clause the Company shall have the right during the currency of this Agreement to extract in addition to

coal but in conjunction with and as part of its coal mining operations minerals other than bauxite from the minesites within the Mining Lease.

- (2) (a) The Company shall not extract any minerals pursuant to this Clause otherwise than in accordance with a mode or modes of operations first approved by the Minister.
- (b) Any approval given by the Minister pursuant to this subclause may be given subject to such conditions as the Minister may reasonably determine.
- (3) The Company shall pay to the State in respect of minerals extracted pursuant to this Clause royalties at rates from time to time prescribed under the Mining Act and shall comply with the provisions of the Mining Act and regulations made thereunder with respect to the completion of production reports and payment of royalties.

Other minerals

- 21B. (1) Notwithstanding the existence of the Mining Lease the Company may mark out and apply for a mining lease or mining leases in respect of any part of the Mining Lease for minerals other than bauxite and coal subject to the provisions of the Mining Act and, subject to subclause (2) of this Clause, the Minister for Mines may grant such mining lease or mining leases.
- (2) No mining lease shall be granted pursuant to this Clause without the approval of the Minister.
- (3) In the event of the grant of a mining lease pursuant to Clause the land the subject thereof shall thereupon be deemed to be excised from the Mining Lease.
- (4) A mining lease granted pursuant to this Clause shall in addition to any covenants and conditions that may be prescribed or imposed pursuant to the Mining Act be subject to the following special conditions -
- (a) a breach by the Company under the mining lease shall be deemed

to be a breach of this Agreement;

- (b) the provisions of section 82(1)(d) of the Mining Act shall be modified so that the mining lease may not be assigned or underlet except as part of an assignment or underletting pursuant to Clause 32.
- (5) Where any mortgages or charges are registered in the Department of Mines against the Mining Lease and any part of the land the subject of the Mining Lease becomes the subject of a mining lease granted pursuant to this Clause then, unless the Company has with the consent of all relevant mortgagees or chargees notified the Minister to the contrary prior to the grant of such mining lease, that mining lease notwithstanding the provisions of the Mining Act shall be deemed to be subject to any such mortgages or charges as if it had been referred to therein and such mortgages or charges shall be registered as mortgages

against that mining lease in the order in which they appear registered against the Mining Lease.

Revertor to Mining Lease

21C. On the expiration or sooner determination of any mining lease granted pursuant to Clause 21B the land the subject of that mining lease shall thereupon be deemed to be part of the land in the Mining Lease and shall be subject to the terms and conditions of the Mining Lease and this Agreement (other than Clause 21B).".

(16) Clause 25 -

(a) subclause (2) -

by deleting "the provisions of paragraph (b) of subclause (1) of Clause 7(1)(c) and Clause 8" and substituting the following -
"approved proposals";

(b) by inserting after subclause (3) the following subclause -

"(4) The Company shall when reasonably required by the Minister from time to time report to the Minister on its investigations and endeavours to promote the sale of coal and to secure markets for coal from the areas the subject of the Mining Lease.".

(17) Clause 26 -

by deleting "Company's Coal Mining Leases" wherever it occurs and substituting in each place the following -

"Mining Lease".

(18) Clause 27 -

by deleting "Company's Coal Mining Leases" and substituting the following -

"Mining Lease".

(19) Clause 31 -

by deleting "Company's Coal Mining Leases" and substituting the following -

"Mining Lease".

(20) Clause 32 -

(a) subclause (1) -

(i) by deleting "Company's Coal Mining Leases or any of them" and substituting the following -

"Mining Lease";

(ii) by deleting "or disposition" and substituting the following -

"disposition or appointment";

(iii) by deleting "Company's Coal Mining Leases" and substituting the following -

"Mining Lease";

(b) subclause (3) -

by deleting "Company's Coal Mining Leases"
and substituting the following -
"Mining Lease".

(21) Clause 36 -

(a) subclauses (1) and (2) -

by deleting "Company's Coal Mining Leases or
any of them" wherever it occurs and
substituting the following -
"Mining Lease";

(b) by deleting subclause (5).

(22) Clause 37 -

(a) subclause (1) paragraph (a) -

by deleting "any coal mining lease granted
to the Company pursuant to subclause (1) of
Clause 21" and substituting the following -
"the Mining Lease";

(b) subclause (2) -

(i) by deleting "other than land held by
the Company pursuant to any of the
coal mining leases referred to in
Schedule "A" hereof";

(ii) by deleting "any coal mining lease
granted to the Company pursuant to
Clause 21" and substituting the
following -
"the Mining Lease";

(c) subclause (3) -

by deleting "other than land held by the Company pursuant to any of the coal mining leases referred to in Schedule "A" hereof";

(d) by deleting subclause (4).

(23) Clause 38 -

by deleting "by the State or any State agency or instrumentality or any local or other authority or statutory body of the State pursuant to any Act for the time being in force" and substituting the following -

"pursuant to the Environmental Protection Act 1986".

(24) Clause 42 subclause (1) -

by deleting "Arbitration Act, 1895" and substituting the following -

"Commercial Arbitration Act 1985 and notwithstanding section 20(1) of that Act each party may be represented before the arbitrators by a duly qualified legal practitioner or other representative".

(25) By deleting Clause 46.

(26) By deleting Clause 47.

(27) By deleting Schedule "A", Schedule "B" and Schedule "C" and substituting the following Schedule -

THE SCHEDULE

WESTERN AUSTRALIA

MINING ACT 1978

COLLIE COAL (GRIFFIN) AGREEMENT ACT

MINING LEASE

Mining Lease No.

The Minister for Mines a corporation sole established by the Mining Act 1978 with power to grant leases of land for the purposes of mining in consideration of the rents hereinafter reserved and of the covenants on the part of the Lessee described in the First Schedule to this lease and of the conditions hereinafter contained and pursuant to the Mining Act 1978 (except as otherwise provided by the Agreement (hereinafter called "the Agreement") described in the Second Schedule to this lease) hereby leases to the Lessee the land more particularly delineated and described in the Third Schedule to this lease for coal subject however to the exceptions and reservations set out in the Fourth Schedule to this lease and to any other exceptions and reservations

which subject to the Agreement are by the Mining Act 1978 and by any Act for the time being in force deemed to be contained herein and excepting and reserving out of this lease any portion of the said land which is now used for any public works or building whatsoever to hold to the Lessee for a term commencing on the date set out in the Fifth Schedule to this lease and expiring on 16th July 2030 (subject to sooner determination of the said term upon cessation or determination of the Agreement) upon and subject to such of the provisions of the Mining Act 1978 except as otherwise provided by the Agreement as are applicable to mining leases granted thereunder and to the terms covenants and conditions set out in the Agreement and to the covenants and conditions herein contained or implied and any further conditions stipulations set out in the Sixth Schedule to this lease the Lessee paying therefor the rents and royalties as provided in the Agreement PROVIDED ALWAYS that this lease is subject to the condition that the Company shall observe perform and carry out the provisions of the Coal Mines Regulation Act 1946 and PROVIDED FURTHER that this lease shall not be determined or forfeited otherwise than in accordance with the Agreement.

In this lease -

- . "Lessee" includes the successors and permitted assigns of the Lessee and if the Lessee be more than one the

respective successors and permitted assigns of each Lessee.

- . If the Lessee be more than one the liability of the Lessee hereunder shall be joint and several.
- . Reference to any Act includes all amendments to that Act for the time being in force and also any Act passed in substitution therefor or in lieu thereof and the regulations and by-laws for the time being in force thereunder.

FIRST SCHEDULE

THE GRIFFIN COAL MINING COMPANY PTY. LIMITED a company incorporated in Western Australia and having its registered office at 13th Floor, 28 The Esplanade, Perth.

SECOND SCHEDULE

The Agreement ratified by the Collie Coal (Griffin) Agreement Act 1979 including any amendments to that Agreement.

THIRD SCHEDULE

(Description of land)

Locality:

Mineral Field(s):

Area, etc.:

Being the land delineated on Original Plan(s) No. and
recorded in the Department of Mines, Perth.

FOURTH SCHEDULE

- (a) All petroleum as defined in the Petroleum Act 1967 on or below the surface of the land the subject of this lease is reserved to the Crown in right of the State of Western Australia with the right of the Crown in the right of the State of Western Australia and any person lawfully claiming thereunder or otherwise authorised to do so to have access to the land the subject of this lease for the purpose of searching for and for the operations of obtaining petroleum (as so defined) in any part of the land.

The right is also reserved to the Crown in right of the State of Western Australia and any person lawfully claiming thereunder or otherwise authorised to do so to have access to the land the subject of this lease for the purpose of searching for and for the operations of obtaining water (including the construction operation and maintenance of bore fields and water pipelines) for use in coal-fired power stations in the vicinity of this lease.

FIFTH SCHEDULE

(Date of commencement of the lease)

SIXTH SCHEDULE

(Any further conditions or stipulations)

In witness whereof the Minister for Mines has affixed his
seal and set his hand hereto this day of 19 .".

IN WITNESS WHEREOF this Agreement has been executed by or on behalf of the parties hereto the day and year first hereinbefore written.

SIGNED by the said)
THE HONOURABLE RICHARD FAIRFAX)
COURT in the presence of -)

MINISTER FOR RESOURCES DEVELOPMENT

THE COMMON SEAL of)
THE GRIFFIN COAL MINING)
COMPANY PTY. LIMITED)
was hereto affixed by)
authority of the Board of)
Directors, and in the presence)
of -)

Director

Secretary

2331



DEPARTMENT OF RESOURCES DEVELOPMENT
Western Australia

E.P.C.B.
Agreement Act.
Box 46.

Our Ref: 1749/91V2

Executive Director
DEPARTMENT OF CONSERVATION AND LAND MANAGEMENT

Attention: Mr F. Batini

COLLIE COAL (GRIFFIN) AGREEMENT AMENDMENT ACT

Attached for your consideration is a copy of the draft Griffin Agreement Amendment.

The Amendment serves to update the Principal Agreement to a comparative standard to that of the Collie Coal (Western Collieries) Agreement which was varied in 1985 and 1990.

Major Amendment provisions from your Department's perspective are:

1. Clause 4(9) Environmental Reporting (p.11)

The environmental reporting clause has been amended to enable the Minister to request amendment of the environmental report and/ or programme.

2. Clause 4(14) Mining Lease Consolidation (p.18)

The Amendment provides for the creation of a single mining lease over Schedule A, B and C coal mining leases currently held under the Agreement.

3. Clause 4(14) Mining Lease Conditions (p.18)

The proposals clause has been varied to provide for mining lease conditions to be consistent with Agreement provisions and approved proposals.

4. Clause 4(14) Additional Areas (p.19)

Provision has been inserted which enables the Company to bring additional areas into the Agreement subject to Ministerial consultation and determination.

*AC fyi. — I don't think
we think much we can
or wish to do*
23/4
No. Comment.

5. Clause 4(23) Environmental Protection (p.32)

*Other Acts
must still
apply. Simon
confirms this is so*

The environmental "catch all" clause has been amended to refer exclusively to the EP Act in line with recent Agreement Act policy.

I request that any comments you may wish to make in relation to your area of responsibility be provided to Resources Development by 6 May 1993. Should you wish to discuss any aspect of the draft Agreement Amendment please contact Simon Thackray from this Department.



R.G. Suttie
DIRECTOR
RESOURCE PROCESSING DEVELOPMENT

7 April 1993 (k:sith0626)
Att.