

INTERIM ASSESSMENT

FORM 7 Version 4

Estimated Total Rent \$ 12

Land Title Act 1994 and Land Act 1994

LEASE/SUB-LEASE

QUEENSLAND LAND REGISTRY

Page 1 of 23



705449119

705483227

\$90.80

\$90.80

19/03/2002 13:16

Stamp Duty Imprint

\$ 354

OLD STAMP DUTY - BNE

1150064705-8

BE 500

PORTS CORPORATION OF QUEENSLAND
ABN 49 657 447 879

Lodger Name, address & phone number

Lodger

11/02/2002 15:45:41
Clayton Utz
DX 128, Brisbane
Ph: 3292 7000
Ref: MHR:1020324

\$0.35 LEAS

2. Description of Lot	County	Parish	Title Reference
Lot 144 on SP 121683	Carlisle	Hector	50333249
3. Lessee	Given names	Surname/Company name and number	(include tenancy if more than one)
		DALRYMPLE BAY COAL TERMINAL PTY LTD ACN 010 268 167 BHP COAL PTY LTD ABN 83 010 595 721	Tenants in Common in equal shares

4. Interest being leased

Fee Simple

5. Description of premises being leased

Lease A on SP133879 as described in attached plans

6. Term of lease

Commencement date: 6 December 2001

*Expiry date: 13 March 2013

**Options on page 6

*not required for leases in a retirement village **insert nil if no option

7. Rental/Consideration

See Schedule

8. Grant/Execution

The Lessor leases the premises described in item 5 to the lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached schedule.

Witnessing Officer

Execution Date

Lessor's Signature

.....signature / /

See Enlarged Panel

.....full name

.....qualification

per Schedule 1 of Land Title Act 1994 (eg Legal Practitioner, JP, C.Dec)

9. Acceptance

The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

Witnessing Officer

Execution Date

Lessee's Signature

.....signature / /

See Enlarged Panel

.....full name

.....qualification

per Schedule 1 of Land Title Act 1994 (eg Legal Practitioner, JP, C.Dec)

MHR:891507_5- TUG HARBOUR LEASE

Title Reference 50333249

8. Grant/Execution

The Lessor leases the premises described in item 5 to the lessee for the term stated in item 6 subject to the covenants and conditions contained in:
the attached schedule.

I

Witnessing Officer

Execution Date

Lessor's Signature

.....signature

31/1/02

THE OFFICIAL SEAL of THE PORTS CORPORATION OF QUEENSLAND was affixed in the presence of two officers duly authorised in that behalf:

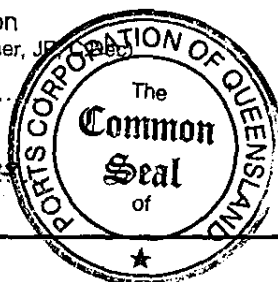
.....full name

.....qualification

per Schedule 1 of Land Title Act 1994 (eg Legal Practitioner, JP, C.Dec)

Signature of officer

Name of Officer in Full



Signature of officer

Name of Officer in Full

9. Acceptance

The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

Witnessing Officer

Execution Date

Lessee's Signature

.....signature

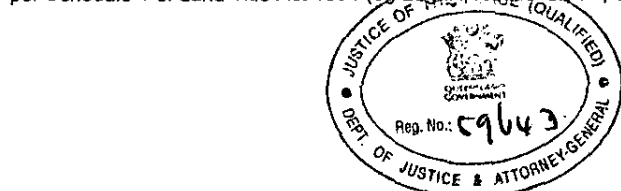
24/1/02

THE COMMON SEAL of DALRYMPLE BAY COAL TERMINAL PTY LTD ACN 010 268 167 was affixed in accordance with its Constitution in the presence of:

.....full name

.....qualification

per Schedule 1 of Land Title Act 1994 (eg Legal Practitioner, JP, C.Dec)



(Signature of Director)

NEVILLE WILSON
(Name of Director in Full)

(Signature of Secretary/Director)

GREGORY LINDSAY
(Name of Secretary/Director in Full)

Witnessing Officer

Execution Date

Lessee's Signature

.....signature

31/1/02

THE COMMON SEAL of BHP COAL PTY LTD ABN 83 010 595 721 was affixed in accordance with its Constitution in the presence of:

.....full name

.....qualification

per Schedule 1 of Land Title Act 1994 (eg Legal Practitioner, JP, C.Dec)



(Signature of Director)

SANTIAGO BERREMAN
(Name of Director in Full)

(Signature of Secretary/Director)

TILL BUCKLE
(Name of Secretary/Director in Full)

Title Reference 50333249

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Lease, unless the subject or context is inconsistent, each of the following expressions have the meaning assigned to it below:

"Act"	means the Transport Infrastructure Act 1994.
"Commencement Date"	means the date described as such in Item 6 of the Form 7 in this Lease.
"Business Day"	means a day, other than a Saturday, Sunday or public holiday in Mackay.
"Causeway"	means the causeway constructed between the Premises and the adjacent esplanade and includes all supporting structures, roads and infrastructure relating to the causeway.
"Contamination"	means any action that results in land becoming "contaminated" land within the meaning of the <i>Environmental Protection Act 1994</i> .
"CQCA"	means Central Queensland Coal Associates consisting (at the Commencement Date) of: BHP Coal Pty Ltd - ABN 83 010 595 721; Umal Consolidated Pty Ltd - ABN 29 000 767 386; BHP Queensland Coal Limited - ABN 62 010 506 073; Mitsubishi Development Pty Ltd - ABN 17 009 779 873; QCT Investment Pty Ltd - ABN 45 010 487 831; QCT Mining Pty Ltd - ABN 47 010 487 840; QCT Management Limited - ABN 57 010 472 036
"Dalrymple Bay Coal Terminal"	means the bulk coal terminal known as Dalrymple Bay Coal Terminal at Hay Point, Queensland.
"Environmental Management Plan"	means a plan setting out the impact on the environment of the activities to be conducted by the Lessees and detailing the activities the Lessees will undertake to minimise the impact on the environment of the activities of the Lessees and to ensure compliance with all relevant environmental legislation.
"Expiry Date"	means the date described as such in Item 6 in the Form 7 in this Lease.
"First Operating Year"	means the period from and including the Commencement Date to and including the next ensuing 30 June.
"Force Majeure Event"	means any event or circumstance or combination of events and circumstances which is beyond the control of the party affected and which causes or results in a default or delay in the performance by that party of its obligations under this Lease and will include:

Title Reference 50333249

- (a) war, whether declared or undeclared, revolution or act of public enemies;
- (b) riot or civil commotion;
- (c) strike or lockout or stoppage or ban or limitation on work or restraint of labour;
- (d) act of God;
- (e) fire, flood, storm, cyclone, explosion, earthquake, malicious damage, natural disaster or sabotage;
- (f) act or restraint of any governmental or semi-governmental or other public or statutory authority; and
- (g) any other cause not reasonably within the control of the party claiming a Force Majeure Event.

"Hay Point Coal Terminal"

means the bulk coal terminal known as Hay Point Coal Terminal at Hay Point, Queensland .

"Land"

means the land described in Item 2 of the Form 7 in this Lease.

"Lease Year"

means each consecutive 12 month period during the Term, commencing on the Commencement Date.

"Lessees"

includes the parties noted in Item 3 of the Form 7 in this Lease, the Lessees' respective successors and permitted assigns and where not inconsistent with the context, the Lessees' employees, contractors and agents and where this Lease has been terminated in respect of one Lessee, the term means the remaining Lessee and its successors and permitted assigns and where not inconsistent with the context, the Lessee's employees, contractors and agents.

"Lessor"

includes the Lessor and its successors and assigns and where not inconsistent with the context, the Lessor's employees, contractors and agents.

"Maintenance Works"

means maintenance, repair, demolition, construction, dredging and other works (whether involving capital expenditure or operational expenditure) reasonably required to maintain the Tug Harbour, and all structures on it in good order and repair, in compliance with all statutory requirements and fit for the purpose for which it was constructed, and includes dredging to facilitate the use of the Tug Harbour pursuant to this Lease whether within or outside the Tug Harbour.

"Month"

means a calendar month.

"Operating Year"

means the period from and including 1 July in any year to and including the next ensuing 30 June.

"Permitted Use"

means the operation of a towage and lineboat business .

"Perpetual Lease"

means PPL 0/214948, Title Reference 40027091

"Pollution"

means any discharge, emission or deposit of anything in any state or combination of states, howsoever caused which brings about or causes or may be reasonably expected to bring about or cause any deterioration, degradation, harm or damage to the environment so as to create or be likely to create the following conditions:

Title Reference 50333249

- (a) a risk to the health of any person or conditions unsuitable for occupation or any material use of Premises;
- (b) the requirements to remediate or clean up to any extent; or
- (c) a source of pollution,

and includes (without limitation) Environmental Harm as that term is defined in the *Environmental Protection Act (Qld) 1994*.

"Port" means the Port of Hay Point and includes Tug Harbour.

"Premises" means the Land together with the buildings and appurtenances constructed on it.

"Senior Executive" means a senior executive officer of a party nominated in writing by that party. In default of such nomination, the Senior Executive will be the Chief Executive Officer of that party.

"Sub-Lease" means the sub-lease of the Perpetual Lease between the Lessor and the Lessees commencing on the Commencement Date.

"Term" means the period commencing on the Commencement Date and terminating on the Expiry Date, and includes any renewal of the term pursuant to clause 3.2.

"Tug Harbour" means the harbour and facilities constructed at Half Tide within the Port for the provision of tug services and includes the Premises, the premises the subject of the Sub-lease and the Causeway.

"Whole of Port Environment Management Strategy" means the document attached as an Appendix.

1.2 Interpretation

In this Lease:

- (a) reference to any statute or statutory provision includes any modification or re-enactment of, or any legislative provisions substituted for, and all legislation and statutory instruments issued under such legislation or such provision;
- (b) words denoting the singular include the plural and vice versa;
- (c) words denoting individuals include corporations, associations, trustees, instrumentalities and partnerships and vice versa;
- (d) words denoting any gender include all genders;
- (e) references to Parties, Parts, Clauses, Annexures, Appendices and Schedules are references to Parties, Parts, Clauses, Annexures, Appendices and Schedules to this Lease as modified or varied from time to time;
- (f) references to any document, deed or agreement include references to such document or agreement as amended, novated, supplemented, varied or replaced from time to time;

Title Reference 50333249

- (g) references to any party to this Lease or any other document, deed or agreement include its successors or permitted assigns;
- (h) references to dates and times are to Brisbane time;
- (i) references to "\$" and "dollars" are to the lawful currency of Australia.

2. EXCLUSION OF STATUTORY PROVISIONS

2.1 Exclusions

- (a) The covenants, powers and provisions implied in leases by virtue of Sections 105 to 109 of the *Property Law Act 1974* will not apply to this Lease.
- (b) The use in this Lease of words in any of the forms of words contained in the first column of the Third Schedule of the *Property Law Act 1974* will not imply any covenant under Section 109 of that Act.
- (c) To the extent permitted by law the application to this Lease of any moratorium or other Act whether State or Federal having the effect of extending the term, reducing or postponing the payment of rent or otherwise affecting the operation of the terms of this Lease is expressly excluded and negated.

2.2 Unenforceable Provisions

Any provision of this Lease which is in breach of any Statute, regulation, by-law or ordinance and which in consequence of such breach or for any other reason is void, voidable, unenforceable or invalid will (unless it is a fundamental commercially significant provision) in such case be severable from this Lease and this Lease will be read as though such provision did not form part of this Lease at any time.

3. LEASE TERM

3.1 Term of this Lease

The Lessor leases to the Lessees the Premises for the Term which may be extended pursuant to the provisions of this clause 3.

3.2 Rights of Renewal

If:

- (a) not earlier than 9 months prior to and not later than 1 month prior to the then current Expiry Date, the Lessees give notice in writing to the Lessor that they wish to extend the term of this Lease and the Sub-Lease for a further concurrent period of up to 15 years; and
- (b) at the date of that notice the Lessees are not in substantial breach of this Lease or the Sub-Lease, notice of which has previously been given by the Lessor to the Lessees,

then (subject to clause 3.3) the Expiry Date (and the corresponding date under the Sub-Lease) will be extended by that period and the same terms and conditions including this clause for extension will apply to the extended Lease, and the parties will execute a variation of lease and a variation of Sub-lease in registrable form and cause them to be stamped and registered to give effect to the extensions and register those extensions.

3.3 Maximum Term

The Term of this Lease cannot be extended beyond 15 October 2062.

Title Reference 50333249

3.4 Monthly Tenancy

If the Lessees with the consent of the Lessor continue to occupy the Premises or any part of them beyond the end of the Term they will do so as a monthly tenant only upon and subject to the same covenants, terms and conditions and provisions contained in this Lease.

The tenancy so created will be terminated at any time by either party by giving one months notice in writing to that effect to the other party.

4. ANNUAL RENT

4.1 Lessees to Pay Rent if Demanded

The Lessees will pay to the Lessor in respect of each Lease Year the sum of ONE DOLLAR (\$1.00) if demanded by the Lessor.

5. USE

5.1 Permitted Use

The Lessees will use the Premises for the Permitted Use during the Term.

5.2 No Warranty – Use

The Lessor makes no warranty that the Premises are fit for the Permitted Use or any other use or purpose intended by the Lessees. This clause does not limit the Lessor's obligations in this Lease in relation to maintenance.

5.3 Unacceptable Use

The Lessees will not carry on or permit to be carried on upon the Premises or any part or parts of the Premises any offensive or noxious or noisome occupation, trade or business provided always that the use of the Premises for the Permitted Use will not for the purposes of this clause be considered as the carrying on of an offensive, noxious or noisome occupation, trade or business.

5.4 Lessor's Requirements

The Lessees will comply with the reasonable requirements of the Lessor, notified to the Lessees in writing, which are necessary for the safety of all users and occupiers of the Port, provided that no requirement unreasonably interferes with the Lessees' Permitted Use of the Premises.

5.5 Road Access

The Lessor will allow the Lessees access to the Land from the esplanade nearby, over the road constructed on the Lessor's adjoining land.

6. SERVICES AND EROSION

6.1 Lessees' Obligations

The Lessees will duly and punctually pay all general charges for water, electric light, electric energy, and gas, sewerage and any other services supplied to the Lessees in respect of this Lease and will be responsible for the costs of all meters required for the measurement of such services.

Title Reference 50333249

6.2 Rates and Taxes

The Lessees will pay all rates, taxes and assessments charged, levied or imposed on the Premises.

6.3 Erosion

To the extent necessary to prevent any deterioration to the Premises, the Lessees will, during the continuance of the Term at no cost or expense to the Lessor, adopt practices, that as far as reasonably practical, protect the Premises from erosion or the likelihood of further erosion.

7. COMPLIANCE WITH ACTS, REGULATIONS

7.1 Compliance

The Lessees will at the cost and expense of the Lessees comply with the provisions of all statutes and subordinate legislation for the time being in force affecting the Premises or any part or parts of the Premises and the Lessees' use of the Premises and immediately and from time to time if and when required so to do comply with and satisfy all lawful requirements of any competent authority with respect to the Premises or any part or parts of the Premises.

7.2 Storage

The Lessees will not keep or store or permit to be kept or stored on the Premises any materials of a dangerous, flammable or explosive nature without the Lessees having obtained all approvals necessary from any governmental or statutory authority and the Lessees will store any such materials in accordance with such approvals.

7.3 Environment

The Lessees will at their cost and expense:

- (a) apply for, obtain and maintain for the whole of the Term all approvals, permits, licences and authorisations which may be necessary under the Environmental Protection Act ("the EPA") and the Integrated Planning Act 1997 Qld ("IPA") for and in relation to the exercise of the rights given under the Lease;
- (b) within 6 months from the Commencement Date or such other time as mutually agreed by the parties produce to the Lessor a draft Environmental Management Plan with respect to the Premises which complies with the Whole of Port Environment Management Strategy for approval by the Lessor;
- (c) comply with the approved Environmental Management Plan and any amendments to it reasonably required by the Lessor and any statutory authority from time to time;
- (d) undertake any reasonable environmental management and/or monitoring as required or requested by the Lessor or any statutory authority;
- (e) supply to the Lessor on demand; -
 - (i) copies or other evidence acceptable to the Lessor of all or any approvals, permits, licences and authorisations;
 - (ii) a complete copy of any environmental audit relating to the Premises carried out by the Lessees (or on the Lessees' behalf) before or during the Term; and
 - (iii) all results (including raw data) of any environmental management and/or environmental monitoring program in a form acceptable to the Lessor;

Title Reference 50333249

- (f) comply with;
 - (i) the environmental duties imposed by Section 36 of the EPA;
 - (ii) all other applicable requirements of the EPA and the IPA; and
 - (iii) all conditions of approvals, permits, authorities and/or licences issued under the EPA and the IPA; and
- (g) immediately give the Lessor notice of:
 - (i) any Pollution caused or threatened to the Premises or immediately surrounding environment which may require notice to be given to the EPA administering authority; and
 - (ii) any likely or pending action against the Lessees or relating to the Premises for any offence or breach of the IPA or the EPA (including Contamination or Pollution) or of any environmental protection orders imposed.

7.4 Pollution

The Lessees:

- (a) will (in the event that the Lessor or the Lessees are so required by any Government Environmental Agency) remediate the Land, in accordance with the requirements of that Agency, to the extent that Contamination or Pollution to or of the Land was caused either during the Term (except by the Lessor) or by the act or omission of the Lessees at any time; and
- (b) will not be responsible for any Contamination of (or any Pollution of or from) the Land or any other Land caused, or contributed to, by any actions taken or omissions made:
 - (i) before the Commencement Date except to the extent to which any Contamination or Pollution was caused by the act or omission of the Lessees;
 - (ii) by the Lessor during the Term;
 - (iii) after the date upon which the Lessees cease to use and occupy the Land except to the extent to which any Contamination or Pollution was caused by any act or omission of the Lessees during the Term; or
 - (iv) by any third party, however, the onus of proving that the Lessees were not responsible will be on the Lessees.

7.5 Environmental Audits

The Lessor is entitled to conduct environmental audits to check the Lessees' compliance with this clause and the Lessees will allow access and provide full co-operation if and when the Lessor decides to conduct such environmental audits. The Lessor will, at the request of the Lessees, provide a copy of any environmental audit reports conducted pursuant to this subclause to the Lessees.

7.6 Remedial Action

The Lessor may, at the Lessees' expense, take any action it deems necessary to remedy any default of the Lessees under this clause.

Title Reference 50333249

7.7 No Maintenance Works by Lessees

Despite any other provision in this Lease, nothing in this Lease (in particular, in clauses 5.4, 6.1 or 7) requires the Lessee to effect any Maintenance Works (other than to remedy any negligent act or omission by the Lessees). To the extent that Maintenance Works are required to enable the Lessees to discharge any obligation, the Lessees will only be required to give notice to the Lessor of the need for those Maintenance Works, and will not otherwise be required to effect those Maintenance Works.

8. ENTRY ONTO PREMISES

8.1 Access for Services

The Lessees will at all reasonable times (and in the case of emergency at any time) permit the Lessor and other relevant authorities having jurisdiction in that regard and their officers, agents, employees with workmen and others to enter upon the Premises or any part or parts of them to erect, re-erect, alter, remove, service and maintain any electricity supply mains, drainage mains and pipe work and any other services which are reasonably necessary for the efficient maintenance of the Premises as required by clause 10 and the Port in general and other lands under the control and management of the Lessor provided that no undue interference or inconvenience is caused to the Lessees' use and occupation of the Premises.

8.2 Navigation Matters

The Lessees will at all times permit the Lessor and any competent authority and their officers, agents, employees with workmen and others free and unrestricted access to, from and across the Premises for the purpose of erecting navigation lights or marks on the Premises or on any structure on the Premises and for inspecting, maintaining, repairing, altering or removing any navigation light or mark (provided that no undue interference or inconvenience is caused to the Lessees' use and occupation of the Premises) and will not in any way interfere with any navigation mark or light erected (whether erected before or after the Commencement Date) lawfully on the Premises or on any structure on the Premises.

8.3 Obstruction

The Lessees will keep the sight line of any navigation leads which cross the Premises clear of obstruction to the reasonable satisfaction of the Regional Harbour Master and the Lessor provided however with the prior approval of the Regional Harbour Master and the Lessor, the Lessees may make alternative arrangements for relocating the navigation leads.

8.4 Access by Lessor to Check Compliance by Lessees

The Lessees will at all reasonable times permit the Lessor and its officers, agents and employees with workmen to enter upon the Premises or any part or parts of the Premises for the purposes of satisfying the Lessor that the Lessees are complying with their obligations under this Lease.

9. INDEMNITY AND INSURANCE

9.1 Release of Lessor

The Lessees agree to occupy and use and keep the Premises at the risk of the Lessees and hereby release to the full extent permitted by law the Lessor, and its respective agents, employees and contractors from all claims and demands of every kind and from all liability which may arise in respect of any accident or damaged property or death or injury to any person of whatsoever nature or kind in or near the Premises, except arising as a result of the negligence of the Lessor.

Title Reference 50333249

9.2 Lessees to Indemnify

The Lessees indemnify and will keep indemnified the Lessor (except to the extent of any wilful or negligent act or omission on the part of the Lessor, its servants, agents, contractors and employees and of any breach or default by the Lessor under the terms of this Lease) from and against all actions, claims, demands, losses, damages, costs and expenses for which the Lessor may become liable in respect of or arising from:

- (a) the use, misuse, waste or abuse by the Lessees or any servant, agent, contractor, invitee, permitted sub-tenant or any person claiming through or under the Lessees of the water, gas, electricity, oil, lighting or other services and facilities servicing the Premises;
- (b) loss, damage or injury caused to any property or suffered by any person arising out of any act or omission of the Lessees; and
- (c) any act, event or occurrence on the Premises.

9.3 Public Liability Insurance

The Lessees will keep current at all times during their occupation or possession of the Premises, a policy of public liability insurance applicable to the Premises and the business carried on on the Premises for \$20 million which may be paid arising out of any one single accident or event or such higher amount as the Lessor may from time to time reasonably require in the joint names of the Lessor and the Lessees and the Lessees will, if so requested by the Lessor, provide the Lessor with a certificate of currency for such policy.

9.4 General Insurance

After consultation with the Lessor, the Lessees will take out an insurance policy to the satisfaction of the Lessor to cover:

- (a) loss or damage to the property of the Lessor in the Tug Harbour;
- (b) claims by any person against the Lessor in respect of loss or damage to any property, including without limitation, property in transit in relation to the Tug Harbour and associated activities; and
- (c) the risks and indemnities referred to in this clause 9 except for the risks and indemnities referred to in clause 9.2(a),

and such policy will be increased, if required by the Lessor, if any improvements are made to the Lessor's property.

9.5 Further Insurance

The Lessees will take out any further insurance reasonably required by the Lessor so as to protect the Lessor's interest in the Lessor's property and any claims that could be made against the Lessor arising from the Lessees carrying out any activities or work on the Premises, including without limitation, insurance in relation to the employees, contractors or agents of the Lessees and any motor vehicles owned or being used by the Lessees for their employees, contractors or agents.

9.6 Lessee Not to Make Insurance Void or Voidable

Subject to the right of the Lessees to carry on the Permitted Use, the Lessees will not do or permit to be done any act which may have the effect of rendering any insurance policy or any part of any insurance policy required under this Lease void or voidable or of increasing any insurance premium payable in respect of the policy.

Title Reference 50333249

9.7 Insurance and Sub-Lease

Any policy of insurance required under this clause 9 may be effected under a single policy in respect of the Premises and the premises under the Sub-Lease.

10. MAINTENANCE

10.1 Maintenance Works

The Lessor will undertake all Maintenance Works.

10.2 Removal of Structures

The Lessees will not remove any structures, buildings or any other improvements on or forming part of the Premises without first obtaining the consent of the Lessor.

11. BUDGET AND PLAN FOR MAINTENANCE

11.1 As soon as practicable after the Commencement Date, the Lessor will provide the Lessees with a draft maintenance plan and budget in relation to the Maintenance Works that are to be carried out by the Lessor for the First Operating Year.

11.2 If the Commencement Date falls after 28 February and before 30 June, the Lessor will not have to provide a plan or budget for the First Operating Year.

11.3 As soon as practicable after the Commencement Date, and then on or before 28 February of each Operating Year after the First Operating Year, the Lessor will provide the Lessees with a draft maintenance plan and budget in relation to the Maintenance Works that are to be carried out by the Lessor for the following Operating Year.

11.4 Budgets prepared in accordance with this clause will take into account any payments pursuant to clauses 12.1 and 12.2 that have been under or over charged in previous Operating Years.

11.5 The Lessees will provide comments (if any) on any draft maintenance plans and budgets prepared pursuant to this clause to the Lessor within 1 calendar month of receipt of the draft.

11.6 The Lessor will provide the Final Maintenance Plan and Budget to the Lessees within 1 calendar month of receipt of comments on the draft maintenance plan and budget from the Lessees.

11.7 A maintenance plan and budget prepared pursuant to this clause will include details of maintenance strategies, options and risk and an estimate of charges to be levied in relation to Maintenance Works.

12. RECOVERY OF COSTS OF MAINTENANCE WORKS

12.1 Payment by Lessees

The Lessees must pay to the Lessor the cost of the Maintenance Works as per the Final Maintenance Plan and Budget for each Operating Year.

12.2 Payment by Instalments

The cost of the Maintenance Works must be paid in advance in two equal instalments on 1st July and 1st January of each Operating Year.

Title Reference 50333249

12.3 Payment where Budget Delayed

Where the final maintenance plan and budget for any Operating Year has not been provided to the Lessees under clause 11.6 before the due date for an instalment in relation to the Operating Year, the due date for that instalment will be the date fourteen (14) days after the final maintenance plan and budget has been provided to the Lessees.

12.4 Payment where no Budget

Where no plan or budget is required under clause 11.2 for the First Operating Year, the Lessees will pay to the Lessor the cost of the Maintenance Works as invoiced by the Lessor to the Lessees following completion of the First Operating Year, within fourteen (14) days of the Lessor providing the invoice to the Lessees.

13. DETERMINATION OF LEASE

13.1 Termination

Subject to any other terms in this Lease to the contrary, this Lease will continue in force until the earlier of:

- (a) the expiry of the Term (as extended from time to time) by the effluxion of time;
- (b) the determination by the Lessor in accordance with the terms of clause 13.3; and
- (c) the Lessor exercising its option to terminate the Lease or insofar as it affects one of the Lessees, part of the Lease, pursuant to clause 13.2.

13.2 Termination in the Event of Liquidation, Administration or Arrangement with Creditors

In the event that one or both of the Lessees:

- (a) stops or suspends or threatens to stop or suspend payment of all or a class of its debts or enters a scheme of arrangement or composition with creditors;
- (b) is insolvent within the meaning of s.95A of the *Corporations Law*;
- (c) is presumed to be insolvent pursuant to s.459C(2) of the *Corporations Law*;
- (d) has an administrator appointed over all or any of its assets or undertaking; or
- (e) has an application made to the court for the winding up of the Lessee which is not stayed within 14 days or winding up order made against it, otherwise than for the purposes of reconstruction, reorganisation, amalgamation or merger,

the Lessor may at its option terminate the Lease and the Sub-Lease insofar as they relate to the party affected by one of the matters listed above. The Lease will continue in favour of the unaffected Lessee. The Lease will continue for the balance of the Term with the Lessor (acting reasonably) nominating after consultation with the remaining Lessee what parts of the Premises are to continue to be a part of this Lease. The continuing Lessee will continue to be bound by the terms and provisions of this Lease. If one of the Lessees cease to be a Lessee pursuant to this clause 13.2, that in no way affects any obligations and liabilities of that Lessee that has been incurred by that Lessee prior to it ceasing to be a Lessee.

13.3 Lessees' Default

In addition to the other rights and remedies of the Lessor, if the Lessees commit a significant breach of any covenant in this Lease and the Sub-lease, it will be lawful for the Lessor (provided it has given the Lessees reasonable prior written notice allowing the Lessees to remedy any such breach and such breach is not so

Title Reference 50333249

remedied within that time) by any of its officers, employees or other agents to re-enter upon the Premises or any part of the Premises and thereupon this Lease will determine absolutely without prejudice however to any right of action by the Lessor in respect to any antecedent breach of any of the covenants by the Lessees contained in this Lease.

13.4 Termination of Perpetual Lease

If the Perpetual Lease is duly terminated in respect of a Lessee, the Lessor may terminate this Lease in respect of the same Lessee by giving written notice to that Lessee. The termination takes effect on the date the notice is given.

13.5 Yielding Up

On termination of this Lease, the Lessees will yield up the Premises in good repair and condition in accordance with the Lessees' obligations under this Lease and will take all such action in so far as the Lessees are required to do so by law and as may be reasonably required of them to remove any Contamination or Pollution to the Premises caused by the Lessees or occurring during the Term (except where caused by the Lessor).

13.6 Make Good

If required by the Lessor, the Lessees must on or prior to termination of this Lease remove any improvements effected by the Lessees and make good any damage done as a result of the removal, returning that part of the Premises to the state and condition it would have been in had the improvements not been made.

14. ASSIGNMENT AND SECURITY

14.1 Dealings

- (a) The Lessees or either of them may not transfer or assign their rights under the Lease or grant a sub-lease without obtaining the prior written consent of the Lessor which consent will not be unreasonably withheld.
- (b) As a condition of giving any consent pursuant to the provisions of clause 14.1(a) to a transfer or assignment, the Lessee(s) will, if required by the Lessor, procure at no cost to the Lessor the proposed transferee or assignee to enter into a deed of covenant agreeing to be bound by the terms, conditions and obligations of this Lease as Lessee(s).
- (c) It will be reasonable for the Lessor to withhold its consent where the Lessor (acting reasonably) is not satisfied that the proposed assignee has the resources (including financial resources) and experience to discharge the obligations of the Lessee(s) under this Lease, and to carry on the business undertaken by the Lessee(s) from the Premises. The onus of proving the assignee satisfies these requirements is on the Lessee(s), and the Lessee(s) must pay the Lessor's reasonable costs incurred in considering the assignment.
- (d) In the event that the Lessor consents to a transfer or assignment of the Lessee's or Lessees' rights under this Lease the Lessor will by deed in such terms as may be reasonably required by the Lessee(s) release the Lessee(s) from future obligations under the Lease from the date of any such transfer or assignment.
- (e) The Lessees are not entitled to mortgage, charge or encumber their rights and obligations under this Lease, except by way of a charge over their assets generally in favour of a financier or by way of a mortgage, charge or other encumbrance given pursuant to the Central Queensland Coal Associates Joint Venture Agreement dated 2 April 1984, as amended from time to time.
- (f) An interest under this Lease cannot be assigned except in conjunction with an assignment of a corresponding interest in the Sub-lease to the same assignee.

Title Reference 50333249

14.2 Rights of access

Nothing in this clause 14 prevents the Lessees from granting rights of access to and from the Premises to persons operating tug boats and line handling launches for, on behalf of or with the authority of the Lessees.

15. RELATIONSHIP OF PARTIES**15.1 Several Liability**

The rights and obligations of Dalrymple Bay Coal Terminal Pty Ltd and BHP Coal Pty Ltd pursuant to this Lease are several in the following proportions:

Dalrymple Bay Coal Terminal Pty Ltd 50%

BHP Coal Pty Ltd 50%

15.2 BHPC/CQCA Liability

BHP Coal Pty Ltd has entered into this Lease as manager and agent for CQCA. Each of the parties comprising CQCA are jointly and severally liable for the obligations of BHP Coal Pty Ltd under this Lease.

16. ALTERATION TO NUMBER OF LESSEES**16.1 Reduction to Number of Lessees**

In the event that for any reason either:

- (a) BHP Coal Pty Ltd or any approved assignee of this Lease ceases to be the manager of the Central Queensland Coal Associates or BHP Coal Pty Ltd's wholly owned subsidiary, Hay Point Services Pty Ltd ceases to manage the Hay Point Coal Terminal; or
- (b) Dalrymple Bay Coal Terminal Pty Ltd or any approved assignee of this Lease ceases to operate or maintain the Dalrymple Bay Coal Terminal,

then the Lessor may, in its absolute discretion by notice in writing to the Lessees:

- (c) if one or both of the events in clause 16.1(a) occur terminate this Lease as far as it relates to BHP Coal Pty Ltd or any approved assignee of this Lease; or
- (d) if the event in 16.1(b) occurs terminate this Lease as far as it relates to Dalrymple Bay Coal Terminal Pty Ltd or any approved assignee of this Lease; and
- (e) if any one of the events in clauses 16.1(a) or 16.1(b) occurs, also terminate this Lease as far as it relates to the continuing Lessee, in respect of such part or parts of the Premises as the Lessor may nominate, provided the remaining areas are, in the reasonable opinion of the Lessor, sufficient for the purposes of the continuing Lessee carrying out the Permitted Use on its own account.

16.2 Continuing Obligations

In the event that Dalrymple Bay Coal Terminal Pty Ltd or BHP Coal Pty Ltd become the sole Lessee of the Lease, all the rights and obligations of the Lessees under this Lease will be deemed to be the rights and obligations of the continuing Lessee only.

Title Reference 50333249

16.3 Past Obligations

If one of the Lessees cease to be a Lessee pursuant to clause 16.1, that in no way affects any obligations and liabilities of that Lessee that have been incurred by that Lessee prior to it ceasing to be a Lessee.

16.4 Increase to Number of Lessees

If a third party wants to use the Premises and such use will not unreasonably disadvantage the Lessees, the Lessees will, at the request of the Lessor, assign an interest in this Lease and the Sub-lease to such third party, and will where necessary agree to any variations to this Lease and the Sub-lease and any other agreements reasonably required by the Lessor. Variations may include provisions that any new Lessee will bear an equitable share of any Maintenance Works.

17. LESSOR'S COVENANTS**17.1 Quiet Enjoyment**

Subject to the Lessees duly paying the rent referred to in this Lease (if demanded) and observing and fulfilling the covenants terms and conditions contained in this Lease or implied on the part of the Lessees to be observed, performed and fulfilled, the Lessees will peacefully hold and enjoy the Premises during the Term without any interruption or disturbance by the Lessor or any person rightfully claiming under or in trust for the Lessor.

18. CHANGE OF CIRCUMSTANCES**18.1 Legislation**

Should State or Commonwealth Government legislation, regulations or requirements or other conditions associated with the mining and export of products through the Port alter significantly after the date of this Lease, and in particular if any such legislation adversely affects the Lessees' use of the Premises, then the Lessor and the Lessees will meet in good faith with a view to negotiating a new lease and sub-lease having regard to the circumstances then prevailing. This clause does not impose any obligation on the Lessor, other than to meet and discuss the Lessees' proposals.

19. DISPUTE RESOLUTION**19.1 Notice of Dispute**

- (a) If a dispute between the Lessor and the Lessees arises out of or in connection with the Lease, then either the Lessor or the Lessees may give to the other a notice of dispute in writing adequately identifying and providing details of the dispute.
- (b) Notwithstanding the existence of a dispute, the Lessor and the Lessees will continue to perform and comply with the Lease.

19.2 Further Steps Required Before Proceedings

- (a) Neither the Lessor nor the Lessees will commence any court proceedings or arbitration in respect of any dispute notified under this clause until they have complied with the requirements of this clause 19.2 and clause 19.3.
- (b) Within 7 days after service of a notice of dispute, the Senior Executives of each of the parties will confer at least once to attempt to resolve the dispute and failing resolution of the dispute to consider and if possible agree on methods of resolving the dispute by other means.
- (c) If the dispute cannot be so resolved after a further period of 14 days or if at any time either the Lessor or the Lessees consider that the other is not making reasonable efforts to resolve the dispute, either the

Title Reference 50333249

Lessor or the Lessees may by notice in writing given to the other refer such dispute to conciliation in accordance with clause 19.3.

19.3 Conciliation

Conciliation of the dispute will:

- (a) be conducted at Brisbane in accordance with the Conciliation Rules of the Australian Commercial Disputes Centre Limited in force at the date of this Lease;
- (b) be at the cost and expense of the Lessor and the Lessees equally (except that each party will pay its own advisers, consultants and legal fees and expenses) unless the parties otherwise agree;
- (c) if not earlier resolved, be continued for a period expiring on the date being fourteen (14) days after the nomination of the conciliator,

after which the Parties may (but are not obliged to) at any time thereafter agree in writing to refer such dispute to arbitration in accordance with clause 19.4.

19.4 Arbitration Procedure

- (a) If any dispute is referred to arbitration under this Lease, arbitration will be effected:
 - (i) by a single arbitrator agreed upon between the Lessor and the Lessees or, in default of such agreement within 10 days after the dispute is referred to arbitration, then
 - (ii) by a single arbitrator selected by the Chairperson of the Queensland Chapter of the Institute of Arbitrators and Mediators, Australia.
- (b) If the Lessor and Lessees agree in writing prior to the reference, the arbitration will be conducted in accordance with and subject to the Institute of Arbitrators and Mediators Australia Expedited Commercial Arbitration Rules. In default of such agreement, the arbitration will be conducted in accordance with the Institute of Arbitrators and Mediators Australia Rules for the Conduct of Commercial Arbitrations.
- (c) Notwithstanding any other provision of this Lease, the arbitrator may award any interest which the arbitrator considers reasonable.
- (d) Any party to the arbitration may be represented before the arbitrator by a member of the legal profession without the need for leave of the arbitrator.
- (e) The venue for any arbitration will be Brisbane, Queensland.

19.5 Interlocutory Relief

This clause 19 does not prevent any party from seeking urgent interlocutory or declaratory relief from a court of competent jurisdiction where, in that party's reasonable opinion, that action is necessary to protect its rights.

19.6 Exclusion

This clause 19 does not apply to a dispute that is referred to in clause 23.

Title Reference 50333249

20. INDEMNITY

20.1 Lessees to Indemnify

The Lessees will indemnify and keep indemnified and save harmless the Lessor against all losses, damages, costs and expenses suffered or incurred by the Lessor by reason of failure by the Lessees to observe, perform or fulfil any of the covenants, conditions and restrictions herein contained or implied on the part of the Lessees to be observed, performed or fulfilled and from and against all actions, suites, claims and demands instituted or made against the Lessor in connection with the Lessees' breach or non performance of the terms and conditions of this Lease.

21. LEASE COSTS

21.1 Costs and Stamp Duty

The Lessees will be responsible for the payment of the Lessor's legal costs and expenses (on an indemnity basis) of and incidental to the preparation stamping and execution of this lease, all stamp duties and registration fees chargeable in respect of this Lease, the costs of obtaining any required consents or approvals, and any costs of the Lessor (including legal costs on an indemnity basis) resulting from a default by the Lessees.

22. LEASE AND SUBLEASE – ONE LEASE

22.1 Operation of this Lease and the Sub-Lease

This Lease and the Sub-lease are intended to together operate as effectively a single tenancy granted by the Lessor to the Lessees. The provisions of this Lease will be interpreted accordingly, so that, for example, obligations relating to the Premises will be carried out in respect of both the Premises and the premises under the Sub-Lease, as one entity.

23. GOODS AND SERVICES TAX

23.1 Goods and Services Tax

(a) In this clause:

- (i) "Adjustment" means each form of adjustment to consideration provided for in clause 23;
- (ii) "GST" means the goods and services tax as imposed by the GST Law;
- (iii) "GST Amount" means, in relation to a Payment, an amount arrived at by multiplying the Payment (or the relevant part of a Payment if only part of a Payment is the consideration for a Taxable Supply) by the appropriate rate of GST (being 10% when the GST Law commenced) or any lower rate notified from time to time by the person making the relevant Supply;
- (iv) "GST Law" has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999*, or, if that Act is not valid or does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act;
- (v) "Input Tax Credit" has the meaning given to that term by the GST Law;
- (vi) "Payment" means any amount payable under or in connection with this Agreement, by either party, including any amount payable by way of indemnity, reimbursement or otherwise, other than a GST Amount;
- (vii) "Representative" of the Lessor means a representative member of a GST group to which the Lessor belongs; and

Title Reference 50333249

- (viii) Where any term not defined in this Lease is used in this clause 23 which is defined in the GST Law or the TPA it will have the meaning which it bears in the GST Law, or (if the term is not defined in the GST Law) then the meaning which it bears in the TPA.
- (b) The parties agree that:
- (i) all Payments have been set or determined without regard to the impact of GST;
 - (ii) if the whole or any part of a Payment is the consideration for a Taxable Supply for which the payee is liable to GST, the GST Amount in respect of the Payment must be paid to the payee as an additional amount, either concurrently with the Payment or as otherwise agreed in writing; and
 - (iii) the payee will provide to the payer a Tax Invoice at the same time at which any GST Amount is payable.
- (c) Despite any other provision of this Lease, if a Payment due under this Lease is a reimbursement or indemnification by one party of an expense, loss or liability incurred or to be incurred by the other party, the Payment will exclude any part of the amount to be reimbursed or indemnified for which the other party can claim an Input Tax Credit. The other party will be assumed to be entitled to full Input Tax Credits unless it can establish otherwise.
- (d) Each party will comply with its obligations under the TPA in respect of any Payment to which it is entitled under this Lease. If any amount is required to be refunded as a result of the application of the TPA, that refund shall be categorised as an abatement of the consideration for the relevant Taxable Supply.
- (e) The provider of a service will use its best endeavours to realise and make available to the recipient the beneficial impact on the recipient of reductions in the cost of goods and services or any other supply supplied to the provider by third parties.
- (f) If the parties are unable to agree upon the calculation of any Adjustment either party may by written notice to the other, require the calculation of that Adjustment to be referred to an Expert appointed pursuant to this clause (the Expert), and the following will apply:
- (i) The Expert will be appointed by the President for the time being of the Institute of Chartered Accountants in Australia – Queensland Branch, and will act as an expert and not as an arbitrator;
 - (ii) The Expert must determine each Adjustment referred to the Expert for determination and the Expert's decision will, in the absence of fraud or bias (but despite error) be final and binding on the parties;
 - (iii) The Expert will determine the procedure to be followed in making his determination and in doing so will be at liberty (and have the power) to use estimations or approximations of various amounts including the amount of each Adjustment, and to make his determination on the basis of the information available to him and guidelines under the TPA.
 - (iv) The Expert will not be required to give reasons for his decision. The parties will pay the costs of the Expert in equal shares.
- (g) In the event that liability for payment of GST in respect of a Supply under this Lease is imposed upon a Representative of the Lessor this clause will nonetheless apply and the Adjustments will be calculated in all respects as if the Lessor was liable for the GST imposed on such Supply and entitled to input tax credits properly allocated to the making of that Supply.
- (h) This clause 23 will not merge on completion of this Lease.

Title Reference 50333249

24. NOTICES

24.1 Method of Giving Notices

A notice, consent, approval or other communication (each a "Notice") under this Lease must be signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:

- (a) delivered to that person's address;
- (b) sent by pre-paid mail to that person's address; or
- (c) transmitted by facsimile to that person's address.

24.2 Time of Receipt

A Notice given to a person in accordance with this clause is treated as having been given and received:

- (a) if delivered to a person's address, on the day of delivery if a Business Day, otherwise on the next Business Day;
- (b) if sent by pre-paid mail, on the third Business Day after posting; or
- (c) if transmitted by facsimile to a person's address and a correct and complete transmission report is received, on the day of transmission if a Business Day, otherwise on the next Business Day.

24.3 Addresses for Notices

For the purposes of this clause, the addresses of the parties will be as follows:

Lessor

Name: Ports Corporation of Queensland
Postal Address: Box 409 GPO, Brisbane, Queensland, 4001
Office Address: Level 24, 300 Queen Street, Brisbane, Queensland, 4000
Attention: The Chief Executive Officer
Fax No: (07) 3224 7234

Lessees

Name: Dalrymple Bay Coal Terminal Pty Ltd
Postal Address: M.S. F283, Mackay, Queensland, 4740
Office Address: Martin Armstrong Drive, Hay Point, Queensland, 4740
Attention: The Chief Executive Officer
Fax No: 07 4956 3353

Name: BHP Coal Pty Ltd
Postal Address: GPO Box 1389, Brisbane, Queensland, 4001
Office Address: Level 13, Riverside Centre, 123 Eagle Street, Brisbane, Queensland, 4000
Attention: The Chief Executive
Fax No: 07 3229 9556

Title Reference 50333249

25. GENERAL**25.1 A Party is not to Withhold its Consent Unreasonably**

In any case where pursuant to this Lease the doing or executing of any act, matter or thing by either party is dependent upon the consent or approval of the other party such consent or approval will not be unreasonably withheld.

26. GOVERNING LAW**26.1 Parties to be Governed by Queensland Law**

The parties agree that this Lease will be governed by the laws of the State of Queensland and the parties submit to the jurisdiction of the Courts of the State of Queensland and of Courts which may hear appeals from those Courts.

27. FORCE MAJEURE

27.1 If the Lessor or the Lessees (or either of the Lessees) are unable by reason of a Force Majeure Event to carry out wholly or in part its obligations under this Lease or the Sub-Lease (other than an obligation to make any payment) it will give to the other parties prompt notice of such a Force Majeure Event with reasonably full particulars and the obligations of that party so far as they are affected by the Force Majeure Event will be suspended during but not longer than the continuance of the Force Majeure Event and for such further period thereafter as will be reasonable in the circumstances.

27.2 The party giving the notice will use all reasonable diligence to remove the Force Majeure Event as quickly as practicable, save that it will not be rendered liable to settle any strike, lockout or other labour difficulty on terms not reasonably acceptable to it.

27.3 If the Force Majeure Event lasts for a period longer than 24 months, any party may terminate this Lease and the parties will have no further obligations to each other except for obligations that have accrued prior to the Force Majeure Event.

28. FURTHER ASSURANCES

28.1 Each of the parties to this Lease will sign all documents and do all things as will be necessary or desirable to give full effect to and register this Lease.

29. ENUREMENT

29.1 The provisions of this Agreement will, subject as provided in this Lease, enure for the benefit of and be binding upon the parties and their respective successors and permitted assigns.

SCHEDULE

Title Reference 50333249

APPENDIX

WHOLE OF PORT ENVIRONMENT MANAGEMENT STRATEGY

**PORT OF HAY POINT
WHOLE OF PORT
ENVIRONMENT MANAGEMENT STRATEGY**

PORT OF HAY POINT WHOLE OF PORT ENVIRONMENT MANAGEMENT STRATEGY

OVERVIEW

This Whole of Port Environment Management Strategy for the Port of Hay Point (the Port) was developed jointly by the Ports Corporation of Queensland (PCQ), Dalrymple Bay Coal Terminal Pty Ltd (DBCT) and Hay Point Services Pty Ltd (HPS) in consultation with the Queensland Environmental Protection Agency (EPA).

The objective of this environment strategy is to support the sustainable development and operation of the Port and associated operations of Port users.

The strategy is to apply both environmentally and commercially sound risk management principles within a cooperative framework involving the various stakeholders at the Port. Included in the strategy is the promotion of a cohesive approach, the avoidance of duplication and the adoption of common standards and methods of measurement except where commercial in-confidence restrictions apply.

PCQ is responsible for the sound environmental management of all activities occurring on Strategic Port Lands or within Port limits. The two coal terminals are operated within their individual Environmental Authorities (EA's).

Both DBCT and HPS have established Integrated Environmental Management Systems (IEMS) which address their respective EA's as issued by the EPA. The range of environmental aspects, relevant to the activities at each coal terminal, are managed within this IEMS framework.

By intent the strategy is designed to be flexible to deal with changing circumstances and activities involved in the operations of the Port and the coal terminals including changing community and government expectations.

The scope of the strategy is limited to those environmental aspects to which the participants, PCQ, DBCT and HPS, maintain agreement as being best managed by the application of an integrated Whole of Port approach rather than within the individual operators IEMS's.

1. LOCATION & SITE DETAILS

The Port of Hay Point is located 38 kilometres south of Mackay. It is Queensland's largest export port by volume. The Port of Hay Point is operated by Ports Corporation of Queensland, the Port Authority, and comprises the following facilities:

- The Dalrymple Bay Coal Terminal - operated by Dalrymple Bay Coal Terminal Pty Ltd and owned by the Ports Corporation of Queensland;
- Hay Point Coal Terminal - operated by Hay Point Services Pty Ltd, which is a wholly owned subsidiary of BHP Coal Pty Ltd, and owned by Central Queensland Coal Associates;
- Half Tide Tug Harbour -- owned by PCQ and leased to Hay Point Services Pty Ltd and Dalrymple Bay Coal Terminal Pty Ltd;
- A helicopter landing area for the transfer of marine pilots; and
- A Port control centre.

PORT OF HAY POINT WHOLE OF PORT ENVIRONMENT MANAGEMENT STRATEGY

A map showing the major Port facilities and Port limits is attached.

Coal, mined and processed in the Bowen Basin hinterland of central Queensland, is delivered to the Port of Hay Point via a dedicated electrified rail system operated by Queensland Rail. On receipt the coal is transported by conveyor systems to stockpiles at the coal terminals from where it is reclaimed for loading onto ships berthed at facilities located up to 3.8 km offshore.

The Port received approximately 600 overseas ship visits during 1998. Offshore anchorages are provided for up to 25 vessels at any one time

Tugs and line boats are based at a dedicated tug harbour located within the Port limits. A heliport services the transfer of marine pilots to and from ships. There are also several small commercial facilities with minimal environmental impact.

Environmental sensitivities in the Port environs include:

- The Port is located within the World Heritage Listed Area of the Great Barrier Reef and is adjacent to the Great Barrier Reef Marine Park (GBRMP). Issues include marine pollution from ships, in particular oil spills, and stormwater discharges from the coal terminals. The potential exists for the introduction of exotic marine species via ships hulls and ballast water taken up in overseas Ports.
- Residential areas surrounding the Port. These include the townships of Louisa Creek, Half Tide and Salonika. Louisa Creek is down wind of predominant prevailing winds and is therefore considered the most sensitive area. Noise and dust emissions are the main concerns of residents.

2. RISK PROFILE

An environmental risk profile has been developed, based on both targeted individual assessments and a number of authorised Impact Assessment Studies of major projects at the Port. The profile lists the following key issues as requiring management to prevent environmental harm:

Marine Environment

- Oil Spills primarily from Ships
- Coal Spillage to Seawaters
- Major Stormwater Discharge Events
- Ships Sewage Discharges
- Ships Ballast Water Discharges/Introduced Marine Pests
- Ships Waste (includes Oily Waters and Rubbish)
- Seabed Dredging
- Cultural Heritage Sites

PORT OF HAY POINT WHOLE OF PORT ENVIRONMENT MANAGEMENT STRATEGY

Land Environment

- Dust Emissions
- Surface Water/Stormwater Discharges
- Industrial Water Resources
- Noise Emissions
- Groundwater Quality and Land Contamination
- Flora and Fauna
- Waste
- Disposal of Sewage
- Acid Sulphate Soils
- Cultural Heritage Sites

Individual strategies have been developed for these Port of Hay Point specific issues with resources and effect given to their risk ranking.

3. INDIVIDUAL STRATEGIES

Marine Environment

Oil Spills from Ships

The PCQ has developed an Oil Spill Response Plan for the Port of Hay Point in consultation with key stakeholders. The plan details the responsibilities of all parties involved. The Queensland Department of Transport (QDOT), as represented by the Mackay Harbour Master, is the key party responding, with PCQ, DBCT and HPS providing assistance as requested.

The plan is reviewed regularly by PCQ to ensure it remains effective for any changed conditions and its contact list remains up-to-date.

QDOT is responsible for provision and maintenance of oil spill response equipment. Requirements are currently sourced from Australian Maritime Safety Authority (AMSA) equipment stored in Mackay.

QDOT, in conjunction with PCQ, arranges exercises on the plan, targeting a one to two year frequency. These are in the form of either desktop or field exercises, or both.

Emergency responses, for hazardous substance spills, form part of each of the DBCT and HPS overall emergency response/evacuation plans.

Coal Spillage to Seawaters

Previous studies carried out by HPS in 1993 showed no evidence of chemical toxicity from coal. The main effects if a large spill occurred would be temporary seabed smothering and aesthetic effects from coal being washed up on local beaches.

Individual management strategies are detailed in the both DBCT and HPS IEMS's.

PORT OF HAY POINT WHOLE OF PORT ENVIRONMENT MANAGEMENT STRATEGY

Major Stormwater Discharge Events

Management strategies and quality criteria are detailed in the DBCT and HPS IEMS's and EA's. Measures to reduce erosion from Strategic Port Land is documented in the document "Port of Hay Point Vegetation Master Plan" which was commissioned by PCQ on 30 May 1997 and is currently being implemented.

Ships' Sewage Discharges

PCQ commissioned a report (Hyder Report) to determine the most appropriate way to upgrade facilities to handle ship's waste and to ensure compliance with State and Commonwealth Legislation and International Agreements ie., International Maritime Organisation (IMO) MARPOL Conventions and Regulations Annex IV. As Port Authority, PCQ will implement the provision of reception services where practicable by September 1999.

Ships Ballast Water/Introduced Marine Pests

Risk assessment studies, commissioned by PCQ have been undertaken for introduced pest species at the Port. These found a low risk of introduction of such species due to conditions in the Port being generally unsuitable to support organisms introduced from the colder overseas Ports used by the majority of coal shippers. The following additional measures are taken by the PCQ as the Port Authority:

- Sampling for introduced marine species in the Port marine environment on a 3-4 year basis. A report is issued to interested parties. The survey carried out in 1998/99 indicated no pest species had been introduced into the Port, confirming the predictions of the risk assessment study.
- Progressive full implementation of any international regulations (MARPOL) on ballast water management which are currently under consideration by the IMO.

Australia as a Nation State is currently implementing regulation of Ballast Water Management Practices for ships. AQIS is the lead agency, as nominated by the Commonwealth, in such matters including the responsibility for the coordinated sampling and analysis of ship's ballast water.

Ships' Waste (includes Oily Waters and Garbage)

PCQ commissioned a report (Hyder Report) to determine the most appropriate way to upgrade facilities to handle ship's waste. As Port Authority, PCQ is implementing the provision of services by September 1999. The Commonwealth is signatory to the IMO MARPOL Annex IV and V which respectively address both oily waters and garbage.

AQIS is the lead agency responsible for the management of quarantine waste.

Seabed Dredging

Seabed dredging will only be undertaken in compliance with any approvals granted by the authorising Commonwealth Governmental Agency and the EPA and DPI.

PORT OF HAY POINT WHOLE OF PORT ENVIRONMENT MANAGEMENT STRATEGY

Land Environment

Cultural Heritage Sites

PCQ and representatives of local Aboriginal Groups are developing a separate strategy to ensure the protection of any significant Aboriginal Cultural Heritage Site within the Port.

Dust Emissions

Management strategies and emission criteria for the operations of DBCT and HPS are detailed in their respective IEMS's and EA's. PCQ is responsible for activities on Strategic Port Land not addressed by the terminal operator's IEMS or EA.

An extensive regional dust monitoring network is operated to monitor the impact of the activities at the Port. Data is provided to the terminal operators in real time as a management tool. The network consists of four primary monitoring sites located in the residential areas surrounding the Port at which environmental parameters are measured including airborne dust, dust deposition, wind speed and direction and air temperature. Dustfalls (including percentage coal) are also monitored at a further seventeen secondary sites on a monthly basis.

The program design was reviewed by experts in 1998 and found to be operating satisfactorily, although some improvements were suggested. Any upgradings of the network are undertaken in consultation with the EPA. The network is operated and reported on by an independent environmental consultancy appointed and jointly funded by PCQ, DBCT and HPS. Results of monitoring are provided to various stakeholders including the Louisa Creek Progress Association, Sarina Shire Council and the EPA.

Surface Water/Stormwater Discharge Quality

Both DBCT and HPS have Stormwater Management Plans incorporated into their IEMS and as a condition of their respective EA's.

Industrial Water Resources

Both terminals have industrial water management strategies which incorporate the onsite retention, harvesting and recycling of stormwaters. This strategy also reduces the frequency and volume of stormwater discharges thereby reducing total sediments transported offsite.

Noise Emissions

Management strategies and emission criteria for the operations of DBCT and HPS are detailed in their respective IEMS and EA's. PCQ has developed designated helicopter flight paths to minimise noise impact on local communities. There are no other significant noise sources in the Port, except during any construction activities being undertaken by PCQ or other parties.

A regional noise monitoring network is operated to monitor the impact of the activities at the Port. Data is provided to the terminal operators in real time as a management tool.

PORT OF HAY POINT WHOLE OF PORT ENVIRONMENT MANAGEMENT STRATEGY

The network consists of four primary monitoring sites located in the residential areas surrounding the Port at which environmental parameters are measured including noise, wind speed and direction and air temperature. In-field noise surveys are undertaken quarterly at a further seventeen secondary sites.

The design and any upgrading of the network are undertaken in consultation with the EPA. The network is operated and reported on by an independent environmental consultancy appointed in consultation with the EPA and jointly funded by PCQ, DBCT and HPS.

DBCT and HPS are, as a condition of their respective EA's, developing Environmental Management Programs for Noise. These programs consider actions to reduce noise levels, sourced from terminal operations, in the residential areas immediately adjacent the terminals.

Groundwater Quality and Contaminated Land

A preliminary groundwater survey is being commissioned by PCQ, DBCT and HPS in 1999 to identify possible groundwater contamination risks, likely groundwater flow directions, sensitive downstream areas and groundwater quality in the whole of the Port area. Included in the survey are possible effects from hydrocarbons and coal leachates.

The survey is also expected to establish if further investigations for contaminated lands are justified.

A follow-up monitoring program will be developed, if required, based on the outcomes and recommendations of the preliminary survey.

Flora and Fauna

PCQ has developed and is implementing a Revegetation Master Plan for the Port of Hay Point.

The aims of the plan are to:

- Replace or rehabilitate vegetation removed or disturbed by activities at the Port where further use of these areas is not foreseen.
- Ensure that no potentially harmful (noxious) flora species are introduced to the Port lands through exotic planting.
- Ensure that no declared or nuisance weed species are present in significant numbers within the Port boundaries.

Whilst the DBCT and HPS are not formal parties to the plan their intent, where reasonable and practicable, is to adapt the principles of the plan into their maintenance and operations of the terminals

PORT OF HAY POINT WHOLE-OF-PORT ENVIRONMENT MANAGEMENT STRATEGY

Waste

PCQ, DBCT and HPS each have Waste Management Plans specific to their activities. The plans address the following:

- The segregation and recycling of waste or its disposal.
- Disposal of regulated wastes to approved disposal facilities and transport by licensed operators. Tracking systems to ensure the proper disposal of wastes.
- Waste minimisation practices

DBCT, HPS and PCQ only utilise approved council landfills and do not allow disposal of waste outside of council's guidelines or without prior written approval.

Downgraded coal, recovered from settling ponds and other entrapments, is a product with some value and is re introduced into the product stream when of suitable export quality.

If the downgraded coal is unsuitable for export it may be used, once a risk and impact assessment has been completed, as fill in construction projects principally on the terminal lands, or occasionally on other Port lands where appropriate. One of the current uses of the downgraded coal, for stockpile bedding purposes, has a finite life once stockyard development reaches ultimate design capacity. Further studies are under consideration, by DBCT in consultation with HPS and PCQ, to target both recycling and/or disposal methods.

Disposal of Sewage

Both DBCT and HPS operate small sewage treatment plants to secondary treatment. These plants are Environmentally Relevant Activities covered by DBCT and HPS EA's. Effluent quality and monitoring requirements are specified in the EA's. Treated effluent is directed to industrial water storages for re-use on site for dust suppression.

Treated sewage effluent is disinfected as per the Australian Guidelines for Sewerage Systems - Effluent Management 1997.

The proprietors of the Hay Point Hotel and Caravan Park operate a further sewage treatment plant under a leasing agreement from PCQ.

Acid Sulphate Soils

Prior to the disturbance of any known or potential acid sulphate soils the proponent of the activity will prepare a Management Plan which will be referred to the EPA. Due regard will be given to their comments prior to the commencement and during the period of the activity.

4. ENVIRONMENTAL MANAGEMENT PLANS/PROGRAMS

Environmental Management Plans and Programs for activities that have the potential to cause environmental harm are detailed in the DBCT and HPS IEMS's and EA's. PCQ is responsible for plans and programs for activities on Strategic Port Land not addressed by the terminal operator's IEMS or EA.

PORT OF HAYPOINT WHOLE-OF-PORT ENVIRONMENT MANAGEMENT STRATEGY

Contractors engaged to conduct activities which have the potential for environmental harm will be required, by the principal, to produce and perform to a documented Environmental Management Plan for that activity. In the drafting of the plan the principal/proponent shall be required to consult with other stakeholders in the Port so that any conflicts or concerns may be addressed. The exception being where matters of commercial in confidence apply.

5. LAND USE

To ensure the Port has minimal impact on surrounding areas, the following management land use practices are pursued:

- Where practical, buffer zones around the Port have been established and are being expanded on lands owned and maintained by PCQ or HPS to protect the amenity of local communities. The PCQ house buy out program for example is directed at increasing the buffer zone between Louisa Creek residents and Port activities.
- PCQ, DBCT and HPS maintain close contact with the Sarina Shire Council on local planning issues to prevent the establishment of any new land uses or residential areas that would be incompatible with on-going activities at the Port.

6. COMPLAINTS

DBCT and HPS have a complaints handling, documenting and response procedure contained within their IEMS's. These conform to the requirements of their EA's.

External complaints that are received are exchanged between PCQ, DBCT, HPS and, on a discretionary basis by the EPA, in order to facilitate complaints/incident reporting and any required follow up action.

7. COMMUNITY INTERACTION

DBCT, HPS and PCQ have community consultation processes that result from their individual policies. In addition cooperative actions are undertaken on an agreed basis.

Avenues of community consultation include the following:

- A newsletter, published jointly by PCQ and DBCT, is distributed to local residents. Topics may include any recent changes or planned changes to activities at the Port, revegetation activities, progress on the house buy out program in Louisa Creek, information on DBCT activities and other issues that could be of interest or concern to local residents.
- DBCT, HPS or PCQ pursue a range of individual avenues for community interaction as appropriate to their activities.

PORT OF HAY POINT WHOLE OF PORT ENVIRONMENT MANAGEMENT STRATEGY

8. REPORTING

Dust and Noise Monitoring

The following reports are generated by the independent consultancy engaged to conduct the Dust and Noise Monitoring Program at the Port of Hay Point

- Monthly* - Monthly monitoring reports on noise and dust are prepared for DBCT and HPS, PCQ and the EPA Brisbane scientific section. Copies are sent to the Louisa Creek Progress Association and the Sarina Shire Council.
- Quarterly* - Quarterly noise survey reports are prepared for DBCT, HPS and PCQ.
- Six Monthly* - Six monthly public reports are prepared and provided to the above stakeholders, plus the Sarina Shire library. Upon reasonable request, copies are available to the individual members of the community from the PCQ, DBCT or HPS.
- Annually* - An annual report is prepared for DBCT, HPS and PCQ and provided to EPA.

Annual Environmental Summary Report

PCQ will commence an annual summary of the environmental performance at the Port in early 2000 for the prior year.

The report will provide a simple overview of the performance of the Port in relation to the areas addressed in the Whole of Port Environmental Management Strategy. The report will not provide information specific to each activity at the Port. This is reported by the conductor of each activity as required by their individual IEMS and EA.

Statutory Requirements

If the management objectives contained in the EA's of DBCT or HPS are not met, the reasons are investigated and reported in the applicable terminal operator's annual return to the EPA. As required, reporting is then undertaken at three monthly intervals (until notified in writing by the EPA). Included in these reports is an analysis of reasons for the excursion.

Notwithstanding the above, PCQ, DBCT and HPS recognise their obligations under Queensland environmental legislation to report any unlawful environmental harm to the EPA.

**PORT OF HAY POINT
WHOLE-OF-PORT
ENVIRONMENT MANAGEMENT STRATEGY**

9. PORT ENVIRONMENT CO-ORDINATION MEETINGS

Environmental representatives from PCQ, DBCT and HPS target meetings every 2 to 3 months to review environmental performance and issues at the Port.

Senior management of PCQ, DBCT and HPS jointly meet and discuss environmental issues at a frequency determined by emerging activities and the environmental performance of the Port.

10. PERFORMANCE ASSESSMENT

Reviews

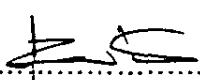
DBCT and HPS carry out reviews of their environmental performance in a form and at a frequency determined in their IEMS's.

ABBREVIATIONS USED:

DBCT:	Dalrymple Bay Coal Terminal Pty Ltd
EPA:	Queensland Environmental Protection Agency
HPS:	Hay Point Services Pty Ltd
PCQ:	Ports Corporation of Queensland
GBRMPA:	Great Barrier Reef Marine Park Authority
IEMS:	Integrated Environmental Management System
Port:	Port of Hay Point
IMO:	International Maritime Organisation
AQIS:	Australian Quarantine Inspection Service
QDOT:	Queensland Department of Transport
AMSA:	Australian Maritime Safety Authority
EA:	Environmental Authority
IEMS:	Integrated Environmental Management System

**PORT OF HAY POINT
WHOLE OF PORT
ENVIRONMENT MANAGEMENT STRATEGY**

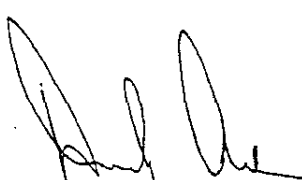
MAY 1999


.....
A Carter - General Manager
Dalrymple Bay Coal Terminal Pty Ltd

17 / 5 / 99
Date

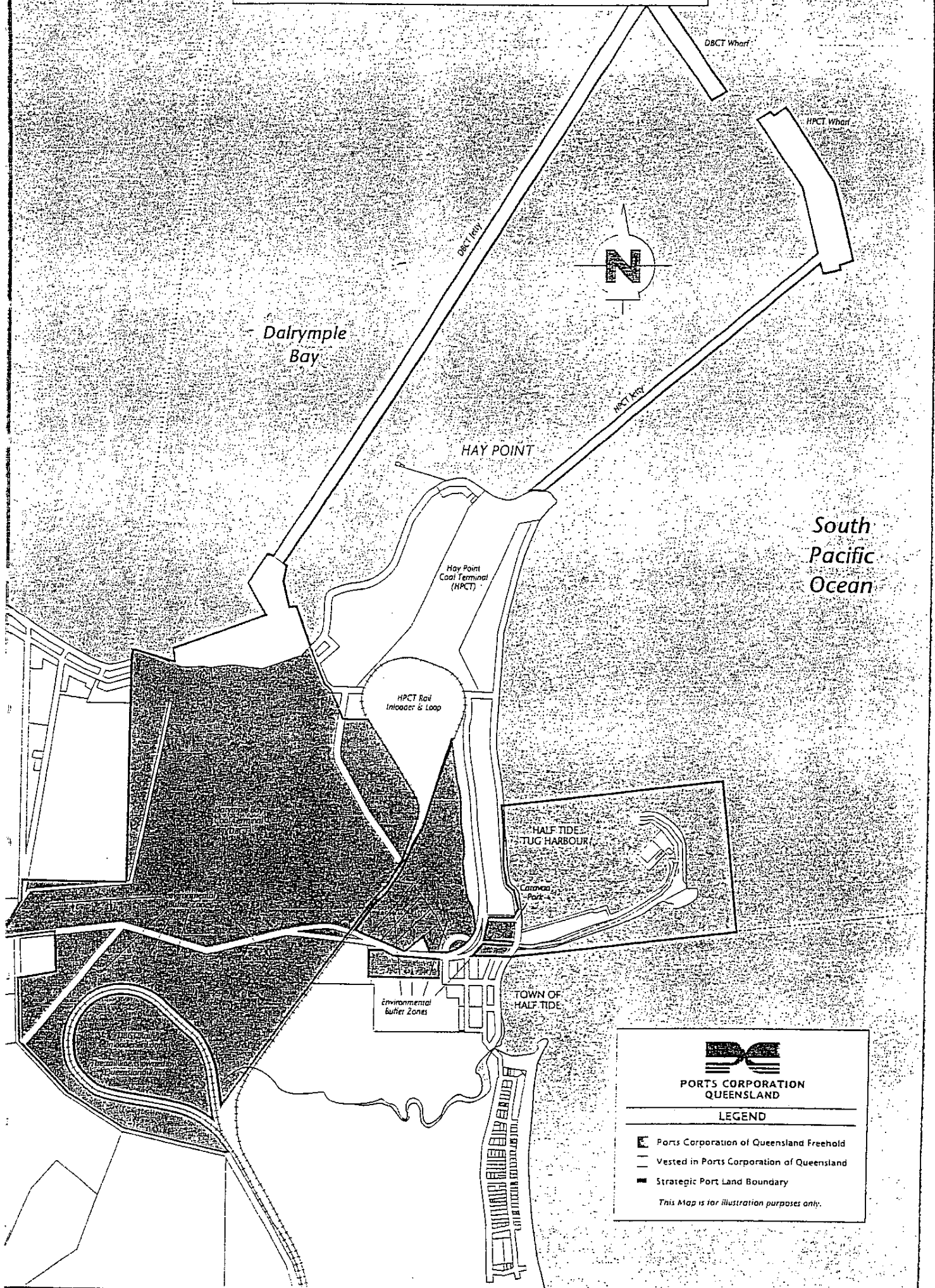

.....
S Bonanno - Manager Hay Point
BHP Coal Hay Point


17 / 5 / 99
Date


.....
D Andrews - Chief Executive Officer
Ports Corporation Queensland

18 / 5 / 99
Date




PORT OF HAY POINT LAND USE & FACILITIES





PORTS CORPORATION QUEENSLAND

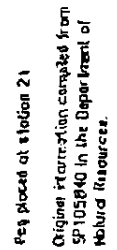
LEGEND

  	<p>Ports Corporation of Queensland Freehold</p> <p>Vested in Ports Corporation of Queensland</p> <p>Strategic Port Land Boundary</p>
---	--


This Map is for illustration purposes only.

Title Reference 50333249

Clause	INDEX	Page
1.	DEFINITIONS AND INTERPRETATIONS	3
2.	EXCLUSION OF STATUTORY PROVISIONS	6
3.	LEASE TERM	6
4.	ANNUAL RENT	7
5.	USE	7
6.	SERVICES AND EROSION	7
7.	COMPLIANCE WITH ACTS, REGULATIONS	8
8.	ENTRY ONTO PREMISES	10
9.	INDEMNITY AND INSURANCE	10
10.	MAINTENANCE	12
11.	BUDGET AND PLAN FOR MAINTENANCE	12
12.	RECOVERY OF COSTS OF MAINTENANCE WORKS	12
13.	DETERMINATION OF LEASE	13
14.	ASSIGNMENT AND SECURITY	14
15.	RELATIONSHIP OF PARTIES	15
16.	ALTERATION TO NUMBER OF LESSEES	15
17.	LESSOR'S COVENANTS	16
18.	CHANGE OF CIRCUMSTANCES	16
19.	DISPUTE RESOLUTION	16
20.	INDEMNITY	18
21.	LEASE COSTS	18
22.	LEASE AND SUBLEASE – ONE LEASE	18
23.	GOODS AND SERVICES TAX	18
24.	NOTICES	20
25.	GENERAL	21
26.	GOVERNING LAW	21
27.	FORCE MAJEURE	21
28.	FURTHER ASSURANCES	21
29.	ENUREMENT	21



LOTS 143 AND 144 ARE VESTED IN THE
PORTS CORPORATION OF QUEENSLAND.



Director

Date: 20-10-2020

Plan Status:

(Dealing No.)		WARNING : Folded or Mutilated Plans will not be accepted. Plans may be rolled. Information may not be placed in the outer margins.			
		Registered		5 Lodged by	
		(Includes address, phone number, reference, and Lodger Code)			

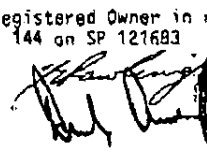

1. Certificate of Registered Owners or Lessees.

1/we Ports Corporation of Queensland as Registered Owner of Lot 144 on SP 121683 and as Lessee of Lot 143 on SP 121683

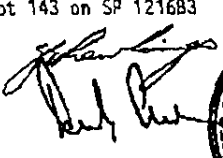

(Names in full)

- as Registered Owners of this land agree to this plan and dedicate the Public Use land as shown hereon in accordance with Section 50 of the Land Title Act 1994.
- as Lessees of this land agree to this plan.

Signature of Registered Owners in respect of Lease A in Lot 144 on SP 121683

Signature of Lessee in respect of Lease B in Lot 143 on SP 121683

* Rule out whichever is inapplicable

Local Government Certificate.

heraby approves this plan in accordance with the:

Dated this day of


#

* Insert the name of the Local Government.
Insert designation of signatory or delegation.


6. Existing

Title Reference	Lot	Plan	Lease	Emts	Road
7-	144	SP121683	A	.	.
	143	SP121683	B	.	.

Approved



BRETT COLIN NICHOLLS
DELEGATE OF THE MINISTER
FOR NATURAL RESOURCES
AND MINISTER FOR MINES
9 JULY 2001

Orig	Lots
7. Portion Allocation :	
8. Map Reference : 8755-24421	
9. Locality : HALF TIDE	
10. Local Government : SARINA SHIRE COUNCIL	
11. Passed & Endorsed : PIONEER SURVEYS PTY LTD By: ACN 072 669 311 Date: 29-9-2000 Signed:  Designation: Licensed Surveyor	

12. Building Format Plans only. I certify that: * As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road; * Part of the building shown on this plan encroaches onto adjoining * lots and road	
Licensed Surveyor/Director * Date * delete words not required	
13. Lodgement Fees : Survey Deposit \$ Lodgement \$ New Titles \$ Photocopy \$ Postage \$ TOTAL \$	
14. Insert Plan Number	SP133879

3. Plans with Community Management Statement :

CMS Number :

Name :

4. References :

Dept File: 133879

Local Govt :

Surveyor: 8227

K/M

ADDITIONAL SHEET

Sheet
2 of 2

Diagram

Scale 1:1600

143
SP121683LEASE B
2.241 ha.LEASE A
2.909 ha.143
SP121683

TRAVERSES

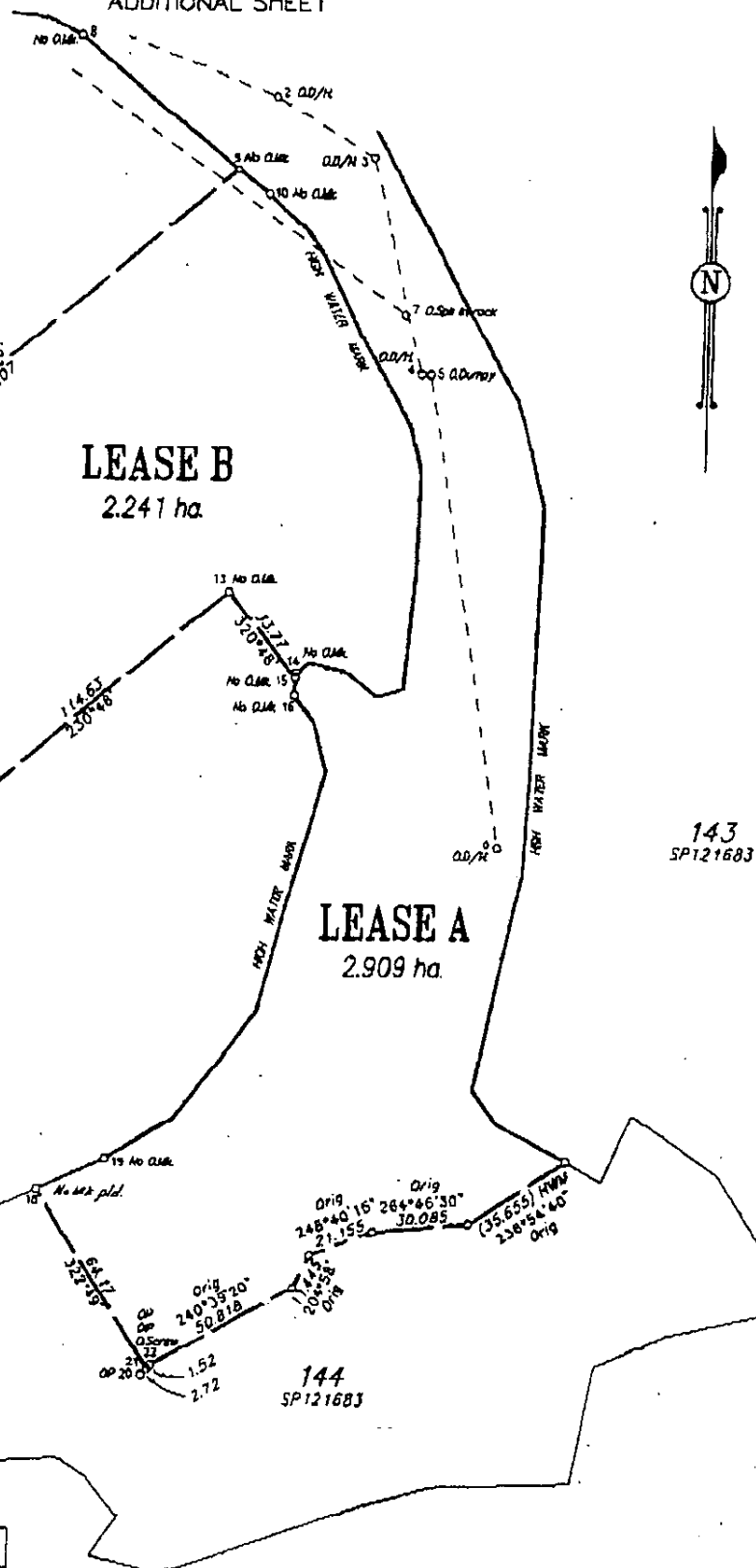
Line	Bearing	Dist
1 - 2	100°48'55"	121.148
2 - 3	120°03'25"	35.535
3 - 4	166°03'15"	67.604
4 - 5	91°08'53"	2.723
5 - 6	170°36"	147.832
1 - 7	124°19'40"	188.544

MWM RADIATIONS

Line	Bearing	Dist
0 - 8	114°30'10"	37.722
0 - 9	284°09'24"	42.461
3 - 10	250°14'30"	34.814
5 - 14	203°22'20"	101.425
5 - 16	203°03'50"	102.873
5 - 18	203°02'01"	108.862
8 - 17	235°03'35"	199.876
8 - 18	233°48'43"	176.311
6 - 19	231°51'38"	153.867

REFERENCE MARKS

Sta	To	Bearing	Dist	Remarks
1	O.D/H. in conc	el	51m	110/CI4480
2	O.D/H. in rock	el	51m	186/SP108840
3	O.D/H. in rock	el	51m	180/SP105840
4	O.D/H. in rock	el	51m	167/SP108840
5	O.Dumpy	el	61m	177/SP108840
6	O.D/H. in rock	el	51m	183/SP108840
7	O.Spk. in rock	el	61m	117/CI4480
9	Pin	54°58'20"	14.98	
10	Nail in ab	120°18'30"	6.72	
10	Spk. in pit	153°12'20"	32.66	
22	O.Screw in ab	338°32'38"	15.16	125/SP105840
	DIP	333°21"	3.24	126/SP105840



State copyright reserved

Insert
Plan
Number **SP133879**

M33

CLAYTON UTZ

Our Reference:
DAH:APB:41020324

Your Reference:
MKY:020564

Partner/Lawyer Contact:
Dan Howard 3292 7249
Andrew Bruton 3292 7257

5 March 2002

Titles Office
Department of Natural Resources and Mines
144 Edward Street
BRISBANE QLD 4000

Lawyers

Levels 18, 19, 23-27
215 Adelaide Street
Brisbane Qld 4000
Australia

GPO Box 55
Brisbane Qld 4001
DX 128 Brisbane

Ph 61 (0)7 3292 7000
Fax 61 (0)7 3292 7950
Sydney • Melbourne
Perth • Canberra
Darwin

By Hand

Dear Sir / Madam

Lease of Lot 144 on SP121683
Sub-Lease of Lease B on SP133879

We refer to dealings with Jemma Ropata of your Mackay office.

We *enclose* for lodgement stamped copies of the above documents.

We also *enclose* the original documents of the following correspondence with your Department:

1. Ministerial Consent dated 9 July 2001;
2. Letter from DNRM dated 3 August 2001 regarding the Minister's approval to amendments; and
3. Letter from DNRM dated 18 December 2001 regarding an extension of time for lodging the Sublease to 18 March 2002.

If you have any queries, please do not hesitate to contact Andrew Bruton on the number listed above.

Yours faithfully
CLAYTON UTZ



Dan Howard
Partner
dhoward@claytonutz.com

Ports: Tug Harbour



**Queensland
Government**

Your Ref: AWS:APB:1020324

Our Ref: MKY/020564

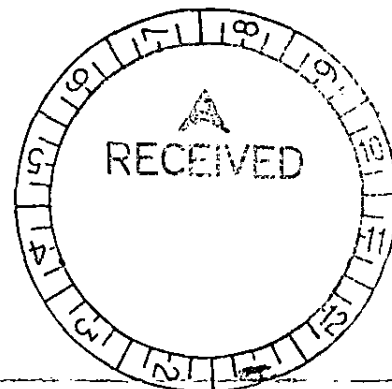
Natural Resources and Mines

3 August, 2001

CLAYTON UTZ
GPO Box 55
BRISBANE QLD 4001

Dear Sir,

**RE: PROPOSED SUBLEASE OVER PERPETUAL LEASE 214948
FROM PORTS CORPORATION OF QUEENSLAND
TO DALRYMPLE BAY COAL TERMINAL PTY LTD & BHP COAL PTY LTD**



With reference to your facsimile dated 2 August 2001, this Department has reviewed your submission regarding the required amendments and the Minister has approved the following;

1. The required amendments to clauses 4.2, 10.2 and 15.1 are to be noted as additions in separate subsections to those clauses rather than amendments.
- and
2. With respect to the amendment to insert a clause stating, "In the event of default of the Sublessees in performance of the conditions or covenants of this Sublease, the Sublessee shall appoint the Sublessor to be his duly authorised attorney with power to execute and procure for registration a surrender of this Sublease", we acknowledge that clauses 14.2 & 14.3 of the Sublease contain the adequate provisions to address this.
3. With reference to the Minister considering a new Sublease upon expiry of this proposed Sublease, the Minister will be guided by the legislation and policies at the time. Under the current guidelines, this Department can see no reason why a further Sublease would not be granted.

Please include a copy of this letter when lodging the current Sublease document for registration.

Should you require any further assistance, please contact this office.

Yours sincerely,

Jemma Ropata
Administration Officer
Mackay District



**Queensland
Government**

Your Ref: AWS:APB:41020324
Our Ref: MKY/020564

Natural Resources and Mines

18 December 2001

CLAYTON UTZ
Lawyers
GPO Box 55
BRISBANE QLD 4001

Dear Sir,

**RE: EXTENSION OF LODGEMENT TIME FOR SUBLEASE OVER PERPETUAL
LEASE 214948
FROM PORTS CORPORATION OF QUEENSLAND
TO DALRYMPLE BAY COAL TERMINAL PTY LTD & BHP COAL PTY LTD**

With reference to your fax dated 14 December 2001, I wish to advise that an extension of time for lodging the Sublease has been granted by the Delegate of the Minister administering the Land Act 1994.

Present the original Ministerial Consent, together with the items listed thereon and the original of this letter, to an office of the Department capable of document lodgement within three (3) months of this letter.

Please contact this office should you require any further assistance.

Yours sincerely

Brett Nicholls
Delegate of the Minister for Natural Resources
and Minister for Mines
Mackay District

CLAYTON UTZ

19 March 2002

The Registrar of Titles
Department of Natural Resources and Mines
GPO Box 1401
BRISBANE QLD 4001
Your Ref: 7054491 and 705449119

Lawyers

Levels 18 19 23-27
215 Adelaide Street
Brisbane QLD 4000
Australia

GPO Box 55
Brisbane QLD 4001
DX 128 Brisbane

Tel + 61 7 3292 7000
Fax + 61 7 3003 1366
www.claytonutz.com

Brisbane · Sydney
Melbourne · Perth
Canberra · Darwin

Our reference
DAH/APB/41020324

Partner
Dan Howard

Dear Sir

Lease and Sublease of Half Tide Tug Harbour - Dealing Nos. 705449119 and 705449127

We refer to your requisition notice dated 8 March 2002.

In response to the requisitions which you have sent to us we note the following matters.

Lodgement of Survey Plan 133879, Withdrawal of Lease (705449119) and Sublease (705449127)

We *enclose* Survey Plan 133879 for registration by the Title's Office. - 705482092

We request that you withdraw from lodgement the lease and sublease (dealing numbers above). We further ask that the lease and sublease documents be re-entered in order of lease and then sublease, behind Survey Plan 133879.

Commencement Date

Bullet point 3 of the Ministerial Consent requires us to insert a commencement date into the sublease. We note that the commencement date of 6 December 2001 has been inserted.

Amendments to the Sublease

Bullet points 4 and 5 of the Ministerial Consent require us to amend clauses 15.1 and 4.2 of the sublease document. By facsimile to the Department in Mackay dated 22 August 2001, we enclosed an amended version of the sublease document for approval by the Department. This amended sublease did not utilise the precise wording of the amendments outlined in the Form 20 conditions, however, it sought to achieve the outcomes contemplated by the Department. We *enclose* a copy of this facsimile detailing the reasons for not retaining the precise wording of the Form 20 conditions.

By letter dated 24 August 2001, these amendments were approved by the Department, subject to two further conditions. We *enclose* a copy of this letter for your perusal. We confirm that these amendments have been made and all of the conditions outlined in the Form 20 Ministerial Consent have been complied with.

CLAYTON UTZ

Department of Natural Resources and Mines

19 March 2002

If you have any queries, please do not hesitate to contact Andrew Bruton on the number listed above.

Yours faithfully

CLAYTON UTZ



Dan Howard

Partner

07 3292 7249

dhoward@claytonutz.com