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1. Type/Dealing No of Instrument/Document being amended	Lodger (Name, address, E-mail & phone number)	Lodger Code
Type of Instrument/Document: Lease Dealing Number: 705483227	HWL Ebsworth GPO Box 2033, BRISBANE QLD 4001 Ph: 07 3002 6700 FAX: 1300 368 717 Ref: MJC:239363	88A

2. Lot on Plan Description	County	Parish	Title Reference
Lot 144 on SP121683	Carlisle	Hector	50333249

3. Lessor
North Queensland Bulk Ports Corporation Limited ACN 136 880 218

4. Lessee
Dalrymple Bay Coal Terminal Pty Ltd ACN 010 268 167 and BHP Coal Pty Ltd ACN 010 595 721 as tenants in common in equal shares

5. Amendment of Lease Details
Expiry date: 13 March 2028
Option/s: Successive options, each for a term (as nominated by the Lessee) not exceeding 15 years, but not to extend beyond 15 October 2062

6. Request/Execution
The parties identified in items 3 and 4 agree that the instrument in item 1 is amended in accordance within the attached schedule.

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

North Queensland Bulk Ports Corporation Limited
ACN 136 880 218 by its duly constituted attorney
Jiffay Ronald Clayton Stewart Harris under power of attorney
registered number 714399182 who certifies he has no
notice of revocation of the power of attorney

E.C. Morgan signature

ERIC CHARLES MORGAN full name

JPCD qualification

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1
of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Jiffay Ronald Clayton Stewart Harris
Attorney
14/5/2013
Execution Date **Lessor's Signature**

..... signature

..... full name

..... qualification

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1
of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

.....
Execution Date **Lessee's Signature**

SEE ENLARGED PANEL

Title Reference 50727088

6. Request/Execution

The parties identified in items 3 and 4 agree that the instrument in item 1 is amended in accordance within the attached schedule.

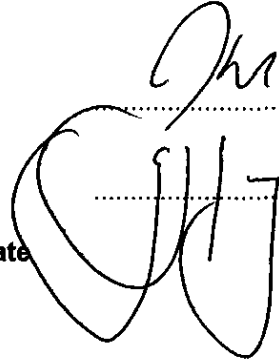
Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

Dalrymple Bay Coal Terminal Pty Ltd
ACN 010 268 167

.....signature
.....full name
.....qualification

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

9 / 4 / 13
Execution Date

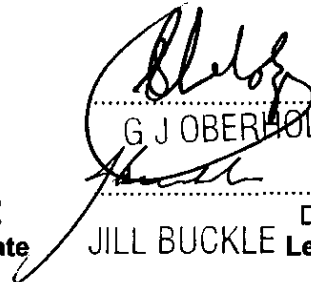

..... Director
..... Director / Secretary
..... Lessee's Signature

BHP Coal Pty Ltd
ACN 010 595 721

.....signature
.....full name
.....qualification

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

12 / 4 / 13
Execution Date


..... Director
..... Director / Secretary
..... JILL BUCKLE Lessee's Signature

Title Reference 50333249

This Deed is made on the 24th day of April 2013

1. Background

- 1.1 By the Lease, a predecessor in title of the Lessor leased to the Lessee the premises the subject of the Lease.
- 1.2 The Lessor has subsequently acquired the Land.
- 1.3 The parties wish to vary the Lease in the manner set out in this Deed, to record the exercise by the Lessee of a right to extend the Term.

2. Definitions and Interpretation

- 2.1 Unless a contrary intention appears in this Deed, the following expressions have the meanings respectively assigned to them:

Deed means this deed (comprising Form 13 and Form 20).

Effective Date means 14 March 2013.

Land means the land referred to in item 2 of the Form 13.

Lessee means Dalrymple Bay Coal Terminal Pty Ltd ACN 010 268 167 and BHP Coal Pty Ltd ACN 010 595 721 as tenants in common in equal shares and includes their respective successors and assigns.

Lessor means North Queensland Bulk Ports Corporation Limited ACN 136 880 218 and includes its successors and assigns.

Lease means registered lease number 705483227.

Term means the term of the Lease.

2.2 Other Definitions

Unless a contrary intention appears in this Deed, any expression used and not defined in this Deed will have the meaning (if any) assigned to such expression in the Lease.

2.3 Interpretation

Unless a contrary intention appears in this Deed, a reference to:

- (i) a clause is to a clause in this Deed;
- (ii) the singular includes the plural and vice versa;
- (iii) any gender includes all other genders; and
- (iv) a person includes a corporation and an association whether incorporated or not and vice versa.

2.4 Headings

The headings appearing in this Deed are inserted for convenience of reference and do not affect the construction of this Deed.

Title Reference 50333249

2.5 Governing Law

This Deed is governed by and construed in all respects in accordance with the law of Queensland.

2.6 Capacity

For avoidance of doubt, BHP Coal Pty Ltd enters into this Deed as manager of and agent for CQCA (as that term is defined in clause 3.3 of this Deed).

2.7 Other terms of the Lease

Except as varied by the provisions of clause 3 of this Deed, the parties acknowledge that the terms of the Lease continue to apply unchanged.

3. Amendments to Lease

This Lease is amended (in all cases with effect on and from the Effective Date) as follows:

3.1 Extension of expiry date

The expiry date of the Term is extended to 13 March 2028.

3.2 Changes of address

- (a) The Lessor's address for notices in clause 24.3 is changed to Level 1, Wellington House, 181 Victoria Street, Mackay, Queensland, 4740.
- (b) BHP Coal Pty Ltd's address in clause 24.3 is changed to PO Box 7863, Waterfront Place, Brisbane, Queensland, 4001.

3.3 Composition of CQCA

The definition of "CQCA" is deleted and the following is substituted:

"CQCA" means the Central Queensland Coal Associates consisting (at the Effective Date) of:

BHP Coal Pty Ltd ACN 010 595 721;

Umal Consolidated Pty Ltd ACN 000 767 386;

BHP Queensland Coal Investments Pty Ltd ACN 098 876 825;

Mitsubishi Development Pty Ltd ACN 009 779 873;

QCT Investment Pty Ltd ACN 010 487 831;

QCT Mining Pty Ltd ACN 010 487 840;

QCT Resources Pty Ltd ACN 010 808 705.

3.4 Definition of Sub-Lease

The definition of "Sub-Lease" is deleted and the following is substituted:

"Sub-Lease" means the sub-lease of the Perpetual Lease between the Lessor and the Lessee for a term concurrent with the Term.

Title Reference 50333249

4. Mutual Covenants

The Lessor and the Lessee covenant to observe, perform and fulfil all the covenants, conditions and stipulations in the Lease as varied by this Deed. The parties acknowledge that any variation to the Lease made by this Deed is intended to be read into and form part of the Lease. The parties affirm the provisions of the Lease as varied by this Deed.

5. Inconsistency with the Lease

If there is any inconsistency between this Deed and the Lease, the parties acknowledge that this Deed overrides the Lease to the extent of any inconsistency.

6. Costs

The Lessee will be responsible for payment of the Lessor's legal costs and expenses (on an indemnity basis) of and incidental to the preparation, execution and registration of this Deed, and registration fees on this amendment of the Lease.