



**ANGLO
AMERICAN**

Letter to Politicians

Our Ref: HN/Kriel/15/5 (Exxaro Exchange)
Your Ref: MP 30/5/1/2/2/236 MR

Mining Law and Property Department

Henri Nieuwoudt
Manager, Mining Law and Property

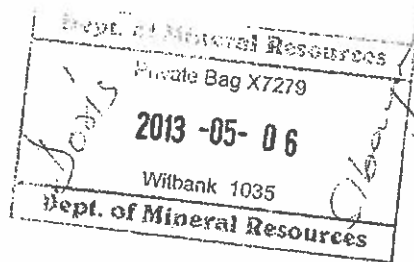
BY HAND

Direct Line +27 (0)11 638 3781
Direct Fax +27 (0)11 638 4608
Mobile 083 308 1964
e-mail:hnieuwoudt@angloamerican.co.za

The Regional Manager
Mpumalanga Region
Department of Mineral Resources
WITBANK

**Attention: Mr Andre Cronje /
Mr Edwin Senyolo**

21 December 2009



Dear Sir

APPLICATION FOR CONSENT TO –

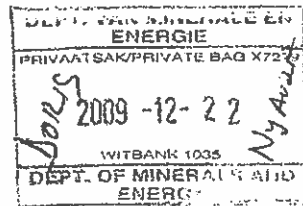
- (1) **AMENDMENT OF MINING RIGHT IN TERMS OF SECTION 102**
- (2) **CESSION IN TERMS OF SECTION 11(1)**

**REMAINING EXTENT OF PORTION 5 OF THE FARM VIERFONTEIN
61 IS**

Anglo Operations Limited ("Anglo") is the holder of a new order mining right (which was executed under your reference MP 30/5/1/1/1/136 MR) and lodged for registration.

To date, we still await registration of the Anglo mining right.

Anglo wishes to exchange an equal number of coal reserves with Exxaro Coal Mpumalanga (Pty) Ltd ("Exxaro") as discussed at our meeting with you on 31 August 2009 and as agreed, we hereby submit as follows:



..2/..

Anglo Operations Limited

56 Marshall Street Johannesburg 2001 PO Box 61587 Marshalltown 2107 South Africa
Tel +27 (0)11 638 9111 Internet www.angloamerican.co.uk

Registered Office: 44 Main Street Johannesburg 2001. Incorporated in the Republic of South Africa. Registration Number 1921/006730/09.
Company Secretary: J D Meyer

Directors: T M P Phaswana (Chairman), P M Baum, G G Gomwe (Zimbabwean), N J Mason-Gordon, S Mayet, N B Mbozima (Zambian), R Médor (French), D J Morris, J G Williams

A member of the Anglo American plc group

Ad section 102 application:

A copy of the Regulation 42 plan indicating the mining area to which the aforesaid Anglo mining right relates is annexed hereto marked Annexure "A".

Exxaro is the holder of an old order mining licence (ML 2/2001, reference OT 5/3/2/326 and has timeously applied for the conversion of its mining licence under your reference MP 30/5/1/2/2/326) and awaits conversion of such licence into a new order mining right.

Anglo and Exxaro have reached agreement of which a copy of the Agreement of Exchange of Coal Reserves dated 10 December 2009 attached as "B" in terms whereof Exxaro is prepared to cede its right to mine on the area, depicted as A, B C, D in extent 82,858 hectares on the plan marked "C" to Anglo and in exchange for the aforesaid, Anglo is prepared to cede its right to mine on the area, depicted as A, B, C, D, E, F, G, H, I J in extent 92,287 hectares on the plan marked "D" to Exxaro.

The said agreement would result in an amendment of the mining rights in respect of the mining areas to which the said rights relate. In this regard it is hereby placed on record that the aforesaid proposed amendment of the respective mining areas will have no influence on the existing Environmental Management Programme ("EMP") as the same principles and method of mining as stated in the EMP will also apply and no impact will therefore be made to the respective exchanged surface areas. Apart from the aforesaid the same facilities will also be used. In view hereof it is submitted that it is not necessary to amend the EMP or to change the existing guarantees. It is further submitted that there is no change to the Social and Labour Plan and only the Mining Work Programme need to be amended in order to reflect the amended mining area as referred to above.

In view of the aforesaid Exxaro hereby applies for consent to an amendment of its mining right as contemplated in section 102. We attach hereto the plan indicating the amended mining area marked "E1" and "E2".

Ad section 11(1) application:

In order to give effect to the aforesaid agreement, Anglo hereby applies for consent in terms of section 11(1) to cede its right to mine on the exchanged area as referred to above, to Exxaro. In this regard it is respectfully submitted that Exxaro, being a reputable company and the holder of various prospecting and mining rights:

- (a) is capable of carrying out and complying with the obligations and the terms and conditions of the right to be ceded to it; and
- (b) satisfies the requirements contemplated in section 23.

We trust that the aforesaid applications will meet with your favourable approval.

Yours faithfully



H R NIEUWOUDT

HN/FB/L43

cc Mine Manager Kriel Colliery
Doc File Cover

AGREEMENT OF EXCHANGE OF COAL RESERVES

MEMORANDUM OF AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN:

EXXARO COAL MPUMALANGA (PROPRIETARY) LIMITED

Registration Number: 1999/010289/07

herein represented by

JOHAN LOUIS WEPENER
duly authorized thereto

(hereinafter referred to as "EXXARO")

AND

ANGLO OPERATIONS LIMITED

Registration Number: 1921/006730/06

herein represented by

Mr. JTO Standish-White
duly authorized thereto

(hereinafter referred to as "ANGLO")



WHEREAS Exxaro owns and operates Malla Coal Mine situated in the Bethal district, Province of Mpumalanga ("Malla Coal") and is the holder of an Old Order Mining Right, ML 2/2001 (Exxaro's Old Order Mining Right) in respect of coal in, on and under inter alia the Remainder of Portion 5 and Remainder of Portion 32 of the farm Vierfontein 61 IS, Registration Division I.S., Province of Mpumalanga, in extent 440,0776 hectares and 77,2163 hectares respectively ("the farm Vierfontein");

AND WHEREAS Exxaro has lodged an application for the conversion of Exxaro's Old Order Mining Right;

AND WHEREAS Anglo owns and operates Kriel Colliery situated in the Bethal district, Province of Mpumalanga ("Kriel Colliery") and is the holder of a Notarial Converted Mining Right, ML13/1997, ("Anglo's Mining Right") in respect of coal in, on and under inter alia the Remainder of Portion 2 and Portion 4 of the farm Vlaklaagte 83 IS, Registration Division I.S., Province of Mpumalanga, in extent 387,0154 hectares and 385,4394 hectares respectively ("the farm Vlaklaagte");

AND WHEREAS Exxaro and Anglo have agreed to exchange certain coal reserves on a ton for ton basis adjusted for Calorific Value;

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. **DEFINITIONS**

Unless a contrary intention clearly appears the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have a corresponding meaning namely:

- 1.1. "Air Dried Basis" shall mean an analytical result of a sample of coal which excludes surface moisture;
- 1.2. "Agreement" shall mean this agreement and any annexures or schedules attached to it duly signed by the Parties;

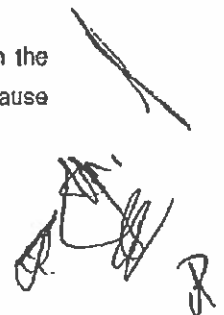


- 1.3 "Anglo's borehole logs" shall mean the mass of coal in situ expressed in metric tons and the Calorific Value derived from information obtained from borehole logs by Anglo attached hereto marked Annexure "A";
- 1.4 "Business day" shall mean any day other than a Saturday, Sunday or a statutory South African public holiday;
- 1.5 "Calorific Value" or "CV" shall mean the gross heating value of coal expressed in megajoules per kilogram on an Air Dried Basis as determined by SANS 1028 / SABS 1928: 1995;
- 1.6 "energy" means the total gross heating value of the coal expressed in mega gigajoules.
- 1.7 "Exxaro's borehole logs" shall mean the mass of coal in situ expressed in metric tons and the Calorific Value derived from information obtained from borehole logs by Exxaro attached hereto marked Annexure "B";
- 1.8 "metric ton" or "mt" shall mean 1 000 (one thousand) kilogram;
- 1.9 "mass" means mass of coal in situ expressed in metric tons;
- 1.10 "Parties" shall mean Exxaro and Anglo and "Party" means any one of these Parties;
- 1.11 "quality" means the Calorific Value of coal expressed in megajoules per kilogram on an Air Dried Basis;

2. INTERPRETATION

In this Agreement:

- 2.1 clause headings are for reference purposes only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause thereof;

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- 2.2 the Parties shall, whenever necessary or appropriate, be referred to by their designations contained in the citation of the Parties above;
- 2.3 expressions in the singular also denote the plural, and *vice versa*;
- 2.4 words and phrases denoting natural persons refer also to legal persons, and *vice versa*;
- 2.5 references to the masculine gender shall, where applicable, include the feminine gender;
- 2.6 if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of this Agreement;
- 2.7 expressions defined in this Agreement shall bear the same meanings in schedules or Annexure to this Agreement, which do not themselves contain their own definitions;
- 2.8 reference to days, months or years shall be construed as Gregorian calendar days, months or years.

3. EQUAL EXCHANGE OF COAL RESERVES

3.1 Coal reserves from Exxaro to Anglo

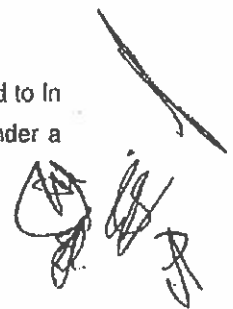
- 3.1.1 The coal reserves to be provided by Exxaro to Anglo are the coal reserves in, on and under a portion of the farm Vierfontein, in extent 82,858 hectares, as indicated by A B C D ~~E F~~ on the plan attached hereto marked Annexure "C" ("the Vierfontein coal");

- 3.1.2 According to Exxaro's borehole logs the mass of the Vierfontein coal is as follows

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- (a) 4 seam consisting of 7.218 mt with a CV of 20.42;
- (b) 5 seam consisting of 0.356 mt with a CV of 24.79;
- (c) 2 seam consisting of 1.486 mt with a CV of 19.34;

- 3.1.3 The mass and energy in situ provided by Exxaro to Anglo In respect of the Vierfontein coal is therefore 9.060 mt with an energy value of 177.863 MGJ;
- 3.1.4 The parties hereby agree that the 4 seam, 5 seam and 2 seam in respect of the Vierfontein coal, as referred to in clause 3.1.2, are mineable;
- 3.1.5 The mining method to be used by Anglo In respect of the Vierfontein coal will be the board and pillar mining method with underground continuous mining sections;
- 3.1.6 Exxaro shall, upon fulfillment of the suspensive conditions referred to in clause 3.3 below, cede its right to mine coal in, on and under a portion of the farm Vierfontein, in extent 82,858 hectares, to Anglo;
- 3.1.5 A notarial deed of cession of mining right will be drawn by Exxaro and registration thereof shall be effected by Exxaro's attorneys and shall, in accordance with section 11(4) of the Mineral and Petroleum Resources Development Act, No 28 of 2002 ("the MPRDA"), be lodged for registration within 30 (THIRTY) days from the date of notarial execution thereof;
- 3.1.6 Each party undertakes, on request from Exxaro's attorneys, to sign and deliver all relevant documents and take the necessary steps to effect registration of the notarial deed of cession;
- 3.1.9 The costs of and incidental to the preparation, execution and registration of the notarial deed of cession as well as obtaining the consents, as referred to in clauses 3.3.1.1 and 3.3.1.2 below, shall be borne by Exxaro;
- 3.2 Coal reserves from Anglo to Exxaro
- 3.2.1 In exchange for the coal reserves provided by Exxaro to Anglo, as referred to in 3.1 above, Anglo will provide Exxaro with the coal reserves in, on and under a



portion of the farm Vlaklaagte, in extent 92,287 hectares, as indicated on the plan attached hereto marked Annexure "D" ("the Vlaklaagte coal");

3.2.2 According to Anglo's borehole logs the mass of this portion of the Vlaklaagte coal are as follows -

- (a) 4 seam consisting of 8.541 mt with a CV of 20.80;
- (b) 5 seam consisting of 0.474 mt with a CV of 25.09;
- (c) 2 seam consisting of 0.178 mt with a CV of 24.73;

3.2.3 The mass and energy in situ provided by Anglo to Exxaro in respect of the Vlaklaagte coal is 9,193 mt with an energy value of 186.887 MGJ;

3.2.4 Anglo shall, upon fulfillment of the suspensive conditions referred to in clause 3.3 below, cede its right to mine coal in, on and under a portion of the farm Vlaklaagte, in extent 92,287 hectares, referred to in 3.2.1 to Exxaro;

3.2.5 A notarial deed of cession of mining right will be drawn by Anglo and registration thereof shall be effected by Anglo's attorneys and shall, in accordance with section 11(4) of the MPRDA, be lodged for registration within 30 (THIRTY) days from the date of notarial execution thereof;

3.2.6 Each party undertakes, on request from Anglo's attorneys, to sign and deliver all relevant documents and take the necessary steps to effect registration of the notarial deed of cession;

3.2.7 The costs of and incidental to the preparation, execution and registration of the notarial deed of cession as well as obtaining the consents, as referred to in clause 3.3.1.3, shall be borne by Anglo.

3.3 Suspensive Conditions

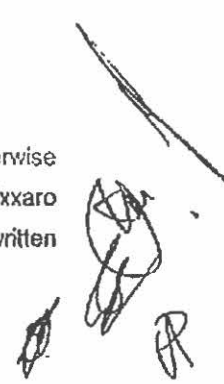
3.3.1 Clauses 3.1 and 3.2 of this Agreement is subject to the suspensive conditions that the Minister grants her consent in writing for -



- 3.3.1.1 the conversion of Exxaro's Old Order Mining Right; and
- 3.3.1.2 Exxaro to cede its right to mine coal in, on and under a portion of the farm Vierfontein, in extent 82,858 hectares, as will more fully appear on the attached plan marked Annexure "C" to Anglo in terms of section 11(1) of the MPRDA; and
- 3.3.1.3 Anglo to cede its right to mine coal in, on and under a portion of the farm Vlaklaagte, in extent 92,287 hectares, as will more fully appear on the attached plan marked Annexure "D" to Exxaro in terms of section 11(1) of the MPRDA.

4. ADDITIONAL COAL RESERVES

- 4.1 Should Exxaro, in accordance with the mining standard practice, deem it not economically viable to mine the coal reserves provided by Anglo as referred to in clause 3.2.2 above, then Anglo will provide Exxaro with additional coal reserves in, on and under a portion of the farm Vlaklaagte, in extent 123.832 hectares, as indicated on the plan attached hereto marked Annexure "E" ("the additional Vlaklaagte coal");
- 4.2 The additional Vlaklaagte coal to be provided by Anglo to Exxaro will be calculated according to the mass and CV of the Vierfontein coal already extracted by Anglo. In this regard Anglo will furnish Exxaro with its balance sheet in order to determine the mass and quality of the Vierfontein coal extracted by Anglo;
- 4.3 According to Anglo's borehole logs the mass of the additional Vlaklaagte coal are as follows -
- (a) 4 seam consisting of 8.602 mt with a CV of 19.89;
 - (b) 2 seam consisting of 1.299 mt with a CV of 21.13;
- 4.4 Anglo shall not mine, cede, transfer, let, sublet, assign, alienate or otherwise dispose of the additional Vlaklaagte coal until such date as when Exxaro completed mining the Vlaklaagte coal and furnished Anglo with its written

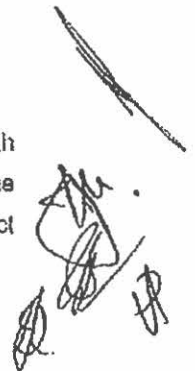
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consent that no additional coal should be provided by Anglo to Exxaro and the exchange of coal, as referred to in clause 3 above, was an equal exchange of coal on a ton for ton basis adjusted for Calorific Value;

- 4.5 In the event of Anglo providing Exxaro with the additional Vlaklaagte coal Exxaro shall apply for the Minister's consent in terms of section 11(1) and section 102 of the MPRDA whereafter Anglo shall cede its right to mine coal in, on and under a portion of the farm Vlaklaagte in respect of the additional Vlaklaagte coal to Exxaro;
- 4.6 A notarial deed of cession of mining right will be drawn by Exxaro and registration thereof shall be effected by Exxaro's attorneys and shall, in accordance with section 11(4) of the MPRDA, be lodged for such registration within 30 (THIRTY) days from the date of notarial execution thereof;
- 4.7 Each party undertakes, on request from Exxaro's attorneys, to sign and deliver all relevant documents and take the necessary steps to effect registration of the notarial deed of cession;
- 4.8 The costs of and incidental to the preparation, execution and registration of the notarial deed of cession as well as obtaining the consents, as referred to in clause 4.5 shall be shared by Anglo and Exxaro.
- 4.9 In the event that the Minister does not grant her consent in terms of sections 11(1) and 102 of the MPRDA as referred to in 4.5 above, Anglo shall compensate Exxaro by paying the value of the additional coal reserves within 30 (THIRTY) days from date of the written confirmation of the Minister that the required consents have not been granted. The value will be determined by an independent valuer appointed by the Parties and the Parties shall be liable in equal shares for the payment of the valuer.

5. **CONSENT TO MINE**

Insofar as Exxaro is able to, it grants its permission to Anglo to commence with mining activities in respect of the Vierfontein coal, at its own risk, prior to the fulfillment of the suspensive conditions contained in clause 3.3 above subject



that, in the event of the suspensive conditions not being fulfilled, Anglo shall compensate Exxaro by providing Exxaro with coal equal in mass and quality to the Vierfontein coal already extracted by Anglo and calculated as follows:

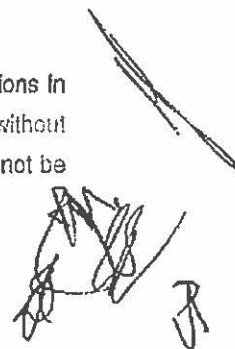
- 5.1 Anglo shall furnish Exxaro with its monthly survey reports in respect of the Vierfontein coal which has been extracted whereafter Exxaro shall attend to its own survey;
- 5.2 If the Parties fail to reach agreement in respect of the coal to be provided, an independent surveyor shall be appointed by Exxaro to determine the mass of the coal extracted and the Parties shall be liable in equal shares for the payment of the surveyor's charges;
- 5.3 Anglo shall provide Exxaro with the coal within 1 (ONE) month from date of notice by Exxaro to Anglo that it agrees with the survey reports of Anglo, as referred to in clause 5.1 above, or within 1 (ONE) month from date of the results of the independent surveyor as referred to in clause 5.2 above.

6. ENVIRONMENTAL AND REHABILITATION

- 6.1 Both Parties must comply with all environmental legislation applicable to their respective mining operations;
- 6.2 Upon fulfillment of the suspensive conditions, Exxaro will be liable for the rehabilitation in respect of the Vlakfontein coal and the additional Vlaklaagte Coal and Anglo will be liable for the rehabilitation in respect of the Vierfontein coal;
- 6.3 Both Parties will comply with the relevant legislation in respect to the boundaries between the two reserves.

7. CESSION AND ASSIGNMENT

Neither Exxaro nor Anglo shall cede or assign any of its rights or obligations in terms of this Agreement, to any other person, association or company, without the written consent of the other Party being obtained which consent shall not be unreasonably withheld or delayed.

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8. COMPLIANCE WITH LAWS

The Parties shall ensure and be responsible for ensuring that all applicable laws, statutes, ordinances, statutory provisions and regulations applicable to the execution of this Agreement are ascertained, complied with and observed by the Parties, and their respective employees, servants and agents.

9. INDEMNITY

Without prejudice to any other rights which the Parties may have, the Parties hereby indemnify each other and hold the other harmless against all actions, claims, demands, compensation, costs, charges and proceedings whatsoever in respect of any injury or damage to person or property or otherwise incurred by the other Party, arising in consequence of or in connection with any breach, non-compliance or non-observance of applicable laws, statutes, ordinances, statutory provisions and regulations as aforesaid.

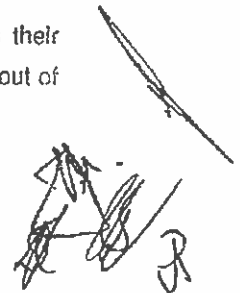
10. DISPUTE

10.1 In the event of a dispute being declared in writing by either Party, the Parties agree to meet within 10 (TEN) days of the date of such written declaration to resolve the dispute where possible. In the event of there being no resolution, disputes of a technical nature shall be referred to an expert arbitrator acceptable to both Parties, who shall, failing agreement between the Parties, be appointed by the head of the relevant society and/or council of the relevant technical discipline, and whose decision shall be final and binding on both Parties;

10.2 Disputes of a financial or legal nature shall be dealt with in the North Gauteng High Court, Pretoria (Republic of South Africa).

11. DOMICILIUM

11.1 The Parties hereto choose the addresses set out hereunder as their respective domicilium citandi et executandi for all purposes arising out of this agreement:



EXXARO -

**Physical : Exxaro Corporate Office
Roger Dyason Road
Pretoria West**

**Postal : P O Box 9229
Pretoria
0001**

Telefax : 012-307 6588

ANGLO -

**Physical : Anglo Coal Head Office
10TH Floor 55 Marshall Street
Johannesburg
2001**

**Postal : P O Box 61587
Marshalltown
2107**

Telefax : 011 638 3781

provided that any party may change its abovementioned address to any other address, by giving the other party written notice to that effect provided that the change shall become effective on the 10th business day from the deemed receipt of the notice by the other party;

11.2 Any notice required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by telefax;

11.3 Any notice to a party –

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- (a) sent by prepaid registered post in a correctly addressed envelope to it at an address chosen as its domicilium citandi et executandi to which post is delivered shall be deemed to have been received on the 10th business day after posting (unless the contrary is proved);
- (b) delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilium citandi et executandi shall be deemed to have been received on the day of delivery; or
- (c) sent by telefax to its chosen telefax number stipulated above, shall be deemed to have been received on the date following the date of transmission;

11.4 Notwithstanding anything to the contrary herein contained a written notice actually received by a party shall be an adequate written notice to it notwithstanding that it was not sent to or delivered at its chosen domicilium citandi et executandi.

12. BREACH

Should any party ("the defaulting party") remain in default to fulfill its obligations in terms of this agreement and fail to remedy such default within 14 (FOURTEEN) days after receiving written notice at its chosen domicilium citandi et executandi to do so, the other party may without further notice:

- 12.1 cancel this agreement; or
- 12.2 claim specific performance of the terms of this agreement;

In either event without prejudice to the other party's right to claim damages from the defaulting party.



13. GENERAL

13.1 This Agreement constitutes the entire agreement between the Parties hereto regarding the subject matter hereof, and no variation, addition to or termination hereof shall be of any force or effect unless it is expressly recorded in writing and signed by both Parties;

13.2 No variation of this agreement shall be of any force and effect unless reduced in writing and signed by both Parties;


13.3 No relaxation or indulgence which any party may show to the other shall in any way prejudice or be deemed to be a waiver of its rights hereunder.


14. COSTS


Anglo shall be liable for payment of all costs of and incidental to the drafting and preparing of this Agreement.

SIGNED at PRETORIA on this 10th day of DECEMBER 2009

AS WITNESSES:

1. 


2. 

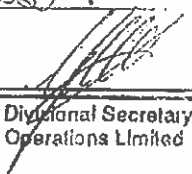


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SIGNED at Johannesburg on this 9th day of DECEMBER 2009


AS WITNESSES:

1. 

2. 

Senior Divisional Secretary
Anglo Operations Limited

For and on behalf of
ANGLO COAL a Division of ANGLO OPERATIONS LIMITED



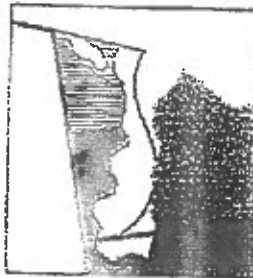
Member of the Executive Committee
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Matla / F Block Swap – reserve and energy evaluation.



Block	Seam	Area Ha	Thick (m)	GTIS (Mt)	ROM(amd) (Mt)	Uncontaminated (adb)					Energy (MGJ)
						Ash	CV	Vols	IM	S	
Matla North	M4	82.858	5.44	7.218	6.577	28.89	20.42	20.77	4.35	0.83	141.452
	S5L	22.066	1.15	0.356	0.321	18.60	24.79	30.80	5.30	1.64	8.555
	S2U	82.858	1.10	1.486	0.967	31.40	19.34	19.98	3.47	0.48	27.339
Total				9.060	7.865	28.77	20.47	21.09	4.28	0.82	177.863



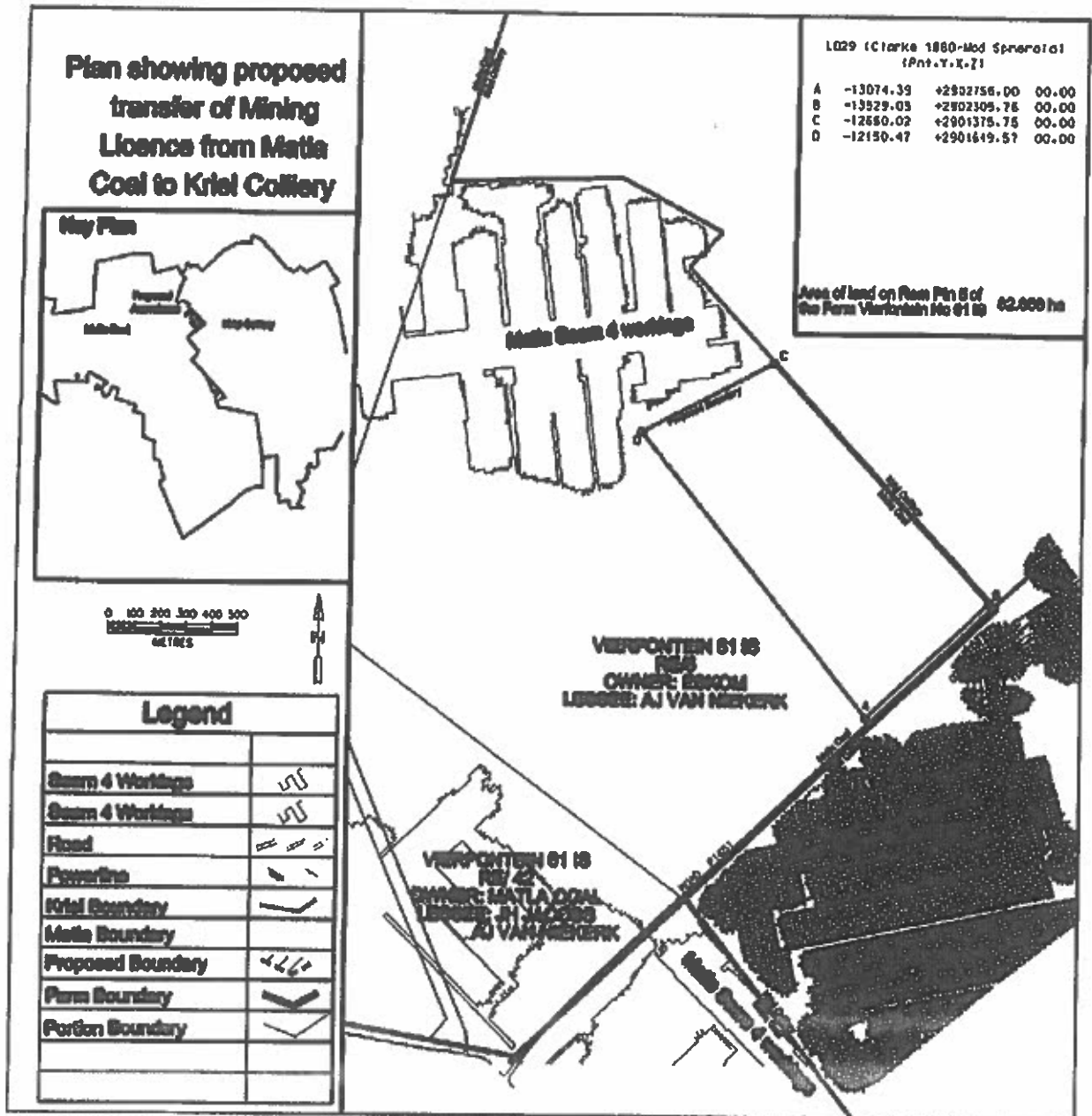
Block	Seam	Area Ha	Thick (m)	GTIS (Mt)	ROM(amd) (Mt)	Uncontaminated (adb)					Energy (MGJ)
						Ash	CV	Vols	IM	S	
Block F (South)	M4	92.287	5.86	8.541	7.340	26.89	20.80	23.04	4.78	0.79	171.272
	S5L	36.749	0.88	0.474	0.403	17.42	25.09	27.91	5.76	1.47	11.585
	S2L	10.937	1.08	0.178	0.12	20.87	24.73	19.59	3.39	0.94	4.183
Total				9.193	7.86	26.31	21.08	23.24	4.81	0.83	186.887



Block	Seam	Area Ha	Thick (m)	GTIS (Mt)	ROM(amd) (Mt)	Uncontaminated (adb)					Energy (MGJ)
						Ash	CV	Vols	IM	S	
Block F (Whole)	M4	216.1187	4.94	17.143	14.780	29.35	19.89	22.52	4.49	0.75	327.735
	S5L	36.749	0.88	0.474	0.403	17.42	25.09	27.91	5.76	1.47	11.585
	S2L	79.413	1.13	1.477	0.986	32.12	21.13	14.12	2.90	1.60	29.506
Total				19.094	16.147	29.21	20.09	22.16	4.43	0.82	368.466

ANNEXURE " B "

Block		AREA	ST	GTIS (MT)	ASH	CV	VM	IM	TS	Energy (MGJ)
Malla North	M4	82.858	5.44	7.218	28.88	20.42	20.77	4.35	0.83	141.45
	S5L	22.068	1.15	0.356	18.60	24.79	30.80	5.30	1.64	6.55
	S2L	82.858	1.10	1.488	31.40	19.34	19.98	3.47	0.48	27.34
Total				9.060	28.77	20.47	21.09	4.28	0.82	177.35
Malla (Whole)	S2	264.000	2.28	9.934	32.84	18.22	17.81	3.53		181.69
	S4L	264.115	5.370	22.821	29.48	20.13	21.58	3.99	0.87	439.24
	S5	262.500	0.63	2.643	29.32	21.03	23.22	3.39		52.82
Total				35.40	30.41	19.84	20.84	3.82		673.76

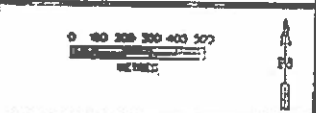
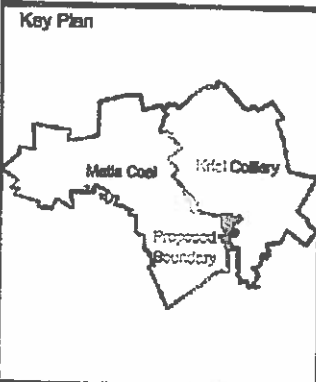


Plan showing proposed transfer of Mining Licence from Kriel Colliery to Matla Coal - Block F South to Matla

Kriel Matla Boundary
 L225 (Clarke 1880-Mod Spheroid)
 (Proj.T.2)

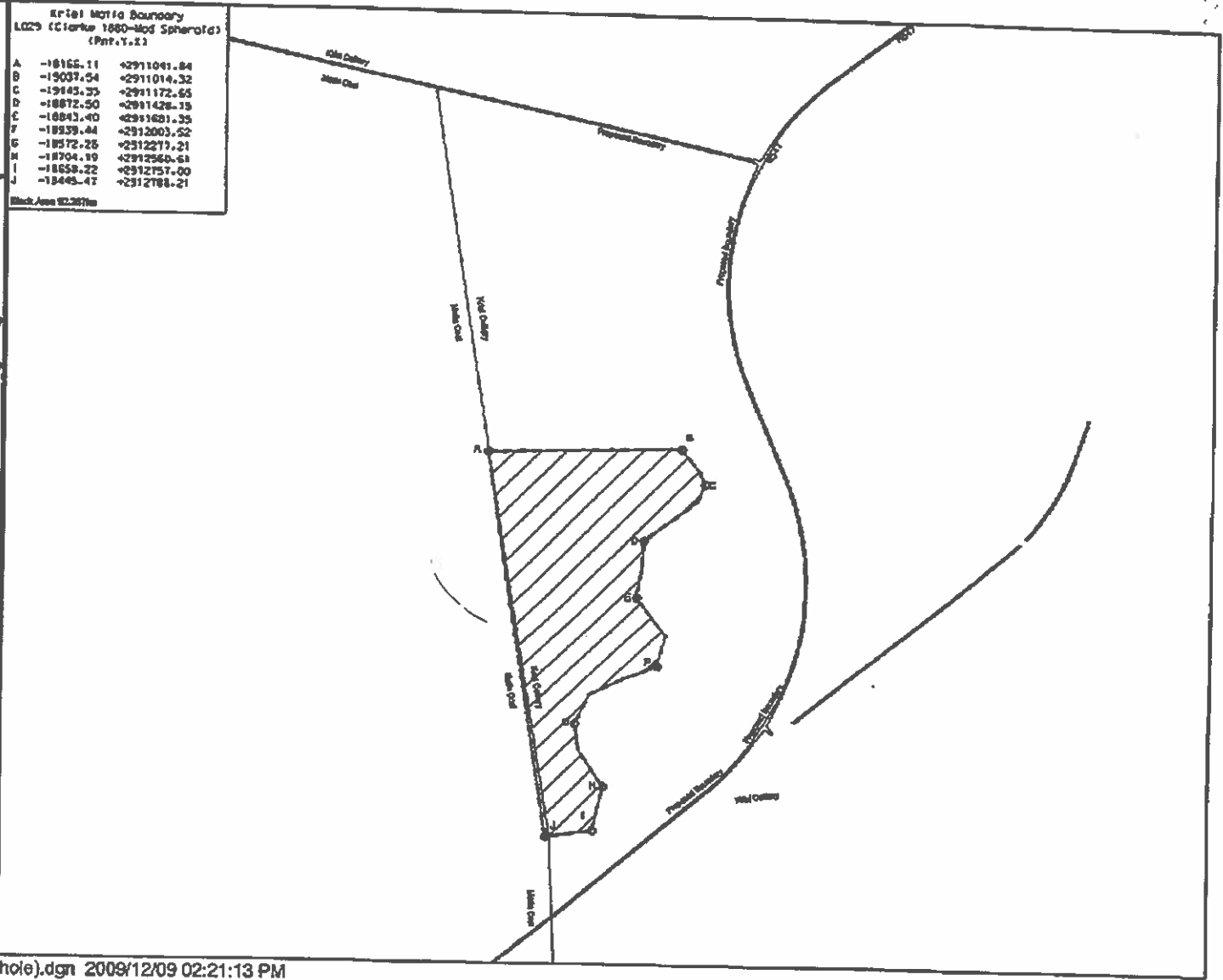
A	-18166.11	+2911041.84
B	-19037.54	+2911014.32
C	-19145.35	+2911172.65
D	-18872.50	+2911428.15
E	-18843.40	+2911621.35
F	-18539.44	+2912003.52
G	-18572.25	+2912277.21
H	-18704.19	+2912560.61
I	-18658.22	+2912757.00
J	-18445.47	+2912788.21

Block Area 82,267ha



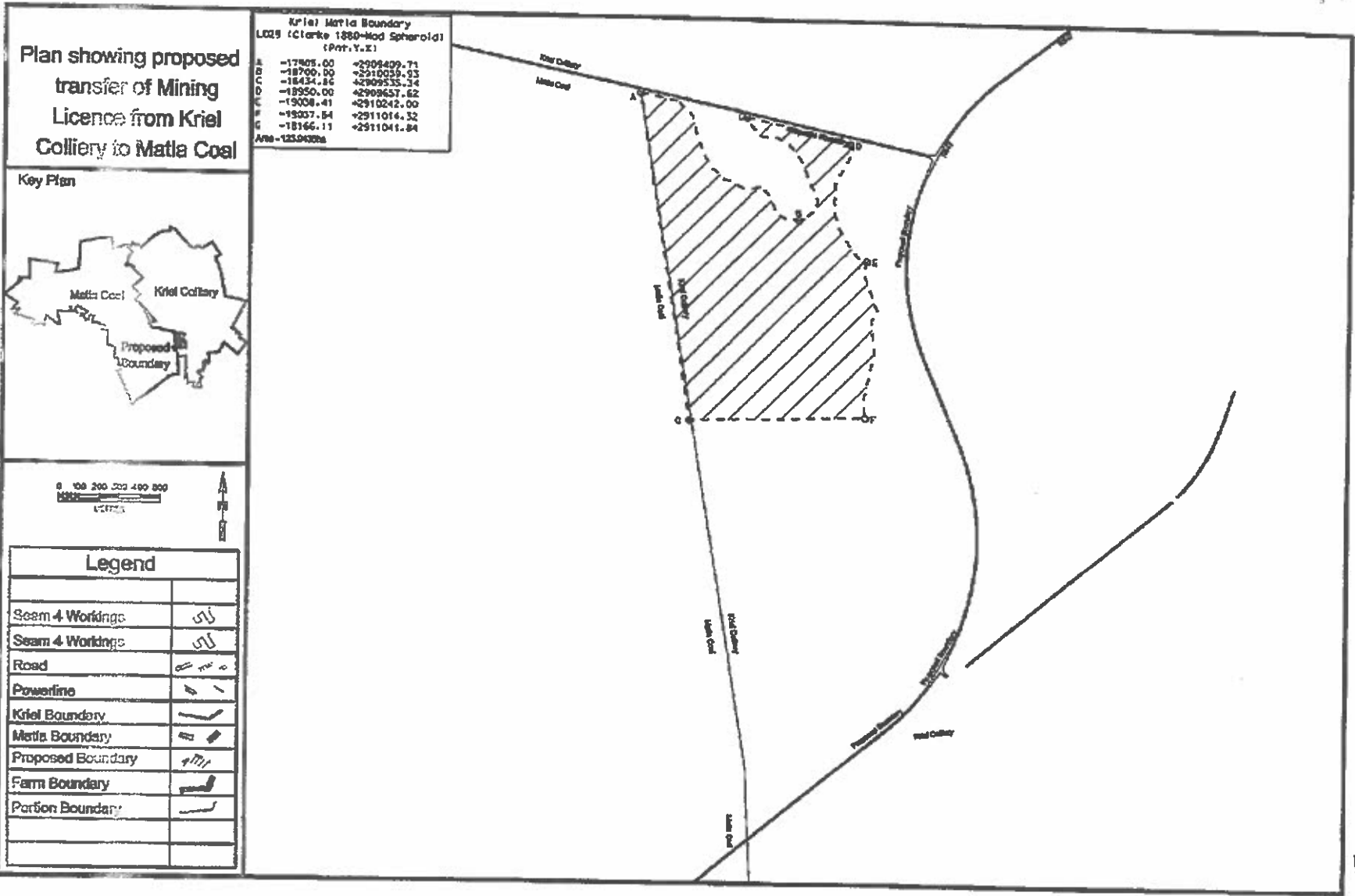
Legend

Seam 4 Workings	
Seam 4 Workings	
Road	
Powerline	
Kriel Boundary	
Matla Boundary	
Proposed Boundary	
Farm Boundary	
Portion Boundary	



...Block plan Block F to Matla (Whole).dgn 2009/12/09 02:21:13 PM

ANNEXURE "D"

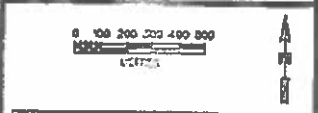
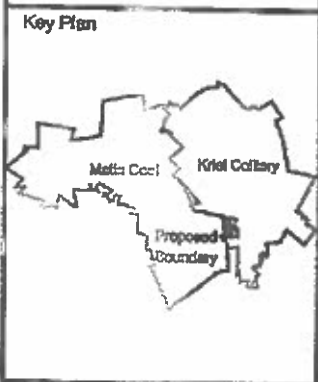


Plan showing proposed transfer of Mining Licence from Kriel Colliery to Matla Coal

Kriel Matla Boundary
 LC29 (Clarke 1880-Mod Spheroid)
 (Pr. Y. Z)

1	-17805.00	+2909409.71
2	-18700.00	+2910059.93
3	-18434.86	+2909535.34
4	-18950.00	+2908657.62
5	-19008.41	+2910242.00
6	-19307.84	+2911014.32
7	-18166.11	+2911041.84

Area - 123,9400ha



Legend

Seam 4 Workings	
Road	
Powerline	
Kriel Boundary	
Matla Boundary	
Proposed Boundary	
Farm Boundary	
Portion Boundary	