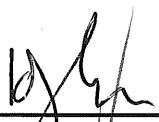


DALRYMPLE BAY
COAL TERMINAL
PTY LTD

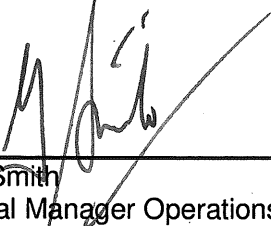
Terminal Regulations

Approved



Kim Gebers
Chief Executive & General Manager DBCT P/L

18 Sep 09
Date



Greg Smith
General Manager Operations DBCT Management P/L

18/09/2009
Date

TABLE OF CONTENTS

Table of Contents	2
Distribution List	4
1. DEFINITIONS AND INTERPRETATION	5
1.1 DEFINITIONS.....	5
1.2 INTERPRETATION	9
1.3 NOTICES AND OTHER COMMUNICATIONS	9
2. OPERATION OF TERMINAL.....	10
2.1 CONTINUOUS OPERATION.....	10
2.2 CARGO ASSEMBLY.....	10
2.3 ORDER OF LOADING OF VESSELS	10
2.4 HANDLING INSTRUCTIONS.....	12
2.5 ACCESS HOLDERS TO ADVISE MOISTURE VALUES.....	12
3. SCHEDULING.....	13
3.1 ACCESS HOLDERS TO ADVISE ANNUAL FORECASTS	13
3.2 ACCESS HOLDERS TO ADVISE MONTHLY SHIPPING REQUIREMENTS	14
3.3 ACCESS HOLDERS TO COMPLY WITH PRE-LOADING REQUIREMENTS	14
3.4 FAILURE TO COMPLY WITH PRE-LOADING REQUIREMENTS	14
3.5 OPERATOR TO ADVISE VESSEL LOADING SCHEDULES	15
3.6 ACCESS HOLDERS TO ADVISE WEEKLY RAILING CONSTRAINTS	15
3.7 OPERATOR TO ADVISE RAILING PLAN	16
3.8 OPERATOR TO ADVISE DAILY RAILING SCHEDULE	17
4. RECEIPT BY RAIL.....	18
4.1 LOADING AT MINE AND NOTIFICATION TO OPERATOR.....	18
4.2 TRAIN TONNAGES USED FOR STOCKPILE RECORDS	18
4.3 STOCKPILING AND DIRECT LOADING	19
4.4 COAL TO MEET AGREED SPECIFICATION	19
5. STORAGE.....	19
5.1 ALLOCATION OF STOCKPILES.....	19
5.2 CARGO ASSEMBLY STOCKPILES	19
5.4 OPERATOR TO MAINTAIN STOCKPILE RECORDS.....	21
5.5 RECONCILIATION OF CARGO ASSEMBLY STOCKPILES BY SURVEY	21
5.6 STOCKPILE HEIGHT AND WIDTH.....	22
5.7 BLENDING	22
5.8 VENEERING	22
6. SHIPPING.....	23
6.1 VESSEL SPECIFICATIONS.....	23
6.2 TERMINAL LIMITATIONS	24
6.3 ONLY COMPLYING VESSELS TO BE NOMINATED.....	24
6.4 OPERATOR MAY REFUSE NON-COMPLYING VESSELS.....	24
6.5 MINIMUM PARCEL SIZE.....	25
6.6 MAXIMUM NUMBER OF PARCELS	25
6.7 LOADING IN PARCELS.....	25
6.8 DELAYS BECAUSE OF EXCESSIVE DRAFT WHEN LOADED.....	25
6.9 OPERATOR TO BE GIVEN GENERAL ARRANGEMENT PLAN.....	26
6.10 OPERATOR IS SHIPPER'S AGENT IN ABSENCE OF OTHER NOMINATION	26
6.11 ACCESS HOLDER RESPONSIBLE FOR SATISFYING ALL LEGAL REQUIREMENTS.....	26
6.12 SURVEYOR TO DETERMINE WEIGHT LOADED.....	26

6.13	SURVEYOR MAY ADVISE ON LOADING	26
6.14	SAMPLING AND QUALITY DETERMINATION BY ACCESS HOLDERS.....	26
6.15	CODE OF PRACTICE FOR THE SAFE LOADING AND UNLOADING OF BULK CARRIERS	27
7.	RISK AND PROPERTY, LIABILITY AND LOSSES	27
7.1	RISK IN RESPECT OF COAL AT THE TERMINAL	27
7.2	INDEMNITY FOR BREACH, NEGLIGENCE OR INTENTIONALLY WRONG ACT	27
7.3	INACCURATE SCHEDULING INFORMATION.....	28
8.	CHARGES BY OPERATOR	28
9.	TERMINAL INFORMATION BOOKLET	28
9.1	OPERATOR MAY ISSUE BOOKLET	28
9.2	BOOKLET FORMS PART OF TERMINAL REGULATIONS.....	28
10.	OPERATOR DISCRETIONS, PROTECTIONS AND GENERAL POWERS	28
10.1	OPERATOR'S DISCRETION FOR TERMINAL EFFICIENCY REASONS	28
10.2	PROTECTION OF OPERATOR IF ACTING IN GOOD FAITH.....	29
10.3	COMPLIANCE WITH SITE CONDITIONS AND PROCEDURES	29
	SCHEDULE 1	30
	TERMINAL SERVICES PROVIDED BY DBCT MANAGEMENT (AND PERFORMED BY THE OPERATOR AS ITS CONTRACTOR) AS AT 1 JANUARY 2009	30
1.	TRAIN SCHEDULING	30
2.	TRAIN UNLOADING	30
3.	RECLAIMING AND VESSEL LOADING	30
4.	INCIDENTAL TERMINAL SERVICES	30
5.	MISCELLANEOUS TERMINAL SERVICES.....	31
6.	STOCKPILING AND BLENDING	31
7.	PREVENTION OF CONTAMINATION.....	32
8.	DATA PROVISION	32
9.	CO-ORDINATION	32
10.	TERMINAL REGULATION, FORCE MAJEURE, OPERATION & MAINTENANCE CONTRACT AND LAWS	33
	SCHEDULE 2.....	35
	PRE-LOADING REQUIREMENTS	35

DISTRIBUTION LIST

	No of Copies
Dalrymple Bay Coal Terminal Pty Ltd	1
DBCT Management Pty Ltd	1
Ports Corporation of Queensland Limited	1
DBCT Holdings Pty Ltd	1
Rio Tinto Coal Australia Pty Ltd (BAC)	1
Rio Tinto Coal Australia Pty Ltd (HCC)	1
BM Alliance Coal Pty Ltd (Goonyella Riverside)	1
Anglo Coal Australia Pty Ltd (Capcoal)	1
Anglo Coal Australia Pty Ltd (Moranbah North)	1
Anglo Coal Australia Pty Ltd (Foxleigh)	1
Peabody Energy Australia Pty Ltd (North Goonyella)	1
Peabody Energy Australia Pty Ltd (Burton Coal)	1
Peabody Energy Australia Pty Ltd (Millennium)	1
Xstrata Coal Queensland Pty Ltd (Oak Creek)	1
Macarthur Coal Management Pty Ltd (Coppabella)	1
Macarthur Coal Management Pty Ltd (Moorvale)	1
Vale Australia Pty Ltd (Broadlea)	1
Bowen Central Coal Management Pty Ltd (Isaac Plains JV)	1
Vale Australia Pty Ltd (Carborough Downs)	1

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Regulations, the following terms have the meanings specified below:

“Access” means access under an Access Agreement to Terminal Services.

“Access Holder” means a person who has an entitlement to Access pursuant to an Access Agreement.

“Ad Hoc Handling Instructions” means instructions for Handling coal, of the kind contemplated in Regulation 2.4(a)(ii).

“Acceptable Specification” means coal in a form which:

- (a) is capable of passing through a 300 mm grizzly; and
- (b) has a moisture content and other characteristics which do not in the opinion of the Operator (acting reasonably) make it materially more inefficient or unsafe to Handle than most other coal Handled at the Terminal

“Annual Contract Tonnage” means, for an Access Holder in relation to a Financial Year, the number of tonnes of coal in that Financial Year that the Access Holder is entitled to have Handled under its Access Agreement:

- (a) including tonnage which the Access Holder is entitled to have Handled but which may not, at a practical level, be able to be Handled due to circumstances such as a force majeure event or relevant provisions of the Terminal Regulations; but
- (b) excluding ad-hoc over shipments which may be permitted under an Access Agreement subject to available capacity.

“Annual Railing Entitlement” means, for an Access Holder in relation to a Financial Year, the aggregate number of tonnes of coal which the Access Holder is entitled to have railed to the Terminal in that Financial Year under a rail haulage agreement with a Rail Freight Provider:

- (a) including tonnage which the Access Holder is entitled to have hauled but which may not, at a practical level, be able to be hauled due to circumstances such as a force majeure event or relevant provisions of the relevant rail haulage agreement; but
- (b) excluding ad-hoc tonnages which may be permitted to be railed under the relevant rail haulage agreement subject to available capacity.



If the entitlement of an Access Holder under its rail haulage agreement is different from its entitlement under a relevant rail access agreement in respect of a period, the entitlement for that period will be taken to be the lesser of those tonnages.

"Approved Handling Instructions" means Standing Handling Instructions or Ad Hoc Handling Instructions which have been approved by the Operator.

"ATA" means, in respect of a Vessel, the time when the last of the following occurs:

- (a) the Vessel has reached the "commercial area of the port" or the "normal waiting place" identified by the Hay Point Harbour Master,
- (b) the Vessel is ready to be towed, berthed, deballasted and loaded without delay; and
- (c) a *Notice of Readiness* (such notice is customarily presented to a shipper or their agent by the master or ship's agent) has been tendered to the Operator by the master or ship's agent, confirming the readiness of the arrived Vessel to undertake the operations in (b) above.

"Business Day" means a day other than a Saturday, Sunday or public holiday in Mackay.

"Cargo Assembly" means scheduling of the delivery of coal to the Terminal with the principal objective of it being Handled in an order and way which facilitates and is in alignment with the loading of Vessels in their order of entitlement to load.

"Certificate of Weight" means a certificate of weight issued by an independent, qualified marine surveyor, certifying the weight of coal loaded on board a Vessel.

"Code of Practice for the Safe Loading and Unloading of Bulk Carriers" means the *Code of Practice for the Safe Loading and Unloading of Bulk Carriers* promulgated by the International Maritime Organisation pursuant to IMO Resolution A.862(2), as amended or replaced from time to time.

"Consignment Note" means a delivery docket issued by a Rail Freight Providers in respect of a train delivering coal to the Receiving Point.

"DBCT Coal Chain" means all infrastructure between, and including, the respective rail loading facilities at mines which rail coal to the Terminal and the Delivery Point at the Terminal, required for the transportation of coal relating to the Terminal – from commencement of loading at a mine site to the departure of a loaded Vessel from the Terminal (and, for clarification, includes locomotives and rolling stock, as well as loading, unloading, stacking, reclaiming and rail and Terminal infrastructure).

"DBCT Holdings" means DBCT Holdings Pty Ltd (ACN 096 395 753).

"DBCT Management" means (DBCT) Management Pty Ltd (ACN 097 698 916), and any successor of it as the long-term sub-lessee of the Terminal responsible for the provision of Terminal Services.

"Delivery Point" means the end of the shiploader spout over a Vessel's rail at the Terminal.

"Financial Year" means each period of 12 months beginning on 1 July and ending on the next 30 June.

"Good Operating and Maintenance Practice" means, with respect to the operation and maintenance of the Terminal, adherence to a standard of practice which includes the exercise of that degree of skill, diligence, prudence and foresight which would reasonably be expected from a competent, experienced and qualified operator of a facility comparable with the Terminal.

"Handle" means the receiving by rail, unloading, stacking, storing, reclaiming and loading of Vessels with coal, including any other relevant Terminal Services.

"Handling Instructions" means Standing Handling Instructions or an Ad Hoc Standing Instructions.

"Hay Point" means the port of Hay Point (near Mackay), Queensland.

"Month" means a calendar month.

"Operation & Maintenance Contract" means the contract in force between DBCT Management and the Operator under which the Operator is appointed to operate and maintain the Terminal.

"Operator" means the operator of the Terminal appointed by DBCT Management (currently Dalrymple Bay Coal Terminal Pty Ltd ACN 010 268 167)

"Parcel" means a quantity of coal (whether or not it is a full Vessel-load) of a single Product Grade or multiple Product Grades (blended) required by an Access Holder to be loaded on one Vessel.

"Ports Corporation" means Ports Corporation of Queensland Limited (ACN 126 302 994).

"Pre-loading Requirements" means the notices and other requirements specified in Schedule 2.

"Product Grade" means, in respect of relevant coal, the grade of that coal (including a grade created by blending in) in accordance with the Operator's system for differentiating coal by product grades.

"Quarter" means a period of three months beginning on 1 January, 1 April, 1 July or 1 October.

"Rail Freight Provider" means a rail freight provider delivering (or intending to deliver) coal to the Terminal for or in respect of an Access Holder.

"Receiving Point" means the bottom dump rail receipt stations at the Terminal.

"Regulations" means these Terminal Regulations, as amended from time to time.

"Remnant Management Strategy" means, at any relevant time, the policy adopted and notified to Access Holders by the Operator at that time to minimise remnant cargos within the Terminal stockyard.

"Service Provider" means:

- (a) DBCT Management, as the provider of Terminal Services;
- (b) each provider, at a relevant time, of railway infrastructure ("below rail") for any part of the DBCT Coal Chain;
- (c) each provider, at a relevant time, of railway freight services ("above rail") for any part of the DBCT Coal Chain.

"Standing Handling Instructions" means instructions for Handling coal, of the kind contemplated in Regulation 2.4(a)(i).

"Terminal" means the land and port infrastructure located at the Port of Hay Point which is owned by DBCT Holdings Pty Ltd or the State of Queensland and subleased by DBCT Management, known as *Dalrymple Bay Coal Terminal* including, where the context permits, all buildings, stockpile areas, industrial water storage areas, unloading and loading facilities, piers, wharves, roads, conveyors, plant, equipment, and apparatus, and the area occupied in relation to such facilities.

"Terminal Information System" means the system from time to time utilized by the Operator for information relating to the operation of the Terminal and associated matters (e.g. train and Vessel scheduling) to be given to and provided by Access Holders and others.

"Terminal Service" means each service which DBCT Management agrees to provide at the Terminal under a relevant Access Agreement, which at 1 January 2009 comprise the services listed in Schedule 1.

“**Train Consignment**” means a consignment of coal consigned to or for an Access Holder and received at the Receiving Point (whether or not it is a full train load).

“**Vessel**” means a ship or other craft capable of transporting bulk coal by sea.

1.2 Interpretation

In the interpretation of these Regulations, where the context permits:

- (a) singular includes plural and vice versa;
- (b) reference to any gender includes all genders;
- (c) reference to a person includes a body corporate, association of persons, government or governmental authority; and
- (d) reference to “writing” include printing, typing, facsimile and other means of reproducing words in a visible and tangible form; it also includes electronic communication to and from the Operator under a communication system established by the Operator principally for the operation of the Terminal.

1.3 Notices and other communications

- (a) Wherever any notice or information required to be provided to or by the Operator can be given by way of input into the Terminal Information System, that notice or information must be given in that way.
- (b) Any notice or information which cannot practically be given by way of a relevant entry in the Terminal Information System must be in writing and must be given by mail or facsimile transmission as follows:

To the Operator:

Address: DBCT P/L, MSF 283, Martin Armstrong Drive, Hay Point
MACKAY Q 4740

Attention: Manager Operations

Fax No: 0749 563353

To DBCT Management:

Address: Level 15, Waterfront Place, 1 Eagle Street, Brisbane Q
4740

Attention: Chief Executive Office

Fax No: 07 3002 3101

To an Access Holder – in the same manner as is provided for notices to an Access Holder in the standard Access Agreement for the Terminal.

- (c) All notices or communications given in accordance with Regulation 1.3(b) will be deemed to have been duly given or made:
- (i) on the date on which the notice or communication would, in the ordinary course of the post, have been delivered to the address to which it was posted;
 - (ii) when delivered; or
 - (iii) if sent by facsimile transmission, at the conclusion of an apparently successful transmission,
- but, if the delivery or facsimile is effected on a day which is not a Business Day or after 5:00pm in the place of receipt on a Business Day, it will be taken to have been given or made on the next Business Day.
- (d) If the Operator, DBCT Management or an Access Holder initiates a communication by email, then an email response to the address of the initiator of the email will be taken to be provision to the initiator of the email of all material in that response which had been requested in the initiating email.

2. OPERATION OF TERMINAL

2.1 Continuous operation

The Terminal is intended to operate for 24 hours a day, 7 days a week (except when not operating to full capacity or at all because of repairs, maintenance, adverse weather conditions or other relevant circumstances) to accept:

- (a) Train Consignments for unloading and stockpiling; and
- (b) Vessels for berthing, loading and sailing.

2.2 Cargo Assembly

The Terminal will operate on a Cargo Assembly basis. Accordingly, the Operator will use reasonable endeavours to allocate Train Consignments to align with the order of Vessel loading entitlements. However, should there be a constraint in the provision of any Terminal Services, the Operator will direct either train unloading or Vessel loading as a priority, to endeavour to minimise the impact of such Terminal constraints, but as far as is practicable and efficient, to maximize Terminal throughput without materially affecting the order of Vessel loading entitlements.

2.3 Order of loading of Vessels

Vessels will be berthed and loaded in the order of their respective ATAs, except to the extent that the Operator amends that order of entitlement to

load, having determined in good faith that any of the following considerations should override that order of priority:

- (a) the terms of a relevant Access Agreement - for example:
 - (i) all or part of an Access Holder's Annual Contract Tonnage may be discretionary (ie. available only subject to spare capacity of the Terminal); or
 - (ii) a requirement in the Access Agreement for the Access Holder to use reasonable endeavours to achieve shipping of coal through the Terminal at an even rate may mean that Vessels arriving at a rate which exceeds the Annual Contract Tonnage of an Access Holder may lead to a Vessel losing the priority it would otherwise have had for loading, if loading it causes any additional expense or unreasonable interference to a comparatively even rate of shipping by another Access Holder
- (b) a requirement of any other Regulation (for example Pre-loading Requirements) has not been or is not expected to be met in respect of a Vessel or Access Holder;
- (c) the Vessel consignment plus 10% (or such other discretionary variance as is allowed under the relevant sale contract) of the tonnage nominated by the Access Holder must be available at the Terminal and/or on a train scheduled to arrive at the Terminal within 24 hours (or such longer time as the Operator determines) when berthing commences, unless the Access Holder notifies the Operator in writing before berthing commences that the Access Holder accepts the risk of coal not being available and the Vessel being required to vacate the berth when not fully loaded;
- (d) the Operator must be satisfied that the Vessel is in all respects ready to commence loading, before it is accepted for berthing;
- (e) the Operator may assign a Vessel to load at a particular berth, meaning that its priority will be determined in relation only to other Vessels assigned to load at that berth;
- (f) priority of loading is also subject to alteration at the discretion of the Operator having regard to:
 - (i) tidal constraints;
 - (ii) loading constraints;
 - (iii) prevailing weather conditions;
 - (iv) any measure expected to optimise operation and efficiency of the DBCT Coal Chain (but not so as to materially adversely

affect a Vessel otherwise entitled to priority under all other terms of these Regulations);

- (v) the exercise of the Operator's discretion on other grounds pursuant to Regulation 10.1.

2.4 Handling instructions

- (a) An Access Holder may submit to the Operator a set of proposed Handling instructions requesting special requirements applicable to a Product Grade of the Access Holder:
 - (i) each time it is Handled (***Standing Handling Instructions***); or
 - (ii) on a nominated occasion on which that Product Grade is Handled (***Ad-hoc Handling Instructions***).
- (b) The Operator must consider each such proposal (except where the terms of such proposal would not comply with these Regulations), and may approve them, reject them (but only if the operator provides written reasons for doing so) or (if relevant) suggest amendments. All Handling Instructions approved by the Operator must be immediately entered by the Access Holder in the Terminal Information System in a form acceptable to the Operator. Any handling instructions approved by the Operator on a standing basis and entered into the Terminal Information System at the time this Regulation 2.4(b) becomes operative will be taken to have been approved and entered into the Terminal Operating System as Standard Handling Instructions pursuant to this Regulation.
- (c) Approved Handling Instructions taken must be set out in full (even if Standard Handling Instructions) in the Parcel nomination information detailed in the first notice given in each Pre-loading Requirement, or they will be taken not to apply.
- (d) If the Operator carries out Approved Handling Instructions, doing so may incur charges on the part of the relevant Access Holder for *Miscellaneous Services*, in accordance with the terms of a relevant Access Agreement.

2.5 Access Holders to advise moisture values

- (a) Each Access Holder must provide to the Operator details of the following moisture criteria for each Product Grade to be Handled in respect of that Access Holder at the Terminal as early as practicable prior to the commencement of Handling of that Product Grade (or as soon as practicable after the commencement of this Regulation in the case of a Product Grade already being Handled when this Regulation commenced) and as soon as practicable after any of the following are revised by the Access Holder for any Product Grade, to assist the

Operator in ensuring appropriate calibration of inloading and outloading moisture analysers for each Product Grade:

- (i) dust extinction moisture (DEM) level;
 - (ii) optimum moisture value;
- (b) When requested, each Access Holder must also provide to the Operator, all total moisture analysis data collected in respect of all train and Vessel sampling of coal immediately after it is received by the Access Holder - to be used by the Operator as reference base data for periodic analyser calibrations and systems verification checks.

3. SCHEDULING

3.1 Access Holders to advise Annual Forecasts

- (a) (i) By no later than 15 February in each Financial Year; or
- (ii) If the Access Holder has not previously delivered coal to the Terminal Operator, as soon as practicable after the execution of its Access Agreement,

each Access Holder must give a notice (the **Annual Forecast**) - either as part of or in addition to the *Utilisation Advice* required under the standard Access Agreement - specifying each of the following:

- (A) the quantities and types of coal, and respective mine origins, which the Access Holder proposes to ship through the Terminal during the next Financial Year, on a monthly basis;
- (B) any special Handling Instructions the Access Holder requests in relation to its coal, including any special equipment or particular handling processes;
- (C) the Access Holder's estimates of the coal it intends to ship through the Terminal for the 3 Financial Years of the Term following the Financial Year in 3.1(a)(A);
- (D) if the Access Holder is not at the time of the notice regularly delivering coal to the Terminal, when the Access Holder proposes to commence delivering coal to the Terminal;
- (E) subject to the consent of the relevant Rail Freight Provider (which the Access Holder must use reasonable endeavours to obtain), the Access Holder's Annual Railing Entitlement for the relevant period of the Annual Forecast; and

- (F) to the extent possible, the number, type and respective gross and dead weight tonnages of Vessels and number of Parcels for full and part shiploads, on a month by month basis, expected to ship the Access Holder's coal in the next Financial Year.
- (b) On 1 July, 1 October, 1 January and 1 April in each Financial Year, the Access Holder must update the information in the Annual Forecast relating to that Financial Year, and include projections of similar information for the 12 Month period commencing on the date of that update.
- (c) Annual Forecasts and their updates advised by an Access Holder will form the basis for the Operator's operating plans and forecasts and interim Handling charges.

3.2 Access Holders to advise monthly shipping requirements

Each Access Holder must also submit to the Operator on or before 12 noon on the tenth day of each month its estimated shipping requirements for the next three months, in monthly increments, detailing tonnes to be shipped by:

- (a) Access Holder/Product Grade;
- (b) Mine origin.

3.3 Access Holders to comply with Pre-loading Requirements

Each Access Holder must provide to the Operator in respect of each Parcel the Access Holder requires to be handled all notices in the form and at the times specified in the Pre-loading Requirements.

3.4 Failure to comply with Pre-loading Requirements

- (a) If an Access Holder fails to meet a milestone in the Pre-loading Requirements or notifies an alteration of information after a milestone or attempts to re-stem tonnages on a Vessel due to all or part of the cargo not being available when the Vessel is due to berth (or for any other reason), then its Pre-loading Notification will be taken to be 'non-conforming'. Should such action impact other Access Holders, the relevant Vessel may be required to cede berthing priority to successive Vessels, at the discretion of the Operator.
- (b) It is recognised that, on occasions, Pre-loading Requirements milestones may not be able to be met if an Access Holder is required to arrange a shipment or Vessel at short notice. In such circumstances, the relevant Access Holder must give as much notice as possible to the Operator. If the Access Holder's Parcel Notice is given less than 14 days before the ATA of a Vessel then, at the

discretion of the Operator and for the purposes of scheduling berthing and loading, the Vessel may be deemed to have arrived on:

- (i) the day 14 days after the date the notice is given; or
- (ii) the earliest date on which a suitable berth becomes available for a sufficient time to allow full loading of the Vessel under the scheduling in place at the time the notice was received (as subsequently varied by unforeseen changes).

3.5 Operator to advise Vessel loading schedules

The Operator must develop, regularly update, and make available to Access Holders, Vessel loading schedules over a seven day planning horizon, detailing in respect of each Vessel:

- (a) Vessel name;
- (b) Parcels and total tonnes scheduled for loading;
- (c) ATA or ETA date/time;
- (d) scheduled pilot boarding date/time for berthing;
- (e) scheduled pilot boarding date/time for sailing;
- (f) scheduled sailing date/time;
- (g) berth number;
- (h) individual Access Holder tonnes;
- (i) anticipated minimum deballasting time;
- (j) anticipated gross loading time;
- (k) anticipated planned sailing draft;
- (l) nominated shipping agent; and
- (m) current/planned Product Grade loading sequence and status; and
- (n) constraints to Vessel berthing due to extraordinary events (e.g. vessel berthing restrictions due to adverse weather).

3.6 Access Holders to advise weekly railing constraints

Each Access Holder must submit to the Operator each Tuesday by 12 noon for the next two weeks, commencing the following Monday, a notice identifying all its railing constraints in respect of the Terminal, including:

- (a) shifts unavailable to load trains;
- (b) mine and/or mine load-out maintenance that may affect loading of trains; and
- (c) other train loading/unloading constraints (e.g. split trains or trains scheduled for other ports),

or if there are no constraints, a notice to that effect.

3.7 Operator to advise railing plan

- (a) The Operator will act as the rail coordinator on behalf of each Access Holder, and will order trains to deliver coal to the Delivery Point as required for the loading of that Access Holder's Vessels, taking into consideration:
 - (i) the Cargo Assembly operation of the Terminal;
 - (ii) compliance by Access Holders with Pre-loading Requirements and all other Regulations;
 - (iii) each Vessel's latest estimated time of arrival, (ETA);
 - (iv) Terminal stockpile capacity;
 - (v) Terminal operating constraints;
 - (vi) individual Access Holder railing constraints notified under Regulation 3.1 (a)(ii)(E).
- (b) The Operator must submit to each Rail Freight Provider a railing plan for the week commencing the following Monday detailing:
 - (i) number of trains required for the period for each mine;
 - (ii) preferred days trains are required to arrive at the port, for each mine;
 - (iii) any changes to the critical asset summary relating to the Terminal for that week.
- (c) The Operator must also submit the following week's tentative rail plan as an indication for upcoming demand.

- (d) The Operator (working as far as practicable in conjunction with Rail Freight Providers and Access Holders) must use reasonable endeavours to work to develop weekly railing plans, having regard to each of:
- (i) the Cargo Assembly operation of the Terminal;
 - (ii) these Regulations and respective compliance with them by Access Holders;
 - (iii) equity amongst all Access Holders;
 - (iv) achieving a balance in the performance of train unloading and shiploading consistent with Cargo Assembly in order to optimise the operation and efficiency of the DBCT Coal Chain; and
 - (v) other factors which the Operator considers relevant (including requests for Train Consignments, railing constraints, Terminal constraints, and potential road or Vessel demurrage).
- (e) The Operator must request each Rail Freight Provider to provide to the Operator no later than COB each Thursday an agreed railing plan for the following week (Mon–Sun) detailing:
- (i) Mine;
 - (ii) Rail Freight Provider Train Consignment number;
 - (iii) service I.D.;
 - (iv) scheduled empty train departure Jilalan date/time;
 - (v) scheduled mine arrival date/time;
 - (vi) scheduled Terminal loop arrival date/time.

3.8 Operator to advise daily railing schedule

- (a) The Operator must consult with Rail Freight Providers and Access Holders on a continual basis regarding rail schedules and any proposed changes, taking into account:
- (i) variation in Vessel arrival times and/or loading conditions; and
 - (ii) changes to any aspect of the DBCT Coal Chain; and
 - (iii) an intention of achieving the optimum practicable operation and efficiency of the DBCT Coal Chain,

and use reasonable endeavours to generally achieve equity amongst DBCT Coal Chain stakeholders in respect of any changes.

- (b) The Operator must make available, through the Terminal Information System, to all Access Holders the daily train schedules agreed to by Rail Freight Providers and update/amend those schedules on a timely basis to reflect changes and amendments. Each Access Holder must use all reasonable endeavours to comply with such train schedules.

4. RECEIPT BY RAIL

4.1 Loading at mine and notification to Operator

Each Access Holder must load only single Product Grade Train Consignments (unless otherwise required or approved by the Operator). The Access Holder must, immediately upon completion of loading of each Train Consignment, provide to the Operator a copy of the Rail Freight Provider's consignment note for that train and input, consignment data into the Terminal Information System, at least the following details:

- (a) Consignment note number;
- (b) number of rakes;
- (c) number of wagons loaded;
- (d) first loaded wagon number;
- (e) last loaded wagon number;
- (f) mine origin;
- (g) Access Holder code;
- (h) Product Grade code;
- (i) total tonnage to be received from that Train Consignment, date and timestamps of train;
- (j) number of wagons loaded by wagon type;
- (k) number of wagons not loaded by wagon type;
- (l) Access Holder comments (i.e. to alert the Operator to possible special Product Grade handling characteristics).

4.2 Train tonnages used for stockpile records

Train tonnages, as declared by the Access Holder will be recorded by the Operator. The Operator will use Terminal's weighing equipment for recording stockpile additions. For clarification, recording of tonnes by the

Operator, using the Terminal's weighing equipment, will also be used for reconciliation and validation purposes.

4.3 Stockpiling and direct loading

Subject to the Approved Handling Instructions, the Operator, at its sole discretion, may:

- (a) establish stacking strategies for each Train Consignment to stack the coal onto any stockpile at the Terminal established for the Product Grade of the relevant Access Holder; or
- (b) direct load the Product Grade to a Vessel.

4.4 Coal to meet Agreed Specification

- (a) Each Access Holder must use all reasonable endeavours to ensure that all coal delivered to the Terminal meets the Agreed Specification and is free of contaminants which may damage Terminal plant and equipment or prevent or delay the unloading of trains.
- (b) If coal presented for unloading at the Receiving Point does not meet the Agreed Specification:
 - (i) DBCT Management may impose additional charges on the Access Holder for Handling it in respect of it (in accordance with the relevant Access Agreement); or
 - (ii) the Operator may reject the relevant train (or a relevant part of its load), if attempting to Handle it would incur material delays or breach occupational health and safety measures. (e.g. exceeding rail wagon jack-hammering standards adopted by the Operator).

5. STORAGE

5.1 Allocation of stockpiles

Subject to availability and any other terms of these Regulations, the Operator will allocate stockpile space to each Access Holder in accordance with its Access Holder Agreement.

5.2 Cargo Assembly stockpiles

The Operator will create and utilise Cargo Assembly stockpiles, with the intention of achieving the maximum practicable Terminal throughput, using available yard space. The Operator will allocate Cargo Assembly areas based on the following:

- (a) notices duly given pursuant to Pre-loading Requirements;

- (b) the relevant Product Grade must (as far as practicable) be able to be stacked for live reclaiming with minimal dozing requirements;

Where there is a material write down (or write up) of a stockpile in the dynamic stockyard zone greater than 1,000 tonnes, based on Terminal's weighing equipment, the Operator will advise the Access Holder.

5.3 Remnant Management

To achieve optimum yard utilization, residual stockpiles/remnants will be managed by the Operator. The following process will (amongst others) be used to manage residual stockpiles/remnants:

- (a) At the discretion of the Operator, an area of the Terminal stockyard will be dedicated to managing remnant coal. The rest of the stockyard will operate in full Cargo Assembly mode. (As at 1 January 2009, the dedicated area is intended to comprise Rows 7 and 8.)
- (b) Each Access Holder will be allocated a portion of the total volume of the assigned stockyard for Remnant Management in accordance with its share of Aggregate Annual Contract Tonnage, represented by the following formula:

$$R = SV \times (ACT/AACT)$$

Where:

R = Remnant area;

SV = the volume of the stockyard rows dedicated to remnant control;

ACT = Annual Contract Tonnage of the Access Holder; and

AACT = Aggregate Annual Contract Tonnage of all Access Holders

- (c) Two Cargo Assembly stockpiles will be allocated to each Parcel (comprising ideally of 90% of the maximum cargo requested by the Vessel's Master) with the balance, plus any surplus remaining in the last Train Consignment relevant to the Parcel, to be loaded in the Access Holder's Remnant Management area. For example, the amount of coal railed should ideally be less than the anticipated Parcel, with the balance of the Parcel being topped up from the Access Holder's remnant area. If there is insufficient coal in the remnant area, the remainder of the coal in the last Train Consignment relevant to the Parcel, after completing the Cargo Assembly stockpiles, will be stacked into the User's remnant area.

- (d) Each Access Holder will be responsible for managing the quantity and quality of remnant coal in its dedicated area, including separation requirements pertaining to different Product Grades.
- (e) To achieve the objective in Regulation 5.3(c), account must be taken of a Vessel's master's discretion to load less than the originally scheduled cargo (i.e. normally not more than 90% of a cargo should be stockpiled in a cargo assembly stockpile).
- (f) With the objective of maximising cargo velocity through the Cargo Assembly stockyard and in the event of any residual stockpile in the Cargo Assembly area after loading of a Vessel, the Operator has total discretion in determining the next cargo to be allocated to that area, subject to contamination with unsuitable coals and endeavouring, as practicable, to maintain the same Product Grades of coal. However, if it is, in the opinion of the Operator, impractical to maintain the grade of coal between cargo assembly stockpile builds and immediately upon identification of a residual cargo assembly stockpile, the Operator must consult with the Access Holder to whom the residual belongs as to the next cargo to overlay that residual, in order to facilitate trading.

5.4 Operator to maintain stockpile records

The Operator must maintain records of Cargo Assembly and remnant stockpile inventories and advise each Access Holder from time to time of its respective:

- (a) train consignments stockpiled;
- (b) ship consignments reclaimed;
- (c) remnant stockpile area;
- (d) stockpile reconciliations;
- (e) current stockpile balances;
- (f) stockpile identification; and
- (g) stockpile effective dates.

Reconciliations will be based upon Terminal weighing equipment information.

5.5 Reconciliation of Cargo Assembly stockpiles by survey

An Access Holder may at any time re-determine its stockpile balance at the Terminal by survey, after notice to the Operator, and must promptly advise the Operator of each reconciliation.

5.6 Stockpile height and width

The Operator has total discretion in stockpile operating practice and (subject to any expected adverse weather or other circumstances which it considers relevant) will use reasonable endeavours to stack stockpiles to bench 3 (13.2m) to:

- (a) minimise risk of stockpile slumping during wet weather;
- (b) minimise dust lift off; and
- (c) maximise reclaiming rates and reduce operating requirements for dozing.

5.7 Blending

The Operator cannot be required to blend from more than two stockpiles at a time, nor to blend in a ratio having a greater divergence than 60/40, where to do so would cause material delays to other Access Holders or reduce Terminal efficiency.

Access Holders required by their sales contracts to provide blended Coal may do so, but:

- (a) Coal will only be blended in accordance with Handling Instructions approved by the Operator prior to rail ordering and planning which precedes railing of that Coal;
- (b) any blending of Coal from a single mine to the extent practicable, must take place at or before railing; and
- (c) to the extent practicable, Coal must be blended at or prior to stockpiling at the Terminal, in preference to blending on outloading.

5.8 Veneering

- (a) In order to meet any environmental requirements applicable to the Terminal, the Operator may, in its discretion, spray any coal stockpile with an approved veneering agent, in order to suppress coal dust lift off into the atmosphere, and the relevant Access Holder will have no entitlement to, compensation, damages or any other recourse in respect of such spraying.
- (b) The Operator will consult with an Access Holder to approve veneering agents before their initial application on coal of that Access Holder. The Access Holder must not unreasonably withhold or delay its approval.

6. SHIPPING

6.1 Vessel specifications

A Vessel will only be accepted to load coal at the Terminal if the Operator (acting reasonably) is satisfied that all of the following criteria apply in respect of the Vessel:

- (a) classification as Bulk carrier only;
- (b) less than 20 years old, or 20 or more years old with satisfactory past performance and the ability to meet all other relevant vessel standards criteria being demonstrated to the reasonable satisfaction of the Operator;
- (c) single deck;
- (d) self trimming;
- (e) without pontoon type hatch covers;
- (f) minimum weight 20,000 dwt;
- (g) maximum breadth 55 metres;
- (h) maximum berthing displacement 110,000 tonnes;
- (i) minimum clearance between deck obstructions of 15 metres;
- (j) uses only polypropylene mooring lines;
- (k) complies with the Rightship (DBCT) Vetting and Operator Vetting Questionnaire specifications (as evidenced by complete and accurate answering of the Terminal questionnaire in respect of the foregoing);
- (l) previous satisfactory loading performance at DBCT;
- (m) able to safely enter, load without shifting or warping, always remain afloat, receive a cargo in bulk with minimal deballasting delays and depart from the Terminal following completion of loading;
- (n) in survey and meeting all requirements of the Australian Maritime Safety Authority;
- (o) able to comply with all other berthing and unloading requirements in the Regulations; and
- (p) meets (or favourably exceeds) all criteria in the following matrix:

Deadweight (,000 metric tonnes)	Maximum Deballast time including stripping (mid-range) (hours)	Maximum Loading Time(hours)
20-40	14	18*
40-60	14	18*
60-80	16	20#
80-100	16	20
100-150	22	34
150 plus	28	40

Note:

* Maximum Load Time will revert to 16 hours effective 01 July 2010

Maximum Load Time will revert to 18 hours effective 01 July 2010

6.2 Terminal limitations

The following limitations apply to the Terminal:

Guaranteed loading draft on any day of the year	Minimum	16.24 M
Air draft (distance from 0.0 LWD to underside of shiploader boom in +12° position at fender face)	Maximum	30.3 M
Arrival trim with propeller fully immersed	Maximum	2.5 M
Underkeel Clearance	Minimum	1 M + 5% draft
Designed depth of water alongside <ul style="list-style-type: none"> • Berths 1 and 2 • Berths 3 and 4 		-19.62 M LWD -19.00 M LWD

[Note that Declared Depths at berths 1, 2, 3 and 4 are contained in the Terminal Information Booklet and are updated regularly but are estimates only, and given without warranty.]

6.3 Only complying Vessels to be nominated

Access Holders must use their best endeavours to secure Vessels using the Terminal which meet the specifications and accommodate the limitations in Regulations 6.1 and 6.2 when nominating or accepting Vessels for loading at the Terminal,

6.4 Operator may refuse non-complying Vessels

The Operator may refuse to allow a Vessel to berth or, if already berthed require the berth be vacated, should the Operator consider that the Vessel does not meet the requirements in Regulations 6.1 and 6.2 or otherwise

creates a hazard to the Terminal or its operations. The Access Holder involved must indemnify DBCT Management and the Operator against any claim for delays including the cost of sailing and re-berthing.

6.5 Minimum Parcel size

~~Unless the Operator otherwise consents the minimum parcel size for each vessel shall be in 20k lots, except for Cape size vessels where 17k parcel size is acceptable. Where possible a minimum Parcel size of two hatches is preferred to minimise the number of product changes and stockyard movements. (This clause will be reinstated effective 01 July 2010)~~

Vessels must lodge stow plans that, where possible, allow each Parcel to fully load before changing to the next Parcel.

6.6 Maximum number of Parcels

~~Parcel mixes is restricted to: (This clause will be reinstated effective 01 July 2010)~~

Access Holders will use best endeavours to restrict Parcel mixes to:

- (a) maximum two (2) Parcels for vessels with five (5) hatches or less;
- (b) maximum three (3) Parcels for vessels with seven (7) hatches; and
- (c) maximum four (4) Parcels for vessels with nine (9) hatches.

6.7 Loading in Parcels

As far as is practicable, and subject to the IMO Loading Code, Vessels nominated to load more than one Parcel must complete each Parcel before starting the next, and may take advantage of an increase in underkeel clearance only on those Parcels remaining to be loaded. Part cargos must only be loaded into empty holds (unless otherwise directed by all relevant Access Holders).

6.8 Delays because of excessive draft when loaded

If the tonnage of coal which an Access Holder wishes to load in a Vessel would cause the draft of that Vessel to exceed 16.24 metres, and the time and duration that the Operator expects for such loading would prevent the Vessel from sailing on the next high tide after a draft of 16.24 metres is attained, the Access Holder whose cargo is to be loaded on the Ship may proceed with that loading only if:

- (a) it submits to the Operator the prior written approval of the Access Holders (if any) whose Vessels may be affected by delaying the Vessel's departure;

- (b) it agrees to forego the Vessel's position in queue to wait until the Vessel can be fully loaded and sail on the first high water after completion of loading; or
- (c) the tonnage of coal to be loaded is reduced such that the Vessel can sail on the next high water tide.

6.9 Operator to be given general arrangement plan

Access Holders must endeavour to obtain and supply to the Operator a general arrangement plan of each Vessel (with the exception of standard Panamax type gearless bulk carriers, which have not been subjected to structural modifications,) prior to the Vessel's first berthing at DBCT.

6.10 Operator is shipper's agent in absence of other nomination

Unless otherwise requested by an Access Holder, the Operator may (at its discretion) act as the shipper's agent for each Parcel and be responsible to each Access Holder for preparing and processing all shipping documentation required by each Access Holder / shipper. Each Access Holder must ensure the payment of the appropriate costs, fees, duties and expenses incurred or charged in relation to such agency, and indemnify the Operator in respect of any liability incurred by it as shipper's agent.

6.11 Access Holder responsible for satisfying all legal requirements

Each Access Holder is responsible for obtaining export permits and complying with all laws and regulations in respect of each Parcel from the Terminal, and prior to a Vessel's arrival, providing the Operator with all necessary authorities and instructions to allow lawful loading and export and for the execution of all tasks to be performed in connection with that loading and export.

6.12 Surveyor to determine weight loaded

Each Access Holder must engage the services of an independent surveyor to determine the weight of the Access Holder's coal loaded onto a Vessel, and to issue to DBCT Management (with a copy to the Operator) a Certificate of Weight based on Vessel draught measures at the Terminal, immediately loading of a Vessel is completed.

6.13 Surveyor may advise on loading

The Operator may require the engagement by the master of a Vessel of a marine surveyor to provide loading and trimming advisory services in relation to loading at the Terminal. The Operator will not be responsible for any advice given by that marine surveyor, who will be an independent contractor of the master.

6.14 Sampling and quality determination by Access Holders



Each Access Holder may arrange sampling and quality determination of the Access Holder's coal Handled at the Terminal, but must provide personnel acceptable to the Operator, and operate and maintain the Terminal's sampling equipment properly and leave it in a clean and tidy condition.

6.15 Code of Practice for the Safe Loading and Unloading of Bulk Carriers

In accordance with the Australian Maritime Safety Authority (AMSA) requirements each Vessel (and each Access Holder in respect of each Vessel relevant to it) must comply with all or part of the Code of Practice for the Safe Loading and Unloading of Bulk Carriers in respect of loading of Vessels at the Terminal.

7. RISK AND PROPERTY, LIABILITY AND LOSSES

7.1 Risk in respect of coal at the Terminal

Neither Ports Corporation, DBCT Holdings, DBCT Management nor the Operator will be liable for any changes in the analysis or mass of any coal, and the entire risk and property in coal at the Terminal will at all times remain with the relevant Access Holder. Neither Ports Corporation, DBCT Holdings, DBCT Management nor the Operator will at any time be liable for any loss of and/or damage to coal or any loss sustained by an Access Holder, caused by fire, weather, handling by the Operator and any other cause, except to the extent that such loss and/or damage is caused by the negligence, or intentionally wrongful act or omission of Ports Corporation, DBCT Holdings, DBCT Management or the Operator (as the case may be).

7.2 Indemnity for breach, negligence or intentionally wrong act

The Access Holder will be liable to Ports Corporation, DBCT Holdings, DBCT Management and the Operator for any loss or damages suffered by them (including as a result of damage to the Terminal) caused by the Access Holder's breach of a Terminal Regulation or otherwise by any negligence or intentionally wrongful act or omission action of the Access Holder. Each Access Holder must also hold harmless and indemnify Ports Corporation, DBCT Management and the Operator from and against any action and/or claim from third parties for loss and/or damages suffered by third parties as a result of that Access Holder's breach of a Terminal Regulation, negligence or intentionally wrongful act or omission.

7.3 Inaccurate scheduling information

It is recognised that trains and Vessels do not always operate as scheduled or anticipated and that coal sales cannot always be accurately predicted. DBCT Management, the Operator and an Access Holder will not be liable to each other should information provided by them pursuant to these Regulations in respect of scheduling transpire to be incorrect, as long as the information was given in the reasonable belief at the time that it was not misleading.

8. CHARGES BY OPERATOR

In addition to charges payable to the DBCT Management in respect of handling of coal, the Operator may also impose charges in respect of the berthing of Vessels at the Terminal, including:

- (a) Shipper's agent fees (if the Operator is the shipper's agent);
- (b) Wharfage charges; and
- (c) Line handling charges.

9. TERMINAL INFORMATION BOOKLET

9.1 Operator may Issue booklet

The Operator may issue and amend from time to time a Terminal Information Booklet dealing with (amongst other things) Terminal infrastructure, and conditions of arrival, loading and departure of Vessels from the Terminal

9.2 Booklet forms part of Terminal Regulations

Any terms and conditions in the Terminal Information Booklet from time to time will form part of these Regulations, and will be binding on the Access Holders and masters, agents, owners and charterers of Vessels nominated to load at the Terminal.

10. OPERATOR DISCRETIONS, PROTECTIONS AND GENERAL POWERS

10.1 Operator's discretion for Terminal efficiency reasons

- (a) The Operator may, at its discretion, make minor departures from the strict operation of any Regulation if doing so is reasonably expected to increase the efficiency of the Terminal in the relevant circumstances but not (in the opinion of the Operator) materially adversely affect any Access Holder.

- (b) For example a departure causing a short delay (i.e. postponement of priority) in respect of one Access Holder may in some circumstances allow a number of other Access Holders to avoid a significant delay.

10.2 Protection of Operator

- (a) Neither the Operator nor DBCT Management will be liable to any Access Holder nor to any person claiming through an Access Holder for any failure by the Operator or DBCT Management to comply with any of these Regulations except where such failure arises out of bad faith on the part of the Operator or DBCT Management (as the case may be).
- (b) Without in any way limiting Regulation 10.2(a), nothing in these Regulations requires the Operator to incur any capital expenditure to enable it to operate or maintain the Terminal or provide Terminal Services.

10.3 Compliance with site conditions and procedures

All Access Holders and other persons visiting the Terminal from time to time must comply with site conditions and procedures issued by the Operator from time to time, and all lawful directions of the Operator in respect of their being within the Terminal.

SCHEDULE 1

TERMINAL SERVICES PROVIDED BY DBCT MANAGEMENT (AND PERFORMED BY THE OPERATOR AS ITS CONTRACTOR) AS AT 1 JANUARY 2009

1. TRAIN SCHEDULING

DBCT Management must (subject to availability of trains and factors beyond its control) co-ordinate the scheduling of trains and ensures sufficient unloading capacity is made available at the Terminal, to allow each Access Holder to ship its Annual Contract Tonnage of coal in each Financial Year.

2. TRAIN UNLOADING

If a train carrying an Access Holder's coal arrives at the Terminal as scheduled (or within a reasonable time before or after it is scheduled, where it can reasonably be unloaded at that time), DBCT Management must ensure that the train is unloaded at a rate (consistent with the type and condition of the coal) consistent with achieving Handling of the Annual Contract Tonnage of coal for an Access Holder.

3. RECLAIMING AND VESSEL LOADING

DBCT Management must:

- (a) make the Terminal available for berthing by vessels (which are satisfactory in all respects to receive coal) nominated by each Access Holder, such that not less than the Annual Contract Tonnage can be Handled by DBCT Management on behalf of that Access Holder in each Financial Year (as long as the vessel mix required by the Access Holder does not unreasonably impact on the efficiency of the Terminal). It is agreed that historical vessel mixes prior to 30 June 2005 will be taken generally not to have unreasonably impacted on efficiency.
- (b) load each Access Holder's coal into a vessel, which is nominated by the Access Holder and is available for loading so as to achieve the objective in paragraph (a).

4. INCIDENTAL TERMINAL SERVICES

DBCT Management must provide the following services incidental to coal Handling (unless provided directly by the Operator):

- (a) sampling and survey services
- (b) vessel monitoring
- (c) coordination with ships' agents, masters, customers and other relevant entities

- (d) crew disembarkation assistance
- (e) wharfage and line services.

5. MISCELLANEOUS TERMINAL SERVICES

If required by an Access Holder, DBCT Management must, in accordance with Good Operating and Maintenance Practice, provide the following Miscellaneous Services to the Access Holder:

- (a) moisture adding
- (b) compacting
- (c) surfactant adding
- (d) dozing
- (e) blending (subject to Clause 6(d) below)
- (f) any other services reasonably requested from time to time in writing by an Access Holder to DBCT Management, provided that such services will not unreasonably impact on the efficiency of the Terminal.

6. STOCKPILING AND BLENDING

- (a) DBCT Management must provide to each Access Holder sufficient stockpile areas to allow cargo assembly (i.e. assembly of cargo for a nominated vessel with an appropriate arrival time) for vessels onto which the Access Holder's coal is to be loaded.
- (b) If the Operator determines that there are significant areas of the Terminal which are not required for cargo assembly and which can be made available for dedicated stockpiling without materially affecting efficiency of the Terminal, then DBCT Management must ensure that the each Access Holder is offered the opportunity to use a proportion of that stockpiling area which accords with its proportion of the Aggregate Annual Contract Tonnage under all Access Agreements and Existing User Agreements.
- (c) The stockpiling rights in paragraphs (a) and (b) are subject to any other obligation of DBCT Management under a User Agreement with another Access Holder entered into prior to 1 July 2004 (to the extent that such obligation has not been waived).
- (d) DBCT Management must blend coal (as a miscellaneous Terminal Service) if so requested, but subject to requirements in the Terminal Regulations from time to time, which may:

- (i) require coal to be blended before it is received at the Terminal, where reasonably practicable;
 - (ii) require coal to be blended into a stockpile where reasonably practicable (rather than being blended from stockpile); and
 - (iii) limit the proportions in which coal may be blended (to limit the increase in consumption of capacity of the Terminal consumed because of blending).
- (e) DBCT Management must transfer each Access Holder's coal from the train unloading facility at the Terminal to the relevant stockpile area or a cargo assembly area and stockpile an Access Holder's coal in that area (except to the extent that a quality plan under the Terminal Regulations has been agreed to which provides for direct loading from train to vessel).

7. PREVENTION OF CONTAMINATION

DBCT Management must take all practicable measures to maintain the integrity of each Access Holder's coal at the Terminal, including (without limitation) by:

- (a) avoiding contamination of the Access Holder's coal, including (without limitation) contamination with other coal or waste material; and
- (b) minimising handling and associated degradation of the Access Holder's coal.

8. DATA PROVISION

DBCT Management must provide such information and access to systems as are reasonable to inform Access Holders of relevant data relating to handling of their coal.

9. CO-ORDINATION

Subject to the Access Holder providing relevant information to DBCT Management within a reasonable time, DBCT Management must ensure, as far as practicable, that it discharges its obligations in this Schedule in accordance with the requirements of the Access Holder's reasonable quality plans, shipping programs and contracts as notified to DBCT Management or the Operator from time to time consistent with Terminal Regulations, and (having regard to equity amongst Access Holders) to use its best endeavours to minimise the aggregate cost to the Access Holder arising out of Handling at the Terminal (including demurrage and rail freight).

10. TERMINAL REGULATION, FORCE MAJEURE, OPERATION & MAINTENANCE CONTRACT AND LAWS

The provision of each the above Terminal Services by DBCT Management is subject to (and DBCT Management's obligations are modified to the extent of):

- (a) any relevant provisions of the Terminal Regulations in so far as they:
 - (i) require scheduling of Access Holder's railing in and shipment of coal in ways which promote Terminal efficiency and endeavours to achieve the objective of even shipments;
 - (ii) temporarily reduce the tonnage of coal which may be Handled or Terminal Services provided, during such periods as capacity of the Terminal or relevant Terminal Services becomes restricted, provided that such reductions and restrictions affect all Access Holders equitably (but this does not relieve the Access Holder or DBCT Management respectively from any liability which they might have in respect of causing capacity or Terminal Services to have become restricted);
 - (iii) prescribe requirements for trains, unloading of trains, stockpiling and cargo assembly, vessels, arrival of vessels, loading of vessels, pre-loading requirements and order of loading and unloading and other matters (including matters of the type dealt with in the Terminal Regulations as at the Commencement Date) which promote the efficient, safe and equitable utilisation of Terminal capacity and Terminal Services;
 - (iv) require Access Holders to co-operate with the Operator and other Access Holders in relation to scheduling, loading, unloading, priorities and other matters relating to the operation of the Terminal; and
 - (v) allow the exercise of discretions on the part of the Operator in limited cases, where it is reasonable to do so, to optimise Terminal efficiency and the power is required to be exercised in good faith and in a non-discriminatory way; and
- (b) in respect of an Access Holder, any specific provision of their Access Agreement or Existing User Agreement including any event of force majeure;
- (c) DBCT Management being able to require the Operator under the Operation & Maintenance Contract to provide such services.



The provision of the above Terminal Services by DBCT Management must be carried out in accordance with Good Operating and Maintenance Practice and all applicable laws.

SCHEDULE 2

PRE-LOADING REQUIREMENTS

Activity and Minimum Period prior to commencement of loading for it to occur	Details of Activity Advice etc
<p>Parcel Nomination – Access Holder.</p> <p>Indicative at 28 days with negotiated changes allowed down to 14 days.</p> <p>Final at 14 days prior to vessel ETA.</p> <p>(Any alteration thereafter is likely to defer loading priority.)</p>	<p>Preliminary advice of application for Terminal Services.</p> <p>Access Holder advises intended Shipping:</p> <ul style="list-style-type: none"> • Vessel Name • Vessel's scheduled arrival date/time • Maximum nominated tonnage (which includes the Master's discretion) authorised by the Access Holder for each Parcel • Destination details • Export Control Number (EDN) • Nominated draft surveyor • Nominate cargo superintendent company • Bill of Lading • Product Grade details • Parcel details (eg tonnage) • Handling instructions (consistent with these Regulations) <ul style="list-style-type: none"> ○ Remnant management strategy ○ Blending / mixing (ratio and mine source) ○ Stockpile management requirements ○ Nominate the Rail Freight Provider. If more than one Rail Freight Provider will be utilised, nominate the tonnage split • Product availability – updates required at 14, 10 and 7 days prior to berthing

<p><u>Parcel Nomination – Operator</u> <u>Occurs after notification by Access Holder</u></p>	<ul style="list-style-type: none"> • Approval (or rejection) of Parcel by Operator
<p>Vessel Nomination – Access Holder. Completed 14 days prior to vessel ETA including vessel vetting below.</p>	<p>Vessel Nomination – ‘naming the vessel’ Access Holder advises:</p> <ul style="list-style-type: none"> • Vessel nomination • IMO number • ETA • Tonnage requested to load plus Master’s discretion • Discharge port • Shipping agency (if appointed) • Vessel part loading
<p><u>Vessel Nomination – Operator</u> <u>Occurs in response to notice by Access Holder</u></p>	<ul style="list-style-type: none"> • Vet vessel according to Operator’s ship vetting procedure • Approval (or rejection) of vessel by Operator
<p>Vessel arrival notification – Vessel Master’s first notification of ETA 10 days prior to ETA, leading to: Notice of Readiness to Load.</p>	<ul style="list-style-type: none"> • Departed last Discharge Port • ETA • Ship loading sequence plan • Deballasting requirements • Arrival and departure drafts (stage 2 UKC) • Further arrival notices – ,10,7,5,3,2,1 days • ATA does not occur until (amongst other things) the Operator receives a Notice of Readiness (see definition of ATA)
<p>Vessel arrival notification - Operator</p>	<ul style="list-style-type: none"> • Review and approve Vessel information • Establish communications with Master (agent if appointed) • Update vessel status

Terminal Regulations

<p><u>Berthing Plan – Operator</u> Indicative rolling 14 day plan</p>	<ul style="list-style-type: none"> • Create 14 day indicative berthing plan based on information received • Advise of indicative railing requirements • Publish 14 day indicative berthing plan
<p><u>Parcel Assembly Plan – Access Holder</u> 7 days prior to intended berthing (but may be shorter if Vessel queue is shorter)</p>	<ul style="list-style-type: none"> • Final confirmation of coal availability • Confirmation of Rail Freight Provider/s and allocated tonnes
<p><u>Parcel Assembly Plan – Operator</u> Rolling 7 day basis</p>	<ul style="list-style-type: none"> • Update berthing plan for input into rail plan • Advise Rail Freight Provider of railing requirements • Publish 7 day Parcel assembly plan in accordance with Regulation 3.5
<p><u>Authority To Load – Access Holder/Vessel</u> 72 hours prior to berthing</p>	<ul style="list-style-type: none"> • Access Holder(s) authorise berthing and loading of Vessel <ul style="list-style-type: none"> ○ Issue Authority to Load (ATL) ○ Re-confirm maximum and minimum tonnages • Ship’s Master to confirm ship loading sequence plan • Issue instructions for all commercial documentation
<p><u>Authority To Load - Operator</u> Occurs in response to notice by Access Holder/Vessel</p>	<ul style="list-style-type: none"> • Issue pro forma Bill(s) of Lading • Confirm acceptance of ship loading sequence plan • Confirm and publish berthing schedule
<p><u>48 hr Schedule – Access Holder</u> Provided 24hrs prior to commencement of relevant 48hr Schedule (not to be altered)</p>	<ul style="list-style-type: none"> • Confirmation of product availability and readiness to load all trains in 48hr Schedule

<p><u>48 hr Schedule -</u> <u>Operator</u> Rolling 48 hour Schedule, updated as circumstances evolve</p>	<ul style="list-style-type: none"> • Create berthing schedule • Advise Rail Freight Provider of rail requirements • Publish 48hr schedule • Monitor and review performance to schedule
--	--

<p>Administration – Shipper’s agent</p>	<ul style="list-style-type: none"> • Provides commercial shipping documentation instructions
--	---

<p>Administration – Operator As requested</p>	<ul style="list-style-type: none"> • Operator executes all commercial documentation and dispatches documents as instructed
--	---

<p><u>Report and review -</u> <u>Operator</u> Rolling basis</p>	<p>Review:</p> <ul style="list-style-type: none"> • Variations from plan • Railing • Stacking • Reclaiming • Throughloading • Vessel loading • Inventory (stockpile and handling) • Berthing / sailing <p>Performance reporting Non – conformances initiated (Access Holders, Rail Freight Provider, Vessel Master, cargo, Superintendency company, Draft surveyor and Operator)</p>
---	--