



**Government  
of South Australia**

*Mining Act 1971*

**TENEMENT DOCUMENT**

**MISCELLANEOUS PURPOSES LICENCE**

**SECTION 47**

<b>TENEMENT HOLDER</b>	BHP Olympic Dam Corporation Pty Ltd (ACN: 007 835 761)
<b>MPL NUMBER</b>	168
<b>TERM OF LICENCE</b>	5 years under section 51 of the Act
<b>COMMENCEMENT DATE</b>	Commencement date: 1 October 2025 (date entered into the Mining Register)
<b>EXPIRY DATE</b>	30 September 2030
<b>AREA OF LICENCE</b>	350.07 hectares

**DATE BY WHICH THE PROPOSED PROGRAM MUST BE SUBMITTED:** 1 October 2026.

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### **Details of Grant of the Mineral Tenement**

- 1 On 26 September 2025, pursuant to Part 8 of the Act, the Minister made a decision to grant a miscellaneous purposes licence under section 47 (the Mineral Tenement) described in this document (Tenement Document).
- 2 The Mineral Tenement is granted:
  - 2.1 To BHP Olympic Dam Corporation Pty Ltd (ACN: 007 835 761);
  - 2.2 For the purpose of: Construction and operation of a water infrastructure corridor for the purposes of water supply and ancillary infrastructure.
- 3 The Mineral Tenement is numbered MPL 168.
- 4 The Mineral Tenement is subject to any terms and conditions prescribed under section 48(3)(a) of the Act and the additional terms and conditions specified in this Tenement Document, including in the Schedules of this Tenement Document.

### **Description of the Land**

- 5 The Mineral Tenement is granted over an area of 350.07 hectares and is located in the Arcoona area approximately 50 km northeast of Woomera.
- 6 The location of the Mineral Tenement is more specifically defined in the map and coordinates specified in the Third Schedule of this Tenement Document.

### **Term, Commencement and Expiration**

- 7 The Mineral Tenement is granted for the term of five (5) years. The term of the Mineral Tenement commenced on 1 October 2025, and, subject to the Act and the Regulations, the Mineral Tenement will cease on 30 September 2025.

#### *EXPLANATORY NOTE:*

*The Act contains provisions for earlier expiry or termination (for example, surrender) and provisions for the renewal of the Mineral Tenement.*

### **Rental**

- 8 The Tenement Holder shall pay, by way of rental, such sums as may be prescribed by the Regulations in accordance with section 56M of the Act.

### **Environmental Outcomes**

- 9 The Fourth Schedule of this Tenement Document specifies outcomes, criteria, strategies and other information that the Tenement Holder should set out (in addition to the requirements of the Act and Regulations) in any Proposed Program.

### **Additional Terms and Conditions**

- 10 The First and Second Schedules of this Tenement Document specify additional terms and conditions of the Mineral Tenement.

### **Definitions**

- 11 In this Tenement Document, the following words have the following meanings:

- 11.1 “**Act**” means the *Mining Act 1971* of South Australia;
- 11.2 “**Applicant**” means the person or persons who applied for the Mineral Tenement;
- 11.3 “**Approved Program**” means the program approved under Part 10A of the Act;
- 11.4 “**DEM**” means the Department for Energy and Mining and includes any substituted Department;
- 11.5 “**DEW**” means the Department for Environment and Water and includes any substituted Department;
- 11.6 “**EPA**” means the Environment Protection Authority under the *Environment Protection Act 1993* of South Australia;
- 11.7 “**Insolvency Administration**” means

If the Tenement Holder is a body corporate:

- 11.7.1 an administrator is appointed to the Tenement Holder or action is taken to make such an appointment;
- 11.7.2 The Tenement Holder resolves to be wound up;
- 11.7.3 an application is made to a court for an order or an order is made that the Tenement Holder be wound up (whether on grounds of insolvency or otherwise)
- 11.7.4 The Tenement Holder ceases to carry on business;
- 11.7.5 a receiver or a receiver and manager of property of the Tenement Holder is appointed whether by a court or otherwise;
- 11.7.6 an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of the Tenement Holder or one of them is appointed, whether or not under an order;
- 11.7.7 The Tenement Holder enters into a compromise or arrangement with its creditors or a class of them; or
- 11.7.8 The Tenement Holder is or states that it is unable to pay its debts when they fall due.

If the Tenement Holder is a natural person:

- 11.7.9 The Tenement Holder has committed an act of bankruptcy as contemplated by the *Bankruptcy Act 1966* (Cth);
- 11.7.10 The Tenement Holder is unable to pay his or her debts as and when they become due and payable;
- 11.7.11 the court has made a sequestration order against Party B's estate;
- 11.7.12 a creditors' petition has been presented against the Tenement Holder;
- 11.7.13 The Tenement Holder has presented to the Official Receiver a declaration of intention to present a debtor's petition;
- 11.7.14 The Tenement Holder becomes a bankrupt;
- 11.7.15 a meeting of creditors of the Tenement Holder is convened; or
- 11.7.16 The Tenement Holder lodges with his or her trustee a proposal to his or her creditors for a composition in satisfaction of his or her debts or a scheme of arrangement of his or her affairs;
- 11.8 "**the Land**" means the land over which the Mineral Tenement is granted and which is described in the Third Schedule of this Tenement Document and includes any part thereof;
- 11.9 "**Mine completion**" or "**completion**" means the Land has been rehabilitated to an extent that the Minister could approve an application for surrender of the Mineral Tenement under section 56X of the Act;
- 11.10 "**Mineral(s)**" means the minerals referred to in the First Schedule of this Tenement Document;
- 11.11 "**Mineral Tenement**" means the miscellaneous purposes licence granted to the Tenement Holder, as referred to in paragraphs 1 and 2 of this Tenement Document and all of the rights and obligations encompassed in the grant;
- 11.12 "**the Minister**" means the Minister for Energy and Mining (or any other Minister to whom the Act has been committed under the *Administrative Arrangements Act 1994*);
- 11.13 "**Pest**" means any pest animals declared under the *Landscape South Australia Act 2019*;
- 11.14 "**Proposed Program**" means the document required to be submitted for approval under Part 10A of the Act by the date specified in this Tenement Document;
- 11.15 "**Regulations**" means the *Mining Regulations 2020* of South Australia;

- 11.16 **“Miscellaneous Purposes Licence”** means the Mineral Tenement as defined above;
- 11.17 **“Site”** means the Land;
- 11.18 **“Tenement Document”** means this document including all Schedules;
- 11.19 **“Third party land user”** means any owner of land as defined by the Act and **“third party land use”** has a corresponding meaning;
- 11.20 **“Third Party Property and Infrastructure”** means property and infrastructure that is not owned by the Tenement Holder;
- 11.21 **“Weeds”** means any invasive plant that threatens native vegetation in the local area or any species recognised as invasive in South Australia.

### **Interpretation**

12 For the purposes of interpreting this Tenement Document the following will apply:

- 12.1 Unless otherwise stated, any term which is used in this Tenement Document which has a specific meaning in the Act or the Regulations, has that same meaning in this Tenement Document;
- 12.2 A word importing:
- 12.2.1 the singular includes the plural;
  - 12.2.2 the plural includes the singular; and
  - 12.2.3 a gender includes every other gender;
- 12.3 Unless inconsistent with or repugnant to the context the following words shall have the meanings set opposite to them respectively –
- 12.1.1 “amendment” includes an addition, excision or substitution;
  - 12.1.2 “the term” includes any renewal or extension thereof.
- 12.4 A reference to any legislation or to any provision of any legislation includes:
- 12.4.1 all legislation, regulations, proclamations, ordinances, by-laws and instruments issued under that legislation or provision; and
  - 12.4.2 any modification, consolidation, amendment, re-enactment or substitution of that legislation or provision;
- 12.5 If the Mineral Tenement is granted to more than one person, all of the persons to whom it is granted are all jointly and severally liable for compliance with the Act, the Regulations and this Tenement Document;
- 12.6 If, by virtue of a dealing under section 15AB of the Act, the Mineral Tenement comes to be held by more than one person, they will all be jointly and severally

- liable for compliance with the Act, the Regulations and this Tenement Document;
- 12.7 If any act pursuant to this Tenement Document would otherwise be required to be done on a day which is not a Business Day then that act may be done on the next Business Day;
- 12.8 To the extent that there is any inconsistency, on the one hand, between a term or condition of this Tenement Document and, on the other hand, the Act or Regulations, the Act or Regulations shall prevail;
- 12.9 Subject to the transitional provisions in any amendment to the Act or the Regulations, all provisions referred to in this Tenement Document shall be taken to include any such amendment;
- 12.10 Subject to the transitional provisions in any amendment to the Act or the Regulations, to the extent that there is any inconsistency, on the one hand, between a term or condition of this Tenement Document, and, on the other hand, any amendments to the Act or Regulations, the amended Act or Regulations shall prevail;
- 13 Footnotes and Explanatory notes do not form part of this Tenement Document;
- 14 The contents page does not form part of this Tenement Document;
- 15 The front page and all of the Schedules form part of this Tenement Document.

Entered in the Mining Register on 1 October 2025

In accordance with section 15AA of the Act.

Signed by *Caroline Andrews*

Caroline Andrews, Mining Registrar

1 / 10 / 2025

.....

Date

**FIRST SCHEDULE**

**ADDITIONAL TERMS**

**Authorised Operations**

- 1 The term of the Mineral Tenement is five (5) years.
- 2 The grant of the Mineral Tenement authorises operations that are:
  - 2.1 For the purpose of the construction and operation of a water infrastructure corridor for the purposes of water supply and ancillary infrastructure which are directly related to the operations authorised under RL 139 for the Oak Dam Underground Access Project; and
  - 2.2 Consistent with the operations described in the Retention Lease Proposal and Miscellaneous Purposes License Management Plans document dated November 2023, the Response Document dated July 2024, and the Response Document Addendum dated October 2024.

**SECOND SCHEDULE**  
**ADDITIONAL CONDITIONS**

**Transparency**

1. The Tenement Holder consents to any reportable incident reports submitted under the Regulations, being made available for public inspection.

**Submission of Proposed Program**

2. The Tenement Holder must submit a Proposed Program for the purpose of Part 10A of the Act within 12 months after the grant of the Mineral Tenement or within such longer period of time as the Minister or a person authorised by the Minister may allow.

**Change in details**

3. The Tenement Holder must furnish to the Mining Registrar information about any of the following:
  - 3.1 a change in the name of the Tenement Holder;
  - 3.2 a change in the registered or business address of the Tenement Holder, or a change in any other address provided for correspondence or service including an email address;
  - 3.3 the Tenement Holder entering into any form of Insolvency Administration.
4. The information required by clause 3 must be provided within 14 days after the requirement to furnish the information arises.

**Access to Pastoral Lessee**

5. If the Land is subject to a pastoral lease under the *Pastoral Land Management and Conservation Act 1989*, the Tenement Holder must give the pastoral lessee access to the land for domestic purposes and for watering stock (although the Tenement Holder is not required to give the pastoral lessee access to water provided or stored by the lessee by artificial means).

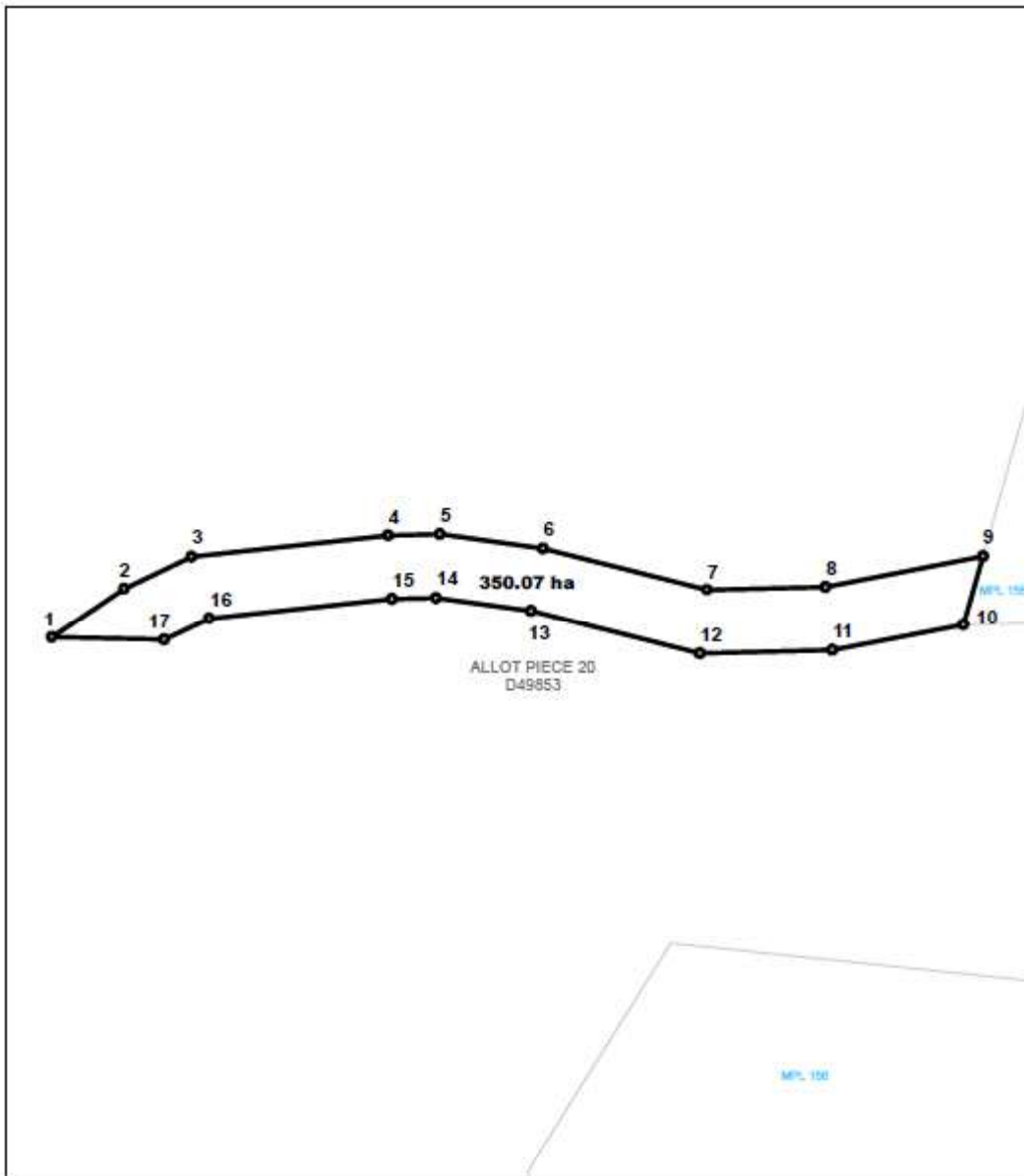
**Other Legislation**

7. The Tenement Holder must comply with all State and Commonwealth legislation and regulations applicable to the activities undertaken pursuant the grant of the Mineral Tenement including (but not limited to) the:
  - 7.1. *Environment Protection and Biodiversity Conservation Act (Cth) 1999;*
  - 7.2. *Dangerous Substances Act (SA) 1979;*
  - 7.3. *National Parks and Wildlife Act (SA) 1972;*

- 7.4. *Marine Parks Act (SA) 2007;*
- 7.5. *Landscape South Australia Act (SA) 2019;*
- 7.6. *Planning, Development and Infrastructure Act (SA) 2016;*
- 7.7. *South Australian Public Health Act (SA) 2011;*
- 7.8. *Aboriginal Heritage Act (SA) 1988;*
- 7.9. *Heritage Places Act (SA) 1993;*
- 7.10. *Work Health and Safety Act (SA) 2012;*
- 7.11. *Environment Protection Act (SA) 1993;*
- 7.12. *Native Vegetation Act (SA) 1991;*
- 7.13. *Mines and Works Inspection Act (SA) 1920;*
- 7.14. *Harbors and Navigation Act (SA) 1993;*
- 7.15. *Nuclear Non-Proliferation (Safeguards) Act 1987;*
- 7.16. *Radiation Protection and Control Act 2021;*
- 7.17. *Road Traffic Act (SA) 1961; and*
- 7.18. *Native Title Act (Cth) 1993.*

# THIRD SCHEDULE

## MAP



0 200 m  
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NOTE: The boundary of this lease is depicted so as to best represent the relationship to the surrounding cadastral parcels. The legal boundary is to be ascertained by the coordinates specified.

DATE PRODUCED: 15/09/2025

### THIRD SCHEDULE

#### DESCRIPTION OF AREA

All that part of the State of South Australia, bounded by a line joining the points of coordinates set out in the following table:

##### GDA2020 Map Grid of Australia Zone 53

Point	Easting	Northing
1	714843.14mE	6573933.04mN
2	715412.11mE	6574318.05mN
3	715944.26mE	6574571.81mN
4	717487.82mE	6574738.94mN
5	717898.74mE	6574748.05mN
6	718710.07mE	6574634.86mN
7	720001.81mE	6574308.21mN
8	720932.81mE	6574331.36mN
9	722172.81mE	6574574.40mN
10	722019.15mE	6574034.77mN
11	720987.41mE	6573832.56mN
12	719945.70mE	6573806.66mN
13	718613.95mE	6574143.43mN
14	717869.55mE	6574247.28mN
15	717520.33mE	6574239.54mN
16	716082.67mE	6574083.87mN
17	715728.62mE	6573915.04mN

Area: 350.07 ha

*Based on information provided by the applicant.*

## FOURTH SCHEDULE

### ENVIRONMENTAL OUTCOMES, CRITERIA AND STRATEGIES

#### PURSUANT TO SECTION 70B(2)(b) OF THE MINING ACT 2011 AND STRATEGIES PURSUANT TO REGULATION 63(1)(b)

*Explanatory note: The Fourth Schedule of this Tenement Document sets out outcomes contemplated in section 70B(2)(b) of the Act, that the Tenement Holder is required to address in any program submitted in accordance with Part 10A of the Act. The Fourth Schedule may also specify strategies and criteria relevant to the outcomes.*

#### **Public Health and Nuisance Outcome**

1. The Tenement Holder must, during construction and operation, ensure that there are no public health and/or nuisance impacts from dust or noise generated by authorised operations.

#### **Soil Outcome**

2. The Tenement Holder must, during construction, operation and post completion, ensure there is no contamination of land and soils either on or off the land as a result of authorised operations.

#### **Weeds and Pest Outcome**

3. The Tenement Holder must, during construction and operation, ensure no introduction of diseases, new species of weeds, plant pathogens or pests (including feral animals), nor sustained increase in abundance of existing weed or pest species on the Land as a result of authorised operations.

#### **Native Fauna Outcome**

4. The Tenement Holder must, during construction, operation and post completion, ensure there are no adverse impacts on the abundance and/or diversity of native fauna species as a result of authorised operations.

#### **Native Vegetation Outcome**

5. The Tenement Holder must during construction and operation ensure there is no loss of abundance and/or diversity of native vegetation on or off the Land through:
  - 5.1. Clearance;
  - 5.2. dust/contaminant deposition;
  - 5.3. soil erosion/soil compaction;
  - 5.4. fire; and/or
  - 5.5. other damage;

unless a significant environmental benefit (SEB) has been approved in accordance with the relevant legislation.

#### **Traffic Outcome**

6. The Tenement Holder must, during construction and operation, ensure there are no traffic accidents involving members of the public and traffic associated with authorised operations that could have been reasonably prevented by the Tenement Holder.

#### **Public Safety Outcome**

7. The Tenement Holder must, during construction and operation, ensure that unauthorised entry to the Land does not result in public injuries and/or deaths that could have been reasonably prevented.
8. The Tenement Holder must demonstrate that post completion, the risks to the health and safety of the public, so far as they may be affected by authorised operations, are as low as reasonably practicable.

#### **Heritage Outcome**

9. The Tenement Holder must, during construction and operation, ensure there is no damage, disturbance or interference to Aboriginal heritage sites, objects or remains as a result of authorised operations unless it is authorised under the relevant legislation.

#### **Land Use and Third-party Property Outcome**

10. The Tenement Holder must, during construction, operation and post completion, ensure there are no adverse impacts to third-party land use or property on or off the Land as a result of authorised operations other than those agreed between the Tenement Holder and the affected user.

#### **Surface Water Outcome**

11. The Tenement Holder must, during construction, operation and post completion, ensure that there is no adverse impact on surface water quality, surface water quantity, water dependent ecosystems and third-party users as a result of authorised operations.