



**Government  
of South Australia**

*Mining Act 1971*

**TENEMENT DOCUMENT**

**MISCELLANEOUS PURPOSES LICENCE**

**SECTION 47**

<b>TENEMENT HOLDER</b>	OZ Minerals Prominent Hill Operations Pty Ltd (ACN: 091 546 691)
<b>MPL NUMBER</b>	169
<b>TERM OF LICENCE</b>	Fifteen (15) years seven (7) Months and twenty-four (24) days years
<b>COMMENCEMENT DATE</b>	9 December 2025
<b>EXPIRY DATE</b>	01 August 2041
<b>AREA OF LICENCE</b>	33.24 hectares

**DATE BY WHICH THE PROPOSED PROGRAM MUST BE SUBMITTED:** 9 December 2026.

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

- 1 On 9 December 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 OZ Minerals Prominent Hill Operations Pty Ltd (ACN: 091 546 691);
  - 2.2 For the purpose of: The construction and operation of a borefield and associated infrastructure which are directly related to the Prominent Hill Mine operations authorised under ML 6228.
- 3 The Mineral Tenement is numbered MPL 169.
- 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 33.24 hectares and is located in the Mount Eba area, approximately 125 km southeast of Coober Pedy.
- 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 fifteen (15) years seven (7) months and twenty-four (24) days. The term of the Mineral Tenement commenced on 9 December 2025, and, subject to the Act and the Regulations, the Mineral Tenement will cease on 01 August 2041.

#### *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 9 December 2025

In accordance with section 15AA of the Act.

*Caroline Andrews*

Signed by

Caroline Andrews, Mining Registrar

9 December 2025

**FIRST SCHEDULE**  
**ADDITIONAL TERMS**

**Authorised Operations**

- 1 The term of the Mineral Tenement is fifteen (15) years seven (7) Months and twenty-four (24) days.
- 2 The grant of the Mineral Tenement authorises operations that are:
  - 2.1 For the purpose of the construction and operation of a borefield and associated infrastructure which are directly related to the Prominent Hill Mine operations authorised under ML 6228; and
  - 2.2 Consistent with the operations described in the Miscellaneous Purposes License Management Plans document dated May 2025, the Response Document dated 25 August 2025.

**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**

6. 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:
  - 6.1. *Environment Protection and Biodiversity Conservation Act (Cth) 1999;*
  - 6.2. *Dangerous Substances Act (SA) 1979;*
  - 6.3. *National Parks and Wildlife Act (SA) 1972;*

- 6.4. *Landscape South Australia Act (SA) 2019;*
- 6.5. *Planning, Development and Infrastructure Act (SA) 2016;*
- 6.6. *South Australian Public Health Act (SA) 2011;*
- 6.7. *Aboriginal Heritage Act (SA) 1988;*
- 6.8. *Heritage Places Act (SA) 1993;*
- 6.9. *Work Health and Safety Act (SA) 2012;*
- 6.10. *Environment Protection Act (SA) 1993;*
- 6.11. *Native Vegetation Act (SA) 1991;*
- 6.12. *Road Traffic Act (SA) 1961; and*
- 6.13. *Native Title Act (Cth) 1993.*



**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:

Point	Easting	Northing
1	566232.38mE	6707278.76mN
2	566612.36mE	6707480.59mN
3	566812.52mE	6707704.32mN
4	568087.20mE	6707552.14mN
5	568463.65mE	6707692.18mN
6	568780.11mE	6707711.41mN
7	569027.73mE	6707609.68mN
8	569250.43mE	6707270.48mN
9	569197.71mE	6707155.36mN
10	568924.69mE	6707415.21mN
11	566836.19mE	6707661.61mN
12	566505.89mE	6707292.61mN

Area: 33.24 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.*

#### **Air Quality Outcome**

1. The Tenement Holder must, during construction, ensure that there are no public nuisance impacts from air emissions and dust generated by operations.

#### **Soil Outcome**

2. The Tenement Holder must, during construction and operation and post mine completion ensure that the existing (pre-mining) soil quality and quantity is maintained.

#### **Traffic Outcome**

3. The Tenement Holder must, during construction and operation, ensure that there are no traffic accidents involving the public that could have been reasonably prevented by the Tenement Holder.

#### **Protection of Third-party Property Outcome**

4. The Tenement Holder must, during construction and operation, during construction and operation, ensure that there is no unauthorised damage (including that caused by fire) to adjacent public or private property (including livestock) and infrastructure.

#### **Heritage Outcome**

5. The Tenement Holder must ensure no disturbance to indigenous and non-indigenous artefacts or sites of significance unless it is authorised under the relevant legislation.

#### **Native Fauna Outcome**

6. The Tenement Holder must ensure there are no adverse impacts on the abundance and diversity of native fauna species as a result of mining operations.

#### **Native Vegetation Outcome**

7. The Tenement Holder must, during construction and operation and post mine completion, ensure no loss of abundance or diversity of native vegetation on or off the Land through;
  - 7.1. clearance,
  - 7.2. dust/contaminant deposition,

- 7.3. fire,
  - 7.4. reduction in water supply, or
  - 7.5. other damage,
- unless prior approval under the relevant legislation is obtained.

**Weeds and Pest Outcome**

- 8. The Tenement Holder must, during construction and operation and post mine completion, ensure no introduction of new species of weeds, plant pathogens or pests (including feral animals), nor sustained increase in abundance of existing weed or pest species in the Land compared to adjoining land.

**Surface Water Outcome**

- 9. The Tenement Holder must, during construction and operation ensure there is no adverse impact on surface water quantity or quality as a result of mining operations.