

OFFICIAL



**Government
of South Australia**

Mining Act 1971

TENEMENT DOCUMENT

MINING LEASE

| | |
|---------------------------------------|---|
| TENEMENT HOLDER | Clay & Mineral Sales Pty Ltd (ACN: 007 572 787) |
| MINING LEASE NUMBER | 6561 |
| GRANT DATE | 12 May 2025 |
| TERM OF LEASE | Twenty-one (21) years |
| EXPIRY DATE | 11 May 2046 |
| PRIMARY AUTHORISED MINERAL | Extractive Minerals (COMMODITY "Sand") |
| AREA OF LEASE | 7 hectares |

DATE BY WHICH THE PROPOSED PEPR MUST BE SUBMITTED: 12 May 2026

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Details of Grant of a Mineral Tenement

1. On 12 May 2025, pursuant to Part 6 of the Act, the Minister made a statutory grant of a mining lease (the Mineral Tenement) described in this Tenement Document.
2. The Mineral Tenement is granted:
 - 2.1. To Clay & Mineral Sales Pty Ltd (ACN 007 572 787);
 - 2.2. For the purpose of recovering the Mineral(s) and/or Extractive Mineral(s) described in the First Schedule of this Tenement Document.
3. The Mineral Tenement is numbered ML 6561.
4. The Mining Lease is:
 - 4.1. Subject to Terms and Conditions prescribed by the Act and Regulations, and subject to any determination of the Minister as to the modification of any such Term or Condition; and
 - 4.2. Subject to such Terms and Conditions as may be prescribed and additional Terms and Conditions (if any) as the Minister thinks fit and specifies in this Tenement Document.

Terms and conditions required by the Act to be specified in the Tenement Document

Description of the Land

5. The Mineral Tenement is granted over an area of 7 hectares and is located in the Grace Plains Area, approximately 65 km north of Adelaide.
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, Grant and Expiration

7. The date of grant of the Mineral Tenement is the date the Mineral Tenement was entered in the Mining Register in accordance with section 15AA(2)(a) and (b) and section 37(3) of the Act.
8. The Mineral Tenement is granted for the term of twenty-one (21) years. The term of the Mineral Tenement commenced on 12 May 2025, and unless it is earlier renewed, surrendered, cancelled or forfeited, the Mineral Tenement will cease on 11 May 2046.

Rental

9. The Tenement Holder shall pay, by way of rental, such sums as may be prescribed and in accordance with section 56M of the Act and regulation 50 of the Regulations.

Compensation

10. The Minister may, at any time, require the Tenement Holder to pay to any person an amount of compensation specified by the Minister, to which that person is, in the opinion of the Minister, entitled on account of loss or damage suffered by the person as a result of operations carried out under the tenement.

Suspension and Cancellation

11. Pursuant to subsection 56W(2) of the Act, the Minister may cancel or suspend a Mineral Tenement to which this section applies if the Tenement Holder contravenes or fails to comply with
 - 11.1. a term of the Mineral Tenement; or
 - 11.2. a provision of the Act (which includes the Regulations).
12. Pursuant to subsection 56W(3) of the Act, the Minister may suspend all or some of the authorised operations under a Mineral Tenement to which this section applies
 - 12.1. pending compliance with an obligation or requirement under this Act by the Tenement Holder; or
 - 12.2. until the Tenement Holder takes some other step specified by the Minister; or
 - 12.3. on account of any other matter that, in the opinion of the Minister, warrants suspension of rights under the Mineral Tenement.

Environmental outcomes specified pursuant to section 70B(2)(b)(i) of the Act

13. The Fourth Schedule of this Tenement Document sets out outcomes contemplated in section 70B(2)(b)(i) of the Act, that the Tenement Holder is required to address in any program submitted in accordance with Part 10A of the Act.

Explanatory note: The Fourth Schedule may also contain strategies and criteria which the Department has formed the view would address the outcomes set out in that Schedule.

Restatement of selected provisions from the Act**Explanation of Restatements**

14. All of the restatements in this portion of this Tenement Document are included for guidance only and do not replace the substantive provisions of the Act or the Regulations.
15. If any restatement is inconsistent with the substantive provisions of the Act or the Regulations, the restatement will be invalid and the substantive provision of the Act or the Regulations will prevail and the Tenement Holder is required to comply with the substantive provision of the Act or the Regulations.

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16. The Tenement Holder is still required to comply with any provision of the Act or Regulations that is not restated in this Tenement Document.

Restatement of rights conferred on Tenement Holder

17. The grant of the Mineral Tenement confers an exclusive right upon the Tenement Holder including officers, employee(s), contractor(s) or duly authorised agent(s) of the Tenement Holder, to carry out mining operations subject to the provisions of this Act and the terms and conditions of the lease for the recovery of Mineral(s) from the land comprised in the lease; and
18. The grant of the Mineral Tenement authorises the Tenement Holder including officers, employee(s), contractor(s) or duly authorised agent(s) of the Tenement Holder to sell, or dispose of, Mineral(s) recovered in the course of mining operations carried out under the lease or to use any such Mineral(s).

Restatement of rights and powers not conferred on the Tenement Holder

19. The grant of the Mineral Tenement does not confer any right on the Tenement Holder
 - 19.1. to use the Land for any purpose other than the authorised operations, or
 - 19.2. to confer any rights on any other person in relation to the Mineral Tenement.

Explanatory note: For example, the Tenement Holder cannot grant rights to a party under a Joint Venture Agreement (or other agreement however described), to conduct authorised operations on the Land in that party's own right. The Tenement Holder may engage employees, contractors or agents to perform work on the tenement on the Tenement Holder's behalf).

Restatement of obligations imposed on Tenement Holder: Program for environment protection and rehabilitation

20. The Tenement Holder must not carry out authorised operations unless there is an approved program for environment protection and rehabilitation (an Approved PEPR).
21. A Proposed PEPR will only be approved when it complies with the requirements of Part 10A of the Act and the Regulations.
22. To comply with Part 10A of the Act, the Proposed PEPR must:
 - 22.1. Contain the information specified in section 70B(2) of the Act and regulation 63(1),(3),(4), 64 of the Regulations and determinations made by the Minister under regulation 63(3) or 65(1) of the Regulations (if any);
 - 22.2. Comply with any applicable conditions specified in this Tenement Document (if any);

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- 22.3. Address any relevant environmental outcomes listed in the Fourth Schedule of this Tenement Document.

Explanatory note: At the date of grant, the determinations are available at:

https://energymining.sa.gov.au/minerals/knowledge_centre/legislation_and_guidance/terms_of_reference_and_instructions

23. The Tenement Holder must submit to the Department for Energy and Mining for ministerial approval a Proposed PEPR that fully complies with the Act and Regulations within a period set in the Mineral Tenement conditions, or within such longer period as the Director of Mines, or an authorised officer may allow.

Restatement of obligations imposed on Tenement Holder: Working conditions

24. Following approval of the PEPR, the holder of the Mineral Tenement must commence authorised operations in accordance with the program under Part 10A of the Act within the time period stipulated in the PEPR conditions or Mineral Tenement conditions, and thereafter continue authorised operations in accordance with the requirements of the PEPR.

Explanatory note: Until otherwise notified, the Tenement Holder may apply for an extension of time in writing to the Director of Mines, GPO Box 320, Adelaide, SA 5001, setting out the reasons why the Tenement Holder seeks an extension and the date when the Tenement Holder estimates that the document will be ready for submission to the Minister.

Restatement of obligations imposed on Tenement Holder: Other

25. In addition to obligations about the conduct of authorised operations and rehabilitation, the Act and Regulations impose other obligations on the Tenement Holder including obligations to:
- 25.1. Comply with Part 3 of the Act (royalties).
 - 25.2. Comply with the applicable provisions of Part 9 of the Act (entry onto land).
 - 25.3. Comply with the applicable provisions of Part 9B of the Act (native title).
 - 25.4. Comply with the provisions of section 17CA of the Act (mining returns) to the extent relevant to a mining lease.
 - 25.5. Comply with section 15AJ of the Act (compilation, keeping and provision of material) and regulation 16 of the Regulations.
 - 25.6. Comply, as necessary, with section 15AB of the Act (ministerial consent for dealings with Mineral Tenements) and regulation 14 of the Regulations.
 - 25.7. Comply, insofar as applicable to a mining lease, with regulation 77 of the Regulations (compliance reports).
 - 25.8. Comply with the requirement in section 56E of the Act. If the area of a Mineral Tenement has been identified by any pegs, markers or other items on the ground

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take reasonable steps to ensure that the area of the Mineral Tenement continues to be so identified during the term of the Mineral Tenement.

- 25.9. Permit the pastoral lessee (if any) of the Land to have free access and use at all times for domestic purposes, and for the purposes of watering stock from any surface water on the land which shall not have been provided or stored by artificial means by the Tenement Holder.

Restatement of Exempt Land

26. In accordance with section 9 of the Act, the grant of the Mineral Tenement does not authorise operations upon any exempt land unless or until the benefit of the exemption is waived under section 9AA.

Restatement of Bond

27. In accordance with section 62 of the Act, the Minister may by written notice require the Tenement Holder to pay a bond in such sum and subject to such terms and conditions as ensure, in the opinion of the Minister, that the following will be satisfied:

- 27.1. Any civil or statutory liability likely to be incurred by the Tenement Holder in the course of carrying out authorised operations;
- 27.2. The present and future obligations of the Tenement Holder in relation to the rehabilitation of land disturbed by authorised operations.

Explanatory note: The terms and conditions referred to in this paragraph will be imposed in the written notice given by the Minister. The Minister may include a term or condition that the bond may be increased if circumstances arise during the term of this Mineral Tenement which increases the rehabilitation liability or increases the cost of civil or statutory liability.

Restatement of Fees

28. The Tenement Holder shall pay all fees imposed by the Act and Regulations from time to time.

Restatement of Renewal

29. This Mineral Tenement shall be renewed in accordance with the Act.

Restatement of Surrender

30. The Tenement Holder may apply to surrender the Mineral Tenement during its term in accordance with the Act and the Regulations.

Restatement of Forfeiture

31. In accordance with section 70 of the Act, the Mineral Tenement is subject to forfeiture.

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Restatement of Notices

32. Notices under the Act will be served in accordance with regulation 88 of the Regulations.

Restatement of Mining Register

33. Section 15AA of the Act requires the Mining Registrar to keep a register of, amongst other things, mineral tenements.

Restatement of Authorised Operations

34. As defined by section 6 of the Act “authorised operations” means:

- 34.1. Exploration operations; or
- 34.2. Mining operations; or
- 34.3. Ancillary operations

Restatement of Mining Operations

35. As defined by section 6 of the Act “mining operations” means:

- 35.1. Operations carried out in the course of prospecting, exploring or mining for minerals; or
 - 35.2. Without limiting 35.1, any operations by which minerals are recovered from any place or situation, including by recovering minerals from the sea bed or natural water supply; or
 - 35.3. On-site operations undertaken to make minerals recovered from the site a commercially viable product, other operations involving such minerals, or other operations involving minerals brought on to the site of a mine for processing; or
 - 35.4. Operations carried out at a private mine; or
 - 35.5. Operations which are brought within the ambit of the definition by a determination of the Minister or by the regulations; or
 - 35.6. Operations for the rehabilitation of land on account of the impact of any operations under a preceding paragraph, or on account of a mine closure; or
 - 35.7. Operations that are directly related to any operations under a preceding paragraph;
but does not include –
 - 35.8. An investigation or survey under section 15 of the Act; or
 - 35.9. Fossicking; or
 - 35.10. The surface removal of loose rock material disturbed by agricultural operations.
36. This definition applies to operations that occur during all phases of the mine’s life.

Restatement of requirement to notify of a change in status

37. The Tenement Holder must comply with section 15AA of the Act.

37.1. If the Tenement Holder is a natural person, he or she is required to notify the Mining Registrar of a declaration of bankruptcy within fourteen (14) days of the declaration.

37.2. If the Tenement Holder is a company, it is required to notify the Mining Registrar of its being subject to an insolvency event within fourteen (14) days of any of those events.

Restatement of Public Liability Insurance

38. The Tenement Holder must comply with section 15AA of the Act and regulation 81 of the Regulations, which concerns public liability insurance.

Restatement of Information

39. The Tenement Holder must comply with Division 6 of the Act, which concerns the collection and reporting of information.

Definitions

40. In this Tenement Document, the following words have the following meanings:
- 40.1. **“Act”** means the *Mining Act 1971* of South Australia;
 - 40.2. **“Additional terms and conditions”** means the additional terms and conditions authorised by Section 35(3) of the Act and set out in the First and Second Schedule of this Tenement Document respectively;
 - 40.3. **“Approved PEPR”** means the program for environment protection and rehabilitation under Part 10A of the Act, which has received ministerial approval;
 - 40.4. **“Business day”** means any day that is not a Saturday, Sunday or a public holiday in South Australia;
 - 40.5. **“Completion”** means the Land has been rehabilitated to an extent that the Minister could approve an application for surrender of the Mineral Tenement made in accordance with Section 56X(2) of the Act;
 - 40.6. **“EPA”** means the Environment Protection Authority under the *Environment Protection Act 1993* of South Australia;
 - 40.7. **“Mining Lease”** means the Mineral Tenement granted to the Tenement Holder as referred to in paragraph 1 of this Tenement Document;
 - 40.8. **“Mineral(s)”** means the minerals referred to on the front page and in the First Schedule of this Tenement Document;
 - 40.9. **“Mineral Tenement”** or **“Tenement”** means the mining lease 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;
 - 40.10. **“Minister”** means the Minister for Energy and Mining (or any substituted Minister);
 - 40.11. **“PEPR”** means Program for Environment Protection and Rehabilitation;
 - 40.12. **“Pest”** means any pest animals declared under the *Landscape South Australia Act 2019*;
 - 40.13. **“Proposed PEPR”** means the document required by Section 70B to be submitted for ministerial approval within a timeframe specified within Second Schedule, Clause 2 of this lease;
 - 40.14. **“Regulations”** means the *Mining Regulations 2020* of South Australia;
 - 40.15. **“Site”** means the Land;
 - 40.16. **“Tenement Document”** means this document;

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- 40.17. **“Tenement Holder”** means the registered holder of the Mineral Tenement and includes:
- 40.17.1. in the case of a natural person, the executors, administrators and assigns of that person;
- 40.17.2. in the case of a body corporate, the successors, administrators or permitted assigns thereof.
- 40.18. **“the Land”** means the land over which this Mineral Tenement is granted and which is described in paragraphs 5 and 6 of this Tenement Document and in the Third Schedule of this Tenement Document;
- 40.19. **“the Program”** means the Approved PEPR as defined above;
- 40.20. **“Third party land users”** means the owner of land as defined by the Act (which includes native title holders and any persons lawfully occupying land with the licence of the owner, or the consent of the owner) and **“third party land use”** has a corresponding meaning;
- 40.21. **“Weeds”** means any invasive plant that threatens native vegetation in the local area, or any species recognised as invasive in South Australia.

Interpretation

41. For the purposes of interpreting this Tenement Document the following will apply:
- 41.1. 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;
 - 41.2. The masculine shall include the feminine, words importing persons shall include corporations, and the singular shall include the plural when the context or circumstances require and unless inconsistent with or repugnant to the context the following words shall have the meanings set opposite to them respectively –
 - 41.2.1. “amendment” includes an addition, excision or substitution;
 - 41.2.2. “the Land” includes any part thereof; and
 - 41.2.3. “the term” includes any renewal or extension thereof.
 - 41.3. 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, including the Additional Terms and Conditions in the First and Second Schedules of this Tenement Document respectively;
 - 41.4. 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 including the Additional Terms and Conditions in the First and Second Schedules of this Tenement Document respectively;
 - 41.5. 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;
 - 41.6. To the extent that there is any inconsistency, on the one hand, between a term of this Tenement Document or any Additional Term or Condition, and, on the other hand, the Act or Regulations, the Act or Regulations shall prevail;
 - 41.7. 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;

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- 41.8. 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 of this Tenement Document or any Additional Term or Condition, and, on the other hand, any amendments to the Act or Regulations, the amended Act or Regulations shall prevail;
 - 41.9. Footnotes and Explanatory notes do not form part of this Tenement Document;
 - 41.10. The contents page does not form part of this Tenement Document;
 - 41.11. The front page and all of the Schedules form part of this Tenement Document.
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Executed by the Tenement Holder(s)

SIGNED by Clay & Mineral Sales Pty Ltd (ACN 007 572 787))
in accordance with section 127 of the)
Corporations Act 2001 and its Constitution)

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Print Name of Director

.....
Print Name of Director/Secretary

.....
Date

.....
Date

The Tenement Document will be entered into the Mining Register and will be available through the Mining Register Search Tool on the South Australian Resources Information Gateway (SARIG) at <https://tenementregister.sarig.sa.gov.au/>

Entered in the Mining Register on 12 May 2025
In accordance with sections 15AA(2)(a) and (b) of the Act.

Signed by
Caroline Andrews
Mining Registrar

.....
Date

FIRST SCHEDULE**ADDITIONAL TERMS**

Explanatory note: A term is a clause that gives a right to a Mineral Tenement.

Authorised Mining Operations

1. The grant of the Mineral Tenement authorises mining operations for the recovery of minerals for 2 purposes, including but not limited to:
 - 1.1. Sand.
2. The grant of the Mineral Tenement authorises mining operations that are consistent with the mining operations described in the Mining Proposal document dated 8 January 2024 and the Response Document provided on 9 February 2025.

SECOND SCHEDULE
ADDITIONAL CONDITIONS

Explanatory note: A condition is a clause that imposes a restriction on a Mineral Tenement.

| INDEX TO SECOND SCHEDULE (ADDITIONAL CONDITIONS) | Condition No. |
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Transparency

1. The Tenement Holder agrees to the Approved PEPR and any compliance report and reportable incident reports, submitted in accordance with the Regulations, being made available for public inspection.

PEPR Submission

2. The Tenement Holder must submit a Proposed PEPR 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 Director of Mines or other authorised officer may allow.

Commencement of operations

3. The Tenement Holder must commence mining operations in accordance with the Approved PEPR under Part 10A of the Act within 12 months after the program has been approved or within such longer period as the Director of Mines or other authorised officer may allow.

Continuation of operations

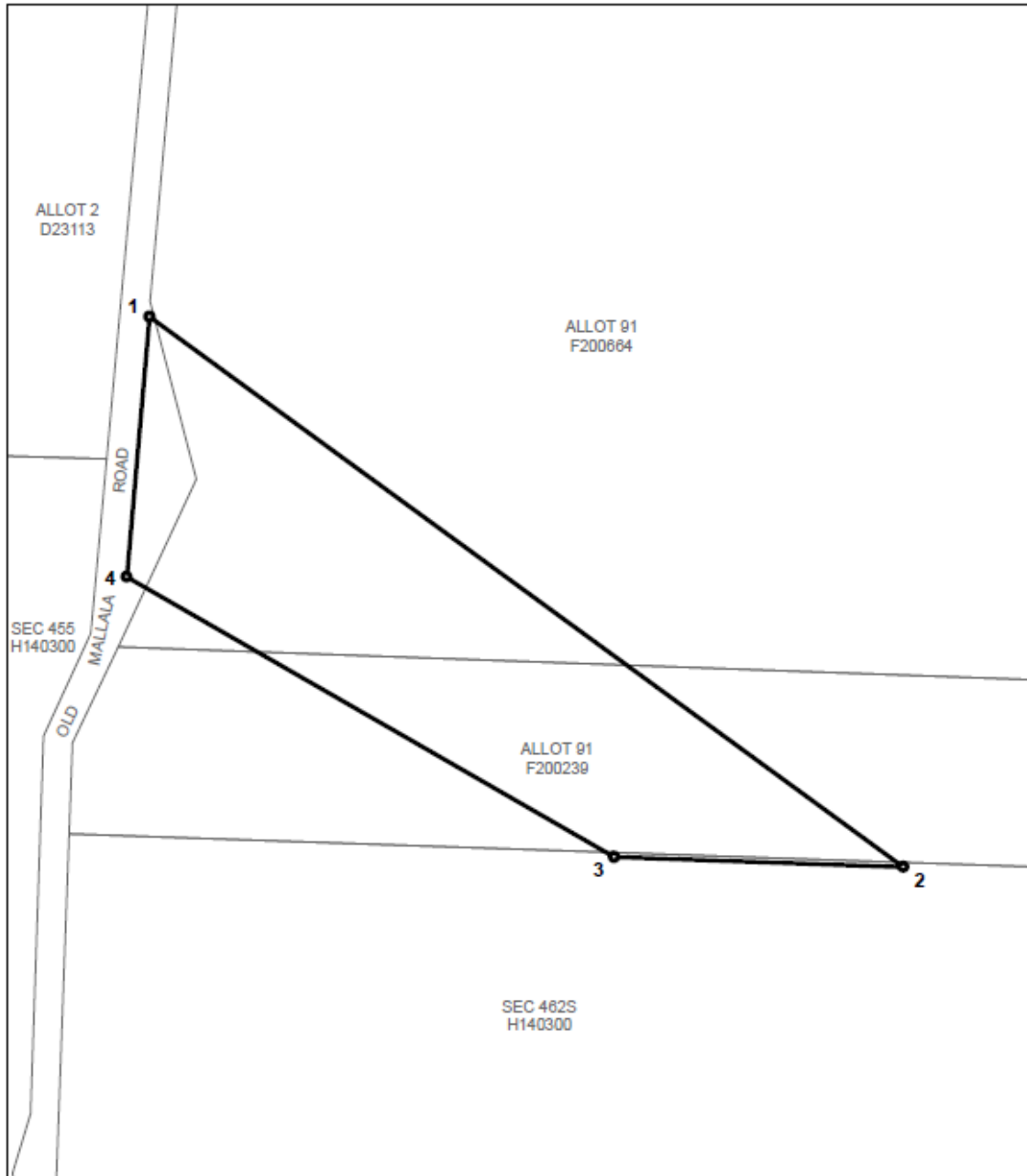
4. After commencement of mining operations, the Tenement Holder must continue mining operations in accordance with the requirements of the Approved PEPR or any subsequent revised PEPR.

Other Legislation

5. 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:
 - 5.1. *Environment Protection and Biodiversity Conservation Act (Cth) 1999;*
 - 5.2. *Planning, Development and Infrastructure Act (SA) 2016;*
 - 5.3. *Landscape South Australia Act 2019;*
 - 5.4. *Aboriginal Heritage Act (SA) 1988;*
 - 5.5. *Heritage Places Act (SA) 1993;*
 - 5.6. *Work Health and Safety Act (SA) 2012;*
 - 5.7. *Environment Protection Act (SA) 1993;*
 - 5.8. *Native Vegetation Act (SA) 1991;*
 - 5.9. *Road Traffic Act (SA) 1961.*

THIRD SCHEDULE

MAP



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: 28/03/2025

THIRD SCHEDULE**DESCRIPTION OF AREAS**

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

Map Grid of Australia 2020 Zone 54

| Point | Easting | Northing |
|-------|-------------|--------------|
| 1 | 270979.67mE | 6197810.47mN |
| 2 | 271530.67mE | 6197456.47mN |
| 3 | 271327.67mE | 6197451.47mN |
| 4 | 270974.67mE | 6197627.47mN |

Area: 7.00 ha

Based on information provided by the applicant

FOURTH SCHEDULE

ENVIRONMENTAL OUTCOMES, CRITERIA AND STRATEGIES

AND ASSOCIATED CRITERIA PURSUANT TO SECTION 70B(2)(b) OF THE MINING ACT
1971 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 requirements for strategies and criteria relevant to the outcomes set out in that Schedule.

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Heritage Outcome

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

Traffic Outcome

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

Public Safety Outcomes

3. The Tenement Holder must, during construction and operation, ensure that there are no public injuries and/or deaths resulting from unauthorised entry to the Land that could have been reasonably prevented.
4. The Tenement Holder must ensure that the risks to the health and safety of the public, so far as it may be affected by mining operations, are as low as reasonably practicable.

Weeds and Pests Outcome

5. The Tenement Holder must, during construction and operation, ensure that there is no introduction of new species of weeds, or pests (including feral animals), nor increase in abundance of existing weed or pest species on the Land.

Soil Quality Outcome

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

Waste Outcome

7. The Tenement Holder must, during construction and operation, ensure that all commercial, industrial and domestic waste is disposed of in accordance with relevant legislation.

Noise Outcome

8. The Tenement Holder must, during construction and operation, ensure that there are no public nuisance impacts from noise as a result of mining operations.

Air Quality Outcome

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

Surface Water Outcome

10. The Tenement Holder must, during construction and operation, ensure that there is no adverse impact to surface water quality and water dependent ecosystems on or off the Land as a result of contamination and sedimentation caused by mining operations.

Visual Amenity Outcome

11. The Tenement Holder must ensure that the form, contrasting aspects and reflective aspects of mining operations are visually softened to blend in with the surrounding landscape.

Post Mining Land Use Outcome

12. The Tenement Holder must ensure that all land disturbed by mining operations is rehabilitated to achieve the post mining land use.

Ground Water Outcome

13. The Tenement Holder must, during construction and operation, ensure that there is no adverse impact to groundwater caused by mining operations.

Native Vegetation Outcome

14. The Tenement Holder must, during construction and operation, ensure that there is no loss of abundance and/or diversity of native vegetation on or off the tenement through;
 - 14.1. clearance,
 - 14.2. dust/contaminant deposition,
 - 14.3. fire,
 - 14.4. other damage,unless a significant environmental benefit (SEB) has been approved in accordance with the relevant legislation.