



**Government  
of South Australia**

*Mining Act 1971*

**TENEMENT DOCUMENT**

**MINING LEASE**

**TENEMENT HOLDER** Brooksby Civil Pty Ltd (ACN 610 626 205)

**MINING LEASE NUMBER** 6530

**GRANT DATE** 16 September 2021

**TERM OF LEASE** Twenty One (21) years

**EXPIRY DATE** 15 September 2042

**PRIMARY AUTHORISED  
MINERAL** Extractive Minerals  
(COMMODITY "Limestone")

**OTHER AUTHORISED  
MINERAL(S)** NIL

**AREA OF LEASE** 82.91 hectares

**DATE BY WHICH THE PROPOSED PEPR MUST BE SUBMITTED: 15 SEPTEMBER 2022**

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### **Details of Grant of a Mineral Tenement**

1. On 16 September 2021, 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 Brooksby Civil Pty Ltd (ACN 610 626 205);
  - 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 6530.
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 82.91 hectares and is located in the Stewart Range area, approximately 8 km northwest of Naracoorte.
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 16 September 2021, and, unless it is earlier renewed, surrendered, cancelled or forfeited, the Mineral Tenement will cease on 15 September 2042.

#### **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.

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);

- 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](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.

*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: 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 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 increase the rehabilitation liability or increase 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.
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 34.1, 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;
  - 35.8. but does not include –
  - 35.9. An investigation or survey under section 15 of the Act; or
  - 35.10. Fossicking; or
  - 35.11. 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.

**Definitions**

39. In this Tenement Document, the following words have the following meanings:
- 39.1. **“the Act”** means the *Mining Act 1971* of South Australia;
  - 39.2. **“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;
  - 39.3. **“Applicant”** means the person or persons who applied for the Mineral Tenement;
  - 39.4. **“Approved PEPR”** means the document contemplated by section 70B(5) of the Act i.e. a Proposed PEPR that has received ministerial approval;
  - 39.5. **“Business Day”** means any day that is not a Saturday, Sunday or a public holiday in South Australia;
  - 39.6. **“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;
  - 39.7. **“EPA”** means the Environment Protection Authority under the *Environment Protection Act 1993* of South Australia;
  - 39.8. **“Extractive Mineral(s)”** means the Extractive Minerals referred to on the front page and in the First Schedule of this Tenement Document;
  - 39.9. **“Mining Lease”** means the Mineral Tenement granted to the Tenement Holder as referred to in paragraph 1 of this Tenement Document;
  - 39.10. **“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;
  - 39.11. **“the Minister”** means the Minister for Energy and Mining (or any substituted Minister);
  - 39.12. **“PEPR”** means Program for Environment Protection and Rehabilitation;
  - 39.13. **“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 Tenement Document;
  - 39.14. **“Regulations”** means the Mining Regulations 2020 of South Australia;
  - 39.15. **“site”** means the Land;
  - 39.16. **“Tenement Document”** means this document;

- 39.17. **“Tenement Holder”** means the registered holder of the Mineral Tenement and includes:
- 39.17.1. in the case of a natural person, the executors, administrators and assigns of that person;
- 39.17.2. in the case of a body corporate, the successors, administrators or permitted assigns thereof.
- 39.18. **“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;
- 39.19. **“the Program”** means the Approved PEPR as defined above;
- 39.20. **“Weeds”** means any invasive plant that threatens native vegetation in the local area or any species recognised as invasive in South Australia.

**Interpretation**

40. For the purposes of interpreting this Tenement Document the following will apply:
- 40.1. 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;
  - 40.2. 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 –
    - 40.2.1. “amendment” includes an addition, excision or substitution;
    - 40.2.2. “the Land” includes any part thereof; and
    - 40.2.3. “the term” includes any renewal or extension thereof.
  - 40.3. 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;
  - 40.4. 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;
  - 40.5. 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;
  - 40.6. 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;
  - 40.7. 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;
  - 40.8. 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

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Condition, and, on the other hand, any amendments to the Act or Regulations, the amended Act or Regulations shall prevail;

- 40.9. Footnotes and Explanatory notes do not form part of this Tenement Document;
  - 40.10. The contents page does not form part of this Tenement Document;
  - 40.11. The front page and all of the Schedules form part of this Tenement Document.
-

**Executed by the Tenement Holder(s)**

SIGNED by Brooksby Civil Pty Ltd (ACN 610 626 205) )  
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

**When executed, 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 16 September 2021  
In accordance with sections 15AA(2)(a) and (b) of the Act.

Signed by .....  
Junesse Martin  
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. Mining operations authorised by the grant of the Mineral Tenement must:
  - 1.1. Only be for the recovery of extractive minerals including, but not limited to Construction Materials: Limestone; and
  - 1.2. be consistent with the mining operations described in the mining proposal document Version 4 dated 22 March 2021 and subsequent response document dated 22 June 2021.



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

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

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**PEPR submission**

1. The Tenement Holder must submit a Proposed PEPR for the purpose of Part 10A of the Act within twelve (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**

2. The Tenement Holder must commence mining operations in accordance with the Approved PEPR under Part 10A of the Act within twelve (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**

3. 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

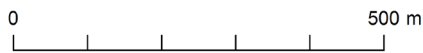
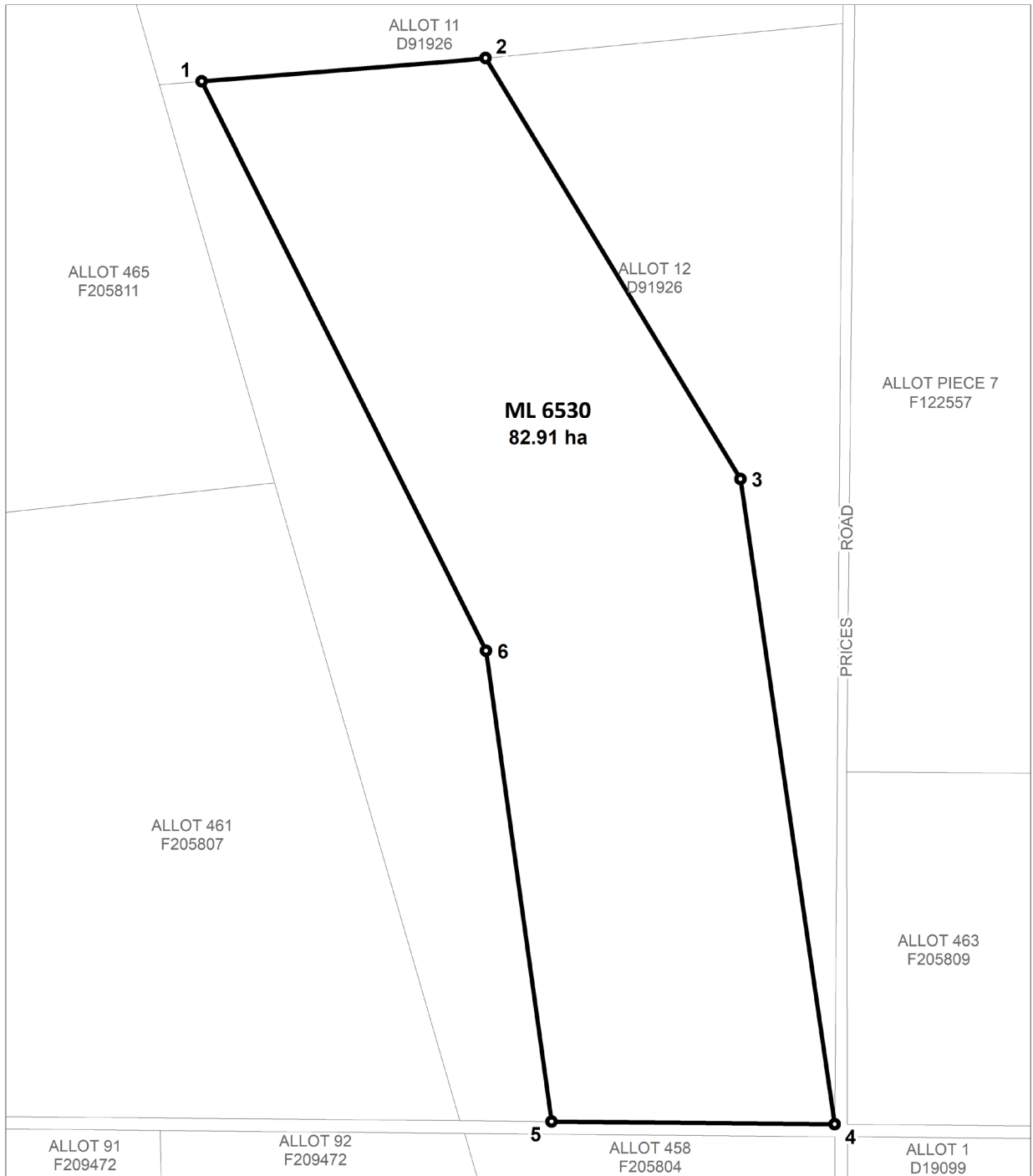
**Other Legislation**

4. 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:
  - 4.1. Environment Protection and Biodiversity Conservation Act 1999;
  - 4.2. Planning, Development and Infrastructure Act 2016;
  - 4.3. National Parks and Wildlife Act 1972;
  - 4.4. Landscape South Australia Act 2019;
  - 4.5. Public and Environmental Health Act 1987;
  - 4.6. Aboriginal Heritage Act 1988;

- 4.7. Heritage Places Act 1993;
- 4.8. Work Health and Safety Act 2012;
- 4.9. Environment Protection Act 1993; and
- 4.10. Road Traffic Act 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: 22/07/2020

**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	467940.44mE	5916444.97mN
2	468400.70mE	5916481.34mN
3	468807.24mE	5915809.45mN
4	468962.72mE	5914752.90mN
5	468504.52mE	5914755.87mN
6	468396.45mE	5915531.66mN

Area: 82.91 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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**Air Quality Outcome**

1. The Tenement Holder must, during construction and operation, ensure that there are no public health and/or nuisance impacts to local residents from air emissions, dust and odour generated by mining operations.

**Noise Outcome**

2. The Tenement Holder must, during construction and operation, ensure that there are no public nuisance impacts from noise emanating from the Land

**Visual Amenity Outcome**

3. The Tenement Holder must, during construction, operation and post Completion, ensure that the form, contrasting aspects and reflective aspects of mining operations are visually softened to blend in with the surrounding landscape.

**Soil Quality Outcome**

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

**Public Safety Outcomes**

5. The Tenement Holder must, during construction and operation, ensure that unauthorised entry to the site does not result in public injuries and/or deaths that could have been reasonably prevented.
6. The Tenement Holder must demonstrate that post Completion, 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.

**Traffic Outcome**

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

**Heritage Outcome**

8. 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 unless prior approval under the relevant legislation is obtained.

**Weeds and Pests Outcome**

9. The Tenement Holder must, during construction and operation, 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.

**Groundwater and Outcome**

10. The Tenement Holder must, during construction and operation, ensure that there is no adverse impact to the quality or quantity of groundwater caused by mining operations to existing users and groundwater dependent ecosystems.

**Surface Water Outcome**

11. The Tenement Holder must, during construction and operation, ensure that there is no adverse impact to the quality or quantity of surface water currently available to existing users and groundwater dependent ecosystems.

**Waste Outcome**

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

**Protection of Third-Party Property Outcome**

13. The Tenement Holder must, during construction and operation, ensure that there is no unauthorised damage (including that caused by fire) to third-party property within and/or adjacent to the Land.