



Prominent Hill

Program for Environment Protection and Rehabilitation

Volume 2 of 2 Appendices

Prominent Hill Mineral Lease:	ML 6228
Site Access Road:	MPL 83, MPL 84
Concentrate Export Road:	MPL 91, MPL 96, MPL 97 and MPL 101
Virgo Borefield:	MPL 81 and MPL 82
Aries Borefield:	MPL 93, MPL 94, MPL 112 to MPL 117 and MPL 169 to MPL 176
Electricity Transmission Line:	MPL 119 to MPL 122
Extractive Minerals Area:	EML 6234, EML 6236 to EML 6242, EML 6278 to EML 6296 and EML 6299 to EML 6301

May 2026

Volumes and appendices

Volume 1 – Main document

Prominent Hill Program for Environment Protection and Rehabilitation

Volume 2 – Appendices

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Appendix A

Leases and Licences



PROMINENT HILL
Program for Environment Protection and Rehabilitation

A1. Mining Lease

MINING LEASE

Mineral Lease Number 6228

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian *Mining Act 1971* ("the Act") and the Regulations hereby leases to **Minex (SA) Pty Ltd (ACN 091 546 691)** ("the Lessee") of **Level 9, 31 Queen Street Melbourne** in the state of Victoria all those lands containing **7856.10** hectares or thereabouts and situate in **Allotment 2041, DP40325 OH (Billakalina)** in the State of South Australia more particularly described and delineated on the plan annexed hereto and marked 'A' ("the land") and being mineral lands within the meaning of the Act.
2. The Lessee together with his servants and agents shall have the following rights and liberties during the continuance of this lease, namely:
 - (1) to conduct mining operations and obtain for the Lessee's own use and benefit the minerals as specified in the First Schedule hereto, in the manner described in the Second Schedule
 - (2) for or incidental to the purposes aforesaid:
 - (a) to cut and construct races, drains, dams, reservoirs, roads and tramways; and
 - (b) to erect offices, buildings, works and machinery in the manner described in the First Schedule hereto.
 - (3) To sell and dispose of the minerals obtained, from the land in pursuance of this lease or to utilise any such minerals for any commercial or industrial purpose.
3. This lease shall be for a term of **fifteen (15) years** ("the term") commencing on the **second day of August 2006**.
4. The Lessee shall use the land for the purposes of mining therein and thereon for minerals as specified in the First Schedule hereto, together with the rights and liberties hereinbefore granted and for no other purpose.
5. The Lessee shall pay to the Minister:-
 - (1) In advance a yearly rental fee as prescribed by the Regulations for each year during the term commencing on the **second day of August** or such other date as agreed to by the Minister upon renewal; and,
 - (2) A further sum during the term, being a royalty on the minerals recovered under the Lease as provided for by the Act.
6. The Lessee hereby further covenants with the Minister as follows:
 - (1) to pay or cause to be paid to the Director of Mines ("the Director") at the offices of the Department of Primary Industries and Resources South Australia on behalf of the Minister, the rent and other sum hereby reserved at the times and in the manner hereinbefore appointed for payment thereof free and clear of all rates, taxes, impositions, outgoing and deductions whatsoever;

REF: T02506

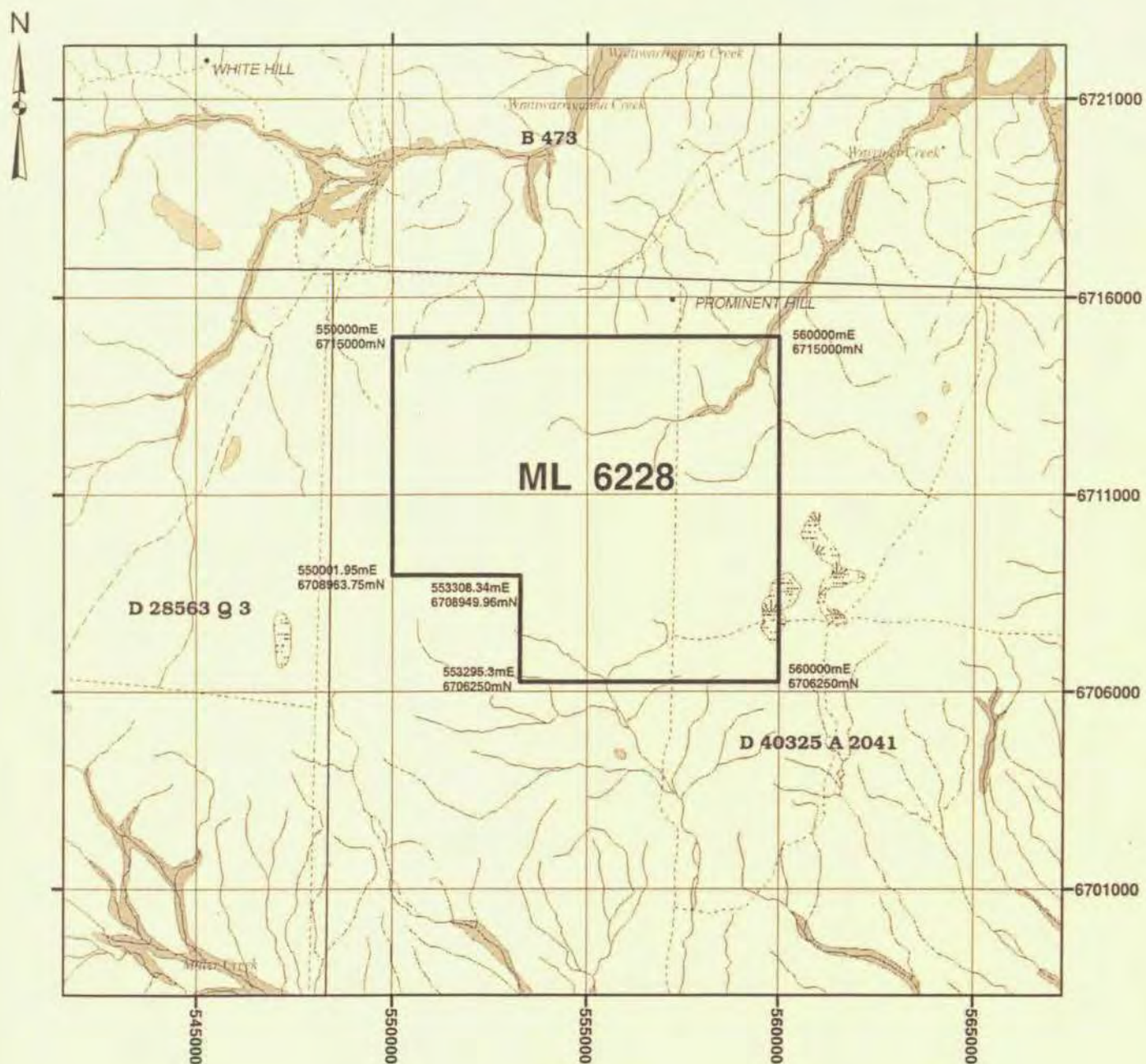
COMMISSIONER OF STATE TITLES
LAW & EQUITY
DOCUMENT 2 of 3
15/08/06 10:01
LAW & EQUITY

- (2) to pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land:
- (3) to maintain in position all posts, boundary indicator markers and notices required by the Regulations to be erected or placed on the land in the manner prescribed by the Act and the Regulations:
- (4) to mine the land in a fair, orderly, skilful and workmanlike manner in accordance with the First Schedule hereto and bona fide exclusively for the purpose for which it is demised so as to effect maximum recovery of the mineral resources consistent with economic practicability:
- (5) to supply the Director, forthwith upon written request, with a copy of such records kept pursuant to Section 77 of the Act:
- (6) to make a survey of the land and cause a map or plan of such survey to be sent to the Director whenever the Director so requires, and any and every such survey shall be at the Lessee's own cost and, shall be carried out in the manner required by the regulations (whether under the Act or otherwise):
- (7) at all times to keep and preserve the mines and premises in good order, repair and condition and in such good order, repair and condition at the end or other sooner determination of the term deliver peaceable possession thereof and of all and singular the land hereby leased unto the Minister or to some officer duly authorised by him to receive possession thereof:
- (8) to furnish all returns prescribed by the Act and Regulations:
- (9) to 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 Lessee:
- (10) not to use or occupy the land or permit the same to be used or occupied otherwise than for the purpose of exercising the rights and liberties hereinbefore granted without first obtaining the written consent of the Minister:
- (11) not to assign, transfer, sublet the land, or make the land the subject of any trust or other dealing, whether directly or indirectly, for the whole or any part of the term without first obtaining the written consent of the Minister:
- (12) to observe, perform and carry out the provisions of the Act and Regulations and the provisions of any other Act or regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
- (13) to perform and comply with all of the conditions set out in the Second Schedule annexed hereto:
- (14) to permit the Minister or the Director or any person duly appointed by either of them at all proper and reasonable times without any interruption from the Lessee or the Lessee's agents or servants to enter into and upon the land to view and examine the mining operations conducted in pursuance of this lease and to use all reasonable means to achieve such purpose and to examine and take extracts from all books, accounts, vouchers or documents appertaining to the Lessee's mining operations in pursuance of this lease:
- (15) that the Minister, may at any time, require the Lessee to pay to any person an amount of compensation, stipulated by the Minister, to which that person is, in the opinion of the Minister, entitled in consequence of the conduct of mining operations in pursuance of this lease and the Lessee shall comply forthwith with such requirement:
- (16) that if the Lessee shall fail to comply with any covenant, conditions or proviso herein contained this lease shall be liable to forfeiture in the manner hereinafter provided:

- (17) that if the rent or royalty shall be in arrear and unpaid for more than three calendar months after the day on which the same is payable it shall be lawful for the Minister to cancel this lease and the Minister may thereupon insert a notice in the *Government Gazette* declaring this lease to be forfeited:
- (18) that if the Minister has reason to believe that there has been a breach of or non-compliance with any of the covenants, conditions or provisos herein contained, other than a breach of the covenant for payment of the rent or royalty, the Minister may give or cause to be given by any duly authorised officer of the Minister, written notice to the Lessee specifying the covenants, conditions or provisos which he has reason to believe are not being complied with and notifying the Lessee that this lease will be liable to forfeiture at the expiration of one month from the date of such notice unless in the meantime such covenant, conditions or provisos are duly complied with and if at the expiration of such notice such covenants, conditions or provisos are still not being complied with by the Lessee, the Minister may cancel this lease notwithstanding that the rent or royalty payable under this lease for the period during which such breach is committed may have been paid and notwithstanding any implied waiver of such breach by the Minister and the Minister shall thereupon cause to be inserted by any duly authorised officer of the Minister a notice in the *Government Gazette* declaring this lease to be forfeited. In case of a breach of the covenant for payment of the rent or royalty the Minister may exercise the power of cancellation without giving the written notice hereinbefore mentioned:
- (19) that a notice of forfeiture as hereinbefore mentioned in the last two preceding provisos so published in the *Government Gazette* shall be taken to be conclusive evidence that this lease has been legally cancelled and forfeited:
7. Any notice to be given to or demand to be made upon the Lessee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Lessee at the address of the Lessee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Lessee within three days following the day on which the envelope containing such notice or demand is posted.
8. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in these presents, 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 –
- (i) "amendment" includes an addition, excision or substitution;
 - (ii) "the land" includes any part thereof;
 - (iii) "the Lessee" means and includes:
 - (a) in the case of a natural person the executors, administrators and assigns of that person;
 - (b) in the case of a body corporate the successors, administrators or permitted assigns thereof;
 - (iv) "the Regulations" means the Regulations under the Act in force for the time being;
 - (v) "the term" includes any renewal or extension thereof.

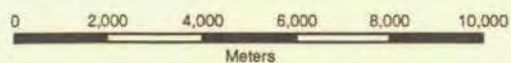
ANNEXURE 'A'

OUT OF HUNDREDS (BILLA KALINA)



SCALE

1 : 150 000



Data supplied by lessee
Coordinates MGA Zone 53

First Schedule

1. Mining operations may be carried out for the recovery of metallic mineral ores from the area of the lease.
2. The Lessee must demonstrate upon request and to the satisfaction of the Chief Inspector of Mines, the Lessee's capability and competence to comply with the requirements of the *Mining Act, 1971*, the conditions of this lease and the approved Mining and Rehabilitation Program (MARP) by demonstrating aspects of the management system for the mine operations including:
 - a. Work procedures and practices;
 - b. Risk management system;
 - c. Compliance monitoring system;
 - d. Emergency response plans;
 - e. Communication strategies to employees, contractors and visitors;
 - f. Resources allocated to compliance monitoring activities; and
 - g. Previous experience of operator

Second Schedule

MINING AND REHABILITATION PROGRAM (MARP)

1. The Lessee must ensure that mining operations on the land are carried out in an orderly and skilful manner in accordance with a program for mining and rehabilitation (MARP) of the land approved, from time to time, by the Minister.
2. The MARP must comply with the requirements of the guidelines approved by the Chief Inspector of Mines to include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
3. The MARP will at all times be available to the public in a form as determined by the Chief Inspector of Mines.
4. The Lessee must ensure that all land disturbed by mining is progressively rehabilitated in accordance with the approved MARP.
5. The Lessee must incorporate the Ecosystem Function Analysis tool, or equivalent as approved by the Chief Inspector of Mines, into the MARP to monitor the performance of rehabilitation.

REPORTING

6. The Lessee must provide to the Chief Inspector of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the lease and compliance with the MARP.
7. The MARCR must include a geotechnical and operational audit of the Integrated Waste Landform undertaken by an independent certified geotechnical engineer.
8. The MARCR must be submitted every year, or any other period as requested in writing and agreed by the Chief Inspector of Mines.
9. The MARCR must be submitted within 2 months after the anniversary of a date agreed with the Chief Inspector of Mines.

10. The MARCR must be prepared in accordance with guidelines approved by the Chief Inspector of Mines.
11. The MARCR will be made available to the public in a manner and form as determined by the Chief Inspector of Mines.
12. The Lessee must keep accurate records of the quantity, value and manner of disposition of all minerals mined and, whenever required to do so, submit the records for inspection by any person authorised by the Minister.
13. The Lessee must, if requested by the Chief Inspector of Mines, undertake an independent audit of achievement of the environmental objectives in clauses 15 to 39 below, by an independent expert approved by the Chief Inspector of Mines. The audit will be made available to the public, in a manner and form as determined by the Chief Inspector of Mines.
14. The Lessee must notify the Chief Inspector of Mines as soon as practical if any of the following significant incidents occur within the tenement area:
 - 14.1 Any fires caused by mining operations;
 - 14.2 Any unauthorised entry to site by member of the public, or breach of security measures;
 - 14.3 Any fatality or injury to an employee, contractor or member of the public caused by mining operations (including by truck movements);
 - 14.4 Any breach of environmental objectives to be achieved as detailed in clauses 15 to 39.

INTEGRATED WASTE LANDFORM (IWL)

15. The Integrated Waste Landform (IWL) must be designed, constructed, operated and decommissioned in accordance with Tailings Management Guidelines as approved from time to time by the Chief Inspector of Mines in consultation with the Environment Protection Authority.
16. The Lessee must control erosion on the external slopes of the IWL.
17. The Lessee must ensure that the slopes of the perimeter embankment on the IWL are stable over the long term even under seismic conditions.
18. The Lessee must take responsibility for the IWL (including the tailings) until such time that it can be demonstrated that the waste is in a form that is safe, non-polluting and stable in the long term, and will not cause any impacts to the surrounding environment, or create potential legacy issue for future generations.
19. The Lessee must undertake revegetation trials and if successful, incorporate revegetation of the IWL into the MARP closure plan.

SIGNIFICANT ENVIRONMENTAL BENEFIT (SEB) VEGETATION OFFSET AREA

20. The Lessee must submit a detailed Significant Environmental Benefit Offset Area Management Plan to the satisfaction of the Chief Inspector of Mines within 12 months from the grant of the lease. This must include an inventory of the flora and fauna within the offset site and a plan for the long-term future management and monitoring activities.

SURFACE WATER

21. The Lessee must, in constructing, operating and post mine closure ensure no long-term adverse effect on aquatic fauna and habitat biodiversity (including riparian vegetation) due to:

- Generation of fugitive sediment.
- Miscellaneous chemicals.
- Altered flow regime.
- Seepage from Tailings Storage Facility.
- Seepage from the process water dam.
- Acid Rock Drainage.
- Pit water.

GROUNDWATER

22. The Lessee must, in constructing, operating and post mine closure ensure there is no reduction in groundwater flows to Great Artesian Basin springs due to project water extraction.

23. The Lessee must, in constructing, operating and post mine closure ensure there is no reduction in the quantity and quality of water for existing users.

FLORA

24. The Lessee must, in constructing, operating and post mine closure ensure there is no significant adverse impact on the abundance and diversity of threatened or non threatened native flora species or communities.

25. The Lessee must, in constructing, operating and post mine closure ensure there is no avoidable disturbance to vegetation.

26. The Lessee must, in constructing, operating and post mine closure ensure there is no significant increase in weed density and distribution or the introduction of new weeds.

FAUNA

27. The lessee must, in constructing, operating and post mine closure ensure there is no significant adverse impact to the abundance and diversity of threatened or non threatened native fauna species.

28. The Lessee must, in constructing, operating and post mine closure ensure there is no significant increase in introduced feral fauna species.

RADIATION

29. The Lessee must, in constructing, operating and post mine closure ensure there is no adverse impacts on flora or fauna due to the release or accumulation of radionuclides into the environment.

LAND USE AND SOIL QUALITY

30. The Lessee must, in constructing, operating and post mine closure ensure there is no long term soil contamination.

31. The Lessee must, in constructing, operating and post mine closure ensure there is no adverse impact on pastoralists' incomes.

32. The Lessee must, in constructing, operating and post mine closure ensure there is no adverse impacts to Department of Defence operations within the Woomera Prohibited Area.
33. The Lessee must ensure that all fuel and liquid chemical storage areas are bunded and lined in accordance with current EPA (South Australia) guidelines.
34. The Lessee must ensure that topsoil is removed and stockpiled prior to carrying out any mining activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
35. The Lessee must regularly keep the pastoral lessee fully advised of their program of activities, particularly in regard to the impact on the land and rehabilitation.

LANDSCAPE AND VISUAL AMENITY

36. The Lessee must, in constructing, operating and post mine closure ensure the alteration of the visual landscape is ameliorated where practical.

INFRASTRUCTURE

37. The Lessee must, in constructing, operating and post mine closure ensure no significant adverse impacts on public roads, traffic and power supplies.

HERITAGE

38. The Lessee must, in constructing and operating the mine ensure there is no disturbance to indigenous and non-indigenous sites of significance unless prior approval under the relevant legislation (*Aboriginal Heritage Act 1988* or *Heritage Places Act 1993*) is obtained.
39. The Lessee must ensure that all employees and contractors on-site are properly advised of the significance of Aboriginal heritage and culture and are to take due care to preserve all Aboriginal Sites and Objects as defined by the *Aboriginal Heritage Act, 1988*.

REHABILITATION AND CLOSURE

40. The Lessee must ensure upon mine closure, all plant and equipment (unless otherwise agreed with the Chief Inspector of Mines) is removed from the site.
41. The Lessee must ensure that there is no ongoing pollution or unsafe or unstable land left upon mine closure and in the long term.
42. The Lessee must, on completion of mining, ensure that in the long term an adequate exclusion zone (such as a fence or bund) is implemented to reduce access and ensure the safety of stock, other animals and unauthorised persons, to the satisfaction of the Chief Inspector of Mines.

FINANCIAL SECURITY

43. The Lessee must, before commencing operations under this lease, lodge a Rehabilitation Bond (Bond) in accordance with Section 62 of the *Mining Act, 1971* of such an amount of the surety as determined from time to time by the Minister, to cover the full cost of rehabilitation liability at any time assessed by an independent third party.
44. The Minister may review the Bond from time to time, and request that written quotes from a third party are obtained by the Lessee for the cost of rehabilitating the site to the approved completion criteria.

45. The Lessee must meet all charges and costs in obtaining and maintaining the Bond.
46. The Bond will not be refunded until the Minister is satisfied the completion criteria as stated in the approved MARP have been met.
47. The Lessee must provide an audit of the achievement of the completion criteria, to be carried out by an independent auditor approved by the Minister.
48. The Lessee must, prior to commencing operations under this lease and for the duration of the lease, maintain public liability insurance, to cover operations under the lease (including sudden and accidental pollution) in the name of the Lessee, for a sum no less than \$50 Million or such a greater sum as specified by the Chief Inspector of Mines.
49. The Lessee must provide a copy of the cover note of certificate of currency for the insurance to the Chief Inspector of Mines upon request.
50. In specifying the minimum level of insurance required, the Chief Inspector of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the Lessee may or may not respond to any loss, damage or liability.

EXECUTED

this

15th

day of

August

2006

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority

.....
Signature

Name: Helen Tyrteos

Title: Mining Registrar

**SIGNED SEALED AND DELIVERED BY
THE LESSEE/S**

this

10th AUGUST

day of

2006

the Common seal of **Minex (SA) Pty Ltd (ACN 091 546 691)**
was hereto affixed by

.....
DIRECTOR/SECRETARY



.....
DIRECTOR

INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$259,251.30

A2. Miscellaneous Purposes Licence

MISCELLANEOUS PURPOSES LICENCE

Licence Number 83

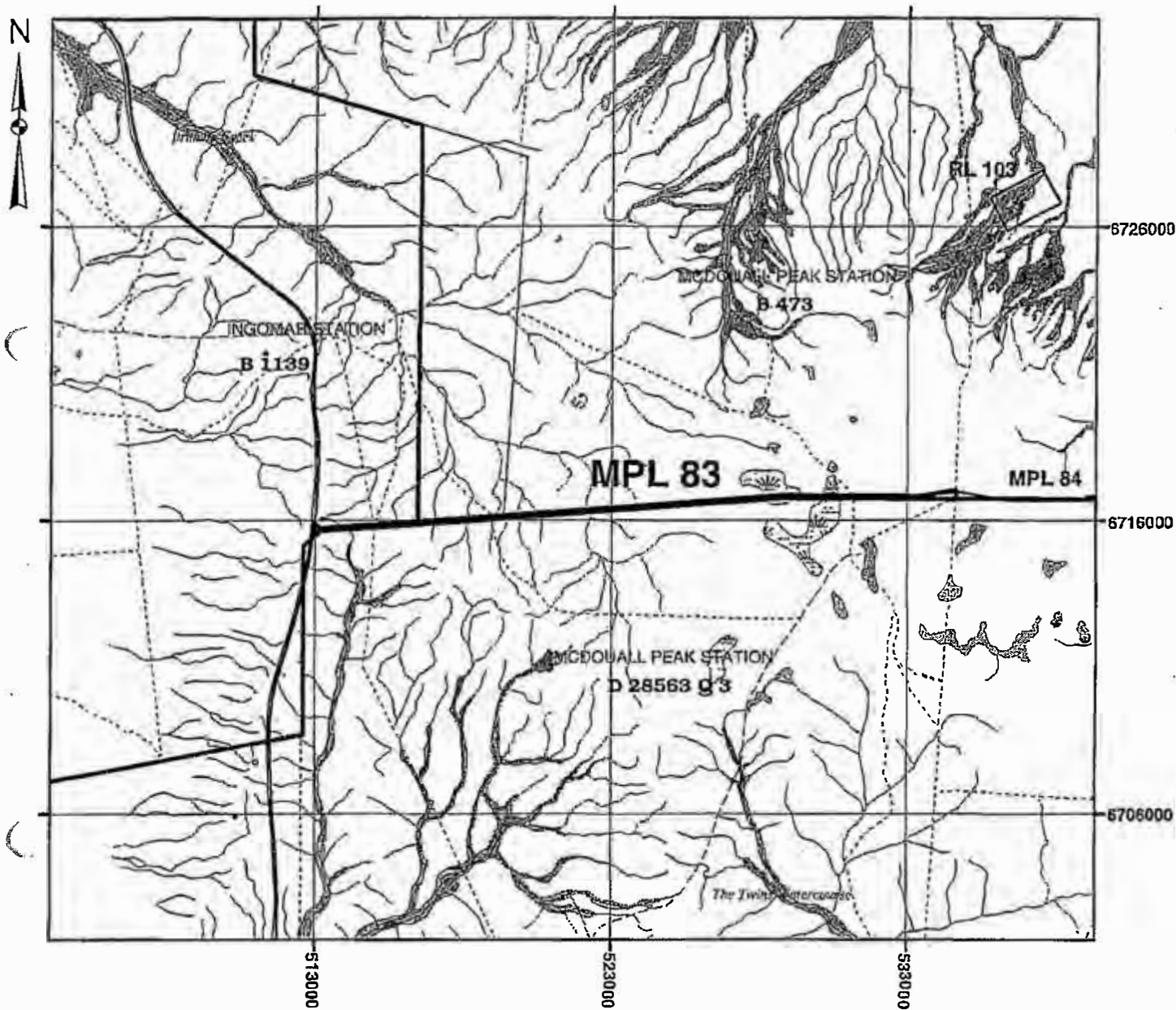
1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian Mining Act 1971 ("the Act") and the Regulations hereby grants to **Minex (SA) Pty Ltd (ACN 091 546 691)** ("the Licensee") of **Level 9 31 Queen Street Melbourne** in the state of Victoria a miscellaneous purposes licence of all those lands containing **234** hectares or thereabouts and situate in **Blocks 473 & 1139 OH (Billakalina)** in the State of South Australia more particularly delineated on the plan annexed hereto and marked 'A' ("the land") for the purpose of the **access track** in the manner set out in the **First and Second Schedules** hereto during a term of **14 (fourteen) years 287 days** ("the term") commencing on the **twentieth day of October 2006** at the yearly rental, payable in advance, as prescribed by the Regulations upon the conditions prescribed by the Act and the Regulations.
2. IT IS HEREBY FURTHER AGREED AND DECLARED between the parties hereto that the licence is granted upon the further conditions set out hereunder:
 - (1) The Licensee shall pay to the Minister the licence fee at the offices of the Department of Primary Industries and Resources in the State of South Australia;
 - (2) The Licensee may enter upon the land and do all things effective in pursuance or ancillary to the purpose for which this licence is granted and do such things in a fair, orderly, skilful and workmanlike manner;
 - (3) The Licensee will pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land;
 - (4) The Licensee shall comply with the provisions of the Act and Regulations, and the provisions of any other Act and regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands;
 - (5) The Licensee shall do such things in pursuance of this licence in such a manner so as:-
 - (a) to prevent pollution to or contamination of surface or underground waters; and;
 - (b) to minimise surface damage to the land;
 - (6) The Licensee shall ensure that, in drilling or other underground investigations, no interconnection between ground water aquifers occurs;
 - (7) The Licensee shall permit the Minister or the Director, or any person duly appointed by either of them at all reasonable times to enter upon the land and survey and examine the condition thereof;
 - (8) The Licensee shall, in using and exercising the licence hereby granted, take all necessary action to afford adequate protection against detriment resulting from the conduct of operations in pursuance of the licence;
 - (9) The Licensee shall perform and comply with all of the conditions set out in Schedule C attached hereto.

Ref: T02567

RevenueSA - Stamp Duty - ABN 19 040 349 865 ©	
RevNetID/PRA Bundle No.:	113738323
Orig/ ☒ Copy ☐ with	1 copies
Consideration/Value/Security:	\$ 0
SA Proportion (if applicable):	\$ 0
SD: \$ 0	LTO Fees: \$ 0
Int: \$ 0	Pen/Add Tax: \$ 0
Signature: <i>DP</i>	Date: 14 / 02 / 07

3. Any notice to be given to or demand to be made upon the Licensee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Licensee at the address of the Licensee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Licensee within three days following the day on which the envelope containing such notice or demand is posted.
4. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in this licence, 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:
 - (i) 'amendment' includes an addition, excision or substitution;
 - (ii) 'the Act' means the Mining Act, 1971, as amended, together with any amendment thereof;
 - (iii) 'the Director' means the Director of Mines;
 - (iv) 'the land' includes any part thereof;
 - (v) 'the Licensee' means and includes:
 - (aa) in the case of a natural person the executors, administrators and assigns of that person;
 - (bb) in the case of a body corporate the successors, administrators or permitted assigns thereof;
 - (vi) 'the Minister' means the Minister for Primary Industries, Natural Resources and Regional Development, being a corporation sole pursuant to the provisions of the Act;
 - (vii) 'the Regulations' means the Regulations under the Act in force for the time being;
 - (viii) 'the term' includes any renewal or extension thereof.

ANNEXURE 'A'
OUT OF HUNDREDS (BILLA KALINA)



SCALE

1 : 200 000



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. The construction of an access road for use by the Prominent Hill mine may be carried out in the area of the licence.
2. The Licensee must ensure that as part of mine closure, the land disturbed by the access track is rehabilitated to a post mining land use as specified in the program for mining and rehabilitation.
3. The Licensee must ensure that all employees and contractors on-site are properly advised of the significance of Aboriginal heritage and culture and are to take due care to preserve all Aboriginal Sites and Objects as defined by the *Aboriginal Heritage Act, 1988*.

SECOND SCHEDULE

1. The Licensee must ensure that the construction and use of the access road is carried out in an orderly and skilful manner in accordance with a program for mining and rehabilitation (MARF) of the land approved, from time to time, by the Minister.
2. The MARF must comply with the requirements of the guidelines approved by the Chief Inspector of Mines to include environmental objective and criteria that are developed in consultation with relevant stakeholders.
3. The MARF will at all times be available to the public in a form as determined by the Chief Inspector of Mines.
4. The Licensee must provide to the Chief Inspector of Mines a Mining and Rehabilitation Compliance Report (MARCR) to demonstrate compliance with the MARF.
5. The Licensee must regularly keep the pastoral lessee fully advised of their program of activities, particularly in regard to the impact on the land and rehabilitation.

EXECUTED

this

13th

day of

February

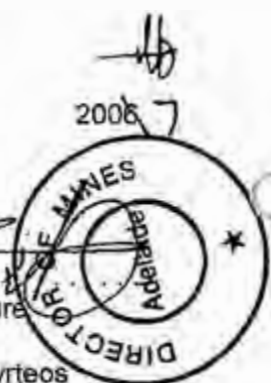
2006

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority

signature

Name: Helen Tyrteos

Title: Mining Registrar



SIGNED SEALED AND DELIVERED BY THE LICENSEE/S

this

20th

day of

NOVEMBER

the Common seal of Minex (SA) Pty Ltd (ACN 091 546 691)
was hereto affixed by

DIRECTOR/SECRETARY
David J. Forsyth

DIRECTOR
Peter Lester



INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment,

\$3,907.80



Tenement Printout

Tenement:	MPL 83	File Reference:	T02567
Status:	Active		
Holder:	Minex (SA) Pty Ltd Level 9 31 Queen Street MELBOURNE VIC 3000 091 546 691	Phone:	03 8623 2200
ACN:	100%	Fax:	03 8623 2222
Interest:		Mobile:	
Contacts:	Colin, Lake		
			08 8229 6608
			08 8229 6600

Operator:	Minex (SA) Pty Ltd Level 9 31 Queen Street MELBOURNE VIC 3000 091 546 691	Phone:	03 8623 2200
ACN:		Fax:	03 8623 2222
Contacts:	David Wallace	Mobile:	
			08 8229 6600
	Graeme King		08 8229 6608
	Lake Collin		

General Postal Address: Minex (SA) Pty Ltd
Level 9
31 Queen Street
MELBOURNE VIC 3000

Mine Name:	Prominent Hill mine		
MO #:	MO6038.001		
Start Date:	20/10/2006	Expiry Date:	01/08/2021
Term:	14 Years 287 Days	Surrendered:	
Bond Amount:			
Area:	234.00 Hectares		
Location:	Approximately 90 km SE of Coober Pedy		

Notes:	Parcel Type	Parcel No.	Plan Type.	Plan No.	Hundred.
	Block	1139	Hundred	OH (Billakalina)	OH (Billakalina)
	Block	473	Hundred	OH (Billakalina)	OH (Billakalina)

Special Location
Far North Planning Area
Indigenous Land Use Agreement
Woomera Prohibited Area

Pastoral Property
Ingomar
McDouall Peak

MISCELLANEOUS PURPOSES LICENCE

Licence Number 84

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian Mining Act 1971 ("the Act") and the Regulations hereby grants to **Minex (SA) Pty Ltd (ACN 091 546 691)** ("the Licensee") of **Level 9 31 Queen Street Melbourne** in the state of Victoria a miscellaneous purposes licence of all those lands containing **224.4 hectares** or thereabouts and situate in **Allotment 2041 DP40325 & Block 473 OH (Billakalina)** in the State of South Australia more particularly delineated on the plan annexed hereto and marked 'A' ("the land") for the purpose of the **access track** in the manner set out in the **First and Second Schedules** hereto during a term of **14 (fourteen) years 287 days** ("the term") commencing on the **twentieth day of October 2006** at the yearly rental, payable in advance, as prescribed by the Regulations upon the conditions prescribed by the Act and the Regulations.
2. IT IS HEREBY FURTHER AGREED AND DECLARED between the parties hereto that the licence is granted upon the further conditions set out hereunder:
 - (1) The Licensee shall pay to the Minister the licence fee at the offices of the Department of Primary Industries and Resources in the State of South Australia;
 - (2) The Licensee may enter upon the land and do all things effective in pursuance or ancillary to the purpose for which this licence is granted and do such things in a fair, orderly, skilful and workmanlike manner;
 - (3) The Licensee will pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land;
 - (4) The Licensee shall comply with the provisions of the Act and Regulations, and the provisions of any other Act and regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands;
 - (5) The Licensee shall do such things in pursuance of this licence in such a manner so as:-
 - (a) to prevent pollution to or contamination of surface or underground waters; and;
 - (b) to minimise surface damage to the land;
 - (6) The Licensee shall ensure that, in drilling or other underground investigations, no interconnection between ground water aquifers occurs;
 - (7) The Licensee shall permit the Minister or the Director, or any person duly appointed by either of them at all reasonable times to enter upon the land and survey and examine the condition thereof;
 - (8) The Licensee shall, in using and exercising the licence hereby granted, take all necessary action to afford adequate protection against detriment resulting from the conduct of operations in pursuance of the licence;
 - (9) The Licensee shall perform and comply with all of the conditions set out in Schedule C attached hereto.

Ref: T02567

RevenueSA - Stamp Duty - ABN 19 040 349 865 ©	
RevNetID/PRA Bundle No.:	113738129
Orig/ Copy	1 with 1 copies
Consideration/Value/Security:	\$ 0
SA Proportion (if applicable):	\$ 0
SD: \$	0 LTO Fees: \$ 0
Int: \$	0 Pen/Add Tax: \$ 0
Signature:	Date: 14/02/07

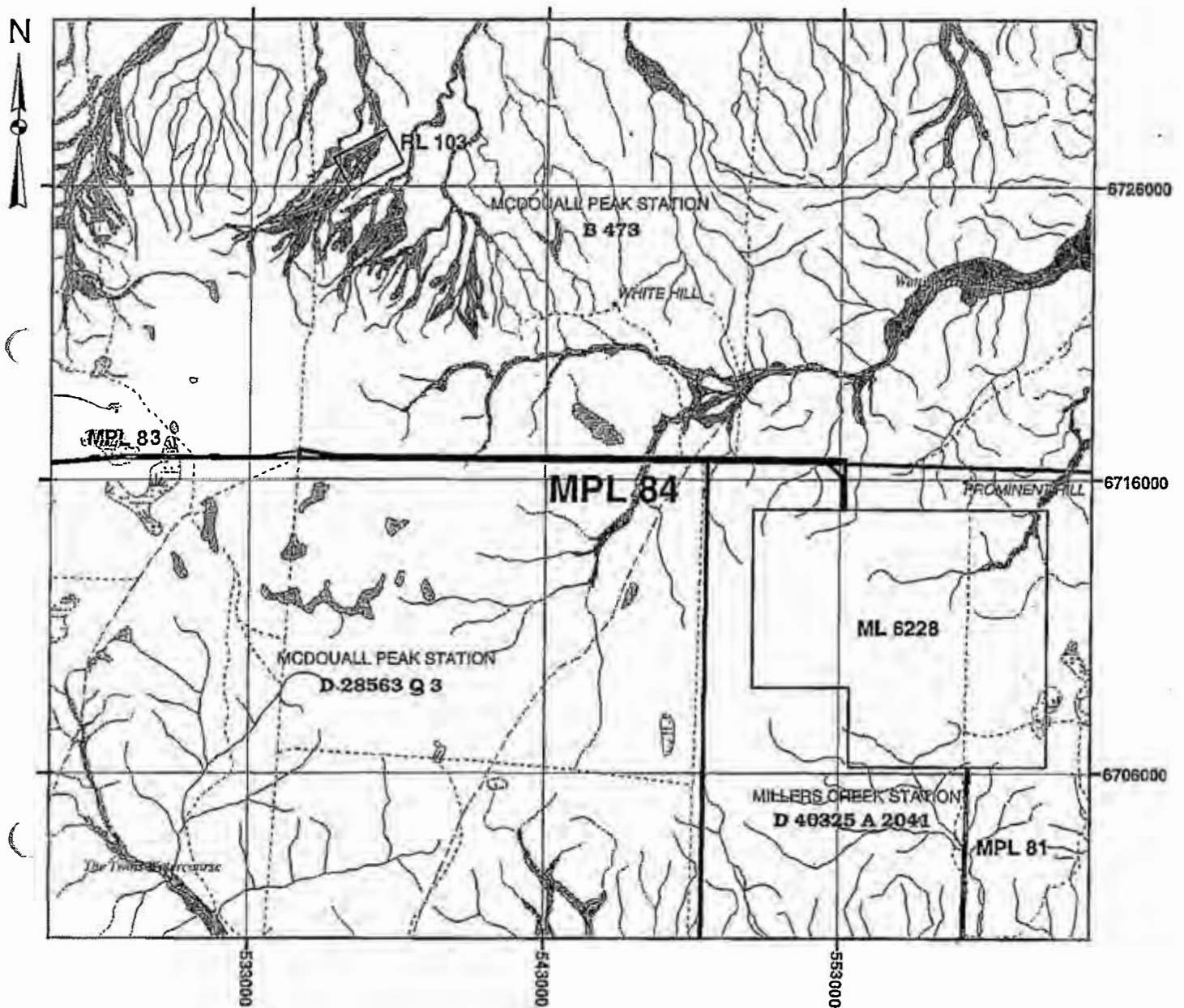
3. Any notice to be given to or demand to be made upon the Licensee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Licensee at the address of the Licensee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Licensee within three days following the day on which the envelope containing such notice or demand is posted.
4. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in this licence, 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:
 - (i) 'amendment' includes an addition, excision or substitution;
 - (ii) 'the Act' means the Mining Act, 1971, as amended, together with any amendment thereof;
 - (iii) 'the Director' means the Director of Mines;
 - (iv) 'the land' includes any part thereof;
 - (v) 'the Licensee' means and includes:
 - (aa) in the case of a natural person the executors, administrators and assigns of that person;
 - (bb) in the case of a body corporate the successors, administrators or permitted assigns thereof;
 - (vi) 'the Minister' means the Minister for Primary Industries, Natural Resources and Regional Development, being a corporation sole pursuant to the provisions of the Act;
 - (vii) 'the Regulations' means the Regulations under the Act in force for the time being;
 - (viii) 'the term' includes any renewal or extension thereof.

FIRST SCHEDULE

1. The construction of an access road for use by the Prominent Hill mine may be carried out in the area of the licence.
2. The Licensee must ensure that as part of mine closure, the land disturbed by the access track is rehabilitated to a post mining land use as specified in the program for mining and rehabilitation.
3. The Licensee must ensure that all employees and contractors on-site are properly advised of the significance of Aboriginal heritage and culture and are to take due care to preserve all Aboriginal Sites and Objects as defined by the *Aboriginal Heritage Act, 1988*.

ANNEXURE 'A'

OUT OF HUNDREDS (BILLA KALINA)



SCALE

1 : 200 000



Data supplied by lessee
Coordinates MGA Zone 53

SECOND SCHEDULE

1. The Licensee must ensure that the construction and use of the access road is carried out in an orderly and skilful manner in accordance with a program for mining and rehabilitation (MARF) of the land approved, from time to time, by the Minister.
2. The MARF must comply with the requirements of the guidelines approved by the Chief Inspector of Mines to include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
3. The MARF will at all times be available to the public in a form as determined by the Chief Inspector of Mines.
4. The Licensee must provide to the Chief Inspector of Mines a Mining and Rehabilitation Compliance Report (MARCR) to demonstrate compliance with the MARF.
5. The Licensee must regularly keep the pastoral lessee fully advised of their program of activities, particularly in regard to the impact on the land and rehabilitation.

EXECUTED

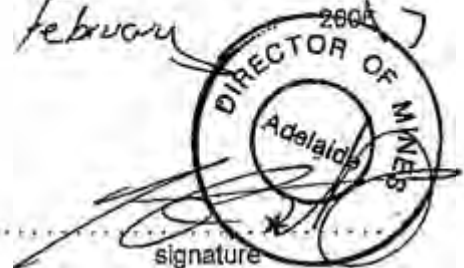
this

13th

day of

February

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority



Name: Helen Tyrteos

Title: Mining Registrar

SIGNED SEALED AND DELIVERED BY THE LICENSEE/S

this

20th

day of

NOVEMBER

the Common seal of Minex (SA) Pty Ltd (ACN 091 546 691)
was hereto affixed by


DIRECTOR/SECRETARY
David J. Forsyth



INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$3,747.48



Tenement Printout

Tenement:	MPL 84	File Reference:	T02567
Status:	Active		
Holder:	Minex (SA) Pty Ltd Level 9 31 Queen Street MELBOURNE VIC 3000 091 546 691	Phone:	03 8623 2200
ACN:		Fax:	03 8623 2222
Interest:	100%	Mobile:	
Contacts:	Colin, Lake		
			08 8229 6608
			08 8229 6600

Operator:	Minex (SA) Pty Ltd Level 9 31 Queen Street MELBOURNE VIC 3000 091 546 691	Phone:	03 8623 2200
ACN:		Fax:	03 8623 2222
Contacts:	David Wallace	Mobile:	
			08 8229 6600
	Graeme King		08 8229 6608
	Lake Colin		

General Postal Address: Minex (SA) Pty Ltd
Level 9
31 Queen Street
MELBOURNE VIC 3000

Mine Name:	Prominent Hill mine		
MO #:	MO6038.001		
Start Date:	20/10/2006	Expiry Date:	01/08/2021
Term:	14 Years 287 Days	Surrendered:	
Bond Amount:			

Area: 224.40 Hectares
Location: Approximately 90 km SE of Coober Pedy

Notes:

Parcel Type	Parcel No.	Plan Type.	Plan No.	Hundred.
Allotment	2041	Deposited	40325	OH (Billakallina)
Block	473	Hundred	OH (Billakallina)	OH (Billakallina)

Special Location
Far North Planning Area
Indigenous Land Use Agreement
Woomera Prohibited Area

Pastoral Property
McDouall Peak
Mt. Eba

MISCELLANEOUS PURPOSES LICENCE

Licence Number 93

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian Mining Act 1971 ("the Act") and the Regulations hereby grants to **Oxiana Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Licensee") of **Level 9, 31 Queen Street Melbourne** in the state of Victoria a miscellaneous purposes licence of all those lands containing **248.40** hectares or thereabouts and situate in **Allotment 2041 DP40325, Mt Eba Station** in the State of South Australia more particularly delineated on the plan annexed hereto and marked 'A' ("the land") for the purpose of **constructing and operating an infrastructure corridor (pipeline, powerline, access road and staging complex) specifically for use in association with the mining operation known as the Prominent Hill Mine** in the manner set out in the **First and Second Schedules** hereto during a term of **thirteen (13) years 327 days** ("the term") commencing on the **tenth day of September 2007** at the yearly rental, payable in advance, as prescribed by the Regulations upon the conditions prescribed by the Act and the Regulations.
2. IT IS HEREBY FURTHER AGREED AND DECLARED between the parties hereto that the licence is granted upon the further conditions set out hereunder:
 - (1) The Licensee shall pay to the Minister the licence fee at the offices of the Department of Primary Industries and Resources in the State of South Australia:
 - (2) The Licensee may enter upon the land and do all things effective in pursuance or ancillary to the purpose for which this licence is granted and do such things in a fair, orderly, skilful and workmanlike manner:
 - (3) The Licensee will pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land:
 - (4) The Licensee shall comply with the provisions of the Act and Regulations, and the provisions of any other Act and regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
 - (5) The Licensee shall do such things in pursuance of this licence in such a manner so as:-
 - (a) to prevent pollution to or contamination of surface or underground waters; and;
 - (b) to minimise surface damage to the land:
 - (6) The Licensee shall ensure that, in drilling or other underground investigations, no interconnection between ground water aquifers occurs:
 - (7) The Licensee shall permit the Minister or the Director, or any person duly appointed by either of them at all reasonable times to enter upon the land and survey and examine the condition thereof:
 - (8) The Licensee shall, in using and exercising the licence hereby granted, take all necessary action to afford adequate protection against detriment resulting from the conduct of operations in pursuance of the licence:
 - (9) The Licensee shall perform and comply with **all of the conditions set out in First and Second Schedules attached hereto.**

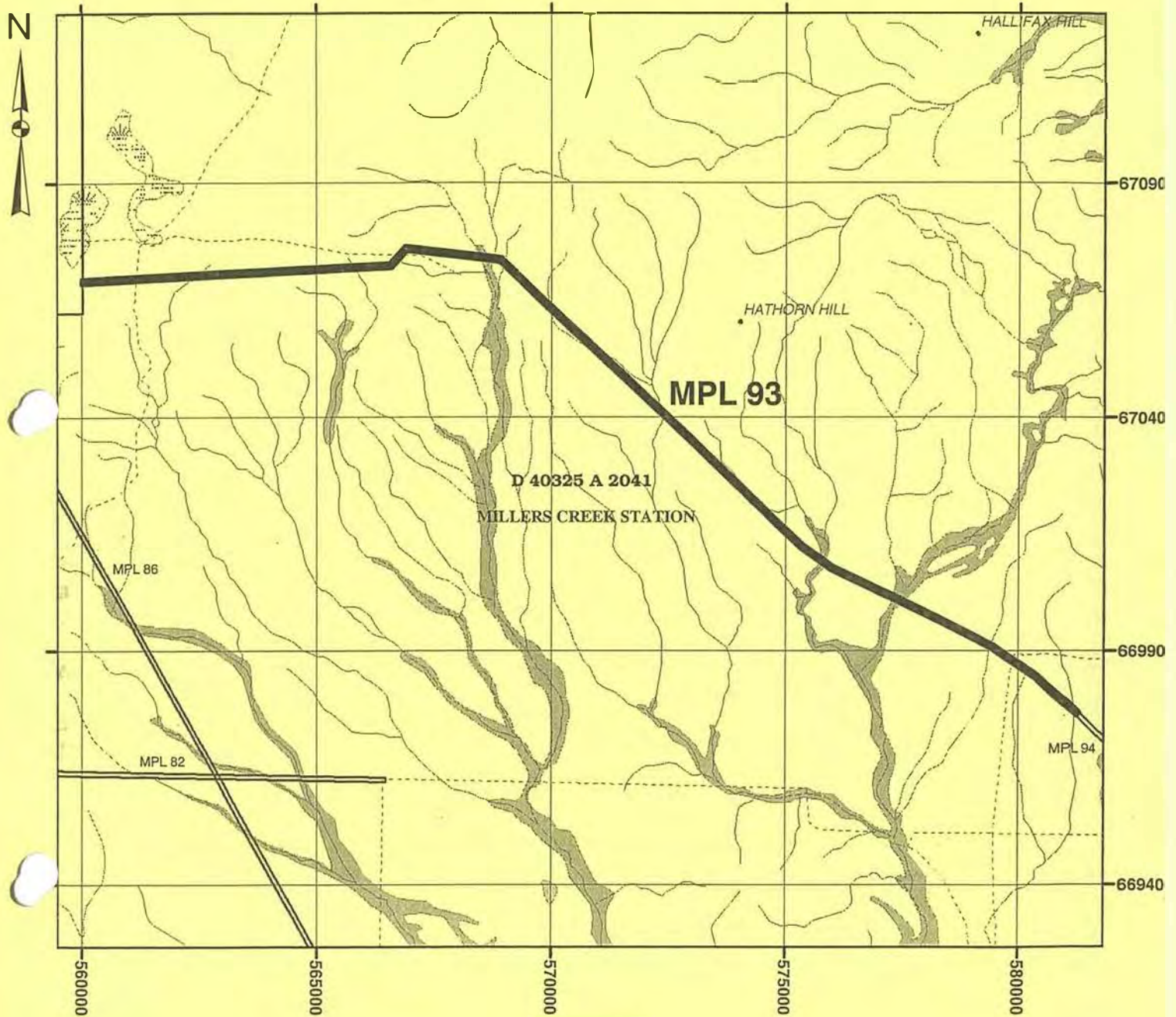
Ref: T02673

RevenueSA - Stamp Duty - ABN 19 040 349 865 ©	
RevNetID/PFA Bundle No.:	EX116352493
Orig(Copy) _____	of with _____ copies
Consideration/Value/Security:	\$ _____
SA Proportion (if applicable):	\$ _____
SD: \$ _____	LTO Fees: \$ _____
Int: \$ _____	Per/Add Tax: \$ _____

3. Any notice to be given to or demand to be made upon the Licensee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Licensee at the address of the Licensee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Licensee within three days following the day on which the envelope containing such notice or demand is posted.
4. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in this licence, 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:
- (i) 'amendment' includes an addition, excision or substitution;
 - (ii) 'the Act' means the Mining Act, 1971, as amended, together with any amendment thereof;
 - (iii) 'the Director' means the Director of Mines;
 - (iv) 'the land' includes any part thereof;
 - (v) 'the Licensee' means and includes:
 - (aa) in the case of a natural person the executors, administrators and assigns of that person;
 - (bb) in the case of a body corporate the successors, administrators or permitted assigns thereof;
 - (vi) 'the Minister' means the Minister for Primary Industries, Natural Resources and Regional Development, being a corporation sole pursuant to the provisions of the Act;
 - (vii) 'the Regulations' means the Regulations under the Act in force for the time being;
 - (viii) 'the term' includes any renewal or extension thereof.

ANNEXURE 'A'

OUT OF HUNDREDS (BILLA KALINA)



SCALE

1 : 125 000



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. The Miscellaneous Purposes Licence (MPL) is granted for the purpose of constructing and operating an infrastructure corridor (pipeline, powerline, access road and staging complex) specifically for use in association with the mining operation known as the Prominent Hill Mine.
2. If in the opinion of the Minister any tenement associated with the Prominent Hill Mine has been significantly modified, the Minister may review the licence conditions of this MPL, including any bond under this MPL, and impose new licence conditions as necessary.
3. The Licensee must ensure that all employees and contractors on-site are properly advised of the significance of Aboriginal heritage and culture and are to take due care to preserve all Aboriginal Sites and Objects as defined by the *Aboriginal Heritage Act, 1988*.
4. The Licensee must ensure that operations on the land are carried out in an orderly and skilful manner in accordance with a program for mining and rehabilitation of the land approved, from time to time, by the Minister and ensure the land disturbed by operations conducted under this MPL is rehabilitated to an agreed post activity land use.
5. The Licensee must develop or modify as necessary (to include operations under this MPL) a program for mining and rehabilitation for the Prominent Hill Mine that must comply with the requirements of guidelines approved by the Chief Inspector of Mines and include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
6. The program for mining and rehabilitation will at all times be a public document.
7. The Licensee must provide to PIRSA a Mining and Rehabilitation Compliance Report on activities carried out on the licence and compliance with the Mining and Rehabilitation Program. This must be submitted every year, or another period as agreed with the Chief Inspector of Mines, within 2 months after the anniversary of the date the licence was granted, in accordance with guidelines approved by the Chief Inspector of Mines. The report will be a public document.
8. The Licensee must, prior to commencing operations under this licence and for the duration of the licence, maintain public liability insurance to cover operations under the licence (including sudden and accidental pollution) in the name of the licensee for a sum not less than \$20 million or such greater sum as specified by the Chief Inspector of Mines, and make such amendments to the terms and conditions of the insurance as the Chief Inspector of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Chief Inspector of Mines upon request.

In specifying the level of insurance required, the Chief Inspector of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the licensee may or may not respond to any loss, damage or liability.

SECOND SCHEDULE

1. The Licensee must ensure that all affected topsoil is removed and stockpiled prior to carrying out any activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
2. The Licensee must, before commencing operations under this licence, lodge a bond in accordance with section 62 of the Mining Act, 1971 of such an amount of the surety as determined from time to time by the Minister, to cover the full cost of rehabilitation liability assessed by an independent third party at any time.

In requesting a review of the bond, the Minister may request that written quotes from a third party are obtained by the licensee for the cost of rehabilitating the site to the requirements specified in the approved MARP.

The Licensee must meet all the charges and costs in obtaining and maintaining the Bond.

3. The Licensee must ensure that all land disturbed by the construction and operation of an infrastructure corridor is progressively rehabilitated when practicable to do so and, in accordance with appropriate seasonal conditions, progressively re-spread with topsoil and re-vegetated to prevent soil erosion to the satisfaction of the Chief Inspector of Mines.
4. The Licensee must operate in a manner that will minimise the spread of weeds and plant pathogens and ensure that all employees and contractors on-site are fully aware of this requirement
5. The Licensee must ensure that dust from the operation be effectively controlled and managed.
6. The Licensee must regularly keep the land occupier fully advised of their program of activities, particularly in regard to the impact on the land and rehabilitation.

EXECUTED

this

9th

day of

October

2007

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority

.....
signature



Name: **Helen Tyrteos**

Title: **Mining Registrar**

**SIGNED SEALED AND DELIVERED BY
THE LICENSEE/S**

this

1st

day of

OCTOBER

2007

the Common seal of Oxiana Prominent Hill Operations Pty Ltd (ACN 091 546 691)
was hereto affixed by

.....
DIRECTOR/SECRETARY

.....

.....
DIRECTOR





Tenement Printout

Tenement:	MPL 93	File Reference:	T02673
Status:	Active		
Holder:	Oxiana Prominent Hill Operations Pty Ltd Level 9 31 Queen Street MELBOURNE VIC 3000	Phone:	03 8623 2200
ACN:	091 546 691	Fax:	03 8623 2222
Interest:	100%	Mobile:	
Contacts:	Lake Colin 08 8229 6600 Neil Rankine 08 9216 5800	Graeme King 08 8229 6608 David Wallace 08 8229 6600	

Operator:	Oxiana Prominent Hill Operations Pty Ltd Level 9 31 Queen Street MELBOURNE VIC 3000	Phone:	03 8623 2200
ACN:	091 546 691	Fax:	03 8623 2222
Contacts:	Lake Colin 08 8229 6600 Neil Rankine 08 9216 5800	Graeme King 08 8229 6608 David Wallace 08 8229 6600	

Tenement Postal Address: Oxiana Prominent Hill Operations Pty Ltd
Level 9
31 Queen Street
MELBOURNE VIC 3000

Mine Name:		Expiry Date:	01/08/2021
Start Date:	10/09/2007	Surrendered:	
Term:	13 Years 327 Days		

Bond Amount:

Area: 248.40 Hectares
Location: Approximately 120 km SE of Coober Pedy

Notes:

Parcel Type	Parcel No.	Plan Type.	Plan No.	Hundred.
Allotment	2041	Deposited	40325	

Special Location

Far North Planning Area
Natural Resource Mgmt Region - SA Arid Lands
Woomera Prohibited Area

Pastoral Property

Mt. Eba

MISCELLANEOUS PURPOSES LICENCE

Licence Number 94

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian Mining Act 1971 ("the Act") and the Regulations hereby grants to **Oxiana Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Licensee") of **Level 9, 31 Queen Street Melbourne** in the state of Victoria a miscellaneous purposes licence of all those lands containing **107.60 hectares** or thereabouts and situate in **Allotments 2041 & 2042 DP40325, Mt Eba Station** in the State of South Australia more particularly delineated on the plan annexed hereto and marked 'A' ("the land") for the purpose of **constructing and operating an infrastructure corridor (pipeline, powerline, access road and staging complex) specifically for use in association with the mining operation known as the Prominent Hill Mine** in the manner set out in the **First and Second Schedules** hereto during a term of **thirteen (13) years 327 days** ("the term") commencing on the **tenth day of September 2007** at the yearly rental, payable in advance, as prescribed by the Regulations upon the conditions prescribed by the Act and the Regulations.

2. IT IS HEREBY FURTHER AGREED AND DECLARED between the parties hereto that the licence is granted upon the further conditions set out hereunder:

- (1) The Licensee shall pay to the Minister the licence fee at the offices of the Department of Primary Industries and Resources in the State of South Australia:
- (2) The Licensee may enter upon the land and do all things effective in pursuance or ancillary to the purpose for which this licence is granted and do such things in a fair, orderly, skilful and workmanlike manner:
- (3) The Licensee will pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land:
- (4) The Licensee shall comply with the provisions of the Act and Regulations, and the provisions of any other Act and regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
- (5) The Licensee shall do such things in pursuance of this licence in such a manner so as:-
 - (a) to prevent pollution to or contamination of surface or underground waters; and;
 - (b) to minimise surface damage to the land:
- (6) The Licensee shall ensure that, in drilling or other underground investigations, no interconnection between ground water aquifers occurs:
- (7) The Licensee shall permit the Minister or the Director, or any person duly appointed by either of them at all reasonable times to enter upon the land and survey and examine the condition thereof:
- (8) The Licensee shall, in using and exercising the licence hereby granted, take all necessary action to afford adequate protection against detriment resulting from the conduct of operations in pursuance of the licence:
- (9) The Licensee shall perform and comply with all of the conditions set out in First and Second Schedules attached hereto.

Ref: T02673

RevenueSA - Stamp Duty - ABN 19 040 349 863

RevNetID/PRA Bundle No.: **EX11635254**

Orig Copy 1 of 1 with 1 copies

Consideration/Value/Security: \$ _____

SA Proportion (if applicable): \$ _____

SD: \$ _____ LTO Fees: \$ _____

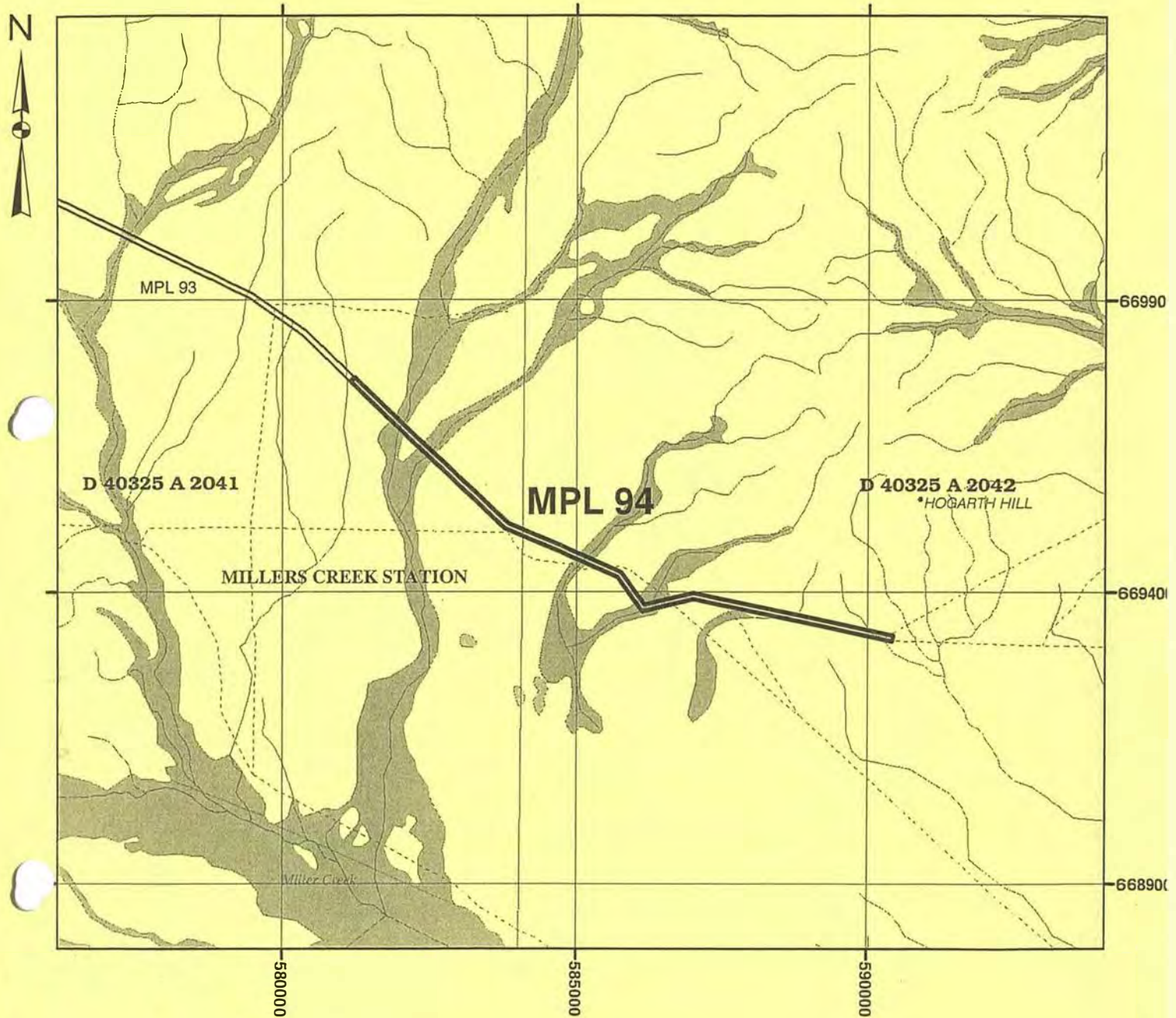
Int: \$ _____ Pen/Add Tax: \$ _____

Stamp: **72.70**

3. Any notice to be given to or demand to be made upon the Licensee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Licensee at the address of the Licensee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Licensee within three days following the day on which the envelope containing such notice or demand is posted.
4. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in this licence, 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:
- (i) 'amendment' includes an addition, excision or substitution;
 - (ii) 'the Act' means the Mining Act, 1971, as amended, together with any amendment thereof;
 - (iii) 'the Director' means the Director of Mines;
 - (iv) 'the land' includes any part thereof;
 - (v) 'the Licensee' means and includes:
 - (aa) in the case of a natural person the executors, administrators and assigns of that person;
 - (bb) in the case of a body corporate the successors, administrators or permitted assigns thereof;
 - (vi) 'the Minister' means the Minister for Primary Industries, Natural Resources and Regional Development, being a corporation sole pursuant to the provisions of the Act;
 - (vii) 'the Regulations' means the Regulations under the Act in force for the time being;
 - (viii) 'the term' includes any renewal or extension thereof.

ANNEXURE 'A'

OUT OF HUNDREDS (BILLA KALINA)



SCALE

1 : 100 000



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. The Miscellaneous Purposes Licence (MPL) is granted for the purpose of constructing and operating an infrastructure corridor (pipeline, powerline, access road and staging complex) specifically for use in association with the mining operation known as the Prominent Hill Mine.
2. If in the opinion of the Minister any tenement associated with the Prominent Hill Mine has been significantly modified, the Minister may review the licence conditions of this MPL, including any bond under this MPL, and impose new licence conditions as necessary.
3. The Licensee must ensure that all employees and contractors on-site are properly advised of the significance of Aboriginal heritage and culture and are to take due care to preserve all Aboriginal Sites and Objects as defined by the *Aboriginal Heritage Act, 1988*.
4. The Licensee must ensure that operations on the land are carried out in an orderly and skilful manner in accordance with a program for mining and rehabilitation of the land approved, from time to time, by the Minister and ensure the land disturbed by operations conducted under this MPL is rehabilitated to an agreed post activity land use.
5. The Licensee must develop or modify as necessary (to include operations under this MPL) a program for mining and rehabilitation for the Prominent Hill Mine that must comply with the requirements of guidelines approved by the Chief Inspector of Mines and include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
6. The program for mining and rehabilitation will at all times be a public document.
7. The Licensee must provide to PIRSA a Mining and Rehabilitation Compliance Report on activities carried out on the licence and compliance with the Mining and Rehabilitation Program. This must be submitted every year, or another period as agreed with the Chief Inspector of Mines, within 2 months after the anniversary of the date the licence was granted, in accordance with guidelines approved by the Chief Inspector of Mines. The report will be a public document
8. The Licensee must, prior to commencing operations under this licence and for the duration of the licence, maintain public liability insurance to cover operations under the licence (including sudden and accidental pollution) in the name of the licensee for a sum not less than \$20 million or such greater sum as specified by the Chief Inspector of Mines, and make such amendments to the terms and conditions of the insurance as the Chief Inspector of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Chief Inspector of Mines upon request.

In specifying the level of insurance required, the Chief Inspector of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the licensee may or may not respond to any loss, damage or liability.

SECOND SCHEDULE

1. The Licensee must ensure that all affected topsoil is removed and stockpiled prior to carrying out any activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
2. The Licensee must, before commencing operations under this licence, lodge a bond in accordance with section 62 of the Mining Act, 1971 of such an amount of the surety as determined from time to time by the Minister, to cover the full cost of rehabilitation liability assessed by an independent third party at any time.

In requesting a review of the bond, the Minister may request that written quotes from a third party are obtained by the licensee for the cost of rehabilitating the site to the requirements specified in the approved MARP.

The Licensee must meet all the charges and costs in obtaining and maintaining the Bond.

3. The Licensee must ensure that all land disturbed by the construction and operation of an infrastructure corridor is progressively rehabilitated when practicable to do so and, in accordance with appropriate seasonal conditions, progressively re-spread with topsoil and re-vegetated to prevent soil erosion to the satisfaction of the Chief Inspector of Mines.
4. The Licensee must operate in a manner that will minimise the spread of weeds and plant pathogens and ensure that all employees and contractors on-site are fully aware of this requirement
5. The Licensee must ensure that dust from the operation be effectively controlled and managed.
6. The Licensee must regularly keep the land occupier fully advised of their program of activities, particularly in regard to the impact on the land and rehabilitation.

EXECUTED

this 9th day of October 2007

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority


signature

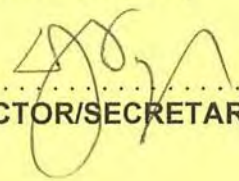
Name: **Helen Tyrteos**

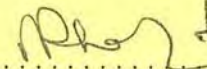
Title: **Mining Registrar**

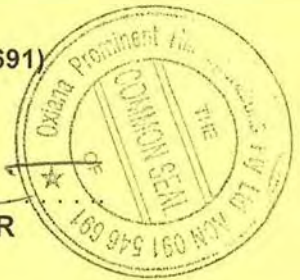
**SIGNED SEALED AND DELIVERED BY
THE LICENSEE/S**

this 1st day of OCTOBER 2007

the Common seal of Oxiana Prominent Hill Operations Pty Ltd (ACN 091 546 691)
was hereto affixed by


DIRECTOR/SECRETARY


DIRECTOR



15-14C043



Government of South Australia
Primary Industries and Resources SA

Tenement Printout

Tenement:	MPL 94	File Reference:	T02673
Status:	Active		
Holder:	Oxiana Prominent Hill Operations Pty Ltd Level 9 31 Queen Street MELBOURNE VIC 3000	Phone:	03 8623 2200
ACN:	091 546 691	Fax:	03 8623 2222
Interest:	100%	Mobile:	
Contacts:	Lake Colin 08 8229 6600 Neil Rankine 08 9216 5800	Graeme King 08 8229 6608 David Wallace 08 8229 6600	

Operator:	Oxiana Prominent Hill Operations Pty Ltd Level 9 31 Queen Street MELBOURNE VIC 3000	Phone:	03 8623 2200
ACN:	091 546 691	Fax:	03 8623 2222
Contacts:	Lake Colin 08 8229 6600 Neil Rankine 08 9216 5800	Mobile:	
		Graeme King 08 8229 6608 David Wallace 08 8229 6600	

Tenement Postal Address: Oxiana Prominent Hill Operations Pty Ltd
Level 9
31 Queen Street
MELBOURNE VIC 3000

Mine Name:		Expiry Date:	01/08/2021
Start Date:	10/09/2007	Surrendered:	
Term:	13 Years 327 Days		
Bond Amount:			
Area:	107.60 Hectares		
Location:	Approximately 120 km SE of Coober Pedy		

Notes:				
Parcel Type	Parcel No.	Plan Type.	Plan No.	Hundred.
Allotment	2041	Deposited	40325	
Allotment	2042	Deposited	40325	

Special Location
Far North Planning Area
Natural Resource Mgmt Region - SA Arid Lands
Woomera Prohibited Area

Pastoral Property
Mt. Eba
Mt. Eba

MISCELLANEOUS PURPOSES LICENCE

Licence Number 112

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian Mining Act 1971 ("the Act") and the Regulations hereby grants to **Oz Minerals Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Licensee") of **Level 9, 31 Queens Street, Melbourne** in the state of Victoria a miscellaneous purposes licence of all those lands containing **63.93 hectares** or thereabouts and situate in **Allotment 2042 DP 40325 OH (Billa Kalina)** in the State of South Australia more particularly delineated on the plan annexed hereto and marked 'A' ("the land") **for the purpose of the construction and operation of a borefield and associated infrastructure specifically for use in association with the mining operation known as the Prominent Hill mine authorised under mining tenement ML 6228**, in the manner set out in the **First and Second Schedules** hereto during a term of **12 years and 303 days** ("the term") commencing on the **third day of October 2008** at the yearly rental, payable in advance, as prescribed by the Regulations upon the conditions prescribed by the Act and the Regulations.
2. IT IS HEREBY FURTHER AGREED AND DECLARED between the parties hereto that the licence is granted upon the further conditions set out hereunder:
 - (1) The Licensee shall pay to the Minister the licence fee at the offices of the Department of Primary Industries and Resources in the State of South Australia:
 - (2) The Licensee may enter upon the land and do all things effective in pursuance or ancillary to the purpose for which this licence is granted and do such things in a fair, orderly, skilful and workmanlike manner:
 - (3) The Licensee will pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land:
 - (4) The Licensee shall comply with the provisions of the Act and Regulations, and the provisions of any other Act and regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
 - (5) The Licensee shall do such things in pursuance of this licence in such a manner so as:-
 - (a) to prevent pollution to or contamination of surface or underground waters; and;
 - (b) to minimise surface damage to the land:
 - (6) The Licensee shall ensure that, in drilling or other underground investigations, no interconnection between ground water aquifers occurs:
 - (7) The Licensee shall permit the Minister or the Director, or any person duly appointed by either of them at all reasonable times to enter upon the land and survey and examine the condition thereof:
 - (8) The Licensee shall, in using and exercising the licence hereby granted, take all necessary action to afford adequate protection against detriment resulting from the conduct of operations in pursuance of the licence:
 - (9) The Licensee shall perform and comply with all of the conditions set out in First & Second Schedules attached hereto.

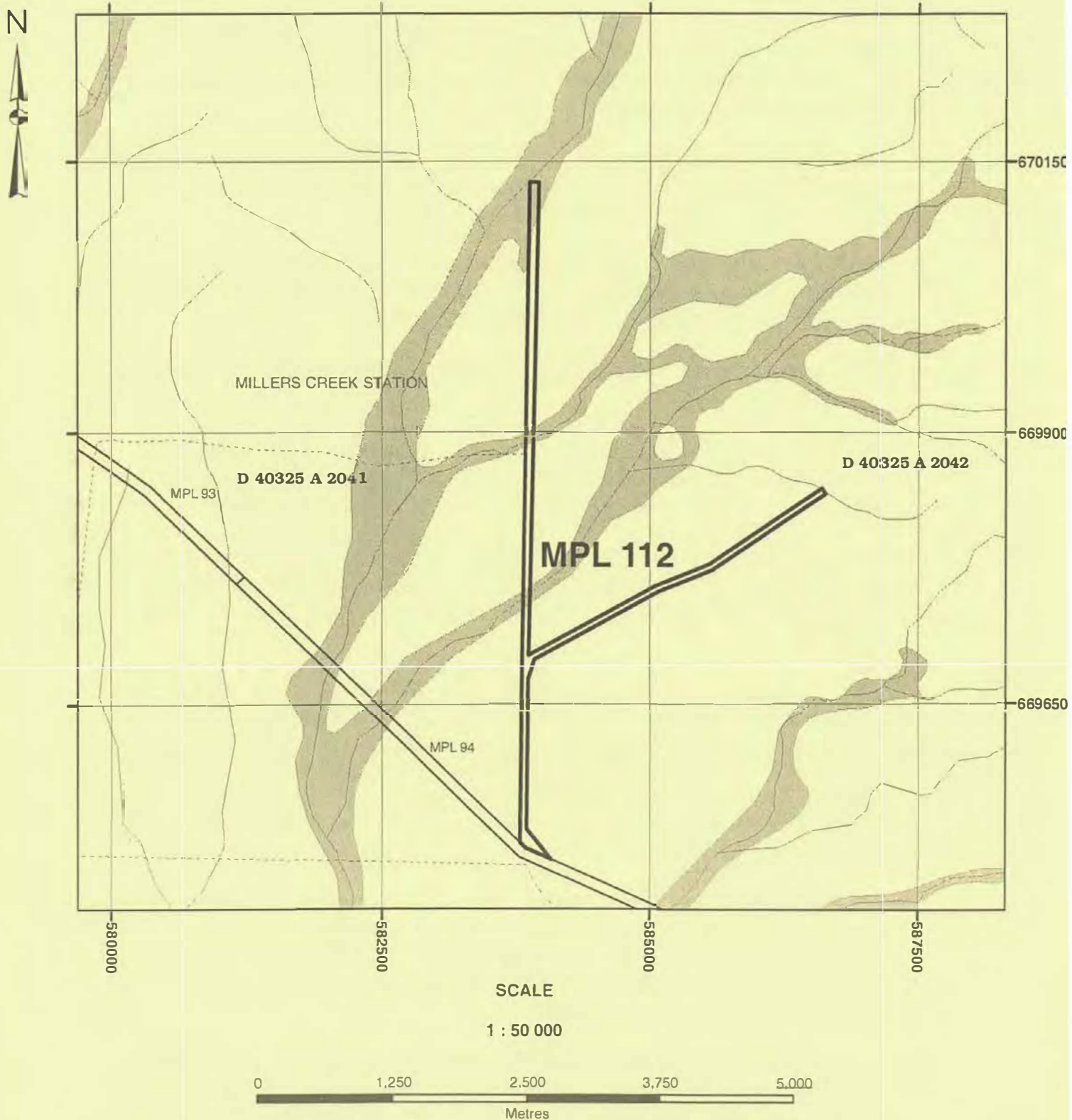
Ref: T02739

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SD: \$	0 LTO Fees: \$ 0
Int: \$	0 Pen/Add Tax: \$ 0
Signature:	Date: 10/1/09

3. Any notice to be given to or demand to be made upon the Licensee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Licensee at the address of the Licensee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Licensee within three days following the day on which the envelope containing such notice or demand is posted.
4. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in this licence, 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:
 - (i) 'amendment' includes an addition, excision or substitution;
 - (ii) 'the Act' means the Mining Act, 1971, as amended, together with any amendment thereof;
 - (iii) 'the Director' means the Director of Mines;
 - (iv) 'the land' includes any part thereof;
 - (v) 'the Licensee' means and includes:
 - (aa) in the case of a natural person the executors, administrators and assigns of that person;
 - (bb) in the case of a body corporate the successors, administrators or permitted assigns thereof;
 - (vi) 'the Minister' means the Minister for Primary Industries, Natural Resources and Regional Development, being a corporation sole pursuant to the provisions of the Act;
 - (vii) 'the Regulations' means the Regulations under the Act in force for the time being;
 - (viii) 'the term' includes any renewal or extension thereof.

ANNEXURE 'A'

OUT OF HUNDREDS (BILLA KALINA)



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. The Miscellaneous Purposes Licence (MPL) is granted for the purpose of the construction and operation of a borefield and associated infrastructure specifically for use in association with the mining operation known as the Prominent Hill mine authorised under mining tenement ML 6228.
2. If in the opinion of the Minister the scope of operations associated with this MPL have been significantly modified, the Minister may review the licence conditions of this MPL, including any bond under this MPL, and impose new licence conditions as necessary.
3. The Licensee must not commence or undertake any operations on the land under the MPL, until a MARP, for this borefield and associated MPL's 93 & 94, has been approved by the Minister.
4. The MARP must comply with the requirements of guidelines approved by the Director of Mines and include environmental outcomes and criteria that are developed in consultation with relevant stakeholders.
5. The Licensee agrees to the approved MARP being made available for public inspection.
6. The Licensee must demonstrate upon request and to the Director of Mines, the Licensee's capability and competence to comply with the requirements of the *Mining Act, 1971*, the conditions of this licence, and the MARP.
7. The Licensee accepts that the Director of Mines may withdraw a MARP approval if in the Director's opinion, the Licensee is not complying with the approval, or has not demonstrated satisfactory capability to comply with the approval.
8. The Licensee must provide to the Director of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the licence and compliance with the approved MARP. The MARCR must be submitted every year, within 2 months after the anniversary of the date the licence was granted, or at some other time agreed with the Director of Mines in accordance with guidelines approved by the Director of Mines. The licensee agrees to the MARCR being made available for public inspection.
9. The Licensee must, if requested by the Director of Mines, undertake an independent audit of achievement of the environmental outcomes in the MARP, by an independent expert approved by the Director of Mines. The audit will be made available to the public, in a manner and form as determined by the Director of Mines.
10. Prior to License relinquishment, the Licensee must provide to the Minister a Mine Completion Report prepared in consultation with the landowner and in accordance with guidelines approved by the Director of Mines, which demonstrates achievement of the closure criteria as specified in the current MARP.

11. The Licensee must, prior to commencing operations under this Licence and for the duration of the Licence maintain public liability insurance to cover all operations under the Licence (including sudden and accidental pollution) in the name of the Licensee for a sum not less than \$20 million or such greater sum as specified by the Director of Mines, and make such amendments to the terms and conditions of the insurance as the Director of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Director of Mines upon request.

If requested by the Director of Mines, the Licensee must engage an independent and reputable risk assessor to prepare a risk assessment report detailing the public liability risks arising out of the conduct of mining operations on the licence, and recommending the level of amount of public liability cover (in respect of any one occurrence) that should be effected and maintained by the lessee. In preparing the risk assessment report, the assessor must consult with the landowner and the Director of Mines.

In specifying the level of insurance required, the Director of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the lessee may or may not respond to any loss, damage or liability.

12. The Licensee must report any non-compliance with the Act, these conditions and approved MARP to the Director of Mines. A verbal notification must be provided within 24 hours, after the Licensee becomes aware of the non-compliance. A written report must be provided within 3 days or such time period as approved by the Director of Mines.
13. In requesting a review of the bond required under the *Mining Act, 1971* the Minister may request that written quotes from a third party are obtained by the lessee for the cost of rehabilitating the site to the requirements specified in the approved MARP.

The Licensee must meet all the charges and costs in obtaining and maintaining the Bond

SECOND SCHEDULE

Fire

1. The Licensee must in constructing and operating the lease ensure that there are no uncontrolled fires caused by mining operations.

Landholder liaison

2. The Licensee must ensure that the occupier of the land is fully advised of their program of activities, particularly in regard to the impact of operations on the land and rehabilitation progress.

Infrastructure

3. The Licensee must, in constructing and operating the licence, ensure that there is no unauthorised damage to adjacent public or private infrastructure.

Aboriginal and European Heritage

4. The Licensee must in constructing and operating the licence, ensure that there is no disturbance to Aboriginal or European artefacts or sites of significance unless prior approval under the relevant legislation is obtained.

Native Fauna

5. The Licensee must in constructing and operating the licence ensure that there are no net adverse impacts from the site operations on native fauna abundance or diversity in the licence area and in adjacent areas.

Native Vegetation

6. The Licensee must, in constructing and operating the lease ensure no permanent loss of abundance or diversity on or off the licence through: -
 - a. Clearance,
 - b. Dust/contaminant deposition or
 - c. Other damage,

to native vegetation unless prior approval under the relevant legislation is obtained.

Weeds and Pests (feral animals)

7. The Licensee must in constructing and operating the licence ensure no introduction of new weeds, plant pathogens or pests (including feral animals), nor increase in abundance of existing weed or pest species in the licence area and adjacent areas caused by mining operations.

Groundwater and Hydrology

8. The Licensee must, in constructing and operating the licence ensure that there is no adverse impact to the quality and quantity of ground and or surface water caused by mining operations to existing users and water dependent ecosystems.

Rehabilitation

9. The Licensee must demonstrate prior to licence expiry or surrender that the following outcomes will be achieved indefinitely post mine closure to the satisfaction of the Director of Mines: -
 - a. The external visual amenity of the site is in accordance with the reasonable expectations of relevant stakeholders;
 - b. The risks to the health and safety of the public and fauna are as low as reasonably practical;
 - c. The site is ecologically stable and sustainable;
 - d. The site is physically stable;
 - e. All waste materials left onsite are chemically and physically stable; &
 - f. Wells are decommissioned to the satisfaction of DWLBC.

Leading Indicators

10. The MARP must include additional leading indicator criteria for the following outcome: -

- a. No adverse impact to the quality and quantity of ground and or surface water caused by water extraction operations to existing users and water dependent ecosystems.

EXECUTED

this

24th

day of

December

2008

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority



signature

Name: Helen Thomas
Title: Mining Registrar

**SIGNED SEALED AND DELIVERED BY
THE LICENSEE/S**

this

24th

day of

October

2008

the Common seal of **Oz Minerals Prominent Hill Operations Pty Ltd (ACN 091 546 691)**
was hereto affixed by

A handwritten signature in dark ink.

DIRECTOR/SECRETARY

DIRECTOR

Signed for and on behalf of
OZ Minerals Prominent Hill Operations
Pty Ltd. ACN 091 546 691
by its duly authorised Attorney,
under Power of Attorney,
Michael Francis Wilkes,
6 Leslie Street,
Alex Osmond
South Australia
(Signed above).

Witness:

A handwritten signature in dark ink.

Ross B. SAWERS.

INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$2,493.27

MISCELLANEOUS PURPOSES LICENCE

Licence Number 113

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian Mining Act 1971 ("the Act") and the Regulations hereby grants to **Oz Minerals Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Licensee") of **Level 9, 31 Queens Street, Melbourne** in the state of Victoria a miscellaneous purposes licence of all those lands containing **32.54 hectares** or thereabouts and situate in **Allotment 2042 DP 40325 OH (Billa Kalina)** in the State of South Australia more particularly delineated on the plan annexed hereto and marked 'A' ("the land") **for the purpose of the construction and operation of a borefield and associated infrastructure specifically for use in association with the mining operation known as the Prominent Hill mine authorised under mining tenement ML 6228**, in the manner set out in the **First and Second Schedules** hereto during a term of **12 years and 303 days** ("the term") commencing on the **third day of October 2008** at the yearly rental, payable in advance, as prescribed by the Regulations upon the conditions prescribed by the Act and the Regulations.
2. IT IS HEREBY FURTHER AGREED AND DECLARED between the parties hereto that the licence is granted upon the further conditions set out hereunder:
 - (1) The Licensee shall pay to the Minister the licence fee at the offices of the Department of Primary Industries and Resources in the State of South Australia:
 - (2) The Licensee may enter upon the land and do all things effective in pursuance or ancillary to the purpose for which this licence is granted and do such things in a fair, orderly, skilful and workmanlike manner:
 - (3) The Licensee will pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land:
 - (4) The Licensee shall comply with the provisions of the Act and Regulations, and the provisions of any other Act and regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
 - (5) The Licensee shall do such things in pursuance of this licence in such a manner so as:-
 - (a) to prevent pollution to or contamination of surface or underground waters; and;
 - (b) to minimise surface damage to the land:
 - (6) The Licensee shall ensure that, in drilling or other underground investigations, no interconnection between ground water aquifers occurs:
 - (7) The Licensee shall permit the Minister or the Director, or any person duly appointed by either of them at all reasonable times to enter upon the land and survey and examine the condition thereof:
 - (8) The Licensee shall, in using and exercising the licence hereby granted, take all necessary action to afford adequate protection against detriment resulting from the conduct of operations in pursuance of the licence:
 - (9) The Licensee shall perform and comply with all of the conditions set out in First & Second Schedules attached hereto.

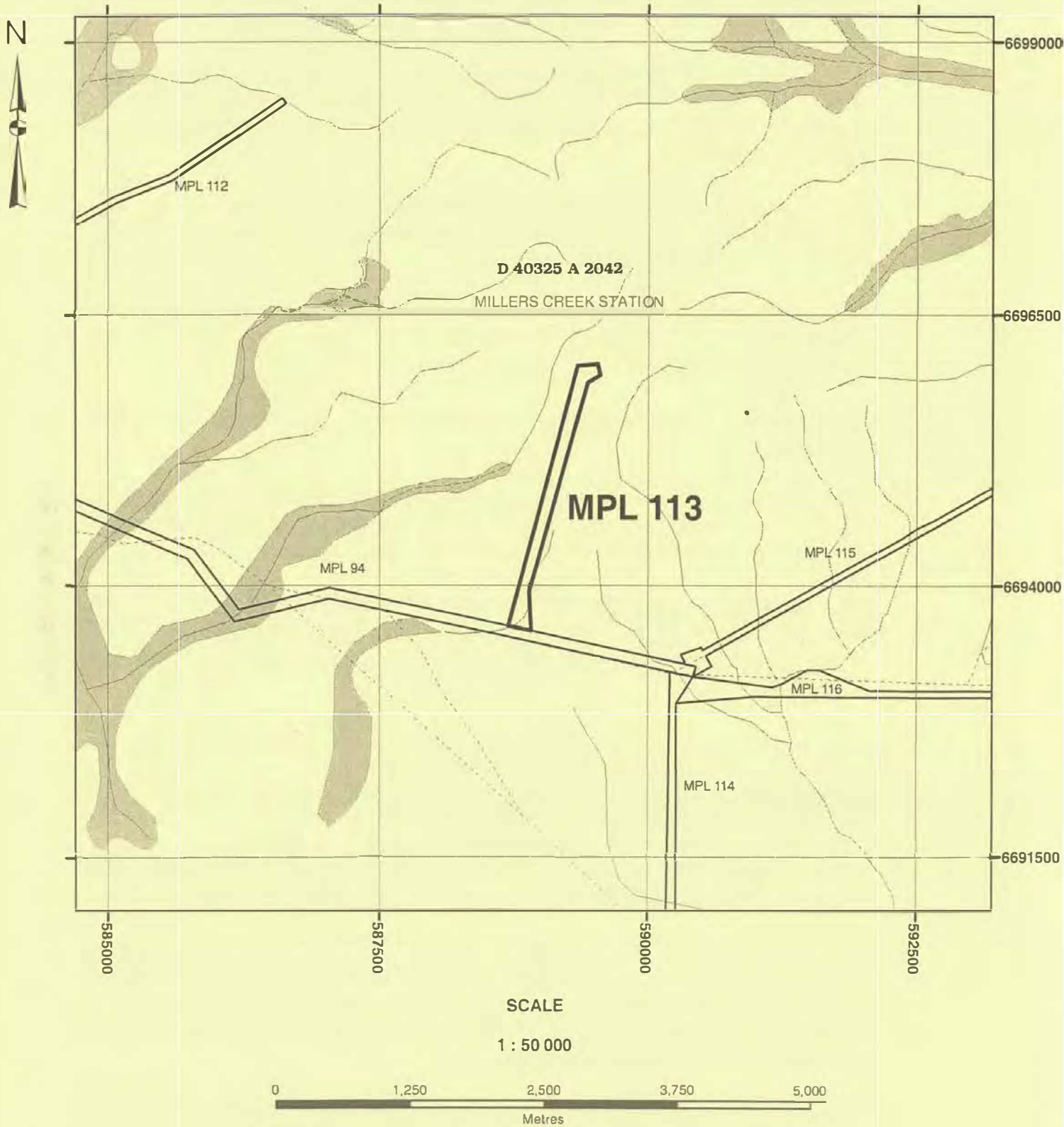
Ref: T02739

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SA Proportion (if applicable)	\$ 0
SD: \$	LTO Fees: \$ 0
Lot: \$	Pen/Adm Tax: \$ 0
Signature	Date 6/1/09

3. Any notice to be given to or demand to be made upon the Licensee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Licensee at the address of the Licensee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Licensee within three days following the day on which the envelope containing such notice or demand is posted.
4. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in this licence, 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:
 - (i) 'amendment' includes an addition, excision or substitution;
 - (ii) 'the Act' means the Mining Act, 1971, as amended, together with any amendment thereof;
 - (iii) 'the Director' means the Director of Mines;
 - (iv) 'the land' includes any part thereof;
 - (v) 'the Licensee' means and includes:
 - (aa) in the case of a natural person the executors, administrators and assigns of that person;
 - (bb) in the case of a body corporate the successors, administrators or permitted assigns thereof;
 - (vi) 'the Minister' means the Minister for Primary Industries, Natural Resources and Regional Development, being a corporation sole pursuant to the provisions of the Act;
 - (vii) 'the Regulations' means the Regulations under the Act in force for the time being;
 - (viii) 'the term' includes any renewal or extension thereof.

ANNEXURE 'A'

OUT OF HUNDREDS (BILLA KALINA)



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. The Miscellaneous Purposes Licence (MPL) is granted for the purpose of the construction and operation of a borefield and associated infrastructure specifically for use in association with the mining operation known as the Prominent Hill mine authorised under mining tenement ML 6228.
2. If in the opinion of the Minister the scope of operations associated with this MPL have been significantly modified, the Minister may review the licence conditions of this MPL, including any bond under this MPL, and impose new licence conditions as necessary.
3. The Licensee must not commence or undertake any operations on the land under the MPL, until a MARP, for this borefield and associated MPL's 93 & 94, has been approved by the Minister.
4. The MARP must comply with the requirements of guidelines approved by the Director of Mines and include environmental outcomes and criteria that are developed in consultation with relevant stakeholders.
5. The Licensee agrees to the approved MARP being made available for public inspection.
6. The Licensee must demonstrate upon request and to the Director of Mines, the Licensee's capability and competence to comply with the requirements of the *Mining Act, 1971*, the conditions of this licence, and the MARP.
7. The Licensee accepts that the Director of Mines may withdraw a MARP approval if in the Director's opinion, the Licensee is not complying with the approval, or has not demonstrated satisfactory capability to comply with the approval.
8. The Licensee must provide to the Director of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the licence and compliance with the approved MARP. The MARCR must be submitted every year, within 2 months after the anniversary of the date the licence was granted, or at some other time agreed with the Director of Mines in accordance with guidelines approved by the Director of Mines. The licensee agrees to the MARCR being made available for public inspection.
9. The Licensee must, if requested by the Director of Mines, undertake an independent audit of achievement of the environmental outcomes in the MARP, by an independent expert approved by the Director of Mines. The audit will be made available to the public, in a manner and form as determined by the Director of Mines.
10. Prior to License relinquishment, the Licensee must provide to the Minister a Mine Completion Report prepared in consultation with the landowner and in accordance with guidelines approved by the Director of Mines, which demonstrates achievement of the closure criteria as specified in the current MARP.

11. The Licensee must, prior to commencing operations under this Licence and for the duration of the Licence maintain public liability insurance to cover all operations under the Licence (including sudden and accidental pollution) in the name of the Licensee for a sum not less than \$20 million or such greater sum as specified by the Director of Mines, and make such amendments to the terms and conditions of the insurance as the Director of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Director of Mines upon request.

If requested by the Director of Mines, the Licensee must engage a independent and reputable risk assessor to prepare a risk assessment report detailing the public liability risks arising out of the conduct of mining operations on the licence, and recommending the level of amount of public liability cover (in respect of any one occurrence) that should be effected and maintained by the lessee. In preparing the risk assessment report, the assessor must consult with the landowner and the Director of Mines.

In specifying the level of insurance required, the Director of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the lessee may or may not respond to any loss, damage or liability.

12. The Licensee must report any non-compliance with the Act, these conditions and approved MARP to the Director of Mines. A verbal notification must be provided within 24 hours, after the Licensee becomes aware of the non-compliance. A written report must be provided within 3 days or such time period as approved by the Director of Mines.
13. In requesting a review of the bond required under the *Mining Act, 1971* the Minister may request that written quotes from a third party are obtained by the lessee for the cost of rehabilitating the site to the requirements specified in the approved MARP.

The Licensee must meet all the charges and costs in obtaining and maintaining the Bond

SECOND SCHEDULE

Fire

1. The Licensee must in constructing and operating the lease ensure that there are no uncontrolled fires caused by mining operations.

Landholder liaison

2. The Licensee must ensure that the occupier of the land is fully advised of their program of activities, particularly in regard to the impact of operations on the land and rehabilitation progress.

Infrastructure

3. The Licensee must, in constructing and operating the licence, ensure that there is no unauthorised damage to adjacent public or private infrastructure.

Aboriginal and European Heritage

4. The Licensee must in constructing and operating the licence, ensure that there is no disturbance to Aboriginal or European artefacts or sites of significance unless prior approval under the relevant legislation is obtained.

Native Fauna

5. The Licensee must in constructing and operating the licence ensure that there are no net adverse impacts from the site operations on native fauna abundance or diversity in the licence area and in adjacent areas.

Native Vegetation

6. The Licensee must, in constructing and operating the lease ensure no permanent loss of abundance or diversity on or off the licence through: -

- a. Clearance,
- b. Dust/contaminant deposition or
- c. Other damage,

to native vegetation unless prior approval under the relevant legislation is obtained.

Weeds and Pests (feral animals)

7. The Licensee must in constructing and operating the licence ensure no introduction of new weeds, plant pathogens or pests (including feral animals), nor increase in abundance of existing weed or pest species in the licence area and adjacent areas caused by mining operations.

Groundwater and Hydrology

8. The Licensee must, in constructing and operating the licence ensure that there is no adverse impact to the quality and quantity of ground and or surface water caused by mining operations to existing users and water dependent ecosystems.

Rehabilitation

9. The Licensee must demonstrate prior to licence expiry or surrender that the following outcomes will be achieved indefinitely post mine closure to the satisfaction of the Director of Mines: -
 - a. The external visual amenity of the site is in accordance with the reasonable expectations of relevant stakeholders;
 - b. The risks to the health and safety of the public and fauna are as low as reasonably practical;
 - c. The site is ecologically stable and sustainable;
 - d. The site is physically stable;
 - e. All waste materials left onsite are chemically and physically stable; &
 - f. Wells are decommissioned to the satisfaction of DWLBC.

Leading Indicators

10. The MARP must include additional leading indicator criteria for the following outcome: -

- a. No adverse impact to the quality and quantity of ground and or surface water caused by water extraction operations to existing users and water dependent ecosystems.

EXECUTED

this

24th

day of

December

2008

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority



signature

Name: Helen Thomas
Title: Mining Registrar

**SIGNED SEALED AND DELIVERED BY
THE LICENSEE/S**

this

24th

day of

October

2008

the Common seal of **Oz Minerals Prominent Hill Operations Pty Ltd (ACN 091 546 691)**
was hereto affixed by

.....
DIRECTOR/SECRETARY

.....
DIRECTOR

Signed for and on behalf
of Oz Minerals Prominent Hill
Operations Pty. Ltd.
ACN 091 546 691 by its
duly authorised Attorney
under Power of Attorney.
Michael Francis Wilkes,
6 Leslie Street,
Aven Osmond,
South Australia
(Signed above).

Witness:

Rose B. SAWERS.

INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$1,269.06

MISCELLANEOUS PURPOSES LICENCE

Licence Number 114

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian Mining Act 1971 ("the Act") and the Regulations hereby grants to **Oz Minerals Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Licensee") of **Level 9, 31 Queens Street, Melbourne** in the state of Victoria a miscellaneous purposes licence of all those lands containing **153.28 hectares** or thereabouts and situate in **Allotment 2042 DP 40325 OH (Billa Kalina)** in the State of South Australia more particularly delineated on the plan annexed hereto and marked 'A' ("the land") **for the purpose of the construction and operation of a borefield and associated infrastructure specifically for use in association with the mining operation known as the Prominent Hill mine authorised under mining tenement ML 6228**, in the manner set out in the **First and Second Schedules** hereto during a term of **12 years and 303 days** ("the term") commencing on the **third day of October 2008** at the yearly rental, payable in advance, as prescribed by the Regulations upon the conditions prescribed by the Act and the Regulations.
2. IT IS HEREBY FURTHER AGREED AND DECLARED between the parties hereto that the licence is granted upon the further conditions set out hereunder:
 - (1) The Licensee shall pay to the Minister the licence fee at the offices of the Department of Primary Industries and Resources in the State of South Australia:
 - (2) The Licensee may enter upon the land and do all things effective in pursuance or ancillary to the purpose for which this licence is granted and do such things in a fair, orderly, skilful and workmanlike manner:
 - (3) The Licensee will pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land:
 - (4) The Licensee shall comply with the provisions of the Act and Regulations, and the provisions of any other Act and regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
 - (5) The Licensee shall do such things in pursuance of this licence in such a manner so as:-
 - (a) to prevent pollution to or contamination of surface or underground waters; and;
 - (b) to minimise surface damage to the land:
 - (6) The Licensee shall ensure that, in drilling or other underground investigations, no interconnection between ground water aquifers occurs:
 - (7) The Licensee shall permit the Minister or the Director, or any person duly appointed by either of them at all reasonable times to enter upon the land and survey and examine the condition thereof:
 - (8) The Licensee shall, in using and exercising the licence hereby granted, take all necessary action to afford adequate protection against detriment resulting from the conduct of operations in pursuance of the licence:
 - (9) The Licensee shall perform and comply with all of the conditions set out in First & Second Schedules attached hereto.

Ref: T02739

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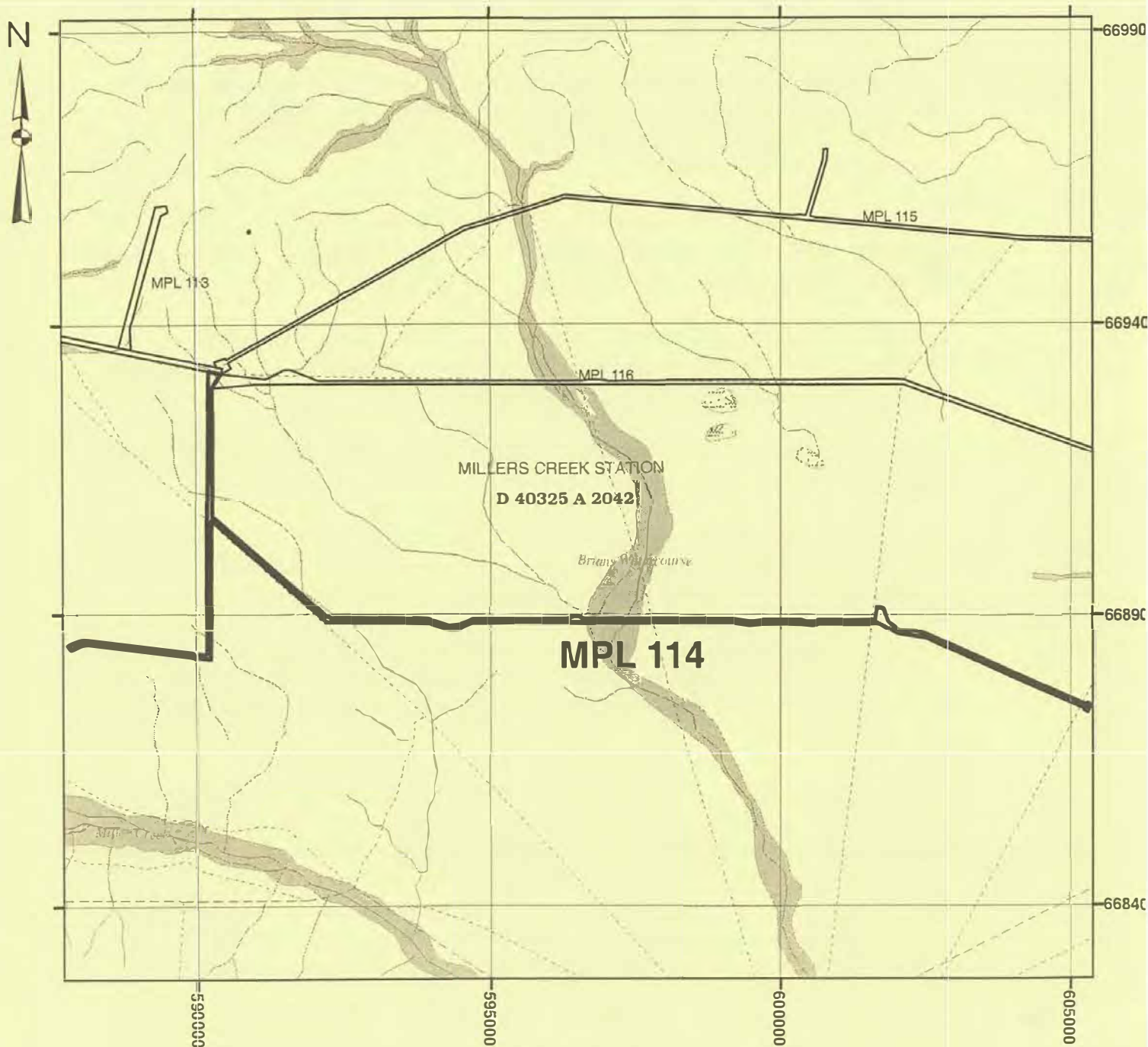
3. Any notice to be given to or demand to be made upon the Licensee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Licensee at the address of the Licensee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Licensee within three days following the day on which the envelope containing such notice or demand is posted.
4. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in this licence, 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:
 - (i) 'amendment' includes an addition, excision or substitution;
 - (ii) 'the Act' means the Mining Act, 1971, as amended, together with any amendment thereof;
 - (iii) 'the Director' means the Director of Mines;
 - (iv) 'the land' includes any part thereof;
 - (v) 'the Licensee' means and includes:
 - (aa) in the case of a natural person the executors, administrators and assigns of that person;
 - (bb) in the case of a body corporate the successors, administrators or permitted assigns thereof;
 - (vi) 'the Minister' means the Minister for Primary Industries, Natural Resources and Regional Development, being a corporation sole pursuant to the provisions of the Act;
 - (vii) 'the Regulations' means the Regulations under the Act in force for the time being;
 - (viii) 'the term' includes any renewal or extension thereof.

FIRST SCHEDULE

1. The Miscellaneous Purposes Licence (MPL) is granted for the purpose of the construction and operation of a borefield and associated infrastructure specifically for use in association with the mining operation known as the Prominent Hill mine authorised under mining tenement ML 6228.
2. If in the opinion of the Minister the scope of operations associated with this MPL have been significantly modified, the Minister may review the licence conditions of this MPL, including any bond under this MPL, and impose new licence conditions as necessary.
3. The Licensee must not commence or undertake any operations on the land under the MPL, until a MARP, for this borefield and associated MPL's 93 & 94, has been approved by the Minister.
4. The MARP must comply with the requirements of guidelines approved by the Director of Mines and include environmental outcomes and criteria that are developed in consultation with relevant stakeholders.
5. The Licensee agrees to the approved MARP being made available for public inspection.
6. The Licensee must demonstrate upon request and to the Director of Mines, the Licensee's capability and competence to comply with the requirements of the *Mining Act, 1971*, the conditions of this licence, and the MARP.
7. The Licensee accepts that the Director of Mines may withdraw a MARP approval if in the Director's opinion, the licensee is not complying with the approval, or has not demonstrated satisfactory capability to comply with the approval.
8. The Licensee must provide to the Director of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the licence and compliance with the approved MARP. The MARCR must be submitted every year, within 2 months after the anniversary of the date the licence was granted, or at some other time agreed with the Director of Mines in accordance with guidelines approved by the Director of Mines. The licensee agrees to the MARCR being made available for public inspection.
9. The Licensee must, if requested by the Director of Mines, undertake an independent audit of achievement of the environmental outcomes in the MARP, by an independent expert approved by the Director of Mines. The audit will be made available to the public, in a manner and form as determined by the Director of Mines.
10. Prior to License relinquishment, the Licensee must provide to the Minister a Mine Completion Report prepared in consultation with the landowner and in accordance with guidelines approved by the Director of Mines, which demonstrates achievement of the closure criteria as specified in the current MARP.

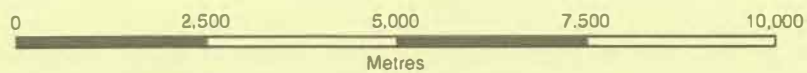
ANNEXURE 'A'

OUT OF HUNDREDS (BILLA KALINA)



SCALE

1 : 100 000



Data supplied by lessee
Coordinates MGA Zone 53

11. The Licensee must, prior to commencing operations under this Licence and for the duration of the Licence maintain public liability insurance to cover all operations under the Licence (including sudden and accidental pollution) in the name of the Licensee for a sum not less than \$20 million or such greater sum as specified by the Director of Mines, and make such amendments to the terms and conditions of the insurance as the Director of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Director of Mines upon request.

If requested by the Director of Mines, the Licensee must engage a independent and reputable risk assessor to prepare a risk assessment report detailing the public liability risks arising out of the conduct of mining operations on the licence, and recommending the level of amount of public liability cover (in respect of any one occurrence) that should be effected and maintained by the lessee. In preparing the risk assessment report, the assessor must consult with the landowner and the Director of Mines.

In specifying the level of insurance required, the Director of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the lessee may or may not respond to any loss, damage or liability.

12. The Licensee must report any non-compliance with the Act, these conditions and approved MARP to the Director of Mines. A verbal notification must be provided within 24 hours, after the Licensee becomes aware of the non-compliance. A written report must be provided within 3 days or such time period as approved by the Director of Mines.
13. In requesting a review of the bond required under the *Mining Act, 1971* the Minister may request that written quotes from a third party are obtained by the lessee for the cost of rehabilitating the site to the requirements specified in the approved MARP.

The Licensee must meet all the charges and costs in obtaining and maintaining the Bond

SECOND SCHEDULE

Fire

1. The Licensee must in constructing and operating the lease ensure that there are no uncontrolled fires caused by mining operations.

Landholder liaison

2. The Licensee must ensure that the occupier of the land is fully advised of their program of activities, particularly in regard to the impact of operations on the land and rehabilitation progress.

Infrastructure

3. The Licensee must, in constructing and operating the licence, ensure that there is no unauthorised damage to adjacent public or private infrastructure.

Aboriginal and European Heritage

4. The Licensee must in constructing and operating the licence, ensure that there is no disturbance to Aboriginal or European artefacts or sites of significance unless prior approval under the relevant legislation is obtained.

Native Fauna

5. The Licensee must in constructing and operating the licence ensure that there are no net adverse impacts from the site operations on native fauna abundance or diversity in the licence area and in adjacent areas.

Native Vegetation

6. The Licensee must, in constructing and operating the lease ensure no permanent loss of abundance or diversity on or off the licence through: -

- a. Clearance,
- b. Dust/contaminant deposition or
- c. Other damage,

to native vegetation unless prior approval under the relevant legislation is obtained.

Weeds and Pests (feral animals)

7. The Licensee must in constructing and operating the licence ensure no introduction of new weeds, plant pathogens or pests (including feral animals), nor increase in abundance of existing weed or pest species in the licence area and adjacent areas caused by mining operations.

Groundwater and Hydrology

8. The Licensee must, in constructing and operating the licence ensure that there is no adverse impact to the quality and quantity of ground and or surface water caused by mining operations to existing users and water dependent ecosystems.

Rehabilitation

9. The Licensee must demonstrate prior to licence expiry or surrender that the following outcomes will be achieved indefinitely post mine closure to the satisfaction of the Director of Mines: -
 - a. The external visual amenity of the site is in accordance with the reasonable expectations of relevant stakeholders;
 - b. The risks to the health and safety of the public and fauna are as low as reasonably practical;
 - c. The site is ecologically stable and sustainable;
 - d. The site is physically stable;
 - e. All waste materials left onsite are chemically and physically stable; &
 - f. Wells are decommissioned to the satisfaction of DWLBC.

Leading Indicators

10. The MARP must include additional leading indicator criteria for the following outcome: -
 - a. No adverse impact to the quality and quantity of ground and or surface water caused by water extraction operations to existing users and water dependent ecosystems.

EXECUTED

this

24th

day of

December 2008

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority



Name: Helen Thomas
Title: Mining Registrar

SIGNED SEALED AND DELIVERED BY
THE LICENSEE/S

this

24th

day of

October 2008

the Common seal of Oz Minerals Prominent Hill Operations Pty Ltd (ACN 091 546 691)
was hereto affixed by

A handwritten signature in blue ink.

DIRECTOR/SECRETARY

DIRECTOR

Signed for and on behalf of
OZ Minerals Prominent Hill Operations
Pty Ltd. ACN 091 546 691
by its duly authorised Attorney
under Power of Attorney
Michael Francis Wilkes,
6 Leslie Street,
Arenmore,
South Australia
(Signed above).

Witness:

A handwritten signature in blue ink.
Ross B. Swales

INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$5,977.92

MISCELLANEOUS PURPOSES LICENCE

Licence Number 115

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian Mining Act 1971 ("the Act") and the Regulations hereby grants to **Oz Minerals Prominent Hill Operations Pty Ltd (ACN 091 546 691)**("the Licensee") of **Level 9, 31 Queens Street, Melbourne** in the state of Victoria a miscellaneous purposes licence of all those lands containing **130.40 hectares** or thereabouts and situate in **Allotment 2042 DP 40325 OH (Billa Kalina)** in the State of South Australia more particularly delineated on the plan annexed hereto and marked 'A' ("the land") **for the purpose of the construction and operation of a borefield and associated infrastructure specifically for use in association with the mining operation known as the Prominent Hill mine authorised under mining tenement ML 6228**, in the manner set out in the **First and Second Schedules** hereto during a term of **12 years and 303 days** ("the term") commencing on the **third day of October 2008** at the yearly rental, payable in advance, as prescribed by the Regulations upon the conditions prescribed by the Act and the Regulations.
2. IT IS HEREBY FURTHER AGREED AND DECLARED between the parties hereto that the licence is granted upon the further conditions set out hereunder:
 - (1) The Licensee shall pay to the Minister the licence fee at the offices of the Department of Primary Industries and Resources in the State of South Australia:
 - (2) The Licensee may enter upon the land and do all things effective in pursuance or ancillary to the purpose for which this licence is granted and do such things in a fair, orderly, skilful and workmanlike manner:
 - (3) The Licensee will pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land:
 - (4) The Licensee shall comply with the provisions of the Act and Regulations, and the provisions of any other Act and regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
 - (5) The Licensee shall do such things in pursuance of this licence in such a manner so as:-
 - (a) to prevent pollution to or contamination of surface or underground waters; and;
 - (b) to minimise surface damage to the land:
 - (6) The Licensee shall ensure that, in drilling or other underground investigations, no interconnection between ground water aquifers occurs:
 - (7) The Licensee shall permit the Minister or the Director, or any person duly appointed by either of them at all reasonable times to enter upon the land and survey and examine the condition thereof:
 - (8) The Licensee shall, in using and exercising the licence hereby granted, take all necessary action to afford adequate protection against detriment resulting from the conduct of operations in pursuance of the licence:
 - (9) The Licensee shall perform and comply with all of the conditions set out in First & Second Schedules attached hereto.

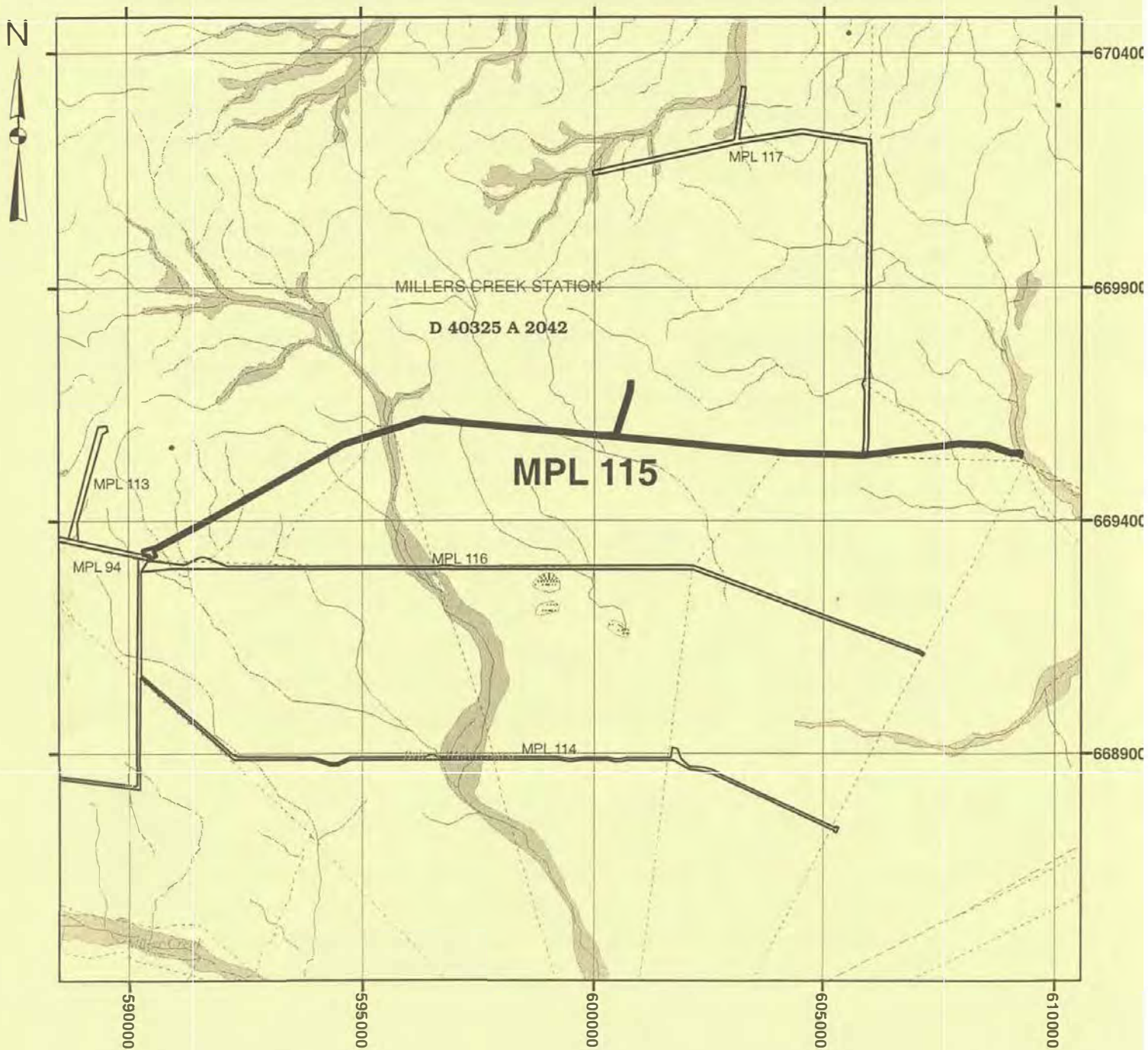
Ref: T02739

RevenueSA - Stamp Duty - ABN 19 040 349 865	
RevNetID/PRA Bundle No.	EX 12084401
Orig Copy	1 of 1
Consideration/Value/Security	\$ 0
SA Proportion (if applicable)	\$ 0
SD: \$	LTO Fees: \$ 0
Int: \$	Pen/Adm Tax: \$ 0
Signature	Date: 10/10/08

3. Any notice to be given to or demand to be made upon the Licensee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Licensee at the address of the Licensee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Licensee within three days following the day on which the envelope containing such notice or demand is posted.
4. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in this licence, 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:
 - (ii) 'amendment' includes an addition, excision or substitution;
 - (ii) 'the Act' means the Mining Act, 1971, as amended, together with any amendment thereof;
 - (iii) 'the Director' means the Director of Mines;
 - (iv) 'the land' includes any part thereof;
 - (v) 'the Licensee' means and includes:
 - (aa) in the case of a natural person the executors, administrators and assigns of that person;
 - (bb) in the case of a body corporate the successors, administrators or permitted assigns thereof;
 - (vi) 'the Minister' means the Minister for Primary Industries, Natural Resources and Regional Development, being a corporation sole pursuant to the provisions of the Act;
 - (vii) 'the Regulations' means the Regulations under the Act in force for the time being;
 - (viii) 'the term' includes any renewal or extension thereof.

ANNEXURE 'A'

OUT OF HUNDREDS (BILLA KALINA)



SCALE

1 : 125 000



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. The Miscellaneous Purposes Licence (MPL) is granted for the purpose of the construction and operation of a borefield and associated infrastructure specifically for use in association with the mining operation known as the Prominent Hill mine authorised under mining tenement ML 6228.
2. If in the opinion of the Minister the scope of operations associated with this MPL have been significantly modified, the Minister may review the licence conditions of this MPL, including any bond under this MPL, and impose new licence conditions as necessary.
3. The Licensee must not commence or undertake any operations on the land under the MPL, until a MARP, for this borefield and associated MPL's 93 & 94, has been approved by the Minister.
4. The MARP must comply with the requirements of guidelines approved by the Director of Mines and include environmental outcomes and criteria that are developed in consultation with relevant stakeholders.
5. The Licensee agrees to the approved MARP being made available for public inspection.
6. The Licensee must demonstrate upon request and to the Director of Mines, the Licensee's capability and competence to comply with the requirements of the *Mining Act, 1971*, the conditions of this licence, and the MARP.
7. The Licensee accepts that the Director of Mines may withdraw a MARP approval if in the Director's opinion, the licensee is not complying with the approval, or has not demonstrated satisfactory capability to comply with the approval.
8. The Licensee must provide to the Director of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the licence and compliance with the approved MARP. The MARCR must be submitted every year, within 2 months after the anniversary of the date the licence was granted, or at some other time agreed with the Director of Mines in accordance with guidelines approved by the Director of Mines. The licensee agrees to the MARCR being made available for public inspection.
9. The Licensee must, if requested by the Director of Mines, undertake an independent audit of achievement of the environmental outcomes in the MARP, by an independent expert approved by the Director of Mines. The audit will be made available to the public, in a manner and form as determined by the Director of Mines.
10. Prior to License relinquishment, the Licensee must provide to the Minister a Mine Completion Report prepared in consultation with the landowner and in accordance with guidelines approved by the Director of Mines, which demonstrates achievement of the closure criteria as specified in the current MARP.

11. The Licensee must, prior to commencing operations under this Licence and for the duration of the Licence maintain public liability insurance to cover all operations under the Licence (including sudden and accidental pollution) in the name of the Licensee for a sum not less than \$20 million or such greater sum as specified by the Director of Mines, and make such amendments to the terms and conditions of the insurance as the Director of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Director of Mines upon request.

If requested by the Director of Mines, the Licensee must engage a independent and reputable risk assessor to prepare a risk assessment report detailing the public liability risks arising out of the conduct of mining operations on the licence, and recommending the level of amount of public liability cover (in respect of any one occurrence) that should be effected and maintained by the lessee. In preparing the risk assessment report, the assessor must consult with the landowner and the Director of Mines.

In specifying the level of insurance required, the Director of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the lessee may or may not respond to any loss, damage or liability.

12. The Licensee must report any non-compliance with the Act, these conditions and approved MARP to the Director of Mines. A verbal notification must be provided within 24 hours, after the Licensee becomes aware of the non-compliance. A written report must be provided within 3 days or such time period as approved by the Director of Mines.
13. In requesting a review of the bond required under the *Mining Act, 1971* the Minister may request that written quotes from a third party are obtained by the lessee for the cost of rehabilitating the site to the requirements specified in the approved MARP.

The Licensee must meet all the charges and costs in obtaining and maintaining the Bond

SECOND SCHEDULE

Fire

1. The Licensee must in constructing and operating the lease ensure that there are no uncontrolled fires caused by mining operations.

Landholder liaison

2. The Licensee must ensure that the occupier of the land is fully advised of their program of activities, particularly in regard to the impact of operations on the land and rehabilitation progress.

Infrastructure

3. The Licensee must, in constructing and operating the licence, ensure that there is no unauthorised damage to adjacent public or private infrastructure.

Aboriginal and European Heritage

4. The Licensee must in constructing and operating the licence, ensure that there is no disturbance to Aboriginal or European artefacts or sites of significance unless prior approval under the relevant legislation is obtained.

Native Fauna

5. The Licensee must in constructing and operating the licence ensure that there are no net adverse impacts from the site operations on native fauna abundance or diversity in the licence area and in adjacent areas.

Native Vegetation

6. The Licensee must, in constructing and operating the lease ensure no permanent loss of abundance or diversity on or off the licence through: -
 - a. Clearance,
 - b. Dust/contaminant deposition or
 - c. Other damage,

to native vegetation unless prior approval under the relevant legislation is obtained.

Weeds and Pests (feral animals)

7. The Licensee must in constructing and operating the licence ensure no introduction of new weeds, plant pathogens or pests (including feral animals), nor increase in abundance of existing weed or pest species in the licence area and adjacent areas caused by mining operations.

Groundwater and Hydrology

8. The Licensee must, in constructing and operating the licence ensure that there is no adverse impact to the quality and quantity of ground and or surface water caused by mining operations to existing users and water dependent ecosystems.

Rehabilitation

9. The Licensee must demonstrate prior to licence expiry or surrender that the following outcomes will be achieved indefinitely post mine closure to the satisfaction of the Director of Mines: -
 - a. The external visual amenity of the site is in accordance with the reasonable expectations of relevant stakeholders;
 - b. The risks to the health and safety of the public and fauna are as low as reasonably practical;
 - c. The site is ecologically stable and sustainable;
 - d. The site is physically stable;
 - e. All waste materials left onsite are chemically and physically stable; &
 - f. Wells are decommissioned to the satisfaction of DWLBC.

Leading Indicators

10. The MARP must include additional leading indicator criteria for the following outcome: -

- a. No adverse impact to the quality and quantity of ground and or surface water caused by water extraction operations to existing users and water dependent ecosystems.

EXECUTED

this

24th

day of

December

2008

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority



signature

Name: Helen Thomas
Title: Mining Registrar

**SIGNED SEALED AND DELIVERED BY
THE LICENSEE/S**

this

24th

day of

October

2008

the Common seal of **Oz Minerals Prominent Hill Operations Pty Ltd (ACN 091 546 691)**
was hereto affixed by

.....
DIRECTOR/SECRETARY

.....
DIRECTOR

Signed Brandon behalf of
Oz Minerals Prominent Hill Operations
Pty Ltd ACN 091 546 691
by its duly appointed Attorney
under Power of Attorney,
Michael Francis Wilkes
6 Leslie Street,
Glen Osmond
South Australia
(Signed above).

Witness:

Brec. B. Sawers.

INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.
\$5,085.60

MISCELLANEOUS PURPOSES LICENCE

Licence Number 116

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian Mining Act 1971 ("the Act") and the Regulations hereby grants to **Oz Minerals Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Licensee") of **Level 9, 31 Queens Street, Melbourne** in the state of Victoria a miscellaneous purposes licence of all those lands containing **138.43 hectares** or thereabouts and situate in **Allotment 2042 DP 40325 OH (Billa Kalina)** in the State of South Australia more particularly delineated on the plan annexed hereto and marked 'A' ("the land") **for the purpose of the construction and operation of a borefield and associated infrastructure specifically for use in association with the mining operation known as the Prominent Hill mine authorised under mining tenement ML 6228**, in the manner set out in the **First and Second Schedules** hereto during a term of **12 years and 303 days** ("the term") commencing on the **third day of October 2008** at the yearly rental, payable in advance, as prescribed by the Regulations upon the conditions prescribed by the Act and the Regulations.
2. IT IS HEREBY FURTHER AGREED AND DECLARED between the parties hereto that the licence is granted upon the further conditions set out hereunder:
 - (1) The Licensee shall pay to the Minister the licence fee at the offices of the Department of Primary Industries and Resources in the State of South Australia:
 - (2) The Licensee may enter upon the land and do all things effective in pursuance or ancillary to the purpose for which this licence is granted and do such things in a fair, orderly, skilful and workmanlike manner:
 - (3) The Licensee will pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land:
 - (4) The Licensee shall comply with the provisions of the Act and Regulations, and the provisions of any other Act and regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
 - (5) The Licensee shall do such things in pursuance of this licence in such a manner so as:-
 - (a) to prevent pollution to or contamination of surface or underground waters; and;
 - (b) to minimise surface damage to the land:
 - (6) The Licensee shall ensure that, in drilling or other underground investigations, no interconnection between ground water aquifers occurs:
 - (7) The Licensee shall permit the Minister or the Director, or any person duly appointed by either of them at all reasonable times to enter upon the land and survey and examine the condition thereof:
 - (8) The Licensee shall, in using and exercising the licence hereby granted, take all necessary action to afford adequate protection against detriment resulting from the conduct of operations in pursuance of the licence:
 - (9) The Licensee shall perform and comply with all of the conditions set out in First & Second Schedules attached hereto.

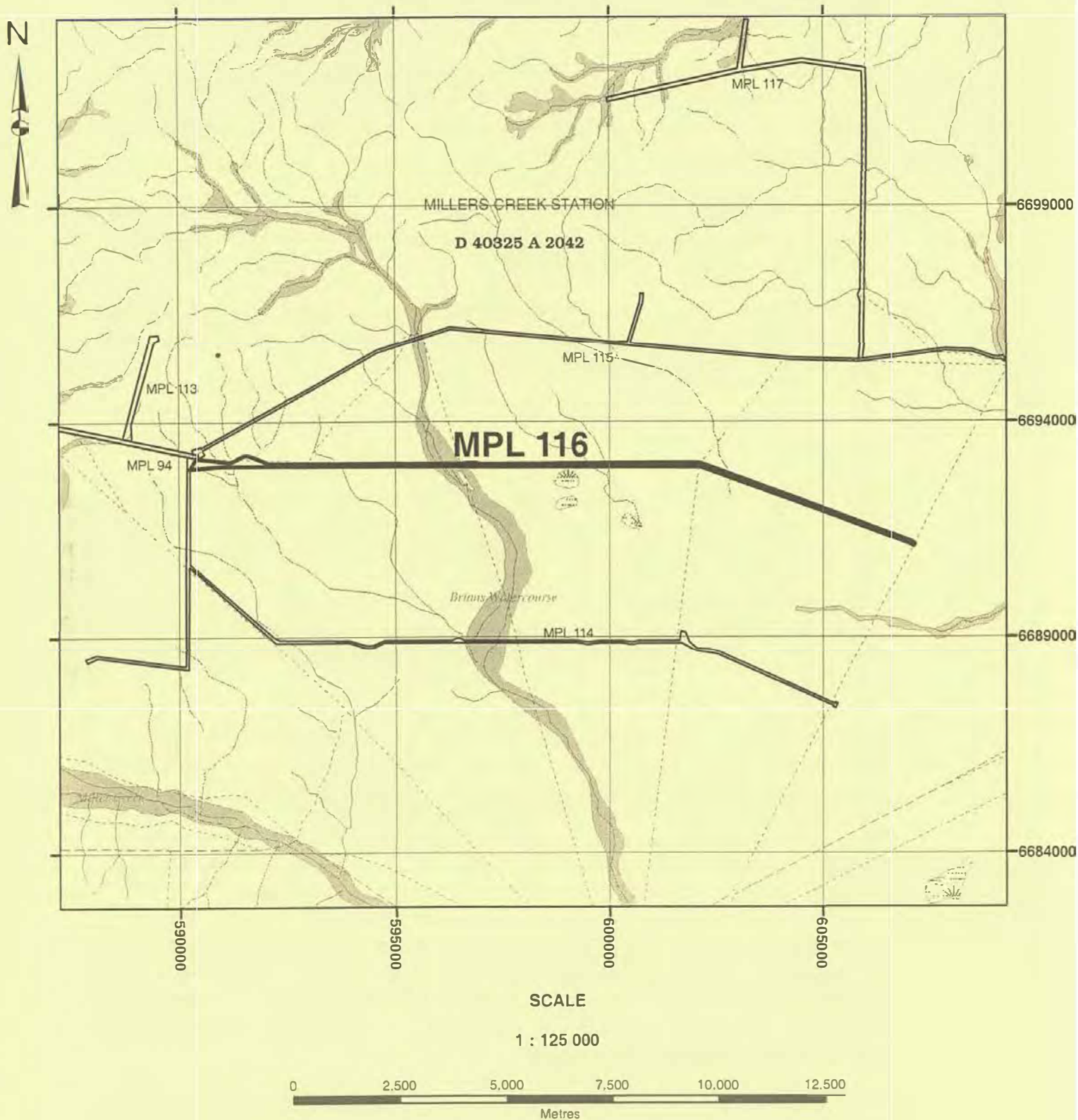
Ref: T02739

RevenueSA - Stamp Duty - ABN 19 040 349 865	
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Consideration/Value/Security:	\$ 0
SA Proportion (if applicable):	\$ 0
SD: \$	0
LTO Fees: \$	0
Int: \$	0
Pen/Adj Tax: \$	0
Signature:	Date: 6/1/09

3. Any notice to be given to or demand to be made upon the Licensee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Licensee at the address of the Licensee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Licensee within three days following the day on which the envelope containing such notice or demand is posted.
4. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in this licence, 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:
 - (i) 'amendment' includes an addition, excision or substitution;
 - (ii) 'the Act' means the Mining Act, 1971, as amended, together with any amendment thereof;
 - (iii) 'the Director' means the Director of Mines;
 - (iv) 'the land' includes any part thereof;
 - (v) 'the Licensee' means and includes:
 - (aa) in the case of a natural person the executors, administrators and assigns of that person;
 - (bb) in the case of a body corporate the successors, administrators or permitted assigns thereof;
 - (vi) 'the Minister' means the Minister for Primary Industries, Natural Resources and Regional Development, being a corporation sole pursuant to the provisions of the Act;
 - (vii) 'the Regulations' means the Regulations under the Act in force for the time being;
 - (viii) 'the term' includes any renewal or extension thereof.

ANNEXURE 'A'

OUT OF HUNDREDS (BILLA KALINA)



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. The Miscellaneous Purposes Licence (MPL) is granted for the purpose of the construction and operation of a borefield and associated infrastructure specifically for use in association with the mining operation known as the Prominent Hill mine authorised under mining tenement ML 6228.
2. If in the opinion of the Minister the scope of operations associated with this MPL have been significantly modified, the Minister may review the licence conditions of this MPL, including any bond under this MPL, and impose new licence conditions as necessary.
3. The Licensee must not commence or undertake any operations on the land under the MPL, until a MARP, for this borefield and associated MPL's 93 & 94, has been approved by the Minister.
4. The MARP must comply with the requirements of guidelines approved by the Director of Mines and include environmental outcomes and criteria that are developed in consultation with relevant stakeholders.
5. The Licensee agrees to the approved MARP being made available for public inspection.
6. The Licensee must demonstrate upon request and to the Director of Mines, the Licensee's capability and competence to comply with the requirements of the *Mining Act, 1971*, the conditions of this licence, and the MARP.
7. The Licensee accepts that the Director of Mines may withdraw a MARP approval if in the Director's opinion, the licensee is not complying with the approval, or has not demonstrated satisfactory capability to comply with the approval.
8. The Licensee must provide to the Director of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the licence and compliance with the approved MARP. The MARCR must be submitted every year, within 2 months after the anniversary of the date the licence was granted, or at some other time agreed with the Director of Mines in accordance with guidelines approved by the Director of Mines. The licensee agrees to the MARCR being made available for public inspection.
9. The Licensee must, if requested by the Director of Mines, undertake an independent audit of achievement of the environmental outcomes in the MARP, by an independent expert approved by the Director of Mines. The audit will be made available to the public, in a manner and form as determined by the Director of Mines.
10. Prior to License relinquishment, the Licensee must provide to the Minister a Mine Completion Report prepared in consultation with the landowner and in accordance with guidelines approved by the Director of Mines, which demonstrates achievement of the closure criteria as specified in the current MARP.

11. The Licensee must, prior to commencing operations under this Licence and for the duration of the Licence maintain public liability insurance to cover all operations under the Licence (including sudden and accidental pollution) in the name of the Licensee for a sum not less than \$20 million or such greater sum as specified by the Director of Mines, and make such amendments to the terms and conditions of the insurance as the Director of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Director of Mines upon request.

If requested by the Director of Mines, the Licensee must engage a independent and reputable risk assessor to prepare a risk assessment report detailing the public liability risks arising out of the conduct of mining operations on the licence, and recommending the level of amount of public liability cover (in respect of any one occurrence) that should be effected and maintained by the lessee. In preparing the risk assessment report, the assessor must consult with the landowner and the Director of Mines.

In specifying the level of insurance required, the Director of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the lessee may or may not respond to any loss, damage or liability.

12. The Licensee must report any non-compliance with the Act, these conditions and approved MARP to the Director of Mines. A verbal notification must be provided within 24 hours, after the Licensee becomes aware of the non-compliance. A written report must be provided within 3 days or such time period as approved by the Director of Mines.
13. In requesting a review of the bond required under the *Mining Act, 1971* the Minister may request that written quotes from a third party are obtained by the lessee for the cost of rehabilitating the site to the requirements specified in the approved MARP.

The Licensee must meet all the charges and costs in obtaining and maintaining the Bond

SECOND SCHEDULE

Fire

1. The Licensee must in constructing and operating the lease ensure that there are no uncontrolled fires caused by mining operations.

Landholder liaison

2. The Licensee must ensure that the occupier of the land is fully advised of their program of activities, particularly in regard to the impact of operations on the land and rehabilitation progress.

Infrastructure

3. The Licensee must, in constructing and operating the licence, ensure that there is no unauthorised damage to adjacent public or private infrastructure.

Aboriginal and European Heritage

4. The Licensee must in constructing and operating the licence, ensure that there is no disturbance to Aboriginal or European artefacts or sites of significance unless prior approval under the relevant legislation is obtained.

Native Fauna

5. The Licensee must in constructing and operating the licence ensure that there are no net adverse impacts from the site operations on native fauna abundance or diversity in the licence area and in adjacent areas.

Native Vegetation

6. The Licensee must, in constructing and operating the lease ensure no permanent loss of abundance or diversity on or off the licence through: -

- a. Clearance,
- b. Dust/contaminant deposition or
- c. Other damage,

to native vegetation unless prior approval under the relevant legislation is obtained.

Weeds and Pests (feral animals)

7. The Licensee must in constructing and operating the licence ensure no introduction of new weeds, plant pathogens or pests (including feral animals), nor increase in abundance of existing weed or pest species in the licence area and adjacent areas caused by mining operations.

Groundwater and Hydrology

8. The Licensee must, in constructing and operating the licence ensure that there is no adverse impact to the quality and quantity of ground and or surface water caused by mining operations to existing users and water dependent ecosystems.

Rehabilitation

9. The Licensee must demonstrate prior to licence expiry or surrender that the following outcomes will be achieved indefinitely post mine closure to the satisfaction of the Director of Mines: -
 - a. The external visual amenity of the site is in accordance with the reasonable expectations of relevant stakeholders;
 - b. The risks to the health and safety of the public and fauna are as low as reasonably practical;
 - c. The site is ecologically stable and sustainable;
 - d. The site is physically stable;
 - e. All waste materials left onsite are chemically and physically stable; &
 - f. Wells are decommissioned to the satisfaction of DWLBC.

Leading Indicators

10. The MARP must include additional leading indicator criteria for the following outcome: -

- a. No adverse impact to the quality and quantity of ground and or surface water caused by water extraction operations to existing users and water dependent ecosystems.

EXECUTED

this

24th

day of

December 2008

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority



signature

Name: Helen Thomas
Title: Mining Registrar

SIGNED SEALED AND DELIVERED BY
THE LICENSEE/S

this

24th

day of

October 2008

the Common seal of Oz Minerals Prominent Hill Operations Pty Ltd (ACN 091 546 691)
was hereto affixed by

A handwritten signature in brown ink.

DIRECTOR/SECRETARY

DIRECTOR

Signed for and on behalf of
OZ Minerals Prominent Hill Operations
Pty. Ltd. ACN 091 546 691
by its duly authorised Attorney
under Power of Attorney.
Michael Francis Wilkes.
6 Leslie Street
Aren Osmond
South Australia.
(Signed above).

Witness:

A handwritten signature in brown ink.

Rees B. SAWERS.

INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$5,398.77

MISCELLANEOUS PURPOSES LICENCE

Licence Number 117

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian Mining Act 1971 ("the Act") and the Regulations hereby grants to **Oz Minerals Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Licensee") of **Level 9, 31 Queens Street, Melbourne** in the state of Victoria a miscellaneous purposes licence of all those lands containing **139.77 hectares** or thereabouts and situate in **Allotment 2042 DP 40325 OH (Billa Kalina)** in the State of South Australia more particularly delineated on the plan annexed hereto and marked 'A' ("the land") **for the purpose of the construction and operation of a borefield and associated infrastructure specifically for use in association with the mining operation known as the Prominent Hill mine authorised under mining tenement ML 6228**, in the manner set out in the **First and Second Schedules** hereto during a term of **12 years and 303 days** ("the term") commencing on the **third day of October 2008** at the yearly rental, payable in advance, as prescribed by the Regulations upon the conditions prescribed by the Act and the Regulations.
2. IT IS HEREBY FURTHER AGREED AND DECLARED between the parties hereto that the licence is granted upon the further conditions set out hereunder:
 - (1) The Licensee shall pay to the Minister the licence fee at the offices of the Department of Primary Industries and Resources in the State of South Australia:
 - (2) The Licensee may enter upon the land and do all things effective in pursuance or ancillary to the purpose for which this licence is granted and do such things in a fair, orderly, skilful and workmanlike manner:
 - (3) The Licensee will pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land:
 - (4) The Licensee shall comply with the provisions of the Act and Regulations, and the provisions of any other Act and regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
 - (5) The Licensee shall do such things in pursuance of this licence in such a manner so as:-
 - (a) to prevent pollution to or contamination of surface or underground waters; and;
 - (b) to minimise surface damage to the land:
 - (6) The Licensee shall ensure that, in drilling or other underground investigations, no interconnection between ground water aquifers occurs:
 - (7) The Licensee shall permit the Minister or the Director, or any person duly appointed by either of them at all reasonable times to enter upon the land and survey and examine the condition thereof:
 - (8) The Licensee shall, in using and exercising the licence hereby granted, take all necessary action to afford adequate protection against detriment resulting from the conduct of operations in pursuance of the licence:
 - (9) The Licensee shall perform and comply with all of the conditions set out in First & Second Schedules attached hereto:-

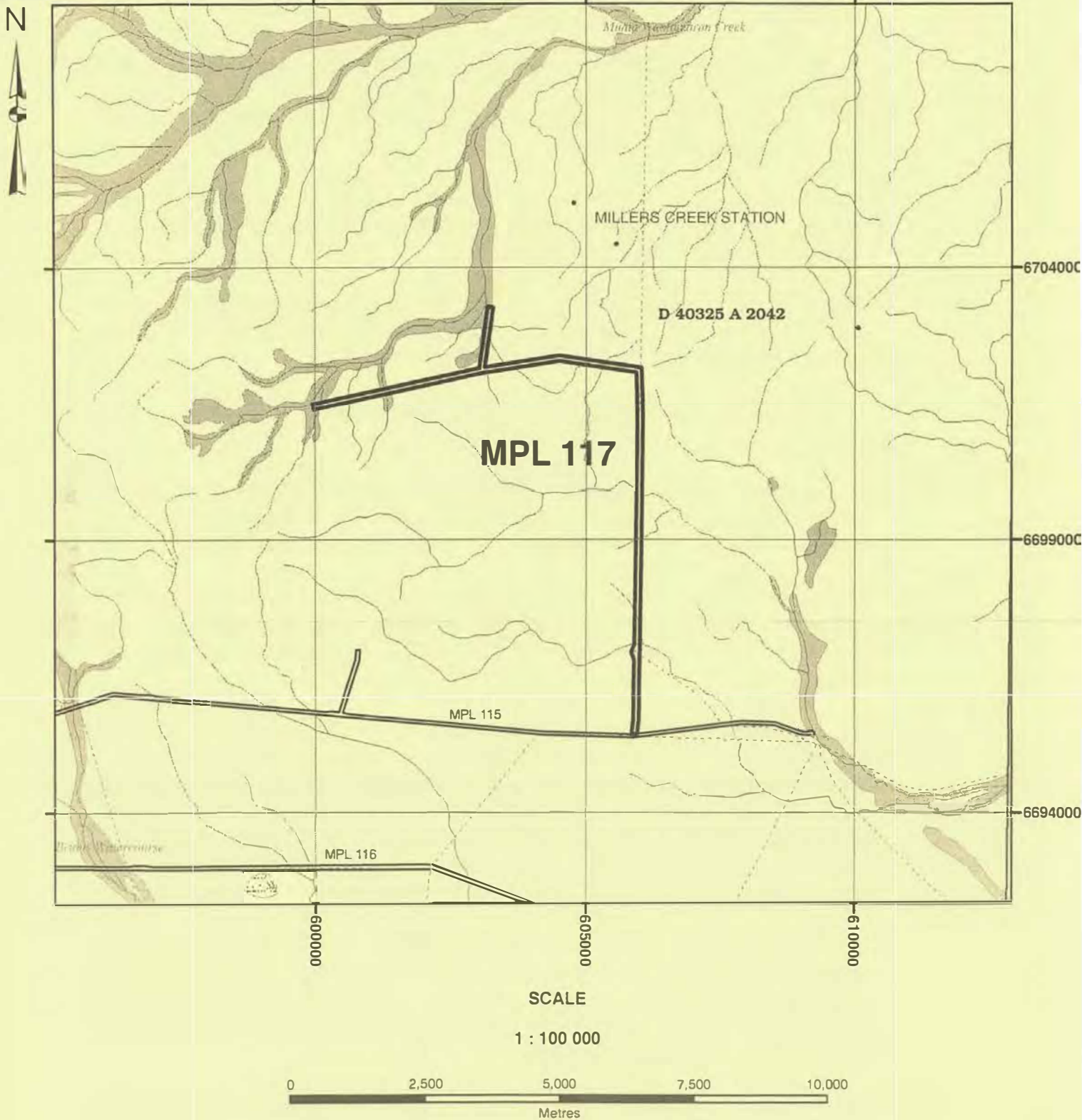
Ref: T02739

RevenueSA - Stamp Duty - ABN 19 040 349 855	
RevNetID/PRA Bundle No: 2x2084157	
Orig Copy	1 (of 1) copies
Consideration/Value/Security:	\$ 0
SA Proportion (if applicable):	\$ 0
SD: \$	0 LTO Fees: \$ 0
Int: \$	0 Pen/Add Tax: 0
Signature: <i>[Signature]</i>	Date: 6/1/09

3. Any notice to be given to or demand to be made upon the Licensee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Licensee at the address of the Licensee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Licensee within three days following the day on which the envelope containing such notice or demand is posted.
4. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in this licence, 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:
 - (i) 'amendment' includes an addition, excision or substitution;
 - (ii) 'the Act' means the Mining Act, 1971, as amended, together with any amendment thereof;
 - (iii) 'the Director' means the Director of Mines;
 - (iv) 'the land' includes any part thereof;
 - (v) 'the Licensee' means and includes:
 - (aa) in the case of a natural person the executors, administrators and assigns of that person;
 - (bb) in the case of a body corporate the successors, administrators or permitted assigns thereof;
 - (vi) 'the Minister' means the Minister for Primary Industries, Natural Resources and Regional Development, being a corporation sole pursuant to the provisions of the Act;
 - (vii) 'the Regulations' means the Regulations under the Act in force for the time being;
 - (viii) 'the term' includes any renewal or extension thereof.

ANNEXURE 'A'

OUT OF HUNDREDS (BILLA KALINA)



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. The Miscellaneous Purposes Licence (MPL) is granted for the purpose of the construction and operation of a borefield and associated infrastructure specifically for use in association with the mining operation known as the Prominent Hill mine authorised under mining tenement ML 6228.
2. If in the opinion of the Minister the scope of operations associated with this MPL have been significantly modified, the Minister may review the licence conditions of this MPL, including any bond under this MPL, and impose new licence conditions as necessary.
3. The Licensee must not commence or undertake any operations on the land under the MPL, until a MARP, for this borefield and associated MPL's 93 & 94, has been approved by the Minister.
4. The MARP must comply with the requirements of guidelines approved by the Director of Mines and include environmental outcomes and criteria that are developed in consultation with relevant stakeholders.
5. The Licensee agrees to the approved MARP being made available for public inspection.
6. The Licensee must demonstrate upon request and to the Director of Mines, the Licensee's capability and competence to comply with the requirements of the *Mining Act, 1971*, the conditions of this licence, and the MARP.
7. The Licensee accepts that the Director of Mines may withdraw a MARP approval if in the Director's opinion, the licensee is not complying with the approval, or has not demonstrated satisfactory capability to comply with the approval.
8. The Licensee must provide to the Director of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the licence and compliance with the approved MARP. The MARCR must be submitted every year, within 2 months after the anniversary of the date the licence was granted, or at some other time agreed with the Director of Mines in accordance with guidelines approved by the Director of Mines. The licensee agrees to the MARCR being made available for public inspection.
9. The Licensee must, if requested by the Director of Mines, undertake an independent audit of achievement of the environmental outcomes in the MARP, by an independent expert approved by the Director of Mines. The audit will be made available to the public, in a manner and form as determined by the Director of Mines.
10. Prior to License relinquishment, the Licensee must provide to the Minister a Mine Completion Report prepared in consultation with the landowner and in accordance with guidelines approved by the Director of Mines, which demonstrates achievement of the closure criteria as specified in the current MARP.

11. The Licensee must, prior to commencing operations under this Licence and for the duration of the Licence maintain public liability insurance to cover all operations under the Licence (including sudden and accidental pollution) in the name of the Licensee for a sum not less than \$20 million or such greater sum as specified by the Director of Mines, and make such amendments to the terms and conditions of the insurance as the Director of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Director of Mines upon request.

If requested by the Director of Mines, the Licensee must engage a independent and reputable risk assessor to prepare a risk assessment report detailing the public liability risks arising out of the conduct of mining operations on the licence, and recommending the level of amount of public liability cover (in respect of any one occurrence) that should be effected and maintained by the lessee. In preparing the risk assessment report, the assessor must consult with the landowner and the Director of Mines.

In specifying the level of insurance required, the Director of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the lessee may or may not respond to any loss, damage or liability.

12. The Licensee must report any non-compliance with the Act, these conditions and approved MARP to the Director of Mines. A verbal notification must be provided within 24 hours, after the Licensee becomes aware of the non-compliance. A written report must be provided within 3 days or such time period as approved by the Director of Mines.
13. In requesting a review of the bond required under the *Mining Act, 1971* the Minister may request that written quotes from a third party are obtained by the lessee for the cost of rehabilitating the site to the requirements specified in the approved MARP.

The Licensee must meet all the charges and costs in obtaining and maintaining the Bond

SECOND SCHEDULE

Fire

1. The Licensee must in constructing and operating the lease ensure that there are no uncontrolled fires caused by mining operations.

Landholder liaison

2. The Licensee must ensure that the occupier of the land is fully advised of their program of activities, particularly in regard to the impact of operations on the land and rehabilitation progress.

Infrastructure

3. The Licensee must, in constructing and operating the licence, ensure that there is no unauthorised damage to adjacent public or private infrastructure.

Aboriginal and European Heritage

4. The Licensee must in constructing and operating the licence, ensure that there is no disturbance to Aboriginal or European artefacts or sites of significance unless prior approval under the relevant legislation is obtained.

Native Fauna

5. The Licensee must in constructing and operating the licence ensure that there are no net adverse impacts from the site operations on native fauna abundance or diversity in the licence area and in adjacent areas.

Native Vegetation

6. The Licensee must, in constructing and operating the lease ensure no permanent loss of abundance or diversity on or off the licence through: -
 - a. Clearance,
 - b. Dust/contaminant deposition or
 - c. Other damage,

to native vegetation unless prior approval under the relevant legislation is obtained.

Weeds and Pests (feral animals)

7. The Licensee must in constructing and operating the licence ensure no introduction of new weeds, plant pathogens or pests (including feral animals), nor increase in abundance of existing weed or pest species in the licence area and adjacent areas caused by mining operations.

Groundwater and Hydrology

8. The Licensee must, in constructing and operating the licence ensure that there is no adverse impact to the quality and quantity of ground and or surface water caused by mining operations to existing users and water dependent ecosystems.

Rehabilitation

9. The Licensee must demonstrate prior to licence expiry or surrender that the following outcomes will be achieved indefinitely post mine closure to the satisfaction of the Director of Mines: -
 - a. The external visual amenity of the site is in accordance with the reasonable expectations of relevant stakeholders;
 - b. The risks to the health and safety of the public and fauna are as low as reasonably practical;
 - c. The site is ecologically stable and sustainable;
 - d. The site is physically stable;
 - e. All waste materials left onsite are chemically and physically stable; &
 - f. Wells are decommissioned to the satisfaction of DWLBC.

Leading Indicators

10. The MARP must include additional leading indicator criteria for the following outcome: -

- a. No adverse impact to the quality and quantity of ground and or surface water caused by water extraction operations to existing users and water dependent ecosystems.

EXECUTED

this

24th

day of

December

2008

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority



Name: Helen Thomas
Title: Mining Registrar

**SIGNED SEALED AND DELIVERED BY
THE LICENSEE/S**

this

24th

day of

October

2008

the Common seal of **Oz Minerals Prominent Hill Operations Pty Ltd (ACN 091 546 691)**
was hereto affixed by

A handwritten signature in brown ink, appearing to be 'M. Dill'.

.....
DIRECTOR/SECRETARY

.....
DIRECTOR

Signed for and on behalf of
Oz Minerals Prominent Hill Operations
Pty Ltd. ACN 091 546 691
by its duly authorised Attorney
under Power of Attorney.
Michael Francis Wilkes
6 Leslie Street
Aren Osmond.
South Australia
(Signed above).

Witness: Ross B. SAWERS.

INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$5,451.03

MISCELLANEOUS PURPOSES LICENCE

Licence Number 81

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian Mining Act 1971 ("the Act") and the Regulations hereby grants to **Minex (SA) Pty Ltd (ACN 091 546 691)** ("the Licensee") of **Level 9, 31 Queen Street Melbourne** in the state of Victoria a miscellaneous purposes licence of all those lands containing **84 hectares** or thereabouts and situate in **Allotment 2041, DP40325, OH(Billakalina)** in the State of South Australia more particularly delineated on the plan annexed hereto and marked 'A' ("the land") for the purpose of **Construction of well field, pipeline and service track** in the manner set out in the **First and Second Schedules** hereto during a term of **fourteen (14) years three hundred and seventeen (317) days** ("the term") commencing on the **nineteen day of September 2006** at the yearly rental, payable in advance, as prescribed by the Regulations upon the conditions prescribed by the Act and the Regulations.
2. IT IS HEREBY FURTHER AGREED AND DECLARED between the parties hereto that the licence is granted upon the further conditions set out hereunder:
 - (1) The Licensee shall pay to the Minister the licence fee at the offices of the Department of Primary Industries and Resources in the State of South Australia:
 - (2) The Licensee may enter upon the land and do all things effective in pursuance or ancillary to the purpose for which this licence is granted and do such things in a fair, orderly, skilful and workmanlike manner:
 - (3) The Licensee will pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land:
 - (4) The Licensee shall comply with the provisions of the Act and Regulations, and the provisions of any other Act and regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
 - (5) The Licensee shall do such things in pursuance of this licence in such a manner so as:-
 - (a) to prevent pollution to or contamination of surface or underground waters; and;
 - (b) to minimise surface damage to the land:
 - (6) The Licensee shall ensure that, in drilling or other underground investigations, no interconnection between ground water aquifers occurs:
 - (7) The Licensee shall permit the Minister or the Director, or any person duly appointed by either of them at all reasonable times to enter upon the land and survey and examine the condition thereof:
 - (8) The Licensee shall, in using and exercising the licence hereby granted, take all necessary action to afford adequate protection against detriment resulting from the conduct of operations in pursuance of the licence:
 - (9) The Licensee shall perform and comply with all of the conditions set out in Schedule C attached hereto.

Ref: T02602

RevenueSA - Stamp Duty - ABN 19 040 349 865	
RevNetID/PRA Bundle No.:	113739532
Orig/	Copy 1 with 1 copies
Consideration/Value/Security:	\$ 0
SA Proportion (if applicable):	\$ 0
SD: \$	0 LTO Fees: \$ 0
Int: \$	0 Pen/Add Tax: \$ 0
Signature:	Date: 14 / 02 / 07

3. Any notice to be given to or demand to be made upon the Licensee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Licensee at the address of the Licensee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Licensee within three days following the day on which the envelope containing such notice or demand is posted.
4. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in this licence, 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:
 - (i) 'amendment' includes an addition, excision or substitution;
 - (ii) 'the Act' means the Mining Act, 1971, as amended, together with any amendment thereof;
 - (iii) 'the Director' means the Director of Mines;
 - (iv) 'the land' includes any part thereof;
 - (v) 'the Licensee' means and includes:
 - (aa) in the case of a natural person the executors, administrators and assigns of that person;
 - (bb) in the case of a body corporate the successors, administrators or permitted assigns thereof;
 - (vi) 'the Minister' means the Minister for Primary Industries, Natural Resources and Regional Development, being a corporation sole pursuant to the provisions of the Act;
 - (vii) 'the Regulations' means the Regulations under the Act in force for the time being;
 - (viii) 'the term' includes any renewal or extension thereof.

FIRST SCHEDULE

1. The development of a wellfield for use by the Prominent Hill mine may be carried out in the are of the licence.
2. The Licensee must ensure that as part of mine closure, the land disturbed by the development of a wellfield, pipeline and service track is rehabilitated to a post mining land use as specified in the program for mining and rehabilitation.
3. The Licensee must ensure that all employees and contractors on-site are properly advised of the significance of Aboriginal heritage and culture and are to take due care to preserve all Aboriginal Sites and Objects as defined by the *Aboriginal Heritage Act, 1988*.

SECOND SCHEDULE

1. The Licensee must ensure that the operation and construction of the wellfield, pipeline and service track is carried out in an orderly and skilful manner in accordance with a program for mining and rehabilitation (MARF) of the land approved, from time to time, by the Minister.

2. The MARP must comply with the requirements of the guidelines approved by the Chief Inspector of Mines to include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
3. The MARP will at all times be available to the public in a form as determined by the Chief Inspector of Mines.
4. The Licensee must provide to the Chief Inspector of Mines a Mining and Rehabilitation Compliance Report (MARCR) to demonstrate compliance with the MARP.
5. The Licensee must regularly keep the pastoral lessee fully advised of their program of activities, particularly in regard to the impact on the land and rehabilitation.

EXECUTED

this

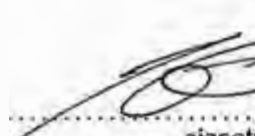
13th

day of

February

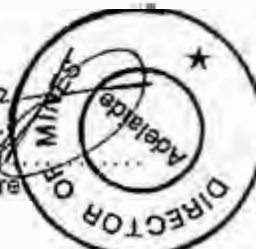
2006 7

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority


signature

Name: Helen Tyrteos

Title: Mining Registrar



**SIGNED SEALED AND DELIVERED BY
THE LICENSEE/S**

this

20th

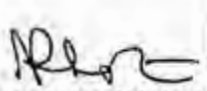
day of

NOVEMBER

2006

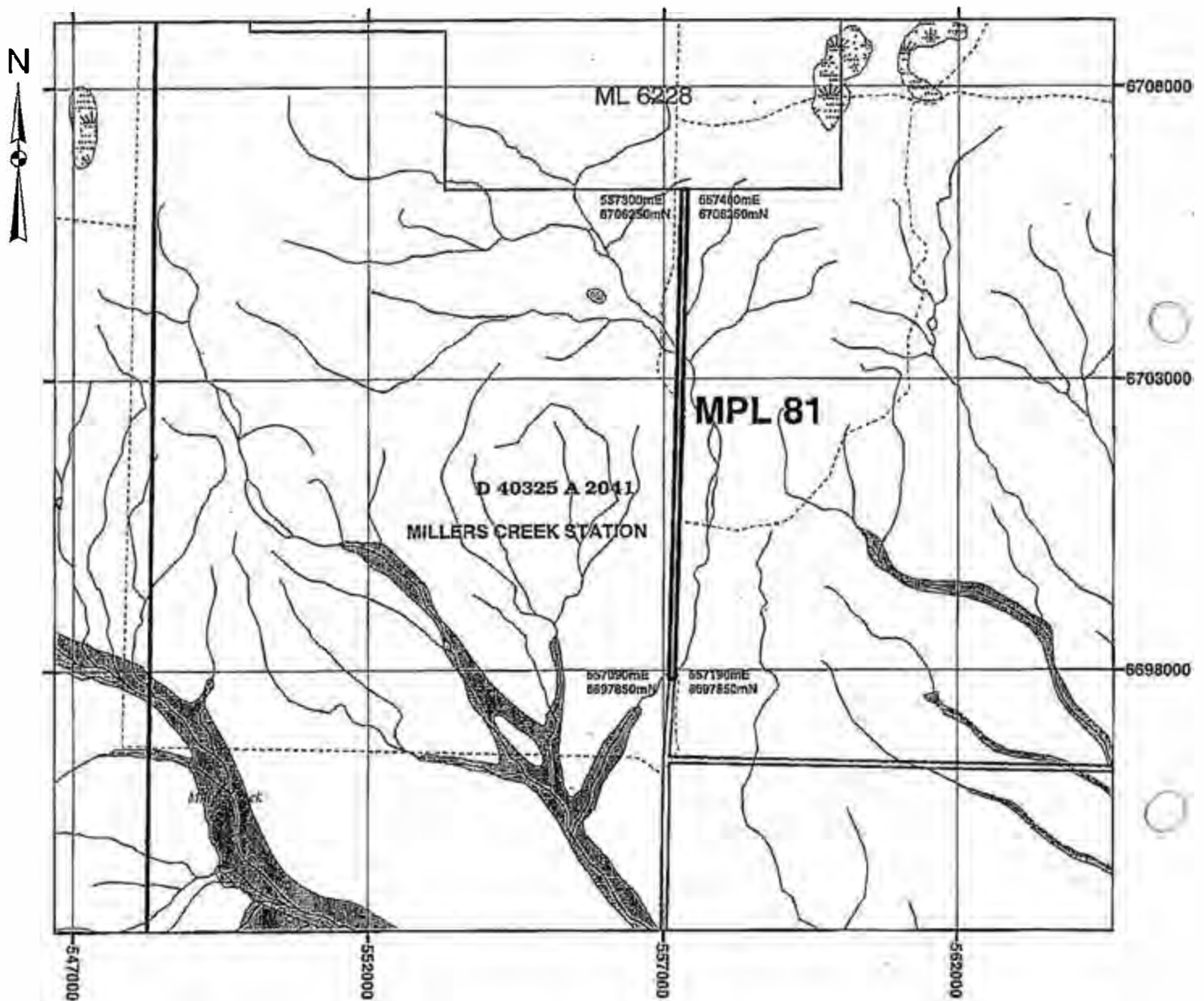
the Common seal of **Minex (SA) Pty Ltd (ACN 091 546 691)**
was hereto affixed by


.....
DIRECTOR/SECRETARY
David J. Forsyth.


.....
DIRECTOR
Peter Letter



ANNEXURE 'A'
OUT OF HUNDREDS (BILLA KALINA)



SCALE

1 : 100 000



Data supplied by lessee
Coordinates MGA Zone 53

INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$1,402.80



Tenement Printout

Tenement:	MPL 81	File Reference:	T02602
Status:	Active		
Holder:	Minex (SA) Pty Ltd Level 9 31 Queen Street MELBOURNE VIC 3000 091 546 691	Phone:	03 8623 2200
ACN:		Fax:	03 8623 2222
Interest:	100%	Mobile:	
Contacts:	Colin, Lake		
			08 8229 6608
			08 8229 6600

Operator:	Minex (SA) Pty Ltd Level 9 31 Queen Street MELBOURNE VIC 3000 091 546 691	Phone:	03 8623 2200
ACN:		Fax:	03 8623 2222
Contacts:	David Wallace		08 8229 6600
	Graeme King		08 8229 6608
	Lake Colin		

General Postal Address: Minex (SA) Pty Ltd
Level 9
31 Queen Street
MELBOURNE VIC 3000

Mine Name:	Prominent Hill mine		
MO #:	MO6038.001		
Start Date:	19/09/2006	Expiry Date:	01/08/2021
Term:	14 Years 317 Days	Surrendered:	
Bond Amount:			
Area:	84.00 Hectares		

Location:

Notes:

Parcel Type	Parcel No.	Plan Type.	Plan No.	Hundred.
Allotment	2041	Deposited	40325	OH (Billakalina)

Special Location
Far North Planning Area

Pastoral Property
Mt. Eba



Ref: MO6038.001
C2006/03046 0000782/JR

MINING REGULATION AND
REHABILITATION BRANCH

Level 5
101 Grenfell St
Adelaide SA 5000

GPO Box 1671
Adelaide SA 5001

Tel (08) 8463 3112
Fax (08) 8463 3109

<http://www.pir.sa.gov.au>
pirsa.miningoregrehab@saugov.sa.gov.au

18 September 2006

Mr Mick Wilkes
General Manager Prominent Hill
Oxiana Limited
Ground Floor
170 Greenhill Rd
PARKSIDE SA 5063

Dear Mr Wilkes

**MINING ACT 1971 – NOTIFICATION OF APPROVED MINING AND
REHABILITATION PROGRAM FOR MPL 81**

The attached Construction Wellfield Mining and Rehabilitation Program Addendum (MARP Addendum) provides supporting documentation for MPL 81. The purpose of MPL 81 is for the development of a wellfield to supply water for construction of the Prominent Hill mine, a pipeline and service road, approximately 115 km SE of Coober Pedy.

The Construction Wellfield MARP Addendum has been approved as an Addendum to Mining and Rehabilitation Program No. ADP2006/028. ADP2006/028 is now the approved program for ML 6228 and MPL 81.

It is a condition of your licence that the operation and construction of the wellfield, pipeline and service track are carried out in an orderly and skilful manner in accordance with this program.

Any significant proposed changes to details stated in this program require further approval by way of an approved amendment, or approval of a new program.

The program can also be amended by the Minister from time to time prior to expiry, and amended upon renewal after expiry, as explained below.

You must comply with all licence conditions, and in the event that there is an inconsistency between this program and a licence condition, the licence condition prevails.

Please ensure that this original approved program is retained for inspection at the mine site office at all times. Preferably a copy of the licence conditions should be kept with it for complete reference to your legal obligations under the licence.

Approval and review of program

1. The Minister reserves the right to amend this program at any time after consultation with the licensee, and the amended program will be the approved program from the date of the amendment.
2. The licensee may propose an amendment of the program at any time by submission in writing to the Minister, and if the proposed amendment is accepted, the amended program will be the approved program from the date of the amendment.
3. Depending on the extent of any amendments the Minister may require the licensee to replace the approved program with a new program for approval.

The program and the licence relate only to the requirements of the South Australia *Mining Act, 1971* however there may be other legislation applicable to your mining operation including the *Occupational Health, Safety & Welfare Act 1986 and Regulations 1995*.

Should you require any further assistance, please contact Olando Puccini, Principal Mining Engineer, Ph: 08 8463 3122, Mobile: 0417 869 730.

Yours sincerely



Greg Marshall
CHIEF INSPECTOR OF MINES

Enc: One (1) Approved Construction Wellfield Mining and Rehabilitation Program Addendum

MISCELLANEOUS PURPOSES LICENCE

Licence Number 82

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian Mining Act 1971 ("the Act") and the Regulations hereby grants to **Minex (SA) Pty Ltd (ACN 091 546 691)** ("the Licensee") of **Ground Floor 170 Greenhill Road Parkside** in the state of South Australia a miscellaneous purposes licence of all those lands containing **156.4 hectares** or thereabouts and situate in **Allotment 2041 DP40325 OH (Billakalina) Mt Eba Station** in the State of South Australia more particularly delineated on the plan annexed hereto and marked 'A' ("the land") for the purpose of the **construction of wellfield, pipeline and service track** in the manner set out in the **First and Second Schedules** hereto during a term of **14 (fourteen) years 303 (three hundred and three) days** ("the term") commencing on the **fourth day of October 2006** at the yearly rental, payable in advance, as prescribed by the Regulations upon the conditions prescribed by the Act and the Regulations.
2. IT IS HEREBY FURTHER AGREED AND DECLARED between the parties hereto that the licence is granted upon the further conditions set out hereunder:
 - (1) The Licensee shall pay to the Minister the licence fee at the offices of the Department of Primary Industries and Resources in the State of South Australia:
 - (2) The Licensee may enter upon the land and do all things effective in pursuance or ancillary to the purpose for which this licence is granted and do such things in a fair, orderly, skilful and workmanlike manner:
 - (3) The Licensee will pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land:
 - (4) The Licensee shall comply with the provisions of the Act and Regulations, and the provisions of any other Act and regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
 - (5) The Licensee shall do such things in pursuance of this licence in such a manner so as:-
 - (a) to prevent pollution to or contamination of surface or underground waters; and;
 - (b) to minimise surface damage to the land:
 - (6) The Licensee shall ensure that, in drilling or other underground investigations, no interconnection between ground water aquifers occurs:
 - (7) The Licensee shall permit the Minister or the Director, or any person duly appointed by either of them at all reasonable times to enter upon the land and survey and examine the condition thereof:
 - (8) The Licensee shall, in using and exercising the licence hereby granted, take all necessary action to afford adequate protection against detriment resulting from the conduct of operations in pursuance of the licence:
 - (9) The Licensee shall perform and comply with all of the conditions set out in Schedule C attached hereto.

Ref: T02610

RevenueSA - Stamp Duty - ABN 19 040 349 865 ©	
RevNetID/PRA Bundle No.:	113739656
Orig/Copy	1 with 1 copies
Consideration/Value/Security:	\$ 0
SA Proportion (if applicable):	\$ 0
SD: \$	0 LTO Fees: \$ 0
Int: \$	0 Pen/Add Tax: \$ 0
Signature:	Date: 14 / 02 / 07

3. Any notice to be given to or demand to be made upon the Licensee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Licensee at the address of the Licensee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Licensee within three days following the day on which the envelope containing such notice or demand is posted.
4. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in this licence, 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:
 - (i) 'amendment' includes an addition, excision or substitution;
 - (ii) 'the Act' means the Mining Act, 1971, as amended, together with any amendment thereof;
 - (iii) 'the Director' means the Director of Mines;
 - (iv) 'the land' includes any part thereof;
 - (v) 'the Licensee' means and includes:
 - (aa) in the case of a natural person the executors, administrators and assigns of that person;
 - (bb) in the case of a body corporate the successors, administrators or permitted assigns thereof;
 - (vi) 'the Minister' means the Minister for Primary Industries, Natural Resources and Regional Development, being a corporation sole pursuant to the provisions of the Act;
 - (vii) 'the Regulations' means the Regulations under the Act in force for the time being;
 - (viii) 'the term' includes any renewal or extension thereof.

FIRST SCHEDULE

1. The development of a wellfield for use by the Prominent Hill mine may be carried out in the area of the licence.
2. The Licensee must ensure that as part of mine closure, the land disturbed by the development of a wellfield, pipeline and service track is rehabilitated to a post mining land use as specified in the program for mining and rehabilitation.
3. The Licensee must ensure that all employees and contractors on-site are properly advised of the significance of Aboriginal heritage and culture and are to take due care to preserve all Aboriginal Sites and Objects as defined by the *Aboriginal Heritage Act, 1988*.

SECOND SCHEDULE

1. The Licensee must ensure that the operation and construction of the wellfield, pipeline and service track is carried out in an orderly and skilful manner in accordance with a program for mining and rehabilitation (MARP) of the land approved, from time to time, by the Minister.
2. The MARP must comply with the requirements of the guidelines approved by the Chief Inspector of Mines to include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
3. The MARP will at all times be available to the public in a form as determined by the Chief Inspector of Mines.
4. The Licensee must provide to the Chief Inspector of Mines a Mining and Rehabilitation Compliance Report (MARCR) to demonstrate compliance with the MARP.
5. The Licensee must regularly keep the pastoral lessee fully advised of their program of activities, particularly in regard to the impact on the land and rehabilitation.

EXECUTED

this

19th

day of

February

2008 7

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority


signature

Name: Helen Tyrteos

Title: Mining Registrar

SIGNED SEALED AND DELIVERED BY
THE LICENSEE/S

DATE → this

20th

day of

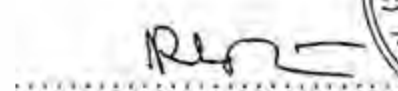
NOVEMBER

2008

the Common seal of Minex (SA) Pty Ltd (ACN 091 546 691)
was hereto affixed by


.....
DIRECTOR/SECRETARY

David J. Forsyth

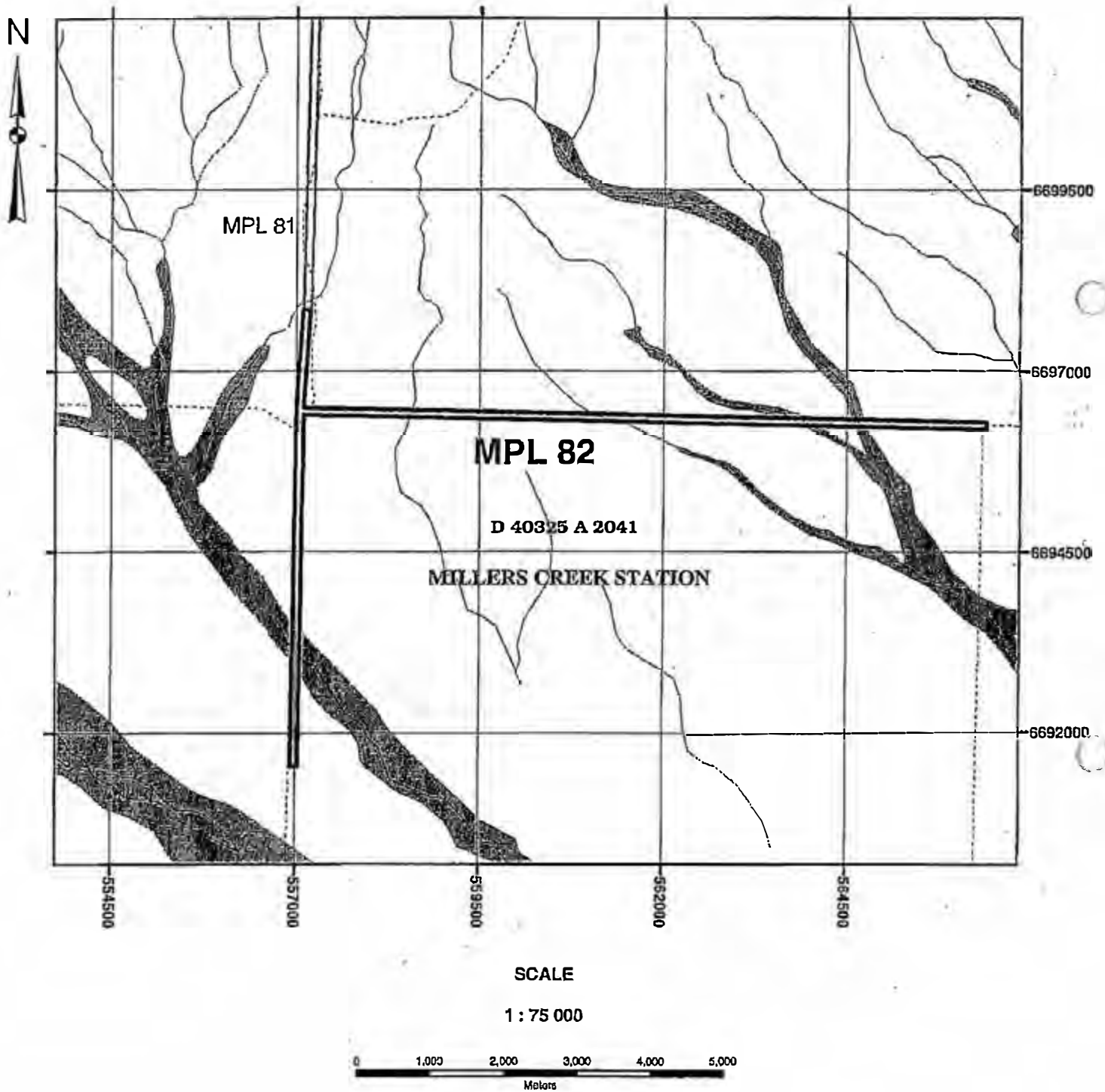

.....
DIRECTOR

Peter Lettel



ANNEXURE 'A'

OUT OF HUNDREDS (BILLA KALINA)



Data supplied by lessee
Coordinates MGA Zone 53

INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$2,611.88



Tenement Printout

Tenement:	MPL 82	File Reference:	T02610
Status:	Active		
Holder:	Minex (SA) Pty Ltd Level 9 31 Queen Street MELBOURNE VIC 3000	Phone:	03 8623 2200
ACN:	091 546 691	Fax:	03 8623 2222
Interest:	100%	Mobile:	
Contacts:	Colln, Lake		
			08 8229 6608
			08 8229 6600

Operator:	Minex (SA) Pty Ltd Level 9 31 Queen Street MELBOURNE VIC 3000	Phone:	03 8623 2200
ACN:	091 546 691	Fax:	03 8623 2222
Contacts:	David Wallace		08 8229 6600
	Graeme King		08 8229 6608
	Lake Colln		

General Postal Address: Minex (SA) Pty Ltd
Level 9
31 Queen Street
MELBOURNE VIC 3000

Mine Name:	Prominent Hill mine		
MO #:	MO6038.001		
Start Date:	04/10/2006	Expiry Date:	01/08/2021
Term:	14 Years 303 Days	Surrendered:	
Bond Amount:			
Area:	156.40 Hectares		
Location:	Approximately 140 km SE of Coober Pedy		

Notes:				
Parcel Type	Parcel No.	Plan Type.	Plan No.	Hundred.
Allotment	2041	Deposited	40325	OH (Billakalina)
Special Location				
Far North Planning Area				
Pastoral Property				
Mt. Eba				

MISCELLANEOUS PURPOSES LICENCE

Licence Number 91

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian Mining Act 1971 ("the Act") and the Regulations hereby grants to **Oxiana Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Licensee") of **Level 9, 31 Queen Street Melbourne** in the state of Victoria a miscellaneous purposes licence of all those lands containing **249.0 hectares** or thereabouts and situate in **Block 1139 OH (Billa Kalina) & Block 1269 OH (Coober Pedy)** in the State of South Australia more particularly delineated on the plan annexed hereto and marked 'A' ("the land") for the purpose of **Constructing and operating a Concentrate Export Road specifically for use in association with the mining operation known as the Prominent Hill Mine** in the manner set out in the **First and Second Schedules** hereto during a term of **thirteen (13) years 346 days** ("the term") commencing on the **twenty first day of August 2007** at the yearly rental, payable in advance, as prescribed by the Regulations upon the conditions prescribed by the Act and the Regulations.
2. IT IS HEREBY FURTHER AGREED AND DECLARED between the parties hereto that the licence is granted upon the further conditions set out hereunder:
 - (1) The Licensee shall pay to the Minister the licence fee at the offices of the Department of Primary Industries and Resources in the State of South Australia:
 - (2) The Licensee may enter upon the land and do all things effective in pursuance or ancillary to the purpose for which this licence is granted and do such things in a fair, orderly, skilful and workmanlike manner:
 - (3) The Licensee will pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land:
 - (4) The Licensee shall comply with the provisions of the Act and Regulations, and the provisions of any other Act and regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
 - (5) The Licensee shall do such things in pursuance of this licence in such a manner so as:-
 - (a) to prevent pollution to or contamination of surface or underground waters; and;
 - (b) to minimise surface damage to the land:
 - (6) The Licensee shall ensure that, in drilling or other underground investigations, no interconnection between ground water aquifers occurs:
 - (7) The Licensee shall permit the Minister or the Director, or any person duly appointed by either of them at all reasonable times to enter upon the land and survey and examine the condition thereof:
 - (8) The Licensee shall, in using and exercising the licence hereby granted, take all necessary action to afford adequate protection against detriment resulting from the conduct of operations in pursuance of the licence:
 - (9) The Licensee shall perform and comply with all of the conditions set out in First & Second Schedule attached hereto.

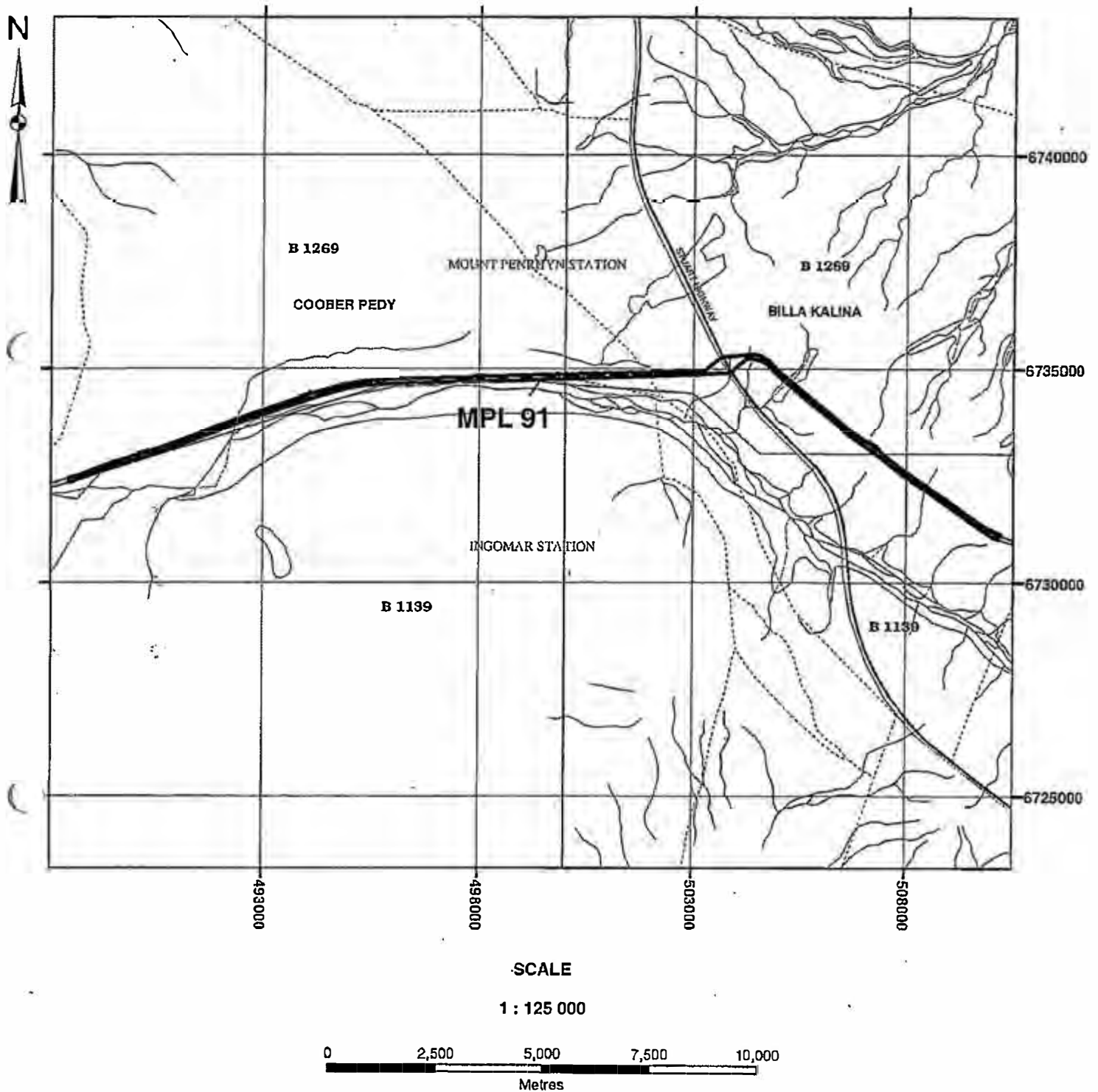
Ref: T02666

RevenueSA - Stamp Duty - ABN 19 040 349 865 ©	
RevNetID/PRA Bundle No.:	EX116352396
Orig Copy	1 of with 1 copies
Consideration/Value/Security:	\$
SA Proportion (if applicable):	\$
SD: \$	LTO Fees: \$
Int: \$	Pen/Add Tax: \$
Signature: <i>str</i>	Date: 15/10/07

3. Any notice to be given to or demand to be made upon the Licensee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Licensee at the address of the Licensee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Licensee within three days following the day on which the envelope containing such notice or demand is posted.
4. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in this licence, 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:
- (i) 'amendment' includes an addition, excision or substitution;
 - (ii) 'the Act' means the Mining Act, 1971, as amended, together with any amendment thereof;
 - (iii) 'the Director' means the Director of Mines;
 - (iv) 'the land' includes any part thereof;
 - (v) 'the Licensee' means and includes:
 - (aa) in the case of a natural person the executors, administrators and assigns of that person;
 - (bb) in the case of a body corporate the successors, administrators or permitted assigns thereof;
 - (vi) 'the Minister' means the Minister for Primary Industries, Natural Resources and Regional Development, being a corporation sole pursuant to the provisions of the Act;
 - (vii) 'the Regulations' means the Regulations under the Act in force for the time being;
 - (viii) 'the term' includes any renewal or extension thereof.

ANNEXURE 'A'

OUT OF HUNDREDS (BILLA KALINA AND COOBER PEDY)



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. The Miscellaneous Purposes Licence (MPL) is granted for the purpose of constructing and operating a Concentrate Export Road specifically for use in association with the mining operation known as the Prominent Hill Mine.
2. If in the opinion of the Minister any tenement associated with the Prominent Hill Mine has been significantly modified, the Minister may review the licence conditions of this MPL, including any bond under this MPL, and impose new licence conditions as necessary.
3. The Licensee must ensure that all employees and contractors on-site are properly advised of the significance of Aboriginal heritage and culture and are to take due care to preserve all Aboriginal Sites and Objects as defined by the *Aboriginal Heritage Act, 1988*.
4. The Licensee must ensure that operations on the land are carried out in an orderly and skilful manner in accordance with a program for mining and rehabilitation of the land approved, from time to time, by the Minister and ensure the land disturbed by operations conducted under this MPL is rehabilitated to an agreed post activity land use.
5. The Licensee must develop or modify as necessary (to include operations under this MPL) a program for mining and rehabilitation for the Prominent Hill Mine that must comply with the requirements of guidelines approved by the Chief Inspector of Mines and include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
6. The program for mining and rehabilitation will at all times be a public document.
7. The Licensee must provide to PIRSA a Mining and Rehabilitation Compliance Report on activities carried out on the licence and compliance with the Mining and Rehabilitation Program. This must be submitted every year, or another period as agreed with the Chief Inspector of Mines, within 2 months after the anniversary of the date the licence was granted, in accordance with guidelines approved by the Chief Inspector of Mines. The report will be a public document
8. The Licensee must, prior to commencing operations under this licence and for the duration of the licence, maintain public liability insurance to cover operations under the licence (including sudden and accidental pollution) in the name of the licensee for a sum not less than \$20 million or such greater sum as specified by the Chief Inspector of Mines, and make such amendments to the terms and conditions of the insurance as the Chief Inspector of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Chief Inspector of Mines upon request.

In specifying the level of insurance required, the Chief Inspector of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the licensee may or may not respond to any loss, damage or liability.

SECOND SCHEDULE

1. The Licensee must ensure that all affected topsoil is removed and stockpiled prior to carrying out any activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
2. The Licensee must, before commencing operations under this licence, lodge a bond in accordance with section 62 of the Mining Act, 1971 of such an amount of the surety as determined from time to time by the Minister, to cover the full cost of rehabilitation liability assessed by an independent third party at any time.

In requesting a review of the bond, the Minister may request that written quotes from a third party are obtained by the licensee for the cost of rehabilitating the site to the requirements specified in the approved MARP.

The Licensee must meet all the charges and costs in obtaining and maintaining the Bond.

3. The Licensee must ensure that all land disturbed by the construction and operation of a Concentrate Export Road is progressively rehabilitated when practicable to do so and, in accordance with appropriate seasonal conditions, progressively re-spread with topsoil and re-vegetated to prevent soil erosion to the satisfaction of the Chief Inspector of Mines.
4. The Licensee must operate in a manner that will minimise the spread of weeds and plant pathogens and ensure that all employees and contractors on-site are fully aware of this requirement
5. The Licensee must ensure that dust from the operation be effectively controlled and managed.
6. The Licensee must regularly keep the land occupier fully advised of their program of activities, particularly in regard to the impact on the land and rehabilitation.
7. The Licensee must enter into a formal agreement with the Department of Transport, Energy and Infrastructure for construction, maintenance works and technical and operational issues regarding the Stuart Highway underpass. A copy of this formal agreement must be supplied to the Director of Mines and registered against the Miscellaneous Purposes Licence, prior to construction of the underpass.

EXECUTED

this

9/12

day of

October

2007

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority


signature

Name: Helen Tyrteos

Title: Mining Registrar

SIGNED SEALED AND DELIVERED BY
THE LICENSEE/S

this

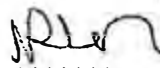
Date here 21st

day of October

2007

the Common seal of Oxiana Prominent Hill Operations Pty Ltd (ACN 091 546 691)
was hereto affixed by


DIRECTOR/SECRETARY


.....
DIRECTOR



MISCELLANEOUS PURPOSES LICENCE

Licence Number 96

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian Mining Act 1971 ("the Act") and the Regulations hereby grants to **Oxiana Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Licensee") of **Level 9, 31 Queen Street, Melbourne** in the state of Victoria a miscellaneous purposes licence of all those lands containing **161 hectares** or thereabouts and situate in **Block 1269 OH (Coober Pedy)** in the State of South Australia more particularly delineated on the plan annexed hereto and marked 'A' ("the land") for the purpose of **constructing & operating a Concentrate Export Road specifically for use in association with the mining operation known as the Prominent Hill mine** in the manner set out in the **First and Second Schedules** hereto during a term of **thirteen (13) years 284 days** ("the term") commencing on the **twenty second day of October 2007** at the yearly rental, payable in advance, as prescribed by the Regulations upon the conditions prescribed by the Act and the Regulations.
2. IT IS HEREBY FURTHER AGREED AND DECLARED between the parties hereto that the licence is granted upon the further conditions set out hereunder:
 - (1) The Licensee shall pay to the Minister the licence fee at the offices of the Department of Primary Industries and Resources in the State of South Australia:
 - (2) The Licensee may enter upon the land and do all things effective in pursuance or ancillary to the purpose for which this licence is granted and do such things in a fair, orderly, skilful and workmanlike manner:
 - (3) The Licensee will pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land:
 - (4) The Licensee shall comply with the provisions of the Act and Regulations, and the provisions of any other Act and regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
 - (5) The Licensee shall do such things in pursuance of this licence in such a manner so as:-
 - (a) to prevent pollution to or contamination of surface or underground waters; and;
 - (b) to minimise surface damage to the land:
 - (6) The Licensee shall ensure that, in drilling or other underground investigations, no interconnection between ground water aquifers occurs:
 - (7) The Licensee shall permit the Minister or the Director, or any person duly appointed by either of them at all reasonable times to enter upon the land and survey and examine the condition thereof:
 - (8) The Licensee shall, in using and exercising the licence hereby granted, take all necessary action to afford adequate protection against detriment resulting from the conduct of operations in pursuance of the licence:
 - (9) The Licensee shall perform and comply with all of the conditions set out in First & Second Schedules attached hereto.

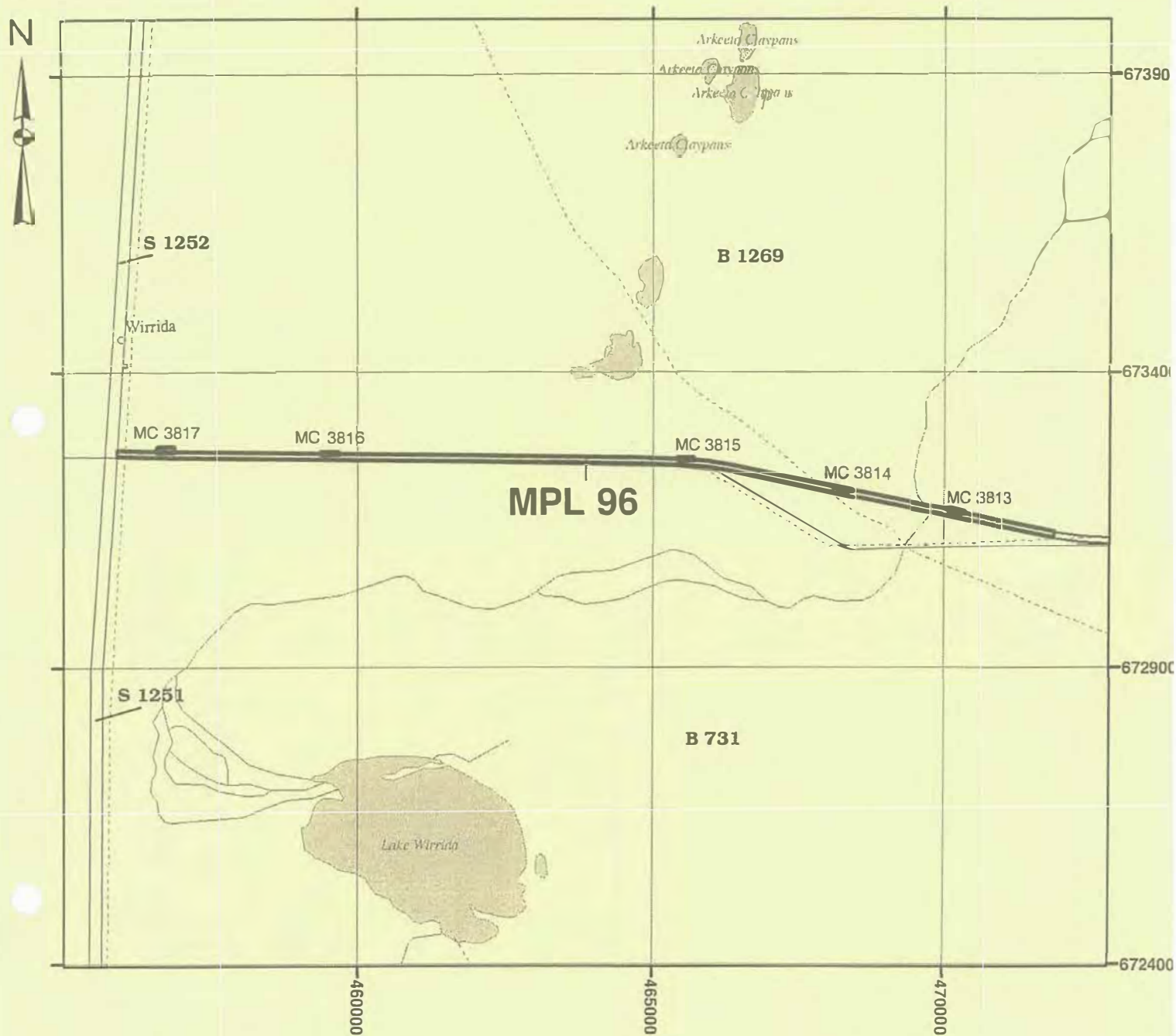
Ref: T02691

Ministry of Primary Industries and Resources		349 865	
Licence No. EX 117218871			
Original Copy	1	With	1
Consideration/Value Security	\$		0
SA Proportion (if applicable)	\$		0
ST: \$	0	LT: \$	0
Int: \$	0	Per Add Tax: \$	0
Signature	<i>J. J. King</i>		Date: 4/1/08

3. Any notice to be given to or demand to be made upon the Licensee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Licensee at the address of the Licensee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Licensee within three days following the day on which the envelope containing such notice or demand is posted.
4. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in this licence, 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:
- (i) 'amendment' includes an addition, excision or substitution;
 - (ii) 'the Act' means the Mining Act, 1971, as amended, together with any amendment thereof;
 - (iii) 'the Director' means the Director of Mines;
 - (iv) 'the land' includes any part thereof;
 - (v) 'the Licensee' means and includes:
 - (aa) in the case of a natural person the executors, administrators and assigns of that person;
 - (bb) in the case of a body corporate the successors, administrators or permitted assigns thereof;
 - (vi) 'the Minister' means the Minister for Primary Industries, Natural Resources and Regional Development, being a corporation sole pursuant to the provisions of the Act;
 - (vii) 'the Regulations' means the Regulations under the Act in force for the time being;
 - (viii) 'the term' includes any renewal or extension thereof.

ANNEXURE 'A'

OUT OF HUNDREDS (COOBER PEDY)



SCALE

1 : 100 000



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. The Miscellaneous Purposes Licence (MPL) is granted for the purpose of constructing and operating a Concentrate Export Road specifically for use in association with the mining operation known as the Prominent Hill Mine.
2. If in the opinion of the Minister any tenement associated with the Prominent Hill Mine has been significantly modified, the Minister may review the licence conditions of this MPL, including any bond under this MPL, and impose new licence conditions as necessary.
3. The Licensee must ensure that all employees and contractors on-site are properly advised of the significance of Aboriginal heritage and culture and are to take due care to preserve all Aboriginal Sites and Objects as defined by the *Aboriginal Heritage Act, 1988*.
4. The Licensee must ensure that operations on the land are carried out in an orderly and skilful manner in accordance with a program for mining and rehabilitation of the land approved, from time to time, by the Minister and ensure the land disturbed by operations conducted under this MPL is rehabilitated to an agreed post activity land use.
5. The Licensee must develop or modify as necessary (to include operations under this MPL) a program for mining and rehabilitation for the Prominent Hill Mine that must comply with the requirements of guidelines approved by the Chief Inspector of Mines and include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
6. The program for mining and rehabilitation will at all times be a public document.
7. The Licensee must provide to PIRSA a Mining and Rehabilitation Compliance Report on activities carried out on the licence and compliance with the Mining and Rehabilitation Program. This must be submitted every year, or another period as agreed with the Chief Inspector of Mines, within 2 months after the anniversary of the date the licence was granted, in accordance with guidelines approved by the Chief Inspector of Mines. The report will be a public document
8. The Licensee must, prior to commencing operations under this licence and for the duration of the licence, maintain public liability insurance to cover operations under the licence (including sudden and accidental pollution) in the name of the licensee for a sum not less than \$20 million or such greater sum as specified by the Chief Inspector of Mines, and make such amendments to the terms and conditions of the insurance as the Chief Inspector of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Chief Inspector of Mines upon request.

In specifying the level of insurance required, the Chief Inspector of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the licensee may or may not respond to any loss, damage or liability.

SECOND SCHEDULE

1. The Licensee must ensure that all affected topsoil is removed and stockpiled prior to carrying out any activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
2. The Licensee must, before commencing operations under this licence, lodge a bond in accordance with section 62 of the Mining Act, 1971 of such an amount of the surety as determined from time to time by the Minister, to cover the full cost of rehabilitation liability assessed by an independent third party at any time.

In requesting a review of the bond, the Minister may request that written quotes from a third party are obtained by the licensee for the cost of rehabilitating the site to the requirements specified in the approved MARP.

The Licensee must meet all the charges and costs in obtaining and maintaining the Bond.

3. The Licensee must ensure that all land disturbed by the construction and operation of a Concentrate Export Road is progressively rehabilitated when practicable to do so and, in accordance with appropriate seasonal conditions, progressively re-spread with topsoil and re-vegetated to prevent soil erosion to the satisfaction of the Chief Inspector of Mines.
4. The Licensee must operate in a manner that will minimise the spread of weeds and plant pathogens and ensure that all employees and contractors on-site are fully aware of this requirement.
5. The Licensee must ensure that dust from the operation be effectively controlled and managed.
6. The Licensee must regularly keep the land occupier fully advised of their program of activities, particularly in regard to the impact on the land and rehabilitation.

EXECUTED

this

18th

day of

December

2007

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority

signature

Name: Helen Tyrreos

Title: Mining Registrar



SIGNED SEALED AND DELIVERED BY
THE LICENSEE/S

this

30th

day of

NOVEMBER

2007

the Common seal of Oxiana Prominent Hill Operations Pty Ltd (ACN 091 546 691)
was hereto affixed by

DIRECTOR/SECRETARY

DIRECTOR



MISCELLANEOUS PURPOSES LICENCE

Licence Number 97

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian Mining Act 1971 ("the Act") and the Regulations hereby grants to **Oxiana Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Licensee") of **Level 9, 31 Queen Street, Melbourne** in the state of Victoria a miscellaneous purposes licence of all those lands containing **166.30 hectares** or thereabouts and situate in **Blocks 1139 & 1269 OH (Coober Pedy)** in the State of South Australia more particularly delineated on the plan annexed hereto and marked 'A' ("the land") for the purpose of **constructing and operating a Concentrate Export Road specifically for use in association with the mining operation known as the Prominent Hill mine** in the manner set out in the **First and Second Schedules** hereto during a term of **thirteen (13) years 284 days** ("the term") commencing on the **twenty second day of October 2007** at the yearly rental, payable in advance, as prescribed by the Regulations upon the conditions prescribed by the Act and the Regulations.
2. IT IS HEREBY FURTHER AGREED AND DECLARED between the parties hereto that the licence is granted upon the further conditions set out hereunder:
 - (1) The Licensee shall pay to the Minister the licence fee at the offices of the Department of Primary Industries and Resources in the State of South Australia:
 - (2) The Licensee may enter upon the land and do all things effective in pursuance or ancillary to the purpose for which this licence is granted and do such things in a fair, orderly, skilful and workmanlike manner:
 - (3) The Licensee will pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land:
 - (4) The Licensee shall comply with the provisions of the Act and Regulations, and the provisions of any other Act and regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
 - (5) The Licensee shall do such things in pursuance of this licence in such a manner so as:-
 - (a) to prevent pollution to or contamination of surface or underground waters; and;
 - (b) to minimise surface damage to the land:
 - (6) The Licensee shall ensure that, in drilling or other underground investigations, no interconnection between ground water aquifers occurs:
 - (7) The Licensee shall permit the Minister or the Director, or any person duly appointed by either of them at all reasonable times to enter upon the land and survey and examine the condition thereof:
 - (8) The Licensee shall, in using and exercising the licence hereby granted, take all necessary action to afford adequate protection against detriment resulting from the conduct of operations in pursuance of the licence:
 - (9) The Licensee shall perform and comply with all of the conditions set out in First & Second Schedules attached hereto.

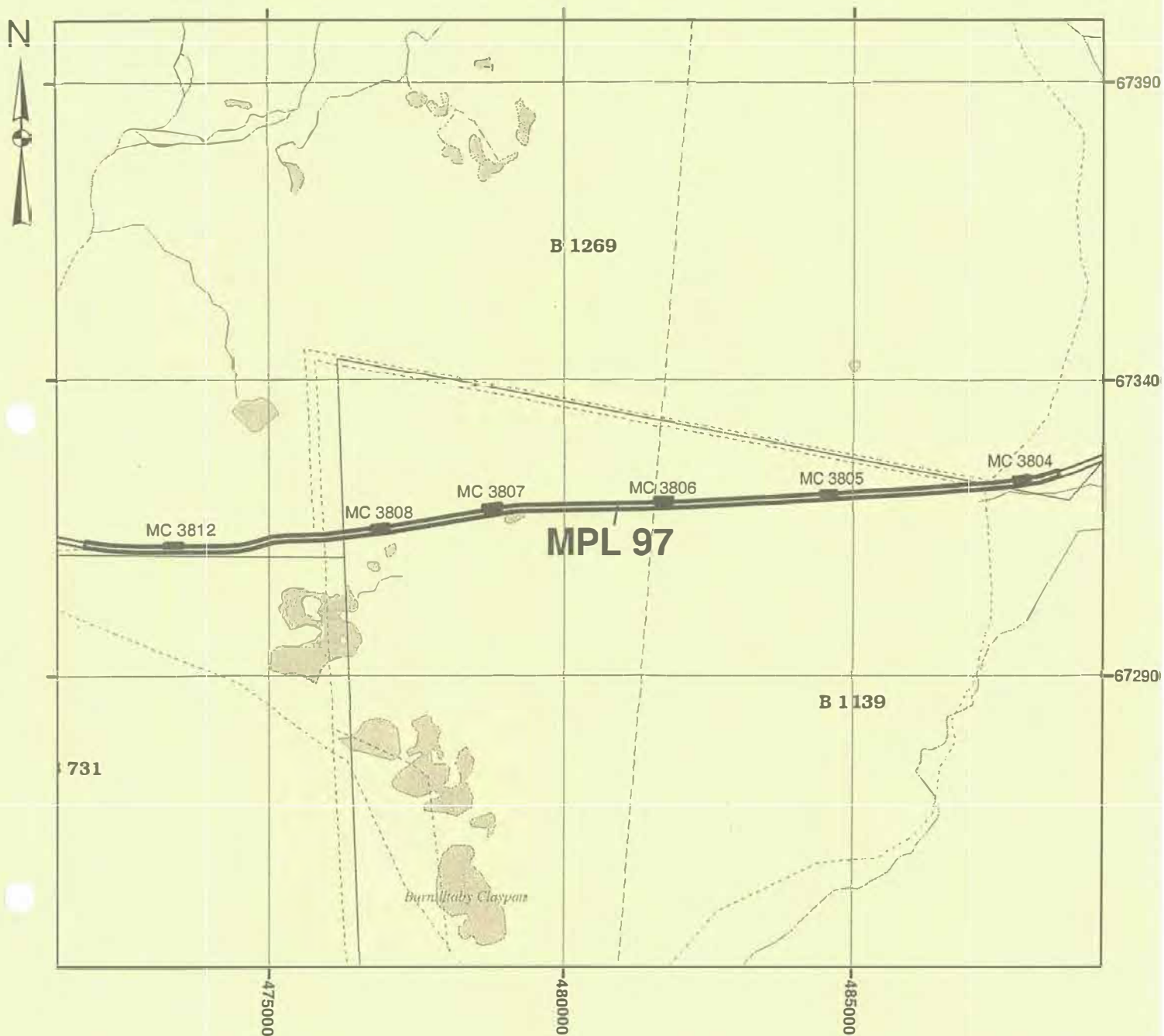
Ref: T02685

Revenue Stamp Duty - ABN 19 940 349 865	
Consideration/Value/Security:	\$ 0
SA Proportion (if applicable):	\$ 0
SD: \$ 0	LTO Fees: \$ 0
Int: \$ 0	Pen/Ad Tax: \$ 0
Signature: <i>[Signature]</i>	Doc: 41110

3. Any notice to be given to or demand to be made upon the Licensee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Licensee at the address of the Licensee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Licensee within three days following the day on which the envelope containing such notice or demand is posted.
4. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in this licence, 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:
- (i) 'amendment' includes an addition, excision or substitution;
 - (ii) 'the Act' means the Mining Act, 1971, as amended, together with any amendment thereof;
 - (iii) 'the Director' means the Director of Mines;
 - (iv) 'the land' includes any part thereof;
 - (v) 'the Licensee' means and includes:
 - (aa) in the case of a natural person the executors, administrators and assigns of that person;
 - (bb) in the case of a body corporate the successors, administrators or permitted assigns thereof;
 - (vi) 'the Minister' means the Minister for Primary Industries, Natural Resources and Regional Development, being a corporation sole pursuant to the provisions of the Act;
 - (vii) 'the Regulations' means the Regulations under the Act in force for the time being;
 - (viii) 'the term' includes any renewal or extension thereof.

ANNEXURE 'A'

OUT OF HUNDREDS (COOBER PEDY)



SCALE

1 : 100 000



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. The Miscellaneous Purposes Licence (MPL) is granted for the purpose of constructing and operating a Concentrate Export Road specifically for use in association with the mining operation known as the Prominent Hill Mine.
2. If in the opinion of the Minister any tenement associated with the Prominent Hill Mine has been significantly modified, the Minister may review the licence conditions of this MPL, including any bond under this MPL, and impose new licence conditions as necessary.
3. The Licensee must ensure that all employees and contractors on-site are properly advised of the significance of Aboriginal heritage and culture and are to take due care to preserve all Aboriginal Sites and Objects as defined by the *Aboriginal Heritage Act, 1988*.
4. The Licensee must ensure that operations on the land are carried out in an orderly and skilful manner in accordance with a program for mining and rehabilitation of the land approved, from time to time, by the Minister and ensure the land disturbed by operations conducted under this MPL is rehabilitated to an agreed post activity land use.
5. The Licensee must develop or modify as necessary (to include operations under this MPL) a program for mining and rehabilitation for the Prominent Hill Mine that must comply with the requirements of guidelines approved by the Chief Inspector of Mines and include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
6. The program for mining and rehabilitation will at all times be a public document.
7. The Licensee must provide to PIRSA a Mining and Rehabilitation Compliance Report on activities carried out on the licence and compliance with the Mining and Rehabilitation Program. This must be submitted every year, or another period as agreed with the Chief Inspector of Mines, within 2 months after the anniversary of the date the licence was granted, in accordance with guidelines approved by the Chief Inspector of Mines. The report will be a public document
8. The Licensee must, prior to commencing operations under this licence and for the duration of the licence, maintain public liability insurance to cover operations under the licence (including sudden and accidental pollution) in the name of the licensee for a sum not less than \$20 million or such greater sum as specified by the Chief Inspector of Mines, and make such amendments to the terms and conditions of the insurance as the Chief Inspector of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Chief Inspector of Mines upon request.

In specifying the level of insurance required, the Chief Inspector of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the licensee may or may not respond to any loss, damage or liability.

SECOND SCHEDULE

1. The Licensee must ensure that all affected topsoil is removed and stockpiled prior to carrying out any activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
2. The Licensee must, before commencing operations under this licence, lodge a bond in accordance with section 62 of the Mining Act, 1971 of such an amount of the surety as determined from time to time by the Minister, to cover the full cost of rehabilitation liability assessed by an independent third party at any time.

In requesting a review of the bond, the Minister may request that written quotes from a third party are obtained by the licensee for the cost of rehabilitating the site to the requirements specified in the approved MARP.

The Licensee must meet all the charges and costs in obtaining and maintaining the Bond.

3. The Licensee must ensure that all land disturbed by the construction and operation of a Concentrate Export Road is progressively rehabilitated when practicable to do so and, in accordance with appropriate seasonal conditions, progressively re-spread with topsoil and re-vegetated to prevent soil erosion to the satisfaction of the Chief Inspector of Mines.
4. The Licensee must operate in a manner that will minimise the spread of weeds and plant pathogens and ensure that all employees and contractors on-site are fully aware of this requirement.
5. The Licensee must ensure that dust from the operation be effectively controlled and managed.
6. The Licensee must regularly keep the land occupier fully advised of their program of activities, particularly in regard to the impact on the land and rehabilitation.

EXECUTED

this 18th day of December 2007

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority


signature

Name: Helen Tyrteos

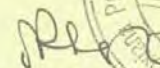
Title: Mining Registrar

SIGNED SEALED AND DELIVERED BY
THE LICENSEE/S

this 30th day of NOVEMBER 2007

the Common seal of Oxiana Prominent Hill Operations Pty Ltd (ACN 091 546 691)
was hereto affixed by


.....
DIRECTOR/SECRETARY


.....
DIRECTOR



MISCELLANEOUS PURPOSES LICENCE

Licence Number 101

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian Mining Act 1971 ("the Act") and the Regulations hereby grants to **Oxiana Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Licensee") of **Level 9, 31 Queen Street Melbourne** in the state of Victoria a miscellaneous purposes licence of all those lands containing **249.40** hectares or thereabouts and situate in **Blocks 473 & 1139 OH (Billakalina) McDouall Peak & Ingomar Stations** in the State of South Australia more particularly delineated on the plan annexed hereto and marked 'A' ("the land") for the purpose of **constructing and operating a Concentrate Export Road for the Prominent Hill mine operation** in the manner set out in the **First and Second Schedules** hereto during a term of **thirteen (13) years 271 days** ("the term") commencing on the **fifth day of November 2007** at the yearly rental, payable in advance, as prescribed by the Regulations upon the conditions prescribed by the Act and the Regulations.
2. IT IS HEREBY FURTHER AGREED AND DECLARED between the parties hereto that the licence is granted upon the further conditions set out hereunder:
 - (1) The Licensee shall pay to the Minister the licence fee at the offices of the Department of Primary Industries and Resources in the State of South Australia:
 - (2) The Licensee may enter upon the land and do all things effective in pursuance or ancillary to the purpose for which this licence is granted and do such things in a fair, orderly, skilful and workmanlike manner:
 - (3) The Licensee will pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land:
 - (4) The Licensee shall comply with the provisions of the Act and Regulations, and the provisions of any other Act and regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
 - (5) The Licensee shall do such things in pursuance of this licence in such a manner so as:-
 - (a) to prevent pollution to or contamination of surface or underground waters; and;
 - (b) to minimise surface damage to the land:
 - (6) The Licensee shall ensure that, in drilling or other underground investigations, no interconnection between ground water aquifers occurs:
 - (7) The Licensee shall permit the Minister or the Director, or any person duly appointed by either of them at all reasonable times to enter upon the land and survey and examine the condition thereof:
 - (8) The Licensee shall, in using and exercising the licence hereby granted, take all necessary action to afford adequate protection against detriment resulting from the conduct of operations in pursuance of the licence:
 - (9) The Licensee shall perform and comply with ~~all of the conditions set out~~ in First & Second Schedules attached hereto.

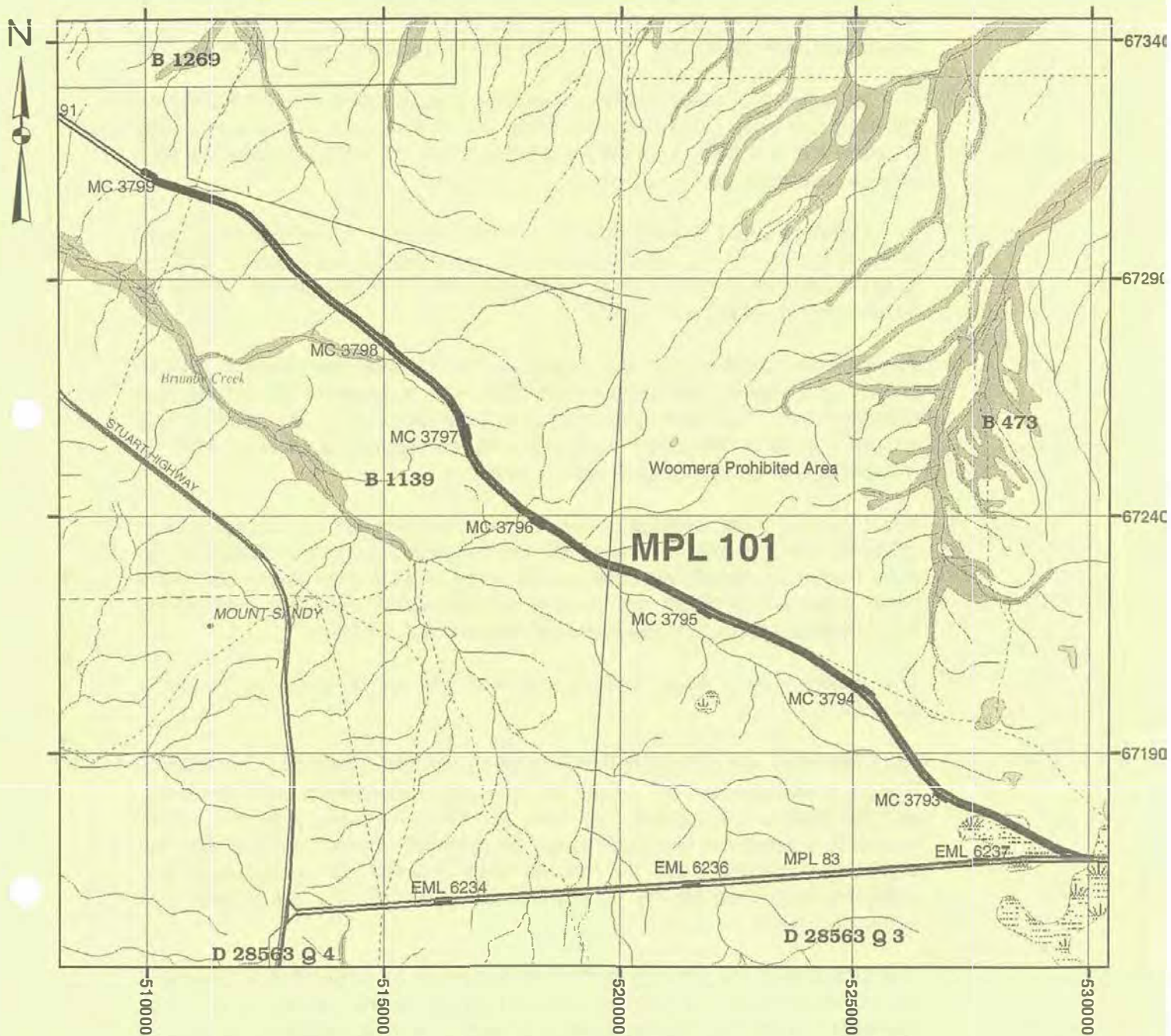
Ref: T02665

RevNeID/PRA	Bundle No.	EX117219100
Orig/Copy	1	(of) 100 copies
Consideration/Value/Security	\$	0
SA Proportion (if applicable)	\$	0
SD: \$	0	(TC) Fees: \$ 0
Int: \$	0	Pen/Add Tax: \$ 0
Signature:	<i>J. King</i>	Date: 4/1/08

3. Any notice to be given to or demand to be made upon the Licensee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Licensee at the address of the Licensee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Licensee within three days following the day on which the envelope containing such notice or demand is posted.
4. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in this licence, 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:
- (i) 'amendment' includes an addition, excision or substitution;
 - (ii) 'the Act' means the Mining Act, 1971, as amended, together with any amendment thereof;
 - (iii) 'the Director' means the Director of Mines;
 - (iv) 'the land' includes any part thereof;
 - (v) 'the Licensee' means and includes:
 - (aa) in the case of a natural person the executors, administrators and assigns of that person;
 - (bb) in the case of a body corporate the successors, administrators or permitted assigns thereof;
 - (vi) 'the Minister' means the Minister for Primary Industries, Natural Resources and Regional Development, being a corporation sole pursuant to the provisions of the Act;
 - (vii) 'the Regulations' means the Regulations under the Act in force for the time being;
 - (viii) 'the term' includes any renewal or extension thereof.

ANNEXURE 'A'

OUT OF HUNDREDS (BILLA KALINA)



SCALE

1 : 125 000



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. The Miscellaneous Purposes Licence (MPL) is granted for the purpose of constructing and operating a Concentrate Export Road specifically for use in association with the mining operation known as the Prominent Hill Mine.
2. If in the opinion of the Minister any tenement associated with the Prominent Hill Mine has been significantly modified, the Minister may review the licence conditions of this MPL, including any bond under this MPL, and impose new licence conditions as necessary.
3. The Licensee must ensure that all employees and contractors on-site are properly advised of the significance of Aboriginal heritage and culture and are to take due care to preserve all Aboriginal Sites and Objects as defined by the *Aboriginal Heritage Act, 1988*.
4. The Licensee must ensure that operations on the land are carried out in an orderly and skilful manner in accordance with a program for mining and rehabilitation of the land approved, from time to time, by the Minister and ensure the land disturbed by operations conducted under this MPL is rehabilitated to an agreed post activity land use.
5. The Licensee must develop or modify as necessary (to include operations under this MPL) a program for mining and rehabilitation for the Prominent Hill Mine that must comply with the requirements of guidelines approved by the Chief Inspector of Mines and include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
6. The program for mining and rehabilitation will at all times be a public document.
7. The Licensee must provide to PIRSA a Mining and Rehabilitation Compliance Report on activities carried out on the licence and compliance with the Mining and Rehabilitation Program. This must be submitted every year, or another period as agreed with the Chief Inspector of Mines, within 2 months after the anniversary of the date the licence was granted, in accordance with guidelines approved by the Chief Inspector of Mines. The report will be a public document.
8. The Licensee must, prior to commencing operations under this licence and for the duration of the licence, maintain public liability insurance to cover operations under the licence (including sudden and accidental pollution) in the name of the licensee for a sum not less than \$20 million or such greater sum as specified by the Chief Inspector of Mines, and make such amendments to the terms and conditions of the insurance as the Chief Inspector of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Chief Inspector of Mines upon request.

In specifying the level of insurance required, the Chief Inspector of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the licensee may or may not respond to any loss, damage or liability.

SECOND SCHEDULE

1. The Licensee must ensure that all affected topsoil is removed and stockpiled prior to carrying out any activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
2. The Licensee must, before commencing operations under this licence, lodge a bond in accordance with section 62 of the Mining Act, 1971 of such an amount of the surety as determined from time to time by the Minister, to cover the full cost of rehabilitation liability assessed by an independent third party at any time.

In requesting a review of the bond, the Minister may request that written quotes from a third party are obtained by the licensee for the cost of rehabilitating the site to the requirements specified in the approved MARP.

The Licensee must meet all the charges and costs in obtaining and maintaining the Bond.

3. The Licensee must ensure that all land disturbed by the construction and operation of a Concentrate Export Road is progressively rehabilitated when practicable to do so and, in accordance with appropriate seasonal conditions, progressively re-spread with topsoil and re-vegetated to prevent soil erosion to the satisfaction of the Chief Inspector of Mines.
4. The Licensee must operate in a manner that will minimise the spread of weeds and plant pathogens and ensure that all employees and contractors on-site are fully aware of this requirement
5. The Licensee must ensure that dust from the operation be effectively controlled and managed.
6. The Licensee must regularly keep the land occupier fully advised of their program of activities, particularly in regard to the impact on the land and rehabilitation.

EXECUTED

this

18th

day of

December

2007

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority

signature

Name: Helen Tyrteos

Title: Mining Registrar

**SIGNED SEALED AND DELIVERED BY
THE LICENSEE/S**

this

30th

day of

November

2007

the Common seal of Oxiana Prominent Hill Operations Pty Ltd (ACN 091 546 691)
was hereto affixed by

DIRECTOR/SECRETARY

DIRECTOR



MISCELLANEOUS PURPOSES LICENCE

Licence Number 119

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian Mining Act 1971 ("the Act") and the Regulations hereby grants to **Oz Minerals Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Licensee") of **Level 10, 31 Queen Street Melbourne** in the state of **Victoria** a miscellaneous purposes licence of all those lands containing **245.18 hectares** or thereabouts and situate in **Allotment 2041 DP 40325 OH (Billa Kalina)** in the State of South Australia more particularly delineated on the plan annexed hereto and marked 'A' ("the land") for the purpose of **an electricity transmission line for supplying power to the Prominent Hill operation** in the manner set out in the **First and Second Schedules** hereto during a term of **eleven years and twenty four days** ("the term") commencing on the **ninth day of July 2010** at the yearly rental, payable in advance, as prescribed by the Regulations upon the conditions prescribed by the Act and the Regulations.
2. IT IS HEREBY FURTHER AGREED AND DECLARED between the parties hereto that the licence is granted upon the further conditions set out hereunder:
 - (1) The Licensee shall pay to the Minister the licence fee at the offices of the Department of Primary Industries and Resources in the State of South Australia:
 - (2) The Licensee may enter upon the land and do all things effective in pursuance or ancillary to the purpose for which this licence is granted and do such things in a fair, orderly, skilful and workmanlike manner:
 - (3) The Licensee will pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land:
 - (4) The Licensee shall comply with the provisions of the Act and Regulations, and the provisions of any other Act and regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
 - (5) The Licensee shall do such things in pursuance of this licence in such a manner so as:-
 - (a) to prevent pollution to or contamination of surface or underground waters; and;
 - (b) to minimise surface damage to the land:
 - (6) The Licensee shall ensure that, in drilling or other underground investigations, no interconnection between ground water aquifers occurs:
 - (7) The Licensee shall permit the Minister or the Director, or any person duly appointed by either of them at all reasonable times to enter upon the land and survey and examine the condition thereof:
 - (8) The Licensee shall, in using and exercising the licence hereby granted, take all necessary action to afford adequate protection against detriment resulting from the conduct of operations in pursuance of the licence:
 - (9) The Licensee shall perform and comply with all of the conditions set out in First & Second Schedules attached hereto.

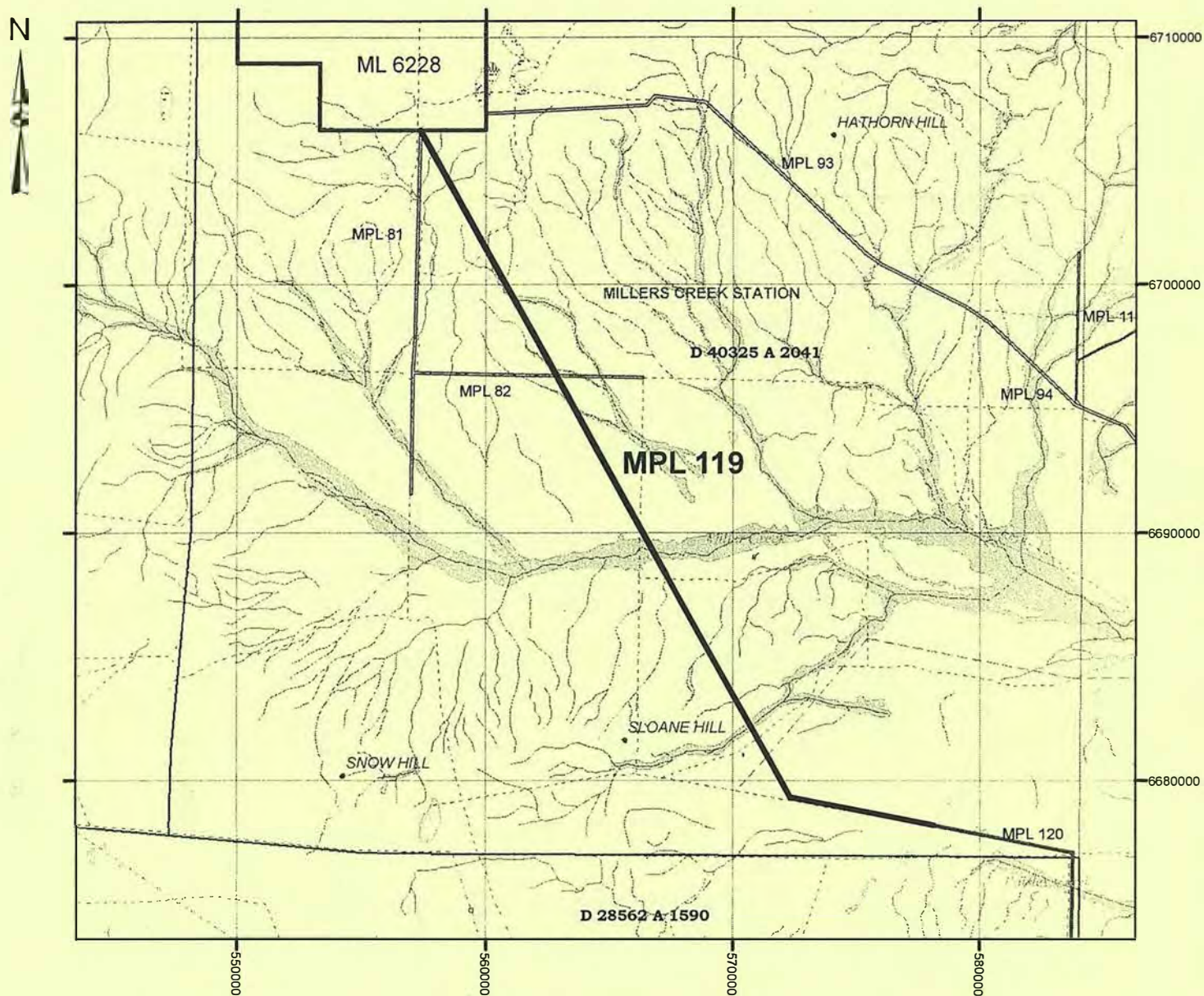
Ref: T02789

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Orig Copy	1 of with 1 copies
Consideration/Value/Security:	\$ 0
SA Proportion (if applicable):	\$ 0
SD: \$	0 LTO Fees: \$ 0
Int: \$	0 Pen/Add Tax: \$ 0
Signature:	Date 22/10/10

3. Any notice to be given to or demand to be made upon the Licensee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Licensee at the address of the Licensee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Licensee within three days following the day on which the envelope containing such notice or demand is posted.
4. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in this licence, 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:
 - (i) 'amendment' includes an addition, excision or substitution;
 - (ii) 'the Act' means the Mining Act 1971, as amended, together with any amendment thereof;
 - (iii) 'the Director' means the Director of Mines;
 - (iv) 'the land' includes any part thereof;
 - (v) 'the Licensee' means and includes:
 - (aa) in the case of a natural person the executors, administrators and assigns of that person;
 - (bb) in the case of a body corporate the successors, administrators or permitted assigns thereof;
 - (vi) 'the Minister' means the Minister for Primary Industries, Natural Resources and Regional Development, being a corporation sole pursuant to the provisions of the Act;
 - (vii) 'the Regulations' means the Regulations under the Act in force for the time being;
 - (viii) 'the term' includes any renewal or extension thereof.

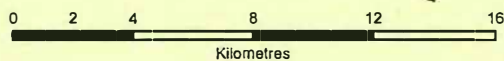
ANNEXURE 'A'

OUT OF HUNDREDS (BILLA KALINA, KINGOONYA)



SCALE

1 : 250 000



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. The Miscellaneous Purposes Licence (MPL) is granted for the purpose of operating an Electricity Transmission Line specifically for use in association with the mining operation known as Prominent Hill Mine authorised under mining tenement ML 6228.
2. The Licensee must not commence or undertake any mining operations on the land until a Mining and Rehabilitation Program (MARP) has been approved by the Minister and a bond has been paid in accordance with Section 62 of the *Mining Act 1971*.
3. The Licensee must prepare a MARP that complies with the requirements of guidelines approved by the Director of Mines and include environmental outcomes and criteria that are developed in consultation with relevant stakeholders.
4. The criteria included in the MARP must demonstrate clear and unambiguous achievement of the environmental and mine closure outcomes specified in Second Schedule by:
 - Including the specific parameters to be measured and monitored by the Licensee,
 - Specifying the locations that the parameters will be measured, or how these locations will be determined,
 - Clearly stating the acceptable values for demonstrating achievement of the outcome, with consideration of any inherent errors of measurement,
 - Specifying the frequency of monitoring by the Licensee; and
 - Identifying what background or control data are to be used or specify how it will be acquired (if necessary).
5. The Licensee must implement and comply with the approved MARP.
6. The Licensee must review the MARP on request of the Director of Mines within a time specified in the request and submit the revised MARP for approval to the Director of Mines.
7. The Licensee agrees to the approved MARP being made available for public inspection.
8. The Licensee must demonstrate upon request and to the Director of Mines, the Licensee's capability and competence to comply with the requirements of the *Mining Act 1971*, the conditions of this Licence, and the MARP.
9. The Licensee must provide to the Director of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the Licence and compliance with the approved MARP. The MARCR must be submitted every year, within 2 months after the anniversary of the date the Licence was granted, or at some other time agreed with the Director of Mines in accordance with guidelines approved by the Director of Mines. The Licensee agrees to the MARCR being made available for public inspection.

10. The Licensee must, if requested by the Director of Mines, undertake an independent audit of achievement of the environmental outcomes in the MARP, by an independent expert approved by the Director of Mines. The audit will be made available to the public, in a manner and form as determined by the Director of Mines.

The Licensee must meet all the charges and costs in obtaining the audit.

11. At least 3 months prior to Licence relinquishment or expiry, the Licensee must provide to the Minister a Mine Completion Report prepared in consultation with the landowner and in accordance with guidelines approved by the Director of Mines, which demonstrates achievement of the closure criteria as specified in the current MARP.
12. The Licensee must, prior to commencing operations under this Licence and for the duration of the Licence maintain public liability insurance to cover all operations under the Licence (including sudden and accidental pollution) in the name of the Licensee for a sum not less than \$20 million or such greater sum as specified by the Director of Mines, and make such amendments to the terms and conditions of the insurance as the Director of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Director of Mines upon request.

If requested by the Director of Mines, the Licensee must engage a independent and reputable risk assessor to prepare a risk assessment report detailing the public liability risks arising out of the conduct of operations on the Licence, and recommending the level of amount of public liability cover (in respect of any one occurrence) that should be effected and maintained by the Licensee. In preparing the risk assessment report, the assessor must consult with the landowner and the Director of Mines.

In specifying the level of insurance required, the Director of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the Licensee may or may not respond to any loss, damage or liability.

13. The Licensee must report any non-compliance with the *Mining Act 1971*, these conditions and approved MARP to the Director of Mines. A verbal notification must be provided within 24 hours, after the Licensee becomes aware of the non-compliance. A written report must be provided within 3 days or such time period as approved by the Director of Mines.
14. In requesting a review of the bond required under the *Mining Act 1971*, the Minister may request that written quotes from a third party are obtained by the Licensee for the cost of rehabilitating the site to the requirements specified in the approved MARP.

The Licensee must meet all the charges and costs in obtaining and maintaining the Bond.

SECOND SCHEDULE

Unauthorised Access

1. The Licensee must in constructing and operating the Licence ensure that there are no public injuries and or deaths resulting from unauthorised entry to the site that could have been reasonably prevented.

Adjacent land use

2. The Licensee must in constructing and operating the Licence, ensure that there are no adverse impacts to adjacent land use.

Protection of third party property

3. The Licensee must, in constructing and operating the Licence, ensure that there is no unauthorised damage (including that caused by fire) to adjacent public or private property and infrastructure.

Aboriginal and European Heritage

4. The Licensee must in constructing and operating the Licence, ensure that there is no disturbance to Aboriginal or European artefacts or sites of significance unless prior approval under the relevant legislation is obtained.

Weeds and Pests (feral animals)

5. The Licensee must in constructing and operating the Licence ensure no introduction of new species of weeds, plant pathogens or pests (including feral animals), nor increase in abundance of existing weed or pest species in the Licence area compared to adjoining land.

Weeds are defined in this condition as any invasive plant that threatens native vegetation in the local area or any species recognised as invasive in SA.

EXECUTED

this

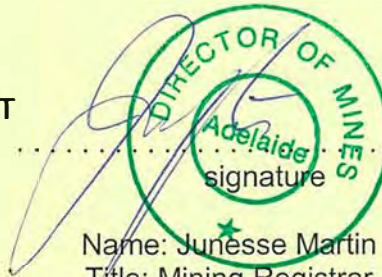
21st

day of

October

2010

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority


.....
Name: Junesse Martin
Title: Mining Registrar

**SIGNED SEALED AND DELIVERED BY
THE LICENSEE/S**

this

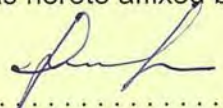
13th

day of

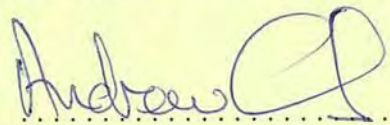
OCTOBER

2010

the Common seal of **Oz Minerals Prominent Hill Operations Pty Ltd (ACN 091 546 691)**
was hereto affixed by


.....
DIRECTOR/SECRETARY




.....
DIRECTOR

INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$9,991.09

MISCELLANEOUS PURPOSES LICENCE

Licence Number 120

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian Mining Act 1971 ("the Act") and the Regulations hereby grants to **Oz Minerals Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Licensee") of **Level 10, 31 Queen Street Melbourne** in the state of **Victoria** a miscellaneous purposes licence of all those lands containing **229.64 hectares** or thereabouts and situate in **Allotment 2041 and 2042 DP 40325 and Piece 2 DP 28562 OH (Kingoonya)** in the State of South Australia more particularly delineated on the plan annexed hereto and marked 'A' ("the land") for the purpose of **an electricity transmission line for supplying power to the Prominent Hill operation** in the manner set out in the **First and Second Schedules** hereto during a term of **eleven years and twenty four days** ("the term") commencing on the **ninth day of July 2010** at the yearly rental, payable in advance, as prescribed by the Regulations upon the conditions prescribed by the Act and the Regulations.
2. IT IS HEREBY FURTHER AGREED AND DECLARED between the parties hereto that the licence is granted upon the further conditions set out hereunder:
 - (1) The Licensee shall pay to the Minister the licence fee at the offices of the Department of Primary Industries and Resources in the State of South Australia:
 - (2) The Licensee may enter upon the land and do all things effective in pursuance or ancillary to the purpose for which this licence is granted and do such things in a fair, orderly, skilful and workmanlike manner:
 - (3) The Licensee will pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land:
 - (4) The Licensee shall comply with the provisions of the Act and Regulations, and the provisions of any other Act and regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
 - (5) The Licensee shall do such things in pursuance of this licence in such a manner so as:-
 - (a) to prevent pollution to or contamination of surface or underground waters; and;
 - (b) to minimise surface damage to the land:
 - (6) The Licensee shall ensure that, in drilling or other underground investigations, no interconnection between ground water aquifers occurs:
 - (7) The Licensee shall permit the Minister or the Director, or any person duly appointed by either of them at all reasonable times to enter upon the land and survey and examine the condition thereof:
 - (8) The Licensee shall, in using and exercising the licence hereby granted, take all necessary action to afford adequate protection against detriment resulting from the conduct of operations in pursuance of the licence:
 - (9) The Licensee shall perform and comply with all of the conditions set out in First & Second Schedules attached hereto.

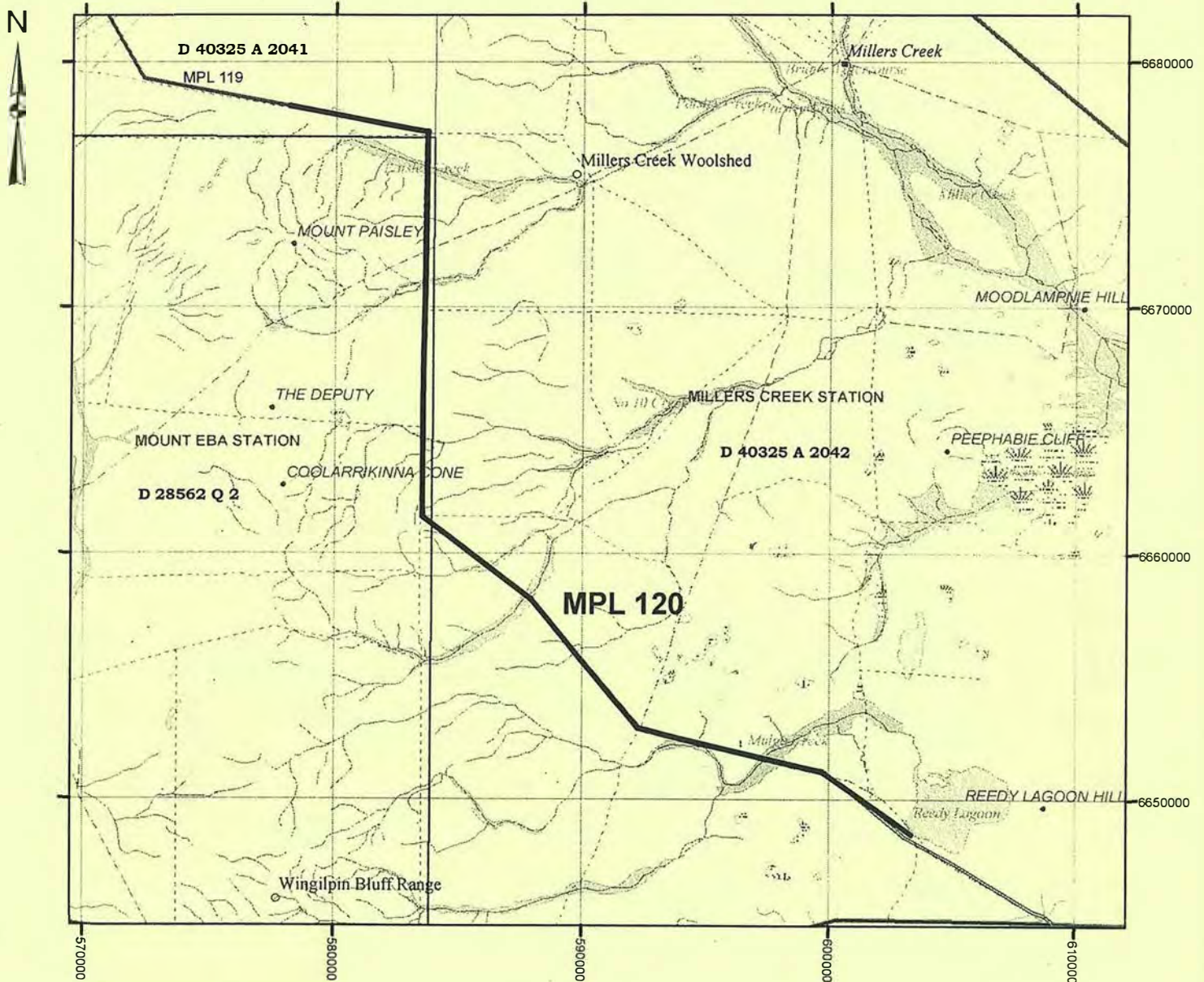
Ref: T02790

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Consideration/Value/Security	\$ 0
SA Proportion (if applicable)	\$ 0
SD: \$	LTO Fees: \$ 0
Int: \$	Pen/Add Tax: \$ 0
Signature	Date 22/10/10

3. Any notice to be given to or demand to be made upon the Licensee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Licensee at the address of the Licensee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Licensee within three days following the day on which the envelope containing such notice or demand is posted.
4. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in this licence, 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:
 - (i) 'amendment' includes an addition, excision or substitution;
 - (ii) 'the Act' means the Mining Act 1971, as amended, together with any amendment thereof;
 - (iii) 'the Director' means the Director of Mines;
 - (iv) 'the land' includes any part thereof;
 - (v) 'the Licensee' means and includes:
 - (aa) in the case of a natural person the executors, administrators and assigns of that person;
 - (bb) in the case of a body corporate the successors, administrators or permitted assigns thereof;
 - (vi) 'the Minister' means the Minister for Primary Industries, Natural Resources and Regional Development, being a corporation sole pursuant to the provisions of the Act;
 - (vii) 'the Regulations' means the Regulations under the Act in force for the time being;
 - (viii) 'the term' includes any renewal or extension thereof.

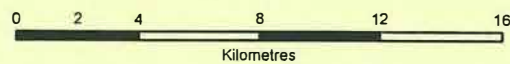
ANNEXURE 'A'

OUT OF HUNDREDS (KINGOONYA)



SCALE

1 : 250 000



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. The Miscellaneous Purposes Licence (MPL) is granted for the purpose of operating an Electricity Transmission Line specifically for use in association with the mining operation known as Prominent Hill Mine authorised under mining tenement ML 6228.
2. The Licensee must not commence or undertake any mining operations on the land until a Mining and Rehabilitation Program (MARP) has been approved by the Minister and a bond has been paid in accordance with Section 62 of the *Mining Act 1971*.
3. The Licensee must prepare a MARP that complies with the requirements of guidelines approved by the Director of Mines and include environmental outcomes and criteria that are developed in consultation with relevant stakeholders.
4. The criteria included in the MARP must demonstrate clear and unambiguous achievement of the environmental and mine closure outcomes specified in Second Schedule by:
 - Including the specific parameters to be measured and monitored by the Licensee,
 - Specifying the locations that the parameters will be measured, or how these locations will be determined,
 - Clearly stating the acceptable values for demonstrating achievement of the outcome, with consideration of any inherent errors of measurement,
 - Specifying the frequency of monitoring by the Licensee; and
 - Identifying what background or control data are to be used or specify how it will be acquired (if necessary).
5. The Licensee must implement and comply with the approved MARP.
6. The Licensee must review the MARP on request of the Director of Mines within a time specified in the request and submit the revised MARP for approval to the Director of Mines.
7. The Licensee agrees to the approved MARP being made available for public inspection.
8. The Licensee must demonstrate upon request and to the Director of Mines, the Licensee's capability and competence to comply with the requirements of the *Mining Act 1971*, the conditions of this Licence, and the MARP.
9. The Licensee must provide to the Director of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the Licence and compliance with the approved MARP. The MARCR must be submitted every year, within 2 months after the anniversary of the date the Licence was granted, or at some other time agreed with the Director of Mines in accordance with guidelines approved by the Director of Mines. The Licensee agrees to the MARCR being made available for public inspection.

10. The Licensee must, if requested by the Director of Mines, undertake an independent audit of achievement of the environmental outcomes in the MARP, by an independent expert approved by the Director of Mines. The audit will be made available to the public, in a manner and form as determined by the Director of Mines.

The Licensee must meet all the charges and costs in obtaining the audit.

11. At least 3 months prior to Licence relinquishment or expiry, the Licensee must provide to the Minister a Mine Completion Report prepared in consultation with the landowner and in accordance with guidelines approved by the Director of Mines, which demonstrates achievement of the closure criteria as specified in the current MARP.
12. The Licensee must, prior to commencing operations under this Licence and for the duration of the Licence maintain public liability insurance to cover all operations under the Licence (including sudden and accidental pollution) in the name of the Licensee for a sum not less than \$20 million or such greater sum as specified by the Director of Mines, and make such amendments to the terms and conditions of the insurance as the Director of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Director of Mines upon request.

If requested by the Director of Mines, the Licensee must engage a independent and reputable risk assessor to prepare a risk assessment report detailing the public liability risks arising out of the conduct of operations on the Licence, and recommending the level of amount of public liability cover (in respect of any one occurrence) that should be effected and maintained by the Licensee. In preparing the risk assessment report, the assessor must consult with the landowner and the Director of Mines.

In specifying the level of insurance required, the Director of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the Licensee may or may not respond to any loss, damage or liability.

13. The Licensee must report any non-compliance with the *Mining Act 1971*, these conditions and approved MARP to the Director of Mines. A verbal notification must be provided within 24 hours, after the Licensee becomes aware of the non-compliance. A written report must be provided within 3 days or such time period as approved by the Director of Mines.
14. In requesting a review of the bond required under the *Mining Act 1971*, the Minister may request that written quotes from a third party are obtained by the Licensee for the cost of rehabilitating the site to the requirements specified in the approved MARP.

The Licensee must meet all the charges and costs in obtaining and maintaining the Bond.

SECOND SCHEDULE

Unauthorised Access

1. The Licensee must in constructing and operating the Licence ensure that there are no public injuries and or deaths resulting from unauthorised entry to the site that could have been reasonably prevented.

Adjacent land use

2. The Licensee must in constructing and operating the Licence, ensure that there are no adverse impacts to adjacent land use.

Protection of third party property

3. The Licensee must, in constructing and operating the Licence, ensure that there is no unauthorised damage (including that caused by fire) to adjacent public or private property and infrastructure.

Aboriginal and European Heritage

4. The Licensee must in constructing and operating the Licence, ensure that there is no disturbance to Aboriginal or European artefacts or sites of significance unless prior approval under the relevant legislation is obtained.

Weeds and Pests (feral animals)

5. The Licensee must in constructing and operating the Licence ensure no introduction of new species of weeds, plant pathogens or pests (including feral animals), nor increase in abundance of existing weed or pest species in the Licence area compared to adjoining land.

Weeds are defined in this condition as any invasive plant that threatens native vegetation in the local area or any species recognised as invasive in SA.

EXECUTED

this

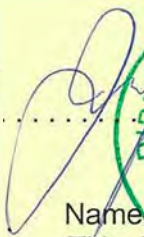
21st

day of

October

2010

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority



signature
Name: Junesse Martin
Title: Mining Registrar

**SIGNED SEALED AND DELIVERED BY
THE LICENSEE/S**

this

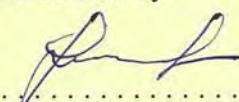
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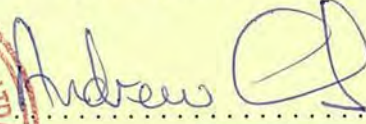
OCTOBER

2010

the Common seal of **Oz Minerals Prominent Hill Operations Pty Ltd (ACN 091 546 691)**
was hereto affixed by


.....
DIRECTOR/SECRETARY




.....
DIRECTOR

INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$9,357.83

MISCELLANEOUS PURPOSES LICENCE

Licence Number 121

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian Mining Act 1971 ("the Act") and the Regulations hereby grants to **Oz Minerals Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Licensee") of **Level 10, 31 Queen Street Melbourne** in the state of **Victoria** a miscellaneous purposes licence of all those lands containing **232.39 hectares** or thereabouts and situate in **Allotment 2023 DP 35056, Allotment 2042 DP 40325 and Block 273 OH (Kingoonya)** in the State of South Australia more particularly delineated on the plan annexed hereto and marked 'A' ("the land") for the purpose of **an electricity transmission line for supplying power to the Prominent Hill operation** in the manner set out in the **First and Second Schedules** hereto during a term of **eleven years and twenty four days** ("the term") commencing on the **ninth day of July 2010** at the yearly rental, payable in advance, as prescribed by the Regulations upon the conditions prescribed by the Act and the Regulations.
2. IT IS HEREBY FURTHER AGREED AND DECLARED between the parties hereto that the licence is granted upon the further conditions set out hereunder:
 - (1) The Licensee shall pay to the Minister the licence fee at the offices of the Department of Primary Industries and Resources in the State of South Australia:
 - (2) The Licensee may enter upon the land and do all things effective in pursuance or ancillary to the purpose for which this licence is granted and do such things in a fair, orderly, skilful and workmanlike manner:
 - (3) The Licensee will pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land:
 - (4) The Licensee shall comply with the provisions of the Act and Regulations, and the provisions of any other Act and regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
 - (5) The Licensee shall do such things in pursuance of this licence in such a manner so as:-
 - (a) to prevent pollution to or contamination of surface or underground waters; and;
 - (b) to minimise surface damage to the land:
 - (6) The Licensee shall ensure that, in drilling or other underground investigations, no interconnection between ground water aquifers occurs:
 - (7) The Licensee shall permit the Minister or the Director, or any person duly appointed by either of them at all reasonable times to enter upon the land and survey and examine the condition thereof:
 - (8) The Licensee shall, in using and exercising the licence hereby granted, take all necessary action to afford adequate protection against detriment resulting from the conduct of operations in pursuance of the licence:
 - (9) The Licensee shall perform and comply with all of the conditions set out in First & Second Schedules attached hereto.

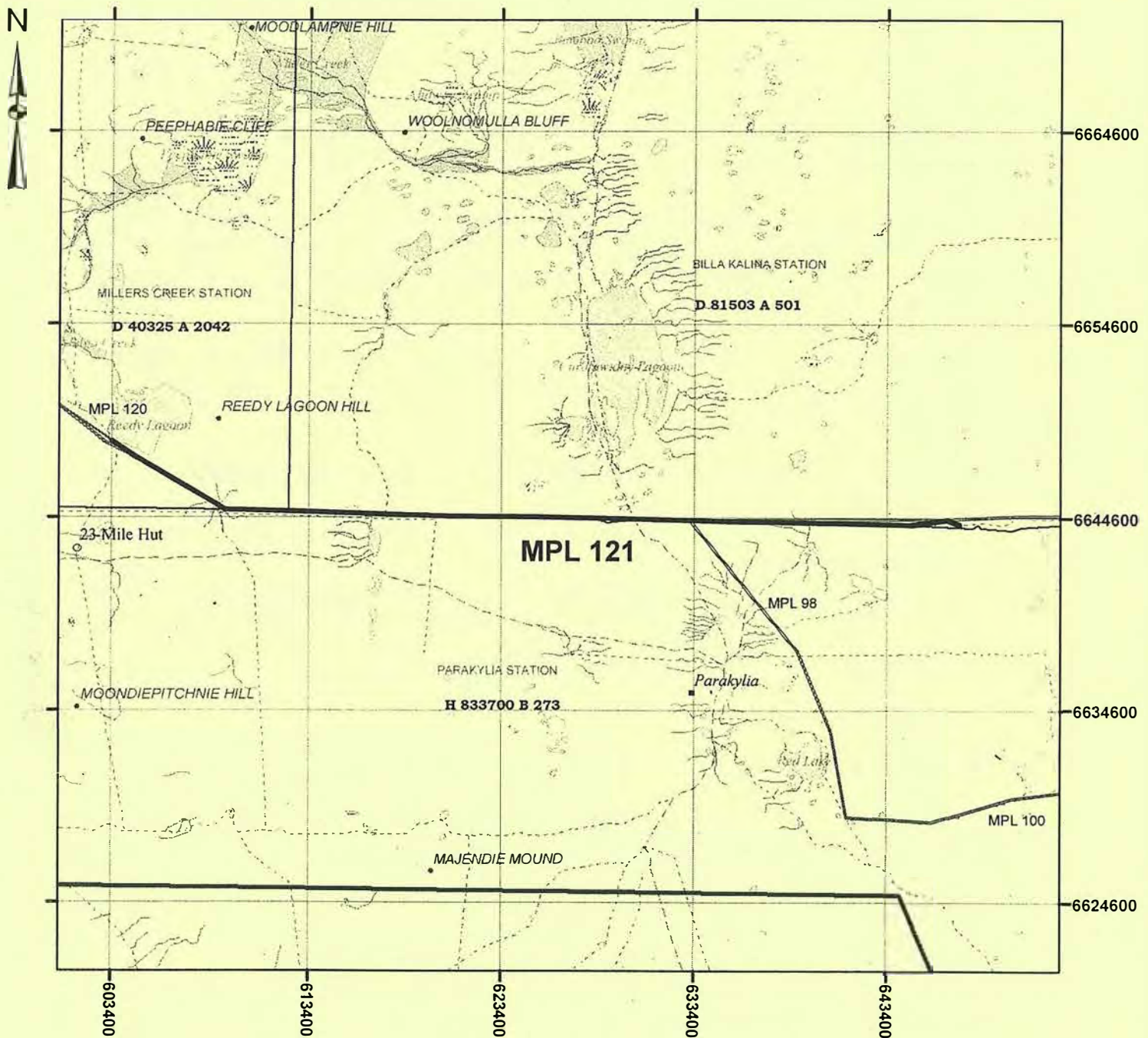
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3. Any notice to be given to or demand to be made upon the Licensee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Licensee at the address of the Licensee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Licensee within three days following the day on which the envelope containing such notice or demand is posted.
4. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in this licence, 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:
 - (i) 'amendment' includes an addition, excision or substitution;
 - (ii) 'the Act' means the Mining Act 1971, as amended, together with any amendment thereof;
 - (iii) 'the Director' means the Director of Mines;
 - (iv) 'the land' includes any part thereof;
 - (v) 'the Licensee' means and includes:
 - (aa) in the case of a natural person the executors, administrators and assigns of that person;
 - (bb) in the case of a body corporate the successors, administrators or permitted assigns thereof;
 - (vi) 'the Minister' means the Minister for Primary Industries, Natural Resources and Regional Development, being a corporation sole pursuant to the provisions of the Act;
 - (vii) 'the Regulations' means the Regulations under the Act in force for the time being;
 - (viii) 'the term' includes any renewal or extension thereof.

ANNEXURE 'A'

OUT OF HUNDREDS (KINGOONYA, ANDAMOOKA)



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. The Miscellaneous Purposes Licence (MPL) is granted for the purpose of operating an Electricity Transmission Line specifically for use in association with the mining operation known as Prominent Hill Mine authorised under mining tenement ML 6228.
2. The Licensee must not commence or undertake any mining operations on the land until a Mining and Rehabilitation Program (MARP) has been approved by the Minister and a bond has been paid in accordance with Section 62 of the *Mining Act 1971*.
3. The Licensee must prepare a MARP that complies with the requirements of guidelines approved by the Director of Mines and include environmental outcomes and criteria that are developed in consultation with relevant stakeholders.
4. The criteria included in the MARP must demonstrate clear and unambiguous achievement of the environmental and mine closure outcomes specified in Second Schedule by:
 - Including the specific parameters to be measured and monitored by the Licensee,
 - Specifying the locations that the parameters will be measured, or how these locations will be determined,
 - Clearly stating the acceptable values for demonstrating achievement of the outcome, with consideration of any inherent errors of measurement,
 - Specifying the frequency of monitoring by the Licensee; and
 - Identifying what background or control data are to be used or specify how it will be acquired (if necessary).
5. The Licensee must implement and comply with the approved MARP.
6. The Licensee must review the MARP on request of the Director of Mines within a time specified in the request and submit the revised MARP for approval to the Director of Mines.
7. The Licensee agrees to the approved MARP being made available for public inspection.
8. The Licensee must demonstrate upon request and to the Director of Mines, the Licensee's capability and competence to comply with the requirements of the *Mining Act 1971*, the conditions of this Licence, and the MARP.
9. The Licensee must provide to the Director of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the Licence and compliance with the approved MARP. The MARCR must be submitted every year, within 2 months after the anniversary of the date the Licence was granted, or at some other time agreed with the Director of Mines in accordance with guidelines approved by the Director of Mines. The Licensee agrees to the MARCR being made available for public inspection.

10. The Licensee must, if requested by the Director of Mines, undertake an independent audit of achievement of the environmental outcomes in the MARP, by an independent expert approved by the Director of Mines. The audit will be made available to the public, in a manner and form as determined by the Director of Mines.

The Licensee must meet all the charges and costs in obtaining the audit.

11. At least 3 months prior to Licence relinquishment or expiry, the Licensee must provide to the Minister a Mine Completion Report prepared in consultation with the landowner and in accordance with guidelines approved by the Director of Mines, which demonstrates achievement of the closure criteria as specified in the current MARP.
12. The Licensee must, prior to commencing operations under this Licence and for the duration of the Licence maintain public liability insurance to cover all operations under the Licence (including sudden and accidental pollution) in the name of the Licensee for a sum not less than \$20 million or such greater sum as specified by the Director of Mines, and make such amendments to the terms and conditions of the insurance as the Director of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Director of Mines upon request.

If requested by the Director of Mines, the Licensee must engage a independent and reputable risk assessor to prepare a risk assessment report detailing the public liability risks arising out of the conduct of operations on the Licence, and recommending the level of amount of public liability cover (in respect of any one occurrence) that should be effected and maintained by the Licensee. In preparing the risk assessment report, the assessor must consult with the landowner and the Director of Mines.

In specifying the level of insurance required, the Director of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the Licensee may or may not respond to any loss, damage or liability.

13. The Licensee must report any non-compliance with the *Mining Act 1971*, these conditions and approved MARP to the Director of Mines. A verbal notification must be provided within 24 hours, after the Licensee becomes aware of the non-compliance. A written report must be provided within 3 days or such time period as approved by the Director of Mines.
14. In requesting a review of the bond required under the *Mining Act 1971*, the Minister may request that written quotes from a third party are obtained by the Licensee for the cost of rehabilitating the site to the requirements specified in the approved MARP.

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SECOND SCHEDULE

Unauthorised Access

1. The Licensee must in constructing and operating the Licence ensure that there are no public injuries and or deaths resulting from unauthorised entry to the site that could have been reasonably prevented.

Adjacent land use

2. The Licensee must in constructing and operating the Licence, ensure that there are no adverse impacts to adjacent land use.

Protection of third party property

3. The Licensee must, in constructing and operating the Licence, ensure that there is no unauthorised damage (including that caused by fire) to adjacent public or private property and infrastructure.

Aboriginal and European Heritage

4. The Licensee must in constructing and operating the Licence, ensure that there is no disturbance to Aboriginal or European artefacts or sites of significance unless prior approval under the relevant legislation is obtained.

Weeds and Pests (feral animals)

5. The Licensee must in constructing and operating the Licence ensure no introduction of new species of weeds, plant pathogens or pests (including feral animals), nor increase in abundance of existing weed or pest species in the Licence area compared to adjoining land.

Weeds are defined in this condition as any invasive plant that threatens native vegetation in the local area or any species recognised as invasive in SA.

EXECUTED

this

21st

day of

October

2010

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority

.....
signature
Name: Junesse Martin
Title: Mining Registrar

**SIGNED SEALED AND DELIVERED BY
THE LICENSEE/S**

this

13th

day of

OCTOBER

2010

the Common seal of **Oz Minerals Prominent Hill Operations Pty Ltd (ACN 091 546 691)**
was hereto affixed by

.....

DIRECTOR/SECRETARY



.....

DIRECTOR

INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$9,469.89

MISCELLANEOUS PURPOSES LICENCE

Licence Number 122

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian Mining Act 1971 ("the Act") and the Regulations hereby grants to **Oz Minerals Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Licensee") of **Level 10, 31 Queen Street Melbourne** in the state of **Victoria** a miscellaneous purposes licence of all those lands containing **241.48 hectares** or thereabouts and situate in **Allotment 2023 DP 35056 OH (Andamooka), Block 273 OH (Kingoonya) and Piece 1 DP 47722 OH (Andamooka)** in the State of South Australia more particularly delineated on the plan annexed hereto and marked 'A' ("the land") for the purpose of **an electricity transmission line for supplying power to the Prominent Hill operation** in the manner set out in the **First and Second Schedules** hereto during a term of **eleven years and twenty four days** ("the term") commencing on the **ninth day of July 2010** at the yearly rental, payable in advance, as prescribed by the Regulations upon the conditions prescribed by the Act and the Regulations.
2. IT IS HEREBY FURTHER AGREED AND DECLARED between the parties hereto that the licence is granted upon the further conditions set out hereunder:
 - (1) The Licensee shall pay to the Minister the licence fee at the offices of the Department of Primary Industries and Resources in the State of South Australia:
 - (2) The Licensee may enter upon the land and do all things effective in pursuance or ancillary to the purpose for which this licence is granted and do such things in a fair, orderly, skilful and workmanlike manner:
 - (3) The Licensee will pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land:
 - (4) The Licensee shall comply with the provisions of the Act and Regulations, and the provisions of any other Act and regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
 - (5) The Licensee shall do such things in pursuance of this licence in such a manner so as:-
 - (a) to prevent pollution to or contamination of surface or underground waters; and;
 - (b) to minimise surface damage to the land:
 - (6) The Licensee shall ensure that, in drilling or other underground investigations, no interconnection between ground water aquifers occurs:
 - (7) The Licensee shall permit the Minister or the Director, or any person duly appointed by either of them at all reasonable times to enter upon the land and survey and examine the condition thereof:
 - (8) The Licensee shall, in using and exercising the licence hereby granted, take all necessary action to afford adequate protection against detriment resulting from the conduct of operations in pursuance of the licence:
 - (9) The Licensee shall perform and comply with all of the conditions set out in First & Second Schedules attached hereto.

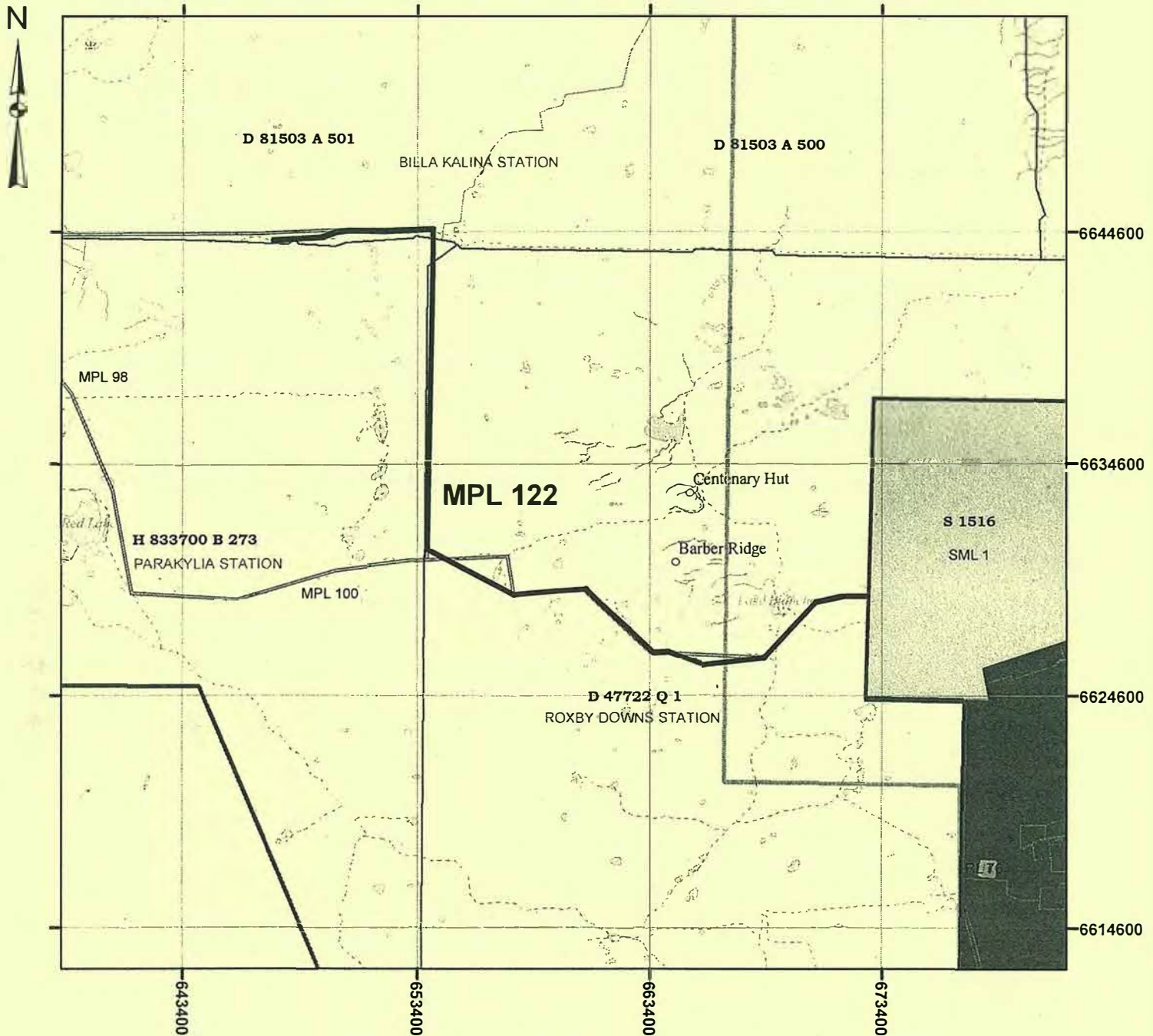
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Signature: <i>[Signature]</i>	Date: 22/10/10

3. Any notice to be given to or demand to be made upon the Licensee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Licensee at the address of the Licensee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Licensee within three days following the day on which the envelope containing such notice or demand is posted.
4. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in this licence, 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:
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 - (iii) 'the Director' means the Director of Mines;
 - (iv) 'the land' includes any part thereof;
 - (v) 'the Licensee' means and includes:
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 - (vii) 'the Regulations' means the Regulations under the Act in force for the time being;
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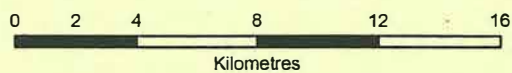
ANNEXURE 'A'

OUT OF HUNDREDS (ANDAMOOKA)



SCALE

1 : 250 000



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

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4. The criteria included in the MARP must demonstrate clear and unambiguous achievement of the environmental and mine closure outcomes specified in Second Schedule by:
 - Including the specific parameters to be measured and monitored by the Licensee,
 - Specifying the locations that the parameters will be measured, or how these locations will be determined,
 - Clearly stating the acceptable values for demonstrating achievement of the outcome, with consideration of any inherent errors of measurement,
 - Specifying the frequency of monitoring by the Licensee; and
 - Identifying what background or control data are to be used or specify how it will be acquired (if necessary).
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A copy of the cover note of certificate of currency for the insurance must be provided to the Director of Mines upon request.

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SECOND SCHEDULE

Unauthorised Access

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Aboriginal and European Heritage

4. The Licensee must in constructing and operating the Licence, ensure that there is no disturbance to Aboriginal or European artefacts or sites of significance unless prior approval under the relevant legislation is obtained.

Weeds and Pests (feral animals)

5. The Licensee must in constructing and operating the Licence ensure no introduction of new species of weeds, plant pathogens or pests (including feral animals), nor increase in abundance of existing weed or pest species in the Licence area compared to adjoining land.

Weeds are defined in this condition as any invasive plant that threatens native vegetation in the local area or any species recognised as invasive in SA.

EXECUTED

this

21st

day of

October

2010

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority

.....
signature
Name: Junesse Martin
Title: Mining Registrar

SIGNED SEALED AND DELIVERED BY
THE LICENSEE/S

this

13th

day of

OCTOBER

2010

the Common seal of **Oz Minerals Prominent Hill Operations Pty Ltd (ACN 091 546 691)**
was hereto affixed by

.....
DIRECTOR/SECRETARY



.....
DIRECTOR

INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$9,840.31



**Government
of South Australia**

Mining Act 1971

TENEMENT DOCUMENT
MISCELLANEOUS PURPOSES LICENCE
SECTION 47

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

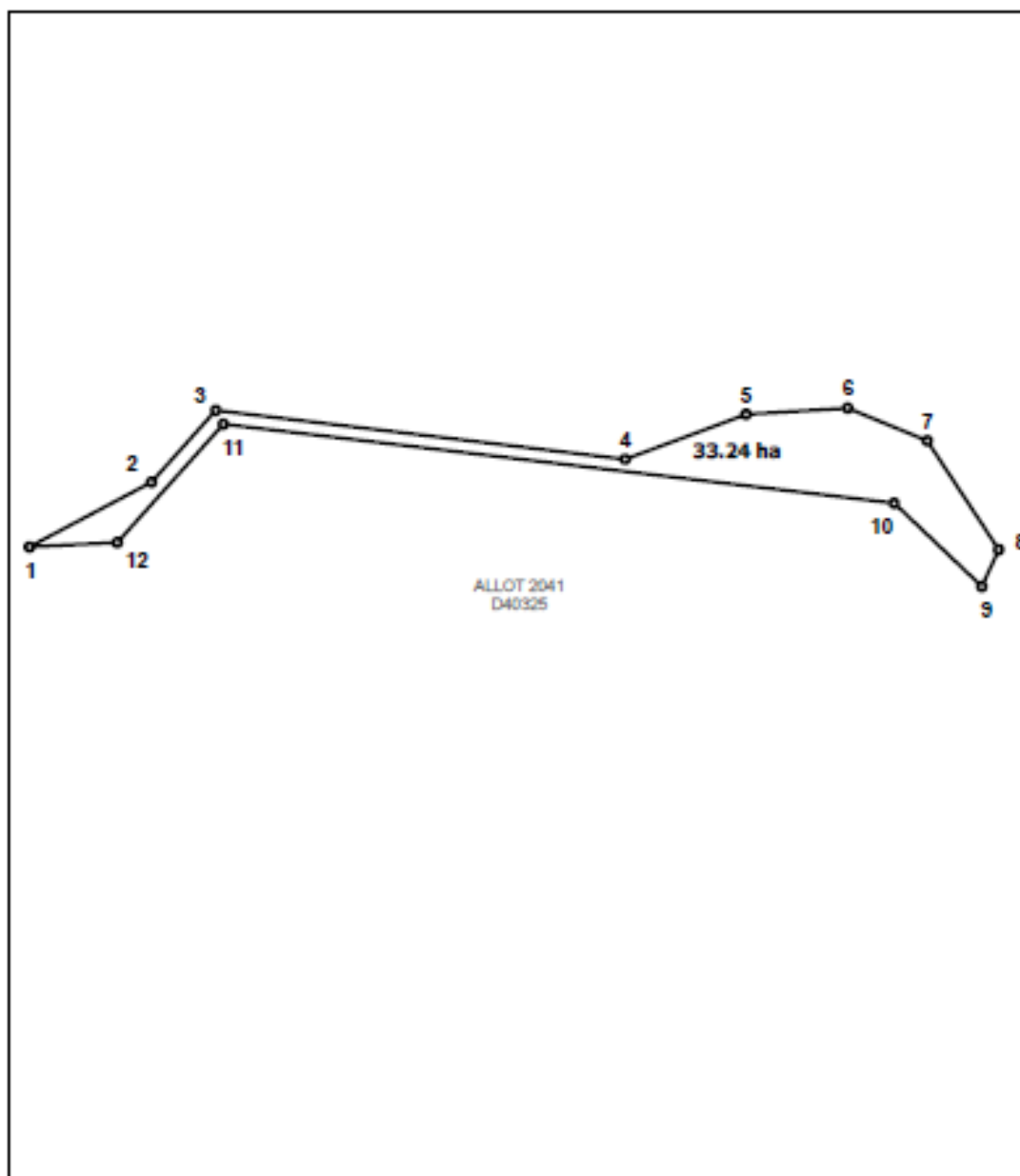
Other Legislation

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

MAP



0 200 m



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: 15/10/2025

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:

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.



**Government
of South Australia**

Mining Act 1971

TENEMENT DOCUMENT
MISCELLANEOUS PURPOSES LICENCE
SECTION 47

TENEMENT HOLDER	OZ Minerals Prominent Hill Operations Pty Ltd (ACN: 091 546 691)
MPL NUMBER	170
TERM OF LICENCE	Fifteen (15) years seven (7) Months and twenty-four (24) days years
COMMENCEMENT DATE	9 December 2025
EXPIRY DATE	01 August 2041
AREA OF LICENCE	2.99 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 170.
- 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 2.99 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;
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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);
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- 11.7.11 The court has made a sequestration order against Party B's estate;
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- 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).

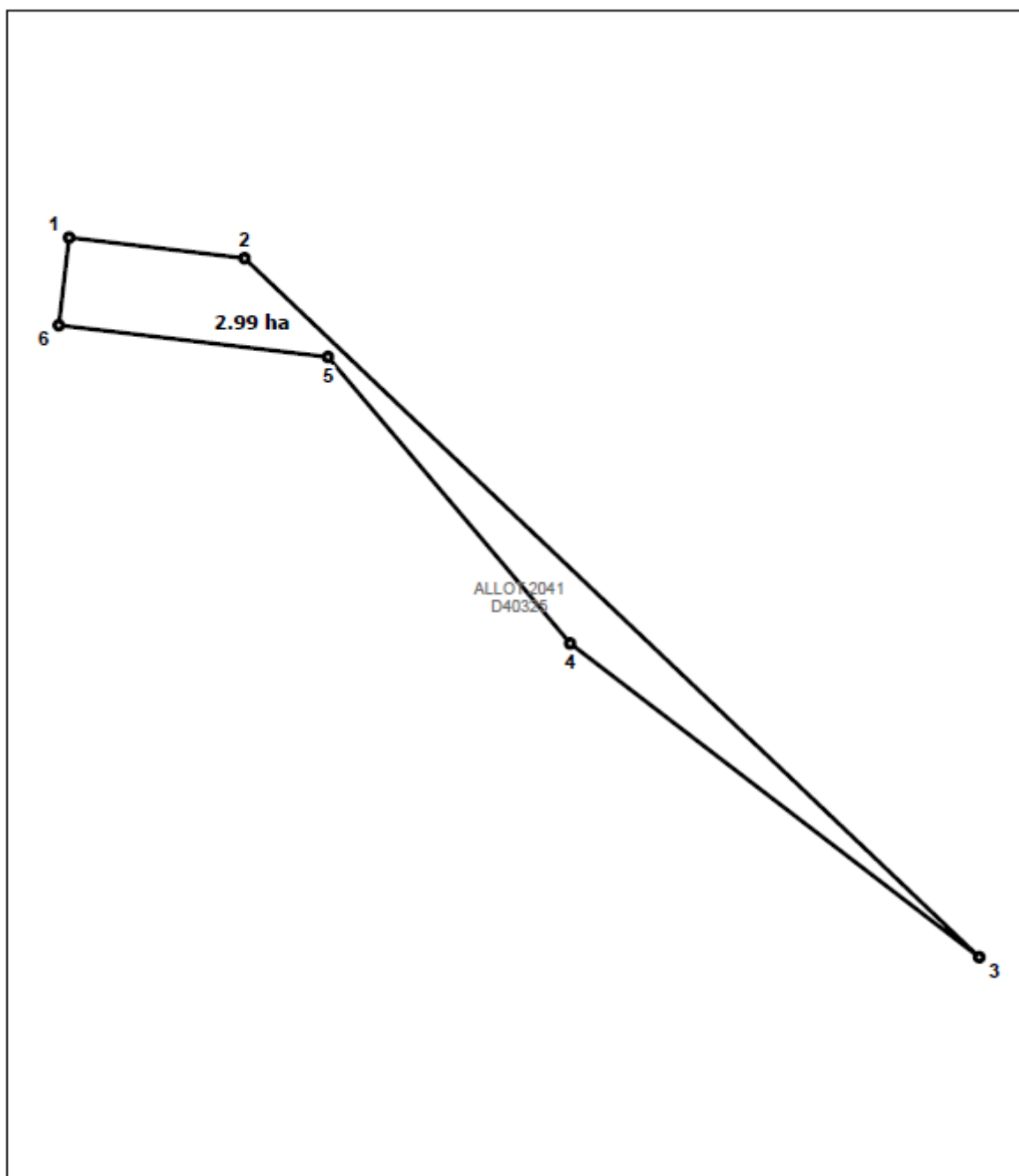
Other Legislation

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

MAP



0 200 m



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: 15/10/2025

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:

Point	Easting	Northing
1	568740.75mE	6707336.60mN
2	568879.79mE	6707320.21mN
3	569462.12mE	6706765.97mN
4	569137.85mE	6707014.77mN
5	568945.93mE	6707241.94mN
6	568732.56mE	6707267.08mN

Area: 2.99 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.



**Government
of South Australia**

Mining Act 1971

TENEMENT DOCUMENT

MISCELLANEOUS PURPOSES LICENCE

SECTION 47

TENEMENT HOLDER	OZ Minerals Prominent Hill Operations Pty Ltd (ACN: 091 546 691)
MPL NUMBER	171
TERM OF LICENCE	Fifteen (15) years seven (7) Months and twenty-four (24) days years
COMMENCEMENT DATE	9 December 2026.
EXPIRY DATE	01 August 2041
AREA OF LICENCE	5.32 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 171.
- 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 5.32 hectares and is located in the Mount Eba area, approximately 130 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).

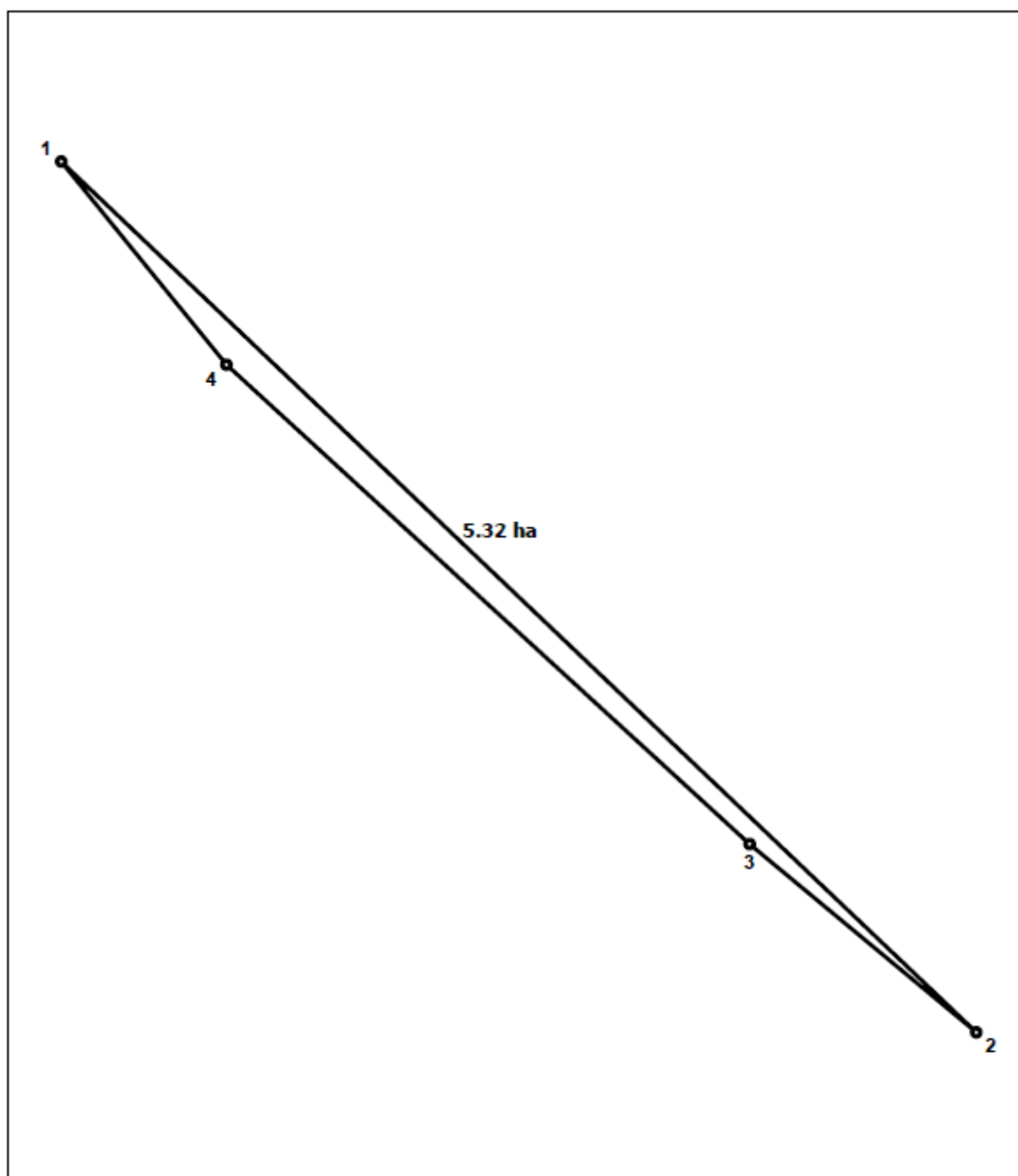
Other Legislation

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

MAP



0 200 m



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: 15/10/2025

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:

Point	Easting	Northing
1	570658.65mE	6705627.15mN
2	571963.16mE	6704385.57mN
3	571640.09mE	6704653.95mN
4	570894.11mE	6705337.45mN

Area: 5.32 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.



**Government
of South Australia**

Mining Act 1971

TENEMENT DOCUMENT
MISCELLANEOUS PURPOSES LICENCE
SECTION 47

TENEMENT HOLDER	OZ Minerals Prominent Hill Operations Pty Ltd (ACN: 091 546 691)
MPL NUMBER	172
TERM OF LICENCE	Fifteen (15) years seven (7) Months and twenty-four (24) days years
COMMENCEMENT DATE	9 December 2025
EXPIRY DATE	01 August 2041
AREA OF LICENCE	1.53 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 172.
- 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 1.53 hectares and is located in the Mount Eba area, approximately 135 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).

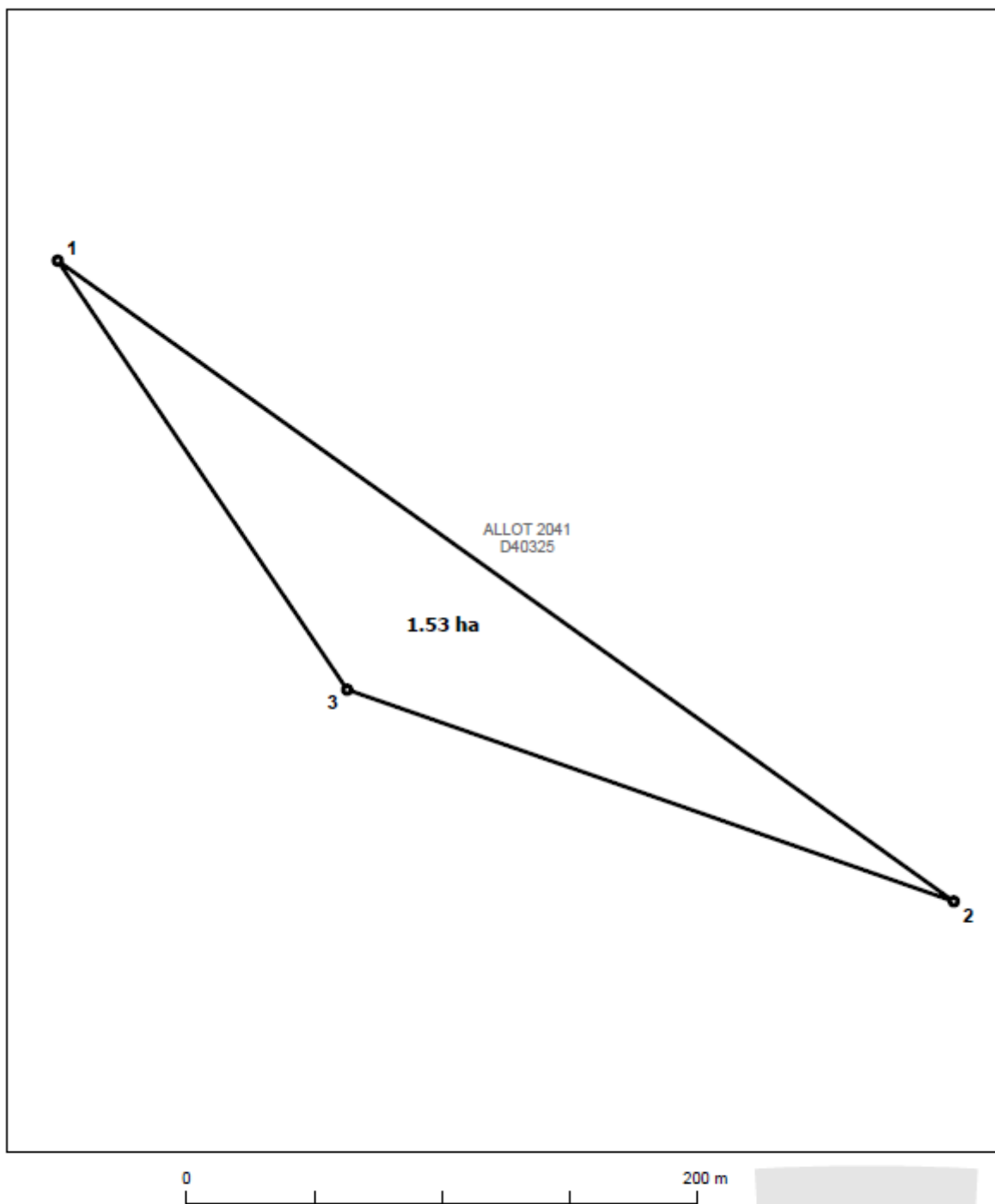
Other Legislation

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

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: 15/10/2025



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:

Point	Easting	Northing
1	575325.54mE	6701190.27mN
2	575677.11mE	6700938.78mN
3	575439.09mE	6701021.89mN

Area: 1.53 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.



**Government
of South Australia**

Mining Act 1971

TENEMENT DOCUMENT
MISCELLANEOUS PURPOSES LICENCE
SECTION 47

TENEMENT HOLDER	OZ Minerals Prominent Hill Operations Pty Ltd (ACN: 091 546 691)
MPL NUMBER	173
TERM OF LICENCE	Fifteen (15) years seven (7) Months and twenty-four (24) days years
COMMENCEMENT DATE	9 December 2025
EXPIRY DATE	01 August 2041
AREA OF LICENCE	13.99 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 173.
- 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 13.99 hectares and is located in the Mount Eba area, approximately 135 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).

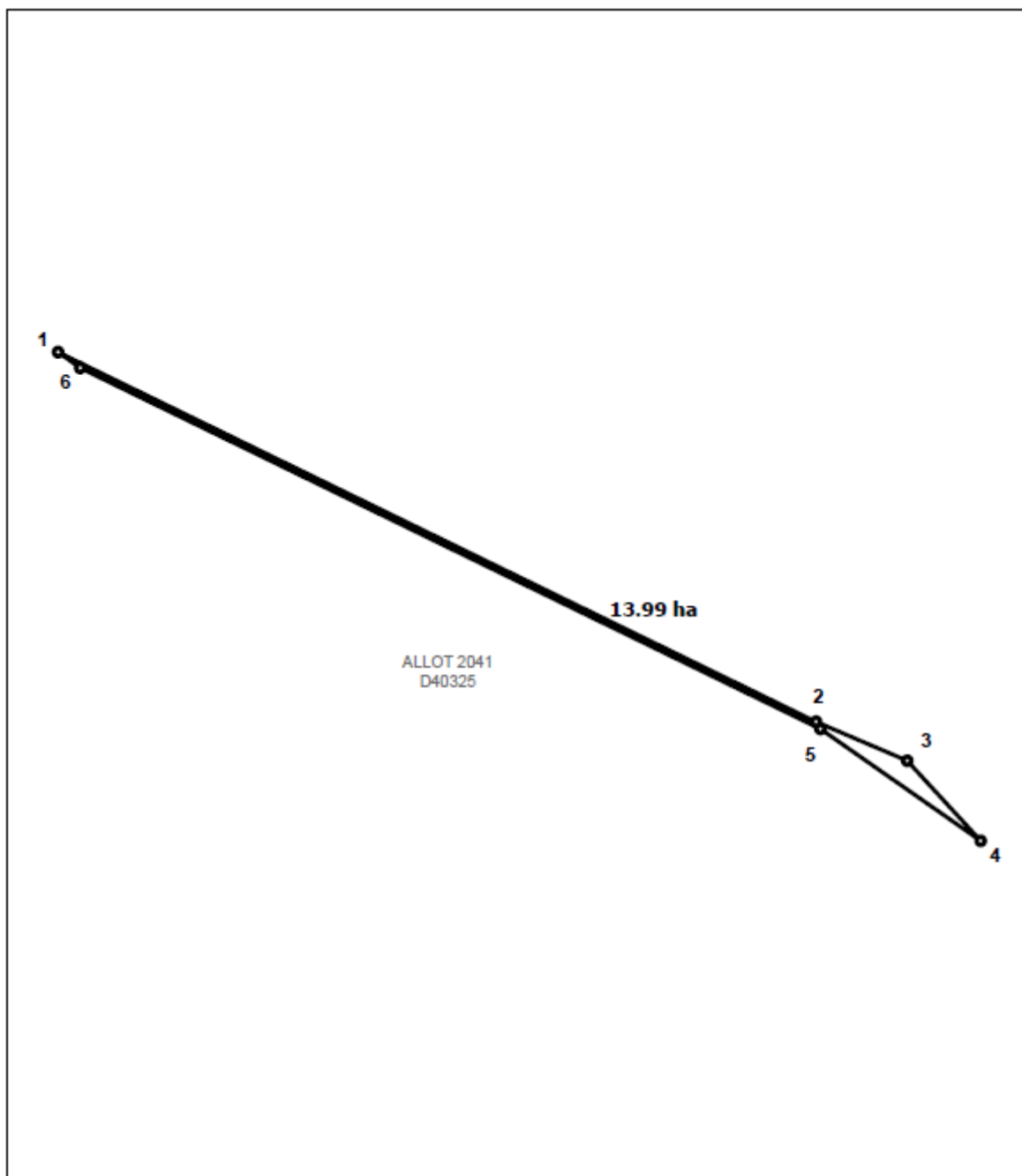
Other Legislation

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

MAP



0 200 m
[] [] [] []



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: 15/10/2025

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:

Point	Easting	Northing
1	575899.81mE	6700902.05mN
2	579460.31mE	6699164.29mN
3	579888.59mE	6698980.70mN
4	580233.92mE	6698603.97mN
5	579481.39mE	6699130.11mN
6	576003.59mE	6700827.81mN

Area: 13.99 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.



**Government
of South Australia**

Mining Act 1971

TENEMENT DOCUMENT
MISCELLANEOUS PURPOSES LICENCE
SECTION 47

TENEMENT HOLDER	OZ Minerals Prominent Hill Operations Pty Ltd (ACN: 091 546 691)
MPL NUMBER	174
TERM OF LICENCE	Fifteen (15) years seven (7) Months and twenty-four (24) days years
COMMENCEMENT DATE	9 December 2025
EXPIRY DATE	01 August 2041
AREA OF LICENCE	2.06 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 174.
- 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 2.06 hectares and is located in the Millers Creek area, approximately 145 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).

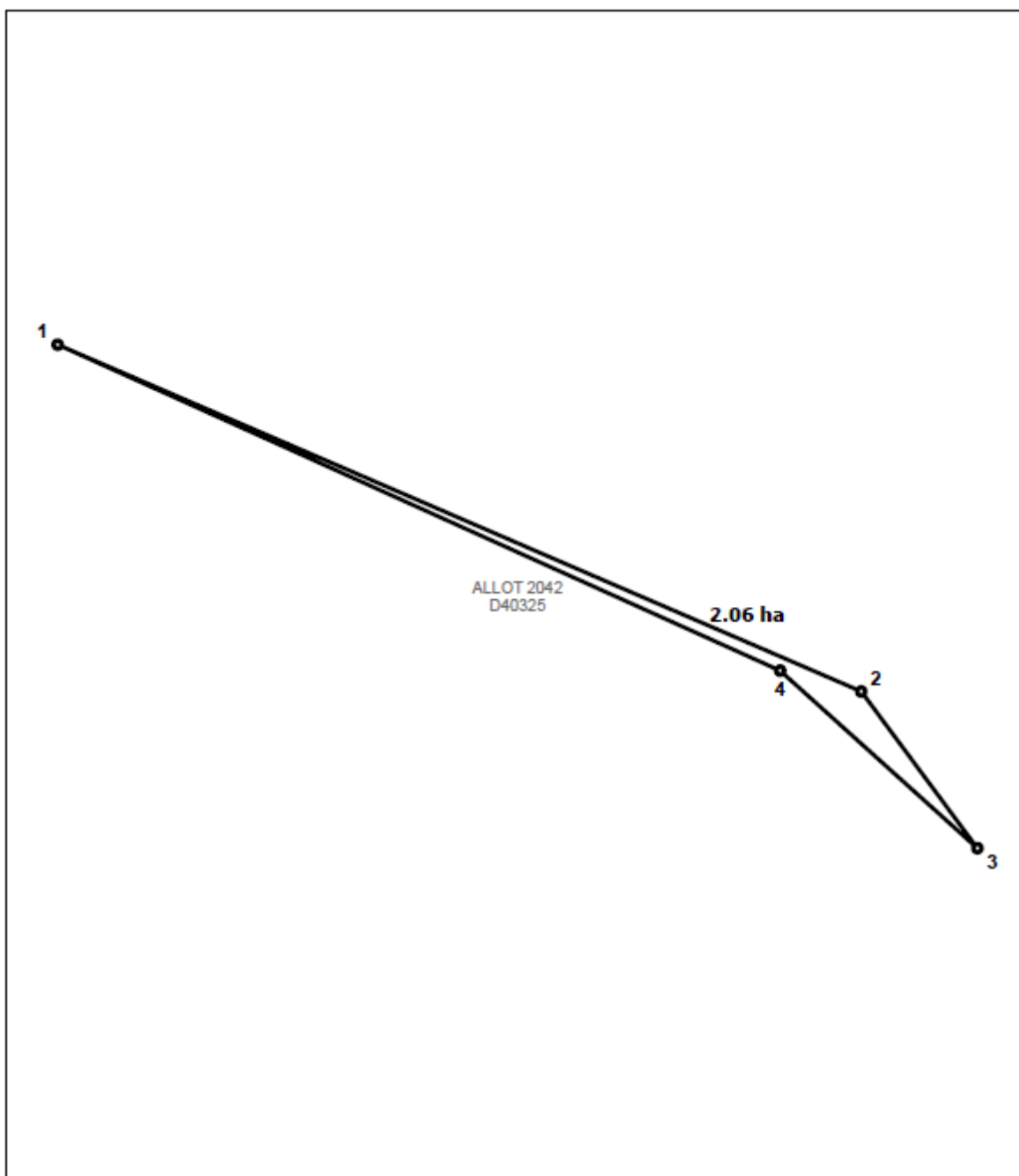
Other Legislation

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

MAP



0 200 m



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: 15/10/2025

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:

Point	Easting	Northing
1	584609.61mE	6694733.11mN
2	585719.89mE	6694253.81mN
3	585880.41mE	6694037.27mN
4	585607.85mE	6694282.71mN

Area: 2.06 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.



**Government
of South Australia**

Mining Act 1971

TENEMENT DOCUMENT
MISCELLANEOUS PURPOSES LICENCE
SECTION 47

TENEMENT HOLDER	OZ Minerals Prominent Hill Operations Pty Ltd (ACN: 091 546 691)
MPL NUMBER	175
TERM OF LICENCE	Fifteen (15) years seven (7) Months and twenty-four (24) days years
COMMENCEMENT DATE	9 December 2025
EXPIRY DATE	01 August 2041
AREA OF LICENCE	0.71 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 175.
- 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 0.71 hectares and is located in the Millers Creek area, approximately 145 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).

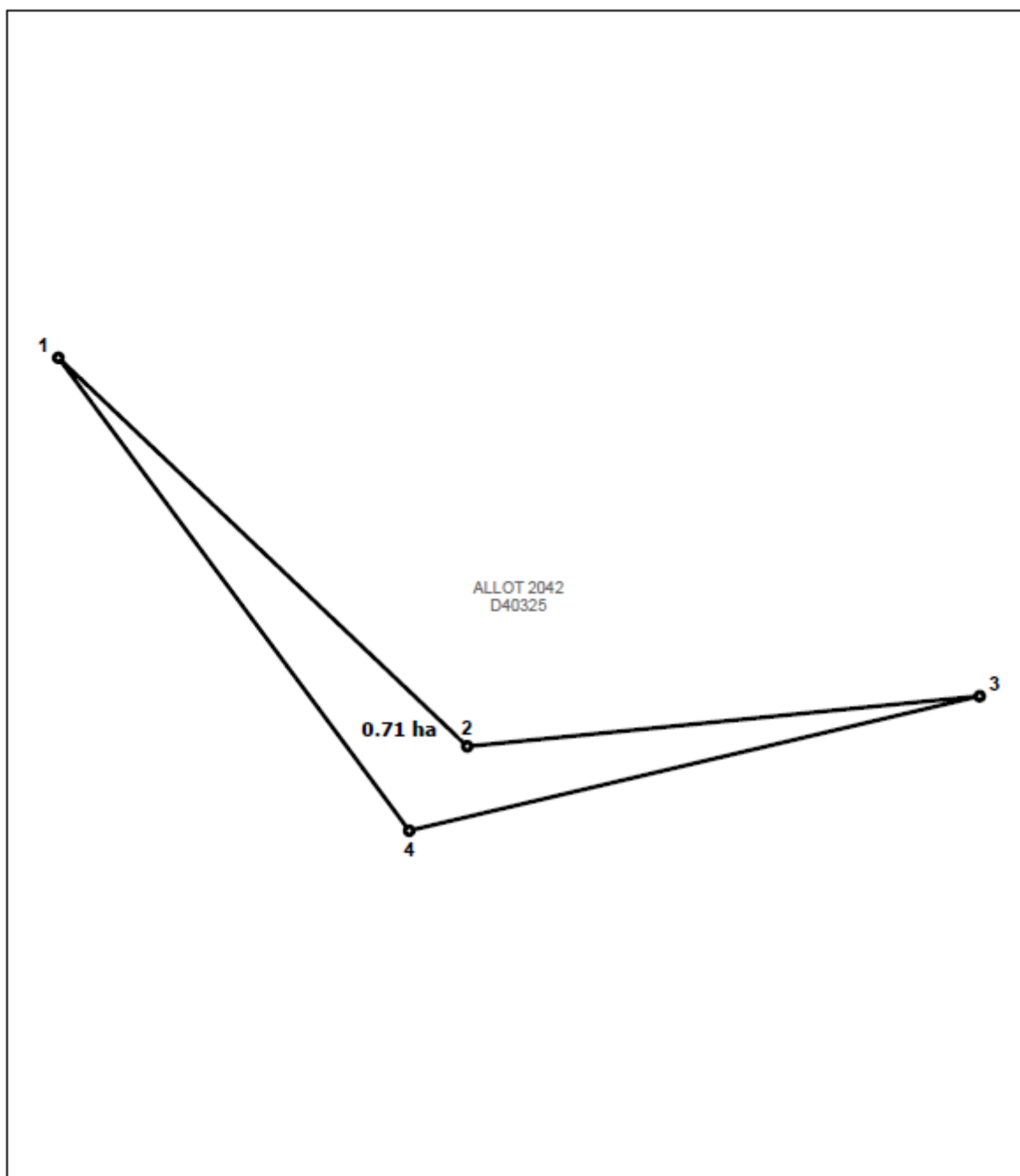
Other Legislation

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

MAP



0 200 m



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: 15/10/2025

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:

Point	Easting	Northing
1	586060.78mE	6693961.83mN
2	586216.61mE	6693813.67mN
3	586411.90mE	6693832.80mN
4	586194.49mE	6693781.51mN

Area: 0.71 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.



**Government
of South Australia**

Mining Act 1971

TENEMENT DOCUMENT
MISCELLANEOUS PURPOSES LICENCE
SECTION 47

TENEMENT HOLDER	OZ Minerals Prominent Hill Operations Pty Ltd (ACN: 091 546 691)
MPL NUMBER	176
TERM OF LICENCE	Fifteen (15) years seven (7) Months and twenty-four (24) days years
COMMENCEMENT DATE	9 December 2025
EXPIRY DATE	01 August 2041
AREA OF LICENCE	1.58 hectares

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

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Native Vegetation Outcome	14
Weeds and Pest Outcome	15
Surface Water Outcome	15

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 176.
- 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 1.58 hectares and is located in the Millers Creek area, approximately 145 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).

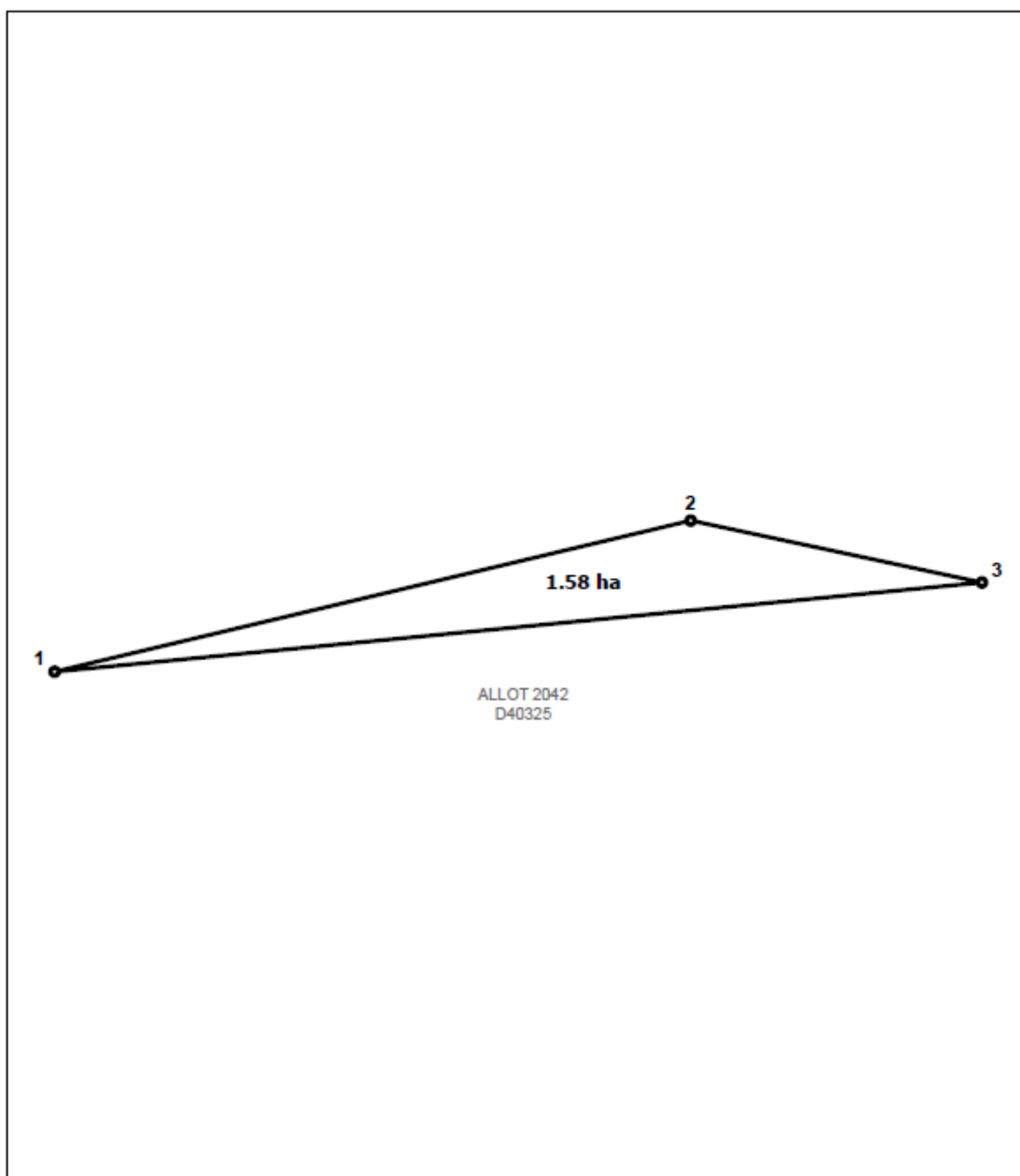
Other Legislation

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

MAP



0 200 m



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: 15/10/2025

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:

Point	Easting	Northing
1	586646.81mE	6693786.63mN
2	587038.89mE	6693879.81mN
3	587218.38mE	6693841.68mN

Area: 1.58 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.

A3. Extractive Minerals Leases

MINING LEASE

Extractive Mineral Lease Number 6234

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian *Mining Act 1971* ("the Act") and the Regulations hereby leases to **Minex (SA) Pty Ltd** (ACN 091 546 691) ("the Lessee") of **Level 9 31 Queen Street Melbourne** in the state of Victoria all those lands containing **1.8** hectares or thereabouts and situate in **Block 1139 OH (Billakalina) Ingomar Station** in the State of South Australia more particularly described and delineated on the plan annexed hereto and marked 'A' ("the land") and being mineral lands within the meaning of the Act.
2. The Lessee together with his servants and agents shall have the following rights and liberties during the continuance of this lease, namely:
 - (1) to conduct mining operations and obtain for the Lessee's own use and benefit the minerals as specified in the First Schedule hereto, in the manner described in the Second Schedule
 - (2) for or incidental to the purposes aforesaid:
 - (a) to cut and construct races, drains, dams, reservoirs, roads and tramways;
 - (3) To sell and dispose of the minerals obtained, from the land in pursuance of this lease or to utilise any such minerals for any commercial or industrial purpose.
3. This lease shall be for a term of **fourteen (14) years and two hundred and ninety (290) days** ("the term") commencing on the **seventeenth day of October 2006**.
4. The Lessee shall use the land for the purposes of mining therein and thereon for minerals as specified in the First Schedule hereto, together with the rights and liberties hereinbefore granted and for no other purpose.
5. The Lessee shall pay to the Minister:-
 - (1) In advance a yearly rental fee as prescribed by the Regulations for each year during the term commencing on the **seventeenth day of October** or such other date as agreed to by the Minister upon renewal; and,
 - (2) A further sum during the term, being a royalty on the minerals recovered under the Lease as provided for by the Act.
6. The Lessee hereby further covenants with the Minister as follows:
 - (1) to pay or cause to be paid to the Director of Mines ("the Director") at the offices of the Department of Primary Industries and Resources South Australia on behalf of the Minister, the rent and other sum hereby reserved at the times and in the manner hereinbefore appointed for payment thereof free and clear of all rates, taxes, impositions, outgoings and deductions whatsoever;

REF: T02580

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Consideration/Value/Security: \$ 0	
SA Proportion (if applicable): \$ 0	
SD: \$ 0	LTO Fees: \$ 0
Int: \$ 0	Pen/Add Tax: \$ 0
Signature: T. Meza	Date: 29/3/07

- (2) to pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land:
- (3) to maintain in position all posts, boundary indicator markers and notices required by the Regulations to be erected or placed on the land in the manner prescribed by the Act and the Regulations:
- (4) to mine the land in a fair, orderly, skilful and workmanlike manner in accordance with the First Schedule hereto and bona fide exclusively for the purpose for which it is demised so as to effect maximum recovery of the mineral resources consistent with economic practicability:
- (5) to supply the Director, forthwith upon written request, with a copy of such records kept pursuant to Section 77 of the Act:
- (6) to make a survey of the land and cause a map or plan of such survey to be sent to the Director whenever the Director so requires, and any and every such survey shall be at the Lessee's own cost and, shall be carried out in the manner required by the regulations (whether under the Act or otherwise):
- (7) at all times to keep and preserve the mines and premises in good order, repair and condition and in such good order, repair and condition at the end or other sooner determination of the term deliver peaceable possession thereof and of all and singular the land hereby leased unto the Minister or to some officer duly authorised by him to receive possession thereof:
- (8) to furnish all returns prescribed by the Act and Regulations:
- (9) to 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 Lessee:
- (10) not to use or occupy the land or permit the same to be used or occupied otherwise than for the purpose of exercising the rights and liberties hereinbefore granted without first obtaining the written consent of the Minister:
- (11) not to assign, transfer, sublet the land, or make the land the subject of any trust or other dealing, whether directly or indirectly, for the whole or any part of the term without first obtaining the written consent of the Minister:
- (12) to observe, perform and carry out the provisions of the Act and Regulations and the provisions of any other Act or regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
- (13) to perform and comply with all of the conditions set out in the Second Schedule annexed hereto:
- (14) to permit the Minister or the Director or any person duly appointed by either of them at all proper and reasonable times without any interruption from the Lessee or the Lessee's agents or servants to enter into and upon the land to view and examine the mining operations conducted in pursuance of this lease and to use all reasonable means to achieve such purpose and to examine and take extracts from all books, accounts, vouchers or documents appertaining to the Lessee's mining operations in pursuance of this lease:
- (15) that the Minister, may at any time, require the Lessee to pay to any person an amount of compensation, stipulated by the Minister, to which that person is, in the opinion of the Minister, entitled in consequence of the conduct of mining operations in pursuance of this lease and the Lessee shall comply forthwith with such requirement:
- (16) that if the Lessee shall fail to comply with any covenant, conditions or proviso herein contained this lease shall be liable to forfeiture in the manner hereinafter provided:

- (17) that if the rent or royalty shall be in arrear and unpaid for more than three calendar months after the day on which the same is payable it shall be lawful for the Minister to cancel this lease and the Minister may thereupon insert a notice in the *Government Gazette* declaring this lease to be forfeited:
- (18) that if the Minister has reason to believe that there has been a breach of or non-compliance with any of the covenants, conditions or provisos herein contained, other than a breach of the covenant for payment of the rent or royalty, the Minister may give or cause to be given by any duly authorised officer of the Minister, written notice to the Lessee specifying the covenants, conditions or provisos which he has reason to believe are not being complied with and notifying the Lessee that this lease will be liable to forfeiture at the expiration of one month from the date of such notice unless in the meantime such covenant, conditions or provisos are duly complied with and if at the expiration of such notice such covenants, conditions or provisos are still not being complied with by the Lessee, the Minister may cancel this lease notwithstanding that the rent or royalty payable under this lease for the period during which such breach is committed may have been paid and notwithstanding any implied waiver of such breach by the Minister and the Minister shall thereupon cause to be inserted by any duly authorised officer of the Minister a notice in the *Government Gazette* declaring this lease to be forfeited. In case of a breach of the covenant for payment of the rent or royalty the Minister may exercise the power of cancellation without giving the written notice hereinbefore mentioned:
- (19) that a notice of forfeiture as hereinbefore mentioned in the last two preceding provisos so published in the *Government Gazette* shall be taken to be conclusive evidence that this lease has been legally cancelled and forfeited:

7. Any notice to be given to or demand to be made upon the Lessee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Lessee at the address of the Lessee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Lessee within three days following the day on which the envelope containing such notice or demand is posted.
8. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in these presents, 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 –
- (i) “amendment” includes an addition, excision or substitution;
 - (ii) “the land” includes any part thereof;
 - (iii) “the Lessee” means and includes:
 - (a) in the case of a natural person the executors, administrators and assigns of that person;
 - (b) in the case of a body corporate the successors, administrators or permitted assigns thereof;
 - (iv) “the Regulations” means the Regulations under the Act in force for the time being;
 - (v) “the term” includes any renewal or extension thereof.

ANNEXURE 'A'

OUT OF HUNDREDS (BILLA KALINA)



SCALE

1 : 10 000



**Data supplied by lessee
Coordinates MGA Zone 53**

FIRST SCHEDULE

1. Mining operations must be carried out for the recovery of gravel.
2. The Lessee must ensure that as part of mine closure, the land disturbed by mining is rehabilitated to a post mining land use as specified in the program for mining and rehabilitation.
3. The Lessee must ensure that all employees and contractors on-site are properly advised of the significance of Aboriginal heritage and culture and are to take due care to preserve all Aboriginal Sites and Objects as defined by the *Aboriginal Heritage Act, 1988*.

SECOND SCHEDULE

1. The Lessee must ensure that mining operations on the land are carried out in an orderly and skilful manner in accordance with a program for mining and rehabilitation (MARF) of the land approved, from time to time, by the Minister.
2. The MARF must comply with the requirements of the guidelines approved by the Chief Inspector of Mines to include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
3. The Lessee must ensure that all land disturbed by mining is progressively rehabilitated in accordance with the approved MARF.
4. The Lessee must provide to the Chief Inspector of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the lease and compliance with the MARF.
5. The MARCR must be submitted every year, or any other period as requested in writing and agreed by the Chief Inspector of Mines.
6. The MARCR must be submitted within 2 months after the anniversary of a date agreed with the Chief Inspector of Mines.
7. The MARCR must be prepared in accordance with guidelines approved by the Chief Inspector of Mines.
8. The MARCR will be made available to the public in a manner and form as determined by the Chief Inspector of Mines.
9. The Lessee must keep accurate records of the quantity, value and manner of disposition of all minerals mined and, whenever required to do so, submit the records for inspection by any person authorised by the Minister.
10. The Lessee must notify the Chief Inspector of Mines as soon as practical if any of the following significant incidents occur within the tenement area:
 - Any fire caused by mining operations;
 - Any unauthorised entry to site by member of the public, or breach of security measures;
 - Any fatality or injury to an employee, contractor or member of the public caused by mining operations (including by truck movements)
11. The Lessee must ensure that all terminal faces are formed (as part of mining) to a gradient not steeper than 1 vertical to 3 horizontal (18.4°) to blend with the local topography and drainage system.

12. The Lessee must ensure that topsoil is removed and stockpiled prior to carrying out any mining activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
13. The Lessee must ensure that all land disturbed by mining is progressively rehabilitated when practicable to do so and, in accordance with appropriate seasonal conditions, progressively re-spread with topsoil and re-vegetated to prevent soil erosion to the satisfaction of the Chief Inspector of Mines.
14. The Lessee must operate in a manner that will minimise the spread of weeds and plant pathogens and ensure that all employees and contractors on-site are fully aware of this requirement.
15. The Lessee must ensure that dust from the operation be effectively controlled and managed.
16. The Lessee must ensure that all water borne silt (or any other mining related contaminants) be contained on the mining lease.
17. The Lessee must, in constructing, operation and post mine closure ensure there is no significant increase in introduced feral fauna species.
18. The Lessee must, in constructing and operating the mine, ensure there is no disturbance to indigenous and non-indigenous sites of significance unless prior approval under the relevant legislation (*Aboriginal Heritage Act 1988 or Heritage Places Act, 1993*) is obtained.

EXECUTED

this

27th

day of

March

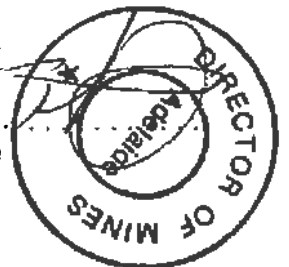
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SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority

signature

Name: Helen Tyrteos

Title: Mining Registrar



**SIGNED SEALED AND DELIVERED BY
THE LESSEE/S**

this

20th

day of

NOVEMBER

the Common seal of **Minex (SA) Pty Ltd (ACN 091 546 691)**
was hereto affixed by

DIRECTOR/SECRETARY
David J. Forsyth

DIRECTOR

P. LESTER



INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$76.50

MINING LEASE

Extractive Mineral Lease Number 6236

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian *Mining Act 1971* ("the Act") and the Regulations hereby leases to **Minex (SA) Pty Ltd (ACN 091 546 691)** ("the Lessee") of **Level 9, 31 Queen Street Melbourne** in the state of Victoria all those lands containing **1.8 hectares** or thereabouts and situate in **Block 473 OH (Billakalina)** in the State of South Australia more particularly described and delineated on the plan annexed hereto and marked 'A' ("the land") and being mineral lands within the meaning of the Act.
2. The Lessee together with his servants and agents shall have the following rights and liberties during the continuance of this lease, namely:
 - (1) to conduct mining operations and obtain for the Lessee's own use and benefit the minerals as specified in the First Schedule hereto, in the manner described in the Second Schedule
 - (2) for or incidental to the purposes aforesaid:
 - (a) to cut and construct races, drains, dams, reservoirs, roads and tramways;
 - (3) To sell and dispose of the minerals obtained, from the land in pursuance of this lease or to utilise any such minerals for any commercial or industrial purpose.
3. This lease shall be for a term of **fourteen (14) years 267 days** ("the term") commencing on the **ninth day of November 2006**.
4. The Lessee shall use the land for the purposes of mining therein and thereon for minerals as specified in the First Schedule hereto, together with the rights and liberties hereinbefore granted and for no other purpose.
5. The Lessee shall pay to the Minister:-
 - (1) In advance a yearly rental fee as prescribed by the Regulations for each year during the term commencing on the **ninth day of November** or such other date as agreed to by the Minister upon renewal; and,
 - (2) A further sum during the term, being a royalty on the minerals recovered under the Lease as provided for by the Act.
6. The Lessee hereby further covenants with the Minister as follows:
 - (1) to pay or cause to be paid to the Director of Mines ("the Director") at the offices of the Department of Primary Industries and Resources South Australia on behalf of the Minister, the rent and other sum hereby reserved at the times and in the manner hereinbefore appointed for payment thereof free and clear of all rates, taxes, impositions, outgoings and deductions whatsoever;

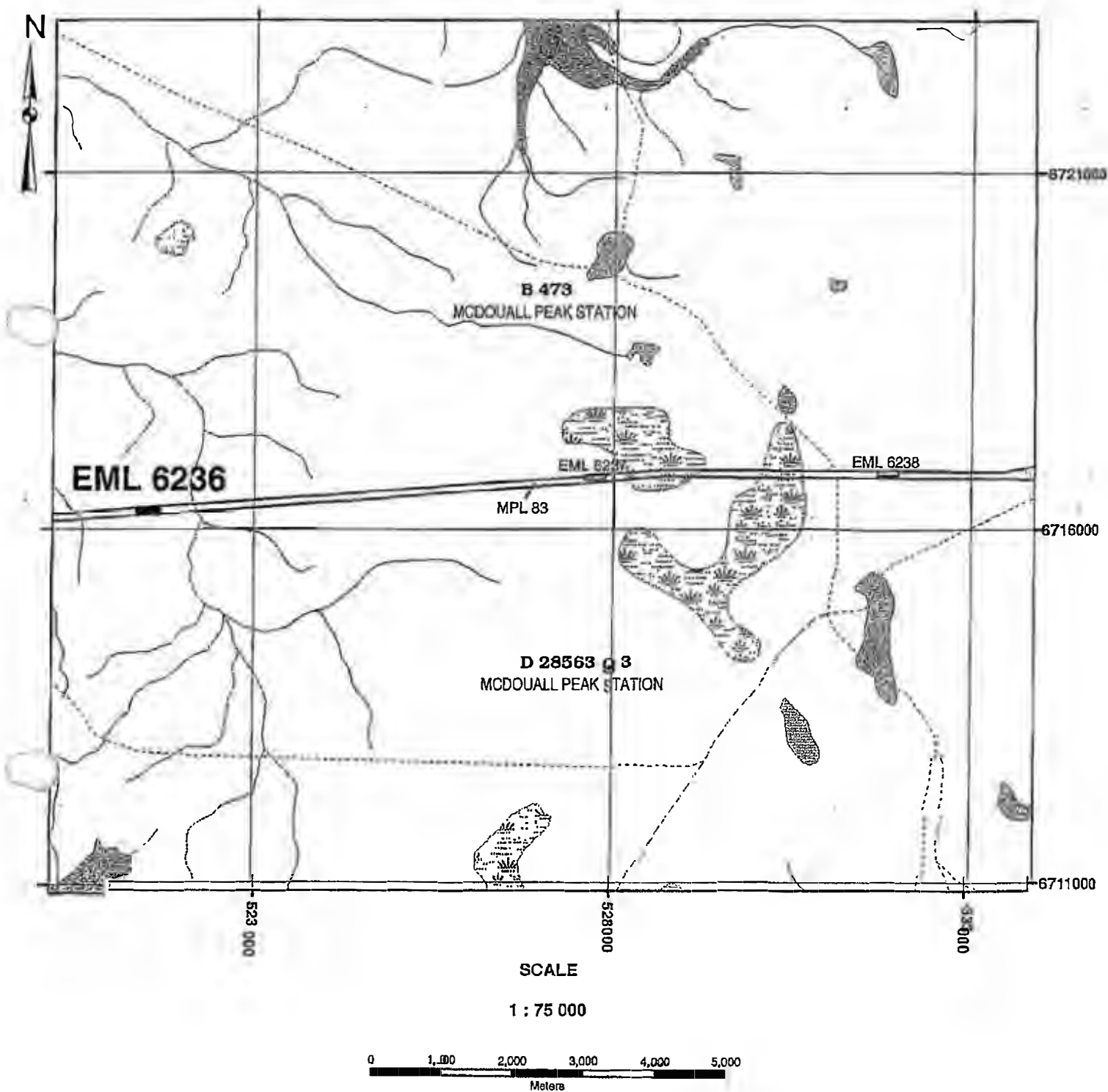
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SA Proportion (if applicable): \$ <u>0</u>	
SD: \$ <u>0</u>	LTO Fees: \$ <u>0</u>
Int: \$ <u>0</u>	Pen/Add Tax: \$ <u>0</u>
Signature: <u>T. [Signature]</u>	Date: <u>29/3/07</u>

- (2) to pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land:
- (3) to maintain in position all posts, boundary indicator markers and notices required by the Regulations to be erected or placed on the land in the manner prescribed by the Act and the Regulations:
- (4) to mine the land in a fair, orderly, skilful and workmanlike manner in accordance with the First Schedule hereto and bona fide exclusively for the purpose for which it is demised so as to effect maximum recovery of the mineral resources consistent with economic practicability:
- (5) to supply the Director, forthwith upon written request, with a copy of such records kept pursuant to Section 77 of the Act:
- (6) to make a survey of the land and cause a map or plan of such survey to be sent to the Director whenever the Director so requires, and any and every such survey shall be at the Lessee's own cost and, shall be carried out in the manner required by the regulations (whether under the Act or otherwise):
- (7) at all times to keep and preserve the mines and premises in good order, repair and condition and in such good order, repair and condition at the end or other sooner determination of the term deliver peaceable possession thereof and of all and singular the land hereby leased unto the Minister or to some officer duly authorised by him to receive possession thereof:
- (8) to furnish all returns prescribed by the Act and Regulations:
- (9) to 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 Lessee:
- (10) not to use or occupy the land or permit the same to be used or occupied otherwise than for the purpose of exercising the rights and liberties hereinbefore granted without first obtaining the written consent of the Minister:
- (11) not to assign, transfer, sublet the land, or make the land the subject of any trust or other dealing, whether directly or indirectly, for the whole or any part of the term without first obtaining the written consent of the Minister:
- (12) to observe, perform and carry out the provisions of the Act and Regulations and the provisions of any other Act or regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
- (13) to perform and comply with all of the conditions set out in the Second Schedule annexed hereto:
- (14) to permit the Minister or the Director or any person duly appointed by either of them at all proper and reasonable times without any interruption from the Lessee or the Lessee's agents or servants to enter into and upon the land to view and examine the mining operations conducted in pursuance of this lease and to use all reasonable means to achieve such purpose and to examine and take extracts from all books, accounts, vouchers or documents appertaining to the Lessee's mining operations in pursuance of this lease:
- (15) that the Minister, may at any time, require the Lessee to pay to any person an amount of compensation, stipulated by the Minister, to which that person is, in the opinion of the Minister, entitled in consequence of the conduct of mining operations in pursuance of this lease and the Lessee shall comply forthwith with such requirement:
- (16) that if the Lessee shall fail to comply with any covenant, conditions or proviso herein contained this lease shall be liable to forfeiture in the manner hereinafter provided:

- (17) that if the rent or royalty shall be in arrear and unpaid for more than three calendar months after the day on which the same is payable it shall be lawful for the Minister to cancel this lease and the Minister may thereupon insert a notice in the *Government Gazette* declaring this lease to be forfeited:
- (18) that if the Minister has reason to believe that there has been a breach of or non-compliance with any of the covenants, conditions or provisos herein contained, other than a breach of the covenant for payment of the rent or royalty, the Minister may give or cause to be given by any duly authorised officer of the Minister, written notice to the Lessee specifying the covenants, conditions or provisos which he has reason to believe are not being complied with and notifying the Lessee that this lease will be liable to forfeiture at the expiration of one month from the date of such notice unless in the meantime such covenant, conditions or provisos are duly complied with and if at the expiration of such notice such covenants, conditions or provisos are still not being complied with by the Lessee, the Minister may cancel this lease notwithstanding that the rent or royalty payable under this lease for the period during which such breach is committed may have been paid and notwithstanding any implied waiver of such breach by the Minister and the Minister shall thereupon cause to be inserted by any duly authorised officer of the Minister a notice in the *Government Gazette* declaring this lease to be forfeited. In case of a breach of the covenant for payment of the rent or royalty the Minister may exercise the power of cancellation without giving the written notice hereinbefore mentioned:
- (19) that a notice of forfeiture as hereinbefore mentioned in the last two preceding provisos so published in the *Government Gazette* shall be taken to be conclusive evidence that this lease has been legally cancelled and forfeited:
7. Any notice to be given to or demand to be made upon the Lessee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Lessee at the address of the Lessee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Lessee within three days following the day on which the envelope containing such notice or demand is posted.
8. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in these presents, 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 –
- (i) "amendment" includes an addition, excision or substitution;
 - (ii) "the land" includes any part thereof;
 - (iii) "the Lessee" means and includes:
 - (a) in the case of a natural person the executors, administrators and assigns of that person;
 - (b) in the case of a body corporate the successors, administrators or permitted assigns thereof;
 - (iv) "the Regulations" means the Regulations under the Act in force for the time being;
 - (v) "the term" includes any renewal or extension thereof.

ANNEXURE 'A'
OUT OF HUNDREDS (BILLA KALINA)



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. Mining operations must be carried out for the recovery of gravel.
2. The Lessee must ensure that as part of mine closure, the land disturbed by mining is rehabilitated to a post mining land use as specified in the program for mining and rehabilitation.
3. The Lessee must ensure that all employees and contractors on-site are properly advised of the significance of Aboriginal heritage and culture and are to take due care to preserve all Aboriginal Sites and Objects as defined by the *Aboriginal Heritage Act, 1988*.

SECOND SCHEDULE

1. The Lessee must ensure that mining operations on the land are carried out in an orderly and skilful manner in accordance with a program for mining and rehabilitation (MARP) of the land approved, from time to time, by the Minister.
2. The MARP must comply with the requirements of the guidelines approved by the Chief Inspector of Mines to include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
3. The Lessee must ensure that all land disturbed by mining is progressively rehabilitated in accordance with the approved MARP.
4. The Lessee must provide to the Chief Inspector of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the lease and compliance with the MARP.
5. The MARCR must be submitted every year, or any other period as requested in writing and agreed by the Chief Inspector of Mines.
6. The MARCR must be submitted within 2 months after the anniversary of a date agreed with the Chief Inspector of Mines.
7. The MARCR must be prepared in accordance with guidelines approved by the Chief Inspector of Mines.
8. The MARCR will be made available to the public in a manner and form as determined by the Chief Inspector of Mines.
9. The Lessee must keep accurate records of the quantity, value and manner of disposition of all minerals mined and, whenever required to do so, submit the records for inspection by any person authorised by the Minister.
10. The Lessee must notify the Chief Inspector of Mines as soon as practical if any of the following significant incidents occur within the tenement area:
 - Any fire caused by mining operations;
 - Any unauthorised entry to site by member of the public, or breach of security measures;
 - Any fatality or injury to an employee, contractor or member of the public caused by mining operations (including by truck movements)

11. The Lessee must ensure that all terminal faces are formed (as part of mining) to a gradient not steeper than 1 vertical to 3 horizontal (18.4°) to blend with the local topography and drainage system.
12. The Lessee must ensure that topsoil is removed and stockpiled prior to carrying out any mining activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
13. The Lessee must ensure that all land disturbed by mining is progressively rehabilitated when practicable to do so and, in accordance with appropriate seasonal conditions, progressively re-spread with topsoil and re-vegetated to prevent soil erosion to the satisfaction of the Chief Inspector of Mines.
14. The Lessee must operate in a manner that will minimise the spread of weeds and plant pathogens and ensure that all employees and contractors on-site are fully aware of this requirement.
15. The Lessee must ensure that dust from the operation be effectively controlled and managed.
16. The Lessee must ensure that all water borne silt (or any other mining related contaminants) be contained on the mining lease.
17. The Lessee must, in constructing, operation and post mine closure ensure there is no significant increase in introduced feral fauna species.
18. The Lessee must, in constructing and operating the mine, ensure there is no disturbance to indigenous and non-indigenous sites of significance unless prior approval under the relevant legislation (*Aboriginal Heritage Act, 1988 or Heritage Places Act 1993*) is obtained.

EXECUTED

this

27th

day of

March

2006

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority

signature 
Name: Helen Tyrteos
Title: Mining Registrar



**SIGNED SEALED AND DELIVERED BY
THE LESSEE/S**

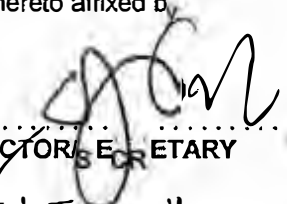
this

27th

day of

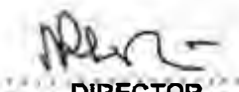
December

the Common seal of **Minex (SA) Pty Ltd (ACN 091 546 691)**
was hereto affixed by


DIRECTOR SECRETARY

David J. Forsyth




DIRECTOR
Peter Letten

INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$85.50

MINING LEASE

Extractive Mineral Lease Number 6237

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian *Mining Act 1971* ("the Act") and the Regulations hereby leases to **Minex (SA) Pty Ltd (ACN 091 546 691)** ("the Lessee") of **Level 9, 31 Queen Street Melbourne** in the state of Victoria all those lands containing **1.8 hectares** or thereabouts and situate in **Block 473 OH (Billakalina)** in the State of South Australia more particularly described and delineated on the plan annexed hereto and marked 'A' ("the land") and being mineral lands within the meaning of the Act.
2. The Lessee together with his servants and agents shall have the following rights and liberties during the continuance of this lease, namely:
 - (1) to conduct mining operations and obtain for the Lessee's own use and benefit the minerals as specified in the First Schedule hereto, in the manner described in the Second Schedule
 - (2) for or incidental to the purposes aforesaid:
 - (a) to cut and construct races, drains, dams, reservoirs, roads and tramways;
 - (3) To sell and dispose of the minerals obtained, from the land in pursuance of this lease or to utilise any such minerals for any commercial or industrial purpose.
3. This lease shall be for a term of **fourteen (14) years 267 days** ("the term") commencing on the **ninth day of November 2006**.
4. The Lessee shall use the land for the purposes of mining therein and thereon for minerals as specified in the First Schedule hereto, together with the rights and liberties hereinbefore granted and for no other purpose.
5. The Lessee shall pay to the Minister:-
 - (1) In advance a yearly rental fee as prescribed by the Regulations for each year during the term commencing on the **ninth day of November** or such other date as agreed to by the Minister upon renewal; and,
 - (2) A further sum during the term, being a royalty on the minerals recovered under the Lease as provided for by the Act.
6. The Lessee hereby further covenants with the Minister as follows:
 - (1) to pay or cause to be paid to the Director of Mines ("the Director") at the offices of the Department of Primary Industries and Resources South Australia on behalf of the Minister, the rent and other sum hereby reserved at the times and in the manner hereinbefore appointed for payment thereof free and clear of all rates, taxes, impositions, outgoings and deductions whatsoever;

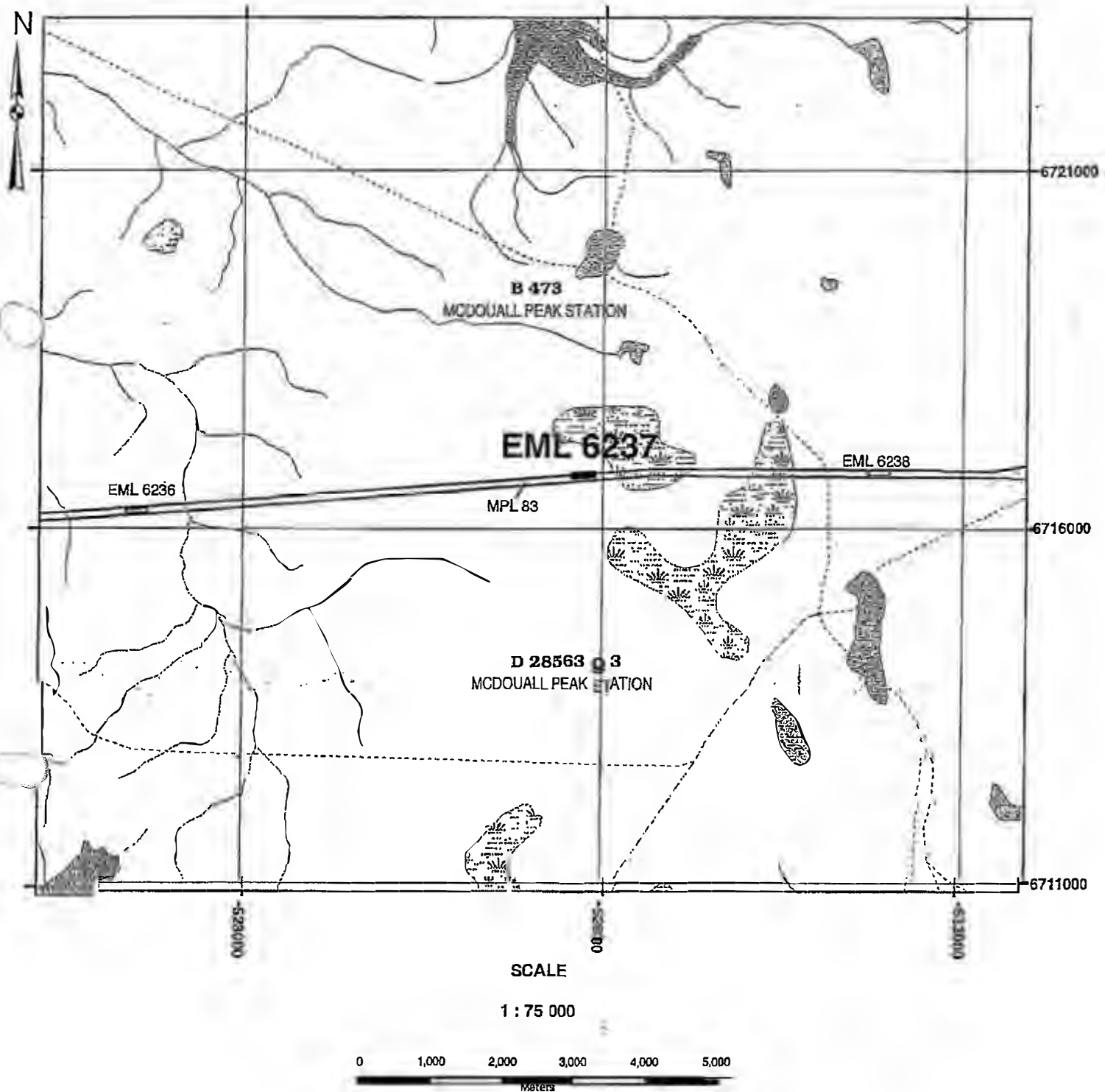
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SD: \$ <u>0</u>	LTO Fees: \$ <u>0</u>
Int: \$ <u>0</u>	Pen/Add Tax: \$ <u>0</u>
Signature: <u>[Signature]</u>	Date: <u>29/3/07</u>

- (2) to pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land:
- (3) to maintain in position all posts, boundary indicator markers and notices required by the Regulations to be erected or placed on the land in the manner prescribed by the Act and the Regulations:
- (4) to mine the land in a fair, orderly, skilful and workmanlike manner in accordance with the First Schedule hereto and bona fide exclusively for the purpose for which it is demised so as to effect maximum recovery of the mineral resources consistent with economic practicability:
- (5) to supply the Director, forthwith upon written request, with a copy of such records kept pursuant to Section 77 of the Act:
- (6) to make a survey of the land and cause a map or plan of such survey to be sent to the Director whenever the Director so requires, and any and every such survey shall be at the Lessee's own cost and, shall be carried out in the manner required by the regulations (whether under the Act or otherwise):
- (7) at all times to keep and preserve the mines and premises in good order, repair and condition and in such good order, repair and condition at the end or other sooner determination of the term deliver peaceable possession thereof and of all and singular the land hereby leased unto the Minister or to some officer duly authorised by him to receive possession thereof:
- (8) to furnish all returns prescribed by the Act and Regulations:
- (9) to 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 Lessee:
- (10) not to use or occupy the land or permit the same to be used or occupied otherwise than for the purpose of exercising the rights and liberties hereinbefore granted without first obtaining the written consent of the Minister:
- (11) not to assign, transfer, sublet the land, or make the land the subject of any trust or other dealing, whether directly or indirectly, for the whole or any part of the term without first obtaining the written consent of the Minister:
- (12) to observe, perform and carry out the provisions of the Act and Regulations and the provisions of any other Act or regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
- (13) to perform and comply with all of the conditions set out in the Second Schedule annexed hereto:
- (14) to permit the Minister or the Director or any person duly appointed by either of them at all proper and reasonable times without any interruption from the Lessee or the Lessee's agents or servants to enter into and upon the land to view and examine the mining operations conducted in pursuance of this lease and to use all reasonable means to achieve such purpose and to examine and take extracts from all books, accounts, vouchers or documents appertaining to the Lessee's mining operations in pursuance of this lease:
- (15) that the Minister, may at any time, require the Lessee to pay to any person an amount of compensation, stipulated by the Minister, to which that person is, in the opinion of the Minister, entitled in consequence of the conduct of mining operations in pursuance of this lease and the Lessee shall comply forthwith with such requirement:
- (16) that if the Lessee shall fail to comply with any covenant, conditions or proviso herein contained this lease shall be liable to forfeiture in the manner hereinafter provided:

- (17) that if the rent or royalty shall be in arrear and unpaid for more than three calendar months after the day on which the same is payable it shall be lawful for the Minister to cancel this lease and the Minister may thereupon insert a notice in the *Government Gazette* declaring this lease to be forfeited:
- (18) that if the Minister has reason to believe that there has been a breach of or non-compliance with any of the covenants, conditions or provisos herein contained, other than a breach of the covenant for payment of the rent or royalty, the Minister may give or cause to be given by any duly authorised officer of the Minister, written notice to the Lessee specifying the covenants, conditions or provisos which he has reason to believe are not being complied with and notifying the Lessee that this lease will be liable to forfeiture at the expiration of one month from the date of such notice unless in the meantime such covenant, conditions or provisos are duly complied with and if at the expiration of such notice such covenants, conditions or provisos are still not being complied with by the Lessee, the Minister may cancel this lease notwithstanding that the rent or royalty payable under this lease for the period during which such breach is committed may have been paid and notwithstanding any implied waiver of such breach by the Minister and the Minister shall thereupon cause to be inserted by any duly authorised officer of the Minister a notice in the *Government Gazette* declaring this lease to be forfeited. In case of a breach of the covenant for payment of the rent or royalty the Minister may exercise the power of cancellation without giving the written notice hereinbefore mentioned:
- (19) that a notice of forfeiture as hereinbefore mentioned in the last two preceding provisos so published in the *Government Gazette* shall be taken to be conclusive evidence that this lease has been legally cancelled and forfeited:
7. Any notice to be given to or demand to be made upon the Lessee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Lessee at the address of the Lessee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Lessee within three days following the day on which the envelope containing such notice or demand is posted.
8. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in these presents, 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 –
- (i) "amendment" includes an addition, excision or substitution;
 - (ii) "the land" includes any part thereof;
 - (iii) "the Lessee" means and includes:
 - (a) in the case of a natural person the executors, administrators and assigns of that person;
 - (b) in the case of a body corporate the successors, administrators or permitted assigns thereof;
 - (iv) "the Regulations" means the Regulations under the Act in force for the time being;
 - (v) "the term" includes any renewal or extension thereof.

ANNEXURE 'A'
OUT OF HUNDREDS (BILLA KALINA)



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. Mining operations must be carried out for the recovery of gravel.
2. The Lessee must ensure that as part of mine closure, the land disturbed by mining is rehabilitated to a post mining land use as specified in the program for mining and rehabilitation.
3. The Lessee must ensure that all employees and contractors on-site are properly advised of the significance of Aboriginal heritage and culture and are to take due care to preserve all Aboriginal Sites and Objects as defined by the *Aboriginal Heritage Act, 1988*.

SECOND SCHEDULE

1. The Lessee must ensure that mining operations on the land are carried out in an orderly and skilful manner in accordance with a program for mining and rehabilitation (MARF) of the land approved, from time to time, by the Minister.
2. The MARF must comply with the requirements of the guidelines approved by the Chief Inspector of Mines to include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
3. The Lessee must ensure that all land disturbed by mining is progressively rehabilitated in accordance with the approved MARF.
4. The Lessee must provide to the Chief Inspector of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the lease and compliance with the MARF.
5. The MARCR must be submitted every year, or any other period as requested in writing and agreed by the Chief Inspector of Mines.
6. The MARCR must be submitted within 2 months after the anniversary of a date agreed with the Chief Inspector of Mines.
7. The MARCR must be prepared in accordance with guidelines approved by the Chief Inspector of Mines.
8. The MARCR will be made available to the public in a manner and form as determined by the Chief Inspector of Mines.
9. The Lessee must keep accurate records of the quantity, value and manner of disposition of all minerals mined and, whenever required to do so, submit the records for inspection by any person authorised by the Minister.
10. The Lessee must notify the Chief Inspector of Mines as soon as practical if any of the following significant incidents occur within the tenement area:
 - Any fire caused by mining operations;
 - Any unauthorised entry to site by member of the public, or breach of security measures;
 - Any fatality or injury to an employee, contractor or member of the public caused by mining operations (including by truck movements)

11. The Lessee must ensure that all terminal faces are formed (as part of mining) to a gradient not steeper than 1 vertical to 3 horizontal (18.4°) to blend with the local topography and drainage system.
12. The Lessee must ensure that topsoil is removed and stockpiled prior to carrying out any mining activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
13. The Lessee must ensure that all land disturbed by mining is progressively rehabilitated when practicable to do so and, in accordance with appropriate seasonal conditions, progressively re-spread with topsoil and re-vegetated to prevent soil erosion to the satisfaction of the Chief Inspector of Mines.
14. The Lessee must operate in a manner that will minimise the spread of weeds and plant pathogens and ensure that all employees and contractors on-site are fully aware of this requirement.
15. The Lessee must ensure that dust from the operation be effectively controlled and managed.
16. The Lessee must ensure that all water borne silt (or any other mining related contaminants) be contained on the mining lease.
17. The Lessee must, in constructing, operation and post mine closure ensure there is no significant increase in introduced feral fauna species.
18. The Lessee must, in constructing and operating the mine, ensure there is no disturbance to indigenous and non-indigenous sites of significance unless prior approval under the relevant legislation (*Aboriginal Heritage Act, 1988 or Heritage Places Act 1993*) is obtained.

EXECUTED

this

27th

day of

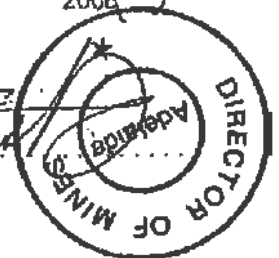
March

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority

signature

Name: Helen Tyrteos

Title: Mining Registrar



**SIGNED SEALED AND DELIVERED BY
THE LESSEE/S**

this

8th

day of

December

the Common seal of Minex (SA) Pty Ltd (ACN 091 546 691)
was hereto affixed by

DIRECTOR/SECRETARY

David J Forsyth

DIRECTOR

Peter Lester



INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$85.50

MINING LEASE

Extractive Mineral Lease Number 6238

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian *Mining Act 1971* ("the Act") and the Regulations hereby leases to **Minex (SA) Pty Ltd (ACN 091 546 691)** ("the Lessee") of **Level 9, 31 Queen Street Melbourne** in the state of Victoria all those lands containing **1.8 hectares** or thereabouts and situate in **Block 473 OH (Billakalina)** in the State of South Australia more particularly described and delineated on the plan annexed hereto and marked 'A' ("the land") and being mineral lands within the meaning of the Act.
2. The Lessee together with his servants and agents shall have the following rights and liberties during the continuance of this lease, namely:
 - (1) to conduct mining operations and obtain for the Lessee's own use and benefit the minerals as specified in the First Schedule hereto, in the manner described in the Second Schedule
 - (2) for or incidental to the purposes aforesaid:
 - (a) to cut and construct races, drains, dams, reservoirs, roads and tramways;
 - (3) To sell and dispose of the minerals obtained, from the land in pursuance of this lease or to utilise any such minerals for any commercial or industrial purpose.
3. This lease shall be for a term of **fourteen (14) years 267 days** ("the term") commencing on the **ninth day of November 2006**.
4. The Lessee shall use the land for the purposes of mining therein and thereon for minerals as specified in the First Schedule hereto, together with the rights and liberties hereinbefore granted and for no other purpose.
5. The Lessee shall pay to the Minister:-
 - (1) In advance a yearly rental fee as prescribed by the Regulations for each year during the term commencing on the **ninth day of November** or such other date as agreed to by the Minister upon renewal; and,
 - (2) A further sum during the term, being a royalty on the minerals recovered under the Lease as provided for by the Act.
6. The Lessee hereby further covenants with the Minister as follows:
 - (1) to pay or cause to be paid to the Director of Mines ("the Director") at the offices of the Department of Primary Industries and Resources South Australia on behalf of the Minister, the rent and other sum hereby reserved at the times and in the manner hereinbefore appointed for payment thereof free and clear of all rates, taxes, impositions, outgoings and deductions whatsoever;

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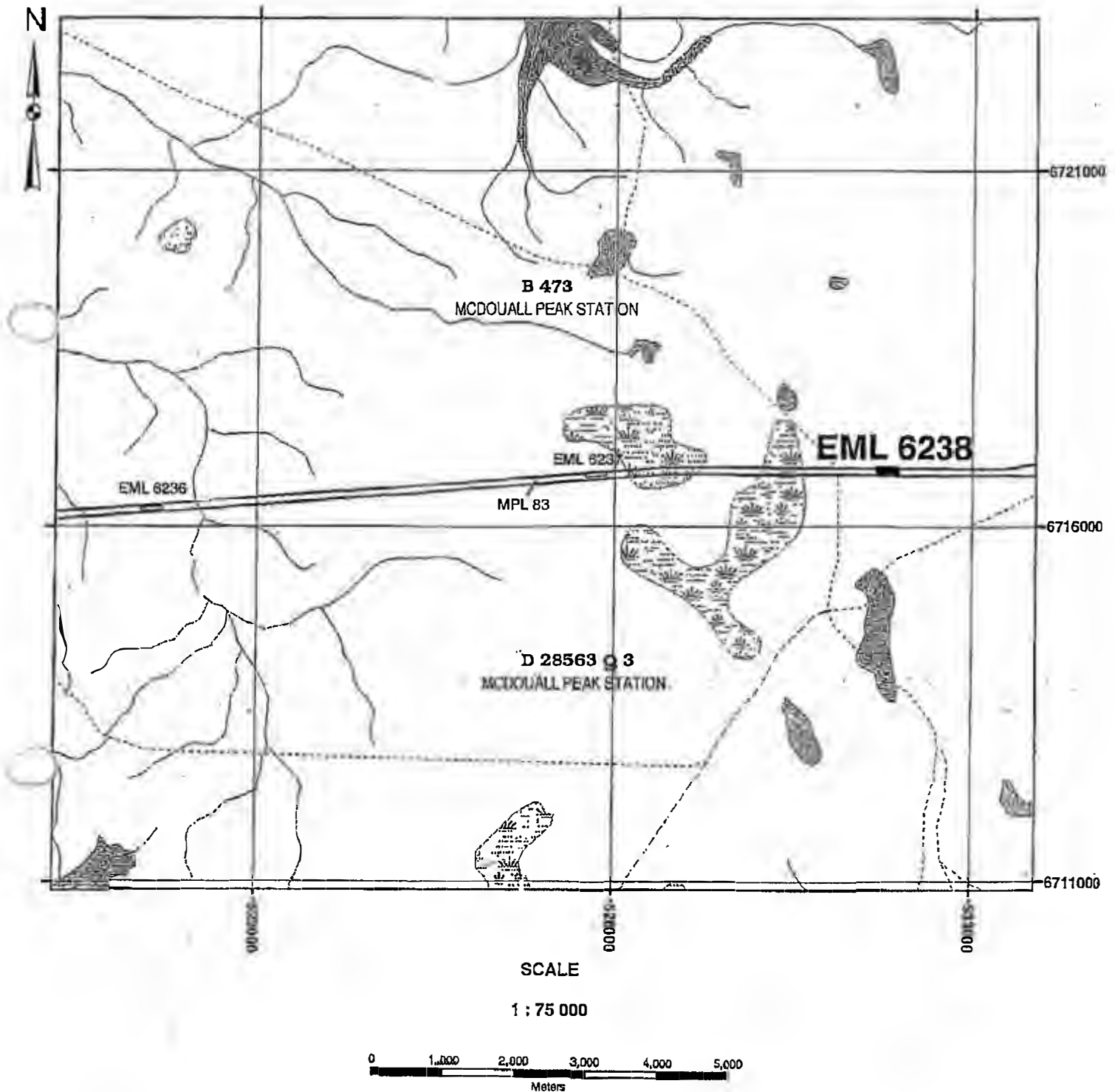
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Int: \$0	Pen/Adm Tax: \$0
Signature: T. A. S.	Date: 29/3/07

- (2) to pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land:
- (3) to maintain in position all posts, boundary indicator markers and notices required by the Regulations to be erected or placed on the land in the manner prescribed by the Act and the Regulations:
- (4) to mine the land in a fair, orderly, skilful and workmanlike manner in accordance with the First Schedule hereto and bona fide exclusively for the purpose for which it is demised so as to effect maximum recovery of the mineral resources consistent with economic practicability:
- (5) to supply the Director, forthwith upon written request, with a copy of such records kept pursuant to Section 77 of the Act:
- (6) to make a survey of the land and cause a map or plan of such survey to be sent to the Director whenever the Director so requires, and any and every such survey shall be at the Lessee's own cost and, shall be carried out in the manner required by the regulations (whether under the Act or otherwise):
- (7) at all times to keep and preserve the mines and premises in good order, repair and condition and in such good order, repair and condition at the end or other sooner determination of the term deliver peaceable possession thereof and of all and singular the land hereby leased unto the Minister or to some officer duly authorised by him to receive possession thereof:
- (8) to furnish all returns prescribed by the Act and Regulations:
- (9) to 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 Lessee:
- (10) not to use or occupy the land or permit the same to be used or occupied otherwise than for the purpose of exercising the rights and liberties hereinbefore granted without first obtaining the written consent of the Minister:
- (11) not to assign, transfer, sublet the land, or make the land the subject of any trust or other dealing, whether directly or indirectly, for the whole or any part of the term without first obtaining the written consent of the Minister:
- (12) to observe, perform and carry out the provisions of the Act and Regulations and the provisions of any other Act or regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
- (13) to perform and comply with all of the conditions set out in the Second Schedule annexed hereto:
- (14) to permit the Minister or the Director or any person duly appointed by either of them at all proper and reasonable times without any interruption from the Lessee or the Lessee's agents or servants to enter into and upon the land to view and examine the mining operations conducted in pursuance of this lease and to use all reasonable means to achieve such purpose and to examine and take extracts from all books, accounts, vouchers or documents appertaining to the Lessee's mining operations in pursuance of this lease:
- (15) that the Minister, may at any time, require the Lessee to pay to any person an amount of compensation, stipulated by the Minister, to which that person is, in the opinion of the Minister, entitled in consequence of the conduct of mining operations in pursuance of this lease and the Lessee shall comply forthwith with such requirement:
- (16) that if the Lessee shall fail to comply with any covenant, conditions or proviso herein contained this lease shall be liable to forfeiture in the manner hereinafter provided:

- (17) that if the rent or royalty shall be in arrear and unpaid for more than three calendar months after the day on which the same is payable it shall be lawful for the Minister to cancel this lease and the Minister may thereupon insert a notice in the *Government Gazette* declaring this lease to be forfeited:
- (18) that if the Minister has reason to believe that there has been a breach of or non-compliance with any of the covenants, conditions or provisos herein contained, other than a breach of the covenant for payment of the rent or royalty, the Minister may give or cause to be given by any duly authorised officer of the Minister, written notice to the Lessee specifying the covenants, conditions or provisos which he has reason to believe are not being complied with and notifying the Lessee that this lease will be liable to forfeiture at the expiration of one month from the date of such notice unless in the meantime such covenant, conditions or provisos are duly complied with and if at the expiration of such notice such covenants, conditions or provisos are still not being complied with by the Lessee, the Minister may cancel this lease notwithstanding that the rent or royalty payable under this lease for the period during which such breach is committed may have been paid and notwithstanding any implied waiver of such breach by the Minister and the Minister shall thereupon cause to be inserted by any duly authorised officer of the Minister a notice in the *Government Gazette* declaring this lease to be forfeited. In case of a breach of the covenant for payment of the rent or royalty the Minister may exercise the power of cancellation without giving the written notice hereinbefore mentioned:
- (19) that a notice of forfeiture as hereinbefore mentioned in the last two preceding provisos so published in the *Government Gazette* shall be taken to be conclusive evidence that this lease has been legally cancelled and forfeited:
7. Any notice to be given to or demand to be made upon the Lessee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Lessee at the address of the Lessee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Lessee within three days following the day on which the envelope containing such notice or demand is posted.
8. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in these presents, 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 –
- (i) "amendment" includes an addition, excision or substitution;
 - (ii) "the land" includes any part thereof;
 - (iii) "the Lessee" means and includes:
 - (a) in the case of a natural person the executors, administrators and assigns of that person;
 - (b) in the case of a body corporate the successors, administrators or permitted assigns thereof;
 - (iv) "the Regulations" means the Regulations under the Act in force for the time being;
 - (v) "the term" includes any renewal or extension thereof.

ANNEXURE 'A'

OUT OF HUNDREDS (BILLA KALINA)



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. Mining operations must be carried out for the recovery of gravel.
2. The Lessee must ensure that as part of mine closure, the land disturbed by mining is rehabilitated to a post mining land use as specified in the program for mining and rehabilitation.
3. The Lessee must ensure that all employees and contractors on-site are properly advised of the significance of Aboriginal heritage and culture and are to take due care to preserve all Aboriginal Sites and Objects as defined by the *Aboriginal Heritage Act, 1988*.

SECOND SCHEDULE

1. The Lessee must ensure that mining operations on the land are carried out in an orderly and skilful manner in accordance with a program for mining and rehabilitation (MARF) of the land approved, from time to time, by the Minister.
2. The MARF must comply with the requirements of the guidelines approved by the Chief Inspector of Mines to include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
3. The Lessee must ensure that all land disturbed by mining is progressively rehabilitated in accordance with the approved MARF.
4. The Lessee must provide to the Chief Inspector of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the lease and compliance with the MARF.
5. The MARCR must be submitted every year, or any other period as requested in writing and agreed by the Chief Inspector of Mines.
6. The MARCR must be submitted within 2 months after the anniversary of a date agreed with the Chief Inspector of Mines.
7. The MARCR must be prepared in accordance with guidelines approved by the Chief Inspector of Mines.
8. The MARCR will be made available to the public in a manner and form as determined by the Chief Inspector of Mines.
9. The Lessee must keep accurate records of the quantity, value and manner of disposition of all minerals mined and, whenever required to do so, submit the records for inspection by any person authorised by the Minister.
10. The Lessee must notify the Chief Inspector of Mines as soon as practical if any of the following significant incidents occur within the tenement area:
 - Any fire caused by mining operations;
 - Any unauthorised entry to site by member of the public, or breach of security measures;
 - Any fatality or injury to an employee, contractor or member of the public caused by mining operations (including by truck movements)

11. The Lessee must ensure that all terminal faces are formed (as part of mining) to a gradient not steeper than 1 vertical to 3 horizontal (18.4°) to blend with the local topography and drainage system.
12. The Lessee must ensure that topsoil is removed and stockpiled prior to carrying out any mining activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
13. The Lessee must ensure that all land disturbed by mining is progressively rehabilitated when practicable to do so and, in accordance with appropriate seasonal conditions, progressively re-spread with topsoil and re-vegetated to prevent soil erosion to the satisfaction of the Chief Inspector of Mines.
14. The Lessee must operate in a manner that will minimise the spread of weeds and plant pathogens and ensure that all employees and contractors on-site are fully aware of this requirement.
15. The Lessee must ensure that dust from the operation be effectively controlled and managed.
16. The Lessee must ensure that all water borne silt (or any other mining related contaminants) be contained on the mining lease.
17. The Lessee must, in constructing, operation and post mine closure ensure there is no significant increase in introduced feral fauna species.
18. The Lessee must, in constructing and operating the mine, ensure there is no disturbance to indigenous and non-indigenous sites of significance unless prior approval under the relevant legislation (*Aboriginal Heritage Act, 1988 or Heritage Places Act 1993*) is obtained.

EXECUTED

this

27th

day of

March

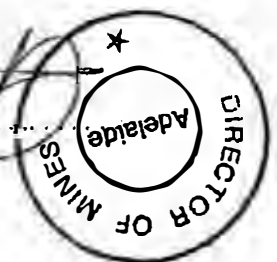
2006 7

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority

.....
signature

Name: Helen Tyrteos

Title: Mining Registrar



SIGNED SEALED AND DELIVERED BY
THE LESSEE/S

this

8th

day of

December

the Common seal of **Minex (SA) Pty Ltd (ACN 091 546 691)**
was hereto affixed by

.....
DIRECTOR/SECRETARY

David S Forsyth

.....
DIRECTOR

PETER LESTER



INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$85.50

MINING LEASE

Extractive Mineral Lease Number 6239

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian *Mining Act 1971* ("the Act") and the Regulations hereby leases to **Minex (SA) Pty Ltd (ACN 091 546 691)** ("the Lessee") of **Level 9, 31 Queen Street Melbourne** in the state of Victoria all those lands containing **1.8 hectares** or thereabouts and situate in **Block 473 OH (Billakalina)** in the State of South Australia more particularly described and delineated on the plan annexed hereto and marked 'A' ("the land") and being mineral lands within the meaning of the Act.
2. The Lessee together with his servants and agents shall have the following rights and liberties during the continuance of this lease, namely:
 - (1) to conduct mining operations and obtain for the Lessee's own use and benefit the minerals as specified in the First Schedule hereto, in the manner described in the Second Schedule
 - (2) for or incidental to the purposes aforesaid:
 - (a) to cut and construct races, drains, dams, reservoirs, roads and tramways;
 - (3) To sell and dispose of the minerals obtained, from the land in pursuance of this lease or to utilise any such minerals for any commercial or industrial purpose.
3. This lease shall be for a term of **fourteen (14) years 267 days** ("the term") commencing on the **ninth day of November 2006**.
4. The Lessee shall use the land for the purposes of mining therein and thereon for minerals as specified in the First Schedule hereto, together with the rights and liberties hereinbefore granted and for no other purpose.
5. The Lessee shall pay to the Minister:-
 - (1) In advance a yearly rental fee as prescribed by the Regulations for each year during the term commencing on the **ninth day of November** or such other date as agreed to by the Minister upon renewal; and,
 - (2) A further sum during the term, being a royalty on the minerals recovered under the Lease as provided for by the Act.
6. The Lessee hereby further covenants with the Minister as follows:
 - (1) to pay or cause to be paid to the Director of Mines ("the Director") at the offices of the Department of Primary Industries and Resources South Australia on behalf of the Minister, the rent and other sum hereby reserved at the times and in the manner hereinbefore appointed for payment thereof free and clear of all rates, taxes, impositions, outgoings and deductions whatsoever;

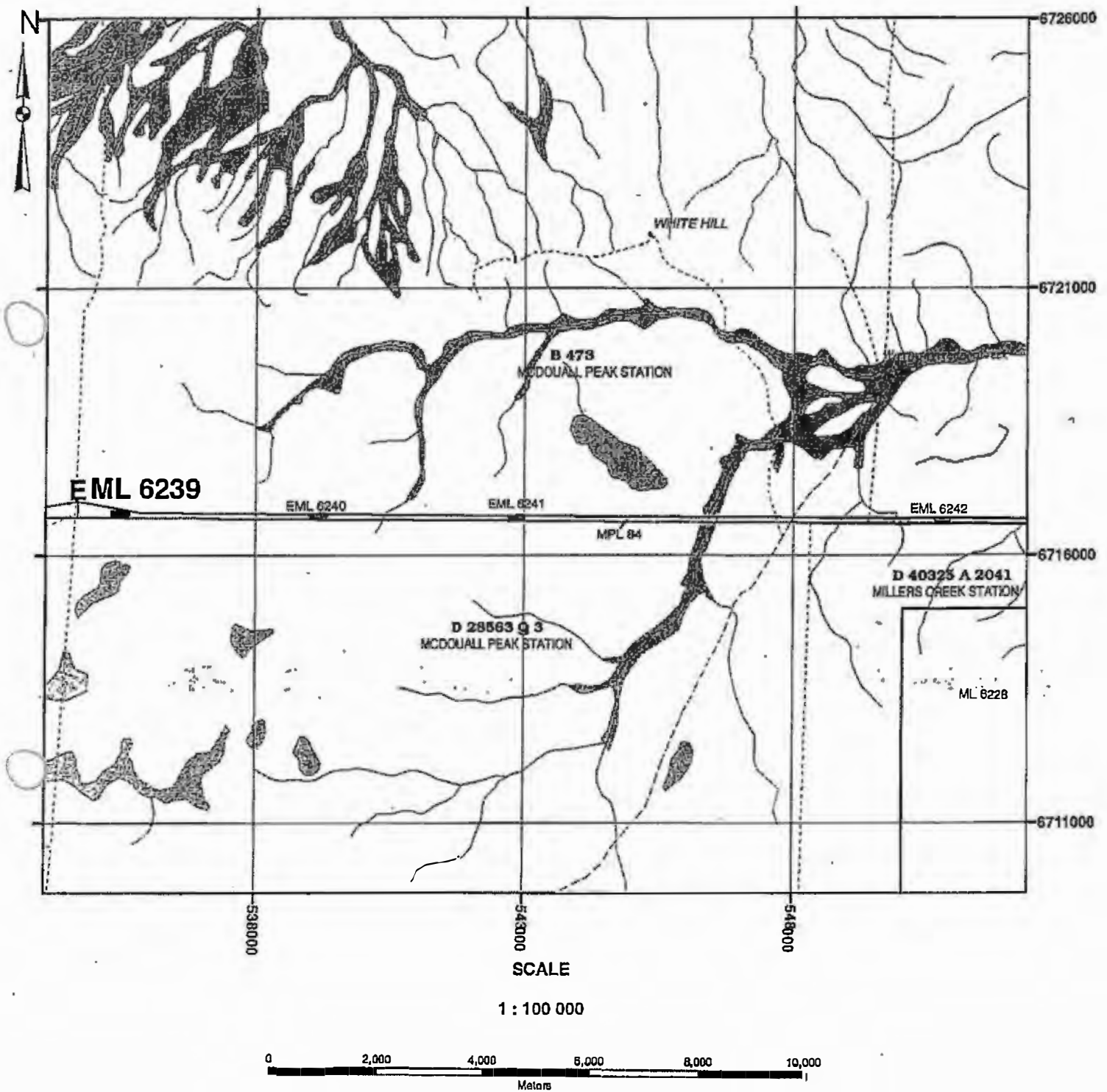
REF: T02584

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RevNetID/PRA Bundle No.:	66114185972
Orig/Copy	1/1 with 1 copies
Consideration/Value/Security:	\$ 0
SA Proportion (if applicable):	\$ 0
SD: \$ 0	LTO Fees: \$ 0
Int: \$ 0	Pen/Add Tax: \$ 0
Signature: T. A.	Date: 29/13/07

- (2) to pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land;
- (3) to maintain in position all posts, boundary indicator markers and notices required by the Regulations to be erected or placed on the land in the manner prescribed by the Act and the Regulations;
- (4) to mine the land in a fair, orderly, skilful and workmanlike manner in accordance with the First Schedule hereto and bona fide exclusively for the purpose for which it is demised so as to effect maximum recovery of the mineral resources consistent with economic practicability;
- (5) to supply the Director, forthwith upon written request, with a copy of such records kept pursuant to Section 77 of the Act;
- (6) to make a survey of the land and cause a map or plan of such survey to be sent to the Director whenever the Director so requires, and any and every such survey shall be at the Lessee's own cost and, shall be carried out in the manner required by the regulations (whether under the Act or otherwise);
- (7) at all times to keep and preserve the mines and premises in good order, repair and condition and in such good order, repair and condition at the end or other sooner determination of the term deliver peaceable possession thereof and of all and singular the land hereby leased unto the Minister or to some officer duly authorised by him to receive possession thereof;
- (8) to furnish all returns prescribed by the Act and Regulations;
- (9) to 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 Lessee;
- (10) not to use or occupy the land or permit the same to be used or occupied otherwise than for the purpose of exercising the rights and liberties hereinbefore granted without first obtaining the written consent of the Minister;
- (11) not to assign, transfer, sublet the land, or make the land the subject of any trust or other dealing, whether directly or indirectly, for the whole or any part of the term without first obtaining the written consent of the Minister;
- (12) to observe, perform and carry out the provisions of the Act and Regulations and the provisions of any other Act or regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands;
- (13) to perform and comply with all of the conditions set out in the Second Schedule annexed hereto;
- (14) to permit the Minister or the Director or any person duly appointed by either of them at all proper and reasonable times without any interruption from the Lessee or the Lessee's agents or servants to enter into and upon the land to view and examine the mining operations conducted in pursuance of this lease and to use all reasonable means to achieve such purpose and to examine and take extracts from all books, accounts, vouchers or documents appertaining to the Lessee's mining operations in pursuance of this lease;
- (15) that the Minister, may at any time, require the Lessee to pay to any person an amount of compensation, stipulated by the Minister, to which that person is, in the opinion of the Minister, entitled in consequence of the conduct of mining operations in pursuance of this lease and the Lessee shall comply forthwith with such requirement;
- (16) that if the Lessee shall fail to comply with any covenant, conditions or proviso herein contained this lease shall be liable to forfeiture in the manner hereinafter provided:

- (17) that if the rent or royalty shall be in arrear and unpaid for more than three calendar months after the day on which the same is payable it shall be lawful for the Minister to cancel this lease and the Minister may thereupon insert a notice in the *Government Gazette* declaring this lease to be forfeited;
- (18) that if the Minister has reason to believe that there has been a breach of or non-compliance with any of the covenants, conditions or provisos herein contained, other than a breach of the covenant for payment of the rent or royalty, the Minister may give or cause to be given by any duly authorised officer of the Minister, written notice to the Lessee specifying the covenants, conditions or provisos which he has reason to believe are not being complied with and notifying the Lessee that this lease will be liable to forfeiture at the expiration of one month from the date of such notice unless in the meantime such covenant, conditions or provisos are duly complied with and if at the expiration of such notice such covenants, conditions or provisos are still not being complied with by the Lessee, the Minister may cancel this lease notwithstanding that the rent or royalty payable under this lease for the period during which such breach is committed may have been paid and notwithstanding any implied waiver of such breach by the Minister and the Minister shall thereupon cause to be inserted by any duly authorised officer of the Minister a notice in the *Government Gazette* declaring this lease to be forfeited. In case of a breach of the covenant for payment of the rent or royalty the Minister may exercise the power of cancellation without giving the written notice hereinbefore mentioned;
- (19) that a notice of forfeiture as hereinbefore mentioned in the last two preceding provisos so published in the *Government Gazette* shall be taken to be conclusive evidence that this lease has been legally cancelled and forfeited:-
7. Any notice to be given to or demand to be made upon the Lessee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Lessee at the address of the Lessee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Lessee within three days following the day on which the envelope containing such notice or demand is posted.
8. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in these presents, 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 –
- (i) "amendment" includes an addition, excision or substitution;
 - (ii) "the land" includes any part thereof;
 - (iii) "the Lessee" means and includes:
 - (a) in the case of a natural person the executors, administrators and assigns of that person;
 - (b) in the case of a body corporate the successors, administrators or permitted assigns thereof;
 - (iv) "the Regulations" means the Regulations under the Act in force for the time being;
 - (v) "the term" includes any renewal or extension thereof.

ANNEXURE 'A'
OUT OF HUNDREDS (BILLA KALINA)



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. Mining operations must be carried out for the recovery of gravel.
2. The Lessee must ensure that as part of mine closure, the land disturbed by mining is rehabilitated to a post mining land use as specified in the program for mining and rehabilitation.
3. The Lessee must ensure that all employees and contractors on-site are properly advised of the significance of Aboriginal heritage and culture and are to take due care to preserve all Aboriginal Sites and Objects as defined by the *Aboriginal Heritage Act, 1988*.

SECOND SCHEDULE

1. The Lessee must ensure that mining operations on the land are carried out in an orderly and skilful manner in accordance with a program for mining and rehabilitation (MARP) of the land approved, from time to time, by the Minister.
2. The MARP must comply with the requirements of the guidelines approved by the Chief Inspector of Mines to include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
3. The Lessee must ensure that all land disturbed by mining is progressively rehabilitated in accordance with the approved MARP.
4. The Lessee must provide to the Chief Inspector of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the lease and compliance with the MARP.
5. The MARCR must be submitted every year, or any other period as requested in writing and agreed by the Chief Inspector of Mines.
6. The MARCR must be submitted within 2 months after the anniversary of a date agreed with the Chief Inspector of Mines.
7. The MARCR must be prepared in accordance with guidelines approved by the Chief Inspector of Mines.
8. The MARCR will be made available to the public in a manner and form as determined by the Chief Inspector of Mines.
9. The Lessee must keep accurate records of the quantity, value and manner of disposition of all minerals mined and, whenever required to do so, submit the records for inspection by any person authorised by the Minister.
10. The Lessee must notify the Chief Inspector of Mines as soon as practical if any of the following significant incidents occur within the tenement area:
 - Any fire caused by mining operations;
 - Any unauthorised entry to site by member of the public, or breach of security measures;
 - Any fatality or injury to an employee, contractor or member of the public caused by mining operations (including by truck movements)

11. The Lessee must ensure that all terminal faces are formed (as part of mining) to a gradient not steeper than 1 vertical to 3 horizontal (18.4^b) to blend with the local topography and drainage system.
12. The Lessee must ensure that topsoil is removed and stockpiled prior to carrying out any mining activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
13. The Lessee must ensure that all land disturbed by mining is progressively rehabilitated when practicable to do so and, in accordance with appropriate seasonal conditions, progressively re-spread with topsoil and re-vegetated to prevent soil erosion to the satisfaction of the Chief Inspector of Mines.
14. The Lessee must operate in a manner that will minimise the spread of weeds and plant pathogens and ensure that all employees and contractors on-site are fully aware of this requirement.
15. The Lessee must ensure that dust from the operation be effectively controlled and managed.
16. The Lessee must ensure that all water borne silt (or any other mining related contaminants) be contained on the mining lease.
17. The Lessee must, in constructing, operation and post mine closure ensure there is no significant increase in introduced feral fauna species.
18. The Lessee must, in constructing and operating the mine, ensure there is no disturbance to, indigenous and no-indigenous sites of significance unless prior approval under the relevant legislation (*Aboriginal Heritage Act, 1988 or Heritage Places Act 1993*) is obtained.

EXECUTED

this

27th

day of

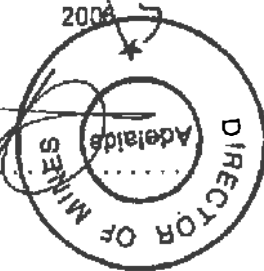
March

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority

.....
signature

Name: Helen Tyrteos

Title: Mining Registrar



**SIGNED SEALED AND DELIVERED BY
THE LESSEE/S**

this

8th

day of

December

the Common seal of Minex (SA) Pty Ltd (ACN 091 546 691)
was hereto affixed by



.....
DIRECTOR/SECRETARY

David S Forsyth

.....
DIRECTOR

Peter Lester

INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$85.50

MINING LEASE

Extractive Mineral Lease Number 6240

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian *Mining Act 1971* ("the Act") and the Regulations hereby leases to **Minex (SA) Pty Ltd (ACN 091 546 691)** ("the Lessee") of **Level 9, 31 Queen Street Melbourne** in the state of Victoria all those lands containing **1.8 hectares** or thereabouts and situate in **Block 473 OH (Billakalina)** in the State of South Australia more particularly described and delineated on the plan annexed hereto and marked 'A' ("the land") and being mineral lands within the meaning of the Act.
2. The Lessee together with his servants and agents shall have the following rights and liberties during the continuance of this lease, namely:
 - (1) to conduct mining operations and obtain for the Lessee's own use and benefit the minerals as specified in the First Schedule hereto, in the manner described in the Second Schedule
 - (2) for or incidental to the purposes aforesaid:
 - (a) to cut and construct races, drains, dams, reservoirs, roads and tramways;
 - (3) To sell and dispose of the minerals obtained, from the land in pursuance of this lease or to utilise any such minerals for any commercial or industrial purpose.
3. This lease shall be for a term of **fourteen (14) years 267 days** ("the term") commencing on the **ninth day of November 2006**.
4. The Lessee shall use the land for the purposes of mining therein and thereon for minerals as specified in the First Schedule hereto, together with the rights and liberties hereinbefore granted and for no other purpose.
5. The Lessee shall pay to the Minister:-
 - (1) In advance a yearly rental fee as prescribed by the Regulations for each year during the term commencing on the **ninth day of November** or such other date as agreed to by the Minister upon renewal; and,
 - (2) A further sum during the term, being a royalty on the minerals recovered under the Lease as provided for by the Act.
6. The Lessee hereby further covenants with the Minister as follows:
 - (1) to pay or cause to be paid to the Director of Mines ("the Director") at the offices of the Department of Primary Industries and Resources South Australia on behalf of the Minister, the rent and other sum hereby reserved at the times and in the manner hereinbefore appointed for payment thereof free and clear of all rates, taxes, impositions, outgoings and deductions whatsoever;

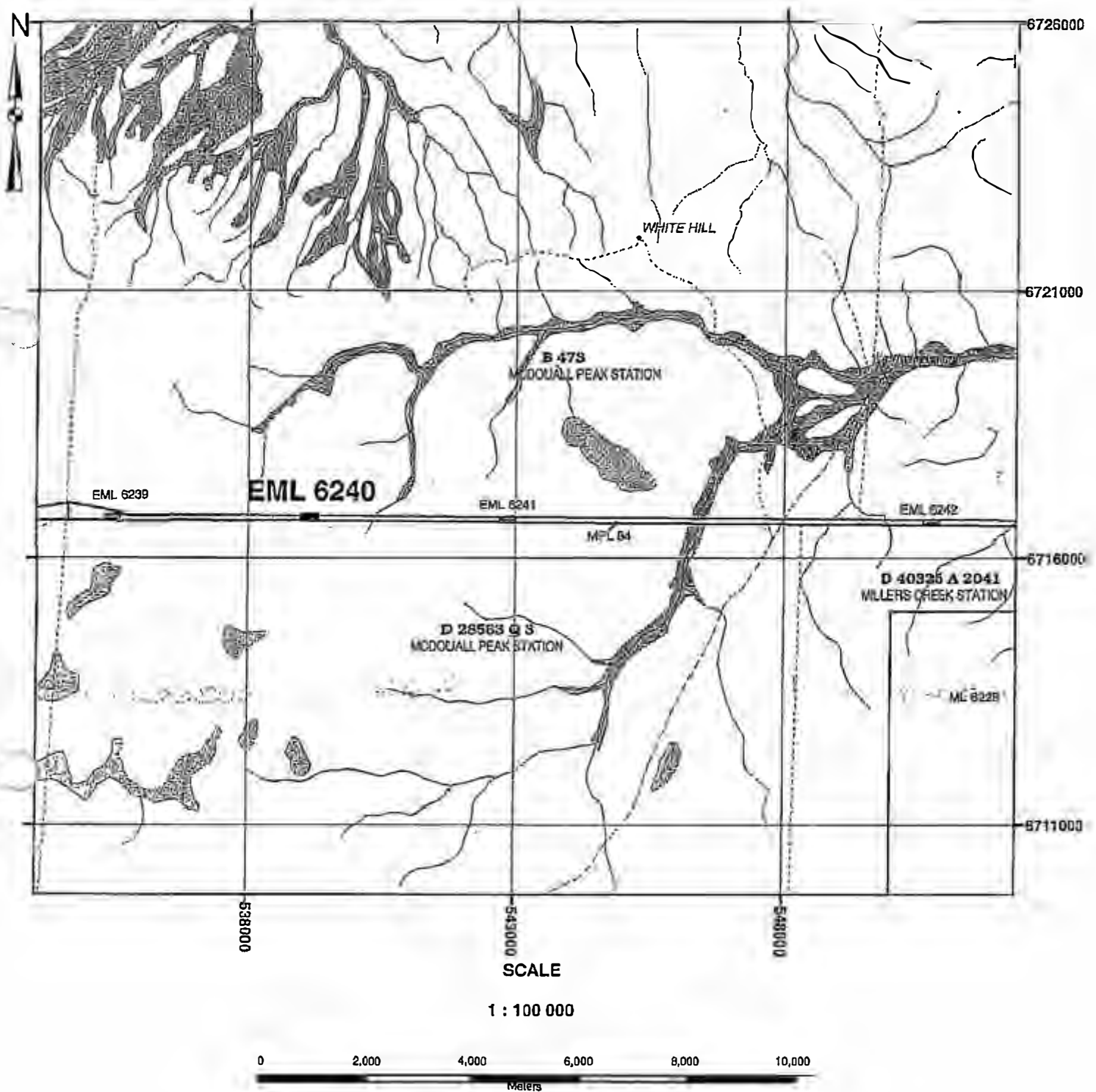
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Int: \$0	Pen/Add Tax: \$0
Signature: T. ASZ	Date: 29/3/07

- (2) to pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land:
- (3) to maintain in position all posts, boundary indicator markers and notices required by the Regulations to be erected or placed on the land in the manner prescribed by the Act and the Regulations:
- (4) to mine the land in a fair, orderly, skilful and workmanlike manner in accordance with the First Schedule hereto and bona fide exclusively for the purpose for which it is demised so as to effect maximum recovery of the mineral resources consistent with economic practicability:
- (5) to supply the Director, forthwith upon written request, with a copy of such records kept pursuant to Section 77 of the Act:
- (6) to make a survey of the land and cause a map or plan of such survey to be sent to the Director whenever the Director so requires, and any and every such survey shall be at the Lessee's own cost and, shall be carried out in the manner required by the regulations (whether under the Act or otherwise):
- (7) at all times to keep and preserve the mines and premises in good order, repair and condition and in such good order, repair and condition at the end or other sooner determination of the term deliver peaceable possession thereof and of all and singular the land hereby leased unto the Minister or to some officer duly authorised by him to receive possession thereof:
- (8) to furnish all returns prescribed by the Act and Regulations:
- (9) to 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 Lessee:
- (10) not to use or occupy the land or permit the same to be used or occupied otherwise than for the purpose of exercising the rights and liberties hereinbefore granted without first obtaining the written consent of the Minister:
- (11) not to assign, transfer, sublet the land, or make the land the subject of any trust or other dealing, whether directly or indirectly, for the whole or any part of the term without first obtaining the written consent of the Minister:
- (12) to observe, perform and carry out the provisions of the Act and Regulations and the provisions of any other Act or regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
- (13) to perform and comply with all of the conditions set out in the Second Schedule annexed hereto:
- (14) to permit the Minister or the Director or any person duly appointed by either of them at all proper and reasonable times without any interruption from the Lessee or the Lessee's agents or servants to enter into and upon the land to view and examine the mining operations conducted in pursuance of this lease and to use all reasonable means to achieve such purpose and to examine and take extracts from all books, accounts, vouchers or documents appertaining to the Lessee's mining operations in pursuance of this lease:
- (15) that the Minister, may at any time, require the Lessee to pay to any person an amount of compensation, stipulated by the Minister, to which that person is, in the opinion of the Minister, entitled in consequence of the conduct of mining operations in pursuance of this lease and the Lessee shall comply forthwith with such requirement:
- (16) that if the Lessee shall fail to comply with any covenant, conditions or proviso herein contained this lease shall be liable to forfeiture in the manner hereinafter provided:

- (17) that if the rent or royalty shall be in arrear and unpaid for more than three calendar months after the day on which the same is payable it shall be lawful for the Minister to cancel this lease and the Minister may thereupon insert a notice in the *Government Gazette* declaring this lease to be forfeited;
- (18) that if the Minister has reason to believe that there has been a breach of or non-compliance with any of the covenants, conditions or provisos herein contained, other than a breach of the covenant for payment of the rent or royalty, the Minister may give or cause to be given by any duly authorised officer of the Minister, written notice to the Lessee specifying the covenants, conditions or provisos which he has reason to believe are not being complied with and notifying the Lessee that this lease will be liable to forfeiture at the expiration of one month from the date of such notice unless in the meantime such covenant, conditions or provisos are duly complied with and if at the expiration of such notice such covenants, conditions or provisos are still not being complied with by the Lessee, the Minister may cancel this lease notwithstanding that the rent or royalty payable under this lease for the period during which such breach is committed may have been paid and notwithstanding any implied waiver of such breach by the Minister and the Minister shall thereupon cause to be inserted by any duly authorised officer of the Minister a notice in the *Government Gazette* declaring this lease to be forfeited. In case of a breach of the covenant for payment of the rent or royalty the Minister may exercise the power of cancellation without giving the written notice hereinbefore mentioned;
- (19) that a notice of forfeiture as hereinbefore mentioned in the last two preceding provisos so published in the *Government Gazette* shall be taken to be conclusive evidence that this lease has been legally cancelled and forfeited:
7. Any notice to be given to or demand to be made upon the Lessee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Lessee at the address of the Lessee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Lessee within three days following the day on which the envelope containing such notice or demand is posted.
8. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in these presents, 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 –
- (i) "amendment" includes an addition, excision or substitution;
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 - (iii) "the Lessee" means and includes:
 - (a) in the case of a natural person the executors, administrators and assigns of that person;
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 - (iv) "the Regulations" means the Regulations under the Act in force for the time being;
 - (v) "the term" includes any renewal or extension thereof.

ANNEXURE 'A'
OUT OF HUNDREDS (BILLA KALINA)



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. Mining operations must be carried out for the recovery of gravel.
2. The Lessee must ensure that as part of mine closure, the land disturbed by mining is rehabilitated to a post mining land use as specified in the program for mining and rehabilitation.
3. The Lessee must ensure that all employees and contractors on-site are properly advised of the significance of Aboriginal heritage and culture and are to take due care to preserve all Aboriginal Sites and Objects as defined by the *Aboriginal Heritage Act, 1988*.

SECOND SCHEDULE

1. The Lessee must ensure that mining operations on the land are carried out in an orderly and skilful manner in accordance with a program for mining and rehabilitation (MARP) of the land approved, from time to time, by the Minister.
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 - Any fire caused by mining operations;
 - Any unauthorised entry to site by member of the public, or breach of security measures;
 - Any fatality or injury to an employee, contractor or member of the public caused by mining operations (including by truck movements)

11. The Lessee must ensure that all terminal faces are formed (as part of mining) to a gradient not steeper than 1 vertical to 3 horizontal (18.4°) to blend with the local topography and drainage system.
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16. The Lessee must ensure that all water borne silt (or any other mining related contaminants) be contained on the mining lease.
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18. The Lessee must, in constructing and operating the mine, ensure there is no disturbance to indigenous and non-indigenous sites of significance unless prior approval under the relevant legislation (*Aboriginal Heritage Act, 1988 or Heritage Places Act 1993*) is obtained.

EXECUTED

this

27th

day of

March

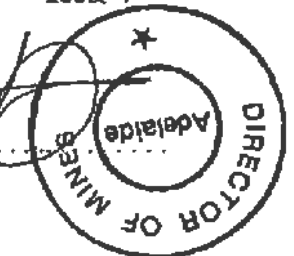
2008

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority

.....
signature

Name: Helen Tyrteos

Title: Mining Registrar



**SIGNED SEALED AND DELIVERED BY
THE LESSEE/S**

this

8th

day of

December

the Common seal of Minex (SA) Pty Ltd (ACN 091 546 691)
was hereto affixed by



.....
DIRECTOR/SECRETARY

David J Forsyth

.....
DIRECTOR

Peter Lester

INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$85.50

MINING LEASE

Extractive Mineral Lease Number 6241

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian *Mining Act 1971* ("the Act") and the Regulations hereby leases to **Minex (SA) Pty Ltd (ACN 091 546 691)** ("the Lessee") of **Level 9, 31 Queen Street Melbourne** in the state of Victoria all those lands containing **1.8 hectares** or thereabouts and situate in **Block 473 OH (Billakalina)** in the State of South Australia more particularly described and delineated on the plan annexed hereto and marked 'A' ("the land") and being mineral lands within the meaning of the Act.
2. The Lessee together with his servants and agents shall have the following rights and liberties during the continuance of this lease, namely:
 - (1) to conduct mining operations and obtain for the Lessee's own use and benefit the minerals as specified in the First Schedule hereto, in the manner described in the Second Schedule
 - (2) for or incidental to the purposes aforesaid:
 - (a) to cut and construct races, drains, dams, reservoirs, roads and tramways;
 - (3) To sell and dispose of the minerals obtained, from the land in pursuance of this lease or to utilise any such minerals for any commercial or industrial purpose.
3. This lease shall be for a term of **fourteen (14) years 267 days** ("the term") commencing on the **ninth day of November 2006**.
4. The Lessee shall use the land for the purposes of mining therein and thereon for minerals as specified in the First Schedule hereto, together with the rights and liberties hereinbefore granted and for no other purpose.
5. The Lessee shall pay to the Minister:-
 - (1) In advance a yearly rental fee as prescribed by the Regulations for each year during the term commencing on the **ninth day of November** or such other date as agreed to by the Minister upon renewal; and,
 - (2) A further sum during the term, being a royalty on the minerals recovered under the Lease as provided for by the Act.
6. The Lessee hereby further covenants with the Minister as follows:
 - (1) to pay or cause to be paid to the Director of Mines ("the Director") at the offices of the Department of Primary Industries and Resources South Australia on behalf of the Minister, the rent and other sum hereby reserved at the times and in the manner hereinbefore appointed for payment thereof free and clear of all rates, taxes, impositions, outgoings and deductions whatsoever;

REF: T02586

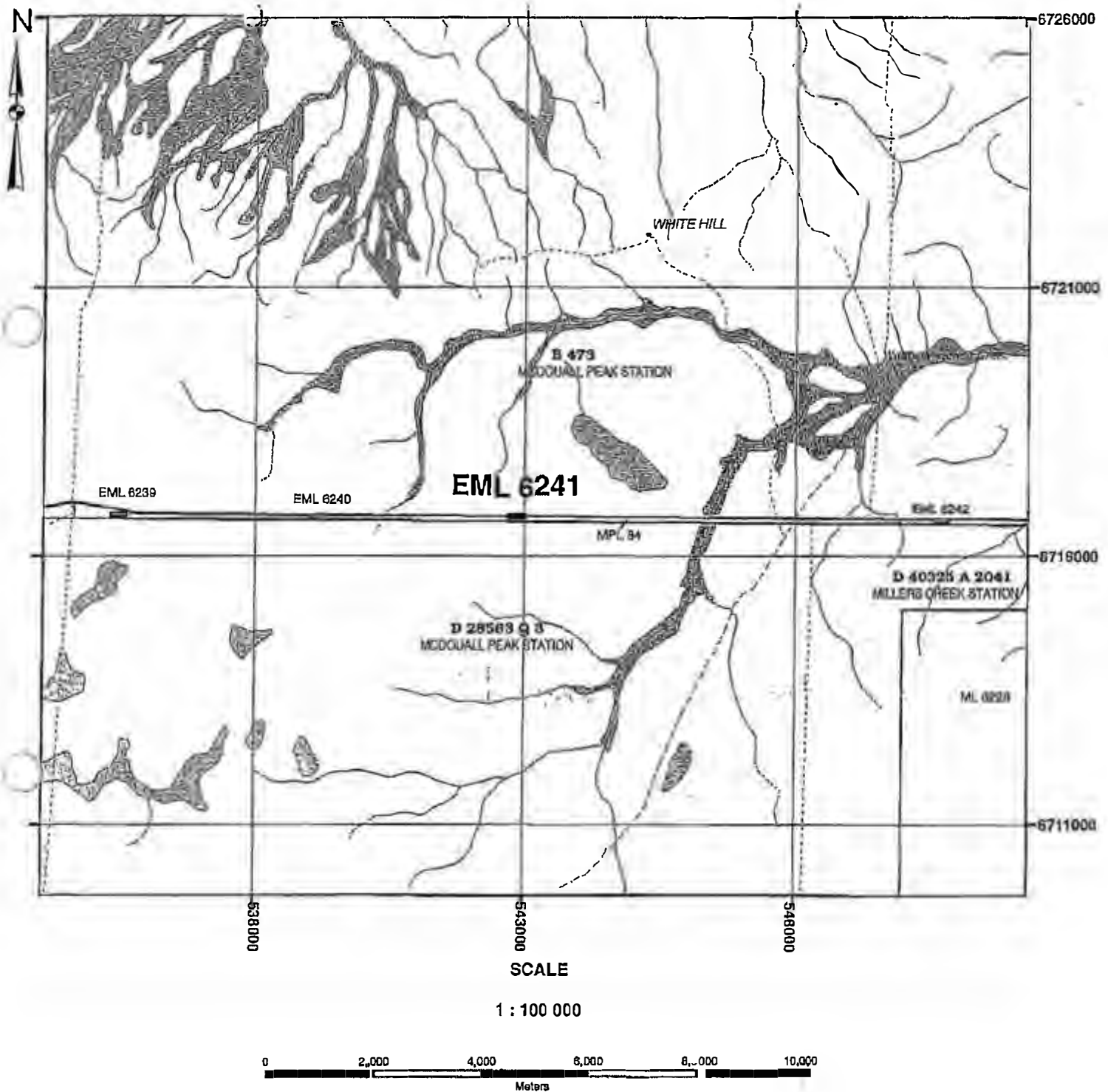
RevenueSA - Stamp Duty - ABN 19 040 349 865 ©	
RevNetID/PRA Bundle No.:	EX 114186146
Orig/Copy	1 with 1 copies
Consideration/Value/Security:	\$ 0
SA Proportion (if applicable):	\$ 0
SD: \$ 0	LTO Fees: \$ 0
Int: \$ 0	Pen/Add Tax: \$ 0
Signature: <i>[Signature]</i>	Date: 29/5/07

- (2) to pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land:
- (3) to maintain in position all posts, boundary indicator markers and notices required by the Regulations to be erected or placed on the land in the manner prescribed by the Act and the Regulations:
- (4) to mine the land in a fair, orderly, skilful and workmanlike manner in accordance with the First Schedule hereto and bona fide exclusively for the purpose for which it is demised so as to effect maximum recovery of the mineral resources consistent with economic practicability:
- (5) to supply the Director, forthwith upon written request, with a copy of such records kept pursuant to Section 77 of the Act:
- (6) to make a survey of the land and cause a map or plan of such survey to be sent to the Director whenever the Director so requires, and any and every such survey shall be at the Lessee's own cost and, shall be carried out in the manner required by the regulations (whether under the Act or otherwise):
- (7) at all times to keep and preserve the mines and premises in good order, repair and condition and in such good order, repair and condition at the end or other sooner determination of the term deliver peaceable possession thereof and of all and singular the land hereby leased unto the Minister or to some officer duly authorised by him to receive possession thereof:
- (8) to furnish all returns prescribed by the Act and Regulations:
- (9) to 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 Lessee:
- (10) not to use or occupy the land or permit the same to be used or occupied otherwise than for the purpose of exercising the rights and liberties hereinbefore granted without first obtaining the written consent of the Minister:
- (11) not to assign, transfer, sublet the land, or make the land the subject of any trust or other dealing, whether directly or indirectly, for the whole or any part of the term without first obtaining the written consent of the Minister:
- (12) to observe, perform and carry out the provisions of the Act and Regulations and the provisions of any other Act or regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
- (13) to perform and comply with all of the conditions set out in the Second Schedule annexed hereto:
- (14) to permit the Minister or the Director or any person duly appointed by either of them at all proper and reasonable times without any interruption from the Lessee or the Lessee's agents or servants to enter into and upon the land to view and examine the mining operations conducted in pursuance of this lease and to use all reasonable means to achieve such purpose and to examine and take extracts from all books, accounts, vouchers or documents appertaining to the Lessee's mining operations in pursuance of this lease:
- (15) that the Minister, may at any time, require the Lessee to pay to any person an amount of compensation, stipulated by the Minister, to which that person is, in the opinion of the Minister, entitled in consequence of the conduct of mining operations in pursuance of this lease and the Lessee shall comply forthwith with such requirement:
- (16) that if the Lessee shall fail to comply with any covenant, conditions or proviso herein contained this lease shall be liable to forfeiture in the manner hereinafter provided:

- (17) that if the rent or royalty shall be in arrear and unpaid for more than three calendar months after the day on which the same is payable it shall be lawful for the Minister to cancel this lease and the Minister may thereupon insert a notice in the *Government Gazette* declaring this lease to be forfeited:
- (18) that if the Minister has reason to believe that there has been a breach of or non-compliance with any of the covenants, conditions or provisos herein contained, other than a breach of the covenant for payment of the rent or royalty, the Minister may give or cause to be given by any duly authorised officer of the Minister, written notice to the Lessee specifying the covenants, conditions or provisos which he has reason to believe are not being complied with and notifying the Lessee that this lease will be liable to forfeiture at the expiration of one month from the date of such notice unless in the meantime such covenant, conditions or provisos are duly complied with and if at the expiration of such notice such covenants, conditions or provisos are still not being complied with by the Lessee, the Minister may cancel this lease notwithstanding that the rent or royalty payable under this lease for the period during which such breach is committed may have been paid and notwithstanding any implied waiver of such breach by the Minister and the Minister shall thereupon cause to be inserted by any duly authorised officer of the Minister a notice in the *Government Gazette* declaring this lease to be forfeited. In case of a breach of the covenant for payment of the rent or royalty the Minister may exercise the power of cancellation without giving the written notice hereinbefore mentioned:
- (19) that a notice of forfeiture as hereinbefore mentioned in the last two preceding provisos so published in the *Government Gazette* shall be taken to be conclusive evidence that this lease has been legally cancelled and forfeited:
7. Any notice to be given to or demand to be made upon the Lessee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Lessee at the address of the Lessee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Lessee within three days following the day on which the envelope containing such notice or demand is posted.
8. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in these presents, 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 –
- (i) "amendment" includes an addition, excision or substitution;
 - (ii) "the land" includes any part thereof;
 - (iii) "the Lessee" means and includes:
 - (a) in the case of a natural person the executors, administrators and assigns of that person;
 - (b) in the case of a body corporate the successors, administrators or permitted assigns thereof;
 - (iv) "the Regulations" means the Regulations under the Act in force for the time being;
 - (v) "the term" includes any renewal or extension thereof.

ANNEXURE 'A'

OUT OF HUNDREDS (BILLA KALINA)



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. Mining operations must be carried out for the recovery of gravel.
2. The Lessee must ensure that as part of mine closure, the land disturbed by mining is rehabilitated to a post mining land use as specified in the program for mining and rehabilitation.
3. The Lessee must ensure that all employees and contractors on-site are properly advised of the significance of Aboriginal heritage and culture and are to take due care to preserve all Aboriginal Sites and Objects as defined by the *Aboriginal Heritage Act, 1988*.

SECOND SCHEDULE

1. The Lessee must ensure that mining operations on the land are carried out in an orderly and skilful manner in accordance with a program for mining and rehabilitation (MARF) of the land approved, from time to time, by the Minister.
2. The MARF must comply with the requirements of the guidelines approved by the Chief Inspector of Mines to include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
3. The Lessee must ensure that all land disturbed by mining is progressively rehabilitated in accordance with the approved MARF.
4. The Lessee must provide to the Chief Inspector of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the lease and compliance with the MARF.
5. The MARCR must be submitted every year, or any other period as requested in writing and agreed by the Chief Inspector of Mines.
6. The MARCR must be submitted within 2 months after the anniversary of a date agreed with the Chief Inspector of Mines.
7. The MARCR must be prepared in accordance with guidelines approved by the Chief Inspector of Mines.
8. The MARCR will be made available to the public in a manner and form as determined by the Chief Inspector of Mines.
9. The Lessee must keep accurate records of the quantity, value and manner of disposition of all minerals mined and, whenever required to do so, submit the records for inspection by any person authorised by the Minister.
10. The Lessee must notify the Chief Inspector of Mines as soon as practical if any of the following significant incidents occur within the tenement area:
 - Any fire caused by mining operations;
 - Any unauthorised entry to site by member of the public, or breach of security measures;
 - Any fatality or injury to an employee, contractor or member of the public caused by mining operations (including by truck movements)

11. The Lessee must ensure that all terminal faces are formed (as part of mining) to a gradient not steeper than 1 vertical to 3 horizontal (18.4°) to blend with the local topography and drainage system.
12. The Lessee must ensure that topsoil is removed and stockpiled prior to carrying out any mining activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
13. The Lessee must ensure that all land disturbed by mining is progressively rehabilitated when practicable to do so and, in accordance with appropriate seasonal conditions, progressively re-spread with topsoil and re-vegetated to prevent soil erosion to the satisfaction of the Chief Inspector of Mines.
14. The Lessee must operate in a manner that will minimise the spread of weeds and plant pathogens and ensure that all employees and contractors on-site are fully aware of this requirement.
15. The Lessee must ensure that dust from the operation be effectively controlled and managed.
16. The Lessee must ensure that all water borne silt (or any other mining related contaminants) be contained on the mining lease.
17. The Lessee must, in constructing, operation and post mine closure ensure there is no significant increase in introduced feral fauna species.
18. The Lessee must, in constructing and operating the mine, ensure there is no disturbance to indigenous and non-indigenous sites of significance unless prior approval under the relevant legislation (*Aboriginal Heritage Act, 1988 or Heritage Places Act 1993*) is obtained.

EXECUTED

this

27th

day of

March

2008

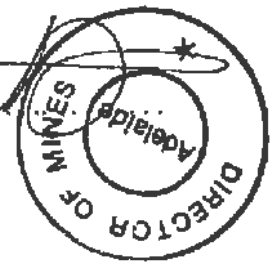
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SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority

signature

Name: Helen Tyrteos

Title: Mining Registrar



**SIGNED SEALED AND DELIVERED BY
THE LESSEE/S**

this

8th

day of

December

the Common seal of **Minex (SA) Pty Ltd (ACN 091 546 691)**
was hereto affixed by

DIRECTOR/SECRETARY

David J Forsyth

DIRECTOR

? Letter.



INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$85.50

MINING LEASE

Extractive Mineral Lease Number 6242

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian *Mining Act 1971* ("the Act") and the Regulations hereby leases to **Minex (SA) Pty Ltd (ACN 091 546 691)** ("the Lessee") of **Level 9, 31 Queen Street Melbourne** in the state of Victoria all those lands containing **1.8 hectares** or thereabouts and situate in **Block 473 OH (Billakalina)** in the State of South Australia more particularly described and delineated on the plan annexed hereto and marked 'A' ("the land") and being mineral lands within the meaning of the Act.
2. The Lessee together with his servants and agents shall have the following rights and liberties during the continuance of this lease, namely:
 - (1) to conduct mining operations and obtain for the Lessee's own use and benefit the minerals as specified in the First Schedule hereto, in the manner described in the Second Schedule
 - (2) for or incidental to the purposes aforesaid:
 - (a) to cut and construct races, drains, dams, reservoirs, roads and tramways;
 - (3) To sell and dispose of the minerals obtained, from the land in pursuance of this lease or to utilise any such minerals for any commercial or industrial purpose.
3. This lease shall be for a term of **fourteen (14) years 267 days** ("the term") commencing on the **ninth day of November 2006**.
4. The Lessee shall use the land for the purposes of mining therein and thereon for minerals as specified in the First Schedule hereto, together with the rights and liberties hereinbefore granted and for no other purpose.
5. The Lessee shall pay to the Minister:-
 - (1) In advance a yearly rental fee as prescribed by the Regulations for each year during the term commencing on the **ninth day of November** or such other date as agreed to by the Minister upon renewal; and,
 - (2) A further sum during the term, being a royalty on the minerals recovered under the Lease as provided for by the Act.
6. The Lessee hereby further covenants with the Minister as follows:
 - (1) to pay or cause to be paid to the Director of Mines ("the Director") at the offices of the Department of Primary Industries and Resources South Australia on behalf of the Minister, the rent and other sum hereby reserved at the times and in the manner hereinbefore appointed for payment thereof free and clear of all rates, taxes, impositions, outgoings and deductions whatsoever;

REF: T02587

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RevNetID/PRA Bundle No.: <u>EX 11418600</u>	
Orig <u>Copy</u>	(<u>0</u>) with <u>1</u> copies
Consideration/Value/Security: \$ <u>0</u>	
SA Proportion (if applicable): \$ <u>0</u>	
SD: \$ <u>0</u>	LTO Fees: \$ <u>0</u>
Int: \$ <u>0</u>	Pen/Add Tax: \$ <u>0</u>
Signature: <u>T. O'Sullivan</u>	Date: <u>29/3/07</u>

- (2) to pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land:
- (3) to maintain in position all posts, boundary indicator markers and notices required by the Regulations to be erected or placed on the land in the manner prescribed by the Act and the Regulations:
- (4) to mine the land in a fair, orderly, skilful and workmanlike manner in accordance with the First Schedule hereto and bona fide exclusively for the purpose for which it is demised so as to effect maximum recovery of the mineral resources consistent with economic practicability:
- (5) to supply the Director, forthwith upon written request, with a copy of such records kept pursuant to Section 77 of the Act:
- (6) to make a survey of the land and cause a map or plan of such survey to be sent to the Director whenever the Director so requires, and any and every such survey shall be at the Lessee's own cost and, shall be carried out in the manner required by the regulations (whether under the Act or otherwise):
- (7) at all times to keep and preserve the mines and premises in good order, repair and condition and in such good order, repair and condition at the end or other sooner determination of the term deliver peaceable possession thereof and of all and singular the land hereby leased unto the Minister or to some officer duly authorised by him to receive possession thereof:
- (8) to furnish all returns prescribed by the Act and Regulations:
- (9) to 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 Lessee:
- (10) not to use or occupy the land or permit the same to be used or occupied otherwise than for the purpose of exercising the rights and liberties hereinbefore granted without first obtaining the written consent of the Minister:
- (11) not to assign, transfer, sublet the land, or make the land the subject of any trust or other dealing, whether directly or indirectly, for the whole or any part of the term without first obtaining the written consent of the Minister:
- (12) to observe, perform and carry out the provisions of the Act and Regulations and the provisions of any other Act or regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
- (13) to perform and comply with all of the conditions set out in the Second Schedule annexed hereto:
- (14) to permit the Minister or the Director or any person duly appointed by either of them at all proper and reasonable times without any interruption from the Lessee or the Lessee's agents or servants to enter into and upon the land to view and examine the mining operations conducted in pursuance of this lease and to use all reasonable means to achieve such purpose and to examine and take extracts from all books, accounts, vouchers or documents appertaining to the Lessee's mining operations in pursuance of this lease:
- (15) that the Minister, may at any time, require the Lessee to pay to any person an amount of compensation, stipulated by the Minister, to which that person is, in the opinion of the Minister, entitled in consequence of the conduct of mining operations in pursuance of this lease and the Lessee shall comply forthwith with such requirement:
- (16) that if the Lessee shall fail to comply with any covenant, conditions or proviso herein contained this lease shall be liable to forfeiture in the manner hereinafter provided:

(17) that if the rent or royalty shall be in arrear and unpaid for more than three calendar months after the day on which the same is payable it shall be lawful for the Minister to cancel this lease and the Minister may thereupon insert a notice in the *Government Gazette* declaring this lease to be forfeited:

(18) that if the Minister has reason to believe that there has been a breach of or non-compliance with any of the covenants, conditions or provisos herein contained, other than a breach of the covenant for payment of the rent or royalty, the Minister may give or cause to be given by any duly authorised officer of the Minister, written notice to the Lessee specifying the covenants, conditions or provisos which he has reason to believe are not being complied with and notifying the Lessee that this lease will be liable to forfeiture at the expiration of one month from the date of such notice unless in the meantime such covenant, conditions or provisos are duly complied with and if at the expiration of such notice such covenants, conditions or provisos are still not being complied with by the Lessee, the Minister may cancel this lease notwithstanding that the rent or royalty payable under this lease for the period during which such breach is committed may have been paid and notwithstanding any implied waiver of such breach by the Minister and the Minister shall thereupon cause to be inserted by any duly authorised officer of the Minister a notice in the *Government Gazette* declaring this lease to be forfeited. In case of a breach of the covenant for payment of the rent or royalty the Minister may exercise the power of cancellation without giving the written notice hereinbefore mentioned:

(19) that a notice of forfeiture as hereinbefore mentioned in the last two preceding provisos so published in the *Government Gazette* shall be taken to be conclusive evidence that this lease has been legally cancelled and forfeited:

7. Any notice to be given to or demand to be made upon the Lessee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Lessee at the address of the Lessee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Lessee within three days following the day on which the envelope containing such notice or demand is posted.

8. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in these presents, 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 –

(i) “amendment” includes an addition, excision or substitution;

(ii) “the land” includes any part thereof;

(iii) “the Lessee” means and includes:

(a) in the case of a natural person the executors, administrators and assigns of that person;

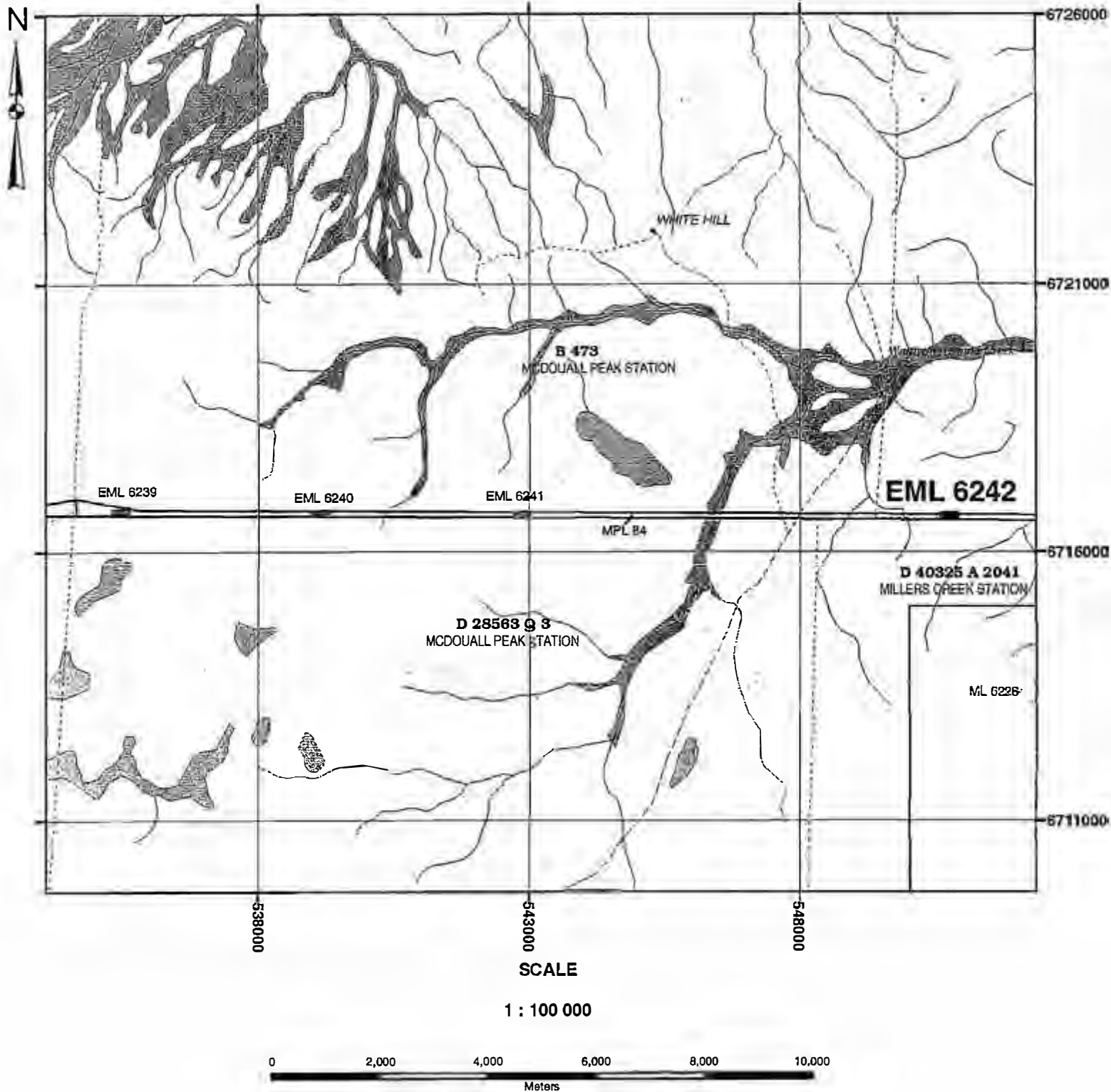
(b) in the case of a body corporate the successors, administrators or permitted assigns thereof;

(iv) “the Regulations” means the Regulations under the Act in force for the time being;

(v) “the term” includes any renewal or extension thereof.

ANNEXURE 'A'

OUT OF HUNDREDS (BILLA KALINA)



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. Mining operations must be carried out for the recovery of gravel.
2. The Lessee must ensure that as part of mine closure, the land disturbed by mining is rehabilitated to a post mining land use as specified in the program for mining and rehabilitation.
3. The Lessee must ensure that all employees and contractors on-site are properly advised of the significance of Aboriginal heritage and culture and are to take due care to preserve all Aboriginal Sites and Objects as defined by the *Aboriginal Heritage Act, 1988*.

SECOND SCHEDULE

1. The Lessee must ensure that mining operations on the land are carried out in an orderly and skilful manner in accordance with a program for mining and rehabilitation (MARF) of the land approved, from time to time, by the Minister.
2. The MARF must comply with the requirements of the guidelines approved by the Chief Inspector of Mines to include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
3. The Lessee must ensure that all land disturbed by mining is progressively rehabilitated in accordance with the approved MARF.
4. The Lessee must provide to the Chief Inspector of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the lease and compliance with the MARF.
5. The MARCR must be submitted every year, or any other period as requested in writing and agreed by the Chief Inspector of Mines.
6. The MARCR must be submitted within 2 months after the anniversary of a date agreed with the Chief Inspector of Mines.
7. The MARCR must be prepared in accordance with guidelines approved by the Chief Inspector of Mines.
8. The MARCR will be made available to the public in a manner and form as determined by the Chief Inspector of Mines.
9. The Lessee must keep accurate records of the quantity, value and manner of disposition of all minerals mined and, whenever required to do so, submit the records for inspection by any person authorised by the Minister.
10. The Lessee must notify the Chief Inspector of Mines as soon as practical if any of the following significant incidents occur within the tenement area:
 - Any fire caused by mining operations;
 - Any unauthorised entry to site by member of the public, or breach of security measures;
 - Any fatality or injury to an employee, contractor or member of the public caused by mining operations (including by truck movements)

11. The Lessee must ensure that all terminal faces are formed (as part of mining) to a gradient not steeper than 1 vertical to 3 horizontal (18.4°) to blend with the local topography and drainage system.
12. The Lessee must ensure that topsoil is removed and stockpiled prior to carrying out any mining activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
13. The Lessee must ensure that all land disturbed by mining is progressively rehabilitated when practicable to do so and, in accordance with appropriate seasonal conditions, progressively re-spread with topsoil and re-vegetated to prevent soil erosion to the satisfaction of the Chief Inspector of Mines.
14. The Lessee must operate in a manner that will minimise the spread of weeds and plant pathogens and ensure that all employees and contractors on-site are fully aware of this requirement.
15. The Lessee must ensure that dust from the operation be effectively controlled and managed.
16. The Lessee must ensure that all water borne silt (or any other mining related contaminants) be contained on the mining lease.
17. The Lessee must, in constructing, operation and post mine closure ensure there is no significant increase in introduced feral fauna species.
18. The Lessee must, in constructing and operating the mine, ensure there is no disturbance to indigenous and non-indigenous sites of significance unless prior approval under the relevant legislation (*Aboriginal Heritage Act, 1988 or Heritage Places Act 1993*) is obtained.

EXECUTED

this

27th

day of

March

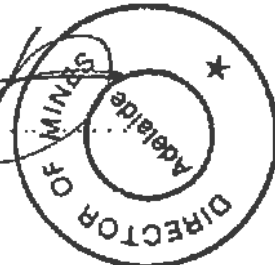
2006 7

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority

signature

Name: Helen Tyrteos

Title: Mining Registrar



**SIGNED SEALED AND DELIVERED BY
THE LESSEE/S**

this

8th

day of

December

the Common seal of **Minex (SA) Pty Ltd (ACN 091 546 691)**
was hereto affixed by



DIRECTOR/SECRETARY

David J Forsyth

DIRECTOR

P. LESTER.

INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$85.50

MINING LEASE

Extractive Minerals Lease Number 6278

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian *Mining Act 1971* ("the Act") and the Regulations hereby leases to **Oxiana Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Lessee") of **Level 9, 31 Queen Street, MELBOURNE** in the state of Victoria all those lands containing **1.8 hectares** or thereabouts and situate in **Block 1139 OH (Billakalina) Ingomar Station** in the State of South Australia more particularly described and delineated on the plan annexed hereto and marked 'A' ("the land") and being mineral lands within the meaning of the Act.
2. The Lessee together with his servants and agents shall have the following rights and liberties during the continuance of this lease, namely:
 - (1) to conduct mining operations and obtain for the Lessee's own use and benefit the minerals as specified in the First Schedule hereto, in the manner described in the Second Schedule
 - (2) for or incidental to the purposes aforesaid to cut and construct races, drains, dams, reservoirs, roads and tramways;
 - (3) To sell and dispose of the minerals obtained, from the land in pursuance of this lease or to utilise any such minerals for any commercial or industrial purpose.
3. This lease shall be for a term of **13 years and 225 days** ("the term") commencing on the **twentieth day of December 2007**.
4. The Lessee shall use the land for the purposes of mining therein and thereon for minerals as specified in the First Schedule hereto, together with the rights and liberties hereinbefore granted and for no other purpose.
5. The Lessee shall pay to the Minister:-
 - (1) In advance a yearly rental fee as prescribed by the Regulations for each year during the term commencing on the **twentieth day of December** or such other date as agreed to by the Minister upon renewal; and,
 - (2) A further sum during the term, being a royalty on the minerals recovered under the Lease as provided for by the Act.
6. The Lessee hereby further covenants with the Minister as follows:
 - (1) to pay or cause to be paid to the Director of Mines ("the Director") at the offices of the Department of Primary Industries and Resources South Australia on behalf of the Minister, the rent and other sum hereby reserved at the times and in the manner hereinbefore appointed for payment thereof free and clear of all rates, taxes, impositions, outgoings and deductions whatsoever;
 - (2) to pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land;
 - (3) to maintain in position all posts, boundary indicator markers and notices required by the Regulations to be erected or placed on the land in the manner prescribed by the Act and the Regulations:

REF: T02633

Copy	1	of	1	pages
Consideration Value				0
SA Proportion (if applicable)				0
SD \$	0	(1) Fee		0
Int \$	0	Pen Add		0
Signature	Date			7/2/08

- (4) to mine the land in a fair, orderly, skilful and workmanlike manner in accordance with the First Schedule hereto and bona fide exclusively for the purpose for which it is demised so as to effect maximum recovery of the mineral resources consistent with economic practicability:
- (5) to supply the Director, forthwith upon written request, with a copy of such records kept pursuant to Section 77 of the Act:
- (6) to make a survey of the land and cause a map or plan of such survey to be sent to the Director whenever the Director so requires, and any and every such survey shall be at the Lessee's own cost and, shall be carried out in the manner required by the regulations (whether under the Act or otherwise):
- (7) at all times to keep and preserve the mines and premises in good order, repair and condition and in such good order, repair and condition at the end or other sooner determination of the term deliver peaceable possession thereof and of all and singular the land hereby leased unto the Minister or to some officer duly authorised by him to receive possession thereof:
- (8) to furnish all returns prescribed by the Act and Regulations:
- (9) to 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 Lessee:
- (10) not to use or occupy the land or permit the same to be used or occupied otherwise than for the purpose of exercising the rights and liberties hereinbefore granted without first obtaining the written consent of the Minister:
- (11) not to assign, transfer, sublet the land, or make the land the subject of any trust or other dealing, whether directly or indirectly, for the whole or any part of the term without first obtaining the written consent of the Minister:
- (12) to observe, perform and carry out the provisions of the Act and Regulations and the provisions of any other Act or regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
- (13) to perform and comply with all of the conditions set out in the Second Schedule annexed hereto:
- (14) to permit the Minister or the Director or any person duly appointed by either of them at all proper and reasonable times without any interruption from the Lessee or the Lessee's agents or servants to enter into and upon the land to view and examine the mining operations conducted in pursuance of this lease and to use all reasonable means to achieve such purpose and to examine and take extracts from all books, accounts, vouchers or documents appertaining to the Lessee's mining operations in pursuance of this lease:
- (15) that the Minister, may at any time, require the Lessee to pay to any person an amount of compensation, stipulated by the Minister, to which that person is, in the opinion of the Minister, entitled in consequence of the conduct of mining operations in pursuance of this lease and the Lessee shall comply forthwith with such requirement:
- (16) that if the Lessee shall fail to comply with any covenant, conditions or proviso herein contained this lease shall be liable to forfeiture in the manner hereinafter provided:
- (17) that if the rent or royalty shall be in arrear and unpaid for more than three calendar months after the day on which the same is payable it shall be lawful for the Minister to cancel this lease and the Minister may thereupon insert a notice in the *Government Gazette* declaring this lease to be forfeited:

(18) that if the Minister has reason to believe that there has been a breach of or non-compliance with any of the covenants, conditions or provisos herein contained, other than a breach of the covenant for payment of the rent or royalty, the Minister may give or cause to be given by any duly authorised officer of the Minister, written notice to the Lessee specifying the covenants, conditions or provisos which he has reason to believe are not being complied with and notifying the Lessee that this lease will be liable to forfeiture at the expiration of one month from the date of such notice unless in the meantime such covenant, conditions or provisos are duly complied with and if at the expiration of such notice such covenants, conditions or provisos are still not being complied with by the Lessee, the Minister may cancel this lease notwithstanding that the rent or royalty payable under this lease for the period during which such breach is committed may have been paid and notwithstanding any implied waiver of such breach by the Minister and the Minister shall thereupon cause to be inserted by any duly authorised officer of the Minister a notice in the *Government Gazette* declaring this lease to be forfeited. In case of a breach of the covenant for payment of the rent or royalty the Minister may exercise the power of cancellation without giving the written notice hereinbefore mentioned:

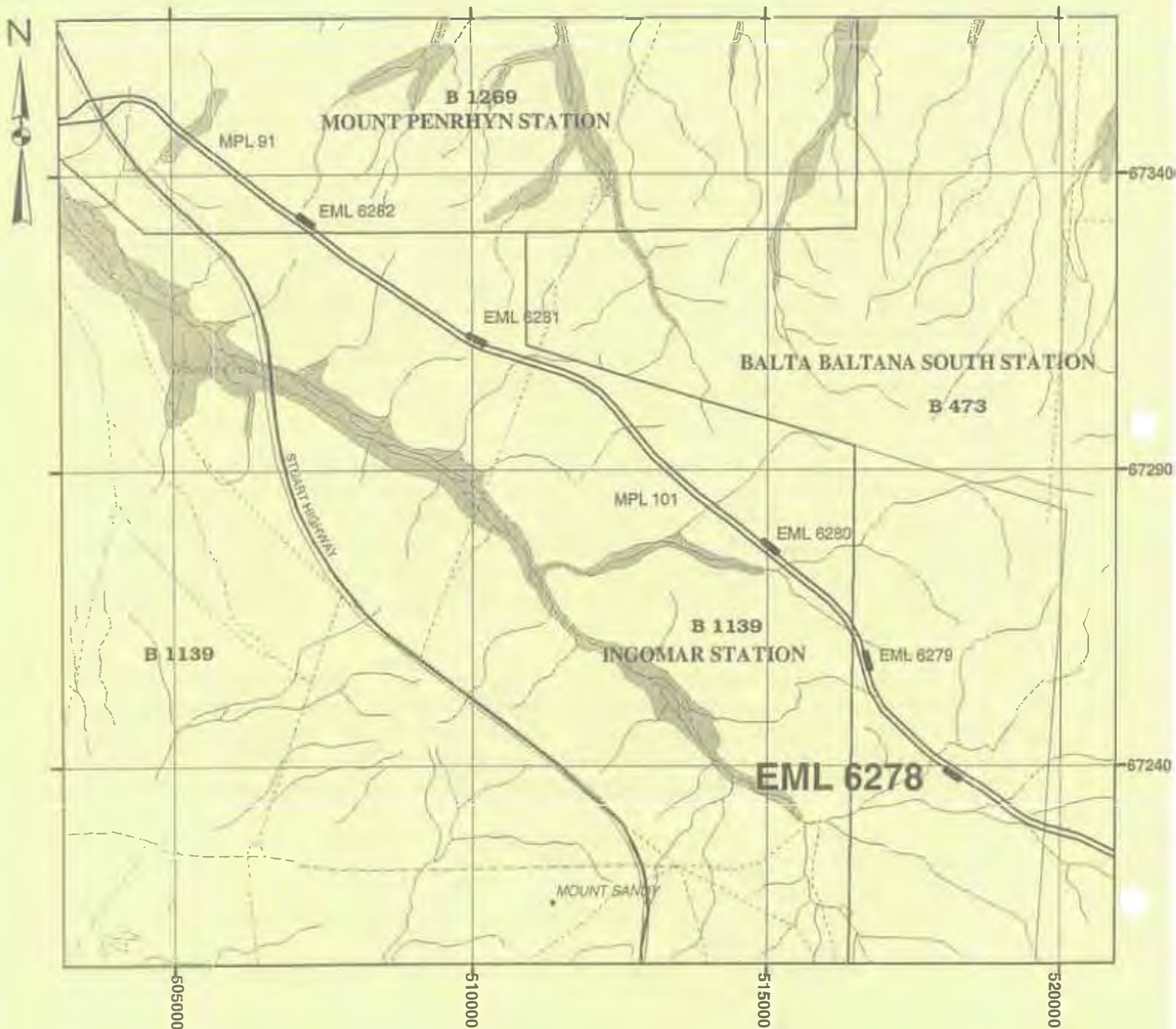
(19) that a notice of forfeiture as hereinbefore mentioned in the last two preceding provisos so published in the *Government Gazette* shall be taken to be conclusive evidence that this lease has been legally cancelled and forfeited:

7. Any notice to be given to or demand to be made upon the Lessee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Lessee at the address of the Lessee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Lessee within three days following the day on which the envelope containing such notice or demand is posted.
8. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in these presents, 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 –

- (i) "amendment" includes an addition, excision or substitution;
- (ii) "the land" includes any part thereof;
- (iii) "the Lessee" means and includes:
 - (a) in the case of a natural person the executors, administrators and assigns of that person;
 - (b) in the case of a body corporate the successors, administrators or permitted assigns thereof;
- (iv) "the Regulations" means the Regulations under the Act in force for the time being;
- (v) "the term" includes any renewal or extension thereof.

ANNEXURE 'A'

OUT OF HUNDREDS (BILLA KALINA)



SCALE

1 : 100 000



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. Mining operations authorised by this lease must be only for the recovery of gravel and sand.
2. The Lessee must keep accurate records of the quantity, value and manner of disposition of all minerals mined and, whenever required to do so, submit the records for inspection by any person authorised by the Minister.
3. The Lessee must ensure that mining operations on the land are carried out in an orderly and skilful manner in accordance with a mining and rehabilitation program (MARP) approved, from time to time, by the Minister.

The Lessee must ensure that as part of mine closure, the land disturbed by mining is rehabilitated to a post mining land use as specified in the MARP

The Lessee must not conduct any mining operations on the land until a MARP prepared in accordance with PIRSA guidelines, has been approved by the Minister.

4. The MARP must comply with the requirements of guidelines approved by the Chief Inspector of Mines and include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
5. The Lessee agrees to the approved MARP being made available for public inspection.
6. The Lessee must demonstrate upon request and to the Chief Inspector of Mines, the Lessee's capability and competence to comply with the requirements of the Mining Act, 1971, the conditions of this lease, and the MARP
7. The Lessee must provide to the Chief Inspector of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the lease and compliance with the approved MARP. The MARCR must be submitted every year, within 2 months after the anniversary of the date the lease was granted, or at some other time agreed with the Chief Inspector of Mines in accordance with guidelines approved by the Chief Inspector of Mines. The Lessee agrees to the MARCR being made available for public inspection.
8. The Lessee must, if requested by the Chief Inspector of Mines, undertake an independent audit of achievement of the environmental outcomes in the MARP, by an independent expert approved by the Chief Inspector of Mines. The audit will be made available to the public, in a manner and form as determined by the Chief Inspector of Mines.
9. The Lessee must provide to PIRSA a Mine Completion Report prior to lease relinquishment, in accordance with guidelines approved by the Chief Inspector of Mines.

10. The Lessee must ensure that all employees and contractors on-site are properly advised and trained to ensure that all mining operations are carried out in accordance with the requirements of the Aboriginal Heritage Act, 1988.
11. The Lessee must, prior to commencing operations under this lease and for the duration of the lease, maintain public liability insurance to cover operations under the lease (including sudden and accidental pollution) in the name of the lessee for a sum not less than \$ 20 million or such greater sum as specified by the Chief Inspector of Mines, and make such amendments to the terms and conditions of the insurance as the Chief Inspector of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Chief Inspector of Mines upon request.

In specifying the level of insurance required, the Chief Inspector of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the lessee may or may not respond to any loss, damage or liability.

SECOND SCHEDULE

1. The Lessee must ensure that all terminal faces are formed (as part of mining) to a gradient not steeper than 1 vertical to 3 horizontal (18.4°) to blend with the local topography and drainage system.
2. The Lessee must ensure that topsoil is removed and stockpiled prior to carrying out any mining activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
3. The Lessee must ensure that (subject to practical limitations imposed by the current and future mining operations and seasonal conditions) all land disturbed by mining is progressively rehabilitated progressively re-spread with topsoil and re-vegetated to prevent soil erosion to the satisfaction of the Chief Inspector of Mines.
4. The Lessee must notify the Chief Inspector of Mines as soon as practical if any of the following significant incidents occur within the tenement area:
 - Any fires caused by mining operations;
 - Any unauthorised entry to site by member of the public, or breach of security measures;
 - Any fatality or injury to an employee, contractor or member of the public caused by mining operations (including by truck movements).
5. The Lessee must operate in a manner that will minimise the spread of weeds and plant pathogens and ensure that all employees and contractors on-site are fully aware of this requirement.
6. The Lessee must ensure that dust from the operation be effectively controlled and managed.

EXECUTED

this

5th

day of

February

2008

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority

signature

Name: HELEN TYRTEOS
Title: MINING REGISTRAR



**SIGNED SEALED AND DELIVERED BY
THE LESSEE/S**

this

31st

day of

JANUARY

2008

the Common seal of **Oxiana Prominent Hill Operations Pty Ltd ACN 091 546 691**
was hereto affixed by

DIRECTOR/SECRETARY

DIRECTOR



INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$81.00

MINING LEASE

Extractive Minerals Lease Number 6279

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian *Mining Act 1971* ("the Act") and the Regulations hereby leases to **Oxiana Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Lessee") of **Level 9, 31 Queen Street, MELBOURNE** in the state of Victoria all those lands containing **1.8 hectares** or thereabouts and situate in **Block 1139 OH (Ellikalina) Ingomar Station** in the State of South Australia more particularly described and delineated on the plan annexed hereto and marked 'A' ("the land") and being mineral lands within the meaning of the Act.
2. The Lessee together with his servants and agents shall have the following rights and liberties during the continuance of this lease, namely:
 - (1) to conduct mining operations and obtain for the Lessee's own use and benefit the minerals as specified in the First Schedule hereto, in the manner described in the Second Schedule
 - (2) for or incidental to the purposes aforesaid to cut and construct races, drains, dams, reservoirs, roads and tramways;
 - (3) To sell and dispose of the minerals obtained, from the land in pursuance of this lease or to utilise any such minerals for any commercial or industrial purpose.
3. This lease shall be for a term of **13 years and 225 days** ("the term") commencing on the **twentieth day of December 2007**.
4. The Lessee shall use the land for the purposes of mining therein and thereon for minerals as specified in the First Schedule hereto, together with the rights and liberties hereinbefore granted and for no other purpose.
5. The Lessee shall pay to the Minister:-
 - (1) In advance a yearly rental fee as prescribed by the Regulations for each year during the term commencing on the **twentieth day of December** or such other date as agreed to by the Minister upon renewal; and,
 - (2) A further sum during the term, being a royalty on the minerals recovered under the Lease as provided for by the Act.
6. The Lessee hereby further covenants with the Minister as follows:
 - (1) to pay or cause to be paid to the Director of Mines ("the Director") at the offices of the Department of Primary Industries and Resources South Australia on behalf of the Minister, the rent and other sum hereby reserved at the times and in the manner hereinbefore appointed for payment thereof free and clear of all rates, taxes, impositions, outgoings and deductions whatsoever;
 - (2) to pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land;
 - (3) to maintain in position all posts, boundary indicator markers and notices required by the Regulations to be erected or placed on the land in the manner prescribed by the Act and the Regulations;

REF: T02633

Rev/Ver	1	Doc No	11756203
Orig Copy	1	Col/Ver	1
Consideration/Value/Security			0
SA Proportion (if applicable)	\$		0
SD \$	0	ITO	0
Int \$	0	Gen/Ad Tax	0
Signature	Date		7/2/0

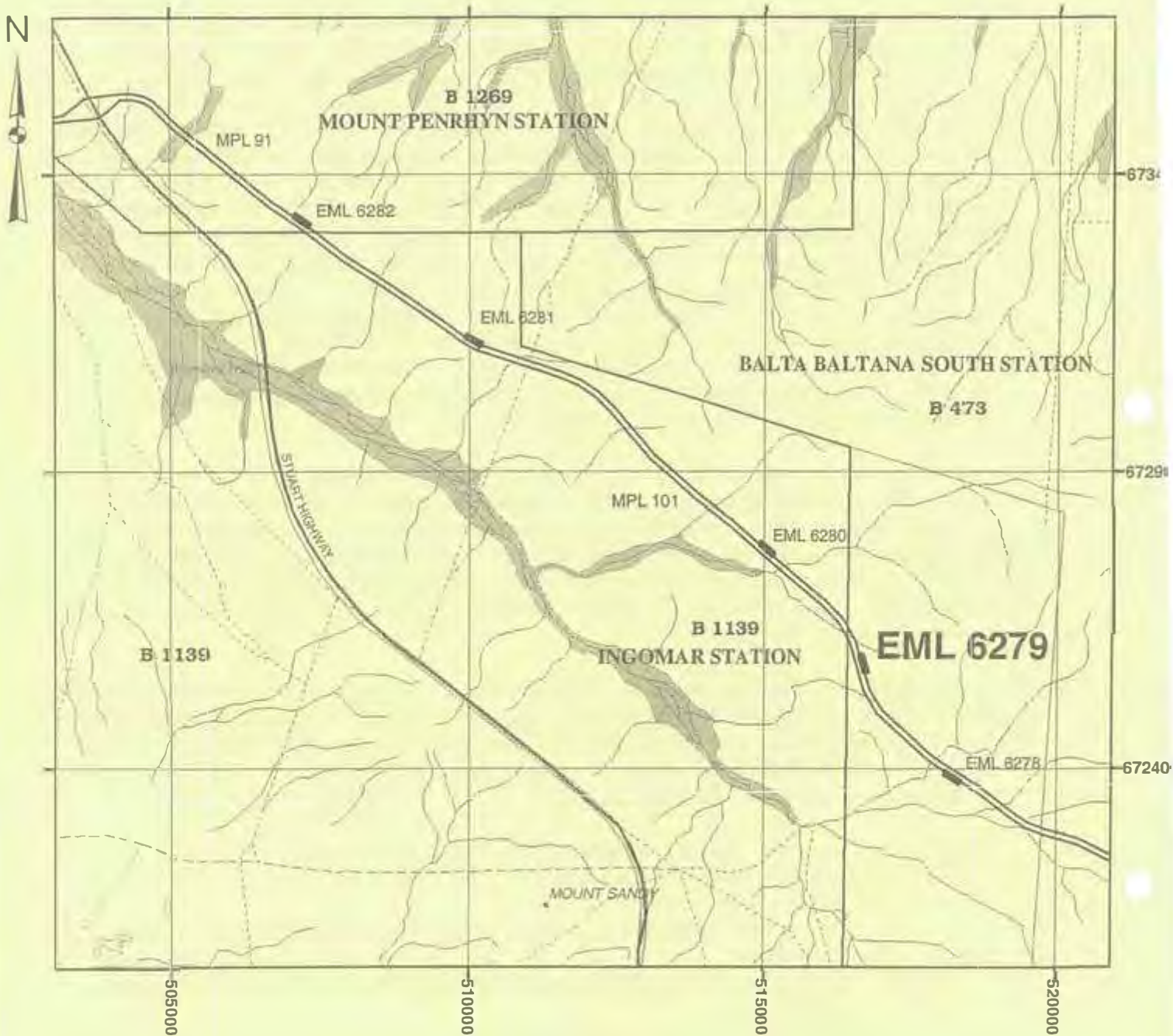
- (4) to mine the land in a fair, orderly, skilful and workmanlike manner in accordance with the First Schedule hereto and bona fide exclusively for the purpose for which it is demised so as to effect maximum recovery of the mineral resources consistent with economic practicability:
- (5) to supply the Director, forthwith upon written request, with a copy of such records kept pursuant to Section 77 of the Act:
- (6) to make a survey of the land and cause a map or plan of such survey to be sent to the Director whenever the Director so requires, and any and every such survey shall be at the Lessee's own cost and, shall be carried out in the manner required by the regulations (whether under the Act or otherwise):
- (7) at all times to keep and preserve the mines and premises in good order, repair and condition and in such good order, repair and condition at the end or other sooner determination of the term deliver peaceable possession thereof and of all and singular the land hereby leased unto the Minister or to some officer duly authorised by him to receive possession thereof:
- (8) to furnish all returns prescribed by the Act and Regulations:
- (9) to 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 Lessee:
- (10) not to use or occupy the land or permit the same to be used or occupied otherwise than for the purpose of exercising the rights and liberties hereinbefore granted without first obtaining the written consent of the Minister:
- (11) not to assign, transfer, sublet the land, or make the land the subject of any trust or other dealing, whether directly or indirectly, for the whole or any part of the term without first obtaining the written consent of the Minister:
- (12) to observe, perform and carry out the provisions of the Act and Regulations and the provisions of any other Act or regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
- (13) to perform and comply with all of the conditions set out in the Second Schedule annexed hereto:
- (14) to permit the Minister or the Director or any person duly appointed by either of them at all proper and reasonable times without any interruption from the Lessee or the Lessee's agents or servants to enter into and upon the land to view and examine the mining operations conducted in pursuance of this lease and to use all reasonable means to achieve such purpose and to examine and take extracts from all books, accounts, vouchers or documents appertaining to the Lessee's mining operations in pursuance of this lease:
- (15) that the Minister, may at any time, require the Lessee to pay to any person an amount of compensation, stipulated by the Minister, to which that person is, in the opinion of the Minister, entitled in consequence of the conduct of mining operations in pursuance of this lease and the Lessee shall comply forthwith with such requirement:
- (16) that if the Lessee shall fail to comply with any covenant, conditions or proviso herein contained this lease shall be liable to forfeiture in the manner hereinafter provided:
- (17) that if the rent or royalty shall be in arrear and unpaid for more than three calendar months after the day on which the same is payable it shall be lawful for the Minister to cancel this lease and the Minister may thereupon insert a notice in the *Government Gazette* declaring this lease to be forfeited:

- (18) that if the Minister has reason to believe that there has been a breach of or non-compliance with any of the covenants, conditions or provisos herein contained, other than a breach of the covenant for payment of the rent or royalty, the Minister may give or cause to be given by any duly authorised officer of the Minister, written notice to the Lessee specifying the covenants, conditions or provisos which he has reason to believe are not being complied with and notifying the Lessee that this lease will be liable to forfeiture at the expiration of one month from the date of such notice unless in the meantime such covenant, conditions or provisos are duly complied with and if at the expiration of such notice such covenants, conditions or provisos are still not being complied with by the Lessee, the Minister may cancel this lease notwithstanding that the rent or royalty payable under this lease for the period during which such breach is committed may have been paid and notwithstanding any implied waiver of such breach by the Minister and the Minister shall thereupon cause to be inserted by any duly authorised officer of the Minister a notice in the *Government Gazette* declaring this lease to be forfeited. In case of a breach of the covenant for payment of the rent or royalty the Minister may exercise the power of cancellation without giving the written notice hereinbefore mentioned:
- (19) that a notice of forfeiture as hereinbefore mentioned in the last two preceding provisos so published in the *Government Gazette* shall be taken to be conclusive evidence that this lease has been legally cancelled and forfeited:

7. Any notice to be given to or demand to be made upon the Lessee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Lessee at the address of the Lessee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Lessee within three days following the day on which the envelope containing such notice or demand is posted.
8. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in these presents, 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 –
- (i) "amendment" includes an addition, excision or substitution;
 - (ii) "the land" includes any part thereof;
 - (iii) "the Lessee" means and includes:
 - (a) in the case of a natural person the executors, administrators and assigns of that person;
 - (b) in the case of a body corporate the successors, administrators or permitted assigns thereof;
 - (iv) "the Regulations" means the Regulations under the Act in force for the time being;
 - (v) "the term" includes any renewal or extension thereof.

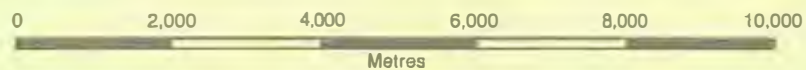
ANNEXURE 'A'

OUT OF HUNDREDS (BILLA KALINA)



SCALE

1 : 100 000



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. Mining operations authorised by this lease must be only for the recovery of gravel and sand.
2. The Lessee must keep accurate records of the quantity, value and manner of disposition of all minerals mined and, whenever required to do so, submit the records for inspection by any person authorised by the Minister.
3. The Lessee must ensure that mining operations on the land are carried out in an orderly and skilful manner in accordance with a mining and rehabilitation program (MAR:P) approved, from time to time, by the Minister.

The Lessee must ensure that as part of mine closure, the land disturbed by mining is rehabilitated to a post mining land use as specified in the MARP

The Lessee must not conduct any mining operations on the land until a MARP prepared in accordance with PIRSA guidelines, has been approved by the Minister.

4. The MARP must comply with the requirements of guidelines approved by the Chief Inspector of Mines and include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
5. The Lessee agrees to the approved MARP being made available for public inspection.
6. The Lessee must demonstrate upon request and to the Chief Inspector of Mines, the Lessee's capability and competence to comply with the requirements of the Mining Act, 1971, the conditions of this lease, and the MARP
7. The Lessee must provide to the Chief Inspector of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the lease and compliance with the approved MARP. The MARCR must be submitted every year, within 2 months after the anniversary of the date the lease was granted, or at some other time agreed with the Chief Inspector of Mines in accordance with guidelines approved by the Chief Inspector of Mines. The Lessee agrees to the MARCR being made available for public inspection.
8. The Lessee must, if requested by the Chief Inspector of Mines, undertake an independent audit of achievement of the environmental outcomes in the MARP, by an independent expert approved by the Chief Inspector of Mines. The audit will be made available to the public, in a manner and form as determined by the Chief Inspector of Mines.
9. The Lessee must provide to PIRSA a Mine Completion Report prior to lease relinquishment, in accordance with guidelines approved by the Chief Inspector of Mines.

10. The Lessee must ensure that all employees and contractors on-site are properly advised and trained to ensure that all mining operations are carried out in accordance with the requirements of the Aboriginal Heritage Act, 1988.
11. The Lessee must, prior to commencing operations under this lease and for the duration of the lease, maintain public liability insurance to cover operations under the lease (including sudden and accidental pollution) in the name of the lessee for a sum not less than \$ 20 million or such greater sum as specified by the Chief Inspector of Mines, and make such amendments to the terms and conditions of the insurance as the Chief Inspector of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Chief Inspector of Mines upon request.

In specifying the level of insurance required, the Chief Inspector of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the lessee may or may not respond to any loss, damage or liability.

SECOND SCHEDULE

1. The Lessee must ensure that all terminal faces are formed (as part of mining) to a gradient not steeper than 1 vertical to 3 horizontal (18.4°) to blend with the local topography and drainage system.
2. The Lessee must ensure that topsoil is removed and stockpiled prior to carrying out any mining activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
3. The Lessee must ensure that (subject to practical limitations imposed by the current and future mining operations and seasonal conditions) all land disturbed by mining is progressively rehabilitated progressively re-spread with topsoil and re-vegetated to prevent soil erosion to the satisfaction of the Chief Inspector of Mines.
4. The Lessee must notify the Chief Inspector of Mines as soon as practical if any of the following significant incidents occur within the tenement area:
 - Any fires caused by mining operations;
 - Any unauthorised entry to site by member of the public, or breach of security measures;
 - Any fatality or injury to an employee, contractor or member of the public caused by mining operations (including by truck movements).
5. The Lessee must operate in a manner that will minimise the spread of weeds and plant pathogens and ensure that all employees and contractors on-site are fully aware of this requirement.
6. The Lessee must ensure that dust from the operation be effectively controlled and managed.

EXECUTED

this

5th

day of

February

2008

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority


signature
Name: HELEN TYRTEOS
Title: MINING REGISTRAR



**SIGNED SEALED AND DELIVERED BY
THE LESSEE/S**

this

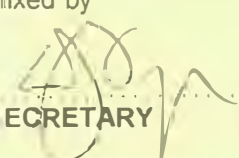
31st

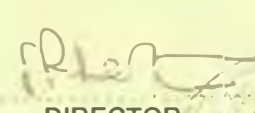
day of

JANUARY

2008

the Common seal of **Oxiana Prominent Hill Operations Pty Ltd ACN 091 546 691**
was hereto affixed by


DIRECTOR/SECRETARY


DIRECTOR



INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$81.00

MINING LEASE

Extractive Minerals Lease Number 6280

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian *Mining Act 1971* ("the Act") and the Regulations hereby leases to **Oxiana Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Lessee") of **Level 9, 31 Queen Street, MELBOURNE** in the state of Victoria all those lands containing **1.7 hectares** or thereabouts and situate in **Block 1139 OH (Billakalina) Ingomar Station** in the State of South Australia more particularly described and delineated on the plan annexed hereto and marked 'A' ("the land") and being mineral lands within the meaning of the Act.
2. The Lessee together with his servants and agents shall have the following rights and liberties during the continuance of this lease, namely:
 - (1) to conduct mining operations and obtain for the Lessee's own use and benefit the minerals as specified in the First Schedule hereto, in the manner described in the Second Schedule
 - (2) for or incidental to the purposes aforesaid to cut and construct races, drains, dams, reservoirs, roads and tramways;
 - (3) To sell and dispose of the minerals obtained, from the land in pursuance of this lease or to utilise any such minerals for any commercial or industrial purpose.
3. This lease shall be for a term of **13 years and 225 days** ("the term") commencing on the **twentieth day of December 2007**.
4. The Lessee shall use the land for the purposes of mining therein and thereon for minerals as specified in the First Schedule hereto, together with the rights and liberties hereinbefore granted and for no other purpose.
5. The Lessee shall pay to the Minister:-
 - (1) In advance a yearly rental fee as prescribed by the Regulations for each year during the term commencing on the **twentieth day of December** or such other date as agreed to by the Minister upon renewal; and,
 - (2) A further sum during the term, being a royalty on the minerals recovered under the Lease as provided for by the Act.
6. The Lessee hereby further covenants with the Minister as follows:
 - (1) to pay or cause to be paid to the Director of Mines ("the Director") at the offices of the Department of Primary Industries and Resources South Australia on behalf of the Minister, the rent and other sum hereby reserved at the times and in the manner hereinbefore appointed for payment thereof free and clear of all rates, taxes, impositions, outgoings and deductions whatsoever;
 - (2) to pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land;
 - (3) to maintain in position all posts, boundary indicator markers and notices required by the Regulations to be erected or placed on the land in the manner prescribed by the Act and the Regulations;

REF: T02633

Orig/Copy	1 of 1	1 copies
Consideration/Value/Security	\$	0
SA Proport (if applicable)	\$	0
SD, \$	0	LTO Fees \$ 0
Int. \$	0	Pen/Adm Tax \$ 0
Signature	<i>[Signature]</i>	Date 7/2/08

EX-11756218/

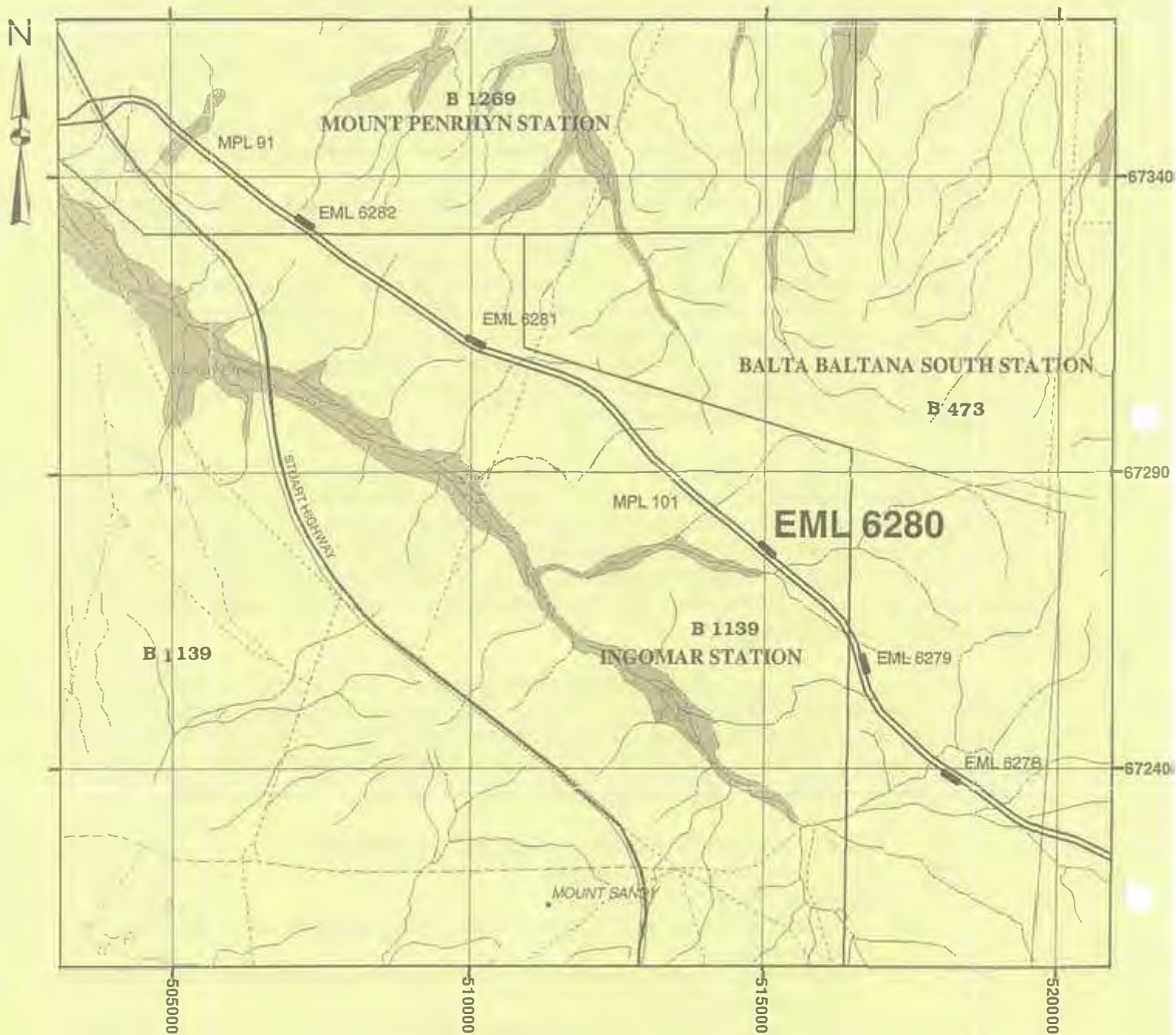
- (4) to mine the land in a fair, orderly, skilful and workmanlike manner in accordance with the First Schedule hereto and bona fide exclusively for the purpose for which it is demised so as to effect maximum recovery of the mineral resources consistent with economic practicability:
- (5) to supply the Director, forthwith upon written request, with a copy of such records kept pursuant to Section 77 of the Act:
- (6) to make a survey of the land and cause a map or plan of such survey to be sent to the Director whenever the Director so requires, and any and every such survey shall be at the Lessee's own cost and, shall be carried out in the manner required by the regulations (whether under the Act or otherwise):
- (7) at all times to keep and preserve the mines and premises in good order, repair and condition and in such good order, repair and condition at the end or other sooner determination of the term deliver peaceable possession thereof and of all and singular the land hereby leased unto the Minister or to some officer duly authorised by him to receive possession thereof:
- (8) to furnish all returns prescribed by the Act and Regulations:
- (9) to 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 Lessee:
- (10) not to use or occupy the land or permit the same to be used or occupied otherwise than for the purpose of exercising the rights and liberties hereinbefore granted without first obtaining the written consent of the Minister:
- (11) not to assign, transfer, sublet the land, or make the land the subject of any trust or other dealing, whether directly or indirectly, for the whole or any part of the term without first obtaining the written consent of the Minister:
- (12) to observe, perform and carry out the provisions of the Act and Regulations and the provisions of any other Act or regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
- (13) to perform and comply with all of the conditions set out in the Second Schedule annexed hereto:
- (14) to permit the Minister or the Director or any person duly appointed by either of them at all proper and reasonable times without any interruption from the Lessee or the Lessee's agents or servants to enter into and upon the land to view and examine the mining operations conducted in pursuance of this lease and to use all reasonable means to achieve such purpose and to examine and take extracts from all books, accounts, vouchers or documents appertaining to the Lessee's mining operations in pursuance of this lease:
- (15) that the Minister, may at any time, require the Lessee to pay to any person an amount of compensation, stipulated by the Minister, to which that person is, in the opinion of the Minister, entitled in consequence of the conduct of mining operations in pursuance of this lease and the Lessee shall comply forthwith with such requirement:
- (16) that if the Lessee shall fail to comply with any covenant, conditions or proviso herein contained this lease shall be liable to forfeiture in the manner hereinafter provided:
- (17) that if the rent or royalty shall be in arrear and unpaid for more than three calendar months after the day on which the same is payable it shall be lawful for the Minister to cancel this lease and the Minister may thereupon insert a notice in the *Government Gazette* declaring this lease to be forfeited:

- (18) that if the Minister has reason to believe that there has been a breach of or non-compliance with any of the covenants, conditions or provisos herein contained, other than a breach of the covenant for payment of the rent or royalty, the Minister may give or cause to be given by any duly authorised officer of the Minister, written notice to the Lessee specifying the covenants, conditions or provisos which he has reason to believe are not being complied with and notifying the Lessee that this lease will be liable to forfeiture at the expiration of one month from the date of such notice unless in the meantime such covenant, conditions or provisos are duly complied with and if at the expiration of such notice such covenants, conditions or provisos are still not being complied with by the Lessee, the Minister may cancel this lease notwithstanding that the rent or royalty payable under this lease for the period during which such breach is committed may have been paid and notwithstanding any implied waiver of such breach by the Minister and the Minister shall thereupon cause to be inserted by any duly authorised officer of the Minister a notice in the *Government Gazette* declaring this lease to be forfeited. In case of a breach of the covenant for payment of the rent or royalty the Minister may exercise the power of cancellation without giving the written notice hereinbefore mentioned:
- (19) that a notice of forfeiture as hereinbefore mentioned in the last two preceding provisos so published in the *Government Gazette* shall be taken to be conclusive evidence that this lease has been legally cancelled and forfeited:

7. Any notice to be given to or demand to be made upon the Lessee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Lessee at the address of the Lessee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Lessee within three days following the day on which the envelope containing such notice or demand is posted.
8. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in these presents, 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 –
- (i) “amendment” includes an addition, excision or substitution;
 - (ii) “the land” includes any part thereof;
 - (iii) “the Lessee” means and includes:
 - (a) in the case of a natural person the executors, administrators and assigns of that person;
 - (b) in the case of a body corporate the successors, administrators or permitted assigns thereof;
 - (iv) “the Regulations” means the Regulations under the Act in force for the time being;
 - (v) “the term” includes any renewal or extension thereof.

ANNEXURE 'A'

OUT OF HUNDREDS (BILLA KALINA)



SCALE

1 : 100 000



Data supplied by lessee
Coordinates MGA Zone 53

10. The Lessee must ensure that all employees and contractors on-site are properly advised and trained to ensure that all mining operations are carried out in accordance with the requirements of the Aboriginal Heritage Act, 1988.
11. The Lessee must, prior to commencing operations under this lease and for the duration of the lease, maintain public liability insurance to cover operations under the lease (including sudden and accidental pollution) in the name of the lessee for a sum not less than \$ 20 million or such greater sum as specified by the Chief Inspector of Mines, and make such amendments to the terms and conditions of the insurance as the Chief Inspector of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Chief Inspector of Mines upon request.

In specifying the level of insurance required, the Chief Inspector of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the lessee may or may not respond to any loss, damage or liability.

SECOND SCHEDULE

1. The Lessee must ensure that all terminal faces are formed (as part of mining) to a gradient not steeper than 1 vertical to 3 horizontal (18.4°) to blend with the local topography and drainage system.
2. The Lessee must ensure that topsoil is removed and stockpiled prior to carrying out any mining activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
3. The Lessee must ensure that (subject to practical limitations imposed by the current and future mining operations and seasonal conditions) all land disturbed by mining is progressively rehabilitated progressively re-spread with topsoil and re-vegetated to prevent soil erosion to the satisfaction of the Chief Inspector of Mines.
4. The Lessee must notify the Chief Inspector of Mines as soon as practical if any of the following significant incidents occur within the tenement area:
 - Any fires caused by mining operations;
 - Any unauthorised entry to site by member of the public, or breach of security measures;
 - Any fatality or injury to an employee, contractor or member of the public caused by mining operations (including by truck movements).
5. The Lessee must operate in a manner that will minimise the spread of weeds and plant pathogens and ensure that all employees and contractors on-site are fully aware of this requirement.
6. The Lessee must ensure that dust from the operation be effectively controlled and managed.

FIRST SCHEDULE

1. Mining operations authorised by this lease must be only for the recovery of gravel and sand.
2. The Lessee must keep accurate records of the quantity, value and manner of disposition of all minerals mined and, whenever required to do so, submit the records for inspection by any person authorised by the Minister.
3. The Lessee must ensure that mining operations on the land are carried out in an orderly and skilful manner in accordance with a mining and rehabilitation program (MARP) approved, from time to time, by the Minister.

The Lessee must ensure that as part of mine closure, the land disturbed by mining is rehabilitated to a post mining land use as specified in the MARP

The Lessee must not conduct any mining operations on the land until a MARP prepared in accordance with PIRSA guidelines, has been approved by the Minister.

4. The MARP must comply with the requirements of guidelines approved by the Chief Inspector of Mines and include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
5. The Lessee agrees to the approved MARP being made available for public inspection.
6. The Lessee must demonstrate upon request and to the Chief Inspector of Mines, the Lessee's capability and competence to comply with the requirements of the Mining Act, 1971, the conditions of this lease, and the MARP
7. The Lessee must provide to the Chief Inspector of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the lease and compliance with the approved MARP. The MARCR must be submitted every year, within 2 months after the anniversary of the date the lease was granted, or at some other time agreed with the Chief Inspector of Mines in accordance with guidelines approved by the Chief Inspector of Mines. The Lessee agrees to the MARCR being made available for public inspection.
8. The Lessee must, if requested by the Chief Inspector of Mines, undertake an independent audit of achievement of the environmental outcomes in the MARP, by an independent expert approved by the Chief Inspector of Mines. The audit will be made available to the public, in a manner and form as determined by the Chief Inspector of Mines.
9. The Lessee must provide to PIRSA a Mine Completion Report prior to lease relinquishment, in accordance with guidelines approved by the Chief Inspector of Mines.

INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$81.00

EXECUTED

this

5th

day of

February

2008

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority


signature
Name: HELEN TYRTEOS
Title: MINING REGISTRAR



SIGNED SEALED AND DELIVERED BY
THE LESSEE/S

this

31st

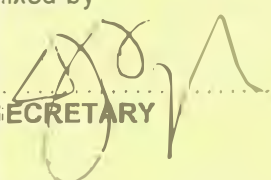
day of

JANUARY

2008

the Common seal of Oxiana Prominent Hill Operations Pty Ltd ACN 091 546 691
was hereto affixed by

DIRECTOR/SECRETARY



DIRECTOR





MINING LEASE

Extractive Minerals Lease Number 6281

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian *Mining Act 1971* ("the Act") and the Regulations hereby leases to **Oxiana Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Lessee") of **Level 9, 31 Queen Street, MELBOURNE** in the state of Victoria all those lands containing **1.8 hectares** or thereabouts and situate in **Block 1139 OH (Billakalina) Ingomar Station** in the State of South Australia more particularly described and delineated on the plan annexed hereto and marked 'A' ("the land") and being mineral lands within the meaning of the Act.
2. The Lessee together with his servants and agents shall have the following rights and liberties during the continuance of this lease, namely:
 - (1) to conduct mining operations and obtain for the Lessee's own use and benefit the minerals as specified in the First Schedule hereto, in the manner described in the Second Schedule
 - (2) for or incidental to the purposes aforesaid to cut and construct races, drains, dams, reservoirs, roads and tramways;
 - (3) To sell and dispose of the minerals obtained, from the land in pursuance of this lease or to utilise any such minerals for any commercial or industrial purpose.
3. This lease shall be for a term of **13 years and 225 days** ("the term") commencing on the **twentieth day of December 2007**.
4. The Lessee shall use the land for the purposes of mining therein and thereon for minerals as specified in the First Schedule hereto, together with the rights and liberties hereinbefore granted and for no other purpose.
5. The Lessee shall pay to the Minister:-
 - (1) In advance a yearly rental fee as prescribed by the Regulations for each year during the term commencing on the **twentieth day of December** or such other date as agreed to by the Minister upon renewal; and,
 - (2) A further sum during the term, being a royalty on the minerals recovered under the Lease as provided for by the Act.
6. The Lessee hereby further covenants with the Minister as follows:
 - (1) to pay or cause to be paid to the Director of Mines ("the Director") at the offices of the Department of Primary Industries and Resources South Australia on behalf of the Minister, the rent and other sum hereby reserved at the times and in the manner hereinbefore appointed for payment thereof free and clear of all rates, taxes, impositions, outgoings and deductions whatsoever;
 - (2) to pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land;
 - (3) to maintain in position all posts, boundary indicator markers and notices required by the Regulations to be erected or placed on the land in the manner prescribed by the Act and the Regulations:

REF: T02633

Receivable No. EX 117562327	
Original copy	of/with 1 copies
Consideration/Value/Security	0
SA Proportion (if applicable): \$	0
SD: \$ 0	LTO Fees: 0
Int: \$ 0	Pen/Add Tax: 0
Signature [Signature]	Date 7/2/08

- (4) to mine the land in a fair, orderly, skilful and workmanlike manner in accordance with the First Schedule hereto and bona fide exclusively for the purpose for which it is demised so as to effect maximum recovery of the mineral resources consistent with economic practicability;
- (5) to supply the Director, forthwith upon written request, with a copy of such records kept pursuant to Section 77 of the Act;
- (6) to make a survey of the land and cause a map or plan of such survey to be sent to the Director whenever the Director so requires, and any and every such survey shall be at the Lessee's own cost and, shall be carried out in the manner required by the regulations (whether under the Act or otherwise);
- (7) at all times to keep and preserve the mines and premises in good order, repair and condition and in such good order, repair and condition at the end or other sooner determination of the term deliver peaceable possession thereof and of all and singular the land hereby leased unto the Minister or to some officer duly authorised by him to receive possession thereof;
- (8) to furnish all returns prescribed by the Act and Regulations;
- (9) to 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 Lessee;
- (10) not to use or occupy the land or permit the same to be used or occupied otherwise than for the purpose of exercising the rights and liberties hereinbefore granted without first obtaining the written consent of the Minister;
- (11) not to assign, transfer, sublet the land, or make the land the subject of any trust or other dealing, whether directly or indirectly, for the whole or any part of the term without first obtaining the written consent of the Minister;
- (12) to observe, perform and carry out the provisions of the Act and Regulations and the provisions of any other Act or regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands;
- (13) to perform and comply with all of the conditions set out in the Second Schedule annexed hereto;
- (14) to permit the Minister or the Director or any person duly appointed by either of them at all proper and reasonable times without any interruption from the Lessee or the Lessee's agents or servants to enter into and upon the land to view and examine the mining operations conducted in pursuance of this lease and to use all reasonable means to achieve such purpose and to examine and take extracts from all books, accounts, vouchers or documents appertaining to the Lessee's mining operations in pursuance of this lease;
- (15) that the Minister, may at any time, require the Lessee to pay to any person an amount of compensation, stipulated by the Minister, to which that person is, in the opinion of the Minister, entitled in consequence of the conduct of mining operations in pursuance of this lease and the Lessee shall comply forthwith with such requirement;
- (16) that if the Lessee shall fail to comply with any covenant, conditions or proviso herein contained this lease shall be liable to forfeiture in the manner hereinafter provided;
- (17) that if the rent or royalty shall be in arrear and unpaid for more than three calendar months after the day on which the same is payable it shall be lawful for the Minister to cancel this lease and the Minister may thereupon insert a notice in the *Government Gazette* declaring this lease to be forfeited;

(18) that if the Minister has reason to believe that there has been a breach of or non-compliance with any of the covenants, conditions or provisos herein contained, other than a breach of the covenant for payment of the rent or royalty, the Minister may give or cause to be given by any duly authorised officer of the Minister, written notice to the Lessee specifying the covenants, conditions or provisos which he has reason to believe are not being complied with and notifying the Lessee that this lease will be liable to forfeiture at the expiration of one month from the date of such notice unless in the meantime such covenant, conditions or provisos are duly complied with and if at the expiration of such notice such covenants, conditions or provisos are still not being complied with by the Lessee, the Minister may cancel this lease notwithstanding that the rent or royalty payable under this lease for the period during which such breach is committed may have been paid and notwithstanding any implied waiver of such breach by the Minister and the Minister shall thereupon cause to be inserted by any duly authorised officer of the Minister a notice in the *Government Gazette* declaring this lease to be forfeited. In case of a breach of the covenant for payment of the rent or royalty the Minister may exercise the power of cancellation without giving the written notice hereinbefore mentioned:

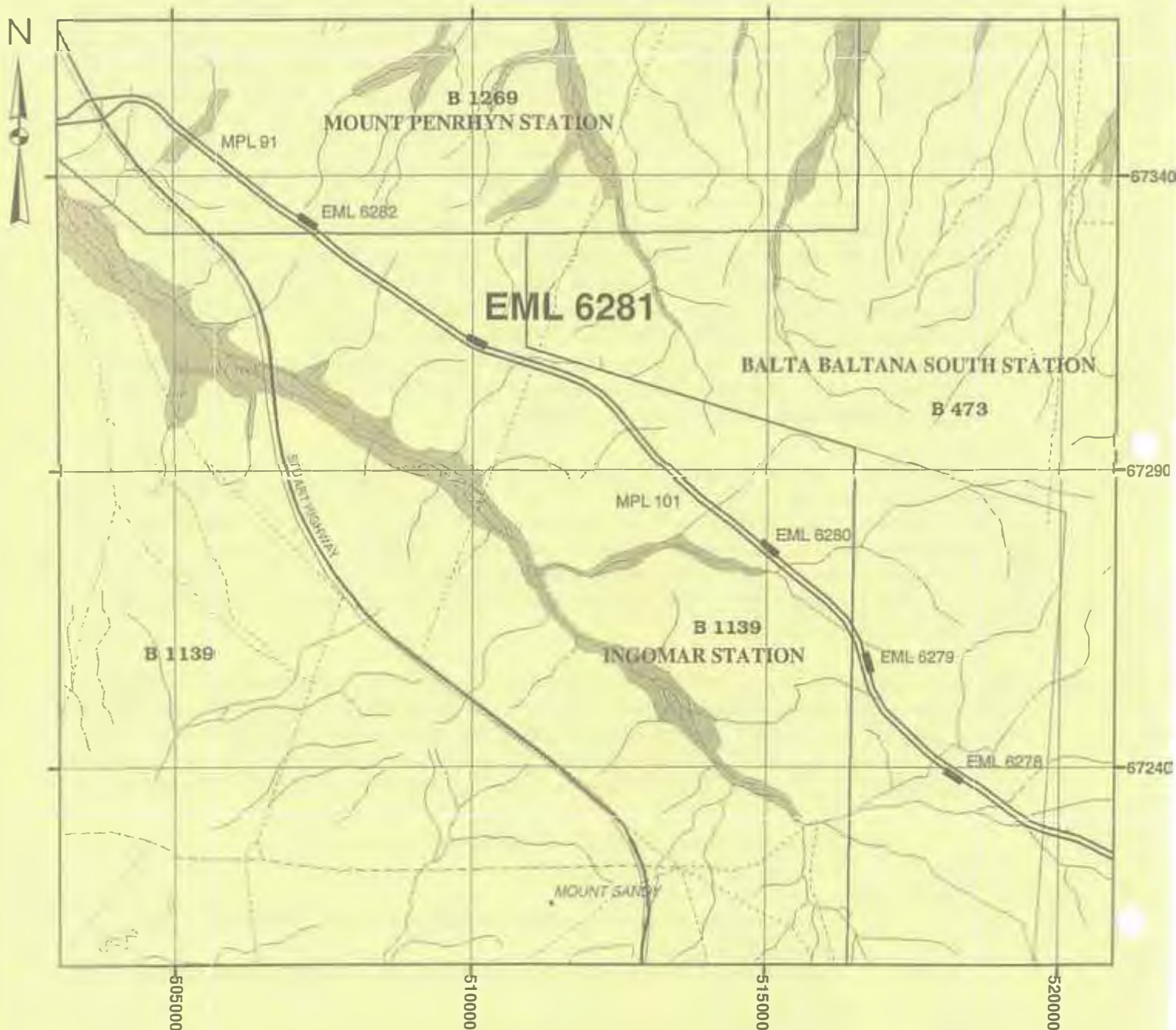
(19) that a notice of forfeiture as hereinbefore mentioned in the last two preceding provisos so published in the *Government Gazette* shall be taken to be conclusive evidence that this lease has been legally cancelled and forfeited:

7. Any notice to be given to or demand to be made upon the Lessee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Lessee at the address of the Lessee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Lessee within three days following the day on which the envelope containing such notice or demand is posted.
8. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in these presents, 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 –

- (i) "amendment" includes an addition, excision or substitution;
- (ii) "the land" includes any part thereof;
- (iii) "the Lessee" means and includes:
 - (a) in the case of a natural person the executors, administrators and assigns of that person;
 - (b) in the case of a body corporate the successors, administrators or permitted assigns thereof;
- (iv) "the Regulations" means the Regulations under the Act in force for the time being;
- (v) "the term" includes any renewal or extension thereof.

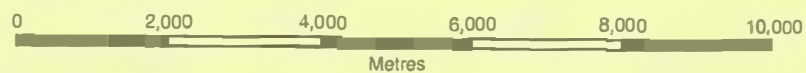
ANNEXURE 'A'

OUT OF HUNDREDS (BILLA KALINA)



SCALE

1 : 100 000



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. Mining operations authorised by this lease must be only for the recovery of gravel and sand.
2. The Lessee must keep accurate records of the quantity, value and manner of disposition of all minerals mined and, whenever required to do so, submit the records for inspection by any person authorised by the Minister.
3. The Lessee must ensure that mining operations on the land are carried out in an orderly and skilful manner in accordance with a mining and rehabilitation program (MARF) approved, from time to time, by the Minister.

The Lessee must ensure that as part of mine closure, the land disturbed by mining is rehabilitated to a post mining land use as specified in the MARF

The Lessee must not conduct any mining operations on the land until a MARF prepared in accordance with PIRSA guidelines, has been approved by the Minister.

4. The MARF must comply with the requirements of guidelines approved by the Chief Inspector of Mines and include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
5. The Lessee agrees to the approved MARF being made available for public inspection.
6. The Lessee must demonstrate upon request and to the Chief Inspector of Mines, the Lessee's capability and competence to comply with the requirements of the Mining Act, 1971, the conditions of this lease, and the MARF
7. The Lessee must provide to the Chief Inspector of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the lease and compliance with the approved MARF. The MARCR must be submitted every year, within 2 months after the anniversary of the date the lease was granted, or at some other time agreed with the Chief Inspector of Mines in accordance with guidelines approved by the Chief Inspector of Mines. The Lessee agrees to the MARCR being made available for public inspection.
8. The Lessee must, if requested by the Chief Inspector of Mines, undertake an independent audit of achievement of the environmental outcomes in the MARF, by an independent expert approved by the Chief Inspector of Mines. The audit will be made available to the public, in a manner and form as determined by the Chief Inspector of Mines.
9. The Lessee must provide to PIRSA a Mine Completion Report prior to lease relinquishment, in accordance with guidelines approved by the Chief Inspector of Mines.

10. The Lessee must ensure that all employees and contractors on-site are properly advised and trained to ensure that all mining operations are carried out in accordance with the requirements of the Aboriginal Heritage Act, 1988.
11. The Lessee must, prior to commencing operations under this lease and for the duration of the lease, maintain public liability insurance to cover operations under the lease (including sudden and accidental pollution) in the name of the lessee for a sum not less than \$ 20 million or such greater sum as specified by the Chief Inspector of Mines, and make such amendments to the terms and conditions of the insurance as the Chief Inspector of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Chief Inspector of Mines upon request.

In specifying the level of insurance required, the Chief Inspector of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the lessee may or may not respond to any loss, damage or liability.

SECOND SCHEDULE

1. The Lessee must ensure that all terminal faces are formed (as part of mining) to a gradient not steeper than 1 vertical to 3 horizontal (18.4°) to blend with the local topography and drainage system.
2. The Lessee must ensure that topsoil is removed and stockpiled prior to carrying out any mining activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
3. The Lessee must ensure that (subject to practical limitations imposed by the current and future mining operations and seasonal conditions) all land disturbed by mining is progressively rehabilitated progressively re-spread with topsoil and re-vegetated to prevent soil erosion to the satisfaction of the Chief Inspector of Mines.
4. The Lessee must notify the Chief Inspector of Mines as soon as practical if any of the following significant incidents occur within the tenement area:
 - Any fires caused by mining operations;
 - Any unauthorised entry to site by member of the public, or breach of security measures;
 - Any fatality or injury to an employee, contractor or member of the public caused by mining operations (including by truck movements).
5. The Lessee must operate in a manner that will minimise the spread of weeds and plant pathogens and ensure that all employees and contractors on-site are fully aware of this requirement.
6. The Lessee must ensure that dust from the operation be effectively controlled and managed.

EXECUTED

this

5th

day of

February

2008

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority


signature



Name: **HELEN TYRTEOS**
Title: **MINING REGISTRAR**

SIGNED SEALED AND DELIVERED BY
THE LESSEE/S

this

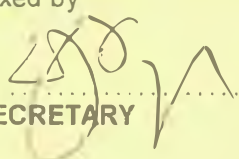
31st

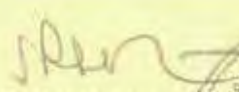
day of

JANUARY

2008

the Common seal of **Oxiana Prominent Hill Operations Pty Ltd ACN 091 546 691**
was hereto affixed by


.....
DIRECTOR/SECRETARY


.....
DIRECTOR



INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$81.00

MINING LEASE

Extractive Minerals Lease Number 6282

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian *Mining Act 1971* ("the Act") and the Regulations hereby leases to **Oxiana Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Lessee") of **Level 9, 31 Queen Street, MELBOURNE** in the state of Victoria all those lands containing **1.8 hectares** or thereabouts and situate in **Block 1269 OH (Billakalina) Mount Penrhyn Station** in the State of South Australia more particularly described and delineated on the plan annexed hereto and marked 'A' ("the land") and being mineral lands within the meaning of the Act.
2. The Lessee together with his servants and agents shall have the following rights and liberties during the continuance of this lease, namely:
 - (1) to conduct mining operations and obtain for the Lessee's own use and benefit the minerals as specified in the First Schedule hereto, in the manner described in the Second Schedule
 - (2) for or incidental to the purposes aforesaid to cut and construct races, drains, dams, reservoirs, roads and tramways;
 - (3) To sell and dispose of the minerals obtained, from the land in pursuance of this lease or to utilise any such minerals for any commercial or industrial purpose.
3. This lease shall be for a term of **13 years and 225 days** ("the term") commencing on the **twentieth day of December 2007**.
4. The Lessee shall use the land for the purposes of mining therein and thereon for minerals as specified in the First Schedule hereto, together with the rights and liberties hereinbefore granted and for no other purpose.
5. The Lessee shall pay to the Minister:-
 - (1) In advance a yearly rental fee as prescribed by the Regulations for each year during the term commencing on the **twentieth day of December** or such other date as agreed to by the Minister upon renewal; and,
 - (2) A further sum during the term, being a royalty on the minerals recovered under the Lease as provided for by the Act.
6. The Lessee hereby further covenants with the Minister as follows:
 - (1) to pay or cause to be paid to the Director of Mines ("the Director") at the offices of the Department of Primary Industries and Resources South Australia on behalf of the Minister the rent and other sum hereby reserved at the times and in the manner hereinbefore appointed for payment thereof free and clear of all rates, taxes, impositions, outgoings and deductions whatsoever;
 - (2) to pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land;
 - (3) to maintain in position all posts, boundary indicator markers and notices required by the Regulations to be erected or placed on the land in the manner prescribed by the Act and the Regulations;

REF: T02633

Rev/Nil(D)	B	Use No	EX 11756249
Orig/Copy	1	Nil/With	1 copies
Consideration/V. Sec/Security			0
SA Proportion (if applicable): \$			0
SD: \$	0	LTO Fee: \$	0
Int: \$	0	Pen/Add Tax: \$	0
Signature	gode	Date	7/2/08

- (4) to mine the land in a fair, orderly, skilful and workmanlike manner in accordance with the First Schedule hereto and bona fide exclusively for the purpose for which it is demised so as to effect maximum recovery of the mineral resources consistent with economic practicability:
- (5) to supply the Director, forthwith upon written request, with a copy of such records kept pursuant to Section 77 of the Act:
- (6) to make a survey of the land and cause a map or plan of such survey to be sent to the Director whenever the Director so requires, and any and every such survey shall be at the Lessee's own cost and, shall be carried out in the manner required by the regulations (whether under the Act or otherwise):
- (7) at all times to keep and preserve the mines and premises in good order, repair and condition and in such good order, repair and condition at the end or other sooner determination of the term deliver peaceable possession thereof and of all and singular the land hereby leased unto the Minister or to some officer duly authorised by him to receive possession thereof:
- (8) to furnish all returns prescribed by the Act and Regulations:
- (9) to 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 Lessee:
- (10) not to use or occupy the land or permit the same to be used or occupied otherwise than for the purpose of exercising the rights and liberties hereinbefore granted without first obtaining the written consent of the Minister:
- (11) not to assign, transfer, sublet the land, or make the land the subject of any trust or other dealing, whether directly or indirectly, for the whole or any part of the term without first obtaining the written consent of the Minister:
- (12) to observe, perform and carry out the provisions of the Act and Regulations and the provisions of any other Act or regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
- (13) to perform and comply with all of the conditions set out in the Second Schedule annexed hereto:
- (14) to permit the Minister or the Director or any person duly appointed by either of them at all proper and reasonable times without any interruption from the Lessee or the Lessee's agents or servants to enter into and upon the land to view and examine the mining operations conducted in pursuance of this lease and to use all reasonable means to achieve such purpose and to examine and take extracts from all books, accounts, vouchers or documents appertaining to the Lessee's mining operations in pursuance of this lease:
- (15) that the Minister, may at any time, require the Lessee to pay to any person an amount of compensation, stipulated by the Minister, to which that person is, in the opinion of the Minister, entitled in consequence of the conduct of mining operations in pursuance of this lease and the Lessee shall comply forthwith with such requirement:
- (16) that if the Lessee shall fail to comply with any covenant, conditions or proviso herein contained this lease shall be liable to forfeiture in the manner hereinafter provided:
- (17) that if the rent or royalty shall be in arrear and unpaid for more than three calendar months after the day on which the same is payable it shall be lawful for the Minister to cancel this lease and the Minister may thereupon insert a notice in the *Government Gazette* declaring this lease to be forfeited:

(18) that if the Minister has reason to believe that there has been a breach of or non-compliance with any of the covenants, conditions or provisos herein contained, other than a breach of the covenant for payment of the rent or royalty, the Minister may give or cause to be given by any duly authorised officer of the Minister, written notice to the Lessee specifying the covenants, conditions or provisos which he has reason to believe are not being complied with and notifying the Lessee that this lease will be liable to forfeiture at the expiration of one month from the date of such notice unless in the meantime such covenant, conditions or provisos are duly complied with and if at the expiration of such notice such covenants, conditions or provisos are still not being complied with by the Lessee, the Minister may cancel this lease notwithstanding that the rent or royalty payable under this lease for the period during which such breach is committed may have been paid and notwithstanding any implied waiver of such breach by the Minister and the Minister shall thereupon cause to be inserted by any duly authorised officer of the Minister a notice in the *Government Gazette* declaring this lease to be forfeited. In case of a breach of the covenant for payment of the rent or royalty the Minister may exercise the power of cancellation without giving the written notice hereinbefore mentioned:

(19) that a notice of forfeiture as hereinbefore mentioned in the last two preceding provisos so published in the *Government Gazette* shall be taken to be conclusive evidence that this lease has been legally cancelled and forfeited.

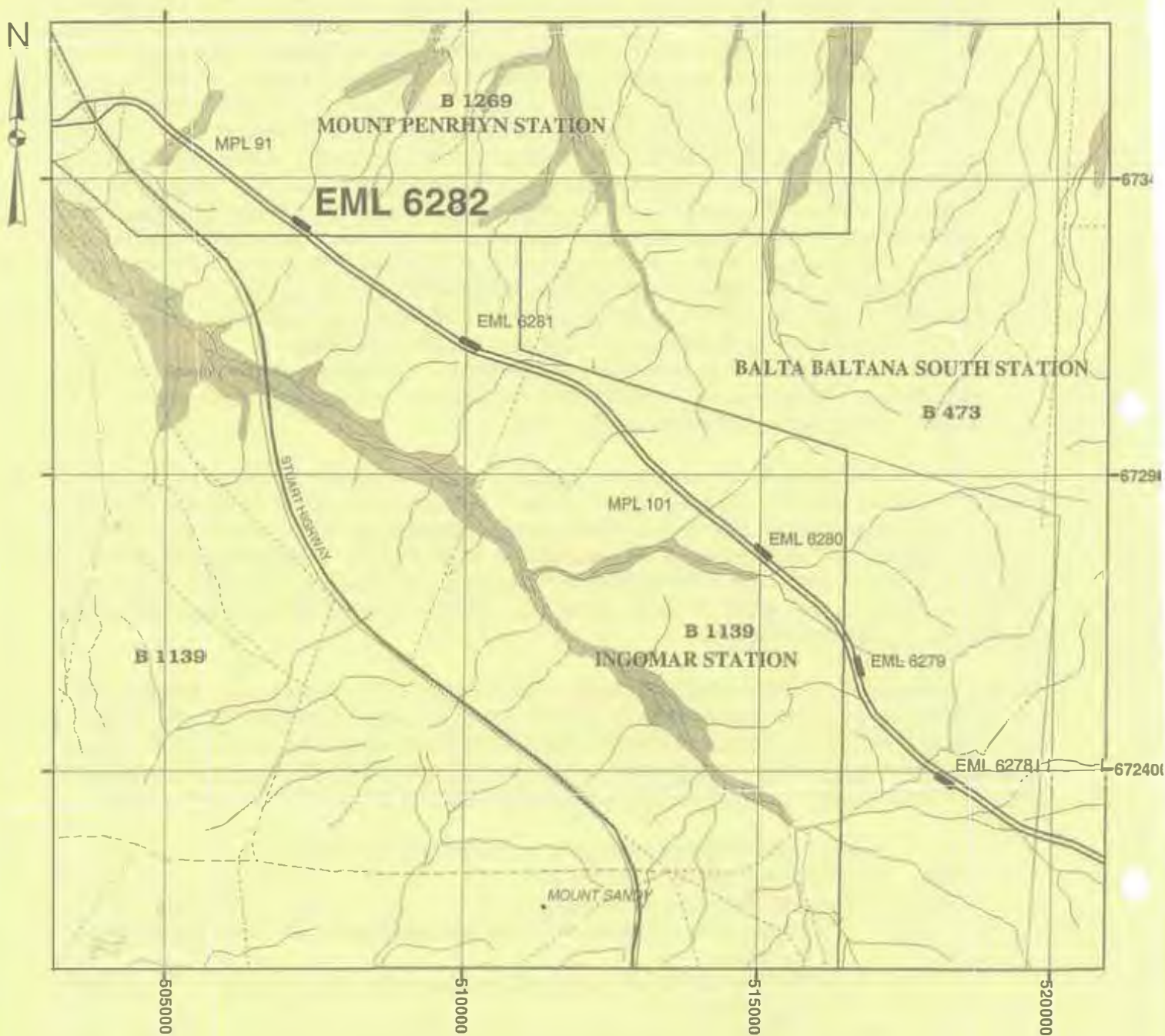
7. Any notice to be given to or demand to be made upon the Lessee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Lessee at the address of the Lessee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Lessee within three days following the day on which the envelope containing such notice or demand is posted.

8. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in these presents, 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 –

- (i) "amendment" includes an addition, excision or substitution;
- (ii) "the land" includes any part thereof;
- (iii) "the Lessee" means and includes:
 - (a) in the case of a natural person the executors, administrators and assigns of that person;
 - (b) in the case of a body corporate the successors, administrators or permitted assigns thereof;
- (iv) "the Regulations" means the Regulations under the Act in force for the time being;
- (v) "the term" includes any renewal or extension thereof.

ANNEXURE 'A'

OUT OF HUNDREDS (BILLA KALINA)



SCALE

1 : 100 000



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. Mining operations authorised by this lease must be only for the recovery of gravel and sand.
2. The Lessee must keep accurate records of the quantity, value and manner of disposition of all minerals mined and, whenever required to do so, submit the records for inspection by any person authorised by the Minister.
3. The Lessee must ensure that mining operations on the land are carried out in an orderly and skilful manner in accordance with a mining and rehabilitation program (MARP) approved, from time to time, by the Minister.

The Lessee must ensure that as part of mine closure, the land disturbed by mining is rehabilitated to a post mining land use as specified in the MARP

The Lessee must not conduct any mining operations on the land until a MARP prepared in accordance with PIRSA guidelines, has been approved by the Minister.

4. The MARP must comply with the requirements of guidelines approved by the Chief Inspector of Mines and include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
5. The Lessee agrees to the approved MARP being made available for public inspection.
6. The Lessee must demonstrate upon request and to the Chief Inspector of Mines, the Lessee's capability and competence to comply with the requirements of the Mining Act, 1971, the conditions of this lease, and the MARP
7. The Lessee must provide to the Chief Inspector of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the lease and compliance with the approved MARP. The MARCR must be submitted every year, within 2 months after the anniversary of the date the lease was granted, or at some other time agreed with the Chief Inspector of Mines in accordance with guidelines approved by the Chief Inspector of Mines. The Lessee agrees to the MARCR being made available for public inspection.
8. The Lessee must, if requested by the Chief Inspector of Mines, undertake an independent audit of achievement of the environmental outcomes in the MARP, by an independent expert approved by the Chief Inspector of Mines. The audit will be made available to the public, in a manner and form as determined by the Chief Inspector of Mines.
9. The Lessee must provide to PIRSA a Mine Completion Report prior to lease relinquishment, in accordance with guidelines approved by the Chief Inspector of Mines.

10. The Lessee must ensure that all employees and contractors on-site are properly advised and trained to ensure that all mining operations are carried out in accordance with the requirements of the Aboriginal Heritage Act, 1988.
11. The Lessee must, prior to commencing operations under this lease and for the duration of the lease, maintain public liability insurance to cover operations under the lease (including sudden and accidental pollution) in the name of the lessee for a sum not less than \$ 20 million or such greater sum as specified by the Chief Inspector of Mines, and make such amendments to the terms and conditions of the insurance as the Chief Inspector of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Chief Inspector of Mines upon request.

In specifying the level of insurance required, the Chief Inspector of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the lessee may or may not respond to any loss, damage or liability.

SECOND SCHEDULE

1. The Lessee must ensure that all terminal faces are formed (as part of mining) to a gradient not steeper than 1 vertical to 3 horizontal (18.4°) to blend with the local topography and drainage system.
2. The Lessee must ensure that topsoil is removed and stockpiled prior to carrying out any mining activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
3. The Lessee must ensure that (subject to practical limitations imposed by the current and future mining operations and seasonal conditions) all land disturbed by mining is progressively rehabilitated progressively re-spread with topsoil and re-vegetated to prevent soil erosion to the satisfaction of the Chief Inspector of Mines.
4. The Lessee must notify the Chief Inspector of Mines as soon as practical if any of the following significant incidents occur within the tenement area:
 - Any fires caused by mining operations;
 - Any unauthorised entry to site by member of the public, or breach of security measures;
 - Any fatality or injury to an employee, contractor or member of the public caused by mining operations (including by truck movements).
5. The Lessee must operate in a manner that will minimise the spread of weeds and plant pathogens and ensure that all employees and contractors on-site are fully aware of this requirement.
6. The Lessee must ensure that dust from the operation be effectively controlled and managed.

EXECUTED

this

5th

day of

February

2008

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority


signature

Name: **HELEN TYRTEOS**
Title: **MINING REGISTRAR**



**SIGNED SEALED AND DELIVERED BY
THE LESSEE/S**

this

31st

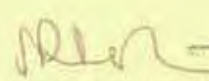
day of

JANUARY

2008

the Common seal of **Oxiana Prominent Hill Operations Pty Ltd ACN 091 546 691**
was hereto affixed by


DIRECTOR/SECRETARY


DIRECTOR



INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$81.00

MINING LEASE

Extractive Minerals Lease Number 6283

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian *Mining Act 1971* ("the Act") and the Regulations hereby leases to **Oxiana Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Lessee") of **Level 9, 31 Queen Street, MELBOURNE** in the State of Victoria all those lands containing **1.8 hectares** or thereabouts and situate in **Block 1269 OH (Coober Pedy) Mount Penrhyn Station** in the State of South Australia more particularly described and delineated on the plan annexed hereto and marked 'A' ("the land") and being mineral lands within the meaning of the Act.
2. The Lessee together with his servants and agents shall have the following rights and liberties during the continuance of this lease, namely:
 - (1) to conduct mining operations and obtain for the Lessee's own use and benefit the minerals as specified in the First Schedule hereto, in the manner described in the Second Schedule
 - (2) for or incidental to the purposes aforesaid to cut and construct races, drains, dams, reservoirs, roads and tramways;
 - (3) To sell and dispose of the minerals obtained, from the land in pursuance of this lease or to utilise any such minerals for any commercial or industrial purpose.
3. This lease shall be for a term of **13 years and 225 days** ("the term") commencing on the **twentieth day of December 2007**.
4. The Lessee shall use the land for the purposes of mining therein and thereon for minerals as specified in the First Schedule hereto, together with the rights and liberties hereinbefore granted and for no other purpose.
5. The Lessee shall pay to the Minister:-
 - (1) In advance a yearly rental fee as prescribed by the Regulations for each year during the term commencing on the **twentieth day of December** or such other date as agreed to by the Minister upon renewal; and,
 - (2) A further sum during the term, being a royalty on the minerals recovered under the Lease as provided for by the Act.
6. The Lessee hereby further covenants with the Minister as follows:
 - (1) to pay or cause to be paid to the Director of Mines ("the Director") at the offices of the Department of Primary Industries and Resources South Australia on behalf of the Minister, the rent and other sum hereby reserved at the times and in the manner hereinbefore appointed for payment thereof free and clear of all rates, taxes, impositions, outgoings and deductions whatsoever;
 - (2) to pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land;
 - (3) to maintain in position all posts, boundary indicator markers and notices required by the Regulations to be erected or placed on the land in the manner prescribed by the Act and the Regulations.

REF: T02633

Revenue SA - Stamp Duty - Mining		19 11 00 349 865 ©	
RevNetID PR	Lease No	EX 117562556	
Orig Copy	1	Off	1
Consideration Value Security	5		0
SA Property (if applicable)	\$		0
SD \$	0	LTC Fees \$	0
Int \$	0	Pen/Add Tax \$	0
1210		7 7 05	

- (4) to mine the land in a fair, orderly, skilful and workmanlike manner in accordance with the First Schedule hereto and bona fide exclusively for the purpose for which it is demised so as to effect maximum recovery of the mineral resources consistent with economic practicability:
- (5) to supply the Director, forthwith upon written request, with a copy of such records kept pursuant to Section 77 of the Act:
- (6) to make a survey of the land and cause a map or plan of such survey to be sent to the Director whenever the Director so requires, and any and every such survey shall be at the Lessee's own cost and, shall be carried out in the manner required by the regulations (whether under the Act or otherwise):
- (7) at all times to keep and preserve the mines and premises in good order, repair and condition and in such good order, repair and condition at the end or other sooner determination of the term deliver peaceable possession thereof and of all and singular the land hereby leased unto the Minister or to some officer duly authorised by him to receive possession thereof:
- (8) to furnish all returns prescribed by the Act and Regulations:
- (9) to 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 Lessee:
- (10) not to use or occupy the land or permit the same to be used or occupied otherwise than for the purpose of exercising the rights and liberties hereinbefore granted without first obtaining the written consent of the Minister:
- (11) not to assign, transfer, sublet the land, or make the land the subject of any trust or other dealing, whether directly or indirectly, for the whole or any part of the term without first obtaining the written consent of the Minister:
- (12) to observe, perform and carry out the provisions of the Act and Regulations and the provisions of any other Act or regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
- (13) to perform and comply with all of the conditions set out in the Second Schedule annexed hereto:
- (14) to permit the Minister or the Director or any person duly appointed by either of them at all proper and reasonable times without any interruption from the Lessee or the Lessee's agents or servants to enter into and upon the land to view and examine the mining operations conducted in pursuance of this lease and to use all reasonable means to achieve such purpose and to examine and take extracts from all books, accounts, vouchers or documents appertaining to the Lessee's mining operations in pursuance of this lease:
- (15) that the Minister, may at any time, require the Lessee to pay to any person an amount of compensation, stipulated by the Minister, to which that person is, in the opinion of the Minister, entitled in consequence of the conduct of mining operations in pursuance of this lease and the Lessee shall comply forthwith with such requirement:
- (16) that if the Lessee shall fail to comply with any covenant, conditions or proviso herein contained this lease shall be liable to forfeiture in the manner hereinafter provided:
- (17) that if the rent or royalty shall be in arrear and unpaid for more than three calendar months after the day on which the same is payable it shall be lawful for the Minister to cancel this lease and the Minister may thereupon insert a notice in the *Government Gazette* declaring this lease to be forfeited:

- (18) that if the Minister has reason to believe that there has been a breach of or non-compliance with any of the covenants, conditions or provisos herein contained, other than a breach of the covenant for payment of the rent or royalty, the Minister may give or cause to be given by any duly authorised officer of the Minister, written notice to the Lessee specifying the covenants, conditions or provisos which he has reason to believe are not being complied with and notifying the Lessee that this lease will be liable to forfeiture at the expiration of one month from the date of such notice unless in the meantime such covenant, conditions or provisos are duly complied with and if at the expiration of such notice such covenants, conditions or provisos are still not being complied with by the Lessee, the Minister may cancel this lease notwithstanding that the rent or royalty payable under this lease for the period during which such breach is committed may have been paid and notwithstanding any implied waiver of such breach by the Minister and the Minister shall thereupon cause to be inserted by any duly authorised officer of the Minister a notice in the *Government Gazette* declaring this lease to be forfeited. In case of a breach of the covenant for payment of the rent or royalty the Minister may exercise the power of cancellation without giving the written notice hereinbefore mentioned:
- (19) that a notice of forfeiture as hereinbefore mentioned in the last two preceding provisos so published in the *Government Gazette* shall be taken to be conclusive evidence that this lease has been legally cancelled and forfeited:

7. Any notice to be given to or demand to be made upon the Lessee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Lessee at the address of the Lessee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Lessee within three days following the day on which the envelope containing such notice or demand is posted.
8. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in these presents, 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 –

- (i) "amendment" includes an addition, excision or substitution;
- (ii) "the land" includes any part thereof;
- (iii) "the Lessee" means and includes:
 - (a) in the case of a natural person the executors, administrators and assigns of that person;
 - (b) in the case of a body corporate the successors, administrators or permitted assigns thereof;
- (iv) "the Regulations" means the Regulations under the Act in force for the time being;
- (v) "the term" includes any renewal or extension thereof.

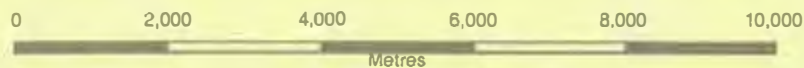
ANNEXURE 'A'

OUT OF HUNDREDS (COOBER PEDY)



SCALE

1 : 100 000



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. Mining operations authorised by this lease must be only for the recovery of gravel and sand.
2. The Lessee must keep accurate records of the quantity, value and manner of disposition of all minerals mined and, whenever required to do so, submit the records for inspection by any person authorised by the Minister.
3. The Lessee must ensure that mining operations on the land are carried out in an orderly and skilful manner in accordance with a mining and rehabilitation program (MARP) approved, from time to time, by the Minister.

The Lessee must ensure that as part of mine closure, the land disturbed by mining is rehabilitated to a post mining land use as specified in the MARP

The Lessee must not conduct any mining operations on the land until a MARP prepared in accordance with PIRSA guidelines, has been approved by the Minister.

4. The MARP must comply with the requirements of guidelines approved by the Chief Inspector of Mines and include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
5. The Lessee agrees to the approved MARP being made available for public inspection.
6. The Lessee must demonstrate upon request and to the Chief Inspector of Mines, the Lessee's capability and competence to comply with the requirements of the Mining Act, 1971, the conditions of this lease, and the MARP
7. The Lessee must provide to the Chief Inspector of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the lease and compliance with the approved MARP. The MARCR must be submitted every year, within 2 months after the anniversary of the date the lease was granted, or at some other time agreed with the Chief Inspector of Mines in accordance with guidelines approved by the Chief Inspector of Mines. The Lessee agrees to the MARCR being made available for public inspection.
8. The Lessee must, if requested by the Chief Inspector of Mines, undertake an independent audit of achievement of the environmental outcomes in the MARP, by an independent expert approved by the Chief Inspector of Mines. The audit will be made available to the public, in a manner and form as determined by the Chief Inspector of Mines.
9. The Lessee must provide to PIRSA a Mine Completion Report prior to lease relinquishment, in accordance with guidelines approved by the Chief Inspector of Mines.

10. The Lessee must ensure that all employees and contractors on-site are properly advised and trained to ensure that all mining operations are carried out in accordance with the requirements of the Aboriginal Heritage Act, 1988.
11. The Lessee must, prior to commencing operations under this lease and for the duration of the lease, maintain public liability insurance to cover operations under the lease (including sudden and accidental pollution) in the name of the lessee for a sum not less than \$ 20 million or such greater sum as specified by the Chief Inspector of Mines, and make such amendments to the terms and conditions of the insurance as the Chief Inspector of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Chief Inspector of Mines upon request.

In specifying the level of insurance required, the Chief Inspector of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the lessee may or may not respond to any loss, damage or liability.

SECOND SCHEDULE

1. The Lessee must ensure that all terminal faces are formed (as part of mining) to a gradient not steeper than 1 vertical to 3 horizontal (18.4°) to blend with the local topography and drainage system.
2. The Lessee must ensure that topsoil is removed and stockpiled prior to carrying out any mining activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
3. The Lessee must ensure that (subject to practical limitations imposed by the current and future mining operations and seasonal conditions) all land disturbed by mining is progressively rehabilitated progressively re-spread with topsoil and re-vegetated to prevent soil erosion to the satisfaction of the Chief Inspector of Mines.
4. The Lessee must notify the Chief Inspector of Mines as soon as practical if any of the following significant incidents occur within the tenement area:
 - Any fires caused by mining operations;
 - Any unauthorised entry to site by member of the public, or breach of security measures;
 - Any fatality or injury to an employee, contractor or member of the public caused by mining operations (including by truck movements).
5. The Lessee must operate in a manner that will minimise the spread of weeds and plant pathogens and ensure that all employees and contractors on-site are fully aware of this requirement.
6. The Lessee must ensure that dust from the operation be effectively controlled and managed.

EXECUTED

this

5th

day of

February

2008

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority

signature

Name: **HELEN TYRTEOS**
Title: **MINING REGISTRAR**



SIGNED SEALED AND DELIVERED BY
THE LESSEE/S

this

31st

day of

JANUARY

2008

the Common seal of **Oxiana Prominent Hill Operations Pty Ltd ACN 091 546 691**
was hereto affixed by

DIRECTOR/SECRETARY

DIRECTOR

A handwritten signature in black ink, consisting of a large loop followed by a series of smaller loops and a final flourish.

A handwritten signature in black ink, consisting of a series of connected loops and a final horizontal stroke.



INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$81.00

MINING LEASE

Extractive Minerals Lease Number 6284

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian *Mining Act 1971* ("the Act") and the Regulations hereby leases to **Oxiana Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Lessee") of **Level 9, 31 Queen Street, MELBOURNE** in the state of Victoria all those lands containing **1.8 hectares** or thereabouts and situate in **Block 1269 OH (Coober Pedy) Mount Penrhyn Station** in the State of South Australia more particularly described and delineated on the plan annexed hereto and marked 'A' ("the land") and being mineral lands within the meaning of the Act.
2. The Lessee together with his servants and agents shall have the following rights and liberties during the continuance of this lease, namely:
 - (1) to conduct mining operations and obtain for the Lessee's own use and benefit the minerals as specified in the First Schedule hereto, in the manner described in the Second Schedule
 - (2) for or incidental to the purposes aforesaid to cut and construct races, drains, dams, reservoirs, roads and tramways;
 - (3) To sell and dispose of the minerals obtained, from the land in pursuance of this lease or to utilise any such minerals for any commercial or industrial purpose.
3. This lease shall be for a term of **13 years and 225 days** ("the term") commencing on the **twentieth day of December 2007**.
4. The Lessee shall use the land for the purposes of mining therein and thereon for minerals as specified in the First Schedule hereto, together with the rights and liberties hereinbefore granted and for no other purpose.
5. The Lessee shall pay to the Minister:-
 - (1) In advance a yearly rental fee as prescribed by the Regulations for each year during the term commencing on the **twentieth day of December** or such other date as agreed to by the Minister upon renewal; and,
 - (2) A further sum during the term, being a royalty on the minerals recovered under the Lease as provided for by the Act.
6. The Lessee hereby further covenants with the Minister as follows:
 - (1) to pay or cause to be paid to the Director of Mines ("the Director") at the offices of the Department of Primary Industries and Resources South Australia on behalf of the Minister, the rent and other sum hereby reserved at the times and in the manner hereinbefore appointed for payment thereof free and clear of all rates, taxes, impositions, outgoings and deductions whatsoever;
 - (2) to pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land;
 - (3) to maintain in position all posts, boundary indicator markers and notices required by the Regulations to be erected or placed on the land in the manner prescribed by the Act and the Regulations:

REF: T02633

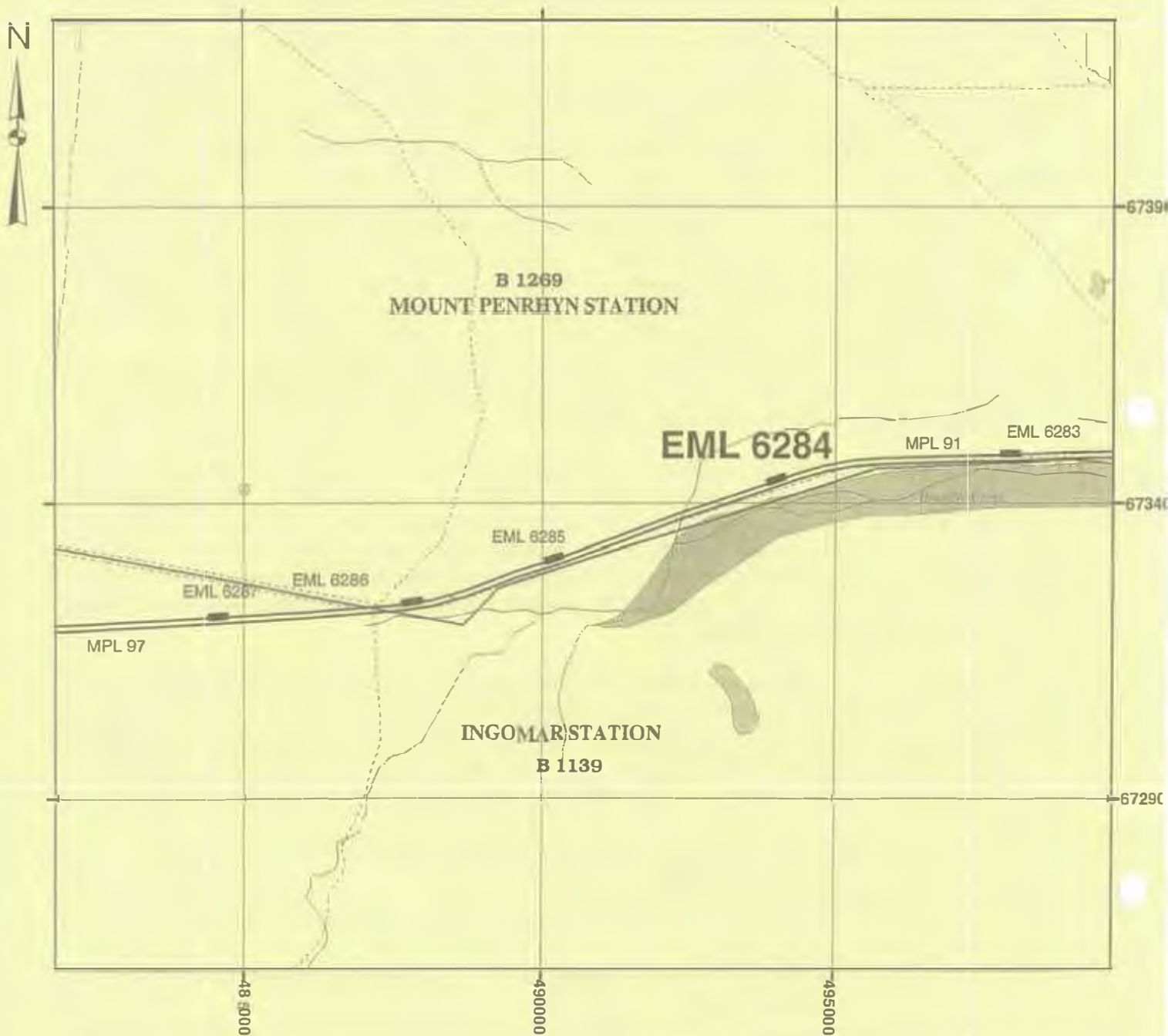
Revenue - Stamp Duty - ABRN 19 010 349 863	
RevNet/1/PK	Bundle No. EX 117562963
Orig Copy 1	Off/With 1 copies
Consideration Value/Security	\$ 0
SA Proportion (if applicable)	\$ 0
SD: \$ 0	LTO Fees: \$ 0
Int: \$ 0	Pen/Add Tax: \$ 0
Signature [Signature]	Date 7/2/08

- (4) to mine the land in a fair, orderly, skilful and workmanlike manner in accordance with the First Schedule hereto and bona fide exclusively for the purpose for which it is demised so as to effect maximum recovery of the mineral resources consistent with economic practicability;
- (5) to supply the Director, forthwith upon written request, with a copy of such records kept pursuant to Section 77 of the Act;
- (6) to make a survey of the land and cause a map or plan of such survey to be sent to the Director whenever the Director so requires, and any and every such survey shall be at the Lessee's own cost and, shall be carried out in the manner required by the regulations (whether under the Act or otherwise);
- (7) at all times to keep and preserve the mines and premises in good order, repair and condition and in such good order, repair and condition at the end or other sooner determination of the term deliver peaceable possession thereof and of all and singular the land hereby leased unto the Minister or to some officer duly authorised by him to receive possession thereof;
- (8) to furnish all returns prescribed by the Act and Regulations;
- (9) to 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 Lessee;
- (10) not to use or occupy the land or permit the same to be used or occupied otherwise than for the purpose of exercising the rights and liberties hereinbefore granted without first obtaining the written consent of the Minister;
- (11) not to assign, transfer, sublet the land, or make the land the subject of any trust or other dealing, whether directly or indirectly, for the whole or any part of the term without first obtaining the written consent of the Minister;
- (12) to observe, perform and carry out the provisions of the Act and Regulations and the provisions of any other Act or regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands;
- (13) to perform and comply with all of the conditions set out in the Second Schedule annexed hereto;
- (14) to permit the Minister or the Director or any person duly appointed by either of them at all proper and reasonable times without any interruption from the Lessee or the Lessee's agents or servants to enter into and upon the land to view and examine the mining operations conducted in pursuance of this lease and to use all reasonable means to achieve such purpose and to examine and take extracts from all books, accounts, vouchers or documents appertaining to the Lessee's mining operations in pursuance of this lease;
- (15) that the Minister, may at any time, require the Lessee to pay to any person an amount of compensation, stipulated by the Minister, to which that person is, in the opinion of the Minister, entitled in consequence of the conduct of mining operations in pursuance of this lease and the Lessee shall comply forthwith with such requirement;
- (16) that if the Lessee shall fail to comply with any covenant, conditions or proviso herein contained this lease shall be liable to forfeiture in the manner hereinafter provided;
- (17) that if the rent or royalty shall be in arrear and unpaid for more than three calendar months after the day on which the same is payable it shall be lawful for the Minister to cancel this lease and the Minister may thereupon insert a notice in the *Government Gazette* declaring this lease to be forfeited;

- (18) that if the Minister has reason to believe that there has been a breach of or non-compliance with any of the covenants, conditions or provisos herein contained, other than a breach of the covenant for payment of the rent or royalty, the Minister may give or cause to be given by any duly authorised officer of the Minister, written notice to the Lessee specifying the covenants, conditions or provisos which he has reason to believe are not being complied with and notifying the Lessee that this lease will be liable to forfeiture at the expiration of one month from the date of such notice unless in the meantime such covenant, conditions or provisos are duly complied with and if at the expiration of such notice such covenants, conditions or provisos are still not being complied with by the Lessee, the Minister may cancel this lease notwithstanding that the rent or royalty payable under this lease for the period during which such breach is committed may have been paid and notwithstanding any implied waiver of such breach by the Minister and the Minister shall thereupon cause to be inserted by any duly authorised officer of the Minister a notice in the *Government Gazette* declaring this lease to be forfeited. In case of a breach of the covenant for payment of the rent or royalty the Minister may exercise the power of cancellation without giving the written notice hereinbefore mentioned:
- (19) that a notice of forfeiture as hereinbefore mentioned in the last two preceding provisos so published in the *Government Gazette* shall be taken to be conclusive evidence that this lease has been legally cancelled and forfeited:
7. Any notice to be given to or demand to be made upon the Lessee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Lessee at the address of the Lessee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Lessee within three days following the day on which the envelope containing such notice or demand is posted.
8. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in these presents, 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 –
- (i) "amendment" includes an addition, excision or substitution;
 - (ii) "the land" includes any part thereof;
 - (iii) "the Lessee" means and includes:
 - (a) in the case of a natural person the executors, administrators and assigns of that person;
 - (b) in the case of a body corporate the successors, administrators or permitted assigns thereof;
 - (iv) "the Regulations" means the Regulations under the Act in force for the time being;
 - (v) "the term" includes any renewal or extension thereof.

ANNEXURE 'A'

OUT OF HUNDREDS (COOBER PEDY)



SCALE

1 : 100 000



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. Mining operations authorised by this lease must be only for the recovery of gravel and sand.
2. The Lessee must keep accurate records of the quantity, value and manner of disposition of all minerals mined and, whenever required to do so, submit the records for inspection by any person authorised by the Minister.
3. The Lessee must ensure that mining operations on the land are carried out in an orderly and skilful manner in accordance with a mining and rehabilitation program (MARP) approved, from time to time, by the Minister.

The Lessee must ensure that as part of mine closure, the land disturbed by mining is rehabilitated to a post mining land use as specified in the MARP

The Lessee must not conduct any mining operations on the land until a MARP prepared in accordance with PIRSA guidelines, has been approved by the Minister.

4. The MARP must comply with the requirements of guidelines approved by the Chief Inspector of Mines and include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
5. The Lessee agrees to the approved MARP being made available for public inspection.
6. The Lessee must demonstrate upon request and to the Chief Inspector of Mines, the Lessee's capability and competence to comply with the requirements of the Mining Act, 1971, the conditions of this lease, and the MARP
7. The Lessee must provide to the Chief Inspector of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the lease and compliance with the approved MARP. The MARCR must be submitted every year, within 2 months after the anniversary of the date the lease was granted, or at some other time agreed with the Chief Inspector of Mines in accordance with guidelines approved by the Chief Inspector of Mines. The Lessee agrees to the MARCR being made available for public inspection.
8. The Lessee must, if requested by the Chief Inspector of Mines, undertake an independent audit of achievement of the environmental outcomes in the MARP, by an independent expert approved by the Chief Inspector of Mines. The audit will be made available to the public, in a manner and form as determined by the Chief Inspector of Mines.
9. The Lessee must provide to PIRSA a Mine Completion Report prior to lease relinquishment, in accordance with guidelines approved by the Chief Inspector of Mines.

10. The Lessee must ensure that all employees and contractors on-site are properly advised and trained to ensure that all mining operations are carried out in accordance with the requirements of the Aboriginal Heritage Act, 1988.
11. The Lessee must, prior to commencing operations under this lease and for the duration of the lease, maintain public liability insurance to cover operations under the lease (including sudden and accidental pollution) in the name of the lessee for a sum not less than \$ 20 million or such greater sum as specified by the Chief Inspector of Mines, and make such amendments to the terms and conditions of the insurance as the Chief Inspector of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Chief Inspector of Mines upon request.

In specifying the level of insurance required, the Chief Inspector of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the lessee may or may not respond to any loss, damage or liability.

SECOND SCHEDULE

1. The Lessee must ensure that all terminal faces are formed (as part of mining) to a gradient not steeper than 1 vertical to 3 horizontal (18.4°) to blend with the local topography and drainage system.
2. The Lessee must ensure that topsoil is removed and stockpiled prior to carrying out any mining activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
3. The Lessee must ensure that (subject to practical limitations imposed by the current and future mining operations and seasonal conditions) all land disturbed by mining is progressively rehabilitated progressively re-spread with topsoil and re-vegetated to prevent soil erosion to the satisfaction of the Chief Inspector of Mines.
4. The Lessee must notify the Chief Inspector of Mines as soon as practical if any of the following significant incidents occur within the tenement area:
 - Any fires caused by mining operations;
 - Any unauthorised entry to site by member of the public, or breach of security measures;
 - Any fatality or injury to an employee, contractor or member of the public caused by mining operations (including by truck movements).
5. The Lessee must operate in a manner that will minimise the spread of weeds and plant pathogens and ensure that all employees and contractors on-site are fully aware of this requirement.
6. The Lessee must ensure that dust from the operation be effectively controlled and managed.

EXECUTED

this

5th

day of

February

2008

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority


signature

Name: HELEN TYRTEOS
Title: MINING REGISTRAR



**SIGNED SEALED AND DELIVERED BY
THE LESSEE/S**

this

31st

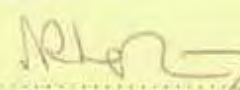
day of

JANUARY

2008

the Common seal of Oxiana Prominent Hill Operations Pty Ltd ACN 091 546 691
was hereto affixed by


DIRECTOR/SECRETARY


DIRECTOR



INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$81.00

MINING LEASE

Extractive Minerals Lease Number 6285

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian *Mining Act 1971* ("the Act") and the Regulations hereby leases to **Oxiana Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Lessee") of **Level 9, 31 Queen Street, MELBOURNE** in the State of Victoria all those lands containing **1.8 hectares** or thereabouts and situate in **Block 1269 OH (Cooper Pedy) Mount Penrhyn Station** in the State of South Australia more particularly described and delineated on the plan annexed hereto and marked 'A' ("the land") and being mineral lands within the meaning of the Act.
2. The Lessee together with his servants and agents shall have the following rights and liberties during the continuance of this lease, namely:
 - (1) to conduct mining operations and obtain for the Lessee's own use and benefit the minerals as specified in the First Schedule hereto, in the manner described in the Second Schedule
 - (2) for or incidental to the purposes aforesaid to cut and construct races, drains, dams, reservoirs, roads and tramways;
 - (3) To sell and dispose of the minerals obtained, from the land in pursuance of this lease or to utilise any such minerals for any commercial or industrial purpose.
3. This lease shall be for a term of **13 years and 225 days** ("the term") commencing on the **twentieth day of December 2007**.
4. The Lessee shall use the land for the purposes of mining therein and thereon for minerals as specified in the First Schedule hereto, together with the rights and liberties hereinbefore granted and for no other purpose.
5. The Lessee shall pay to the Minister:-
 - (1) In advance a yearly rental fee as prescribed by the Regulations for each year during the term commencing on the **twentieth day of December** or such other date as agreed to by the Minister upon renewal; and,
 - (2) A further sum during the term, being a royalty on the minerals recovered under the Lease as provided for by the Act.
6. The Lessee hereby further covenants with the Minister as follows:
 - (1) to pay or cause to be paid to the Director of Mines ("the Director") at the offices of the Department of Primary Industries and Resources South Australia on behalf of the Minister, the rent and other sum hereby reserved at the times and in the manner hereinbefore appointed for payment thereof free and clear of all rates, taxes, impositions, outgoings and deductions whatsoever;
 - (2) to pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land;
 - (3) to maintain in position all posts, boundary indicator markers and notices required by the Regulations to be erected or placed on the land in the manner prescribed by the Act and the Regulations:

REF: T02633

RevNetID/F	id: No	EX117563048
Orig Copy	1	copies
Consideration Value	Security	0
SA Property	Application	\$ 0
SD: \$	0	LTO Fees: \$ 0
Int: \$	0	Pen/Add Tax \$ 0
Signature	DBE	Date: 8/2/08

- (4) to mine the land in a fair, orderly, skilful and workmanlike manner in accordance with the First Schedule hereto and bona fide exclusively for the purpose for which it is demised so as to effect maximum recovery of the mineral resources consistent with economic practicability;
- (5) to supply the Director, forthwith upon written request, with a copy of such records kept pursuant to Section 77 of the Act;
- (6) to make a survey of the land and cause a map or plan of such survey to be sent to the Director whenever the Director so requires, and any and every such survey shall be at the Lessee's own cost and, shall be carried out in the manner required by the regulations (whether under the Act or otherwise);
- (7) at all times to keep and preserve the mines and premises in good order, repair and condition and in such good order, repair and condition at the end or other sooner determination of the term deliver peaceable possession thereof and of all and singular the land hereby leased unto the Minister or to some officer duly authorised by him to receive possession thereof;
- (8) to furnish all returns prescribed by the Act and Regulations;
- (9) to 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 Lessee;
- (10) not to use or occupy the land or permit the same to be used or occupied otherwise than for the purpose of exercising the rights and liberties hereinbefore granted without first obtaining the written consent of the Minister;
- (11) not to assign, transfer, sublet the land, or make the land the subject of any trust or other dealing, whether directly or indirectly, for the whole or any part of the term without first obtaining the written consent of the Minister;
- (12) to observe, perform and carry out the provisions of the Act and Regulations and the provisions of any other Act or regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands;
- (13) to perform and comply with all of the conditions set out in the Second Schedule annexed hereto;
- (14) to permit the Minister or the Director or any person duly appointed by either of them at all proper and reasonable times without any interruption from the Lessee or the Lessee's agents or servants to enter into and upon the land to view and examine the mining operations conducted in pursuance of this lease and to use all reasonable means to achieve such purpose and to examine and take extracts from all books, accounts, vouchers or documents appertaining to the Lessee's mining operations in pursuance of this lease;
- (15) that the Minister, may at any time, require the Lessee to pay to any person an amount of compensation, stipulated by the Minister, to which that person is, in the opinion of the Minister, entitled in consequence of the conduct of mining operations in pursuance of this lease and the Lessee shall comply forthwith with such requirement;
- (16) that if the Lessee shall fail to comply with any covenant, conditions or proviso herein contained this lease shall be liable to forfeiture in the manner hereinafter provided;
- (17) that if the rent or royalty shall be in arrear and unpaid for more than three calendar months after the day on which the same is payable it shall be lawful for the Minister to cancel this lease and the Minister may thereupon insert a notice in the *Government Gazette* declaring this lease to be forfeited;

(18) that if the Minister has reason to believe that there has been a breach of or non-compliance with any of the covenants, conditions or provisos herein contained, other than a breach of the covenant for payment of the rent or royalty, the Minister may give or cause to be given by any duly authorised officer of the Minister, written notice to the Lessee specifying the covenants, conditions or provisos which he has reason to believe are not being complied with and notifying the Lessee that this lease will be liable to forfeiture at the expiration of one month from the date of such notice unless in the meantime such covenant, conditions or provisos are duly complied with and if at the expiration of such notice such covenants, conditions or provisos are still not being complied with by the Lessee, the Minister may cancel this lease notwithstanding that the rent or royalty payable under this lease for the period during which such breach is committed may have been paid and notwithstanding any implied waiver of such breach by the Minister and the Minister shall thereupon cause to be inserted by any duly authorised officer of the Minister a notice in the *Government Gazette* declaring this lease to be forfeited. In case of a breach of the covenant for payment of the rent or royalty the Minister may exercise the power of cancellation without giving the written notice hereinbefore mentioned:

(19) that a notice of forfeiture as hereinbefore mentioned in the last two preceding provisos so published in the *Government Gazette* shall be taken to be conclusive evidence that this lease has been legally cancelled and forfeited:

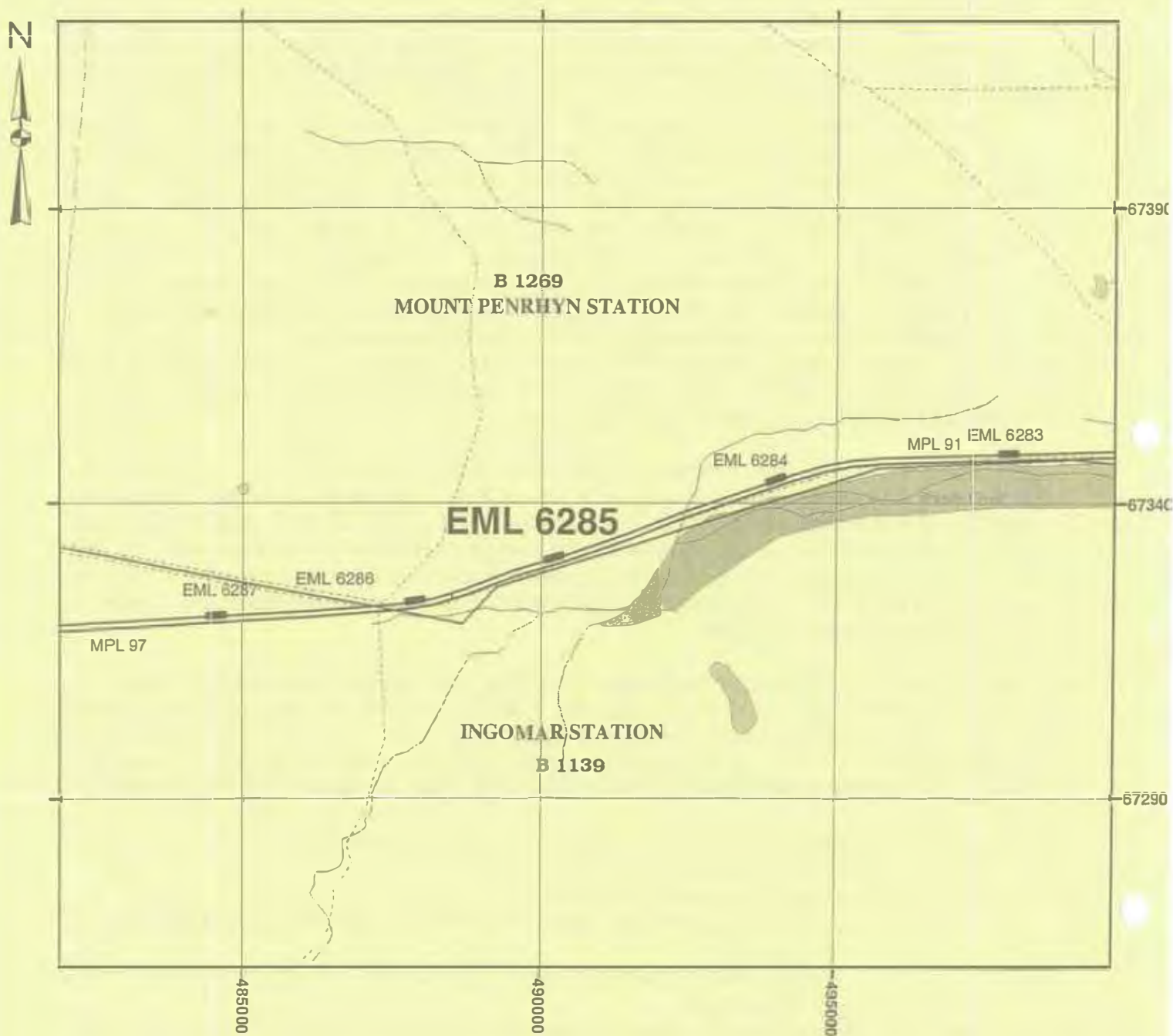
7. Any notice to be given to or demand to be made upon the Lessee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Lessee at the address of the Lessee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Lessee within three days following the day on which the envelope containing such notice or demand is posted.

8. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in these presents, 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 –

- (i) “amendment” includes an addition, excision or substitution;
- (ii) “the land” includes any part thereof;
- (iii) “the Lessee” means and includes:
 - (a) in the case of a natural person the executors, administrators and assigns of that person;
 - (b) in the case of a body corporate the successors, administrators or permitted assigns thereof;
- (iv) “the Regulations” means the Regulations under the Act in force for the time being;
- (v) “the term” includes any renewal or extension thereof.

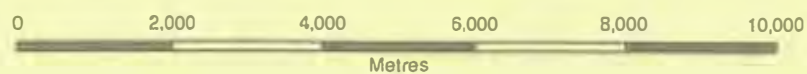
ANNEXURE 'A'

OUT OF HUNDREDS (COOBER PEDY)



SCALE

1 : 100 000



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. Mining operations authorised by this lease must be only for the recovery of gravel and sand.
2. The Lessee must keep accurate records of the quantity, value and manner of disposition of all minerals mined and, whenever required to do so, submit the records for inspection by any person authorised by the Minister.
3. The Lessee must ensure that mining operations on the land are carried out in an orderly and skilful manner in accordance with a mining and rehabilitation program (MARP) approved, from time to time, by the Minister.

The Lessee must ensure that as part of mine closure, the land disturbed by mining is rehabilitated to a post mining land use as specified in the MARP

The Lessee must not conduct any mining operations on the land until a MARP prepared in accordance with PIRSA guidelines, has been approved by the Minister.

4. The MARP must comply with the requirements of guidelines approved by the Chief Inspector of Mines and include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
5. The Lessee agrees to the approved MARP being made available for public inspection.
6. The Lessee must demonstrate upon request and to the Chief Inspector of Mines, the Lessee's capability and competence to comply with the requirements of the Mining Act, 1971, the conditions of this lease, and the MARP
7. The Lessee must provide to the Chief inspector of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the lease and compliance with the approved MARP. The MARCR must be submitted every year, within 2 months after the anniversary of the date the lease was granted, or at some other time agreed with the Chief Inspector of Mines in accordance with guidelines approved by the Chief Inspector of Mines. The Lessee agrees to the MARCR being made available for public inspection.
8. The Lessee must, if requested by the Chief Inspector of Mines, undertake an independent audit of achievement of the environmental outcomes in the MARP, by an independent expert approved by the Chief Inspector of Mines. The audit will be made available to the public, in a manner and form as determined by the Chief Inspector of Mines.
9. The Lessee must provide to PIRSA a Mine Completion Report prior to lease relinquishment, in accordance with guidelines approved by the Chief Inspector of Mines.

10. The Lessee must ensure that all employees and contractors on-site are properly advised and trained to ensure that all mining operations are carried out in accordance with the requirements of the Aboriginal Heritage Act, 1988.
11. The Lessee must, prior to commencing operations under this lease and for the duration of the lease, maintain public liability insurance to cover operations under the lease (including sudden and accidental pollution) in the name of the lessee for a sum not less than \$ 20 million or such greater sum as specified by the Chief Inspector of Mines, and make such amendments to the terms and conditions of the insurance as the Chief Inspector of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Chief Inspector of Mines upon request.

In specifying the level of insurance required, the Chief Inspector of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the lessee may or may not respond to any loss, damage or liability.

SECOND SCHEDULE

1. The Lessee must ensure that all terminal faces are formed (as part of mining) to a gradient not steeper than 1 vertical to 3 horizontal (18.4°) to blend with the local topography and drainage system.
2. The Lessee must ensure that topsoil is removed and stockpiled prior to carrying out any mining activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
3. The Lessee must ensure that (subject to practical limitations imposed by the current and future mining operations and seasonal conditions) all land disturbed by mining is progressively rehabilitated progressively re-spread with topsoil and re-vegetated to prevent soil erosion to the satisfaction of the Chief Inspector of Mines.
4. The Lessee must notify the Chief Inspector of Mines as soon as practical if any of the following significant incidents occur within the tenement area:
 - Any fires caused by mining operations;
 - Any unauthorised entry to site by member of the public, or breach of security measures;
 - Any fatality or injury to an employee, contractor or member of the public caused by mining operations (including by truck movements).
5. The Lessee must operate in a manner that will minimise the spread of weeds and plant pathogens and ensure that all employees and contractors on-site are fully aware of this requirement.
6. The Lessee must ensure that dust from the operation be effectively controlled and managed.

EXECUTED

this

5th

day of

February

2008

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority


signature



Name: **HELEN TYRTEOS**
Title: **MINING REGISTRAR**

**SIGNED SEALED AND DELIVERED BY
THE LESSEE/S**

this

31st

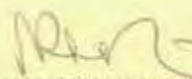
day of

JANUARY

2008

the Common seal of **Oxiana Prominent Hill Operations Pty Ltd ACN 091 546 691**
was hereto affixed by


DIRECTOR/SECRETARY


DIRECTOR



INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$81.00

MINING LEASE

Extractive Minerals Lease Number 6286

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian *Mining Act 1971* ("the Act") and the Regulations hereby leases to **Oxiana Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Lessee") of **Level 9, 31 Queen Street, MELBOURNE** in the State of Victoria all those lands containing **1.8 hectares** or thereabouts and situate in **Block 1269 OH (Coober Pedy) Mount Penrhyn Station** in the State of South Australia more particularly described and delineated on the plan annexed hereto and marked 'A' ("the land") and being mineral lands within the meaning of the Act.
2. The Lessee together with his servants and agents shall have the following rights and liberties during the continuance of this lease, namely:
 - (1) to conduct mining operations and obtain for the Lessee's own use and benefit the minerals as specified in the First Schedule hereto, in the manner described in the Second Schedule
 - (2) for or incidental to the purposes aforesaid to cut and construct races, drains, dams, reservoirs, roads and tramways;
 - (3) To sell and dispose of the minerals obtained, from the land in pursuance of this lease or to utilise any such minerals for any commercial or industrial purpose.
3. This lease shall be for a term of **13 years and 225 days** ("the term") commencing on the **twentieth day of December 2007**.
4. The Lessee shall use the land for the purposes of mining therein and thereon for minerals as specified in the First Schedule hereto, together with the rights and liberties hereinbefore granted and for no other purpose.
5. The Lessee shall pay to the Minister:-
 - (1) In advance a yearly rental fee as prescribed by the Regulations for each year during the term commencing on the **twentieth day of December** or such other date as agreed to by the Minister upon renewal; and,
 - (2) A further sum during the term, being a royalty on the minerals recovered under the Lease as provided for by the Act.
6. The Lessee hereby further covenants with the Minister as follows:
 - (1) to pay or cause to be paid to the Director of Mines ("the Director") at the offices of the Department of Primary Industries and Resources South Australia on behalf of the Minister, the rent and other sum hereby reserved at the times and in the manner hereinbefore appointed for payment thereof free and clear of all rates, taxes, impositions, outgoings and deductions whatsoever;
 - (2) to pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land;
 - (3) to maintain in position all posts, boundary indicator markers and notices required by the Regulations to be erected or placed on the land in the manner prescribed by the Act and the Regulations;

REF: T02633

Revenue SA - Stamp Duty - ABN 10 040 349 865	
RevNetID/FFA Sample No	
Orig/Copy	1 (off) With 1 copies
Consideration Value/Security	\$ 0
SA Proportion (if applicable)	\$ 0
SD: \$	0 LFO Fees: \$ 0
Int: \$	0 Pen/Add Tax: \$ 0
ABAR 2/2/08	

- (4) to mine the land in a fair, orderly, skilful and workmanlike manner in accordance with the First Schedule hereto and bona fide exclusively for the purpose for which it is demised so as to effect maximum recovery of the mineral resources consistent with economic practicability;
- (5) to supply the Director, forthwith upon written request, with a copy of such records kept pursuant to Section 77 of the Act;
- (6) to make a survey of the land and cause a map or plan of such survey to be sent to the Director whenever the Director so requires, and any and every such survey shall be at the Lessee's own cost and, shall be carried out in the manner required by the regulations (whether under the Act or otherwise);
- (7) at all times to keep and preserve the mines and premises in good order, repair and condition and in such good order, repair and condition at the end or other sooner determination of the term deliver peaceable possession thereof and of all and singular the land hereby leased unto the Minister or to some officer duly authorised by him to receive possession thereof;
- (8) to furnish all returns prescribed by the Act and Regulations;
- (9) to 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 Lessee;
- (10) not to use or occupy the land or permit the same to be used or occupied otherwise than for the purpose of exercising the rights and liberties hereinbefore granted without first obtaining the written consent of the Minister;
- (11) not to assign, transfer, sublet the land, or make the land the subject of any trust or other dealing, whether directly or indirectly, for the whole or any part of the term without first obtaining the written consent of the Minister;
- (12) to observe, perform and carry out the provisions of the Act and Regulations and the provisions of any other Act or regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands;
- (13) to perform and comply with all of the conditions set out in the Second Schedule annexed hereto;
- (14) to permit the Minister or the Director or any person duly appointed by either of them at all proper and reasonable times without any interruption from the Lessee or the Lessee's agents or servants to enter into and upon the land to view and examine the mining operations conducted in pursuance of this lease and to use all reasonable means to achieve such purpose and to examine and take extracts from all books, accounts, vouchers or documents appertaining to the Lessee's mining operations in pursuance of this lease;
- (15) that the Minister, may at any time, require the Lessee to pay to any person an amount of compensation, stipulated by the Minister, to which that person is, in the opinion of the Minister, entitled in consequence of the conduct of mining operations in pursuance of this lease and the Lessee shall comply forthwith with such requirement;
- (16) that if the Lessee shall fail to comply with any covenant, conditions or proviso herein contained this lease shall be liable to forfeiture in the manner hereinafter provided;
- (17) that if the rent or royalty shall be in arrear and unpaid for more than three calendar months after the day on which the same is payable it shall be lawful for the Minister to cancel this lease and the Minister may thereupon insert a notice in the *Government Gazette* declaring this lease to be forfeited;

(18) that if the Minister has reason to believe that there has been a breach of or non-compliance with any of the covenants, conditions or provisos herein contained, other than a breach of the covenant for payment of the rent or royalty, the Minister may give or cause to be given by any duly authorised officer of the Minister, written notice to the Lessee specifying the covenants, conditions or provisos which he has reason to believe are not being complied with and notifying the Lessee that this lease will be liable to forfeiture at the expiration of one month from the date of such notice unless in the meantime such covenant, conditions or provisos are duly complied with and if at the expiration of such notice such covenants, conditions or provisos are still not being complied with by the Lessee, the Minister may cancel this lease notwithstanding that the rent or royalty payable under this lease for the period during which such breach is committed may have been paid and notwithstanding any implied waiver of such breach by the Minister and the Minister shall thereupon cause to be inserted by any duly authorised officer of the Minister a notice in the *Government Gazette* declaring this lease to be forfeited. In case of a breach of the covenant for payment of the rent or royalty the Minister may exercise the power of cancellation without giving the written notice hereinbefore mentioned;

(19) that a notice of forfeiture as hereinbefore mentioned in the last two preceding provisos so published in the *Government Gazette* shall be taken to be conclusive evidence that this lease has been legally cancelled and forfeited:

7. Any notice to be given to or demand to be made upon the Lessee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Lessee at the address of the Lessee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Lessee within three days following the day on which the envelope containing such notice or demand is posted.

8. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in these presents, 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 –

- (i) "amendment" includes an addition, excision or substitution;
- (ii) "the land" includes any part thereof;
- (iii) "the Lessee" means and includes:
 - (a) in the case of a natural person the executors, administrators and assigns of that person;
 - (b) in the case of a body corporate the successors, administrators or permitted assigns thereof;
- (iv) "the Regulations" means the Regulations under the Act in force for the time being;
- (v) "the term" includes any renewal or extension thereof.

ANNEXURE 'A'

OUT OF HUNDREDS (COOBER PEDY)



SCALE

1 : 100 000



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. Mining operations authorised by this lease must be only for the recovery of gravel and sand.
2. The Lessee must keep accurate records of the quantity, value and manner of disposition of all minerals mined and, whenever required to do so, submit the records for inspection by any person authorised by the Minister.
3. The Lessee must ensure that mining operations on the land are carried out in an orderly and skilful manner in accordance with a mining and rehabilitation program (MARP) approved, from time to time, by the Minister.

The Lessee must ensure that as part of mine closure, the land disturbed by mining is rehabilitated to a post mining land use as specified in the MARP

The Lessee must not conduct any mining operations on the land until a MARP prepared in accordance with PIRSA guidelines, has been approved by the Minister.

4. The MARP must comply with the requirements of guidelines approved by the Chief Inspector of Mines and include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
5. The Lessee agrees to the approved MARP being made available for public inspection.
6. The Lessee must demonstrate upon request and to the Chief Inspector of Mines, the Lessee's capability and competence to comply with the requirements of the Mining Act, 1971, the conditions of this lease, and the MARP
7. The Lessee must provide to the Chief Inspector of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the lease and compliance with the approved MARP. The MARCR must be submitted every year, within 2 months after the anniversary of the date the lease was granted, or at some other time agreed with the Chief Inspector of Mines in accordance with guidelines approved by the Chief Inspector of Mines. The Lessee agrees to the MARCR being made available for public inspection.
8. The Lessee must, if requested by the Chief Inspector of Mines, undertake an independent audit of achievement of the environmental outcomes in the MARP, by an independent expert approved by the Chief Inspector of Mines. The audit will be made available to the public, in a manner and form as determined by the Chief Inspector of Mines.
9. The Lessee must provide to PIRSA a Mine Completion Report prior to lease relinquishment, in accordance with guidelines approved by the Chief Inspector of Mines.

10. The Lessee must ensure that all employees and contractors on-site are properly advised and trained to ensure that all mining operations are carried out in accordance with the requirements of the Aboriginal Heritage Act, 1988.
11. The Lessee must, prior to commencing operations under this lease and for the duration of the lease, maintain public liability insurance to cover operations under the lease (including sudden and accidental pollution) in the name of the lessee for a sum not less than \$ 20 million or such greater sum as specified by the Chief Inspector of Mines, and make such amendments to the terms and conditions of the insurance as the Chief Inspector of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Chief Inspector of Mines upon request.

In specifying the level of insurance required, the Chief Inspector of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the lessee may or may not respond to any loss, damage or liability.

SECOND SCHEDULE

1. The Lessee must ensure that all terminal faces are formed (as part of mining) to a gradient not steeper than 1 vertical to 3 horizontal (18.4°) to blend with the local topography and drainage system.
2. The Lessee must ensure that topsoil is removed and stockpiled prior to carrying out any mining activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
3. The Lessee must ensure that (subject to practical limitations imposed by the current and future mining operations and seasonal conditions) all land disturbed by mining is progressively rehabilitated progressively re-spread with topsoil and re-vegetated to prevent soil erosion to the satisfaction of the Chief Inspector of Mines.
4. The Lessee must notify the Chief Inspector of Mines as soon as practical if any of the following significant incidents occur within the tenement area:
 - Any fires caused by mining operations;
 - Any unauthorised entry to site by member of the public, or breach of security measures;
 - Any fatality or injury to an employee, contractor or member of the public caused by mining operations (including by truck movements).
5. The Lessee must operate in a manner that will minimise the spread of weeds and plant pathogens and ensure that all employees and contractors on-site are fully aware of this requirement.
6. The Lessee must ensure that dust from the operation be effectively controlled and managed.

EXECUTED

this

5th

day of

February

2008

**SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT**
under delegated authority

signature

Name: **HELEN TYRTEOS**
Title: **MINING REGISTRAR**



**SIGNED SEALED AND DELIVERED BY
THE LESSEE/S**

this

31st

day of

JANUARY

2008

the Common seal of **Oxiana Prominent Hill Operations Pty Ltd ACN 091 546 691**
was hereto affixed by

DIRECTOR/SECRETARY

DIRECTOR



INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$81.00

MINING LEASE

Extractive Minerals Lease Number 6287

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian *Mining Act 1971* ("the Act") and the Regulations hereby leases to **Oxiana Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Lessee") of **Level 9, 31 Queen Street, MELBOURNE** in the State of Victoria all those lands containing **1.8 hectares** or thereabouts and situate in **Block 1139 OH (Coober Pedy) Ingomar Station** in the State of South Australia more particularly described and delineated on the plan annexed hereto and marked 'A' ("the land") and being mineral lands within the meaning of the Act.
2. The Lessee together with his servants and agents shall have the following rights and liberties during the continuance of this lease, namely:
 - (1) to conduct mining operations and obtain for the Lessee's own use and benefit the minerals as specified in the First Schedule hereto, in the manner described in the Second Schedule
 - (2) for or incidental to the purposes aforesaid to cut and construct races, drains, dams, reservoirs, roads and tramways;
 - (3) To sell and dispose of the minerals obtained, from the land in pursuance of this lease or to utilise any such minerals for any commercial or industrial purpose.
3. This lease shall be for a term of **13 years and 225 days** ("the term") commencing on the **twentieth day of December 2007**.
4. The Lessee shall use the land for the purposes of mining therein and thereon for minerals as specified in the First Schedule hereto, together with the rights and liberties hereinbefore granted and for no other purpose.
5. The Lessee shall pay to the Minister:-
 - (1) In advance a yearly rental fee as prescribed by the Regulations for each year during the term commencing on the **twentieth day of December** or such other date as agreed to by the Minister upon renewal; and,
 - (2) A further sum during the term, being a royalty on the minerals recovered under the Lease as provided for by the Act.
6. The Lessee hereby further covenants with the Minister as follows:
 - (1) to pay or cause to be paid to the Director of Mines ("the Director") at the offices of the Department of Primary Industries and Resources South Australia on behalf of the Minister, the rent and other sum hereby reserved at the times and in the manner hereinbefore appointed for payment thereof free and clear of all rates, taxes, impositions, outgoings and deductions whatsoever,
 - (2) to pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land;
 - (3) to maintain in position all posts, boundary indicator markers and notices required by the Regulations to be erected or placed on the land in the manner prescribed by the Act and the Regulations:

REF. T02633

RevenueSA - Stamp Duty - ABN 19 040 349 865	
Revenue Ref. No.	EX 117562188
Original Copy	1 of 11 copies
Consideration Value	0
SA Property Tax	0
SD \$	0
Int \$	0
Total Tax	

(18) that if the Minister has reason to believe that there has been a breach of or non-compliance with any of the covenants, conditions or provisos herein contained, other than a breach of the covenant for payment of the rent or royalty, the Minister may give or cause to be given by any duly authorised officer of the Minister, written notice to the Lessee specifying the covenants, conditions or provisos which he has reason to believe are not being complied with and notifying the Lessee that this lease will be liable to forfeiture at the expiration of one month from the date of such notice unless in the meantime such covenant, conditions or provisos are duly complied with and if at the expiration of such notice such covenants, conditions or provisos are still not being complied with by the Lessee, the Minister may cancel this lease notwithstanding that the rent or royalty payable under this lease for the period during which such breach is committed may have been paid and notwithstanding any implied waiver of such breach by the Minister and the Minister shall thereupon cause to be inserted by any duly authorised officer of the Minister a notice in the *Government Gazette* declaring this lease to be forfeited. In case of a breach of the covenant for payment of the rent or royalty the Minister may exercise the power of cancellation without giving the written notice hereinbefore mentioned:

(19) that a notice of forfeiture as hereinbefore mentioned in the last two preceding provisos so published in the *Government Gazette* shall be taken to be conclusive evidence that this lease has been legally cancelled and forfeited:

7. Any notice to be given to or demand to be made upon the Lessee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Lessee at the address of the Lessee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Lessee within three days following the day on which the envelope containing such notice or demand is posted.
8. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in these presents, 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 –

- (i) "amendment" includes an addition, excision or substitution;
- (ii) "the land" includes any part thereof;
- (iii) "the Lessee" means and includes:
 - (a) in the case of a natural person the executors, administrators and assigns of that person;
 - (b) in the case of a body corporate the successors, administrators or permitted assigns thereof;
- (iv) "the Regulations" means the Regulations under the Act in force for the time being;
- (v) "the term" includes any renewal or extension thereof.

FIRST SCHEDULE

1. Mining operations authorised by this lease must be only for the recovery of gravel and sand.
2. The Lessee must keep accurate records of the quantity, value and manner of disposition of all minerals mined and, whenever required to do so, submit the records for inspection by any person authorised by the Minister.
3. The Lessee must ensure that mining operations on the land are carried out in an orderly and skilful manner in accordance with a mining and rehabilitation program (MARP) approved, from time to time, by the Minister.

The Lessee must ensure that as part of mine closure, the land disturbed by mining is rehabilitated to a post mining land use as specified in the MARP

The Lessee must not conduct any mining operations on the land until a MARP prepared in accordance with PIRSA guidelines, has been approved by the Minister.

4. The MARP must comply with the requirements of guidelines approved by the Chief Inspector of Mines and include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
5. The Lessee agrees to the approved MARP being made available for public inspection.
6. The Lessee must demonstrate upon request and to the Chief Inspector of Mines, the Lessee's capability and competence to comply with the requirements of the Mining Act, 1971, the conditions of this lease, and the MARP
7. The Lessee must provide to the Chief Inspector of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the lease and compliance with the approved MARP. The MARCR must be submitted every year, within 2 months after the anniversary of the date the lease was granted, or at some other time agreed with the Chief Inspector of Mines in accordance with guidelines approved by the Chief Inspector of Mines. The Lessee agrees to the MARCR being made available for public inspection.
8. The Lessee must, if requested by the Chief Inspector of Mines, undertake an independent audit of achievement of the environmental outcomes in the MARP, by an independent expert approved by the Chief Inspector of Mines. The audit will be made available to the public, in a manner and form as determined by the Chief Inspector of Mines.
9. The Lessee must provide to PIRSA a Mine Completion Report prior to lease relinquishment, in accordance with guidelines approved by the Chief Inspector of Mines.

EXECUTED

this

5th

day of

February

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority

signature

Name: **HELEN TYRTEOS**
Title: **MINING REGISTRAR**



**SIGNED SEALED AND DELIVERED BY
THE LESSEE/S**

this

31st

day of

JANUARY

2008

the Common seal of **Oxiana Prominent Hill Operations Pty Ltd ACN 091 546 691**
was hereto affixed by

DIRECTOR/SECRETARY

DIRECTOR



MINING LEASE

Extractive Minerals Lease Number 6288

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian *Mining Act 1971* ("the Act") and the Regulations hereby leases to **Oxiana Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Lessee") of **Level 9, 31 Queen Street, MELBOURNE** in the State of Victoria all those lands containing **3 hectares** or thereabouts and situate in **Block 1139 OH (Coober Pedy) Ingomar Station** in the State of South Australia more particularly described and delineated on the plan annexed hereto and marked 'A' ("the land") and being mineral lands within the meaning of the Act.
2. The Lessee together with his servants and agents shall have the following rights and liberties during the continuance of this lease, namely:
 - (1) to conduct mining operations and obtain for the Lessee's own use and benefit the minerals as specified in the First Schedule hereto, in the manner described in the Second Schedule
 - (2) for or incidental to the purposes aforesaid to cut and construct races, drains, dams, reservoirs, roads and tramways;
 - (3) To sell and dispose of the minerals obtained, from the land in pursuance of this lease or to utilise any such minerals for any commercial or industrial purpose.
3. This lease shall be for a term of **13 years and 225 days** ("the term") commencing on the **twentieth day of December 2007**.
4. The Lessee shall use the land for the purposes of mining therein and thereon for minerals as specified in the First Schedule hereto, together with the rights and liberties hereinbefore granted and for no other purpose.
5. The Lessee shall pay to the Minister:-
 - (1) In advance a yearly rental fee as prescribed by the Regulations for each year during the term commencing on the **twentieth day of December** or such other date as agreed to by the Minister upon renewal; and,
 - (2) A further sum during the term, being a royalty on the minerals recovered under the Lease as provided for by the Act.
6. The Lessee hereby further covenants with the Minister as follows:
 - (1) to pay or cause to be paid to the Director of Mines ("the Director") at the offices of the Department of Primary Industries and Resources South Australia on behalf of the Minister, the rent and other sum hereby reserved at the times and in the manner hereinbefore appointed for payment thereof free and clear of all rates, taxes, impositions, outgoings and deductions whatsoever;
 - (2) to pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land;
 - (3) to maintain in position all posts, boundary indicator markers and notices required by the Regulations to be erected or placed on the land in the manner prescribed by the Act and the Regulations:

REF: T02633

RevNetID/PR	Stamp No	Stamp No	Stamp No
RevNetID/PR	Stamp No	Stamp No	Stamp No
Orig Cbpy	1	1	1
Consideration	1	1	1
SA Proport or	1	1	1
SD, \$	0	0	0
TO Fees	0	0	0

(18) that if the Minister has reason to believe that there has been a breach of or non-compliance with any of the covenants, conditions or provisos herein contained, other than a breach of the covenant for payment of the rent or royalty, the Minister may give or cause to be given by any duly authorised officer of the Minister, written notice to the Lessee specifying the covenants, conditions or provisos which he has reason to believe are not being complied with and notifying the Lessee that this lease will be liable to forfeiture at the expiration of one month from the date of such notice unless in the meantime such covenant, conditions or provisos are duly complied with and if at the expiration of such notice such covenants, conditions or provisos are still not being complied with by the Lessee, the Minister may cancel this lease notwithstanding that the rent or royalty payable under this lease for the period during which such breach is committed may have been paid and notwithstanding any implied waiver of such breach by the Minister and the Minister shall thereupon cause to be inserted by any duly authorised officer of the Minister a notice in the *Government Gazette* declaring this lease to be forfeited. In case of a breach of the covenant for payment of the rent or royalty the Minister may exercise the power of cancellation without giving the written notice hereinbefore mentioned:

(19) that a notice of forfeiture as hereinbefore mentioned in the last two preceding provisos so published in the *Government Gazette* shall be taken to be conclusive evidence that this lease has been legally cancelled and forfeited:

7. Any notice to be given to or demand to be made upon the Lessee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Lessee at the address of the Lessee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Lessee within three days following the day on which the envelope containing such notice or demand is posted.

8. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in these presents, 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 –

(i) "amendment" includes an addition, excision or substitution;

(ii) "the land" includes any part thereof;

(iii) "the Lessee" means and includes:

(a) in the case of a natural person the executors, administrators and assigns of that person;

(b) in the case of a body corporate the successors, administrators or permitted assigns thereof;

(iv) "the Regulations" means the Regulations under the Act in force for the time being;

(v) "the term" includes any renewal or extension thereof.

FIRST SCHEDULE

1. Mining operations authorised by this lease must be only for the recovery of gravel and sand.
2. The Lessee must keep accurate records of the quantity, value and manner of disposition of all minerals mined and, whenever required to do so, submit the records for inspection by any person authorised by the Minister.
3. The Lessee must ensure that mining operations on the land are carried out in an orderly and skilful manner in accordance with a mining and rehabilitation program (MARF) approved, from time to time, by the Minister.

The Lessee must ensure that as part of mine closure, the land disturbed by mining is rehabilitated to a post mining land use as specified in the MARF

The Lessee must not conduct any mining operations on the land until a MARF prepared in accordance with PIRSA guidelines, has been approved by the Minister.

4. The MARF must comply with the requirements of guidelines approved by the Chief Inspector of Mines and include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
5. The Lessee agrees to the approved MARF being made available for public inspection.
6. The Lessee must demonstrate upon request and to the Chief Inspector of Mines, the Lessee's capability and competence to comply with the requirements of the Mining Act, 1971, the conditions of this lease, and the MARF
7. The Lessee must provide to the Chief Inspector of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the lease and compliance with the approved MARF. The MARCR must be submitted every year, within 2 months after the anniversary of the date the lease was granted, or at some other time agreed with the Chief Inspector of Mines in accordance with guidelines approved by the Chief Inspector of Mines. The Lessee agrees to the MARCR being made available for public inspection.
8. The Lessee must, if requested by the Chief Inspector of Mines, undertake an independent audit of achievement of the environmental outcomes in the MARF, by an independent expert approved by the Chief Inspector of Mines. The audit will be made available to the public, in a manner and form as determined by the Chief Inspector of Mines.
9. The Lessee must provide to PIRSA a Mine Completion Report prior to lease relinquishment, in accordance with guidelines approved by the Chief Inspector of Mines.

EXECUTED

this

5th

day of

February

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority


signature

Name: HELEN TYRTEOS
Title: MINING REGISTRAR



**SIGNED SEALED AND DELIVERED BY
THE LESSEE/S**

this

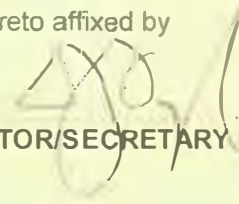
31st

day of

JANUARY

2008

the Common seal of Oxiana Prominent Hill Operations Pty Ltd ACN 091 546 691
was hereto affixed by


DIRECTOR/SECRETARY



MINING LEASE

Extractive Minerals Lease Number 6289

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian *Mining Act 1971* ("the Act") and the Regulations hereby leases to **Oxiana Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Lessee") of **Level 9, 31 Queen Street, MELBOURNE** in the state of Victoria all those lands containing **3 hectares or thereabouts** and situate in **Block 1139 OH (Coober Pedy) Ingomar Station** in the State of South Australia more particularly described and delineated on the plan annexed hereto and marked 'A' ("the land") and being mineral lands within the meaning of the Act.
2. The Lessee together with his servants and agents shall have the following rights and liberties during the continuance of this lease, namely:
 - (1) to conduct mining operations and obtain for the Lessee's own use and benefit the minerals as specified in the First Schedule hereto, in the manner described in the Second Schedule
 - (2) for or incidental to the purposes aforesaid to cut and construct races, drains, dams, reservoirs, roads and tramways;
 - (3) To sell and dispose of the minerals obtained, from the land in pursuance of this lease or to utilise any such minerals for any commercial or industrial purpose.
3. This lease shall be for a term of **13 years and 225 days** ("the term") commencing on the **twentieth day of December 2007**.
4. The Lessee shall use the land for the purposes of mining therein and thereon for minerals as specified in the First Schedule hereto, together with the rights and liberties hereinbefore granted and for no other purpose.
5. The Lessee shall pay to the Minister:-
 - (1) In advance a yearly rental fee as prescribed by the Regulations for each year during the term commencing on the **twentieth day of December** or such other date as agreed to by the Minister upon renewal; and,
 - (2) A further sum during the term, being a royalty on the minerals recovered under the Lease as provided for by the Act.
6. The Lessee hereby further covenants with the Minister as follows:
 - (1) to pay or cause to be paid to the Director of Mines ("the Director") at the offices of the Department of Primary Industries and Resources South Australia on behalf of the Minister, the rent and other sum hereby reserved at the times and in the manner hereinbefore appointed for payment thereof free and clear of all rates, taxes, impositions, outgoings and deductions whatsoever;
 - (2) to pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land;
 - (3) to maintain in position all posts, boundary indicator markers and notices required by the Regulations to be erected or placed on the land in the manner prescribed by the Act and the Regulations:

REF: T02633

Revenue	11756	2366	805
RevNet/100	1	1	1
Orig/Copy	1	1	1
Consideration/Value Security	0	0	0
SA Proportion (if applicable)	0	0	0
SD \$	0	LTO Fees	0
Int. \$	0	Pen/Add Tax	0
Signature	Jade		Date 8/2/08

- (4) to mine the land in a fair, orderly, skilful and workmanlike manner in accordance with the First Schedule hereto and bona fide exclusively for the purpose for which it is demised so as to effect maximum recovery of the mineral resources consistent with economic practicability:
- (5) to supply the Director, forthwith upon written request, with a copy of such records kept pursuant to Section 77 of the Act:
- (6) to make a survey of the land and cause a map or plan of such survey to be sent to the Director whenever the Director so requires, and any and every such survey shall be at the Lessee's own cost and, shall be carried out in the manner required by the regulations (whether under the Act or otherwise):
- (7) at all times to keep and preserve the mines and premises in good order, repair and condition and in such good order, repair and condition at the end or other sooner determination of the term deliver peaceable possession thereof and of all and singular the land hereby leased unto the Minister or to some officer duly authorised by him to receive possession thereof:
- (8) to furnish all returns prescribed by the Act and Regulations:
- (9) to 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 Lessee:
- (10) not to use or occupy the land or permit the same to be used or occupied otherwise than for the purpose of exercising the rights and liberties hereinbefore granted without first obtaining the written consent of the Minister:
- (11) not to assign, transfer, sublet the land, or make the land the subject of any trust or other dealing, whether directly or indirectly, for the whole or any part of the term without first obtaining the written consent of the Minister:
- (12) to observe, perform and carry out the provisions of the Act and Regulations and the provisions of any other Act or regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands.
- (13) to perform and comply with all of the conditions set out in the Second Schedule annexed hereto:
- (14) to permit the Minister or the Director or any person duly appointed by either of them at all proper and reasonable times without any interruption from the Lessee or the Lessee's agents or servants to enter into and upon the land to view and examine the mining operations conducted in pursuance of this lease and to use all reasonable means to achieve such purpose and to examine and take extracts from all books, accounts, vouchers or documents appertaining to the Lessee's mining operations in pursuance of this lease:
- (15) that the Minister, may at any time, require the Lessee to pay to any person an amount of compensation, stipulated by the Minister, to which that person is, in the opinion of the Minister, entitled in consequence of the conduct of mining operations in pursuance of this lease and the Lessee shall comply forthwith with such requirement:
- (16) that if the Lessee shall fail to comply with any covenant, conditions or proviso herein contained this lease shall be liable to forfeiture in the manner hereinafter provided:
- (17) that if the rent or royalty shall be in arrear and unpaid for more than three calendar months after the day on which the same is payable it shall be lawful for the Minister to cancel this lease and the Minister may thereupon insert a notice in the *Government Gazette* declaring this lease to be forfeited:

(18) that if the Minister has reason to believe that there has been a breach of or non-compliance with any of the covenants, conditions or provisos herein contained, other than a breach of the covenant for payment of the rent or royalty, the Minister may give or cause to be given by any duly authorised officer of the Minister, written notice to the Lessee specifying the covenants, conditions or provisos which he has reason to believe are not being complied with and notifying the Lessee that this lease will be liable to forfeiture at the expiration of one month from the date of such notice unless in the meantime such covenant, conditions or provisos are duly complied with and if at the expiration of such notice such covenants, conditions or provisos are still not being complied with by the Lessee, the Minister may cancel this lease notwithstanding that the rent or royalty payable under this lease for the period during which such breach is committed may have been paid and notwithstanding any implied waiver of such breach by the Minister and the Minister shall thereupon cause to be inserted by any duly authorised officer of the Minister a notice in the *Government Gazette* declaring this lease to be forfeited. In case of a breach of the covenant for payment of the rent or royalty the Minister may exercise the power of cancellation without giving the written notice hereinbefore mentioned:

(19) that a notice of forfeiture as hereinbefore mentioned in the last two preceding provisos so published in the *Government Gazette* shall be taken to be conclusive evidence that this lease has been legally cancelled and forfeited:

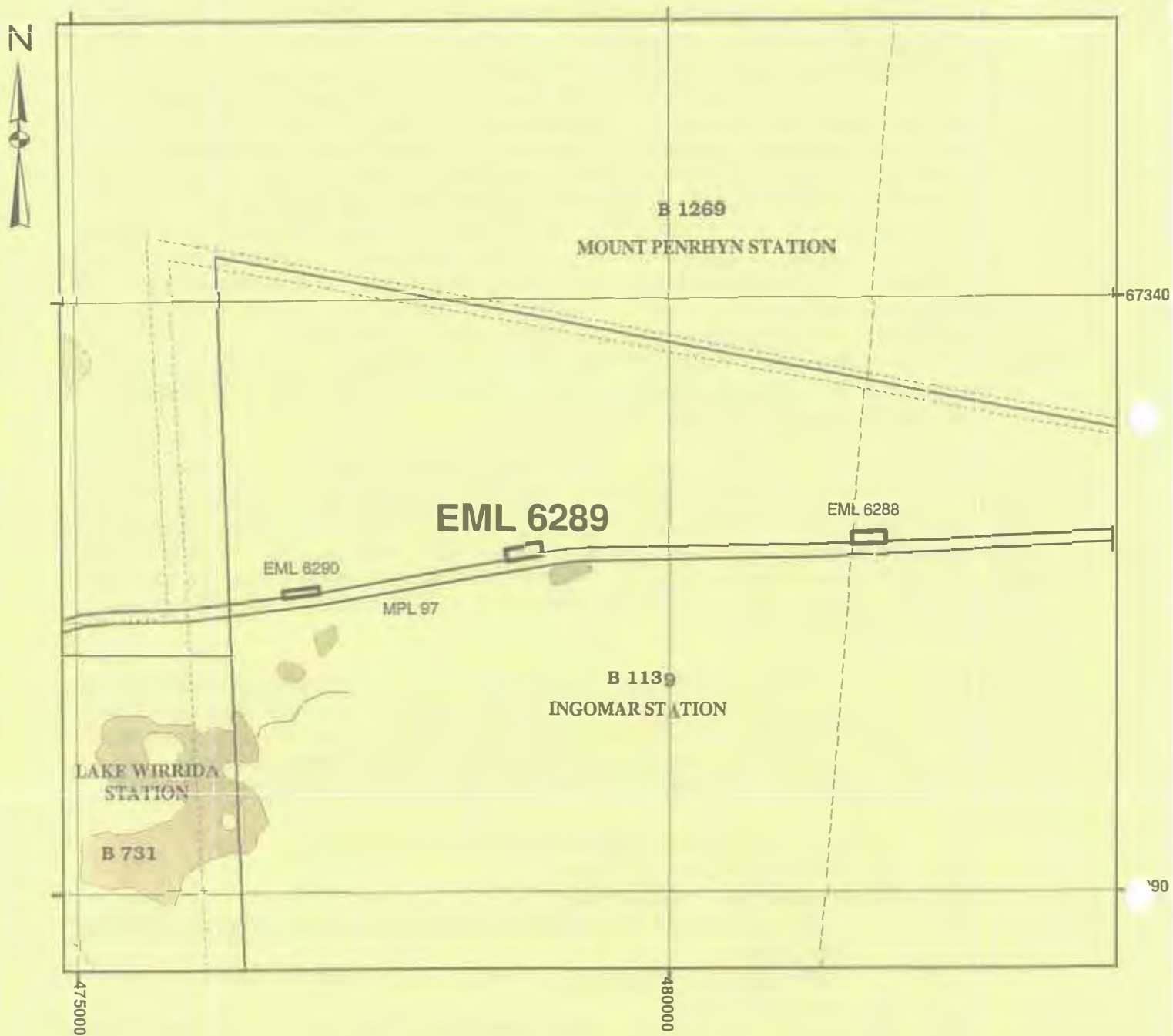
7. Any notice to be given to or demand to be made upon the Lessee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Lessee at the address of the Lessee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Lessee within three days following the day on which the envelope containing such notice or demand is posted.

8. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in these presents, 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 =

- (i) "amendment" includes an addition, excision or substitution;
- (ii) "the land" includes any part thereof;
- (iii) "the Lessee" means and includes:
 - (a) in the case of a natural person the executors, administrators and assigns of that person;
 - (b) in the case of a body corporate the successors, administrators or permitted assigns thereof;
- (iv) "the Regulations" means the Regulations under the Act in force for the time being;
- (v) "the term" includes any renewal or extension thereof.

ANNEXURE 'A'

OUT OF HUNDREDS (COOBER PEDY)



SCALE

1 : 50 000



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. Mining operations authorised by this lease must be only for the recovery of gravel and sand.
2. The Lessee must keep accurate records of the quantity, value and manner of disposition of all minerals mined and, whenever required to do so, submit the records for inspection by any person authorised by the Minister.
3. The Lessee must ensure that mining operations on the land are carried out in an orderly and skilful manner in accordance with a mining and rehabilitation program (MARP) approved, from time to time, by the Minister.

The Lessee must ensure that as part of mine closure, the land disturbed by mining is rehabilitated to a post mining land use as specified in the MARP

The Lessee must not conduct any mining operations on the land until a MARP prepared in accordance with PIRSA guidelines, has been approved by the Minister.

4. The MARP must comply with the requirements of guidelines approved by the Chief Inspector of Mines and include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
5. The Lessee agrees to the approved MARP being made available for public inspection.
6. The Lessee must demonstrate upon request and to the Chief Inspector of Mines, the Lessee's capability and competence to comply with the requirements of the Mining Act, 1971, the conditions of this lease, and the MARP
7. The Lessee must provide to the Chief Inspector of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the lease and compliance with the approved MARP. The MARCR must be submitted every year, within 2 months after the anniversary of the date the lease was granted, or at some other time agreed with the Chief Inspector of Mines in accordance with guidelines approved by the Chief Inspector of Mines. The Lessee agrees to the MARCR being made available for public inspection.
8. The Lessee must, if requested by the Chief Inspector of Mines, undertake an independent audit of achievement of the environmental outcomes in the MARP, by an independent expert approved by the Chief Inspector of Mines. The audit will be made available to the public, in a manner and form as determined by the Chief Inspector of Mines.
9. The Lessee must provide to PIRSA a Mine Completion Report prior to lease relinquishment, in accordance with guidelines approved by the Chief Inspector of Mines.

10. The Lessee must ensure that all employees and contractors on-site are properly advised and trained to ensure that all mining operations are carried out in accordance with the requirements of the Aboriginal Heritage Act, 1988.
11. The Lessee must, prior to commencing operations under this lease and for the duration of the lease, maintain public liability insurance to cover operations under the lease (including sudden and accidental pollution) in the name of the lessee for a sum not less than \$ 20 million or such greater sum as specified by the Chief Inspector of Mines, and make such amendments to the terms and conditions of the insurance as the Chief Inspector of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Chief Inspector of Mines upon request.

In specifying the level of insurance required, the Chief Inspector of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the lessee may or may not respond to any loss, damage or liability.

SECOND SCHEDULE

1. The Lessee must ensure that all terminal faces are formed (as part of mining) to a gradient not steeper than 1 vertical to 3 horizontal (18.4°) to blend with the local topography and drainage system.
2. The Lessee must ensure that topsoil is removed and stockpiled prior to carrying out any mining activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
3. The Lessee must ensure that (subject to practical limitations imposed by the current and future mining operations and seasonal conditions) all land disturbed by mining is progressively rehabilitated progressively re-spread with topsoil and re-vegetated to prevent soil erosion to the satisfaction of the Chief Inspector of Mines.
4. The Lessee must notify the Chief Inspector of Mines as soon as practical if any of the following significant incidents occur within the tenement area:
 - Any fires caused by mining operations;
 - Any unauthorised entry to site by member of the public, or breach of security measures;
 - Any fatality or injury to an employee, contractor or member of the public caused by mining operations (including by truck movements).
5. The Lessee must operate in a manner that will minimise the spread of weeds and plant pathogens and ensure that all employees and contractors on-site are fully aware of this requirement.
6. The Lessee must ensure that dust from the operation be effectively controlled and managed.

EXECUTED

this

5th

day of

February

2008

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority


signature



Name: **HELEN TYRTEOS**
Title: **MINING REGISTRAR**

**SIGNED SEALED AND DELIVERED BY
THE LESSEE/S**

this

31st

day of

JANUARY

2008

the Common seal of **Oxiana Prominent Hill Operations Pty Ltd ACN 091 546 691**
was hereto affixed by


.....
DIRECTOR/SECRETARY



INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$93.75

MINING LEASE

Extractive Minerals Lease Number 6290

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian *Mining Act 1971* ("the Act") and the Regulations hereby leases to **Oxiana Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Lessee") of **Level 9, 31 Queen Street, MELBOURNE** in the State of Victoria all those lands containing **1.8 hectares** or thereabouts and situate in **Block 1139 OH (Coober Pedy) Ingomar Station** in the State of South Australia more particularly described and delineated on the plan annexed hereto and marked 'A' ("the land") and being mineral lands within the meaning of the Act.
2. The Lessee together with his servants and agents shall have the following rights and liberties during the continuance of this lease, namely:
 - (1) to conduct mining operations and obtain for the Lessee's own use and benefit the minerals as specified in the First Schedule hereto, in the manner described in the Second Schedule
 - (2) for or incidental to the purposes aforesaid to cut and construct races, drains, dams, reservoirs, roads and tramways;
 - (3) To sell and dispose of the minerals obtained, from the land in pursuance of this lease or to utilise any such minerals for any commercial or industrial purpose.
3. This lease shall be for a term of **13 years and 225 days** ("the term") commencing on the **twentieth day of December 2007**.
4. The Lessee shall use the land for the purposes of mining therein and thereon for minerals as specified in the First Schedule hereto, together with the rights and liberties hereinbefore granted and for no other purpose.
5. The Lessee shall pay to the Minister:-
 - (1) In advance a yearly rental fee as prescribed by the Regulations for each year during the term commencing on the **twentieth day of December** or such other date as agreed to by the Minister upon renewal; and,
 - (2) A further sum during the term, being a royalty on the minerals recovered under the Lease as provided for by the Act.
6. The Lessee hereby further covenants with the Minister as follows:
 - (1) to pay or cause to be paid to the Director of Mines ("the Director") at the offices of the Department of Primary Industries and Resources South Australia on behalf of the Minister, the rent and other sum hereby reserved at the times and in the manner hereinbefore appointed for payment thereof free and clear of all rates, taxes, impositions, outgoings and deductions whatsoever;
 - (2) to pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land;
 - (3) to maintain in position all posts, boundary indicator markers and notices required by the Regulations to be erected or placed on the land in the manner prescribed by the Act and the Regulations:

REF: T02633

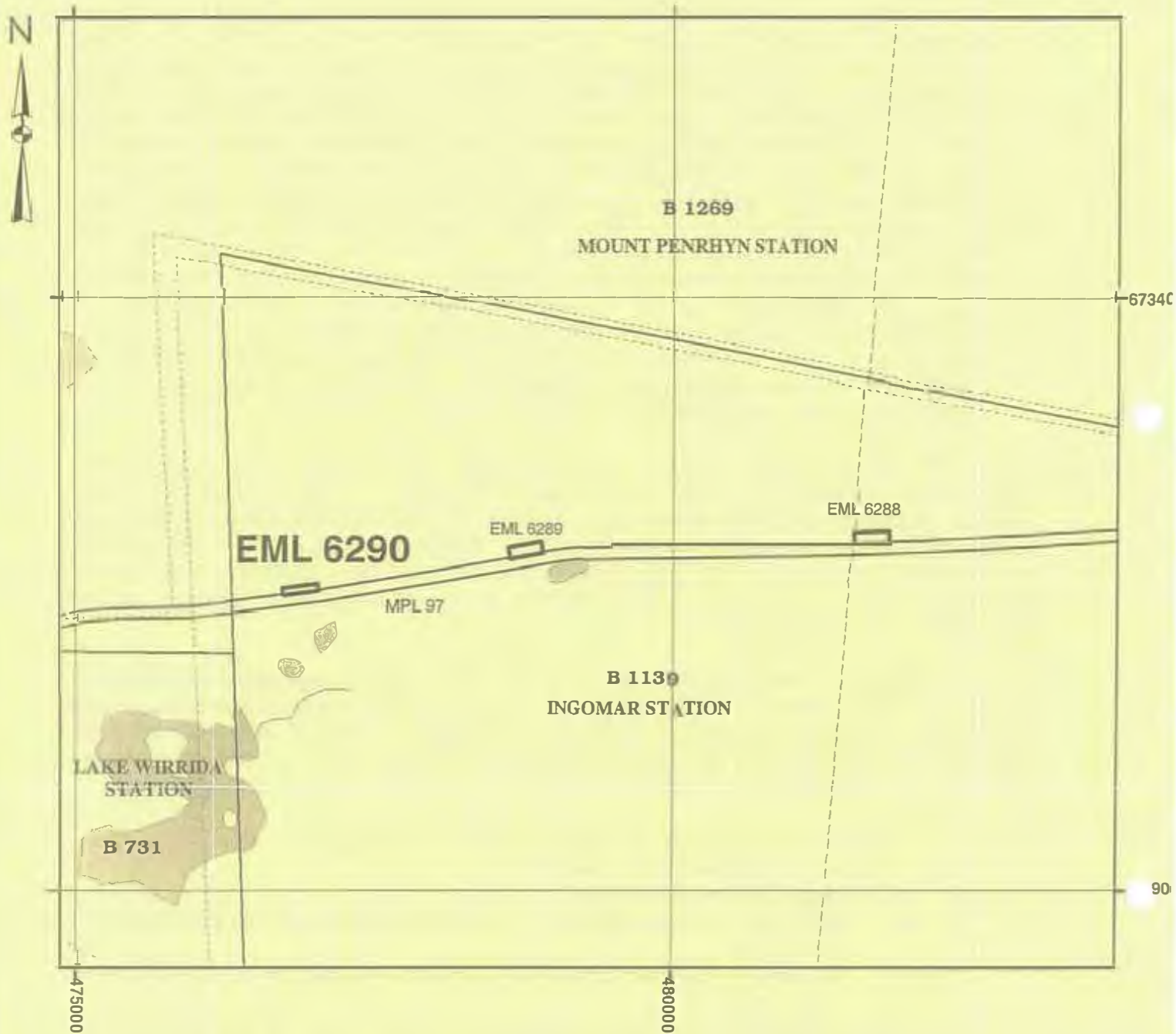
Revenue	Stamp Duty	ATM 19 040 449 865
RevNe ID PR	Module No	EX 117563480
Orig Copy	1 of 1 with	1 copies
Consideration/Value/Security	\$	0
SA Proportion (if applicable)	\$	0
SD: \$	0	110 Fees: 0
Int: \$	0	Pen/Add Tax: 0
Stamp	Stamp	8 2 00

- (4) to mine the land in a fair, orderly, skilful and workmanlike manner in accordance with the First Schedule hereto and bona fide exclusively for the purpose for which it is demised so as to effect maximum recovery of the mineral resources consistent with economic practicability:
- (5) to supply the Director, forthwith upon written request, with a copy of such records kept pursuant to Section 77 of the Act:
- (6) to make a survey of the land and cause a map or plan of such survey to be sent to the Director whenever the Director so requires, and any and every such survey shall be at the Lessee's own cost and, shall be carried out in the manner required by the regulations (whether under the Act or otherwise):
- (7) at all times to keep and preserve the mines and premises in good order, repair and condition and in such good order, repair and condition at the end or other sooner determination of the term deliver peaceable possession thereof and of all and singular the land hereby leased unto the Minister or to some officer duly authorised by him to receive possession thereof:
- (8) to furnish all returns prescribed by the Act and Regulations:
- (9) to 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 Lessee:
- (10) not to use or occupy the land or permit the same to be used or occupied otherwise than for the purpose of exercising the rights and liberties hereinbefore granted without first obtaining the written consent of the Minister:
- (11) not to assign, transfer, sublet the land, or make the land the subject of any trust or other dealing, whether directly or indirectly, for the whole or any part of the term without first obtaining the written consent of the Minister:
- (12) to observe, perform and carry out the provisions of the Act and Regulations and the provisions of any other Act or regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
- (13) to perform and comply with all of the conditions set out in the Second Schedule annexed hereto:
- (14) to permit the Minister or the Director or any person duly appointed by either of them at all proper and reasonable times without any interruption from the Lessee or the Lessee's agents or servants to enter into and upon the land to view and examine the mining operations conducted in pursuance of this lease and to use all reasonable means to achieve such purpose and to examine and take extracts from all books, accounts, vouchers or documents appertaining to the Lessee's mining operations in pursuance of this lease:
- (15) that the Minister, may at any time, require the Lessee to pay to any person an amount of compensation, stipulated by the Minister, to which that person is, in the opinion of the Minister, entitled in consequence of the conduct of mining operations in pursuance of this lease and the Lessee shall comply forthwith with such requirement:
- (16) that if the Lessee shall fail to comply with any covenant, conditions or proviso herein contained this lease shall be liable to forfeiture in the manner hereinafter provided:
- (17) that if the rent or royalty shall be in arrear and unpaid for more than three calendar months after the day on which the same is payable it shall be lawful for the Minister to cancel this lease and the Minister may thereupon insert a notice in the *Government Gazette* declaring this lease to be forfeited:

- (18) that if the Minister has reason to believe that there has been a breach of or non-compliance with any of the covenants, conditions or provisos herein contained, other than a breach of the covenant for payment of the rent or royalty, the Minister may give or cause to be given by any duly authorised officer of the Minister, written notice to the Lessee specifying the covenants, conditions or provisos which he has reason to believe are not being complied with and notifying the Lessee that this lease will be liable to forfeiture at the expiration of one month from the date of such notice unless in the meantime such covenant, conditions or provisos are duly complied with and if at the expiration of such notice such covenants, conditions or provisos are still not being complied with by the Lessee, the Minister may cancel this lease notwithstanding that the rent or royalty payable under this lease for the period during which such breach is committed may have been paid and notwithstanding any implied waiver of such breach by the Minister and the Minister shall thereupon cause to be inserted by any duly authorised officer of the Minister a notice in the *Government Gazette* declaring this lease to be forfeited. In case of a breach of the covenant for payment of the rent or royalty the Minister may exercise the power of cancellation without giving the written notice hereinbefore mentioned:
- (19) that a notice of forfeiture as hereinbefore mentioned in the last two preceding provisos so published in the *Government Gazette* shall be taken to be conclusive evidence that this lease has been legally cancelled and forfeited:
7. Any notice to be given to or demand to be made upon the Lessee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Lessee at the address of the Lessee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Lessee within three days following the day on which the envelope containing such notice or demand is posted.
8. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in these presents, 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 –
- (i) "amendment" includes an addition, excision or substitution;
 - (ii) "the land" includes any part thereof;
 - (iii) "the Lessee" means and includes:
 - (a) in the case of a natural person the executors, administrators and assigns of that person;
 - (b) in the case of a body corporate the successors, administrators or permitted assigns thereof;
 - (iv) "the Regulations" means the Regulations under the Act in force for the time being;
 - (v) "the term" includes any renewal or extension thereof.

ANNEXURE 'A'

OUT OF HUNDREDS (COOBER PEDY)



SCALE

1 : 50 000



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. Mining operations authorised by this lease must be only for the recovery of gravel and sand.
2. The Lessee must keep accurate records of the quantity, value and manner of disposition of all minerals mined and, whenever required to do so, submit the records for inspection by any person authorised by the Minister.
3. The Lessee must ensure that mining operations on the land are carried out in an orderly and skilful manner in accordance with a mining and rehabilitation program (MARP) approved, from time to time, by the Minister.

The Lessee must ensure that as part of mine closure, the land disturbed by mining is rehabilitated to a post mining land use as specified in the MARP

The Lessee must not conduct any mining operations on the land until a MARP prepared in accordance with PIRSA guidelines, has been approved by the Minister.

4. The MARP must comply with the requirements of guidelines approved by the Chief Inspector of Mines and include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
5. The Lessee agrees to the approved MARP being made available for public inspection.
6. The Lessee must demonstrate upon request and to the Chief Inspector of Mines, the Lessee's capability and competence to comply with the requirements of the Mining Act, 1971, the conditions of this lease, and the MARP
7. The Lessee must provide to the Chief Inspector of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the lease and compliance with the approved MARP. The MARCR must be submitted every year, within 2 months after the anniversary of the date the lease was granted, or at some other time agreed with the Chief Inspector of Mines in accordance with guidelines approved by the Chief Inspector of Mines. The Lessee agrees to the MARCR being made available for public inspection.
8. The Lessee must, if requested by the Chief Inspector of Mines, undertake an independent audit of achievement of the environmental outcomes in the MARP, by an independent expert approved by the Chief Inspector of Mines. The audit will be made available to the public, in a manner and form as determined by the Chief Inspector of Mines.
9. The Lessee must provide to PIRSA a Mine Completion Report prior to lease relinquishment, in accordance with guidelines approved by the Chief Inspector of Mines.

10. The Lessee must ensure that all employees and contractors on-site are properly advised and trained to ensure that all mining operations are carried out in accordance with the requirements of the Aboriginal Heritage Act, 1988.
11. The Lessee must, prior to commencing operations under this lease and for the duration of the lease, maintain public liability insurance to cover operations under the lease (including sudden and accidental pollution) in the name of the lessee for a sum not less than \$ 20 million or such greater sum as specified by the Chief Inspector of Mines, and make such amendments to the terms and conditions of the insurance as the Chief Inspector of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Chief Inspector of Mines upon request.

In specifying the level of insurance required, the Chief Inspector of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the lessee may or may not respond to any loss, damage or liability.

SECOND SCHEDULE

1. The Lessee must ensure that all terminal faces are formed (as part of mining) to a gradient not steeper than 1 vertical to 3 horizontal (18.4°) to blend with the local topography and drainage system.
2. The Lessee must ensure that topsoil is removed and stockpiled prior to carrying out any mining activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
3. The Lessee must ensure that (subject to practical limitations imposed by the current and future mining operations and seasonal conditions) all land disturbed by mining is progressively rehabilitated progressively re-spread with topsoil and re-vegetated to prevent soil erosion to the satisfaction of the Chief Inspector of Mines.
4. The Lessee must notify the Chief Inspector of Mines as soon as practical if any of the following significant incidents occur within the tenement area:
 - Any fires caused by mining operations;
 - Any unauthorised entry to site by member of the public, or breach of security measures;
 - Any fatality or injury to an employee, contractor or member of the public caused by mining operations (including by truck movements).
5. The Lessee must operate in a manner that will minimise the spread of weeds and plant pathogens and ensure that all employees and contractors on-site are fully aware of this requirement.
6. The Lessee must ensure that dust from the operation be effectively controlled and managed.

EXECUTED

this

5th

day of

February

2008

**SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority**

signature

Name: HELEN TYRTEQS
Title: MINING REGISTRAR



**SIGNED SEALED AND DELIVERED BY
THE LESSEE/S**

this

31st

day of

JANUARY

2008

the Common seal of Oxiana Prominent Hill Operations Pty Ltd ACN 091 546 691
was hereto affixed by

DIRECTOR/SECRETARY

[Handwritten signature]

DIRECTOR



INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$81.00

MINING LEASE

Extractive Minerals Lease Number 6291

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian *Mining Act 1971* ("the Act") and the Regulations hereby leases to **Oxiana Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Lessee") of **Level 9, 31 Queen Street, MELBOURNE** in the State of Victoria all those lands containing **1.8 hectares** or thereabouts and situate in **Block 1269 OH (Copper Pedy) Mount Penrhyn Station** in the State of South Australia more particularly described and delineated on the plan annexed hereto and marked 'A' ("the land") and being mineral lands within the meaning of the Act.
2. The Lessee together with his servants and agents shall have the following rights and liberties during the continuance of this lease, namely:
 - (1) to conduct mining operations and obtain for the Lessee's own use and benefit the minerals as specified in the First Schedule hereto, in the manner described in the Second Schedule
 - (2) for or incidental to the purposes aforesaid to cut and construct races, drains, dams, reservoirs, roads and tramways;
 - (3) To sell and dispose of the minerals obtained, from the land in pursuance of this lease or to utilise any such minerals for any commercial or industrial purpose.
3. This lease shall be for a term of **13 years and 225 days** ("the term") commencing on the **twentieth day of December 2007**.
4. The Lessee shall use the land for the purposes of mining therein and thereon for minerals as specified in the First Schedule hereto, together with the rights and liberties hereinbefore granted and for no other purpose.
5. The Lessee shall pay to the Minister:-
 - (1) In advance a yearly rental fee as prescribed by the Regulations for each year during the term commencing on the **twentieth day of December** or such other date as agreed to by the Minister upon renewal; and,
 - (2) A further sum during the term, being a royalty on the minerals recovered under the Lease as provided for by the Act.
6. The Lessee hereby further covenants with the Minister as follows:
 - (1) to pay or cause to be paid to the Director of Mines ("the Director") at the offices of the Department of Primary Industries and Resources South Australia on behalf of the Minister, the rent and other sum hereby reserved at the times and in the manner hereinbefore appointed for payment thereof free and clear of all rates, taxes, impositions, outgoings and deductions whatsoever;
 - (2) to pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land;
 - (3) to maintain in position all posts, boundary indicator markers and notices required by the Regulations to be erected or placed on the land in the manner prescribed by the Act and the Regulations:

REF: T02687

RevNetID/PR	Bundle No.	E-117563552
Originals	1	Copies
Consideration Value Security	\$	0
SA Proportion (Capital cable)	\$	0
SD	0	LTO Fees
Int: \$	0	Pen/Add: Tax: \$
Signature:	Jede	Date: 8/2/08

- (4) to mine the land in a fair, orderly, skilful and workmanlike manner in accordance with the First Schedule hereto and bona fide exclusively for the purpose for which it is demised so as to effect maximum recovery of the mineral resources consistent with economic practicability:
- (5) to supply the Director, forthwith upon written request, with a copy of such records kept pursuant to Section 77 of the Act:
- (6) to make a survey of the land and cause a map or plan of such survey to be sent to the Director whenever the Director so requires, and any and every such survey shall be at the Lessee's own cost and, shall be carried out in the manner required by the regulations (whether under the Act or otherwise):
- (7) at all times to keep and preserve the mines and premises in good order, repair and condition and in such good order, repair and condition at the end or other sooner determination of the term deliver peaceable possession thereof and of all and singular the land hereby leased unto the Minister or to some officer duly authorised by him to receive possession thereof:
- (8) to furnish all returns prescribed by the Act and Regulations:
- (9) to 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 Lessee:
- (10) not to use or occupy the land or permit the same to be used or occupied otherwise than for the purpose of exercising the rights and liberties hereinbefore granted without first obtaining the written consent of the Minister:
- (11) not to assign, transfer, sublet the land, or make the land the subject of any trust or other dealing, whether directly or indirectly, for the whole or any part of the term without first obtaining the written consent of the Minister:
- (12) to observe, perform and carry out the provisions of the Act and Regulations and the provisions of any other Act or regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
- (13) to perform and comply with all of the conditions set out in the Second Schedule annexed hereto:
- (14) to permit the Minister or the Director or any person duly appointed by either of them at all proper and reasonable times without any interruption from the Lessee or the Lessee's agents or servants to enter into and upon the land to view and examine the mining operations conducted in pursuance of this lease and to use all reasonable means to achieve such purpose and to examine and take extracts from all books, accounts, vouchers or documents appertaining to the Lessee's mining operations in pursuance of this lease:
- (15) that the Minister, may at any time, require the Lessee to pay to any person an amount of compensation, stipulated by the Minister, to which that person is, in the opinion of the Minister, entitled in consequence of the conduct of mining operations in pursuance of this lease and the Lessee shall comply forthwith with such requirement:
- (16) that if the Lessee shall fail to comply with any covenant, conditions or proviso herein contained this lease shall be liable to forfeiture in the manner hereinafter provided:
- (17) that if the rent or royalty shall be in arrear and unpaid for more than three calendar months after the day on which the same is payable it shall be lawful for the Minister to cancel this lease and the Minister may thereupon insert a notice in the *Government Gazette* declaring this lease to be forfeited:

(18) that if the Minister has reason to believe that there has been a breach of or non-compliance with any of the covenants, conditions or provisos herein contained, other than a breach of the covenant for payment of the rent or royalty, the Minister may give or cause to be given by any duly authorised officer of the Minister, written notice to the Lessee specifying the covenants, conditions or provisos which he has reason to believe are not being complied with and notifying the Lessee that this lease will be liable to forfeiture at the expiration of one month from the date of such notice unless in the meantime such covenant, conditions or provisos are duly complied with and if at the expiration of such notice such covenants, conditions or provisos are still not being complied with by the Lessee, the Minister may cancel this lease notwithstanding that the rent or royalty payable under this lease for the period during which such breach is committed may have been paid and notwithstanding any implied waiver of such breach by the Minister and the Minister shall thereupon cause to be inserted by any duly authorised officer of the Minister a notice in the *Government Gazette* declaring this lease to be forfeited. In case of a breach of the covenant for payment of the rent or royalty the Minister may exercise the power of cancellation without giving the written notice hereinbefore mentioned:

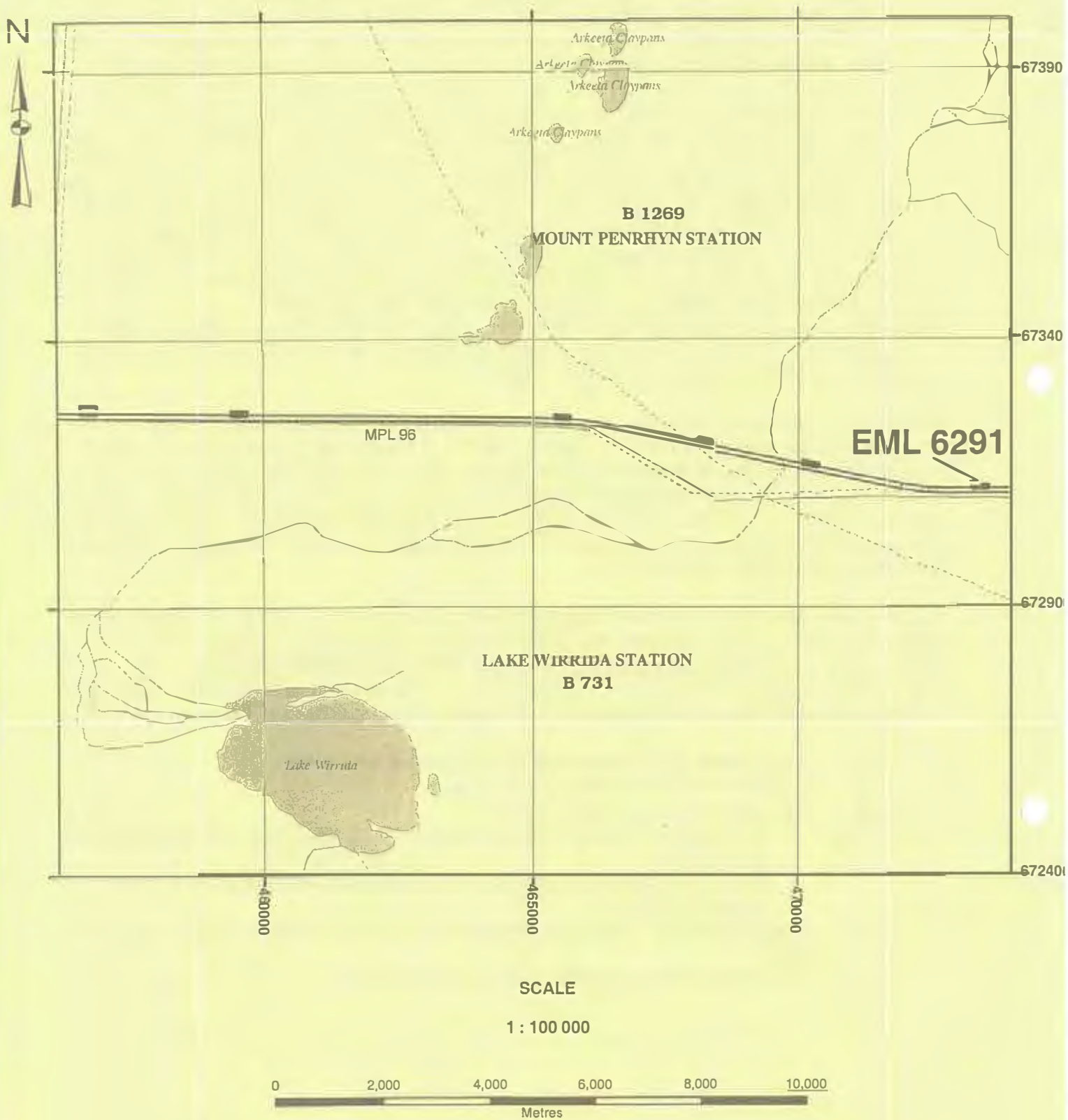
(19) that a notice of forfeiture as hereinbefore mentioned in the last two preceding provisos so published in the *Government Gazette* shall be taken to be conclusive evidence that this lease has been legally cancelled and forfeited:

7. Any notice to be given to or demand to be made upon the Lessee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Lessee at the address of the Lessee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Lessee within three days following the day on which the envelope containing such notice or demand is posted.
8. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in these presents, 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 –

- (i) “amendment” includes an addition, excision or substitution;
- (ii) “the land” includes any part thereof;
- (iii) “the Lessee” means and includes:
 - (a) in the case of a natural person the executors, administrators and assigns of that person;
 - (b) in the case of a body corporate the successors, administrators or permitted assigns thereof;
- (iv) “the Regulations” means the Regulations under the Act in force for the time being;
- (v) “the term” includes any renewal or extension thereof.

ANNEXURE 'A'

OUT OF HUNDREDS (COOBER PEDY)



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. Mining operations authorised by this lease must be only for the recovery of gravel and sand.
2. The Lessee must keep accurate records of the quantity, value and manner of disposition of all minerals mined and, whenever required to do so, submit the records for inspection by any person authorised by the Minister.
3. The Lessee must ensure that mining operations on the land are carried out in an orderly and skilful manner in accordance with a mining and rehabilitation program (MARP) approved, from time to time, by the Minister.

The Lessee must ensure that as part of mine closure, the land disturbed by mining is rehabilitated to a post mining land use as specified in the MARP

The Lessee must not conduct any mining operations on the land until a MARP prepared in accordance with PIRSA guidelines, has been approved by the Minister.

4. The MARP must comply with the requirements of guidelines approved by the Chief Inspector of Mines and include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
5. The Lessee agrees to the approved MARP being made available for public inspection.
6. The Lessee must demonstrate upon request and to the Chief Inspector of Mines, the Lessee's capability and competence to comply with the requirements of the Mining Act, 1971, the conditions of this lease, and the MARP
7. The Lessee must provide to the Chief inspector of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the lease and compliance with the approved MARP. The MARCR must be submitted every year, within 2 months after the anniversary of the date the lease was granted, or at some other time agreed with the Chief Inspector of Mines in accordance with guidelines approved by the Chief Inspector of Mines. The Lessee agrees to the MARCR being made available for public inspection.
8. The Lessee must, if requested by the Chief Inspector of Mines, undertake an independent audit of achievement of the environmental outcomes in the MARP, by an independent expert approved by the Chief Inspector of Mines. The audit will be made available to the public, in a manner and form as determined by the Chief Inspector of Mines.
9. The Lessee must provide to PIRSA a Mine Completion Report prior to lease relinquishment, in accordance with guidelines approved by the Chief Inspector of Mines.

10. The Lessee must ensure that all employees and contractors on-site are properly advised and trained to ensure that all mining operations are carried out in accordance with the requirements of the Aboriginal Heritage Act, 1988.
11. The Lessee must, prior to commencing operations under this lease and for the duration of the lease, maintain public liability insurance to cover operations under the lease (including sudden and accidental pollution) in the name of the lessee for a sum not less than \$ 20 million or such greater sum as specified by the Chief Inspector of Mines, and make such amendments to the terms and conditions of the insurance as the Chief Inspector of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Chief Inspector of Mines upon request.

In specifying the level of insurance required, the Chief Inspector of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the lessee may or may not respond to any loss, damage or liability.

SECOND SCHEDULE

1. The Lessee must ensure that all terminal faces are formed (as part of mining) to a gradient not steeper than 1 vertical to 3 horizontal (18.4°) to blend with the local topography and drainage system.
2. The Lessee must ensure that topsoil is removed and stockpiled prior to carrying out any mining activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
3. The Lessee must ensure that (subject to practical limitations imposed by the current and future mining operations and seasonal conditions) all land disturbed by mining is progressively rehabilitated progressively re-spread with topsoil and re-vegetated to prevent soil erosion to the satisfaction of the Chief Inspector of Mines.
4. The Lessee must notify the Chief Inspector of Mines as soon as practical if any of the following significant incidents occur within the tenement area:
 - Any fires caused by mining operations;
 - Any unauthorised entry to site by member of the public, or breach of security measures;
 - Any fatality or injury to an employee, contractor or member of the public caused by mining operations (including by truck movements).
5. The Lessee must operate in a manner that will minimise the spread of weeds and plant pathogens and ensure that all employees and contractors on-site are fully aware of this requirement.
6. The Lessee must ensure that dust from the operation be effectively controlled and managed.

EXECUTED

this

5th

day of

February

2008

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority


signature



Name: HELEN TYRTEOS
Title: MINING REGISTRAR

SIGNED SEALED AND DELIVERED BY
THE LESSEE/S

this

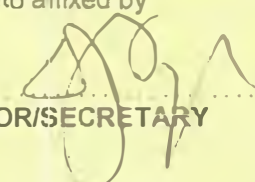
31st

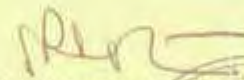
day of

JANUARY

2008

the Common seal of Oxiana Prominent Hill Operations Pty Ltd ACN 091 546 691
was hereto affixed by


DIRECTOR/SECRETARY


DIRECTOR



INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$81.00

MINING LEASE

Extractive Minerals Lease Number 6292

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian *Mining Act 1971* ("the Act") and the Regulations hereby leases to **Oxiana Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Lessee") of **Level 9, 31 Queen Street, MELBOURNE** in the State of Victoria all those lands containing **1.8 hectares** or thereabouts and situate in **Block 1269 OH (Coober Pedy) Mount Penrhyn Station** in the State of South Australia more particularly described and delineated on the plan annexed hereto and marked 'A' ("the land") and being mineral lands within the meaning of the Act.
2. The Lessee together with his servants and agents shall have the following rights and liberties during the continuance of this lease, namely:
 - (1) to conduct mining operations and obtain for the Lessee's own use and benefit the minerals as specified in the First Schedule hereto, in the manner described in the Second Schedule
 - (2) for or incidental to the purposes aforesaid to cut and construct races, drains, dams, reservoirs, roads and tramways;
 - (3) To sell and dispose of the minerals obtained, from the land in pursuance of this lease or to utilise any such minerals for any commercial or industrial purpose.
3. This lease shall be for a term of **13 years and 225 days** ("the term") commencing on the **twentieth day of December 2007**.
4. The Lessee shall use the land for the purposes of mining therein and thereon for minerals as specified in the First Schedule hereto, together with the rights and liberties hereinbefore granted and for no other purpose.
5. The Lessee shall pay to the Minister:-
 - (1) In advance a yearly rental fee as prescribed by the Regulations for each year during the term commencing on the **twentieth day of December** or such other date as agreed to by the Minister upon renewal; and,
 - (2) A further sum during the term, being a royalty on the minerals recovered under the Lease as provided for by the Act.
6. The Lessee hereby further covenants with the Minister as follows:
 - (1) to pay or cause to be paid to the Director of Mines ("the Director") at the offices of the Department of Primary Industries and Resources South Australia on behalf of the Minister, the rent and other sum hereby reserved at the times and in the manner hereinbefore appointed for payment thereof free and clear of all rates, taxes, impositions, outgoings and deductions whatsoever;
 - (2) to pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land;
 - (3) to maintain in position all posts, boundary indicator markers and notices required by the Regulations to be erected or placed on the land in the manner prescribed by the Act and the Regulations;

REF: T02687

RevenueSA - Stamp Duty	ABN 19 040 349 865
RevNetID/P2: Handle No	EX 117563633
Orig Copy	1 of 1 with 1 copies
Consideration/Value Security	\$ 0
SA Proportion (if applicable)	\$ 0
SD \$	0 LTO Fees \$ 0
Int \$	0 Per/Add Tax \$ 0
Signature	8/2/08

- (4) to mine the land in a fair, orderly, skilful and workmanlike manner in accordance with the First Schedule hereto and bona fide exclusively for the purpose for which it is demised so as to effect maximum recovery of the mineral resources consistent with economic practicability:
- (5) to supply the Director, forthwith upon written request, with a copy of such records kept pursuant to Section 77 of the Act:
- (6) to make a survey of the land and cause a map or plan of such survey to be sent to the Director whenever the Director so requires, and any and every such survey shall be at the Lessee's own cost and, shall be carried out in the manner required by the regulations (whether under the Act or otherwise):
- (7) at all times to keep and preserve the mines and premises in good order, repair and condition and in such good order, repair and condition at the end or other sooner determination of the term deliver peaceable possession thereof and of all and singular the land hereby leased unto the Minister or to some officer duly authorised by him to receive possession thereof:
- (8) to furnish all returns prescribed by the Act and Regulations:
- (9) to 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 Lessee:
- (10) not to use or occupy the land or permit the same to be used or occupied otherwise than for the purpose of exercising the rights and liberties hereinbefore granted without first obtaining the written consent of the Minister:
- (11) not to assign, transfer, sublet the land, or make the land the subject of any trust or other dealing, whether directly or indirectly, for the whole or any part of the term without first obtaining the written consent of the Minister:
- (12) to observe, perform and carry out the provisions of the Act and Regulations and the provisions of any other Act or regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
- (13) to perform and comply with all of the conditions set out in the Second Schedule annexed hereto:
- (14) to permit the Minister or the Director or any person duly appointed by either of them at all proper and reasonable times without any interruption from the Lessee or the Lessee's agents or servants to enter into and upon the land to view and examine the mining operations conducted in pursuance of this lease and to use all reasonable means to achieve such purpose and to examine and take extracts from all books, accounts, vouchers or documents appertaining to the Lessee's mining operations in pursuance of this lease:
- (15) that the Minister, may at any time, require the Lessee to pay to any person an amount of compensation, stipulated by the Minister, to which that person is, in the opinion of the Minister, entitled in consequence of the conduct of mining operations in pursuance of this lease and the Lessee shall comply forthwith with such requirement:
- (16) that if the Lessee shall fail to comply with any covenant, conditions or proviso herein contained this lease shall be liable to forfeiture in the manner hereinafter provided:
- (17) that if the rent or royalty shall be in arrear and unpaid for more than three calendar months after the day on which the same is payable it shall be lawful for the Minister to cancel this lease and the Minister may thereupon insert a notice in the *Government Gazette* declaring this lease to be forfeited:

(18) that if the Minister has reason to believe that there has been a breach of or non-compliance with any of the covenants, conditions or provisos herein contained, other than a breach of the covenant for payment of the rent or royalty, the Minister may give or cause to be given by any duly authorised officer of the Minister, written notice to the Lessee specifying the covenants, conditions or provisos which he has reason to believe are not being complied with and notifying the Lessee that this lease will be liable to forfeiture at the expiration of one month from the date of such notice unless in the meantime such covenant, conditions or provisos are duly complied with and if at the expiration of such notice such covenants, conditions or provisos are still not being complied with by the Lessee, the Minister may cancel this lease notwithstanding that the rent or royalty payable under this lease for the period during which such breach is committed may have been paid and notwithstanding any implied waiver of such breach by the Minister and the Minister shall thereupon cause to be inserted by any duly authorised officer of the Minister a notice in the *Government Gazette* declaring this lease to be forfeited. In case of a breach of the covenant for payment of the rent or royalty the Minister may exercise the power of cancellation without giving the written notice hereinbefore mentioned:

(19) that a notice of forfeiture as hereinbefore mentioned in the last two preceding provisos so published in the *Government Gazette* shall be taken to be conclusive evidence that this lease has been legally cancelled and forfeited:

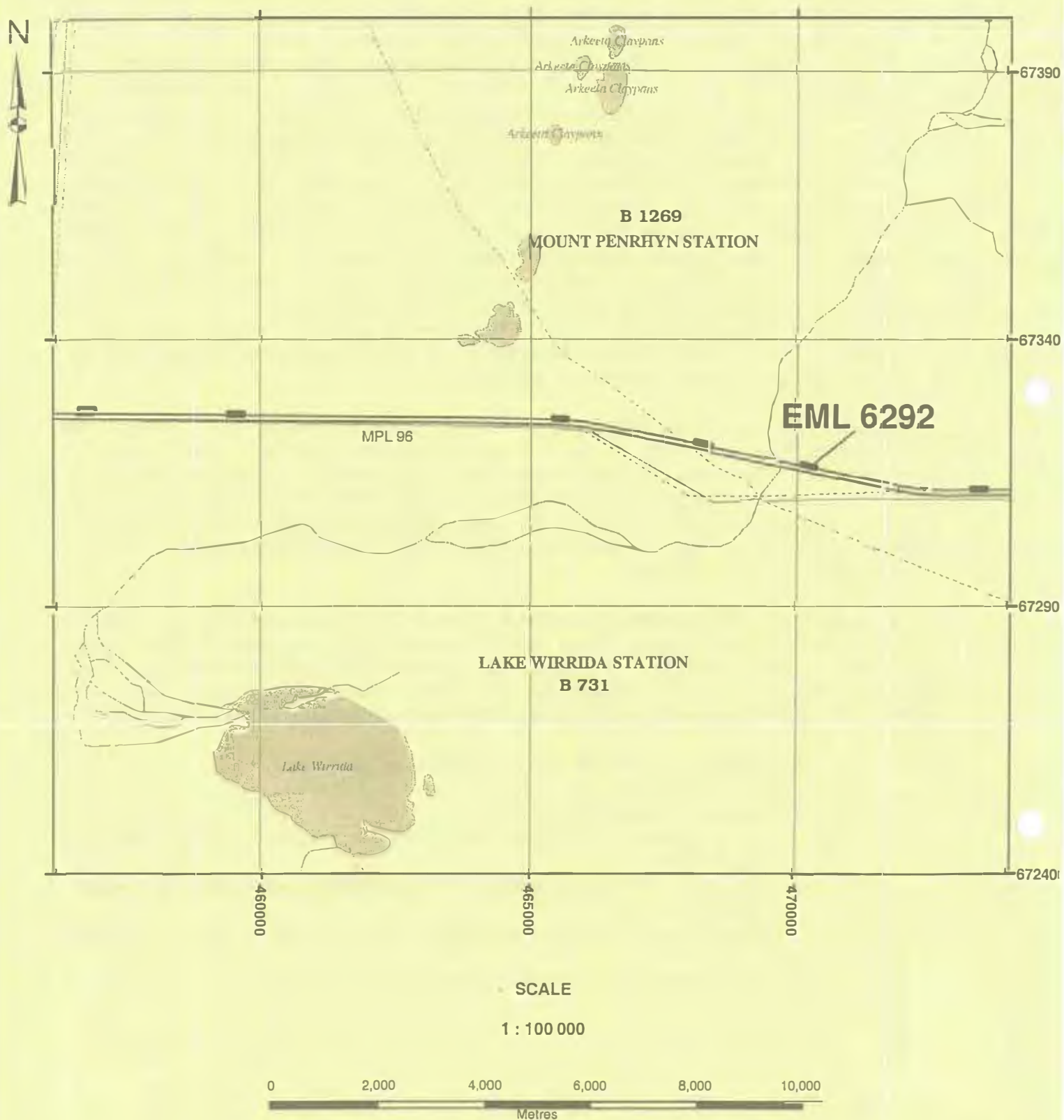
7. Any notice to be given to or demand to be made upon the Lessee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Lessee at the address of the Lessee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Lessee within three days following the day on which the envelope containing such notice or demand is posted.

8. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in these presents, 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 –

- (i) "amendment" includes an addition, excision or substitution;
- (ii) "the land" includes any part thereof;
- (iii) "the Lessee" means and includes:
 - (a) in the case of a natural person the executors, administrators and assigns of that person;
 - (b) in the case of a body corporate the successors, administrators or permitted assigns thereof;
- (iv) "the Regulations" means the Regulations under the Act in force for the time being;
- (v) "the term" includes any renewal or extension thereof.

ANNEXURE 'A'

OUT OF HUNDREDS (COOBER PEDY)



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. Mining operations authorised by this lease must be only for the recovery of gravel and sand.
2. The Lessee must keep accurate records of the quantity, value and manner of disposition of all minerals mined and, whenever required to do so, submit the records for inspection by any person authorised by the Minister.
3. The Lessee must ensure that mining operations on the land are carried out in an orderly and skilful manner in accordance with a mining and rehabilitation program (MARP) approved, from time to time, by the Minister.

The Lessee must ensure that as part of mine closure, the land disturbed by mining is rehabilitated to a post mining land use as specified in the MARP

The Lessee must not conduct any mining operations on the land until a MARP prepared in accordance with PIRSA guidelines, has been approved by the Minister.

4. The MARP must comply with the requirements of guidelines approved by the Chief Inspector of Mines and include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
5. The Lessee agrees to the approved MARP being made available for public inspection.
6. The Lessee must demonstrate upon request and to the Chief Inspector of Mines, the Lessee's capability and competence to comply with the requirements of the Mining Act, 1971, the conditions of this lease, and the MARP
7. The Lessee must provide to the Chief Inspector of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the lease and compliance with the approved MARP. The MARCR must be submitted every year, within 2 months after the anniversary of the date the lease was granted, or at some other time agreed with the Chief Inspector of Mines in accordance with guidelines approved by the Chief Inspector of Mines. The Lessee agrees to the MARCR being made available for public inspection.
8. The Lessee must, if requested by the Chief Inspector of Mines, undertake an independent audit of achievement of the environmental outcomes in the MARP, by an independent expert approved by the Chief Inspector of Mines. The audit will be made available to the public, in a manner and form as determined by the Chief Inspector of Mines.
9. The Lessee must provide to PIRSA a Mine Completion Report prior to lease relinquishment, in accordance with guidelines approved by the Chief Inspector of Mines.

10. The Lessee must ensure that all employees and contractors on-site are properly advised and trained to ensure that all mining operations are carried out in accordance with the requirements of the Aboriginal Heritage Act, 1988.
11. The Lessee must, prior to commencing operations under this lease and for the duration of the lease, maintain public liability insurance to cover operations under the lease (including sudden and accidental pollution) in the name of the lessee for a sum not less than \$ 20 million or such greater sum as specified by the Chief Inspector of Mines, and make such amendments to the terms and conditions of the insurance as the Chief Inspector of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Chief Inspector of Mines upon request.

In specifying the level of insurance required, the Chief Inspector of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the lessee may or may not respond to any loss, damage or liability.

SECOND SCHEDULE

1. The Lessee must ensure that all terminal faces are formed (as part of mining) to a gradient not steeper than 1 vertical to 3 horizontal (18.4°) to blend with the local topography and drainage system.
2. The Lessee must ensure that topsoil is removed and stockpiled prior to carrying out any mining activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
3. The Lessee must ensure that (subject to practical limitations imposed by the current and future mining operations and seasonal conditions) all land disturbed by mining is progressively rehabilitated progressively re-spread with topsoil and re-vegetated to prevent soil erosion to the satisfaction of the Chief Inspector of Mines.
4. The Lessee must notify the Chief Inspector of Mines as soon as practical if any of the following significant incidents occur within the tenement area:
 - Any fires caused by mining operations;
 - Any unauthorised entry to site by member of the public, or breach of security measures;
 - Any fatality or injury to an employee, contractor or member of the public caused by mining operations (including by truck movements).
5. The Lessee must operate in a manner that will minimise the spread of weeds and plant pathogens and ensure that all employees and contractors on-site are fully aware of this requirement.
6. The Lessee must ensure that dust from the operation be effectively controlled and managed.

EXECUTED

this

5th

day of

February

2008

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority


signature

Name: **HELEN TYRTEOS**
Title: **MINING REGISTRAR**



**SIGNED SEALED AND DELIVERED BY
THE LESSEE/S**

this

31st

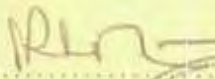
day of

JANUARY

2008

the Common seal of **Oxiana Prominent Hill Operations Pty Ltd ACN 091 546 691**
was hereto affixed by


.....
DIRECTOR/SECRETARY


.....
DIRECTOR



INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$81.00

MINING LEASE

Extractive Minerals Lease Number 6293

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian *Mining Act 1971* ("the Act") and the Regulations hereby leases to **Oxiana Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Lessee") of **Level 9, 31 Queen Street, MELBOURNE** in the State of Victoria all those lands containing **1.8 hectares** or thereabouts and situate in **Block 1269 OH (Coober Pedy) Mount Penrhyn Station** in the State of South Australia more particularly described and delineated on the plan annexed hereto and marked 'A' ("the land") and being mineral lands within the meaning of the Act.
2. The Lessee together with his servants and agents shall have the following rights and liberties during the continuance of this lease, namely:
 - (1) to conduct mining operations and obtain for the Lessee's own use and benefit the minerals as specified in the First Schedule hereto, in the manner described in the Second Schedule
 - (2) for or incidental to the purposes aforesaid to cut and construct races, drains, dams, reservoirs, roads and tramways;
 - (3) To sell and dispose of the minerals obtained, from the land in pursuance of this lease or to utilise any such minerals for any commercial or industrial purpose.
3. This lease shall be for a term of **13 years and 225 days** ("the term") commencing on the **twentieth day of December 2007**.
4. The Lessee shall use the land for the purposes of mining therein and thereon for minerals as specified in the First Schedule hereto, together with the rights and liberties hereinbefore granted and for no other purpose.
5. The Lessee shall pay to the Minister:-
 - (1) In advance a yearly rental fee as prescribed by the Regulations for each year during the term commencing on the **twentieth day of December** or such other date as agreed to by the Minister upon renewal; and,
 - (2) A further sum during the term, being a royalty on the minerals recovered under the Lease as provided for by the Act.
6. The Lessee hereby further covenants with the Minister as follows:
 - (1) to pay or cause to be paid to the Director of Mines ("the Director") at the offices of the Department of Primary Industries and Resources South Australia on behalf of the Minister, the rent and other sum hereby reserved at the times and in the manner hereinbefore appointed for payment thereof free and clear of all rates, taxes, impositions, outgoings and deductions whatsoever;
 - (2) to pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land;
 - (3) to maintain in position all posts, boundary indicator markers and notices required by the Regulations to be erected or placed on the land in the manner prescribed by the Act and the Regulations:

REF: T02687

Revenue Stamp Duty	ABN 19 040 349 805
RevNetID/PM/	File No. EX/117563765
Orig/Copy	(1) of/with 1 copies
Consideration Value/Security	\$ 0
SA Proportion (if applicable)	\$ 0
SD \$	0 LTO Fees \$ 0
Int \$	0 Pen/Add tax \$ 0
Signature	<i>[Signature]</i> Date 8/2/08

- (4) to mine the land in a fair, orderly, skilful and workmanlike manner in accordance with the First Schedule hereto and bona fide exclusively for the purpose for which it is demised so as to effect maximum recovery of the mineral resources consistent with economic practicability;
- (5) to supply the Director, forthwith upon written request, with a copy of such records kept pursuant to Section 77 of the Act;
- (6) to make a survey of the land and cause a map or plan of such survey to be sent to the Director whenever the Director so requires, and any and every such survey shall be at the Lessee's own cost and, shall be carried out in the manner required by the regulations (whether under the Act or otherwise);
- (7) at all times to keep and preserve the mines and premises in good order, repair and condition and in such good order, repair and condition at the end or other sooner determination of the term deliver peaceable possession thereof and of all and singular the land hereby leased unto the Minister or to some officer duly authorised by him to receive possession thereof;
- (8) to furnish all returns prescribed by the Act and Regulations;
- (9) to 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 Lessee;
- (10) not to use or occupy the land or permit the same to be used or occupied otherwise than for the purpose of exercising the rights and liberties hereinbefore granted without first obtaining the written consent of the Minister;
- (11) not to assign, transfer, sublet the land, or make the land the subject of any trust or other dealing, whether directly or indirectly, for the whole or any part of the term without first obtaining the written consent of the Minister;
- (12) to observe, perform and carry out the provisions of the Act and Regulations and the provisions of any other Act or regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands;
- (13) to perform and comply with all of the conditions set out in the Second Schedule annexed hereto;
- (14) to permit the Minister or the Director or any person duly appointed by either of them at all proper and reasonable times without any interruption from the Lessee or the Lessee's agents or servants to enter into and upon the land to view and examine the mining operations conducted in pursuance of this lease and to use all reasonable means to achieve such purpose and to examine and take extracts from all books, accounts, vouchers or documents appertaining to the Lessee's mining operations in pursuance of this lease;
- (15) that the Minister, may at any time, require the Lessee to pay to any person an amount of compensation, stipulated by the Minister, to which that person is, in the opinion of the Minister, entitled in consequence of the conduct of mining operations in pursuance of this lease and the Lessee shall comply forthwith with such requirement;
- (16) that if the Lessee shall fail to comply with any covenant, conditions or proviso herein contained this lease shall be liable to forfeiture in the manner hereinafter provided;
- (17) that if the rent or royalty shall be in arrear and unpaid for more than three calendar months after the day on which the same is payable it shall be lawful for the Minister to cancel this lease and the Minister may thereupon insert a notice in the *Government Gazette* declaring this lease to be forfeited;

(18) that if the Minister has reason to believe that there has been a breach of or non-compliance with any of the covenants, conditions or provisos herein contained, other than a breach of the covenant for payment of the rent or royalty, the Minister may give or cause to be given by any duly authorised officer of the Minister, written notice to the Lessee specifying the covenants, conditions or provisos which he has reason to believe are not being complied with and notifying the Lessee that this lease will be liable to forfeiture at the expiration of one month from the date of such notice unless in the meantime such covenant, conditions or provisos are duly complied with and if at the expiration of such notice such covenants, conditions or provisos are still not being complied with by the Lessee, the Minister may cancel this lease notwithstanding that the rent or royalty payable under this lease for the period during which such breach is committed may have been paid and notwithstanding any implied waiver of such breach by the Minister and the Minister shall thereupon cause to be inserted by any duly authorised officer of the Minister a notice in the *Government Gazette* declaring this lease to be forfeited. In case of a breach of the covenant for payment of the rent or royalty the Minister may exercise the power of cancellation without giving the written notice hereinbefore mentioned:

(19) that a notice of forfeiture as hereinbefore mentioned in the last two preceding provisos so published in the *Government Gazette* shall be taken to be conclusive evidence that this lease has been legally cancelled and forfeited:

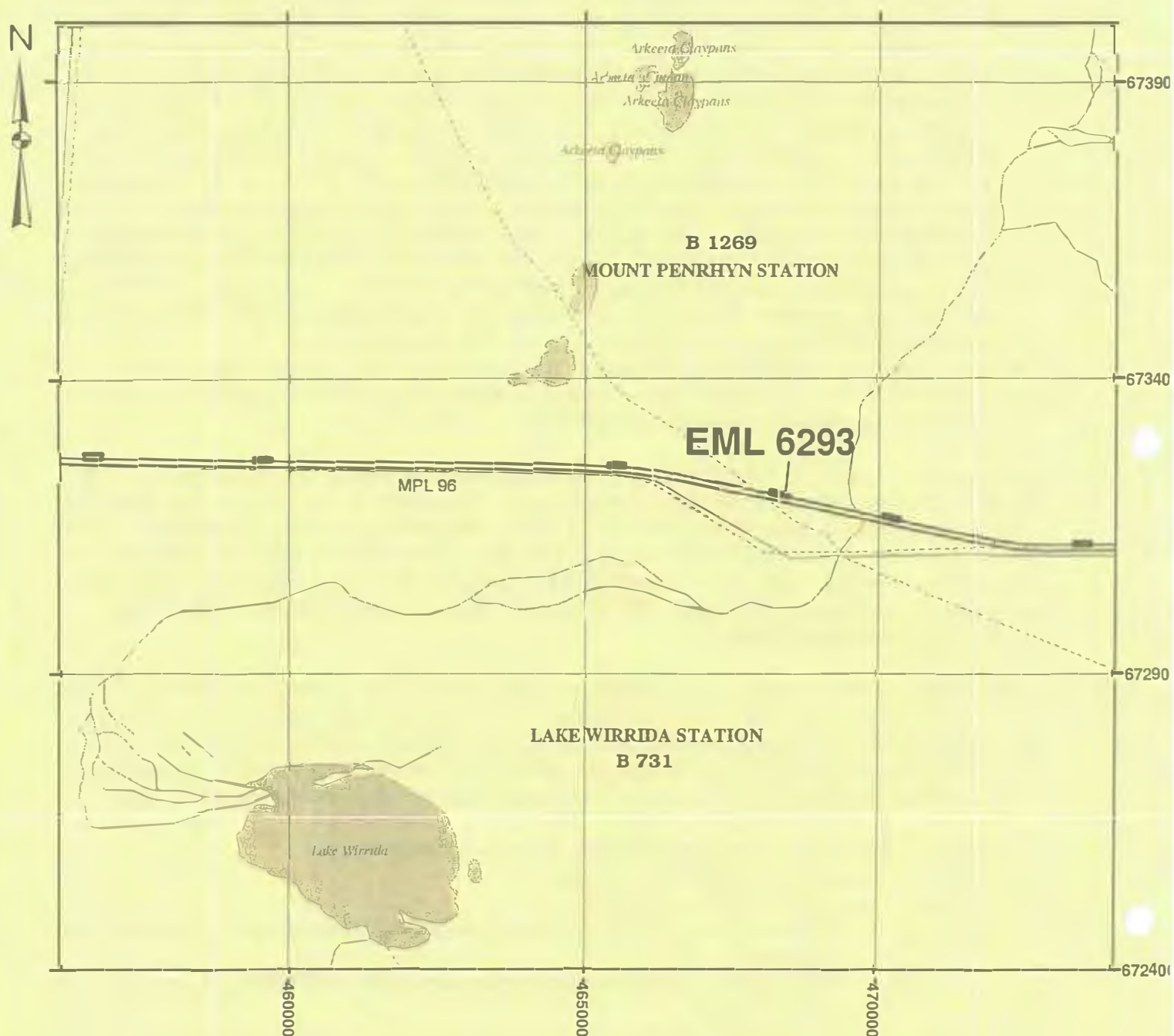
7. Any notice to be given to or demand to be made upon the Lessee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Lessee at the address of the Lessee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Lessee within three days following the day on which the envelope containing such notice or demand is posted.

8. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in these presents, 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 –

- (i) "amendment" includes an addition, excision or substitution;
- (ii) "the land" includes any part thereof;
- (iii) "the Lessee" means and includes:
 - (a) in the case of a natural person the executors, administrators and assigns of that person;
 - (b) in the case of a body corporate the successors, administrators or permitted assigns thereof;
- (iv) "the Regulations" means the Regulations under the Act in force for the time being;
- (v) "the term" includes any renewal or extension thereof.

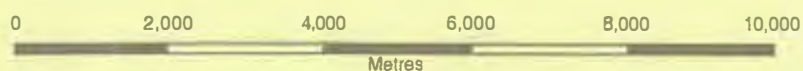
ANNEXURE 'A'

OUT OF HUNDREDS (COOBER PEDY)



SCALE

1 : 100 000



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. Mining operations authorised by this lease must be only for the recovery of gravel and sand.
2. The Lessee must keep accurate records of the quantity, value and manner of disposition of all minerals mined and, whenever required to do so, submit the records for inspection by any person authorised by the Minister.
3. The Lessee must ensure that mining operations on the land are carried out in an orderly and skilful manner in accordance with a mining and rehabilitation program (MARP) approved, from time to time, by the Minister.

The Lessee must ensure that as part of mine closure, the land disturbed by mining is rehabilitated to a post mining land use as specified in the MARP

The Lessee must not conduct any mining operations on the land until a MARP prepared in accordance with PIRSA guidelines, has been approved by the Minister.

4. The MARP must comply with the requirements of guidelines approved by the Chief Inspector of Mines and include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
5. The Lessee agrees to the approved MARP being made available for public inspection.
6. The Lessee must demonstrate upon request and to the Chief Inspector of Mines, the Lessee's capability and competence to comply with the requirements of the Mining Act, 1971, the conditions of this lease, and the MARP
7. The Lessee must provide to the Chief Inspector of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the lease and compliance with the approved MARP. The MARCR must be submitted every year, within 2 months after the anniversary of the date the lease was granted, or at some other time agreed with the Chief Inspector of Mines in accordance with guidelines approved by the Chief Inspector of Mines. The Lessee agrees to the MARCR being made available for public inspection.
8. The Lessee must, if requested by the Chief Inspector of Mines, undertake an independent audit of achievement of the environmental outcomes in the MARP, by an independent expert approved by the Chief Inspector of Mines. The audit will be made available to the public, in a manner and form as determined by the Chief Inspector of Mines.
9. The Lessee must provide to PIRSA a Mine Completion Report prior to lease relinquishment, in accordance with guidelines approved by the Chief Inspector of Mines.

10. The Lessee must ensure that all employees and contractors on-site are properly advised and trained to ensure that all mining operations are carried out in accordance with the requirements of the Aboriginal Heritage Act, 1988.
11. The Lessee must, prior to commencing operations under this lease and for the duration of the lease, maintain public liability insurance to cover operations under the lease (including sudden and accidental pollution) in the name of the lessee for a sum not less than \$ 20 million or such greater sum as specified by the Chief Inspector of Mines, and make such amendments to the terms and conditions of the insurance as the Chief Inspector of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Chief Inspector of Mines upon request.

In specifying the level of insurance required, the Chief Inspector of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the lessee may or may not respond to any loss, damage or liability.

SECOND SCHEDULE

1. The Lessee must ensure that all terminal faces are formed (as part of mining) to a gradient not steeper than 1 vertical to 3 horizontal (18.4°) to blend with the local topography and drainage system.
2. The Lessee must ensure that topsoil is removed and stockpiled prior to carrying out any mining activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
3. The Lessee must ensure that (subject to practical limitations imposed by the current and future mining operations and seasonal conditions) all land disturbed by mining is progressively rehabilitated progressively re-spread with topsoil and re-vegetated to prevent soil erosion to the satisfaction of the Chief Inspector of Mines.
4. The Lessee must notify the Chief Inspector of Mines as soon as practical if any of the following significant incidents occur within the tenement area:
 - Any fires caused by mining operations;
 - Any unauthorised entry to site by member of the public, or breach of security measures;
 - Any fatality or injury to an employee, contractor or member of the public caused by mining operations (including by truck movements).
5. The Lessee must operate in a manner that will minimise the spread of weeds and plant pathogens and ensure that all employees and contractors on-site are fully aware of this requirement.
6. The Lessee must ensure that dust from the operation be effectively controlled and managed.

EXECUTED

this

5th

day of

February

2008

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority


signature 

Name: **HELEN TYRTEOS**
Title: **MINING REGISTRAR**

**SIGNED SEALED AND DELIVERED BY
THE LESSEE/S**

this

31st

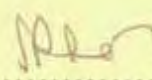
day of

JANUARY

2008

the Common seal of **Oxiana Prominent Hill Operations Pty Ltd ACN 091 546 691**
was hereto affixed by


.....
DIRECTOR/SECRETARY


.....
DIRECTOR 

INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$81.00

MINING LEASE

Extractive Minerals Lease Number 6294

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian *Mining Act 1971* ("the Act") and the Regulations hereby leases to **Oxiana Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Lessee") of **Level 9, 31 Queen Street, MELBOURNE** in the State of Victoria all those lands containing **1.8 hectares** or thereabouts and situate in **Block 1269 OH (Coober Pedy) Mount Penrhyn Station** in the State of South Australia more particularly described and delineated on the plan annexed hereto and marked 'A' ("the land") and being mineral lands within the meaning of the Act.
2. The Lessee together with his servants and agents shall have the following rights and liberties during the continuance of this lease, namely:
 - (1) to conduct mining operations and obtain for the Lessee's own use and benefit the minerals as specified in the First Schedule hereto, in the manner described in the Second Schedule
 - (2) for or incidental to the purposes aforesaid to cut and construct races, drains, dams, reservoirs, roads and tramways;
 - (3) To sell and dispose of the minerals obtained, from the land in pursuance of this lease or to utilise any such minerals for any commercial or industrial purpose.
3. This lease shall be for a term of **13 years and 225 days** ("the term") commencing on the **twentieth day of December 2007**.
4. The Lessee shall use the land for the purposes of mining therein and thereon for minerals as specified in the First Schedule hereto, together with the rights and liberties hereinbefore granted and for no other purpose.
5. The Lessee shall pay to the Minister:-
 - (1) In advance a yearly rental fee as prescribed by the Regulations for each year during the term commencing on the **twentieth day of December** or such other date as agreed to by the Minister upon renewal; and,
 - (2) A further sum during the term, being a royalty on the minerals recovered under the Lease as provided for by the Act.
6. The Lessee hereby further covenants with the Minister as follows:
 - (1) to pay or cause to be paid to the Director of Mines ("the Director") at the offices of the Department of Primary Industries and Resources South Australia on behalf of the Minister, the rent and other sum hereby reserved at the times and in the manner hereinbefore appointed for payment thereof free and clear of all rates, taxes, impositions, outgoings and deductions whatsoever;
 - (2) to pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land;
 - (3) to maintain in position all posts, boundary indicator markers and notices required by the Regulations to be erected or placed on the land in the manner prescribed by the Act and the Regulations:

REF: T02687

RevenueSA - Stamp Duty	ABN 19 040 340 365
RevNet/D/PR	Bundle No. EX 117563900
Orig/Copy	1 (M) 10 1 copies
Consideration/Value/Security	\$ 0
SA Proportion (if applicable)	\$ 0
SD \$	0 LTO Fees: 0
Int \$	0 Pen/Adv Tax: 0
Signature: [Signature]	Date: 8/2/08

- (4) to mine the land in a fair, orderly, skilful and workmanlike manner in accordance with the First Schedule hereto and bona fide exclusively for the purpose for which it is demised so as to effect maximum recovery of the mineral resources consistent with economic practicability:
- (5) to supply the Director, forthwith upon written request, with a copy of such records kept pursuant to Section 77 of the Act:
- (6) to make a survey of the land and cause a map or plan of such survey to be sent to the Director whenever the Director so requires, and any and every such survey shall be at the Lessee's own cost and, shall be carried out in the manner required by the regulations (whether under the Act or otherwise):
- (7) at all times to keep and preserve the mines and premises in good order, repair and condition and in such good order, repair and condition at the end or other sooner determination of the term deliver peaceable possession thereof and of all and singular the land hereby leased unto the Minister or to some officer duly authorised by him to receive possession thereof:
- (8) to furnish all returns prescribed by the Act and Regulations:
- (9) to 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 Lessee:
- (10) not to use or occupy the land or permit the same to be used or occupied otherwise than for the purpose of exercising the rights and liberties hereinbefore granted without first obtaining the written consent of the Minister:
- (11) not to assign, transfer, sublet the land, or make the land the subject of any trust or other dealing, whether directly or indirectly, for the whole or any part of the term without first obtaining the written consent of the Minister:
- (12) to observe, perform and carry out the provisions of the Act and Regulations and the provisions of any other Act or regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
- (13) to perform and comply with all of the conditions set out in the Second Schedule annexed hereto:
- (14) to permit the Minister or the Director or any person duly appointed by either of them at all proper and reasonable times without any interruption from the Lessee or the Lessee's agents or servants to enter into and upon the land to view and examine the mining operations conducted in pursuance of this lease and to use all reasonable means to achieve such purpose and to examine and take extracts from all books, accounts, vouchers or documents appertaining to the Lessee's mining operations in pursuance of this lease:
- (15) that the Minister, may at any time, require the Lessee to pay to any person an amount of compensation, stipulated by the Minister, to which that person is, in the opinion of the Minister, entitled in consequence of the conduct of mining operations in pursuance of this lease and the Lessee shall comply forthwith with such requirement:
- (16) that if the Lessee shall fail to comply with any covenant, conditions or proviso herein contained this lease shall be liable to forfeiture in the manner hereinafter provided:
- (17) that if the rent or royalty shall be in arrear and unpaid for more than three calendar months after the day on which the same is payable it shall be lawful for the Minister to cancel this lease and the Minister may thereupon insert a notice in the *Government Gazette* declaring this lease to be forfeited:

(18) that if the Minister has reason to believe that there has been a breach of or non-compliance with any of the covenants, conditions or provisos herein contained, other than a breach of the covenant for payment of the rent or royalty, the Minister may give or cause to be given by any duly authorised officer of the Minister, written notice to the Lessee specifying the covenants, conditions or provisos which he has reason to believe are not being complied with and notifying the Lessee that this lease will be liable to forfeiture at the expiration of one month from the date of such notice unless in the meantime such covenant, conditions or provisos are duly complied with and if at the expiration of such notice such covenants, conditions or provisos are still not being complied with by the Lessee, the Minister may cancel this lease notwithstanding that the rent or royalty payable under this lease for the period during which such breach is committed may have been paid and notwithstanding any implied waiver of such breach by the Minister and the Minister shall thereupon cause to be inserted by any duly authorised officer of the Minister a notice in the *Government Gazette* declaring this lease to be forfeited. In case of a breach of the covenant for payment of the rent or royalty the Minister may exercise the power of cancellation without giving the written notice hereinbefore mentioned:

(19) that a notice of forfeiture as hereinbefore mentioned in the last two preceding provisos so published in the *Government Gazette* shall be taken to be conclusive evidence that this lease has been legally cancelled and forfeited:

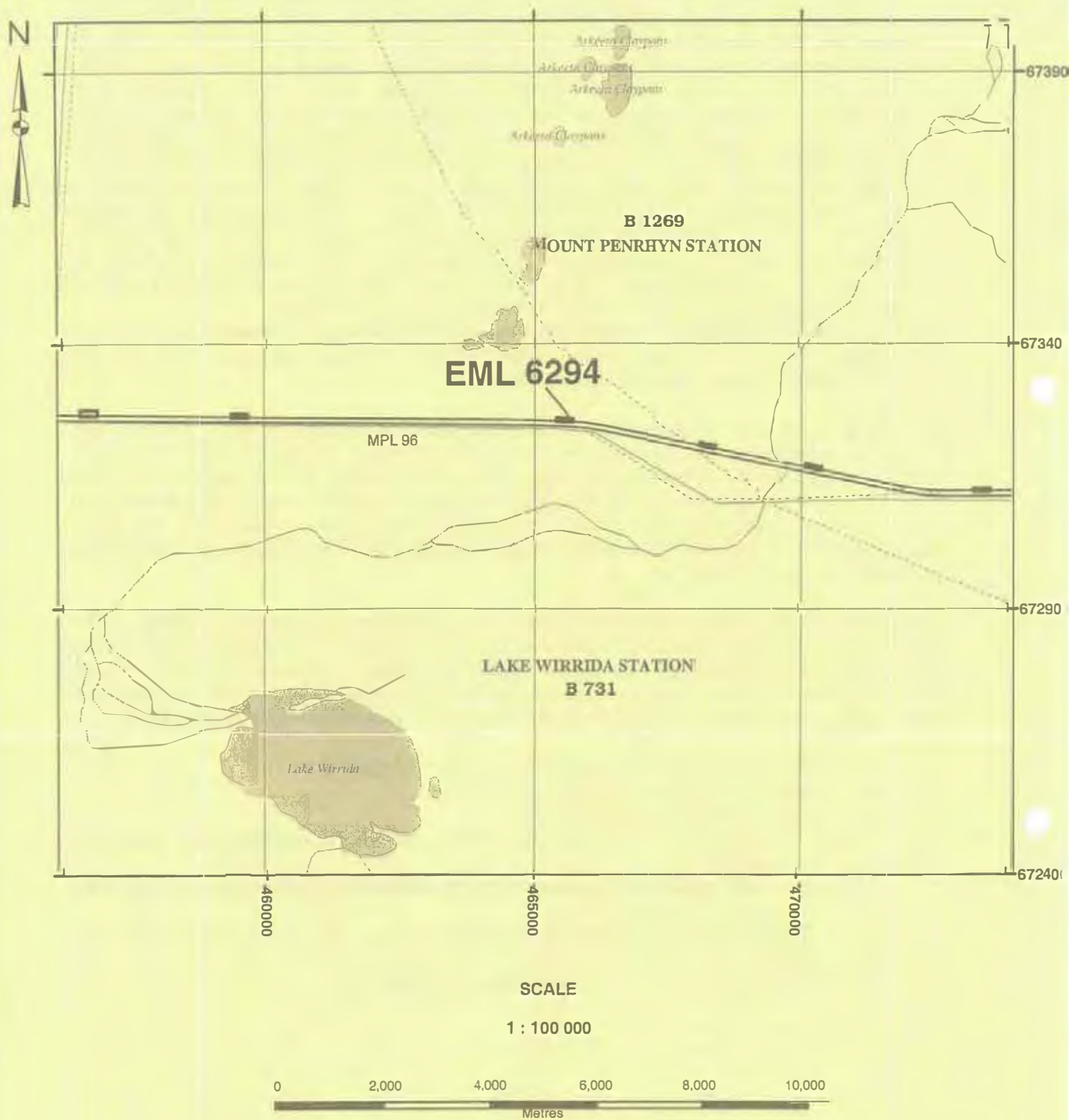
7. Any notice to be given to or demand to be made upon the Lessee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Lessee at the address of the Lessee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Lessee within three days following the day on which the envelope containing such notice or demand is posted.

8. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in these presents, 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 –

- (i) "amendment" includes an addition, excision or substitution;
- (ii) "the land" includes any part thereof;
- (iii) "the Lessee" means and includes:
 - (a) in the case of a natural person the executors, administrators and assigns of that person;
 - (b) in the case of a body corporate the successors, administrators or permitted assigns thereof;
- (iv) "the Regulations" means the Regulations under the Act in force for the time being;
- (v) "the term" includes any renewal or extension thereof.

ANNEXURE 'A'

OUT OF HUNDREDS (COOBER PEDY)



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. Mining operations authorised by this lease must be only for the recovery of gravel and sand.
2. The Lessee must keep accurate records of the quantity, value and manner of disposition of all minerals mined and, whenever required to do so, submit the records for inspection by any person authorised by the Minister.
3. The Lessee must ensure that mining operations on the land are carried out in an orderly and skilful manner in accordance with a mining and rehabilitation program (MARP) approved, from time to time, by the Minister.

The Lessee must ensure that as part of mine closure, the land disturbed by mining is rehabilitated to a post mining land use as specified in the MARP

The Lessee must not conduct any mining operations on the land until a MARP prepared in accordance with PIRSA guidelines, has been approved by the Minister.

4. The MARP must comply with the requirements of guidelines approved by the Chief Inspector of Mines and include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
5. The Lessee agrees to the approved MARP being made available for public inspection.
6. The Lessee must demonstrate upon request and to the Chief Inspector of Mines, the Lessee's capability and competence to comply with the requirements of the Mining Act, 1971, the conditions of this lease, and the MARP
7. The Lessee must provide to the Chief Inspector of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the lease and compliance with the approved MARP. The MARCR must be submitted every year, within 2 months after the anniversary of the date the lease was granted, or at some other time agreed with the Chief Inspector of Mines in accordance with guidelines approved by the Chief Inspector of Mines. The Lessee agrees to the MARCR being made available for public inspection.
8. The Lessee must, if requested by the Chief Inspector of Mines, undertake an independent audit of achievement of the environmental outcomes in the MARP, by an independent expert approved by the Chief Inspector of Mines. The audit will be made available to the public, in a manner and form as determined by the Chief Inspector of Mines.
9. The Lessee must provide to PIRSA a Mine Completion Report prior to lease relinquishment, in accordance with guidelines approved by the Chief Inspector of Mines.

10. The Lessee must ensure that all employees and contractors on-site are properly advised and trained to ensure that all mining operations are carried out in accordance with the requirements of the Aboriginal Heritage Act, 1988.
11. The Lessee must, prior to commencing operations under this lease and for the duration of the lease, maintain public liability insurance to cover operations under the lease (including sudden and accidental pollution) in the name of the lessee for a sum not less than \$ 20 million or such greater sum as specified by the Chief Inspector of Mines, and make such amendments to the terms and conditions of the insurance as the Chief Inspector of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Chief Inspector of Mines upon request.

In specifying the level of insurance required, the Chief Inspector of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the lessee may or may not respond to any loss, damage or liability.

SECOND SCHEDULE

1. The Lessee must ensure that all terminal faces are formed (as part of mining) to a gradient not steeper than 1 vertical to 3 horizontal (18.4°) to blend with the local topography and drainage system.
2. The Lessee must ensure that topsoil is removed and stockpiled prior to carrying out any mining activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
3. The Lessee must ensure that (subject to practical limitations imposed by the current and future mining operations and seasonal conditions) all land disturbed by mining is progressively rehabilitated progressively re-spread with topsoil and re-vegetated to prevent soil erosion to the satisfaction of the Chief Inspector of Mines.
4. The Lessee must notify the Chief Inspector of Mines as soon as practical if any of the following significant incidents occur within the tenement area:
 - Any fires caused by mining operations;
 - Any unauthorised entry to site by member of the public, or breach of security measures;
 - Any fatality or injury to an employee, contractor or member of the public caused by mining operations (including by truck movements).
5. The Lessee must operate in a manner that will minimise the spread of weeds and plant pathogens and ensure that all employees and contractors on-site are fully aware of this requirement.
6. The Lessee must ensure that dust from the operation be effectively controlled and managed.

EXECUTED

this

5th

day of

February

2008

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority



signature

Name: **HELEN TYRTEOS**
Title: **MINING REGISTRAR**



**SIGNED SEALED AND DELIVERED BY
THE LESSEE/S**

this

31st

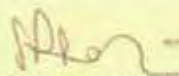
day of

JANUARY

2008

the Common seal of **Oxiana Prominent Hill Operations Pty Ltd ACN 091 546 691**
was hereto affixed by


.....
DIRECTOR/SECRETARY



DIRECTOR



INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$81.00

MINING LEASE

Extractive Minerals Lease Number 6295

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian *Mining Act 1971* ("the Act") and the Regulations hereby leases to **Oxiana Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Lessee") of **Level 9, 31 Queen Street, MELBOURNE** in the State of Victoria all those lands containing **1.8 hectares** or thereabouts and situate in **Block 1269 OH (Coober Pedy) Mount Penrhyn Station** in the State of South Australia more particularly described and delineated on the plan annexed hereto and marked 'A' ("the land") and being mineral lands within the meaning of the Act.
2. The Lessee together with his servants and agents shall have the following rights and liberties during the continuance of this lease, namely:
 - (1) to conduct mining operations and obtain for the Lessee's own use and benefit the minerals as specified in the First Schedule hereto, in the manner described in the Second Schedule
 - (2) for or incidental to the purposes aforesaid to cut and construct races, drains, dams, reservoirs, roads and tramways;
 - (3) To sell and dispose of the minerals obtained, from the land in pursuance of this lease or to utilise any such minerals for any commercial or industrial purpose.
3. This lease shall be for a term of **13 years and 225 days** ("the term") commencing on the **twentieth day of December 2007**.
4. The Lessee shall use the land for the purposes of mining therein and thereon for minerals as specified in the First Schedule hereto, together with the rights and liberties hereinbefore granted and for no other purpose.
5. The Lessee shall pay to the Minister:-
 - (1) In advance a yearly rental fee as prescribed by the Regulations for each year during the term commencing on the **twentieth day of December** or such other date as agreed to by the Minister upon renewal; and,
 - (2) A further sum during the term, being a royalty on the minerals recovered under the Lease as provided for by the Act.
6. The Lessee hereby further covenants with the Minister as follows:
 - (1) to pay or cause to be paid to the Director of Mines ("the Director") at the offices of the Department of Primary Industries and Resources South Australia on behalf of the Minister, the rent and other sum hereby reserved at the times and in the manner hereinbefore appointed for payment thereof free and clear of all rates, taxes, impositions, outgoings and deductions whatsoever;
 - (2) to pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land;
 - (3) to maintain in position all posts, boundary indicator markers and notices required by the Regulations to be erected or placed on the land in the manner prescribed by the Act and the Regulations:

REF: T02687

RevNetID PR	Bundle No	EX 117564362
Orig/Copy	1	copies
Consideration Val	Sec rty	0
SA Prop rty	plcable	0
SD: \$	0	0
Int: \$	0	0
Gen/Adm Fee	0	0
Date	8	21/08

- (4) to mine the land in a fair, orderly, skilful and workmanlike manner in accordance with the First Schedule hereto and bona fide exclusively for the purpose for which it is demised so as to effect maximum recovery of the mineral resources consistent with economic practicability:
- (5) to supply the Director, forthwith upon written request, with a copy of such records kept pursuant to Section 77 of the Act:
- (6) to make a survey of the land and cause a map or plan of such survey to be sent to the Director whenever the Director so requires, and any and every such survey shall be at the Lessee's own cost and, shall be carried out in the manner required by the regulations (whether under the Act or otherwise):
- (7) at all times to keep and preserve the mines and premises in good order, repair and condition and in such good order, repair and condition at the end or other sooner determination of the term deliver peaceable possession thereof and of all and singular the land hereby leased unto the Minister or to some officer duly authorised by him to receive possession thereof:
- (8) to furnish all returns prescribed by the Act and Regulations:
- (9) to 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 Lessee:
- (10) not to use or occupy the land or permit the same to be used or occupied otherwise than for the purpose of exercising the rights and liberties hereinbefore granted without first obtaining the written consent of the Minister:
- (11) not to assign, transfer, sublet the land, or make the land the subject of any trust or other dealing, whether directly or indirectly, for the whole or any part of the term without first obtaining the written consent of the Minister:
- (12) to observe, perform and carry out the provisions of the Act and Regulations and the provisions of any other Act or regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
- (13) to perform and comply with all of the conditions set out in the Second Schedule annexed hereto:
- (14) to permit the Minister or the Director or any person duly appointed by either of them at all proper and reasonable times without any interruption from the Lessee or the Lessee's agents or servants to enter into and upon the land to view and examine the mining operations conducted in pursuance of this lease and to use all reasonable means to achieve such purpose and to examine and take extracts from all books, accounts, vouchers or documents appertaining to the Lessee's mining operations in pursuance of this lease:
- (15) that the Minister, may at any time, require the Lessee to pay to any person an amount of compensation, stipulated by the Minister, to which that person is, in the opinion of the Minister, entitled in consequence of the conduct of mining operations in pursuance of this lease and the Lessee shall comply forthwith with such requirement:
- (16) that if the Lessee shall fail to comply with any covenant, conditions or proviso herein contained this lease shall be liable to forfeiture in the manner hereinafter provided:
- (17) that if the rent or royalty shall be in arrear and unpaid for more than three calendar months after the day on which the same is payable it shall be lawful for the Minister to cancel this lease and the Minister may thereupon insert a notice in the *Government Gazette* declaring this lease to be forfeited:

(18) that if the Minister has reason to believe that there has been a breach of or non-compliance with any of the covenants, conditions or provisos herein contained, other than a breach of the covenant for payment of the rent or royalty, the Minister may give or cause to be given by any duly authorised officer of the Minister, written notice to the Lessee specifying the covenants, conditions or provisos which he has reason to believe are not being complied with and notifying the Lessee that this lease will be liable to forfeiture at the expiration of one month from the date of such notice unless in the meantime such covenant, conditions or provisos are duly complied with and if at the expiration of such notice such covenants, conditions or provisos are still not being complied with by the Lessee, the Minister may cancel this lease notwithstanding that the rent or royalty payable under this lease for the period during which such breach is committed may have been paid and notwithstanding any implied waiver of such breach by the Minister and the Minister shall thereupon cause to be inserted by any duly authorised officer of the Minister a notice in the *Government Gazette* declaring this lease to be forfeited. In case of a breach of the covenant for payment of the rent or royalty the Minister may exercise the power of cancellation without giving the written notice hereinbefore mentioned:

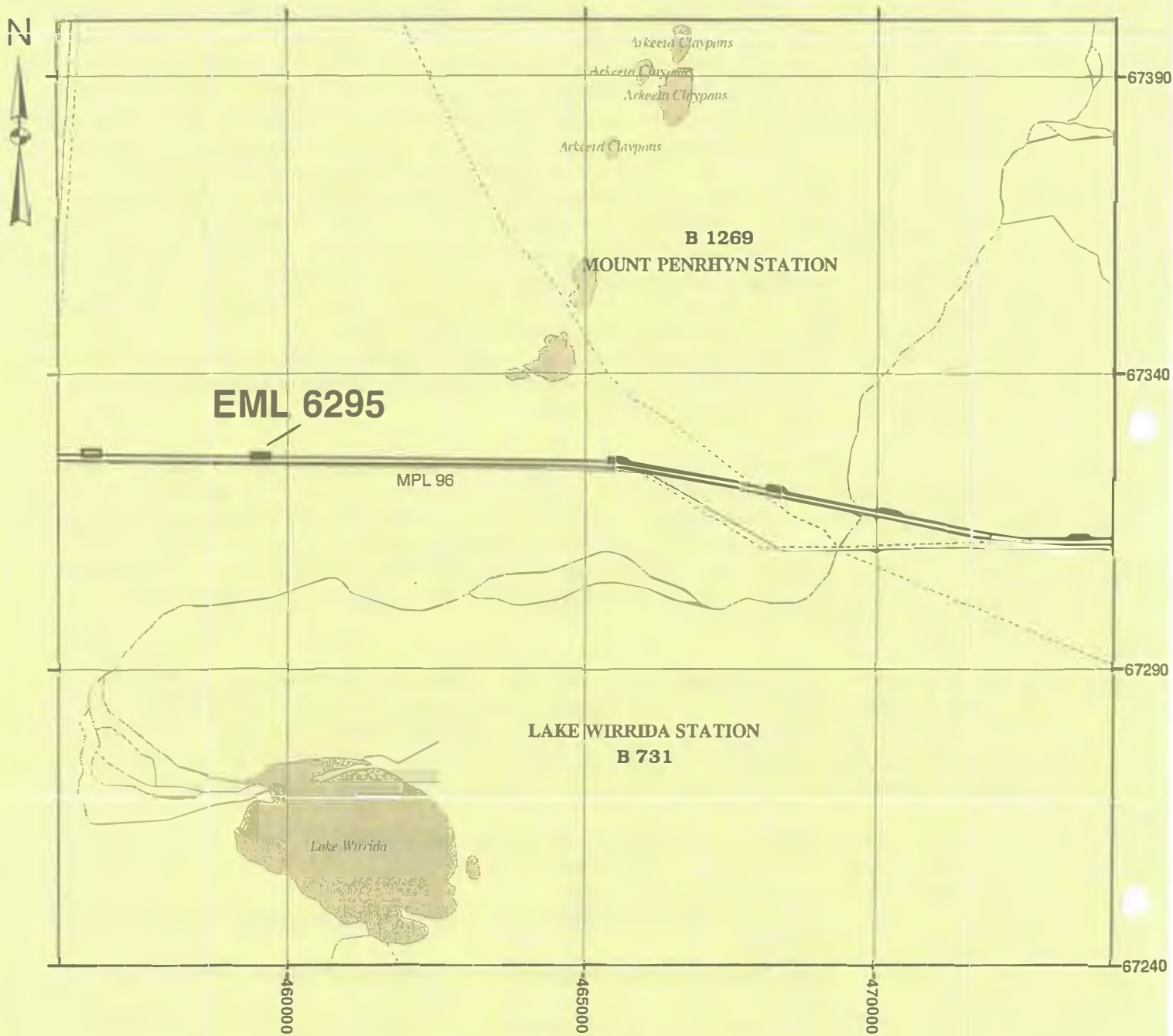
(19) that a notice of forfeiture as hereinbefore mentioned in the last two preceding provisos so published in the *Government Gazette* shall be taken to be conclusive evidence that this lease has been legally cancelled and forfeited:

7. Any notice to be given to or demand to be made upon the Lessee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Lessee at the address of the Lessee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Lessee within three days following the day on which the envelope containing such notice or demand is posted.
8. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in these presents, 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 –

- (i) "amendment" includes an addition, excision or substitution;
- (ii) "the land" includes any part thereof;
- (iii) "the Lessee" means and includes:
 - (a) in the case of a natural person the executors, administrators and assigns of that person;
 - (b) in the case of a body corporate the successors, administrators or permitted assigns thereof;
- (iv) "the Regulations" means the Regulations under the Act in force for the time being;
- (v) "the term" includes any renewal or extension thereof.

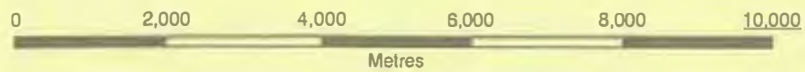
ANNEXURE 'A'

OUT OF HUNDREDS (COOBER PEDY)



SCALE

1 : 100 000



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. Mining operations authorised by this lease must be only for the recovery of gravel and sand.
2. The Lessee must keep accurate records of the quantity, value and manner of disposition of all minerals mined and, whenever required to do so, submit the records for inspection by any person authorised by the Minister.
3. The Lessee must ensure that mining operations on the land are carried out in an orderly and skilful manner in accordance with a mining and rehabilitation program (MARP) approved, from time to time, by the Minister.

The Lessee must ensure that as part of mine closure, the land disturbed by mining is rehabilitated to a post mining land use as specified in the MARP

The Lessee must not conduct any mining operations on the land until a MARP prepared in accordance with PIRSA guidelines, has been approved by the Minister.

4. The MARP must comply with the requirements of guidelines approved by the Chief Inspector of Mines and include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
5. The Lessee agrees to the approved MARP being made available for public inspection.
6. The Lessee must demonstrate upon request and to the Chief Inspector of Mines, the Lessee's capability and competence to comply with the requirements of the Mining Act, 1971, the conditions of this lease, and the MARP
7. The Lessee must provide to the Chief Inspector of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the lease and compliance with the approved MARP. The MARCR must be submitted every year, within 2 months after the anniversary of the date the lease was granted, or at some other time agreed with the Chief Inspector of Mines in accordance with guidelines approved by the Chief Inspector of Mines. The Lessee agrees to the MARCR being made available for public inspection.
8. The Lessee must, if requested by the Chief Inspector of Mines, undertake an independent audit of achievement of the environmental outcomes in the MARP, by an independent expert approved by the Chief Inspector of Mines. The audit will be made available to the public, in a manner and form as determined by the Chief Inspector of Mines.
9. The Lessee must provide to PIRSA a Mine Completion Report prior to lease relinquishment, in accordance with guidelines approved by the Chief Inspector of Mines.

10. The Lessee must ensure that all employees and contractors on-site are properly advised and trained to ensure that all mining operations are carried out in accordance with the requirements of the Aboriginal Heritage Act, 1988.
11. The Lessee must, prior to commencing operations under this lease and for the duration of the lease, maintain public liability insurance to cover operations under the lease (including sudden and accidental pollution) in the name of the lessee for a sum not less than \$ 20 million or such greater sum as specified by the Chief Inspector of Mines, and make such amendments to the terms and conditions of the insurance as the Chief Inspector of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Chief Inspector of Mines upon request.

In specifying the level of insurance required, the Chief Inspector of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the lessee may or may not respond to any loss, damage or liability.

SECOND SCHEDULE

1. The Lessee must ensure that all terminal faces are formed (as part of mining) to a gradient not steeper than 1 vertical to 3 horizontal (18.4°) to blend with the local topography and drainage system.
2. The Lessee must ensure that topsoil is removed and stockpiled prior to carrying out any mining activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
3. The Lessee must ensure that (subject to practical limitations imposed by the current and future mining operations and seasonal conditions) all land disturbed by mining is progressively rehabilitated progressively re-spread with topsoil and re-vegetated to prevent soil erosion to the satisfaction of the Chief Inspector of Mines.
4. The Lessee must notify the Chief Inspector of Mines as soon as practical if any of the following significant incidents occur within the tenement area:
 - Any fires caused by mining operations;
 - Any unauthorised entry to site by member of the public, or breach of security measures;
 - Any fatality or injury to an employee, contractor or member of the public caused by mining operations (including by truck movements).
5. The Lessee must operate in a manner that will minimise the spread of weeds and plant pathogens and ensure that all employees and contractors on-site are fully aware of this requirement.
6. The Lessee must ensure that dust from the operation be effectively controlled and managed.

EXECUTED

this

5th

day of

February

2008

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority


signature



Name: HELEN TYRTEOS
Title: MINING REGISTRAR

SIGNED SEALED AND DELIVERED BY
THE LESSEE/S

this

31st

day of

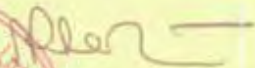
JANUARY

2008

the Common seal of Oxiana Prominent Hill Operations Pty Ltd ACN 091 546 691
was hereto affixed by


.....
DIRECTOR/SECRETARY




.....
DIRECTOR

INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$81.00

MINING LEASE

Extractive Minerals Lease Number 6296

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian *Mining Act 1971* ("the Act") and the Regulations hereby leases to **Oxiana Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Lessee") of **Level 9, 31 Queen Street, MELBOURNE** in the State of Victoria all those lands containing **3 hectares** or thereabouts and situate in **Block 1269 OH (Coober Pedy) Mount Penrhyn Station** in the State of South Australia more particularly described and delineated on the plan annexed hereto and marked 'A' ("the land") and being mineral lands within the meaning of the Act.
2. The Lessee together with his servants and agents shall have the following rights and liberties during the continuance of this lease, namely:
 - (1) to conduct mining operations and obtain for the Lessee's own use and benefit the minerals as specified in the First Schedule hereto, in the manner described in the Second Schedule
 - (2) for or incidental to the purposes aforesaid to cut and construct races, drains, dams, reservoirs, roads and tramways;
 - (3) To sell and dispose of the minerals obtained, from the land in pursuance of this lease or to utilise any such minerals for any commercial or industrial purpose.
3. This lease shall be for a term of **13 years and 225 days** ("the term") commencing on the **twentieth day of December 2007**.
4. The Lessee shall use the land for the purposes of mining therein and thereon for minerals as specified in the First Schedule hereto, together with the rights and liberties hereinbefore granted and for no other purpose.
5. The Lessee shall pay to the Minister:-
 - (1) In advance a yearly rental fee as prescribed by the Regulations for each year during the term commencing on the **twentieth day of December** or such other date as agreed to by the Minister upon renewal; and,
 - (2) A further sum during the term, being a royalty on the minerals recovered under the Lease as provided for by the Act.
6. The Lessee hereby further covenants with the Minister as follows:
 - (1) to pay or cause to be paid to the Director of Mines ("the Director") at the offices of the Department of Primary Industries and Resources South Australia on behalf of the Minister, the rent and other sum hereby reserved at the times and in the manner hereinbefore appointed for payment thereof free and clear of all rates, taxes, impositions, outgoings and deductions whatsoever;
 - (2) to pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land;
 - (3) to maintain in position all posts, boundary indicator markers and notices required by the Regulations to be erected or placed on the land in the **manner prescribed by the Act and the Regulations**;

REF: T02687

Revenue SA - Stamp Duty	AMN 19 040 349 065
RevNe ID/PP	Module No EX 11756443
Orig/Copy	1 (Off) with 1 copies
Consideration Value Security	0
SA Proportion (if applicable)	\$ 0
SD \$	0
Int \$	0
LTO Fees	0
Pen/Add Tax	0
Signature	<i>[Signature]</i>
Date	2/2/08

- (4) to mine the land in a fair, orderly, skilful and workmanlike manner in accordance with the First Schedule hereto and bona fide exclusively for the purpose for which it is demised so as to effect maximum recovery of the mineral resources consistent with economic practicability;
- (5) to supply the Director, forthwith upon written request, with a copy of such records kept pursuant to Section 77 of the Act;
- (6) to make a survey of the land and cause a map or plan of such survey to be sent to the Director whenever the Director so requires, and any and every such survey shall be at the Lessee's own cost and, shall be carried out in the manner required by the regulations (whether under the Act or otherwise);
- (7) at all times to keep and preserve the mines and premises in good order, repair and condition and in such good order, repair and condition at the end or other sooner determination of the term deliver peaceable possession thereof and of all and singular the land hereby leased unto the Minister or to some officer duly authorised by him to receive possession thereof;
- (8) to furnish all returns prescribed by the Act and Regulations;
- (9) to 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 Lessee;
- (10) not to use or occupy the land or permit the same to be used or occupied otherwise than for the purpose of exercising the rights and liberties hereinbefore granted without first obtaining the written consent of the Minister;
- (11) not to assign, transfer, sublet the land, or make the land the subject of any trust or other dealing, whether directly or indirectly, for the whole or any part of the term without first obtaining the written consent of the Minister;
- (12) to observe, perform and carry out the provisions of the Act and Regulations and the provisions of any other Act or regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands;
- (13) to perform and comply with all of the conditions set out in the Second Schedule annexed hereto;
- (14) to permit the Minister or the Director or any person duly appointed by either of them at all proper and reasonable times without any interruption from the Lessee or the Lessee's agents or servants to enter into and upon the land to view and examine the mining operations conducted in pursuance of this lease and to use all reasonable means to achieve such purpose and to examine and take extracts from all books, accounts, vouchers or documents appertaining to the Lessee's mining operations in pursuance of this lease;
- (15) that the Minister, may at any time, require the Lessee to pay to any person an amount of compensation, stipulated by the Minister, to which that person is, in the opinion of the Minister, entitled in consequence of the conduct of mining operations in pursuance of this lease and the Lessee shall comply forthwith with such requirement;
- (16) that if the Lessee shall fail to comply with any covenant, conditions or proviso herein contained this lease shall be liable to forfeiture in the manner hereinafter provided;
- (17) that if the rent or royalty shall be in arrear and unpaid for more than three calendar months after the day on which the same is payable it shall be lawful for the Minister to cancel this lease and the Minister may thereupon insert a notice in the *Government Gazette* declaring this lease to be forfeited:

- (18) that if the Minister has reason to believe that there has been a breach of or non-compliance with any of the covenants, conditions or provisos herein contained, other than a breach of the covenant for payment of the rent or royalty, the Minister may give or cause to be given by any duly authorised officer of the Minister, written notice to the Lessee specifying the covenants, conditions or provisos which he has reason to believe are not being complied with and notifying the Lessee that this lease will be liable to forfeiture at the expiration of one month from the date of such notice unless in the meantime such covenant, conditions or provisos are duly complied with and if at the expiration of such notice such covenants, conditions or provisos are still not being complied with by the Lessee, the Minister may cancel this lease notwithstanding that the rent or royalty payable under this lease for the period during which such breach is committed may have been paid and notwithstanding any implied waiver of such breach by the Minister and the Minister shall thereupon cause to be inserted by any duly authorised officer of the Minister a notice in the *Government Gazette* declaring this lease to be forfeited. In case of a breach of the covenant for payment of the rent or royalty the Minister may exercise the power of cancellation without giving the written notice hereinbefore mentioned;
- (19) that a notice of forfeiture as hereinbefore mentioned in the last two preceding provisos so published in the *Government Gazette* shall be taken to be conclusive evidence that this lease has been legally cancelled and forfeited:

7. Any notice to be given to or demand to be made upon the Lessee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Lessee at the address of the Lessee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Lessee within three days following the day on which the envelope containing such notice or demand is posted.
8. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in these presents, 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 –
- (i) "amendment" includes an addition, excision or substitution;
 - (ii) "the land" includes any part thereof;
 - (iii) "the Lessee" means and includes:
 - (a) in the case of a natural person the executors, administrators and assigns of that person;
 - (b) in the case of a body corporate the successors, administrators or permitted assigns thereof;
 - (iv) "the Regulations" means the Regulations under the Act in force for the time being;
 - (v) "the term" includes any renewal or extension thereof.

ANNEXURE 'A'

OUT OF HUNDREDS (COOBER PEDY)



SCALE

1 : 100 000



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. Mining operations authorised by this lease must be only for the recovery of gravel and sand.
2. The Lessee must keep accurate records of the quantity, value and manner of disposition of all minerals mined and, whenever required to do so, submit the records for inspection by any person authorised by the Minister.
3. The Lessee must ensure that mining operations on the land are carried out in an orderly and skilful manner in accordance with a mining and rehabilitation program (MARP) approved, from time to time, by the Minister.

The Lessee must ensure that as part of mine closure, the land disturbed by mining is rehabilitated to a post mining land use as specified in the MARP

The Lessee must not conduct any mining operations on the land until a MARP prepared in accordance with PIRSA guidelines, has been approved by the Minister.

4. The MARP must comply with the requirements of guidelines approved by the Chief Inspector of Mines and include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
5. The Lessee agrees to the approved MARP being made available for public inspection.
6. The Lessee must demonstrate upon request and to the Chief Inspector of Mines, the Lessee's capability and competence to comply with the requirements of the Mining Act, 1971, the conditions of this lease, and the MARP
7. The Lessee must provide to the Chief Inspector of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the lease and compliance with the approved MARP. The MARCR must be submitted every year, within 2 months after the anniversary of the date the lease was granted, or at some other time agreed with the Chief Inspector of Mines in accordance with guidelines approved by the Chief Inspector of Mines. The Lessee agrees to the MARCR being made available for public inspection.
8. The Lessee must, if requested by the Chief Inspector of Mines, undertake an independent audit of achievement of the environmental outcomes in the MARP, by an independent expert approved by the Chief Inspector of Mines. The audit will be made available to the public, in a manner and form as determined by the Chief Inspector of Mines.
9. The Lessee must provide to PIRSA a Mine Completion Report prior to lease relinquishment, in accordance with guidelines approved by the Chief Inspector of Mines.

10. The Lessee must ensure that all employees and contractors on-site are properly advised and trained to ensure that all mining operations are carried out in accordance with the requirements of the Aboriginal Heritage Act, 1988.
11. The Lessee must, prior to commencing operations under this lease and for the duration of the lease, maintain public liability insurance to cover operations under the lease (including sudden and accidental pollution) in the name of the lessee for a sum not less than \$ 20 million or such greater sum as specified by the Chief Inspector of Mines, and make such amendments to the terms and conditions of the insurance as the Chief Inspector of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Chief Inspector of Mines upon request.

In specifying the level of insurance required, the Chief Inspector of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the lessee may or may not respond to any loss, damage or liability.

SECOND SCHEDULE

1. The Lessee must ensure that all terminal faces are formed (as part of mining) to a gradient not steeper than 1 vertical to 3 horizontal (18.4°) to blend with the local topography and drainage system.
2. The Lessee must ensure that topsoil is removed and stockpiled prior to carrying out any mining activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
3. The Lessee must ensure that (subject to practical limitations imposed by the current and future mining operations and seasonal conditions) all land disturbed by mining is progressively rehabilitated progressively re-spread with topsoil and re-vegetated to prevent soil erosion to the satisfaction of the Chief Inspector of Mines.
4. The Lessee must notify the Chief Inspector of Mines as soon as practical if any of the following significant incidents occur within the tenement area:
 - Any fires caused by mining operations;
 - Any unauthorised entry to site by member of the public, or breach of security measures;
 - Any fatality or injury to an employee, contractor or member of the public caused by mining operations (including by truck movements).
5. The Lessee must operate in a manner that will minimise the spread of weeds and plant pathogens and ensure that all employees and contractors on-site are fully aware of this requirement.
6. The Lessee must ensure that dust from the operation be effectively controlled and managed.

EXECUTED

this

5th

day of

February

2008

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority

signature

Name: HELEN TYRTEOS

Title: MINING REGISTRAR



SIGNED SEALED AND DELIVERED BY
THE LESSEE/S

this

day of

2008

the Common seal of **Oxiana Prominent Hill Operations Pty Ltd ACN 091 546 691**
was hereto affixed by

DIRECTOR/SECRETARY

DIRECTOR



INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$93.75

MINING LEASE

Extractive Minerals Lease Number 6299

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian *Mining Act 1971* ("the Act") and the Regulations hereby leases to **Oxiana Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Lessee") of **Level 9, 31 Queen Street, MELBOURNE** in the state of Victoria all those lands containing **1.8 hectares** or thereabouts and situate **Block 473 OH (Billakalina) McDouall Peak Station** in the State of South Australia more particularly described and delineated on the plan annexed hereto and marked 'A' ("the land") and being mineral lands within the meaning of the Act.
2. The Lessee together with his servants and agents shall have the following rights and liberties during the continuance of this lease, namely:
 - (1) to conduct mining operations and obtain for the Lessee's own use and benefit the minerals as specified in the First Schedule hereto, in the manner described in the Second Schedule
 - (2) for or incidental to the purposes aforesaid to cut and construct races, drains, dams, reservoirs, roads and tramways;
 - (3) To sell and dispose of the minerals obtained, from the land in pursuance of this lease or to utilise any such minerals for any commercial or industrial purpose.
3. This lease shall be for a term of **13 years and 191 days** ("the term") commencing on the **twenty-third day of January 2008**.
4. The Lessee shall use the land for the purposes of mining therein and thereon for minerals as specified in the First Schedule hereto, together with the rights and liberties hereinbefore granted and for no other purpose.
5. The Lessee shall pay to the Minister:-
 - (1) In advance a yearly rental fee as prescribed by the Regulations for each year during the term commencing on the **twenty-third day of January** or such other date as agreed to by the Minister upon renewal; and,
 - (2) A further sum during the term, being a royalty on the minerals recovered under the Lease as provided for by the Act.
6. The Lessee hereby further covenants with the Minister as follows:
 - (1) to pay or cause to be paid to the Director of Mines ("the Director") at the offices of the Department of Primary Industries and Resources South Australia on behalf of the Minister, the rent and other sum hereby reserved at the times and in the manner hereinbefore appointed for payment thereof free and clear of all rates, taxes, impositions, outgoings and deductions whatsoever;

REF: T02633

Received by _____ Date _____
 RevN (1) R' _____ Ex 11796315
 Orig (copy) 1 (1) _____ copies
 Consist _____
 SA Property (1) (1) _____
 SD _____ ITO Fees _____
 Int _____ Per. Add'l Tax _____
 St _____ Pa 12 308

- (2) to pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land:
- (3) to maintain in position all posts, boundary indicator markers and notices required by the Regulations to be erected or placed on the land in the manner prescribed by the Act and the Regulations:
- (4) to mine the land in a fair, orderly, skilful and workmanlike manner in accordance with the First Schedule hereto and bona fide exclusively for the purpose for which it is demised so as to effect maximum recovery of the mineral resources consistent with economic practicability:
- (5) to supply the Director, forthwith upon written request, with a copy of such records kept pursuant to Section 77 of the Act:
- (6) to make a survey of the land and cause a map or plan of such survey to be sent to the Director whenever the Director so requires, and any and every such survey shall be at the Lessee's own cost and, shall be carried out in the manner required by the regulations (whether under the Act or otherwise):
- (7) at all times to keep and preserve the mines and premises in good order, repair and condition and in such good order, repair and condition at the end or other sooner determination of the term deliver peaceable possession thereof and of all and singular the land hereby leased unto the Minister or to some officer duly authorised by him to receive possession thereof:
- (8) to furnish all returns prescribed by the Act and Regulations:
- (9) to 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 Lessee:
- (10) not to use or occupy the land or permit the same to be used or occupied otherwise than for the purpose of exercising the rights and liberties hereinbefore granted without first obtaining the written consent of the Minister:
- (11) not to assign, transfer, sublet the land, or make the land the subject of any trust or other dealing, whether directly or indirectly, for the whole or any part of the term without first obtaining the written consent of the Minister:
- (12) to observe, perform and carry out the provisions of the Act and Regulations and the provisions of any other Act or regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
- (13) to perform and comply with all of the conditions set out in the Second Schedule annexed hereto:
- (14) to permit the Minister or the Director or any person duly appointed by either of them at all proper and reasonable times without any interruption from the Lessee or the Lessee's agents or servants to enter into and upon the land to view and examine the mining operations conducted in pursuance of this lease and to use all reasonable means to achieve such purpose and to examine and take extracts from all books, accounts, vouchers or documents appertaining to the Lessee's mining operations in pursuance of this lease:
- (15) that the Minister, may at any time, require the Lessee to pay to any person an amount of compensation, stipulated by the Minister, to which that person is, in the opinion of the Minister, entitled in consequence of the conduct of mining operations in pursuance of this lease and the Lessee shall comply forthwith with such requirement:
- (16) that if the Lessee shall fail to comply with any covenant, conditions or proviso herein contained this lease shall be liable to forfeiture in the manner hereinafter provided:

(17) that if the rent or royalty shall be in arrear and unpaid for more than three calendar months after the day on which the same is payable it shall be lawful for the Minister to cancel this lease and the Minister may thereupon insert a notice in the *Government Gazette* declaring this lease to be forfeited:

(18) that if the Minister has reason to believe that there has been a breach of or non-compliance with any of the covenants, conditions or provisos herein contained, other than a breach of the covenant for payment of the rent or royalty, the Minister may give or cause to be given by any duly authorised officer of the Minister, written notice to the Lessee specifying the covenants, conditions or provisos which he has reason to believe are not being complied with and notifying the Lessee that this lease will be liable to forfeiture at the expiration of one month from the date of such notice unless in the meantime such covenant, conditions or provisos are duly complied with and if at the expiration of such notice such covenants, conditions or provisos are still not being complied with by the Lessee, the Minister may cancel this lease notwithstanding that the rent or royalty payable under this lease for the period during which such breach is committed may have been paid and notwithstanding any implied waiver of such breach by the Minister and the Minister shall thereupon cause to be inserted by any duly authorised officer of the Minister a notice in the *Government Gazette* declaring this lease to be forfeited. In case of a breach of the covenant for payment of the rent or royalty the Minister may exercise the power of cancellation without giving the written notice hereinbefore mentioned:

(19) that a notice of forfeiture as hereinbefore mentioned in the last two preceding provisos so published in the *Government Gazette* shall be taken to be conclusive evidence that this lease has been legally cancelled and forfeited:

7. Any notice to be given to or demand to be made upon the Lessee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Lessee at the address of the Lessee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Lessee within three days following the day on which the envelope containing such notice or demand is posted.
8. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in these presents, 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 –

- (i) "amendment" includes an addition, excision or substitution;
- (ii) "the land" includes any part thereof;
- (iii) "the Lessee" means and includes:
 - (a) in the case of a natural person the executors, administrators and assigns of that person;
 - (b) in the case of a body corporate the successors, administrators or permitted assigns thereof;
- (iv) "the Regulations" means the Regulations under the Act in force for the time being;
- (v) "the term" includes any renewal or extension thereof.

ANNEXURE 'A'

OUT OF HUNDREDS (BILLA KALINA)



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. Mining operations authorised by this lease must be only for the recovery of gravel and sand.
2. The Lessee must keep accurate records of the quantity, value and manner of disposition of all minerals mined and, whenever required to do so, submit the records for inspection by any person authorised by the Minister.
3. The Lessee must ensure that mining operations on the land are carried out in an orderly and skilful manner in accordance with a mining and rehabilitation program (MARF) approved, from time to time, by the Minister.

The Lessee must ensure that as part of mine closure, the land disturbed by mining is rehabilitated to a post mining land use as specified in the MARF

The Lessee must not conduct any mining operations on the land until a MARF prepared in accordance with PIRSA guidelines, has been approved by the Minister.

4. The MARF must comply with the requirements of guidelines approved by the Chief Inspector of Mines and include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
5. The Lessee agrees to the approved MARF being made available for public inspection.
6. The Lessee must demonstrate upon request and to the Chief Inspector of Mines, the Lessee's capability and competence to comply with the requirements of the Mining Act, 1971, the conditions of this lease, and the MARF
7. The Lessee must provide to the Chief Inspector of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the lease and compliance with the approved MARF. The MARCR must be submitted every year, within 2 months after the anniversary of the date the lease was granted, or at some other time agreed with the Chief Inspector of Mines in accordance with guidelines approved by the Chief Inspector of Mines. The Lessee agrees to the MARCR being made available for public inspection.
8. The Lessee must, if requested by the Chief Inspector of Mines, undertake an independent audit of achievement of the environmental outcomes in the MARF, by an independent expert approved by the Chief Inspector of Mines. The audit will be made available to the public, in a manner and form as determined by the Chief Inspector of Mines.

9. The Lessee must provide to PIRSA a Mine Completion Report prior to lease relinquishment, in accordance with guidelines approved by the Chief Inspector of Mines.
10. The Lessee must ensure that all employees and contractors on-site are properly advised and trained to ensure that all mining operations are carried out in accordance with the requirements of the Aboriginal Heritage Act, 1988.
11. The Lessee must, prior to commencing operations under this lease and for the duration of the lease, maintain public liability insurance to cover operations under the lease (including sudden and accidental pollution) in the name of the lessee for a sum not less than \$ 20 million or such greater sum as specified by the Chief Inspector of Mines, and make such amendments to the terms and conditions of the insurance as the Chief Inspector of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Chief Inspector of Mines upon request.

In specifying the level of insurance required, the Chief Inspector of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the lessee may or may not respond to any loss, damage or liability.

SECOND SCHEDULE

1. The Lessee must ensure that all terminal faces are formed (as part of mining) to a gradient not steeper than 1 vertical to 3 horizontal (18.4°) to blend with the local topography and drainage system.
2. The Lessee must ensure that topsoil is removed and stockpiled prior to carrying out any mining activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
3. The Lessee must ensure that (subject to practical limitations imposed by the current and future mining operations and seasonal conditions) all land disturbed by mining is progressively rehabilitated progressively re-spread with topsoil and re-vegetated to prevent soil erosion to the satisfaction of the Chief Inspector of Mines.

4. The Lessee must notify the Chief Inspector of Mines as soon as practical if any of the following significant incidents occur within the tenement area:
 - Any fires caused by mining operations;
 - Any unauthorised entry to site by member of the public, or breach of security measures;
 - Any fatality or injury to an employee, contractor or member of the public caused by mining operations (including by truck movements).
5. The Lessee must operate in a manner that will minimise the spread of weeds and plant pathogens and ensure that all employees and contractors on-site are fully aware of this requirement.
6. The Lessee must ensure that dust from the operation be effectively controlled and managed.

EXECUTED

this

12th

day of

March

2008

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority



signature

Name: HELEN TYRTEOS
Title: MINING REGISTRAR

SIGNED SEALED AND DELIVERED BY
THE LESSEE/S

this

23rd

day of

FEBRUARY

2008

the Common seal of Oxiana Prominent Hill Operations Pty Ltd ACN 091 546 691
was hereto affixed by

DIRECTOR/SECRETARY

DIRECTOR



INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$81.00

MINING LEASE

Extractive Minerals Lease Number 6300

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian *Mining Act 1971* ("the Act") and the Regulations hereby leases to **Oxiana Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Lessee") of **Level 9, 31 Queen Street MELBOURNE** in the state of Victoria all those lands containing **1.8 hectares** or thereabouts and situate **Block 473 OH (Billakalina) McDouall Peak Station** in the State of South Australia more particularly described and delineated on the plan annexed hereto and marked 'A' ("the land") and being mineral lands within the meaning of the Act.
2. The Lessee together with his servants and agents shall have the following rights and liberties during the continuance of this lease, namely:
 - (1) to conduct mining operations and obtain for the Lessee's own use and benefit the minerals as specified in the First Schedule hereto, in the manner described in the Second Schedule
 - (2) for or incidental to the purposes aforesaid to cut and construct races, drains, dams, reservoirs, roads and tramways;
 - (3) To sell and dispose of the minerals obtained, from the land in pursuance of this lease or to utilise any such minerals for any commercial or industrial purpose.
3. This lease shall be for a term of **13 years and 191 days** ("the term") commencing on the **twenty-third day of January 2008**.
4. The Lessee shall use the land for the purposes of mining therein and thereon for minerals as specified in the First Schedule hereto, together with the rights and liberties hereinbefore granted and for no other purpose.
5. The Lessee shall pay to the Minister:-
 - (1) In advance a yearly rental fee as prescribed by the Regulations for each year during the term commencing on the **twenty-third day of January** or such other date as agreed to by the Minister upon renewal; and,
 - (2) A further sum during the term, being a royalty on the minerals recovered under the Lease as provided for by the Act.
6. The Lessee hereby further covenants with the Minister as follows:
 - (1) to pay or cause to be paid to the Director of Mines ("the Director") at the offices of the Department of Primary Industries and Resources South Australia on behalf of the Minister, the rent and other sum hereby reserved at the times and in the manner hereinbefore appointed for payment thereof free and clear of all rates, taxes, impositions, outgoings and deductions whatsoever;

REF: T02633

Revenues & Stamp Duty	ARN 10 46 316 865
RevNett LTR Fund	EX 117963763
Orig Copy	0001
Consideration Value \$	0
SA Proportion \$	0
SD \$	0
Int \$	0
Stamp Duty Tax	0
Signature	1938

- (2) to pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land:
- (3) to maintain in position all posts, boundary indicator markers and notices required by the Regulations to be erected or placed on the land in the manner prescribed by the Act and the Regulations:
- (4) to mine the land in a fair, orderly, skilful and workmanlike manner in accordance with the First Schedule hereto and bona fide exclusively for the purpose for which it is demised so as to effect maximum recovery of the mineral resources consistent with economic practicability:
- (5) to supply the Director, forthwith upon written request, with a copy of such records kept pursuant to Section 77 of the Act:
- (6) to make a survey of the land and cause a map or plan of such survey to be sent to the Director whenever the Director so requires, and any and every such survey shall be at the Lessee's own cost and, shall be carried out in the manner required by the regulations (whether under the Act or otherwise):
- (7) at all times to keep and preserve the mines and premises in good order, repair and condition and in such good order, repair and condition at the end or other sooner determination of the term deliver peaceable possession thereof and of all and singular the land hereby leased unto the Minister or to some officer duly authorised by him to receive possession thereof:
- (8) to furnish all returns prescribed by the Act and Regulations:
- (9) to 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 Lessee:
- (10) not to use or occupy the land or permit the same to be used or occupied otherwise than for the purpose of exercising the rights and liberties hereinbefore granted without first obtaining the written consent of the Minister:
- (11) not to assign, transfer, sublet the land, or make the land the subject of any trust or other dealing, whether directly or indirectly, for the whole or any part of the term without first obtaining the written consent of the Minister:
- (12) to observe, perform and carry out the provisions of the Act and Regulations and the provisions of any other Act or regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
- (13) to perform and comply with all of the conditions set out in the Second Schedule annexed hereto:
- (14) to permit the Minister or the Director or any person duly appointed by either of them at all proper and reasonable times without any interruption from the Lessee or the Lessee's agents or servants to enter into and upon the land to view and examine the mining operations conducted in pursuance of this lease and to use all reasonable means to achieve such purpose and to examine and take extracts from all books, accounts, vouchers or documents appertaining to the Lessee's mining operations in pursuance of this lease:
- (15) that the Minister, may at any time, require the Lessee to pay to any person an amount of compensation, stipulated by the Minister, to which that person is, in the opinion of the Minister, entitled in consequence of the conduct of mining operations in pursuance of this lease and the Lessee shall comply forthwith with such requirement:
- (16) that if the Lessee shall fail to comply with any covenant, conditions or proviso herein contained this lease shall be liable to forfeiture in the manner hereinafter provided:

(17) that if the rent or royalty shall be in arrear and unpaid for more than three calendar months after the day on which the same is payable it shall be lawful for the Minister to cancel this lease and the Minister may thereupon insert a notice in the *Government Gazette* declaring this lease to be forfeited:

(18) that if the Minister has reason to believe that there has been a breach of or non-compliance with any of the covenants, conditions or provisos herein contained, other than a breach of the covenant for payment of the rent or royalty, the Minister may give or cause to be given by any duly authorised officer of the Minister, written notice to the Lessee specifying the covenants, conditions or provisos which he has reason to believe are not being complied with and notifying the Lessee that this lease will be liable to forfeiture at the expiration of one month from the date of such notice unless in the meantime such covenant, conditions or provisos are duly complied with and if at the expiration of such notice such covenants, conditions or provisos are still not being complied with by the Lessee, the Minister may cancel this lease notwithstanding that the rent or royalty payable under this lease for the period during which such breach is committed may have been paid and notwithstanding any implied waiver of such breach by the Minister and the Minister shall thereupon cause to be inserted by any duly authorised officer of the Minister a notice in the *Government Gazette* declaring this lease to be forfeited. In case of a breach of the covenant for payment of the rent or royalty the Minister may exercise the power of cancellation without giving the written notice hereinbefore mentioned:

(19) that a notice of forfeiture as hereinbefore mentioned in the last two preceding provisos so published in the *Government Gazette* shall be taken to be conclusive evidence that this lease has been legally cancelled and forfeited:

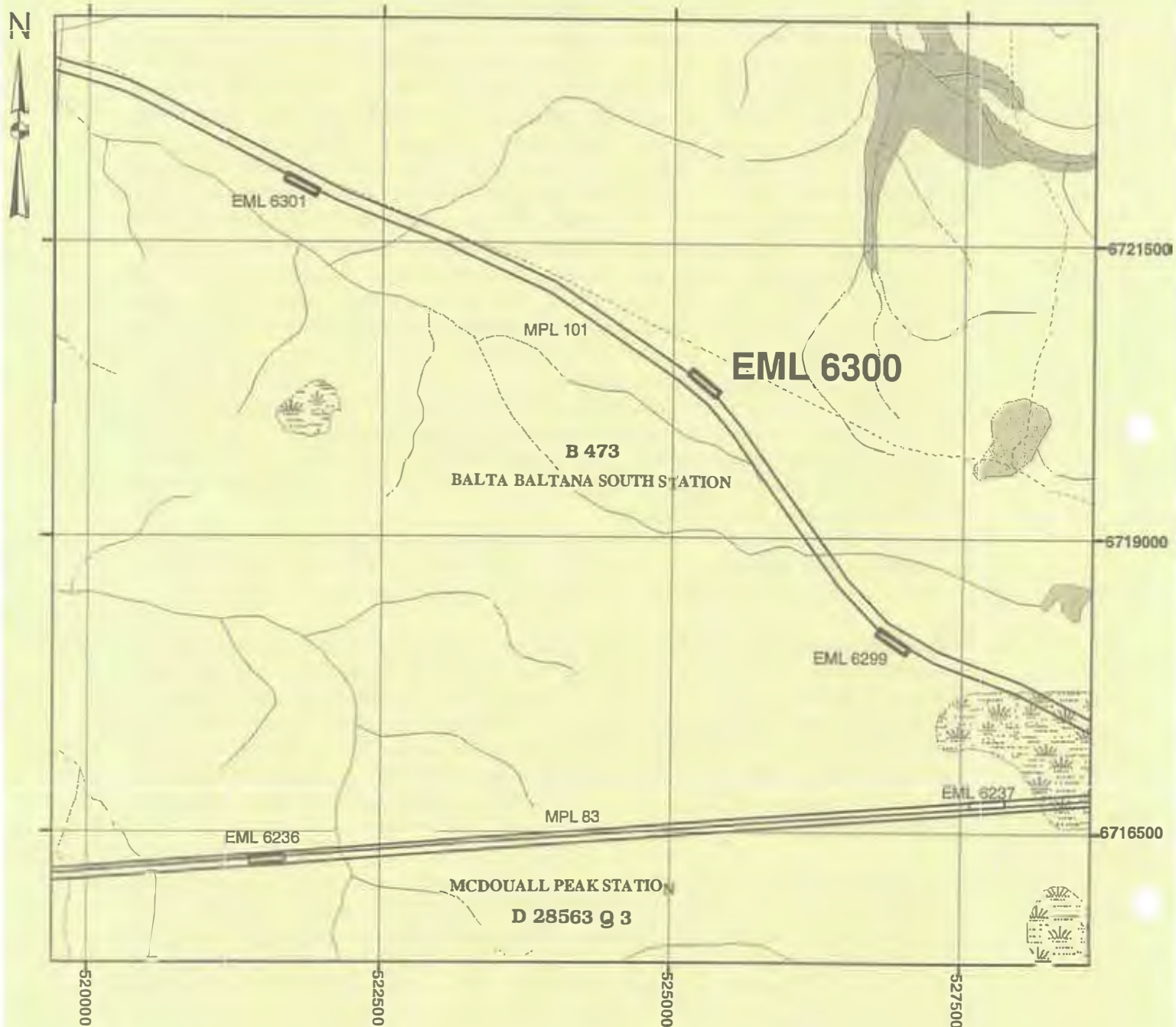
7. Any notice to be given to or demand to be made upon the Lessee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Lessee at the address of the Lessee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Lessee within three days following the day on which the envelope containing such notice or demand is posted.

8. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in these presents, 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 –

- (i) "amendment" includes an addition, excision or substitution;
- (ii) "the land" includes any part thereof;
- (iii) "the Lessee" means and includes:
 - (a) in the case of a natural person the executors, administrators and assigns of that person;
 - (b) in the case of a body corporate the successors, administrators or permitted assigns thereof;
- (iv) "the Regulations" means the Regulations under the Act in force for the time being;
- (v) "the term" includes any renewal or extension thereof.

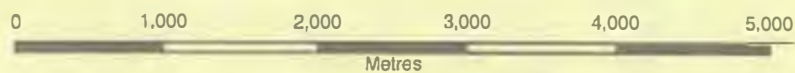
ANNEXURE 'A'

OUT OF HUNDREDS (BILLA KALINA)



SCALE

1 : 50 000



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. Mining operations authorised by this lease must be only for the recovery of gravel and sand.
2. The Lessee must keep accurate records of the quantity, value and manner of disposition of all minerals mined and, whenever required to do so, submit the records for inspection by any person authorised by the Minister.
3. The Lessee must ensure that mining operations on the land are carried out in an orderly and skilful manner in accordance with a mining and rehabilitation program (MARP) approved, from time to time, by the Minister.

The Lessee must ensure that as part of mine closure, the land disturbed by mining is rehabilitated to a post mining land use as specified in the MARP

The Lessee must not conduct any mining operations on the land until a MARP prepared in accordance with PIRSA guidelines, has been approved by the Minister.

4. The MARP must comply with the requirements of guidelines approved by the Chief Inspector of Mines and include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
5. The Lessee agrees to the approved MARP being made available for public inspection.
6. The Lessee must demonstrate upon request and to the Chief Inspector of Mines, the Lessee's capability and competence to comply with the requirements of the Mining Act, 1971, the conditions of this lease, and the MARP
7. The Lessee must provide to the Chief Inspector of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the lease and compliance with the approved MARP. The MARCR must be submitted every year, within 2 months after the anniversary of the date the lease was granted, or at some other time agreed with the Chief Inspector of Mines in accordance with guidelines approved by the Chief Inspector of Mines. The Lessee agrees to the MARCR being made available for public inspection.
8. The Lessee must, if requested by the Chief Inspector of Mines, undertake an independent audit of achievement of the environmental outcomes in the MARP, by an independent expert approved by the Chief Inspector of Mines. The audit will be made available to the public, in a manner and form as determined by the Chief Inspector of Mines.

9. The Lessee must provide to PIRSA a Mine Completion Report prior to lease relinquishment, in accordance with guidelines approved by the Chief Inspector of Mines.
10. The Lessee must ensure that all employees and contractors on-site are properly advised and trained to ensure that all mining operations are carried out in accordance with the requirements of the Aboriginal Heritage Act, 1988.
11. The Lessee must, prior to commencing operations under this lease and for the duration of the lease, maintain public liability insurance to cover operations under the lease (including sudden and accidental pollution) in the name of the lessee for a sum not less than \$ 20 million or such greater sum as specified by the Chief Inspector of Mines, and make such amendments to the terms and conditions of the insurance as the Chief Inspector of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Chief Inspector of Mines upon request.

In specifying the level of insurance required, the Chief Inspector of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the lessee may or may not respond to any loss, damage or liability.

SECOND SCHEDULE

1. The Lessee must ensure that all terminal faces are formed (as part of mining) to a gradient not steeper than 1 vertical to 3 horizontal (18.4°) to blend with the local topography and drainage system.
2. The Lessee must ensure that topsoil is removed and stockpiled prior to carrying out any mining activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
3. The Lessee must ensure that (subject to practical limitations imposed by the current and future mining operations and seasonal conditions) all land disturbed by mining is progressively rehabilitated progressively re-spread with topsoil and re-vegetated to prevent soil erosion to the satisfaction of the Chief Inspector of Mines.

4. The Lessee must notify the Chief Inspector of Mines as soon as practical if any of the following significant incidents occur within the tenement area:
- Any fires caused by mining operations;
 - Any unauthorised entry to site by member of the public, or breach of security measures;
 - Any fatality or injury to an employee, contractor or member of the public caused by mining operations (including by truck movements).
 - The Lessee must operate in a manner that will minimise the spread of weeds and plant pathogens and ensure that all employees and contractors on-site are fully aware of this requirement.
5. The Lessee must ensure that dust from the operation be effectively controlled and managed.

EXECUTED

this

12th

day of

2008

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority



signature

Name **HELEN TYRTEOS**
Title **MINING REGISTRAR**

SIGNED SEALED AND DELIVERED BY
THE LESSEE/S

this

28th

day of

FEBRUARY

2008

the Common seal of **Oxiana Prominent Hill Operations Pty Ltd ACN 091 546 691**
was hereto affixed by

.....
DIRECTOR/SECRETARY

.....
DIRECTOR



INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$81.00

MINING LEASE

Extractive Minerals Lease Number 6301

1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian *Mining Act 1971* ("the Act") and the Regulations hereby leases to **Oxiana Prominent Hill Operations Pty Ltd (ACN 091 546 691)** ("the Lessee") of **Level 9, 31 Queen Street MELBOURNE** in the state of Victoria all those lands containing **1.8 hectares** or thereabouts and situate **Block 473 OH (Billakalina) McDouall Peak Station** in the State of South Australia more particularly described and delineated on the plan annexed hereto and marked 'A' ("the land") and being mineral lands within the meaning of the Act.
2. The Lessee together with his servants and agents shall have the following rights and liberties during the continuance of this lease, namely:
 - (1) to conduct mining operations and obtain for the Lessee's own use and benefit the minerals as specified in the First Schedule hereto, in the manner described in the Second Schedule
 - (2) for or incidental to the purposes aforesaid to cut and construct races, drains, dams, reservoirs, roads and tramways;
 - (3) To sell and dispose of the minerals obtained, from the land in pursuance of this lease or to utilise any such minerals for any commercial or industrial purpose.
3. This lease shall be for a term of **13 years and 191 days** ("the term") commencing on the **twenty-third day of January 2008**.
4. The Lessee shall use the land for the purposes of mining therein and thereon for minerals as specified in the First Schedule hereto, together with the rights and liberties hereinbefore granted and for no other purpose.
5. The Lessee shall pay to the Minister:-
 - (1) In advance a yearly rental fee as prescribed by the Regulations for each year during the term commencing on the **twenty-third day of January** or such other date as agreed to by the Minister upon renewal; and,
 - (2) A further sum during the term, being a royalty on the minerals recovered under the Lease as provided for by the Act.
6. The Lessee hereby further covenants with the Minister as follows:
 - (1) to pay or cause to be paid to the Director of Mines ("the Director") at the offices of the Department of Primary Industries and Resources South Australia on behalf of the Minister, the rent and other sum hereby reserved at the times and in the manner hereinbefore appointed for payment thereof free and clear of all rates, taxes, impositions, outgoings and deductions whatsoever;

REF: T02633

RevenueSA	10/10/08	ABN 10 101 101 101	10/10/08
RevNet13/14	10/10/08	10/10/08	10/10/08
Orig Copy	1	1	1
Consideration	10/10/08	10/10/08	10/10/08
SA proportion	10/10/08	10/10/08	10/10/08
SD	10/10/08	10/10/08	10/10/08
Int S	10/10/08	10/10/08	10/10/08
Signature	10/10/08	10/10/08	10/10/08

- (2) to pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land:
- (3) to maintain in position all posts, boundary indicator markers and notices required by the Regulations to be erected or placed on the land in the manner prescribed by the Act and the Regulations:
- (4) to mine the land in a fair, orderly, skilful and workmanlike manner in accordance with the First Schedule hereto and bona fide exclusively for the purpose for which it is demised so as to effect maximum recovery of the mineral resources consistent with economic practicability:
- (5) to supply the Director, forthwith upon written request, with a copy of such records kept pursuant to Section 77 of the Act:
- (6) to make a survey of the land and cause a map or plan of such survey to be sent to the Director whenever the Director so requires, and any and every such survey shall be at the Lessee's own cost and, shall be carried out in the manner required by the regulations (whether under the Act or otherwise):
- (7) at all times to keep and preserve the mines and premises in good order, repair and condition and in such good order, repair and condition at the end or other sooner determination of the term deliver peaceable possession thereof and of all and singular the land hereby leased unto the Minister or to some officer duly authorised by him to receive possession thereof:
- (8) to furnish all returns prescribed by the Act and Regulations:
- (9) to 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 Lessee:
- (10) not to use or occupy the land or permit the same to be used or occupied otherwise than for the purpose of exercising the rights and liberties hereinbefore granted without first obtaining the written consent of the Minister:
- (11) not to assign, transfer, sublet the land, or make the land the subject of any trust or other dealing, whether directly or indirectly, for the whole or any part of the term without first obtaining the written consent of the Minister:
- (12) to observe, perform and carry out the provisions of the Act and Regulations and the provisions of any other Act or regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands:
- (13) to perform and comply with all of the conditions set out in the Second Schedule annexed hereto:
- (14) to permit the Minister or the Director or any person duly appointed by either of them at all proper and reasonable times without any interruption from the Lessee or the Lessee's agents or servants to enter into and upon the land to view and examine the mining operations conducted in pursuance of this lease and to use all reasonable means to achieve such purpose and to examine and take extracts from all books, accounts, vouchers or documents appertaining to the Lessee's mining operations in pursuance of this lease:
- (15) that the Minister, may at any time, require the Lessee to pay to any person an amount of compensation, stipulated by the Minister, to which that person is, in the opinion of the Minister, entitled in consequence of the conduct of mining operations in pursuance of this lease and the Lessee shall comply forthwith with such requirement:
- (16) that if the Lessee shall fail to comply with any covenant, conditions or proviso herein contained this lease shall be liable to forfeiture in the manner hereinafter provided:

- (17) that if the rent or royalty shall be in arrear and unpaid for more than three calendar months after the day on which the same is payable it shall be lawful for the Minister to cancel this lease and the Minister may thereupon insert a notice in the *Government Gazette* declaring this lease to be forfeited:
- (18) that if the Minister has reason to believe that there has been a breach of or non-compliance with any of the covenants, conditions or provisos herein contained, other than a breach of the covenant for payment of the rent or royalty, the Minister may give or cause to be given by any duly authorised officer of the Minister, written notice to the Lessee specifying the covenants, conditions or provisos which he has reason to believe are not being complied with and notifying the Lessee that this lease will be liable to forfeiture at the expiration of one month from the date of such notice unless in the meantime such covenant, conditions or provisos are duly complied with and if at the expiration of such notice such covenants, conditions or provisos are still not being complied with by the Lessee, the Minister may cancel this lease notwithstanding that the rent or royalty payable under this lease for the period during which such breach is committed may have been paid and notwithstanding any implied waiver of such breach by the Minister and the Minister shall thereupon cause to be inserted by any duly authorised officer of the Minister a notice in the *Government Gazette* declaring this lease to be forfeited. In case of a breach of the covenant for payment of the rent or royalty the Minister may exercise the power of cancellation without giving the written notice hereinbefore mentioned:
- (19) that a notice of forfeiture as hereinbefore mentioned in the last two preceding provisos so published in the *Government Gazette* shall be taken to be conclusive evidence that this lease has been legally cancelled and forfeited:
7. Any notice to be given to or demand to be made upon the Lessee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Lessee at the address of the Lessee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Lessee within three days following the day on which the envelope containing such notice or demand is posted.
8. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in these presents, 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 –
- (i) "amendment" includes an addition, excision or substitution;
 - (ii) "the land" includes any part thereof;
 - (iii) "the Lessee" means and includes:
 - (a) in the case of a natural person the executors, administrators and assigns of that person;
 - (b) in the case of a body corporate the successors, administrators or permitted assigns thereof;
 - (iv) "the Regulations" means the Regulations under the Act in force for the time being;
 - (v) "the term" includes any renewal or extension thereof.

ANNEXURE 'A'

OUT OF HUNDREDS (BILLA KALINA)



SCALE

1 : 50 000



Data supplied by lessee
Coordinates MGA Zone 53

FIRST SCHEDULE

1. Mining operations authorised by this lease must be only for the recovery of gravel and sand.
2. The Lessee must keep accurate records of the quantity, value and manner of disposition of all minerals mined and, whenever required to do so, submit the records for inspection by any person authorised by the Minister.
3. The Lessee must ensure that mining operations on the land are carried out in an orderly and skilful manner in accordance with a mining and rehabilitation program (MARF) approved, from time to time, by the Minister.

The Lessee must ensure that as part of mine closure, the land disturbed by mining is rehabilitated to a post mining land use as specified in the MARF

The Lessee must not conduct any mining operations on the land until a MARF prepared in accordance with PIRSA guidelines, has been approved by the Minister.

4. The MARF must comply with the requirements of guidelines approved by the Chief Inspector of Mines and include environmental objectives and criteria that are developed in consultation with relevant stakeholders.
5. The Lessee agrees to the approved MARF being made available for public inspection.
6. The Lessee must demonstrate upon request and to the Chief Inspector of Mines, the Lessee's capability and competence to comply with the requirements of the Mining Act, 1971, the conditions of this lease, and the MARF
7. The Lessee must provide to the Chief Inspector of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the lease and compliance with the approved MARF. The MARCR must be submitted every year, within 2 months after the anniversary of the date the lease was granted, or at some other time agreed with the Chief Inspector of Mines in accordance with guidelines approved by the Chief Inspector of Mines. The Lessee agrees to the MARCR being made available for public inspection.
8. The Lessee must, if requested by the Chief Inspector of Mines, undertake an independent audit of achievement of the environmental outcomes in the MARF, by an independent expert approved by the Chief Inspector of Mines. The audit will be made available to the public, in a manner and form as determined by the Chief Inspector of Mines.

9. The Lessee must provide to PIRSA a Mine Completion Report prior to lease relinquishment, in accordance with guidelines approved by the Chief Inspector of Mines.
10. The Lessee must ensure that all employees and contractors on-site are properly advised and trained to ensure that all mining operations are carried out in accordance with the requirements of the Aboriginal Heritage Act, 1988.
11. The Lessee must, prior to commencing operations under this lease and for the duration of the lease, maintain public liability insurance to cover operations under the lease (including sudden and accidental pollution) in the name of the lessee for a sum not less than \$ 20 million or such greater sum as specified by the Chief Inspector of Mines, and make such amendments to the terms and conditions of the insurance as the Chief Inspector of Mines may require.

A copy of the cover note of certificate of currency for the insurance must be provided to the Chief Inspector of Mines upon request.

In specifying the level of insurance required, the Chief Inspector of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the lessee may or may not respond to any loss, damage or liability.

SECOND SCHEDULE

1. The Lessee must ensure that all terminal faces are formed (as part of mining) to a gradient not steeper than 1 vertical to 3 horizontal (18.4°) to blend with the local topography and drainage system.
2. The Lessee must ensure that topsoil is removed and stockpiled prior to carrying out any mining activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
3. The Lessee must ensure that (subject to practical limitations imposed by the current and future mining operations and seasonal conditions) all land disturbed by mining is progressively rehabilitated progressively re-spread with topsoil and re-vegetated to prevent soil erosion to the satisfaction of the Chief Inspector of Mines.

4. The Lessee must notify the Chief Inspector of Mines as soon as practical if any of the following significant incidents occur within the tenement area:
 - Any fires caused by mining operations;
 - Any unauthorised entry to site by member of the public, or breach of security measures;
 - Any fatality or injury to an employee, contractor or member of the public caused by mining operations (including by truck movements).
5. The Lessee must operate in a manner that will minimise the spread of weeds and plant pathogens and ensure that all employees and contractors on-site are fully aware of this requirement.
6. The Lessee must ensure that dust from the operation be effectively controlled and managed.

EXECUTED

this

12th

day of

March

2008

SIGNED for and on behalf of the
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
under delegated authority


signature

Name **HELEN TYRTEOS**
Title **MINING REGISTRAR**



**SIGNED SEALED AND DELIVERED BY
THE LESSEE/S**

this

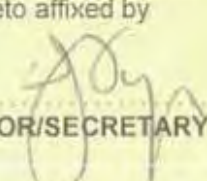
28th

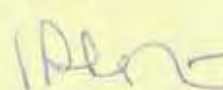
day of

FEBRUARY

2008

the Common seal of **Oxiana Prominent Hill Operations Pty Ltd ACN 091 546 691**
was hereto affixed by


DIRECTOR/SECRETARY


DIRECTOR



INSTRUMENTS

Rental at commencement of lease
for stamp duty assessment.

\$81.00



Appendix B

Grouped Conditions

Table Appendix B.1 | Grouped Lease Conditions

Original Lease Conditions Numbers for all Tenements	Category	Grouped Condition No.	Grouped Lease Conditions
ML 6228: SC2.43, SC2.45 MPL 91, 96, 97, 101: SC2.2 MPL 93–94: SC2.2	Bond	GC01	The Lessee/Licensee must, before commencing operations under this lease/licence, lodge a Rehabilitation Bond (Bond) in accordance with section 62 of the <i>Mining Act 1971</i> of such an amount of the surety as determined from time to time by the Minister, to cover the full cost of rehabilitation liability assessed by an independent third party at any time. In requesting a review of the bond, the Minister may request that written quotes from a third party are obtained by the lessee/licensee for the cost of rehabilitating the site to the requirements specified in the approved PEPR. The Licensee must meet all the charges and costs in obtaining and maintaining the Bond.
ML 6228: SC2.46, SC2.47	Bond	GC02	The Bond will not be refunded until the Minister is satisfied the completion criteria as stated in the approved PEPR, have been met. The Lessee must provide an audit of the achievement of the applicable completion criteria, to be carried out by an independent auditor approved by the Minister.
ML 6228: SC2.44 MPL 112–117: SC1.13 MPL 119–122: SC1.14	Bond	GC03	In requesting a review of the bond required under the <i>Mining Act 1971</i>, the Minister may request that written quotes from a third party are obtained by the Lessee/Licensee for the cost of rehabilitating the site to requirements specified in the approved PEPR. The Lessee/Licensee must meet all the charges and costs in obtaining and maintaining the Bond.
MPL 81–82: SC1.1 MPL 83–84: SC1.1 MPL 93–94: SC1.1 MPL 91, 96, 97, 101: SC1.1 MPL 112–117: SC1.1 MPL 119–122: SC1.1	Construction	GC04	The Miscellaneous Purposes Licences (MPLs) are granted for the purposes of constructing and operating the following, for use in association with the mining operations known as the Prominent Hill Mine: • Site Access Road • Concentrate Export Road • Electricity Transmission Line • Borefields and associated infrastructure
ML 6228: SC2.33	Contaminated Land	GC05	The Lessee must ensure that all fuel and liquid chemical storage areas are bunded and lined in accordance with current EPA (South Australia) guidelines.
ML 6228: SC2.30 MPL 169–176: SC4.2	Contaminated Land	GC06	The Lessee must, in constructing, operating and post mine closure of ensure there is no post-closure soil contamination.
EML 6234: SC2.16 EML 6236–6242: SC2.16 EML 6278–6296: SC2.16 EML 6299–6301: SC2.16	Contaminated Land	GC07	The Lessee of active Extractive Mineral Leases (EMLs) must ensure that all water borne silt (or any other mining related contaminants) be contained on the mining lease EMLs.
ML 6228: SC2.38 EML 6234: SC2.18 EML 6236–6242: SC2.18 EML 6278–6296: SC2.18 EML 6299–6301: SC2.18 MPL 112–117: SC2.4 MPL 119–122: SC2.4 MPL 169–176: SC4.5	Cultural Heritage	GC08	The Lessee/Licensee must, in constructing, operating the lease/licence, ensure there is no disturbance to indigenous and non-indigenous artefacts or sites of significance unless prior approval under the relevant legislation (<i>Aboriginal Heritage Act 1988</i> or <i>Heritage Places Act 1993</i>) is obtained.
ML 6228: SC2.39 EML 6234: SC1.3 EML 6236–6242: SC1.3 EML 6278–6296: SC1.3 EML 6299–6301: SC1.3 MPL 81–82: SC1.3 MPL 83–84: SC1.3 MPL 93–94: SC1.3 MPL 91, 96, 97, 101: SC1.3	Cultural Heritage	GC09	The Lessee/Licensee must ensure that all employees and contractors on-site are properly advised of the significance of Aboriginal heritage and culture and are to take due care to preserve all Aboriginal Sites and Objects as defined by the <i>Aboriginal Heritage Act 1988</i>.
MPL 91: SC2.7	DTEI Agreement	GC10	The Licensee of Miscellaneous Purposes Licence (MPL) 91 must enter into a formal agreement with the Department of Transport, Energy and Infrastructure for construction, maintenance works and technical and operational issues regarding the Stuart Highway underpass. A copy of this formal agreement must be supplied to the Director of Mines and registered against the Miscellaneous Purposes Licence, prior to construction of the underpass.

Original Lease Conditions Numbers for all Tenements	Category	Grouped Condition No.	Grouped Lease Conditions
EML 6234: SC2.15 EML 6236–6242: SC2.15 EML 6278–6296: SC2.15 EML 6299–6301: SC2.15 MPL 93–94: SC2.5 MPL 91, 96, 97, 101: SC2.5 MPL 169–176: SC4.1	Dust	GC11	The Lessee/Licensee must ensure that dust from the operation be effectively controlled and managed.
ML 6228: SC2.27 MPL 112–117: SC2.5 MPL 169–176: SC4.6	Fauna	GC12	The Lessee/Licensee must, in constructing, operating the lease/licence, and post mine closure, ensure there is no significant adverse impact to the abundance and diversity of threatened or non-threatened native fauna species.
ML 6228: SC2.25	Flora	GC13	The Lessee must, in constructing, operating and post mine closure ensure there is no avoidable disturbance to vegetation.
ML 6228: SC2.24 MPL 112–117: SC2.6 MPL 169–176: SC4.7	Flora	GC14	The Lessee/Licensee must, in constructing, operating and lease/licence, and post mine closure, ensure there is no significant adverse impact on the abundance and diversity of threatened or non-threatened native flora species or communities
ML 6228: SC2.21 MPL 169–176: SC4.9	Flora and Fauna	GC15	The Lessee must, in constructing, operating and post mine closure ensure no long-term adverse effect on aquatic fauna and habitat biodiversity (including riparian vegetation) due to: • generation of fugitive sediment • miscellaneous chemicals • altered flow regime • seepage from Tailings Storage Facility • seepage from the process water dam • Acid Rock Drainage • pit water.
ML 6228: SC2.22	Groundwater	GC16	The Lessee must, in constructing, operating and post mine ensure there is no reduction in groundwater flows to Great Artesian Basin springs due to project water extraction.
ML 6228: SC2.23	Groundwater	GC17	The Lessee must, in constructing, operating and post mine closure ensure that is no reduction in the quantity and quality of water for existing users.
MPL 112–117: SC2.8 MPL 169–176: SC4.9	Groundwater and Surface Water	GC18	The Licensee must, in constructing and operating the Miscellaneous Purposes Licences, ensure that there is no adverse impact to the quality and quantity of groundwater and or surface water caused by mining operations to existing users and water dependent ecosystems.
ML 6228: SC2.37	Incident Reporting	GC19	The Lessee must, in constructing, operating and post mine closure ensure no significant adverse impacts on public roads, traffic and power supplies.
MPL 112–117: SC2.3	Infrastructure	GC20	The Licensee must, in constructing and operating the licence, ensure that there is no unauthorised damage to adjacent public or private infrastructure.
ML 6228: SC2.48, SC2.49, SC2.50 MPL 93–94: SC1.8 MPL 91, 96, 97, 101: SC1.8 MPL 112–117: SC1.11 MPL 119–122: SC1.12	Insurance PL	GC21	The Lessee/Licensee must, prior to commencing operations under this lease/licence and for the duration of the lease/licence, maintain public liability insurance to cover operations under the lease/licence (including sudden and accidental pollution) in the name of the Lessee/Licensee for a sum not less than \$20 million for Miscellaneous Purposes Licences, and \$50 million for Mining Lease 6228, or such greater sum as specified by the Director of Mines, and make such amendments to the terms and conditions of the insurance as the Director of Mines may require. A copy of the cover note of certificate of currency for the insurance must be provided to the Director of Mines upon request. If requested by the Director of Mines, the Lessee/Licensee must engage an independent and reputable risk assessor to prepare a risk assessment report detailing the public liability risks arising out of the conduct of mining operations on the Lease/Licence, and recommending the level of amount of public liability cover (in respect of any one occurrence) that should be effected and maintained by the Lessee/Licensee. In preparing the risk assessment report, the assessor must consult with the landowner and the Director of Mines. In specifying the level of insurance required, the Director of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of the insurance in respect of how the Lessee/Licensee may or may not respond to any loss, damage or liability.

Original Lease Conditions Numbers for all Tenements	Category	Grouped Condition No.	Grouped Lease Conditions
ML 6228: SC2.16	IWL	GC22	The Lessee must control erosion on the external slopes of the Integrated Waste Landform (IWL).
ML 6228: SC2.17	IWL	GC23	The Lessee must ensure that the slopes of the perimeter embankment on the Integrated Waste Landform (IWL) are stable post-closure even under seismic conditions.
ML 6228: SC2.18	IWL	GC24	The Lessee must take responsibility for the Integrated Waste Landform (IWL) (including the tailings) until such time that it can be demonstrated that the waste is in a form that is safe, non-polluting and stable post-closure, and will not cause any impacts to the surrounding environment, or create potential legacy issues for future generations.
ML 6228: SC2.19	IWL	GC25	The Lessee must undertake revegetation trials and if successful, incorporate revegetation of the Integrated Waste Landform (IWL) into the MARP closure plan.
ML 6228: SC2.15	IWL	GC26	The Integrated Waste Landform (IWL) must be designed, constructed, operated and decommissioned in accordance with Tailings Management Guidelines as approved from time to time by the Chief Inspector of Mines in consultation with the Environment Protection Authority.
MPL 119–122: SC2.2	Land Use and Soil Quality	GC27	Adjacent land use: The Licensee must in constructing and operating the Licence, ensure that there are no adverse impact to adjacent land use.
MPL 93–94: SC1.2 MPL 91, 96, 97, 101: SC1.2 MPL 112–117: SC1.2	Licence Review	GC28	If in the opinion of the Minister any Miscellaneous Purposes Licence (MPLs) associated with the Prominent Hill Mine, or scope of operations associated with MPLs, have been significantly modified, the Minister may review the applicable MPL conditions, including any bond under this MPL, and impose new licence conditions as necessary.
ML 6228: SC2.6, SC2.7, SC2.8, SC2.9, SC2.10, SC2.11 EML 6234: SC2.4, SC2.5, SC2.6, SC2.7, SC2.8 EML 6236–6242: SC2.4, SC2.5, SC2.6, SC2.7, SC2.8 EML 6278–6296: SC2.4, SC2.5, SC2.6, SC2.7, SC2.8 EML 6299–6301: SC2.4, SC2.5, SC2.6, SC2.7, SC2.8 MPL 81–82: SC2.4 MPL 83–84: SC2.4 MPL 93–94: SC1.7 MPL 91, 96, 97, 101: SC1.7 MPL 112–117: SC1.8 MPL 119–122: SC1.9	MARCR	GC29	The Lessee/Licensee must provide to the Director of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the Lease/Licence and compliance with the approved PEPR. The MARCR must be submitted every year, within 2 months after the anniversary of the date the Lease/Licence was granted, or at some time agreed with the Director of Mines in accordance with guidelines approved by the Director of Mines. The Lessee/Licensee agrees that the MARCR will be made available to the public in a manner and form as determined by the Director of Mines. The MARCR must include a geotechnical and operational audit of the Integrated Waste Landform undertaken by an independent certified geotechnical engineer.
ML 6228: SC1.2 MPL 112–117: SC1.6 MPL 119–122: SC1.8	MARP	GC30	The Lessee/Licensee must demonstrate upon request and to the Director of Mines, the Lessee/Licensee's capability and competence to comply with the requirements of the <i>Mining Act, 1971</i>, the conditions of this lease and the approved PEPR. This may be achieved by demonstrating aspects of the management system for the mine operations including: a. Work procedures and practices; b. Risk management system; c. Compliance monitoring system; d. Emergency response plans; e. Communication strategies to employees, contractors and visitors; f. Resources allocated to compliance monitoring activities; and g. Previous experience of operator.
MPL 112–117: SC1.7	MARP	GC31	The Licensee accepts that the Director of Mines may withdraw a PEPR approval applicable to the Miscellaneous Purposes if in the Director's opinion, the Licensee is not complying with the approval, or has not demonstrated satisfactory capability to comply with the approval.
MPL 112–117: SC1.3 MPL 119–122: SC1.2	MARP	GC32	The Licensee must not commence or undertake any operations on the land delineated by Miscellaneous Purposes Licences until a PEPR has been approved by the Minister and a bond has been paid in accordance with Section 62 of the <i>Mining Act 1971</i> .
ML 6228: SC2.1 EML 6234: SC2.1 EML 6236–6242: SC2.1 EML 6278–6296: SC2.1 EML 6299–6301: SC2.1	MARP	GC33	The Lessee/Licensee must ensure that the activities approved for the lease/licence are carried out in an orderly and skilful manner in accordance with a PEPR of the land approved, from time to time, by the Minister.

Original Lease Conditions Numbers for all Tenements	Category	Grouped Condition No.	Grouped Lease Conditions
MPL 81–82: SC2.1 MPL 83–84: SC2.1 MPL 93–94 MPL 91, 96, 97, 101 MPL 119–122: SC1.5			
ML 6228: SC2.4 EML 6234: SC2.3 EML 6236–6242: SC2.3 EML 6278–6296: SC2.3 EML 6299–6301: SC2.3 MPL 93–94: SC1.4 MPL 91, 96, 97, 101: SC1.4	MARP	GC34	The Lessee/Licensee must ensure that all land disturbed by operations conducted under this lease/licence is progressively rehabilitated in accordance with the approved PEPR, to an agreed post activity land use.
MPL 112–117: SC2.10	MARP	GC35	The PEPR must include additional leading indicator criteria for the following outcome: No adverse impact to the quality and quantity of groundwater and/or surface water caused by water extraction operations associated with Miscellaneous Purposes Licence to existing users and water dependent ecosystems.
ML 6228: SC2.14.4	MARP	GC36	The Lessee must not breach any environmental outcomes to be achieved as detailed in clauses 15 to 39 (GC05, 06, 12 to 17, 19, 22 to 26, 45, 46, 56, 63, 65)
ML 6228: SC2.2 EML 6234: SC2.2 EML 6236–6242: SC2.2 EML 6278–6296: SC2.2 EML 6299–6301: SC2.2 MPL 81–82: SC2.2 MPL 83–84: SC2.2 MPL 93–94: SC1.5 MPL 91, 96, 97, 101: SC1.5 MPL 112–117: SC1.4 MPL 119–122: SC1.3, SC1.4	MARP	GC37	The Lessee/Licensee must prepare a PEPR that complies with the requirements of guidelines approved by the Director of Mines and include environmental and mine closure outcomes and criteria that are developed in consultation with relevant stakeholders. Include: - specify parameters to be measured and monitored by the Lessee/Licensee - specify locations that the parameters will be measured, or how these locations will be determined - clearly state the acceptable values for demonstrating achievement of the outcome, with consideration of any inherent errors of measurement - specify the frequency of monitoring by the Lessee/Licensee - identify what background or control data are to be used and specify how it will be acquired (if necessary).
ML 6228: SC2.3 MPL 81–82: SC2.3 MPL 83–84: SC2.3 MPL 93–94: SC1.6 MPL 91, 96, 97, 101: SC1.6 MPL 112–117: SC1.5 MPL 119–122: SC1.7	MARP	GC38	The PEPR will at all times be available to the public in a form as determined by the Director of Mines.
MPL 119–122: SC1.6	MARP	GC39	The Licensee must review the PEPR as applicable to Miscellaneous Purposes Licence , on request of the Director of Mines within a time specified in the request and submit the revised PEPR for approval to the Director of Mines.
MPL 112–117: SC1.10 MPL 119–122: SC1.11	Mine Completion Report	GC40	At least 3 months prior to relinquishment or expiry of Miscellaneous Purposes Licences, the Licensee must provide to the Minister a Mine Completion Report prepared in consultation with the landowner and in accordance with guidelines approved by the Director of Mines, which demonstrates achievement of the closure criteria as specified in the current PEPR.
EML 6234: SC1.1 EML 6236–6242: SC1.1 EML 6278–6296: SC1.1 EML 6299–6301: SC1.1	Mining	GC41	Mining operations must be carried out for the recovery of gravel.
ML 6228: SC1.1	Mining	GC42	Mining operations may be carried out for the recovery of metallic mineral ores from the area of the lease.

Original Lease Conditions Numbers for all Tenements	Category	Grouped Condition No.	Grouped Lease Conditions
ML 6228: SC2.13 MPL 112–117: SC1.9 MPL 119–122: SC1.10	Outcomes Audit	GC43	The Lessee/Licensee must, if requested by the Director of Mines, undertake an independent audit of achievement of the following environmental outcomes in the PEPR, by an independent expert approved by the Director of Mines: - all outcomes associated with Miscellaneous Purposes Licences - outcomes associated with Mining Lease The audit will be made available to the public, in a manner and form as determined by the Director of Mines. Lessee/Licensee must meet all the charges and costs in obtaining the audit.
ML 6228: SC2.35 MPL 81–82: SC2.5 MPL 83–84: SC2.5 MPL 93–94: SC2.6 MPL 91, 96, 97, 101: SC2.6 MPL 112–117: SC2.2	Pastoralist	GC44	The Lessee/Licensee must regularly keep the land occupier fully advised of their program of activities, particularly in regard to the impact on the land and rehabilitation.
ML 6228: SC2.31	Pastoralist	GC45	The Lessee must, in constructing, operating and post mine closure ensure there is no adverse impact on pastoralists' incomes.
ML 6228: SC2.29	Radiation	GC46	The Lessee must, in constructing, operating and post mine closure ensure there is no adverse impacts on flora and fauna due to the release or accumulation of radionuclides into the environment.
ML 6228: SC2.12 EML 6234: SC2.9 EML 6236–6242: SC2.9 EML 6278–6296: SC2.9 EML 6299–6301: SC2.9	Record Keeping	GC47	The Lessee must keep accurate records of the quantity, value and manner of disposition of all minerals mined and, whenever required to do so, submit the records for inspection by any person authorised by the Minister.
ML 6228: SC2.5	MARP	GC48	The Lessee must incorporate the Ecosystem Function Analysis tool, or equivalent as approved by the Director of Mines, in the PEPR to monitor the performance of rehabilitation.
MPL 112–117: SC2.9	Rehabilitation and Closure	GC49	The Licensee of Miscellaneous Purposes Licence must demonstrate prior to licence expiry or surrender that the following outcomes will be achieved indefinitely post mine closure to the satisfaction of the Director of Mines: - The external visual amenity of the site is in accordance with the reasonable expectation of relevant stakeholders; - The risks to the health and safety of the public and fauna are as low as reasonably practical; - The site is ecologically stable and sustainable; - The site is physically stable; - All waste materials left onsite are chemically and physically stable; - Wells are decommissioned to the satisfaction of DEWNR.
EML 6234: SC1.2 EML 6236–6242: SC1.2 EML 6278–6296: SC1.2 EML 6299–6301: SC1.2 MPL 81–82: SC1.2 MPL 83–84: SC1.2	Rehabilitation and Closure	GC50	The Lessee/Licensee must ensure that as part of mine closure, the land disturbed by mining or associated activities on EMLs or MPLs is rehabilitated to a post mining land use as specified in the PEPR.
ML 6228: SC2.41	Rehabilitation and Closure	GC51	The Lessee must ensure that there is no ongoing pollution or unsafe or unstable land left upon mine closure.
ML 6228: SC2.40	Rehabilitation and Closure	GC52	The Lessee of must ensure upon mine closure, all plant and equipment (unless otherwise agreed with the Director of Mines) is removed from the site.
ML 6228: SC2.42	Rehabilitation and Closure	GC53	The Lessee must, on completion of mining, ensure that post-closure an adequate exclusion zone (such as a fence or bund) is implemented to reduced access and ensure the safety of stock, other animals and unauthorised persons, to the satisfaction of the Director of Mines.
MPL 119–122: SC2.1	Safety	GC54	The Licensee must in constructing and operating the MPL ensure that there are no public injuries and or deaths resulting from unauthorised entry to the site that could have been reasonably prevented.

Original Lease Conditions Numbers for all Tenements	Category	Grouped Condition No.	Grouped Lease Conditions
ML 6228: SC2.14.3 EML 6234: SC2.10.3 EML 6236–6242: SC2.10.3 EML 6278–6296: SC2.10.3 EML 6299–6301: SC2.10.3 MPL 169–176: SC4.3	Safety	GC55	The Lessee (EMLs and ML) must not cause any fatality or injury to an employee, contractor or member of the public by mining operations, including by truck movements.
ML 6228: SC2.20	SEB	GC56	Significant Environmental Benefit (SEB) Vegetation Offset Area: must submit a detailed Significant Environmental Benefit Offset Area Management Plan to the satisfaction of the Chief Inspector of Mines within 12 months from the grant of the lease. This must include an inventory of the flora and fauna within the offset site and a plan for the long-term future management and monitoring activities.
MPL 119–122: SC2.3 MPL 169–176: SC4.4	Property Damage	GC57	The Licensee of the MPL must, in constructing and operating the Licence, ensure that there is no unauthorised damage (including that caused by fire) to adjacent public or private property and infrastructure.
ML 6228: SC2.14.1 EML 6234: SC2.10.1 EML 6236–6242: SC2.10.1 EML 6278–6296: SC2.10.1 EML 6299–6301: SC2.10.1 MPL 112–117: SC2.1	Property Damage	GC58	The Lessee/Licensee must not cause any uncontrolled fires due to constructing and operating MPL or EML or ML operations.
EML 6234: SC2.11 EML 6236–6242: SC2.11 EML 6278–6296: SC2.11 EML 6299–6301: SC2.11	Topography and Drainage	GC59	The Lessee must ensure that all terminal faces are formed (as part of mining on EMLs) to a gradient not steeper than 1 vertical to 3 horizontal (18.4°) to blend with the local topography and drainage system.
EML 6234: SC2.13 EML 6236–6242: SC2.13 EML 6278–6296: SC2.13 EML 6299–6301: SC2.13 MPL 91, 96, 97, 101: SC2.3 MPL 93–94: SC2.3	Topsoil Management	GC60	The Lessee/Licensee must ensure that all land disturbed by the construction and operation of the associated activity under the lease/licence is progressively rehabilitated when practicable to do so and, in accordance with appropriate seasonal conditions, progressively re-spread with topsoil and re-vegetated to prevent soil erosion to the satisfaction of the Director of Mines.
ML 6228: SC2.34 EML 6234: SC2.12 EML 6236–6242: SC2.12 EML 6278–6296: SC2.12 EML 6299–6301: SC2.12 MPL 93–94: SC2.1 MPL 91, 96, 97, 101: SC2.1	Topsoil Management	GC61	The Lessee/Licensee must ensure that all affected topsoil is removed and stockpiled prior to carrying out any activity, and minimise the mixing and erosion of topsoil and overburden stockpiles.
ML 6228: SC2.14.2 EML 6234: SC2.10.2 EML 6236–6242: SC2.10.2 EML 6278–6296: SC2.10.2 EML 6299–6301: SC2.10.2	Unauthorised Access	GC62	The Lessee must not allow any unauthorised entry onto ML or EMLs by member of the public, or breach of security measures;
ML 6228: SC2.36	Visual Amenity	GC63	The Lessee must, in constructing, operating and post mine closure ensure the alteration of the visual landscape is ameliorated where practical.

Original Lease Conditions Numbers for all Tenements	Category	Grouped Condition No.	Grouped Lease Conditions
ML 6228: SC2.26, SC2.28 EML 6234: SC2.14, SC2.17 EML 6236–6242: SC2.14, SC2.17 EML 6278–6296: SC2.14, SC2.17 EML 6299–6301: SC2.14, SC2.17 MPL 93–94: SC2.4 MPL 91, 96, 97, 101: SC2.4 MPL 112–117: SC2.7 MPL 119–122: SC2.5 MPL 169–176: SC4.8	Weeds and Pests	GC64	The Lessee/Licensee must in constructing, operating the lease/licence and post mine closure ensure no introduction of new weeds, plant pathogens or pests (including feral animals), nor increase in abundance or distribution of existing weed or pest species in the lease/licence area and adjacent areas caused by mining operations. The Lessee/Licensee must ensure that all employees and contractors on-site are fully aware of the requirement to operate in a manner that will minimise the spread of weeds and plant pathogens. Weeds are defined in this condition as any invasive plant that threatens native vegetation in the local area or any species recognised as invasive in SA.
ML 6228: SC2.32	WPA	GC65	The Lessee of Mining Lease 6228 must, in constructing, operating and post mine closure ensure there is no adverse impact to Department of Defence operations within the Woomera Prohibited Area.
ML 6228: SC2.14 EML 6234: SC2.10 EML 6236–6242: SC2.10 EML 6278–6296: SC2.10 EML 6299–6301: SC2.10 MPL 112–117: SC1.12 MPL 119–122: SC1.13	Incident Reporting	GC66	The Lessee/Licensee must notify the Director of Mines as soon as practical if any of the following significant incidents occur within the tenement area: (refer to SC2.14.1 to SC2.14.4): - any breach of environmental objectives to be achieved as detailed in clauses 15 to 39*. (SC2.14.1) - any unauthorised entry to site by member of the public, or breach of security measures. (SC2.14.2) - any fatality or injury to an employee, contractor or member of the public caused by mining operations (including by truck movements). (SC2.14.3) - any breach of environmental objectives to be achieved as detailed in clauses 15 to 39* (SC2.14.4). *Clauses 15 to 39 = GC05, 06, 12 to 17, 19, 22 to 26, 45, 46, 56, 63, 65

SC1: First Schedule of the tenement lease/licence; with subsequent numbers defining the clause, e.g. SC1.12 = First Schedule, Clause 12.

SC2: Second Schedule of the tenement lease/licence; with subsequent numbers defining the clause, e.g. SC2.14 = Second Schedule, Clause 14.



PROMINENT HILL
Program for Environment Protection and Rehabilitation

Appendix C

Stage 2 SEB Offset Area Management Plan



Prominent Hill Operation

Stage Two Significant Environment Benefit Offset Area Management Plan

April 2026

Document History

Document title	Date	Reference citation
Stage Two Significant Environment Benefit Offset Area Management Plan Prominent Hill	June 2016	OZ Minerals 2016
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Stage Two Significant Environment Benefit Offset Area Management Plan Prominent Hill	December 2018	OZ Minerals 2018
Stage Two Significant Environment Benefit Offset Area Management Plan Prominent Hill	January 2022	OZ Minerals 2022
Stage Two Significant Environment Benefit Offset Area Management Plan Prominent Hill	April 2026	BHP 2026 (this document)

Currency

Where possible, the contents of the Prominent Hill Operation Stage Two Significant Environment Benefit Offset Area Management Plan (Document) are up to date as at April 2026

Disclaimer

The Prominent Hill Operation Stage Two Significant Environment Benefit Offset Area Management Plan (Document) has been prepared as an appendix to the approvals document for submission to the South Australian Minister for Energy and Mining under the *Mining Act 1971* (SA), and no one other than the Minister should rely on the information contained in the Document to make, or refrain from making, any decision.

In preparing the Document, BHP have relied, in part, on information provided by specialist consultants, government agencies and other third parties. BHP have not fully verified the accuracy or completeness of that information, except where expressly acknowledged in the Document.

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Minerals Australia

On 2 May 2023, BHP Group Limited (Company) announced the completion of the acquisition of OZ Minerals Limited and the implementation of a scheme of arrangement for BHP Lonsdale Investments Pty Ltd, a wholly owned subsidiary of BHP Group Limited, to acquire 100% of the shares in OZ Minerals Limited. As a result of the acquisition, BHP Group Limited is now the ultimate parent company of OZ Minerals Limited.

The Prominent Hill operation has been developed and operated by OZ Minerals Prominent Hill Operations Pty Ltd, wholly owned by OZ Minerals Limited. The Prominent Hill site has been integrated into the BHP Copper SA asset, also incorporating BHP's Carrapateena mine, Olympic Dam mine and Oak Dam exploration sites. Copper SA falls under the BHP Minerals Australia business portfolio which also incorporates Western Australia Iron Ore, Nickel West, Coal, Mt Arthur Coal and Operations Services.

References to BHP in this Plan are context sensitive however, in the main, refer to OZ Minerals Prominent Hill Operations Pty Ltd unless otherwise stated.

Acknowledgements

Aboriginal and Torres Strait Islander peoples

We would like to acknowledge the Antakirnja Matu-Yankuntjatjara (AMY) People, the traditional owners of the land on which Prominent Hill mine operates and the Kokatha people where Olympic Dam and Carrapateena operates. We pay our respect to their Elders, past and present.

We would also like to recognise the Traditional Owners who are so central to BHP Copper South Australia; Barngarla, Kuyani, Arabana and Dieri

We also extend our respects to All Aboriginal and Torres Strait Islander people.

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1. Introduction

1.1 Purpose of this document

Prominent Hill has utilised two of the four pathways to achieve a Significant Environmental Benefit (SEB) under the *Native Vegetation Act 1991* (SA) (NV Act). These pathways, described in detail within, can be summarised as:

- provide an on-ground SEB offset area; Mt Eba Blue Duck Dam Paddock On-ground SEB Offset Area from 2006 to 2018
- provide financial SEB offset into the Native Vegetation Fund (NV Fund) 2018 – current (SEB payment)
- engage an accredited third-party provider; purchase of SEB credits (like-for-like or better) from Nature Foundation's Witchelina Station.

The purpose of this document is to provide support, both to the operation and management of the Mt Eba on-ground SEB offset, and to document and track additional project clearances and offset requirements needed to support the Prominent Hill Project.

1.1.1 On-ground SEB Offset Area 2006 – 2018

The Prominent Hill Mt Eba Blue Duck Dam Paddock On-ground SEB Offset Area (Blue Duck SEB On-ground Offset) has been accepted by the regulatory authorities as providing a significant benefit. In the development of the Prominent Hill Copper-Gold Project (hereafter referred to as, 'Prominent Hill Project' or 'Project') in regional South Australia, OZ Minerals allocated an area of land surrounding Prominent Hill Project to provide an SEB offset.

In 2006, the Prominent Hill Blue Duck SEB On-ground Offset Area Stage One Management Plan (OZ Minerals Document No. 4.2.0PLN003) was submitted and accepted by the Native Vegetation Council (NVC). The Stage One Plan focused on the short-term (6 to 12 months) management of the area. The intention was for a Stage Two Plan to follow, applying to the subsequent life of mine.

In 2010, the Prominent Hill Biodiversity Management Plan (OZ Minerals Document No. 4.2.0PLN001) was submitted to the NVC. The 2010 document was intended as the Stage Two Offset Area Management Plan, to address the long-term management of the Blue Duck SEB On-ground Offset Area. However, it was not accepted by the NVC. In 2017, Prominent Hill Stage Two Significant Environmental Benefit Offset Area Management Plan 2017 (PH-0000-SEC-REP-0934) was submitted with the Program for Environment Protection and Rehabilitation (PEPR) 2017 to meet NVC requirements and to be accepted as the Stage Two Management Plan (hereafter referred to as, 'Stage Two SEB MP' or 'Plan').

The previous SEB guidelines "Guidelines for a Native Vegetation Significant Environmental Benefit Policy for the Clearance of Native Vegetation Associated with the Minerals and Petroleum Industry" (DWLBC 2005) (Guidelines) provided for a 50% reduction in the SEB ratio required for offsetting for areas of land to be restored at the completion of mining activities. Prominent Hill has previously qualified for this reduction, as BHP intended to undertake restoration activities at selected on-site areas that had been cleared to enable mining activities.

There was also a provision within the DWLBC 2005 Guidelines for a further 50% reduction in the required SEB provision associated with the implementation of additional mitigation measures. The Prominent Hill

Mining and Rehabilitation Program (MARP), Mining Lease Proposal (MLP) and the associated tenement proposals were all approved on the basis that Prominent Hill's Blue Duck SEB On-ground Offset Area was adequate and would obtain this further 50% reduction. Whilst all approvals were granted on this basis, OZ Minerals identified at the time that for the Prominent Hill Project, a reduction of SEB due to on-site restoration was a practicable approach. That is, in consideration of the potential additional measures required to satisfy the NVC (and thereby qualify for a further percentage reduction) a more viable approach would be to continue with restoration only. As such, OZ Minerals did not seek a further percentage reduction of its SEB offset requirements for additional mitigation measures, as was permitted under the former NV Act and Regulations (pre-2017). With major revisions to the NV Act and Regulations in 2017, it is further noted that any new native vegetation clearance for actions not contemplated by the original approvals was to be considered under the revised offset policy (at the time of revision of this document, NVC 2024b and NVC 2025).

Therefore, for the Prominent Hill Project, the three key considerations in achieving SEB and hence, development of this Plan, were:

- management of the Blue Duck SEB On-ground Offset Area by managing threatening processes during Prominent Hill operations
- restoration of selected on-site areas, cleared to enable mining activities
- consideration of alternate SEB offset options (i.e. payment into NV Fund or purchase of like-for-like or better SEB credits from a third-party provider) to accommodate new clearance not considered by the original approvals.

1.1.2 Financial SEB offset into the NV Fund 2018–current (SEB payment)

An audit of historical native vegetation clearance data occurred in 2018 which required a revision to the Stage Two SEB MP in relation to the calculation of the offset payment. This was approved, and the offset payment was made to the NV Fund in 2018.

When the Stage Two SEB MP was revised in 2017, the SEB calculations for Prominent Hill were reviewed, and it was found:

- With the 50% reductions for areas to be restored only, the SEB requirement (at the time) was 12,254 ha.
- As the current offset area was 10,975 ha, an additional SEB offset of 1,276 ha was required.
- This additional SEB offset was achieved through payment into the NV Fund.

Additionally, OZ Minerals incorporated into the NV Fund payment calculation a further 40 ha of additional clearance, to serve as credit for future clearance in association with minor operational changes. Since this payment, 20.54 ha of land has been cleared within the ML, leaving a balance of 19.46 ha remaining (as of August 2025, confirmed with DEM by email 03/09/2025). This balance will continue to be used as agreed, in association with minor (less than 2 ha) operational changes that have been contemplated within regulatory approvals, even with subsequent revision of NV Act and policies (NVC 2024a, NVC 2024b, NVC 2025). Noting that all clearances not contemplated by previous approvals must be assessed in accordance with the current policy at that time.

1.1.3 Engage an accredited third-party provider, purchase of SEB credits

This version of the Plan has undergone minor amendments to ensure there is consistency between the latest PEPR 2026 and this document, and to incorporate the Aries Transfer Pipeline Replacement Project within the Aries borefield. This Plan revision (2026) includes:

- a new table of SEB calculations providing for SEB Points (and SEB cost) associated with vegetation clearance at the Aries Borefield as required under NV Act policy (NVC 2024a, NVC 2024b, NVC 2025)
- the pathway for offset has been nominated to address SEB Points required, through purchase of like-for-like or better SEB credits from third-party provider Nature Foundation (Witchelina Station).

For more information on use of the remaining SEB credits please refer to Section 2.5.

1.2 Project ownership

On 2 May 2023, BHP Group Limited (Company) announced the completion of the acquisition of OZ Minerals Limited and the implementation of a scheme of arrangement for BHP Lonsdale Investments Pty Ltd, a wholly owned subsidiary of BHP Group Limited, to acquire 100% of the shares in OZ Minerals Limited. As a result of the acquisition, BHP Group Limited is now the ultimate parent company of OZ Minerals Limited.

1.3 Project overview

Prominent Hill is a site within BHP's Minerals Australia business portfolio. The underground mine, targeting copper and gold, is located approximately 650 kilometres (km) north-north-west of Adelaide, South Australia, on the traditional lands of the Antakirinja Matu-Yankunytjatjara (AMY) People.

Prominent Hill commenced operations in 2009 with the development of the Malu open pit (completed in Q1 2018) and Ankata underground mining operations. The conventional grinding and flotation minerals processing plant (MPP) produces a high-quality copper and gold concentrate for export. Subsequent expansions include the development of the Malu underground mining operation and the Prominent Hill Operation Expansion (PHOX) project. The PHOX project's aim was to supplement the existing load and haul ore extraction methodology through the development of the Wira shaft, and winder/hoisting system, to enable an increase in ore production.

Infrastructure supporting the mining and processing operations at Prominent Hill includes an accommodation village and airstrip, haul and access roads, rail loading facilities, electricity supply infrastructure, water supply infrastructure, and an integrated waste landform (IWL) which is a combined tailings storage and rock storage facility. The mine is supported by the Aries Borefield located approximately 37 km south-east of Prominent Hill. Prominent Hill mine's location and is shown on Figure 1.1.

At the completion of operations, all surface infrastructure will be removed, and land disturbances rehabilitated to a land condition equivalent to surrounding analogues, with the exception of the IWD and the open pit that will remain as permanent landscape features. The focus of this document is for the overall Operation, the key features of which are described in Table 1.1.

Table 1.1 | Tenement summary for Prominent Hill Operations

Tenement	Tenement number	Key project elements	Expiry date
Mining Lease	ML 6228	Mining, processing, tailings storage facility, village, airstrip and ancillary infrastructure	01/08/2041
Miscellaneous Purposes Licences	MPLs 83-84	Access road	01/08/2041
	MPL 91, MPL 96, MPL 97, MPL 101	Concentrate export road	01/08/2041
	MPL 81, MPL 82	Virgo borefield	01/08/2041
	MPL 93, MPL 94	Aries borefield	01/08/2041
	MPL 112 – MPL 117		01/08/2041
	MPL 169 – MPL 176		01/08/2041
	MPL 119 – MPL 122	Electricity transmission line	01/08/2041
Extractive Minerals Leases	EML 6234, EML 6236 – 6242, EML 6278 – 6296, EML 6299 – 6301	Borrow pits	01/08/2041

1.4 Tenement history

The Prominent Hill copper-gold deposit was first discovered in 2001 by Adelaide-based Minotaur Exploration Limited and was a stand-out greenfield discovery in Australia. In March 2006, Oxiana Pty Ltd (now OZ Minerals Ltd) submitted a MARP for the Prominent Hill Copper-Gold Project. The Project comprised an open pit mine, together with an integrated waste landform (IWL for waste rock and tailing) a processing plant, accommodation village, airstrip and associated infrastructure.

The MARP addressed the credible environmental and social impacts associated with the construction, operation and closure of the open pit mining project and received Australian Government and Government of South Australia approval in August 2006, through the offer of ML 6228 by the then Department of Primary Industries and Resources South Australia (now Department of Premier and Cabinet (DPC)) to the then Oxiana Pty Ltd.

Based on feasibility studies conducted during 2008 and 2009, OZ Minerals updated the Project description to include the development and operation of an underground mine and revisited the impact assessments that lead to the compliance criteria in the 2006 MARP. This amendment was approved in 2009 and the development of the Ankata underground mine commenced in November 2010. Underground access to the Malu Underground area was achieved via an extension to the main Ankata Underground decline in early 2013. Both underground mines are now in operation and are known as the Prominent Hill Underground mine.

To support the ML, a number of Miscellaneous Purpose Licences (MPLs) and Extractive Mineral Leases (EMLs) were approved, including the transmission line, haul road, site access road, borrow pits, construction borefield and operation borefield.

These tenements are for the purposes of constructing and operating the key Project elements described by Section 1.3, with tenements shown in Figure 1.2.

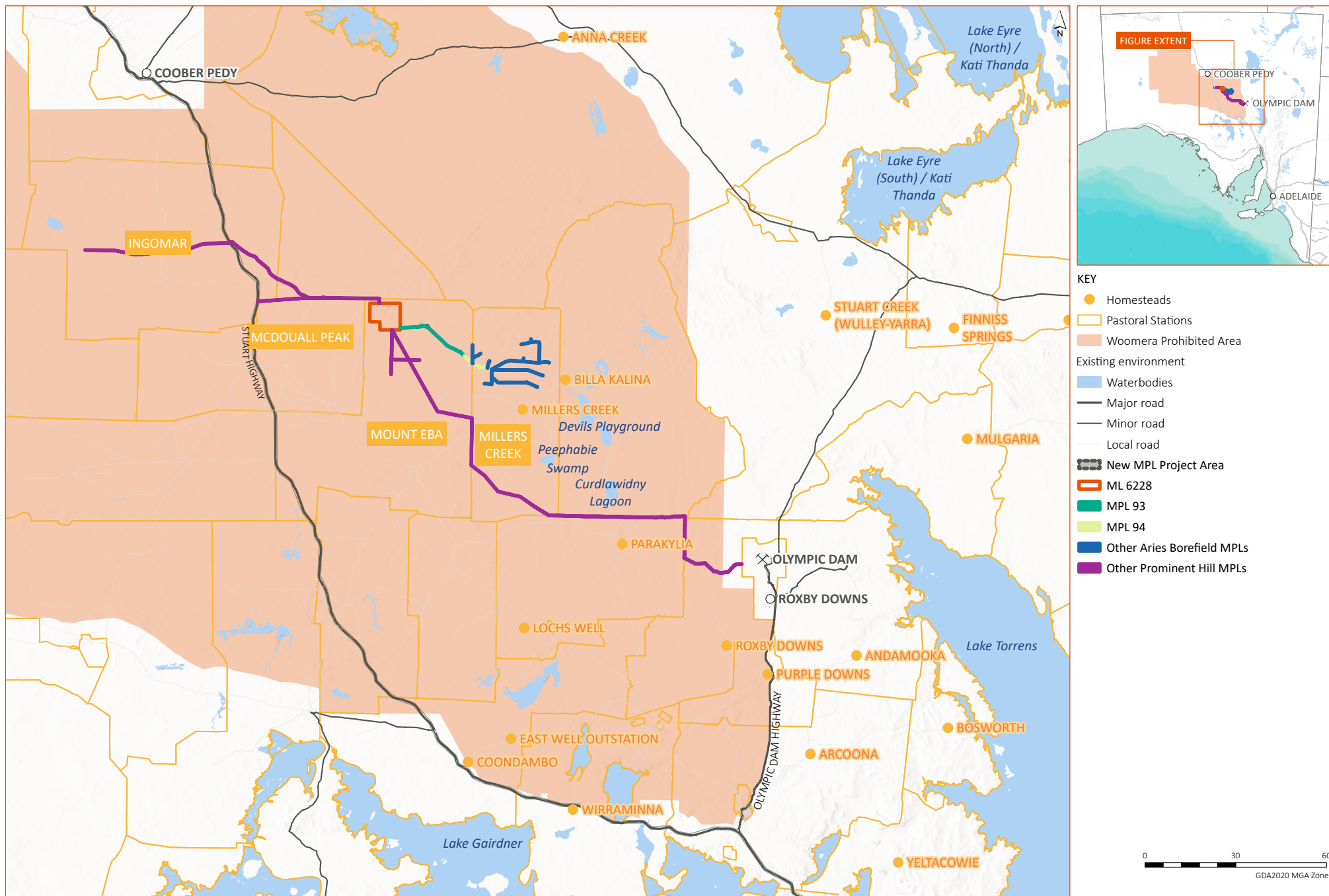


Figure 1.1 | Project location

2. SEB On-ground Offset Area

2.1 SEB offset area provision

In the development of the Prominent Hill Project, OZ Minerals committed to the establishment and management of a parcel of land, consisting of a portion of the Mt Eba Pastoral Lease and the undisturbed areas within ML 6228 (Figure 2.1), an area of approximately 12,415 ha, minus project-related disturbances. This area was selected in 2006, for incorporation into the Prominent Hill SEB Offset Area Stage One Management Plan.

The location and dimensions of the Blue Duck SEB On-ground Offset Area (On-ground Offset Area) was selected for the following reasons:

- It contains a significant proportion of the habitat, stony bluebush rises interspersed with low-lying cracking clay gilgais, which supports:
 - *Aphelocephala pectoralis* (chestnut-breasted whiteface), listed as Rare under the *National Parks and Wildlife Act 1972* (SA) (NPW Act)
 - *Amytornis modestus indulkana* (previously *Amytornis textilis modestus*) (thick-billed grasswren), listed as Vulnerable under the *Environment Protection and Biodiversity Conservation Act 1999* (Cth) (EPBC Act)
 - Possibly *Pseudomys australis* (plains mouse), listed as Vulnerable under the EPBC Act and NPW Act.

The south-western corner of the On-ground Offset Area was extended in particular to incorporate more of this habitat type.

- To encompass areas of Breakaway habitat to the north, identified as the preferred habitat for:
 - *Roepera crassissima* (thick twinleaf), listed as Rare under the NPW Act and
 - *Frankenia plicata* (sea-heath), listed as Endangered under the EPBC Act and Vulnerable under the NPW Act.
- It is considered unlikely that this habitat type will be affected by Project activities.
- It contains the same habitat/vegetation types that will be disturbed by the Project.
- It will allow BHP to manage the area initially as part of its operations (i.e. up until mine closure). The main advantage of this is that resources will be readily available and the site/fencing can be closely monitored.
- To ensure that the area removed from the pastoral paddocks is a discrete block that does not alienate fragments of pastoral land. Hence, the western and northern boundaries of the On-ground Offset Area are located along existing fence lines (with the fencing subsequently upgraded).

2.2 SEB On-ground Offset Area objectives

For the Prominent Hill Project, the key considerations in achieving the SEB and hence, development of this Stage Two SEB Offset Area MP, are:

- management of the SEB On-ground Offset Area (i.e. the land surrounding Project infrastructure within the SEB boundary) to support habitat, by identifying and managing threatening processes during Prominent Hill operations
- restoration of selected on-site areas, cleared, to enable mining activities
- provide the mechanism by which offset restoration will be planned, implemented and monitored.

2.2.1 Management of the SEB On-ground Offset Area

As identified above, a key objective in demonstrating SEB achievement is to support habitat within the On-ground Offset Area, by managing threatening processes during Project operations. Since the commencement of the Prominent Hill Project, BHP undertakes numerous measures to manage threatening processes, summarised directly below and outlined further in Section 3 of this document.

Measures to manage the On-ground Offset Area began in 2006, with the targeted selection of the SEB boundary, followed-by installation of stock-proof fencing and removal of livestock from the SEB area. Management of threatening processes during operations predominantly involves control of introduced species incursion and spread.

The Prominent Hill operational Environmental Management System comprises Standard Operating Procedures, Task Instructions and associated record keeping procedures, developed to manage threatening processes. The Standard Operating Procedures, Task Instructions and procedures are expected to effectively assist in supporting the habitat of the On-ground Offset Area. As such, SEB achievement for the On-ground Offset Area (surrounding Project infrastructure) will be demonstrated by undertaking activities specified in Section 3 of this document, to manage threatening processes during Project operations.

2.2.2 On-site restoration

Restoration is proposed for selected areas that have been cleared to develop mining infrastructure and associated activities. A monitoring system will also be developed to demonstrate progression of the restoration areas.

At this stage of the Prominent Hill Project, the PEPR (closure sections) has been deemed the most appropriate mechanism to outline planning, implementation and monitoring of on-site restoration for SEB purposes.

Please see Section 1.1 for the status of the PEPR, as at the date of this document. Further detail on the PEPR requirements and applicability to on-site restoration is provided in Section 4.

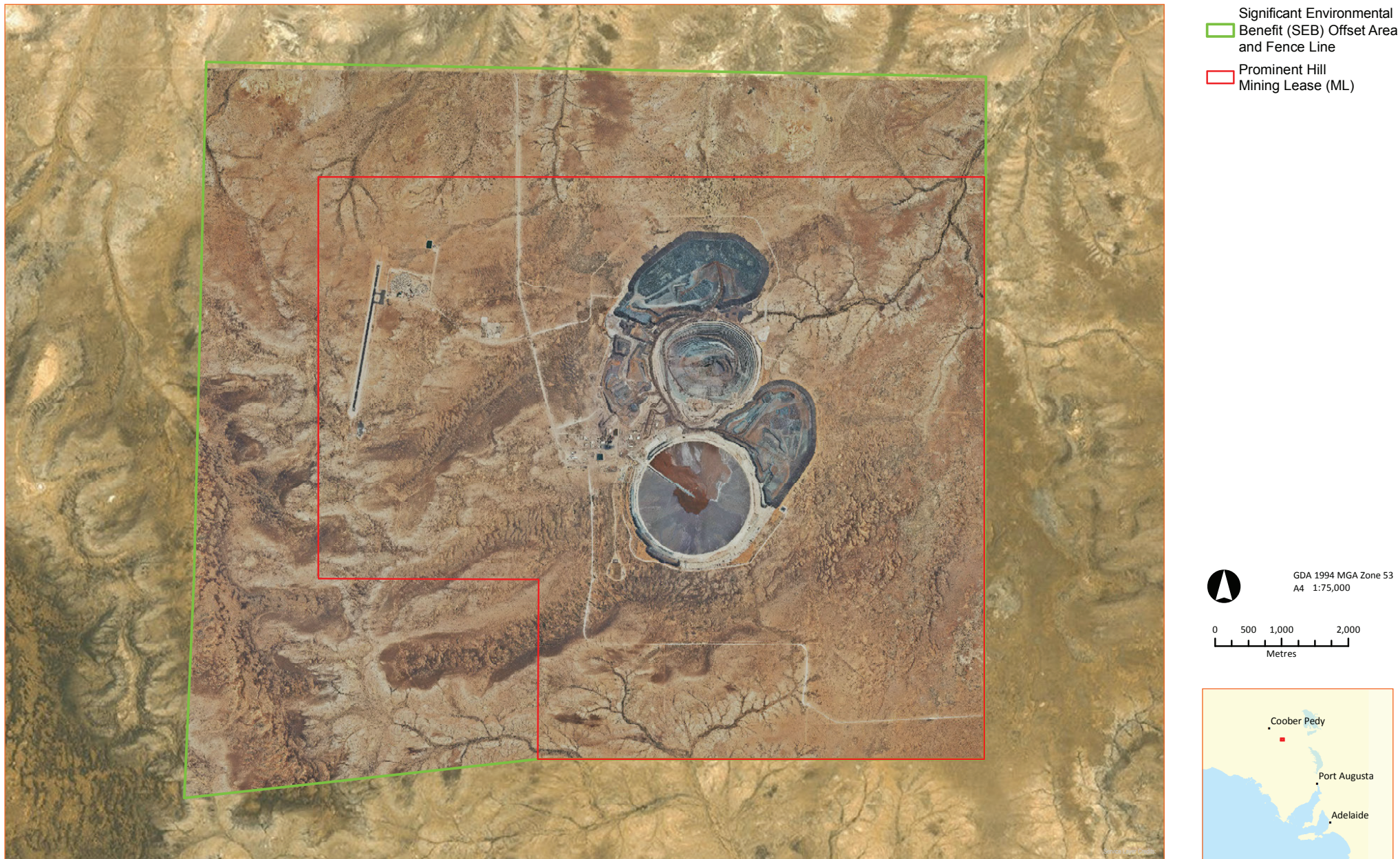


Figure 2.1 | SEB On-ground Offset Area location

2.3 Description of the environment

2.3.1 Land use history

The 2006 Pastoral Assessment of Mt Eba station (Pastoral Board SA, 2006) was completed prior to development of the Prominent Hill mine and describes at a high level the condition of the Mt Eba property, with a focus on impacts arising due to stock grazing and associated infrastructure. The report defines 45 paddocks within the property, with 9 new paddocks since the previous assessment in 1991 due to the addition of the 'Old Millers Creek' block, which now includes the Prominent Hill ML. Of relevance to this Plan, piospheres (areas of impact to vegetation as a result of stock grazing (Lange, 1969)) around water points are assessed, along with other land and vegetation impacts to provide ratings of individual paddocks and the overall property.

Of the 45 paddocks assessed, six were rated in the report as 'priority', requiring detailed assessment in the subsequent survey as a result of "very large piospheres, evidenced by the loss of perennial vegetation and soil movement". The six priority paddocks was an increase from the four listed as priority during the previous assessment. None of the six priority paddocks occur within the area which now contains the mining lease or SEB On-ground Offset Area.

Twenty-two paddocks were rated as 'monitor', the same number as in the previous assessment, with three main issues provided as a justification for this rating: to monitor piospheres around waters installed since the previous assessment, rabbit warrens and grazing pressure on perennials. Of note to this Plan, the Blue Duck and the Nicholls Well North paddocks are both allocated the 'monitor' rating. The Blue Duck paddock contains the significant Blue Duck Dam in the south, and was split to form Blue Duck and Blue Duck North, presumably to facilitate creation of the Prominent Hill ML, with the ML now sitting within the Blue Duck North paddock to the north of Blue Duck Dam and associated grazing impacts. The Nicholls Well North paddock is immediately adjacent to the eastern boundary of the current Prominent Hill ML (and the current Blue Duck North paddock) and contains the Nicholl Well and Nicholl Well 2 water points. Whilst the impact footprint from stock around these water points is currently intersected by the ML boundary, the historic fence line (2004, pre-mine development) sits approximately 2.5 km within the eastern boundary of the ML. This means that the piosphere from Nicholl Well and Nicholl Well 2 historically extended into the area, which is now the ML and SEB area (Figure 2.2). The 2006 pastoral assessment is not specific around the trigger for the 'monitor' rating for the Blue Duck paddock, but it does state for the Nicholls Well North paddock that there are active rabbit warrens (along the southern fence line) and that the piosphere around Nicholls Well West should be monitored. At the time of assessment (2006) 17 paddocks were rated as 'no issues', down from the 1991 assessment, where 19 were rated as 'no issues'.

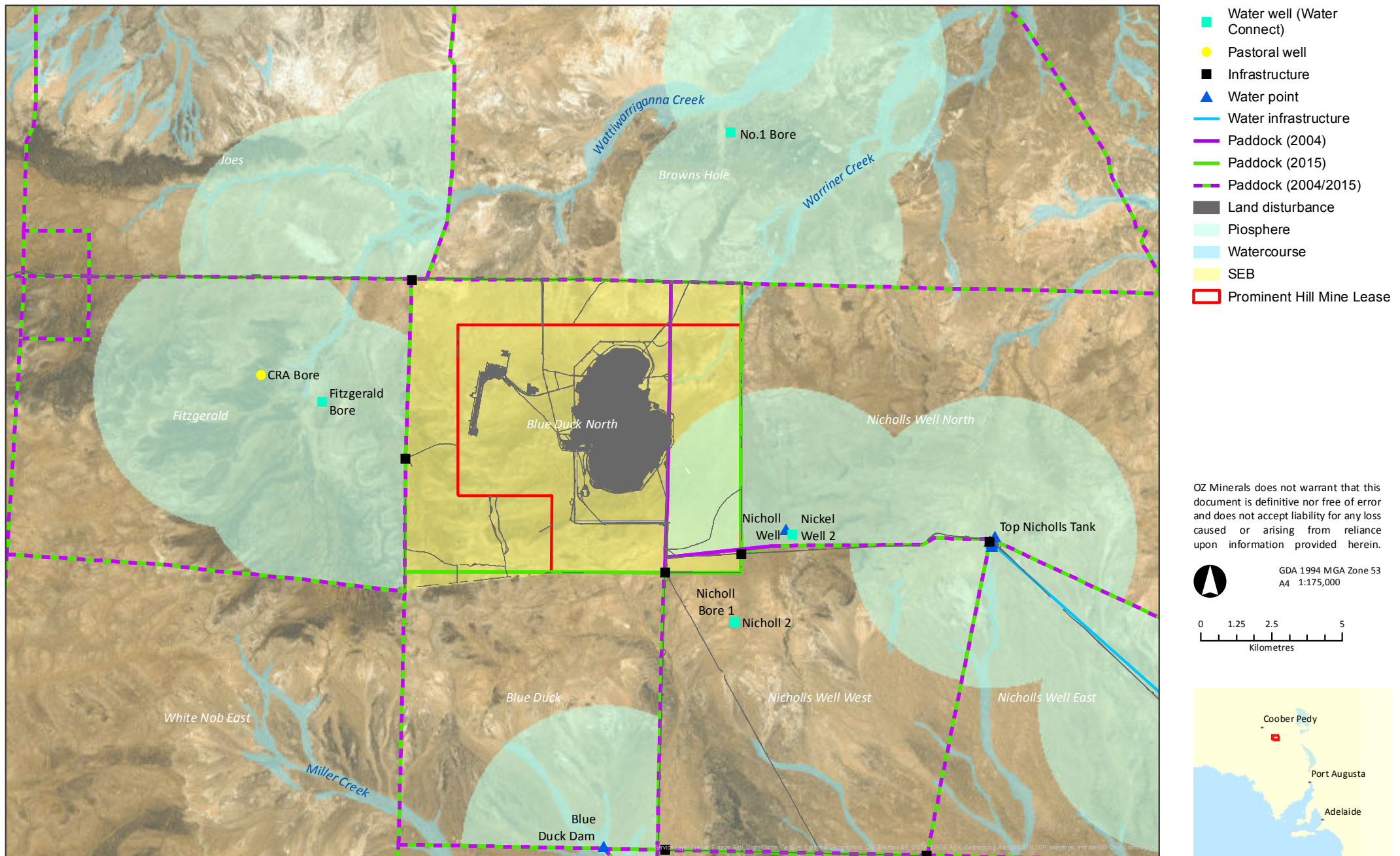


Figure 2.2 | SEB On-ground Offset Area location in relation to water infrastructure and surface water sites

2.3.2 Habitat and vegetation associations of Prominent Hill Project Area

The baseline condition of the region and determination of vegetation associations were originally established in 2005 and 2006 (Moseby 2005; Badman 2005, 2006). Habitat and vegetation associations for all areas of cleared land are summarised in Table 2.1 and Table 2.2, as well as Figure 2.3 to Figure 2.10, which provide high level maps of vegetation associations.

Table 2.1 | Habitat and vegetation associations within the Prominent Hill project area

Project area	Terrestrial ecology summary
Mining Lease	Based on the Biogeographic Regionalisation for Australia (IBRA), which groups land-systems of similar climate, geomorphology, landform, and flora and fauna, Prominent Hill is situated in the Stony Plains Rangeland bioregion. Under this broad bioregion, Prominent Hill falls within the subregion of Oodnadatta and is situated on the edge of the Breakaway sub-region; both sub-regions are categorised by the broad land-system of hills and uplands and fall under the Marla-Oodnadatta District of the South Australian Arid Landscape Board. The Marla-Oodnadatta district is characterised by gibber tablelands, flood out plains, dune systems, and breakaway country. The ML area is characterised by low open chenopod shrublands dominated by <i>Atriplex vesicaria</i> (bladder saltbush) and <i>Maireana astrotricha</i> (low bluebush) and <i>Acacia aneura</i> (mulga) low open woodland on stony water courses and outwash plains, with occasional breakaway areas. Six different broad vegetation associations have been identified as being present within the Prominent Hill ML area.
Borefields	Six broad vegetation associations have been identified in the Aries Borefield area. Habitat types are typically low, very open chenopod shrublands dominated by <i>Atriplex vesicaria</i> (bladder saltbush), cottonbush, glasswort, pearl bluebush and woolly bluebush. Other important habitat types in the area include grasslands, silcrete and strew plains, cracking clays and multiple shallow drainage lines associated with scattered low open woodlands. Sections of open mallee, dominated by Beaked Red Mallee were also observed extending into the area. Most of the Aries Borefield infrastructure corridor consists of very low open and open low shrublands dominated by <i>Atriplex vesicaria</i> (bladder saltbush). Three broad vegetation associations were identified within the Virgo Borefield area. The vegetation groups comprise low chenopod shrubland vegetation on soils with a shale surface strew, with small sections of mulga woodland associated with Millers Creek drainage lines. <i>Atriplex vesicaria</i> (bladder saltbush) and <i>Maireana astrotricha</i> (low bluebush) are the most common, together with <i>Rhagodia spinescens</i> (spiny saltbush), <i>Senecio lanibracteus</i> (inland shrubby groundsel) and <i>Ptilotus obovatus</i> (silver mulla mulla).
Concentrate Export Road	Five broad vegetation associations have been identified within the concentrate export road corridor. Habitat types found in the eastern section of the concentrate export road corridor include undulating chenopod shrubland stony plains with gilgais and low chenopod shrubland. Central sections of the corridor include low chenopod shrubland, riparian habitat near Carringalana and Brumby Creeks and sandy mulga. The western section of the corridor is mixed low woodland with mulga on sandy soils. Vegetation along the concentrate export road corridor changes from low open chenopod shrublands dominated by <i>Atriplex vesicaria</i> (bladder saltbush) and <i>Maireana aphylla</i> (cottonbush) on the plains of the eastern end of the corridor, to tall shrubland characterised by <i>Acacia aneura</i> (mulga) and <i>Acacia tetragonophylla</i> (dead finish) on sandy soils in the central parts and low open mulga woodland at the western end. A distinct vegetation association dominated by <i>Eucalyptus coolabah</i> (coolabah) was observed for a short distance (approximately 150 m) along the corridor where it crosses Carringalana Creek. Separate vegetation association figures have not been provided for Borrow Pits associated with the Concentrate Export due to their close proximity to the infrastructure corridor.

Project area	Terrestrial ecology summary
Electricity Transmission Line	Six broad vegetation associations have been identified within the electricity transmission line corridor. Habitat types of the northern section of the line include mixed chenopod shrublands, cottonbush gilgais on stony plains, mixed mulga woodlands, mulga creeklines and cracking clay gilgais, while the central section of the transmission line is dominated by saltbush gibber plains habitat. The southern section of the electricity transmission line corridor traverses an area dominated by sand ridges, which run in an east to west direction. The broad, dominant habitat types across the revised alignment are woodland vegetation on the sand ridges and low shrubland on the swales. Vegetation along the electricity transmission line corridor changes from low chenopod shrublands dominated by <i>Atriplex vesicaria</i> (bladder saltbush) and <i>Maireana astrotricha</i> (low bluebush) on the plains of the northern parts of the corridor, to low chenopod shrubland in the central parts of the corridor, which occurs on soils with silcrete gibber cover and gilgais, or on country with a sandy veneer over the gibbers. Other vegetation groups occur along the electricity transmission line corridor in canegrass swamps, on stony ridges with no shrub cover and around tea-tree swamps. Over the southern sections of the transmission line, <i>Acacia</i> sp. Low woodlands and chenopod shrublands are the dominant, broad vegetation types.

Table 2.2 | Vegetation associations at Prominent Hill Project

Vegetation Association	Description
1	<i>Atriplex vesicaria</i> (bladder saltbush) and <i>Maireana astrotricha</i> (low bluebush) low, very open shrubland on clay soils with a shale surface strew
2	<i>Atriplex vesicaria</i> (bladder saltbush) low shrubland on clay soils with a silcrete, laterite surface strew, or shale surface
3	<i>Atriplex vesicaria</i> (bladder saltbush) low, very open shrubland on clay soils with a shale surface strew
4	<i>Eucalyptus socialis</i> (beaked red mallee) low open woodland on stony residuals (breakaways)
5	<i>Acacia aneura</i> (mulga) open woodland on stony water courses and outwash plains
6	<i>Atriplex nummularia</i> spp. <i>omissa</i> (Oodnadatta saltbush) low open shrubland with numerous gilgais and a surface strew of silcrete gibbers
7	<i>Maireana aphylla</i> (cottonbush) / <i>Minuria cunninghamii</i> (bush minuria) low open shrubland or hummock grassland vegetation associated with watercourses
8	<i>Eucalyptus coolabah</i> (coolabah) low open woodland fringing shallow ephemeral wetlands
9	<i>Melaleuca glomerata</i> (inland paperbark) tall open shrubland fringing saline depressions

Vegetation in the Aries Borefield was reviewed in 2025, which provided greater classification of the native vegetation present as required by current assessments and approvals under both the NV Act and the EPBC Act (Table 2.3, Figure 2.11, Figure 2.12).

Table 2.3 | Old and new vegetation associations, Aries Transfer Pipeline Replacement Project

Vegetation Association	New Survey Site	Description
1	PHAB01	<i>Atriplex incrassata</i> , <i>Atriplex vesicaria</i> , <i>Maireana</i> spp., <i>Astrebla pectinata</i> low open shrubland
1	PHAB02 – PHAB06	<i>Atriplex vesicaria</i> , <i>Maireana</i> spp. <i>Aristida contorta</i> , <i>Sclerolaena</i> spp. low open shrubland
6	PHAB07 – PHAB06	<i>Atriplex vesicaria</i> , <i>Maireana</i> spp. <i>Aristida contorta</i> , <i>Sclerolaena</i> spp. low open shrubland
1	PHAB09-PHAB10	<i>Atriplex vesicaria</i> , <i>Maireana</i> spp. <i>Aristida contorta</i> , <i>Sclerolaena</i> spp. low open shrubland
1	PHAB11 – PHAB12	<i>Astrebla pectinata</i> , <i>Atriplex vesicaria</i> , <i>Maireana</i> spp. <i>Aristida contorta</i> , <i>Sclerolaena</i> spp. low open shrubland
1	PHAB13, PHAB15	<i>Maireana aphylla</i> , <i>Minuria cunninghamii</i> low open shrubland with emergent <i>Acacia aneura</i>
1	PHAB14	<i>Rhagodia spinescens</i> , <i>Atriplex vesicaria</i> , low open shrubland over <i>Eragrostis setifolia</i> , <i>Astrebla pectinata</i> low open shrubland
1	PHAB16	<i>Atriplex vesicaria</i> , <i>Maireana eriantha</i> , <i>Astrebla pectinata</i> low open shrubland
7	PHAB7	<i>Eremophila longifolia</i> , <i>Hakea leucoptera</i> , tall shrubland with mixed grassy understorey
1	PHAB18	<i>Atriplex vesicaria</i> , <i>Maireana</i> spp., <i>Aristida contorta</i> , <i>Sclerolaena</i> spp. low open shrubland

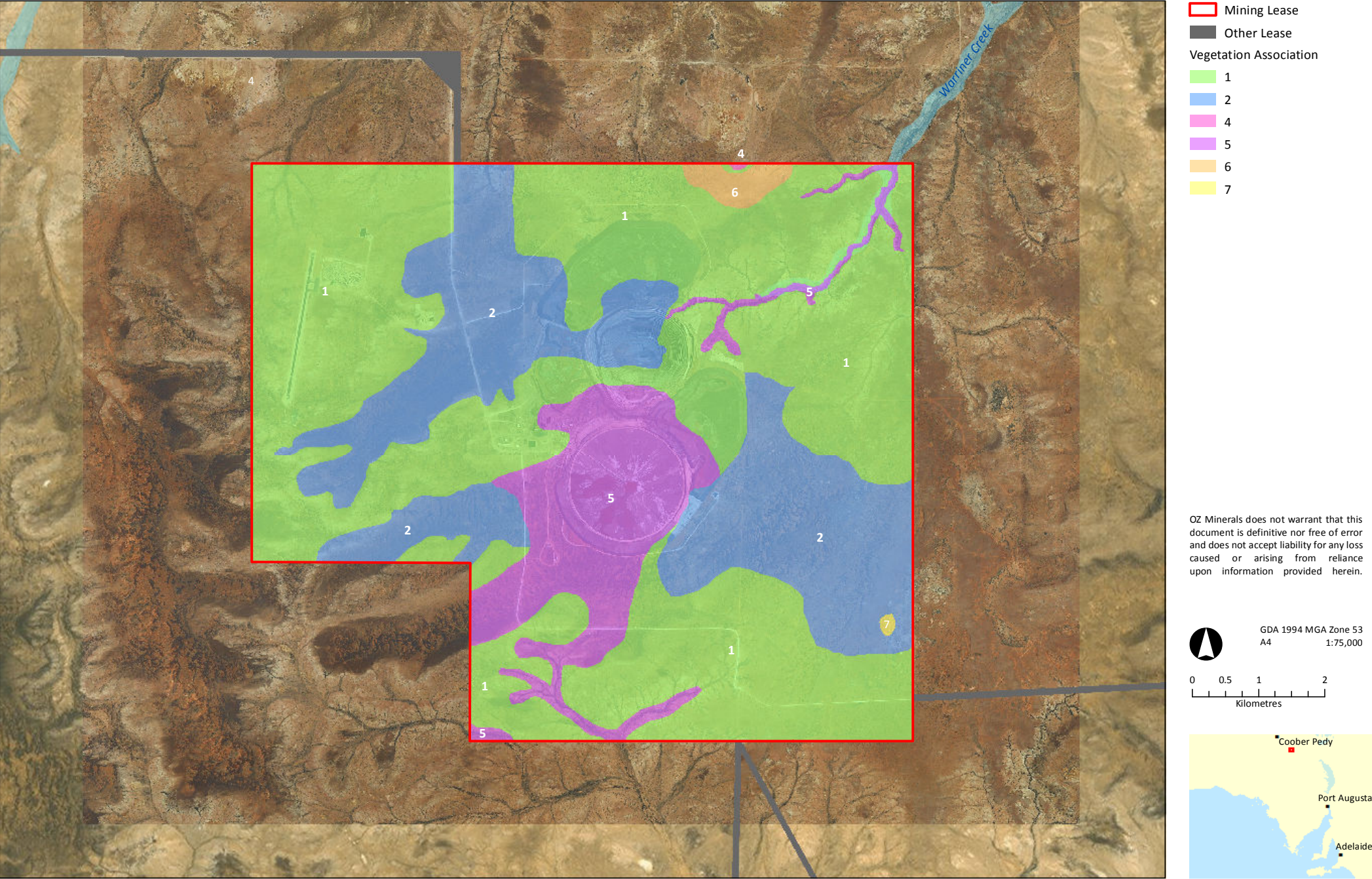
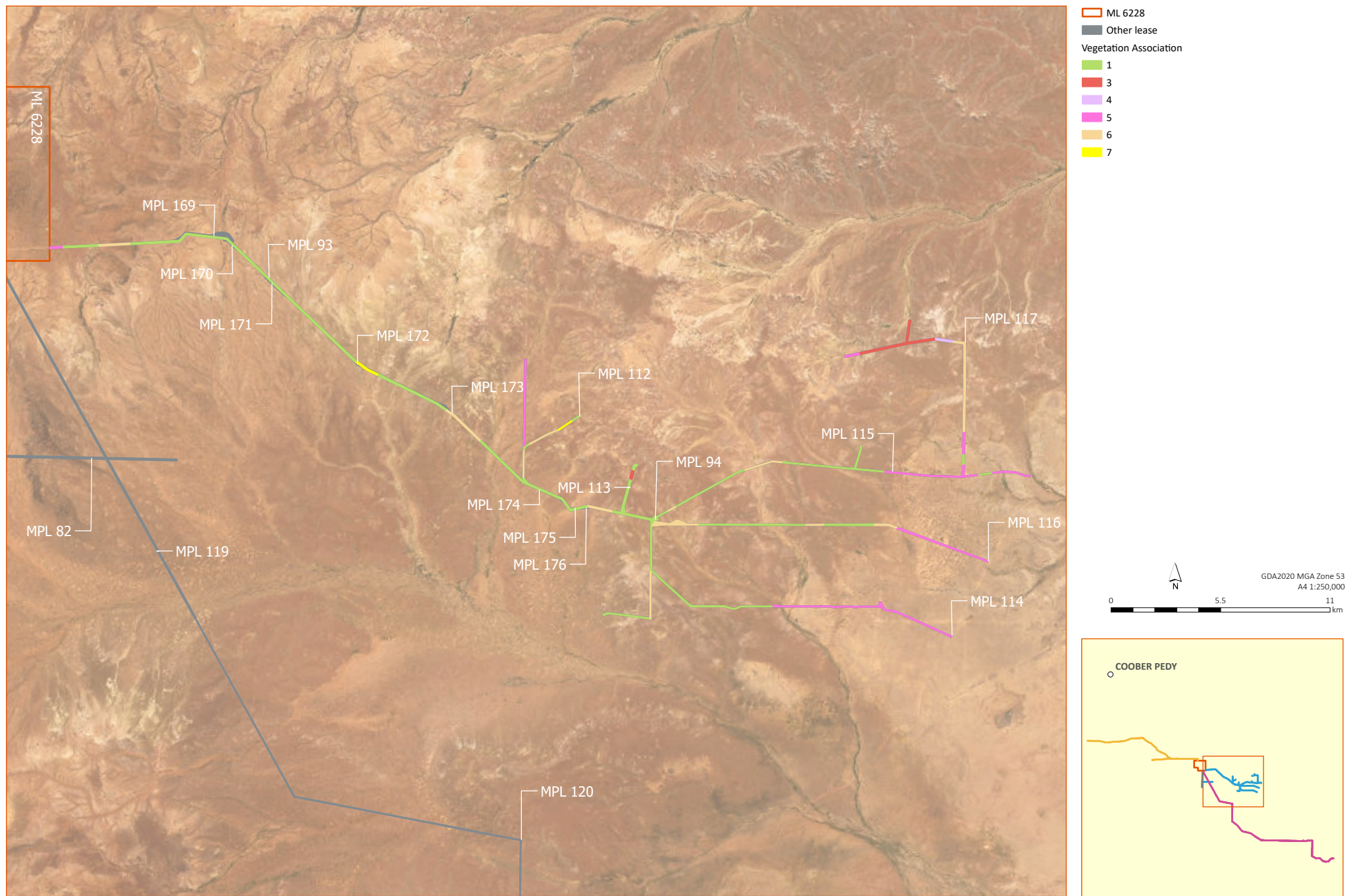


Figure 2.3 | Vegetation associations within Mining Lease



An updated vegetation assessment was done to support new Aries Borefield MPL tenements (Lathwida 2023)

Figure 2.4 | Aries borefield MPL vegetation associations

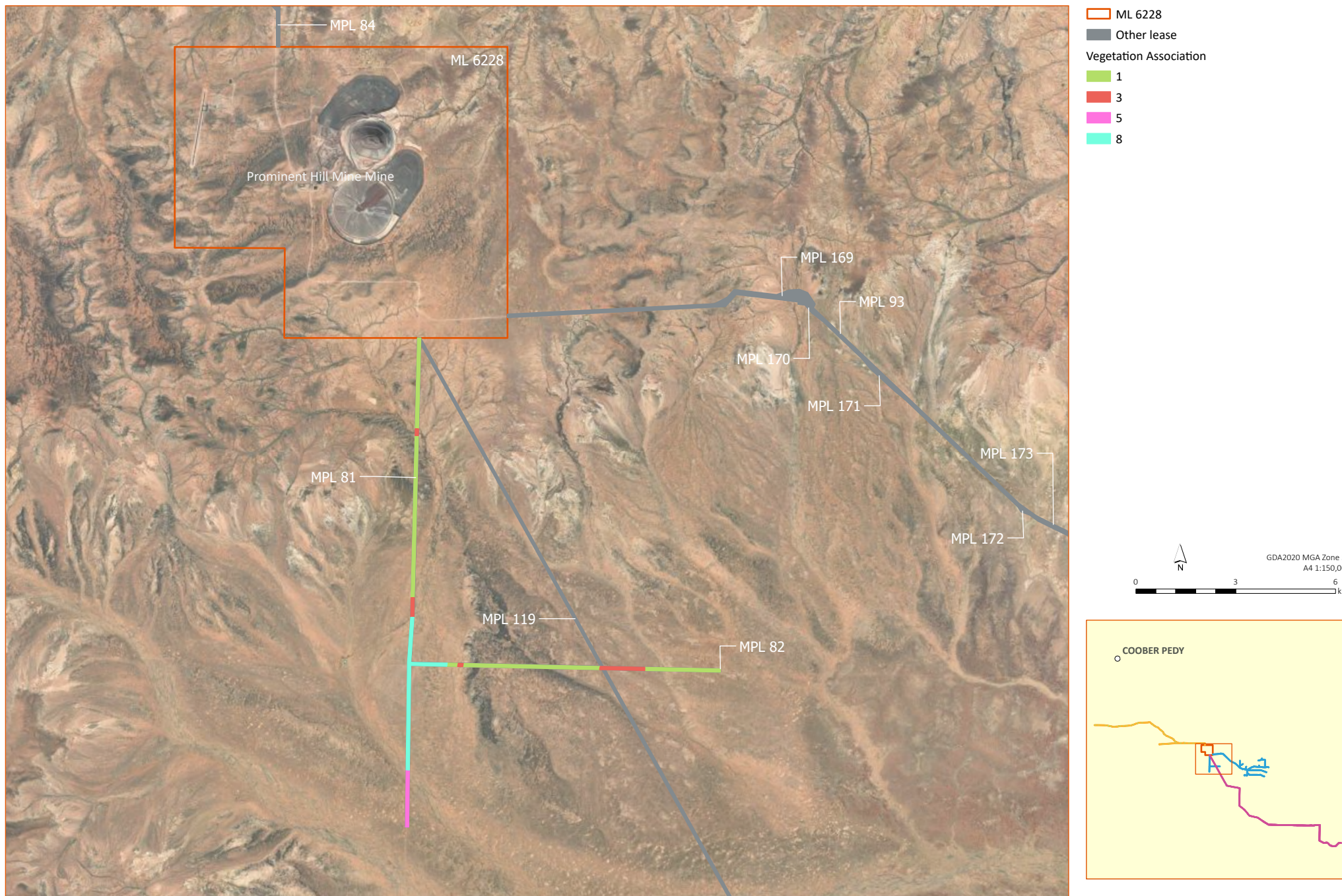


Figure 2.5 | Virgo borefield MPL vegetation associations



Figure 2.6 | Concentrate Export Road MPL vegetation associations

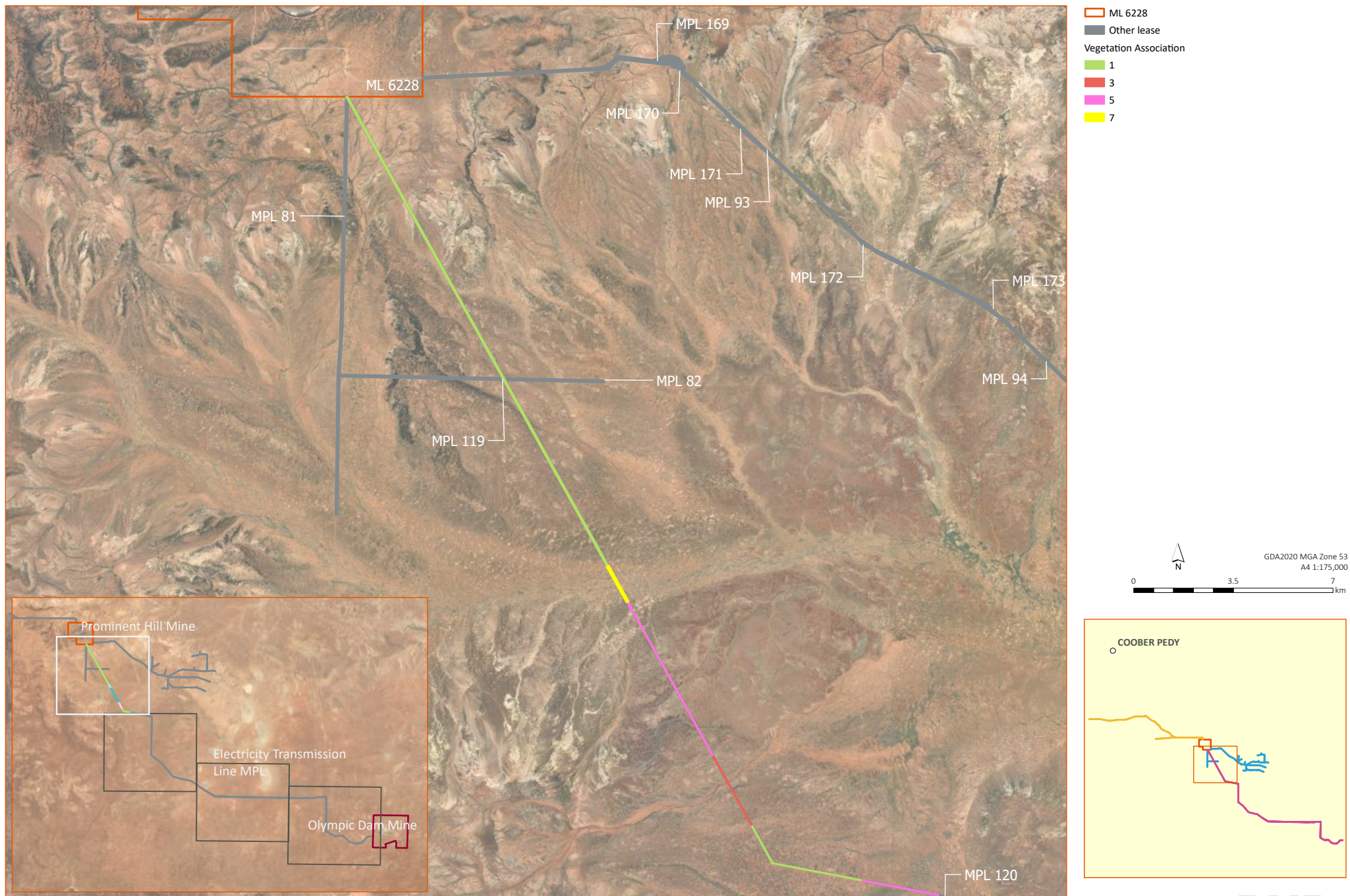


Figure 2.7 | Electricity Transmission Line MPL vegetation associations - Part 1



Figure 2.8 | Electrical Transmission Line MPL vegetation associations (part 2)



Figure 2.9 | Electrical Transmission Line MPL vegetation associations (part 3)

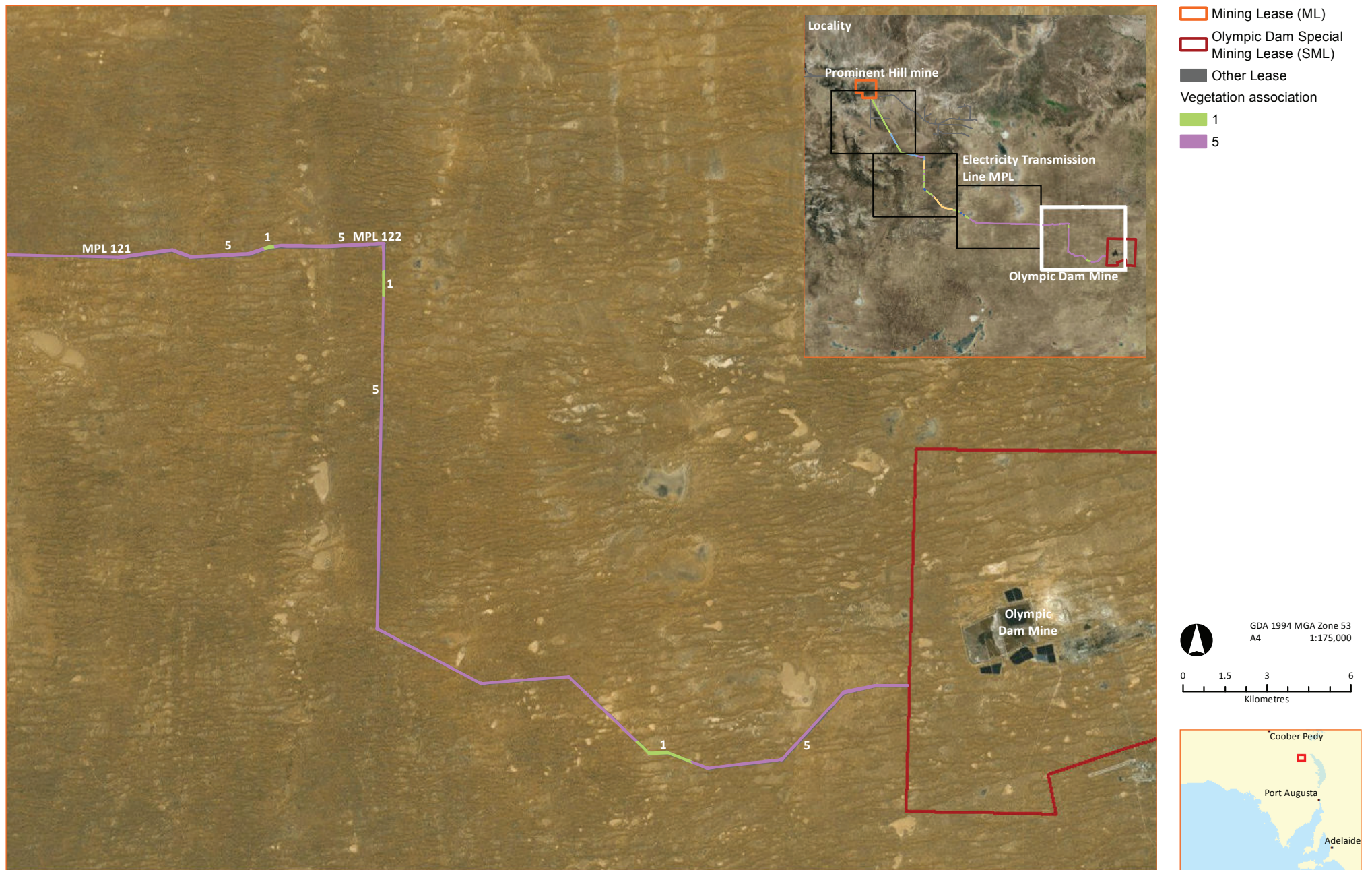


Figure 2.10 | Electrical Transmission Line MPL vegetation associations (part 4)

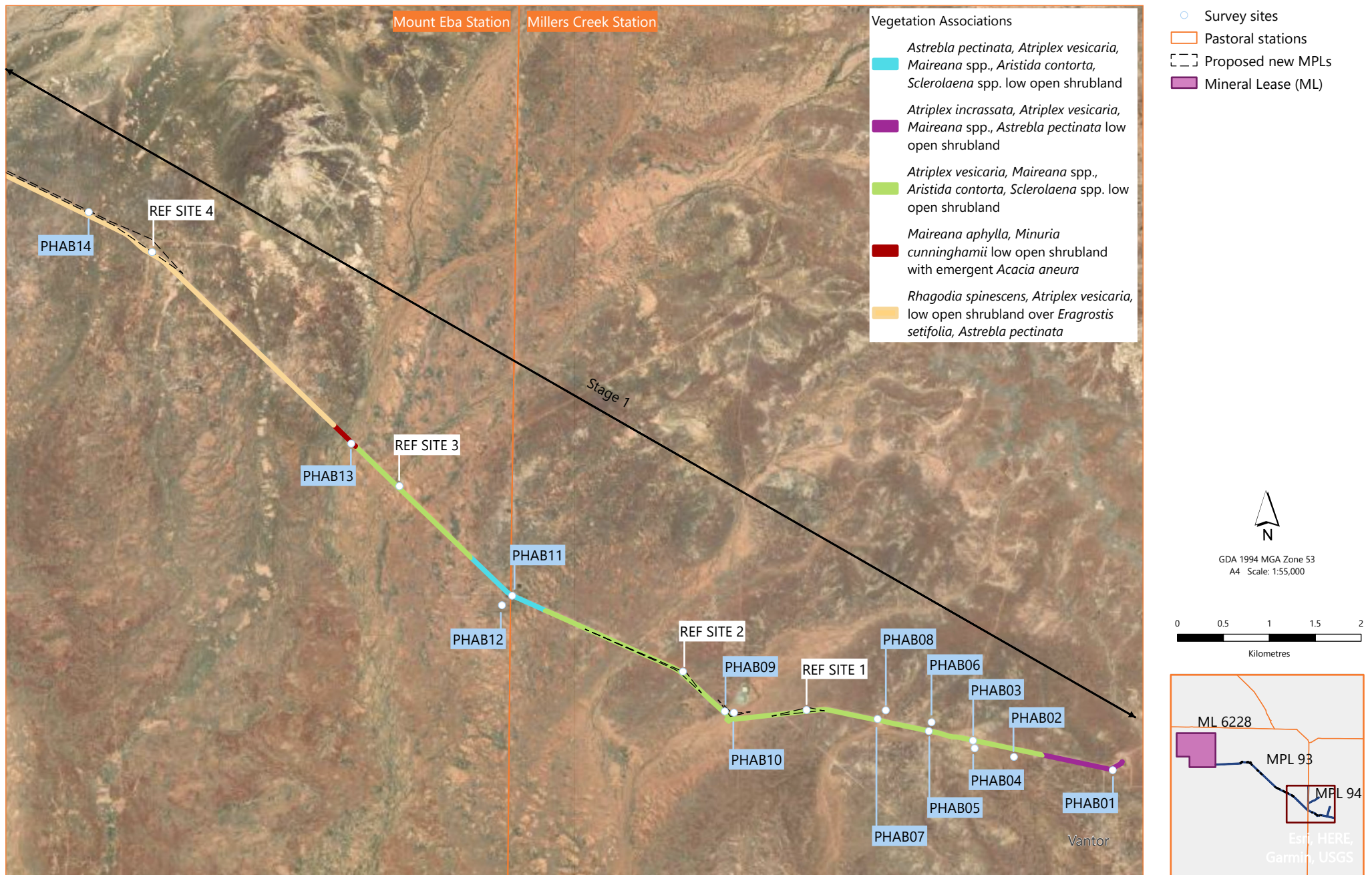


Figure 2.11 | Aries Borefield Pipeline Replacement Project vegetation associations of stage 1 and future stage disturbance footprints (1 of 2)

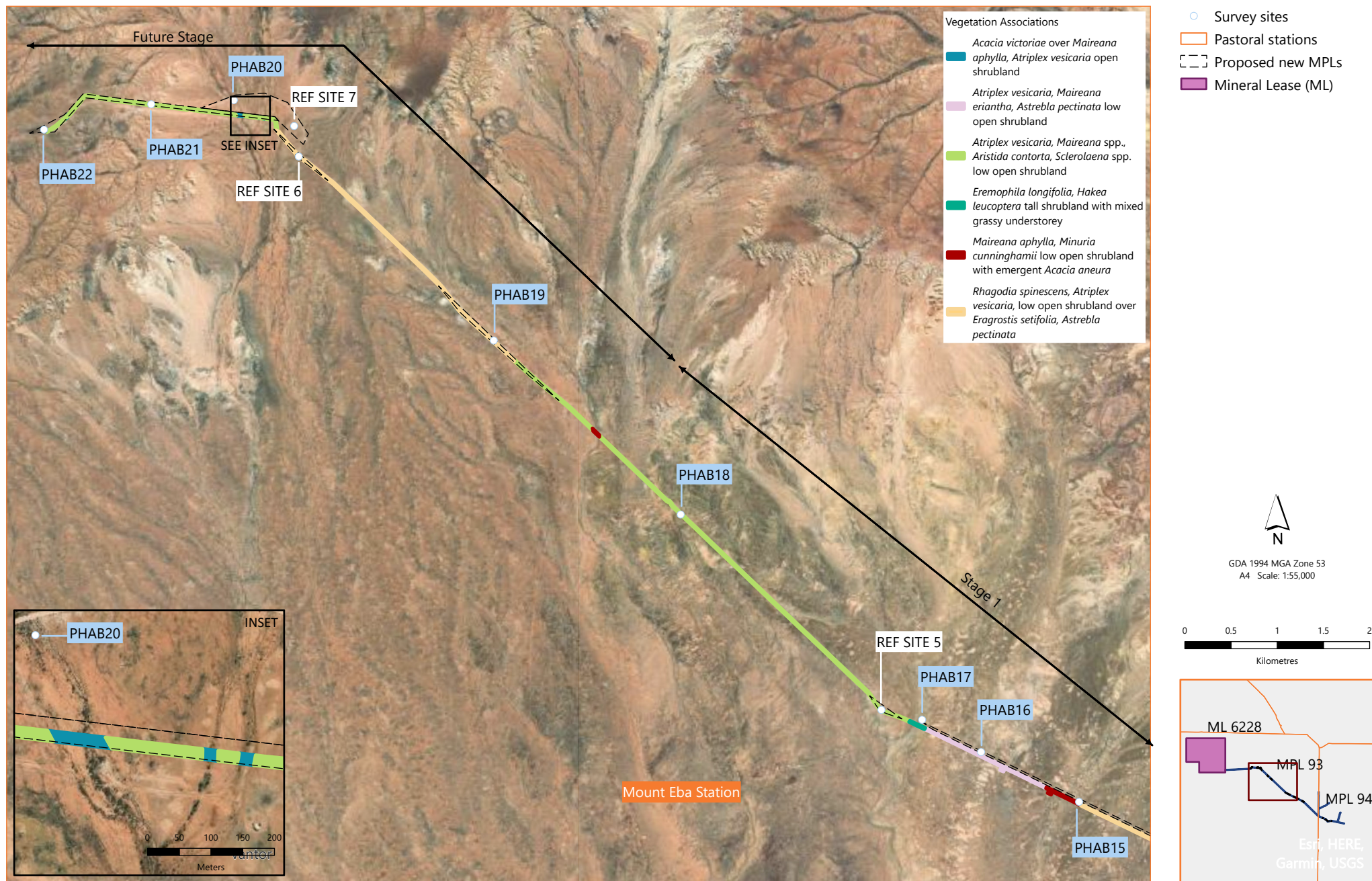


Figure 2.12 | Aries Borefield Pipeline Replacement Project vegetation associations of stage 1 and future stage disturbance footprints (2 of 2)

2.3.3 Flora

Baseline condition surveys were undertaken in 2005-2006, after which bi-annual (autumn and spring) flora and fauna surveys were undertaken until 2016. From 2017, an amendment to the PEPR allowed Prominent Hill to decrease this to an annual vegetation survey. The listed threatened flora species known to occur or potentially occurring within Prominent Hill leases are summarised in Table 2.4.

Four vegetation species of state or national conservation significance have been recorded within the ML, MPLs and/or EMLs during the course of vegetation survey activities. A number of additional species of conservation significance have been identified, which are likely to occur, or which may possibly occur, within the tenements (Table 2.4). No Threatened Ecological Communities (TECs) (listed under the EPBC Act) have been identified on site.

In general, the semi-arid zone supports few introduced flora species. Dispersal mechanisms for these species include rainfall events and fauna transportation (native, introduced and livestock); however, these species are also easily distributed by vehicle movements along access tracks and by earthwork constructions. Arid area introduced flora species are also typically respond to heavy rainfall events and are widespread throughout the arid region. No Weeds of National Significance, declared plants (*Natural Resources Management Act 2004* (SA)) or Priority Weeds of the South Australian Arid Lands (SAAL) Region have been recorded within the ML. However during the 2016 Autumn Survey, buffel grass (*Cenchrus ciliaris*), a weed declared under the *Landscape South Australia Act 2019* (SA) (LSA Act), was detected along a small section the Haul Road near the Stuart Highway underpass and at the Wirrida Siding. Both outbreaks have since been controlled.

Table 2.4 | Potentially occurring and known threatened flora species at the Prominent Hill Project

Species name	Common name	Conservation status		Likelihood within leases
		National	State	
Listed Threatened – EPBC Act				
<i>Frankenia plicata</i>	sea-heath	EN	V	Likely (ML) Likely (Borefields)
<i>Maireana melanocarpa</i>	black-fruit bluebush	V	R	Possible (All)
<i>Stemodia haegii</i>	Haegi's stemodia	E	R	Possible (Borefields)
<i>Austrostipa nullanulla</i>	club spear-grass	V	R	Possible (Concentrate Export Road) Possible (Transmission Line)
Listed Threatened – NPW Act				
<i>Atriplex eichleri</i>	Eichler's saltbush		R	Possible (Borefields)
<i>Atriplex morrisii</i>	-	-	V	Possible (Borefields)
<i>Brachyscome eriogona</i>	-	-	R	Known (ML)
<i>Embadium johnstonii</i>	Johnston's slipper-plant	-	V	Likely (Aries Borefield)

Species name	Common name	Conservation status		Likelihood within leases
		National	State	
<i>Eremophila pentaptera</i>	small-leaf emubush	-	R	Possible (ML) Possible (Aries Borefield)
<i>Eryngium vesiculosum</i>	prostrate blue devil	-	R	Possible (Borefields)
<i>Gilesia biniflora</i>	western tar-vine	-	R	Possible (All)
<i>Goodenia chambersii</i>	-	-	R	Possible (ML)
<i>Goodenia lobata</i>	-	-	R	Possible (Virgo borefield) Likely (Aries borefield)
<i>Lepidium pseudoruderale</i>	-	-	R	Possible (All)
<i>Ptilotus barkeri</i>	Barker's mulla mulla	-	R	Possible (Borefields)
<i>Roepera compressa</i>	thick twinleaf	-	R	Known (ML) Possible (Borefields) Possible (Access Road)
<i>Roepera humillima</i>	small fruit twinleaf	-	R	Possible (All)
<i>Roepera hybrida</i>	-	-	R	Possible (All)
<i>Santalum spicatum</i>	sandalwood	-	V	Known (Transmission line)
<i>Sclerolaena blackiana</i>	Black's bindyi	-	R	Known (ML) Possible (Access Road) Possible (Borefields)
<i>Sclerolaena holtiana</i>	Holt's bindyi	-	R	Possible (ML) Possible (Aries Borefield)
<i>Swainsona oligophylla</i>	-	-	R	Possible (All)
<i>Tecticornia cupuliformis</i>	-	-	V	Possible (All)
<i>Wurmbea stellata</i>	Star Nancy	-	R	Possible (ML) Possible (Access Road)

National: Australia (EPBC Act); State: South Australia (NPW Act; EN: Endangered, V: Vulnerable, R: Rare Mi: Migratory.

2.3.4 Fauna

Data on fauna has also been collected during the bi-annual flora and fauna surveys from 2007 to 2016. As of 2017 fauna monitoring no longer occurs at the operation, however habitat monitoring does still occur on an annual basis.

Table 2.5 summarises the information on listed threatened and migratory fauna species known to occur or may occur within Prominent Hill tenements. Introduced species are summarised in Table 2.6.

There have been four nationally listed (three threatened and one migratory) and eight State-listed threatened species recorded as occurring within the Project area. A number of other species are considered likely to occur or may occur within the tenements. These are detailed in Table 2.5.

Introduced fauna species recorded within the Project area are detailed in Table 2.6. Abundance and diversity of introduced species has remained relatively constant since the commencement of monitoring, with fluctuations correlated to meteorological conditions, and in particular seasonal rainfall.

Table 2.5 | Potentially occurring and known threatened fauna at Prominent Hill Project

Species name	Common name	Conservation status		Likelihood within leases
		National	State	
Listed Threatened – EPBC Act				
<i>Aphelocephala leucopsis</i>	Southern Whiteface	V		Known (ML) Possible (Aries Borefield) Possible (Virgo Borefield) Possible (Electricity Transmission Line) Possible (Concentrate Export Road)
<i>Acanthiza iredalei iredalei</i>	slender-billed thornbill	V	V	Possible (Aries Borefield)
<i>Amytornis modestus indulkana</i> (previously <i>Amytornis textilis modestus</i>)	thick-billed grasswren	V	R	Known (ML) Known (Concentrate Export Road) Known (Transmission Line) Possible (Virgo Borefield) Known (Aries Borefield)
<i>Macrotis lagotis</i>	greater bilby	V		Possible (Electricity Transmission Line)
<i>Austrostipa nullanulla</i>	club spear-grass	V	R	Possible (Concentrate Export Road) Possible (Transmission Line)
<i>Ophidiocephalus taeniatus</i>	bronzeback snake-lizard	V	V	Possible (ML) Possible (Aries Borefield)
<i>Pedionomus torquatus</i>	plains-wanderer	V	E	Possible (ML) Possible (Concentrate Export Road) Possible (Aries Borefield)
<i>Pseudomys australis</i>	plains mouse	V	V	Known (ML) Likely (Concentrate Export Road) Likely (Transmission Line) Possible (Virgo Borefield) Likely (Aries Borefield)
Listed Migratory – EPBC Act				
<i>Apus pacificus</i>	fork-tailed swift	Mi		Possible (Aries Borefield)
<i>Ardea alba</i>	great egret	Mi		Possible (Aries Borefield)
<i>Charadrius veredus</i>	oriental plover	Mi		Possible (Aries Borefield)
<i>Merops ornatus</i>	rainbow bee-eater	Mi		Known (ML) Likely (Concentrate Export Road) Known (Electricity Transmission Line) Likely (Aries Borefield)
Listed Threatened – NPW Act				
<i>Anas rhynchos</i>	Australasian shoveller	-	R	Possible (Aries Borefield)
<i>Aphelocephala pectoralis</i>	chestnut-breasted whiteface	-	R	Known (All)

Species name	Common name	Conservation status		Likelihood within leases
		National	State	
<i>Ardeotis australis</i>	Australian bustard	-	V	Known (ML) Possible (Concentrate Export Road) Possible (Aries Borefield)
<i>Cacatua leadbeateri</i>	Major Mitchell cockatoo	-	V	Possible (ML)
<i>Coturnix ypsilophora</i>	brown quail	-	R	Known (ML)
<i>Falco hypoleucos</i>	grey falcon	-	R	Known (ML)
<i>Hamirostra melanosternum</i>	black-breasted buzzard	-	R	Possible (ML) Possible (Concentrate Export Road) Possible (Aries Borefield)
<i>Lophoictinia isura</i>	square-tailed kit	-	V	Possible (ML)
<i>Neophema chrysostoma</i>	blue-winged parrot	-	V	Possible (ML) Possible (Concentrate Export Road) Possible (Aries Borefield)
<i>Neophema splendida</i>	scarlet-chested parrot	-	R	Possible (Concentrate Export Road)
<i>Phaps histrionica</i>	flock bronzewing	-	V	Likely (ML) Possible (Concentrate Export Road) Possible (Aries Borefield)
<i>Pyrrholaemus brunneus</i>	redthroat	-	R	Possible (ML) Known (Concentrate Export Road) Possible (Aries Borefield)
<i>Stictonetta naevosa</i>	freckled duck	-	V	Possible (Aries Borefield)

National: Australia (EPBC Act); State: South Australia (NPW Act); EN: Endangered, V: Vulnerable, R: Rare Mi: Migratory.

Table 2.6 | Introduced fauna species recorded at Prominent Hill Project area

Species name	Common name	Significance		
		National	State	NRM
<i>Canis lupus familiaris</i>	Dingo / wild dog	-	D	-
<i>Felis catus</i>	feral cat	KTP, TAP	D	K
<i>Mus musculus</i>	house mouse	-	D	-
<i>Oryctolagus cuniculus</i>	European rabbit	KTP, TAP	D	K
<i>Passer domesticus</i>	house sparrow	-	D	-
<i>Vulpes vulpes</i>	red fox	KTP, TAP	D	K

National: Australia (EPBC Act and Australian Pest Animal Strategy 2007); State: South Australia (declared animal pests Landscape South Australia Act 2019); Landscape Management region: South Australian Arid Lands (key pest species of the SAAL Region) KTP: Key Threatening Process, TAP: Threat Abatement Plan, D: Declared K: Key Pest Species.

2.4 SEB On-ground Offset Area requirements (previous clearance)

The baseline land condition was surveyed prior to any project-related clearance, as provided in Badman (2005, 2006), Moseby (2005), Oxiana (2006) and summarised in the MARP (2009). The surveys were undertaken to characterise the existing environment and ultimately, determine vegetation condition and assign SEB ratios. A subsequent review using then current native vegetation assessment and SEB calculation methodologies (NVC 2024a, NVC 2024b) was undertaken in 2024 of areas impacted by the Aries Transfer Pipeline Replacement Project (Lathwida 2025). Note that SEB RAM and calculation summary sheets were subsequently updated to reflect the latest electronic version available at the time, as presented in Appendix D and Appendix E of Lathwida (2025). Calculation sheets have since been updated a third time (15 April 2026) to reflect the current version of available calculation sheets (dated 09 September 2025) at the time of PEPR finalisation. The latest versions have been provided separately to the NVC and are in accordance with current guidelines and policy (NVC 2024a, NVC 2024b, NVC 2025).

Actual clearance areas for the operation have been calculated using GIS analysis of aerial imagery, in parallel with engineering design drawings. It is noted that original assessment resulted in a larger area of clearance than originally calculated (MARP 2009) from assessment of design drawings alone. As part of the 2018 reconciliation of clearance, it was confirmed that a total of 2,039 ha of land within the ML and associated tenements had been cleared as part of the mine development, including the open pit area, waste rock dump (WRD), tailings storage facility (TSF), airfield, accommodation village, access roads, concentrate haul road, transmission line, operations borefield and construction borefield (Virgo). This area includes the EMLs, as well as an additional area to account for existing road and track widening, footings and a maintenance track along the transmission line.

An initial assessment of the SEB requirements for this area of impact based on the SEB ratios assigned to the different clearance areas by Badman (2006), indicates an 'initial SEB requirement' of 15,274 ha.

As discussed in Section 1.1 the 2005 Guidelines, provide for a 50% reduction in the SEB ratio for areas of land to be restored at the completion of mining activities, and this 50% reduction was accepted by the NVC (pers. comm Adam Schutz, NVC, December 2019).

Areas proposed to undergo restoration activities include the entire concentrate road, transmission line maintenance track, operations wellfield, construction wellfield, as well as a portion of the main project area (around 22% of the mine project area, including the airfield, accommodation village and site offices). The open pit, TSF and WRD, as well as the access road will remain in-place with no on-site restoration. The total area of on-site restoration equates to 855 ha out of the 2,038 ha of current clearance. On-site rehabilitation is also a condition of the PEPR, and will therefore require monitoring and be regulated by the DEM. A 50% reduction in offset for the 855 ha results in an overall SEB offset requirement (with on-site restoration) of 12,254 ha, representing 80% of the initial SEB requirement (see Table 2.7 below for details).

2.5 SEB offset requirements (new clearance)

The SEB associated with all new proposed clearance will be subject to the latest policies and guidelines as relevant at the time of approval (NVC 2025, NVC 2024a, NVC 2024b).

The Aries Transfer Pipeline Replacement Project (Stage 1) was assessed in 2024, but SEB calculations have been updated to reflect the current available calculation datasheets (dated 09 September 2025, provided separately to the NVC for consideration) and policy (NVC 2025). This clearance is new (as described by BHP 2025) and has not been considered by previous versions of this Plan.

The Aries Transfer Pipeline Replacement Project (Stage 1), occurring within the Aries borefield, will disturb an additional 35.77 ha that will require either an on-ground offset of 1,973.08 SEB points or a payment into the Native Vegetation Fund of \$140,458.82 (SEB Payment \$133,136.32 and Administration Fee of \$7,322.50) (refer Section 2.8).

It is noted that this disturbance is not proposed to be staged in any way and will be offset in entirety prior to the commencement of the Project (Lathwida 2025). It is also noted that no reductions have been applied to the SEB calculation.

2.6 SEB offset calculations and review

The following outlines the SEB area calculations which formed part of the Stage Two Significant Environmental Benefit Offset Area Management Plan, for clearance occurring prior to the July 2017 changes to the NV Act and associated policy and in association with the SEB On-ground Offset Area.

A summary of the SEB requirements as relevant to the disturbance associated with approval and old NV Act policy (predating July 2017), is provided in Table 2.7. This table provides the assessed offset ratio and clearance area as permitted under pre-2017 NV Act Policy (as quantified using assessment of aerial imagery, coupled with design drawings) and initial offset requirements.

Table 2.7 | Summary of calculation of SEB offset area requirements (NV Act Policy pre-2017)

Tenement area	Initial SEB ratio (1 to 10)	2018 calculations of area cleared (ha)	Initial SEB offset area (ha)	Area to be restored on-site (ha)	SEB offset area with reductions of 50% for areas to be restored on-site (ha)
Mine lease (Project area)	8	1,433	11,459	309	10,226
Access road	4	60	241	0	241
Concentrate road	6	209	1,253	209	627
Transmission line	6	151	904	151	452
Aries wellfield	8	141	1,130	141	565
Virgo wellfield	8	7	59	7	30
EMLs	6	38	226	38	113
Total		2,039	15,274	855	12,254

The SEB boundary encompassed an area of 12,415 ha and includes the ML (and associated infrastructure). Of the total SEB area, 1,432 ha ('Project area') and 7 ha (from 'Access road') have been designated as 'cleared' (Table 2.7). This leaves a legitimate offset area of 10,975 ha, which has been fenced-off to exclude stock, and actively managed and monitored by OZ Minerals since 2005 (Moseby, 2005; Badman, 2005, 2006; EBS Ecology 2007a, 2007b, 2008, 2009a, 2009b, 2010a, 2010b, 2010c, 2011a, 2011b, 2012a, 2012b, 2012c, 2013a, 2013b, 2014a, 2014b, 2015a, 2015b, 2016, 2017).

As discussed in Section 2.4 BHP will claim a 50% reduction for areas to be rehabilitated, this brings the total SEB requirement to 12,254 ha. In 2022 the available offset area was estimated to be 10,975 ha, with an additional 1,279 ha required. The additional 1,279 ha of offset was achieved through payment into the NV Fund, as described in Section 1.1.

2.7 Financial SEB offset into the NV Fund 2017-Current (SEB payment)

As identified in Section 1.1.2 of this document, in 2017 OZ Minerals had incorporated into the NV Fund payment calculation a further 40 ha of clearance, to serve as credit for possible future clearance. Payment into the NV Fund occurred after all credits of the SEB On-ground Offset Area were consumed.

Since this time, OZ Minerals have cleared vegetation within the ML area. As at February 2019, total payments to the NVC to offset native vegetation clearance associated with the Prominent Hill Project totalled \$171,459.16. This covered all additional SEB offset required up to February 2019, and to provide the 40 ha SEB credit. The use of SEB credit to date has largely been associated with the expansion of the Northern WRD, construction of an abandonment bund east of the pit and activities associated with the Prominent Hill Expansion Project (PHOX) including the construction of a refrigeration plant (activities contemplated by previous approvals).

As at the end of 2025, BHP have credit remaining on the project. Refer to for a summary of SEB Offset credit history.

Table 2.8 | SEB Offset Area Credit summary

Offset Stage	Date	SEB Offset Requirement	SEB Consumed	SEB Balance (as at 2025)
Original liability	2006	10,975 ha	10,975 ha	0
Review of original liability – fund payment	2018	1279 ha	1279 ha	0
40 ha credit (in addition to fund payment)	2018	40 ha	20.54 ha ¹	19.31 ha

2.7.1.1 Approvals pathway for use of SEB credit

In addition to the clearance undertaken since 2019, minor clearances of native vegetation will be required periodically to responds to operational changes. As such, it has been agreed with DEM and the Native Vegetation Branch (NVB) that the most appropriate pathway to be able to use the remaining credit and provide regulatory oversight of its use would be through a self-assessment and notification to DEM.

BHP would provide a self-assessment to inform DEM prior to any land clearance greater than 2 ha occurring. The notification detailing the land clearance should include the following information:

- description of the activity which will clear native vegetation
- size of land clearance to occur
- vegetation association to be cleared
- balance of remaining credits.

Once the remaining credits (under the pre 2017 guidelines) are exhausted, all future Project related disturbance would be undertaken as per the *Native Vegetation Regulations* 2017, with SEB calculations completed in accordance with the policies and procedures provided by DEW as current at the time of this future consideration.

2.8 Aries Pipeline Replacement Project (Engage an Accredited Third-Party Provider)

A summary of the SEB requirements as associated with Stage 1 of the Aries Transfer Pipeline Replacement Project has been determined under new NV Act policy (post-2017) (NVC 2025, NVC 2024a, NVC 2024b) and is provided in Table 2.9. The current SEB method produces a numerical Unit Biodiversity Score (UBS, 0 to 100) representing the biodiversity of value per hectare (ha) of the assessed area. The Total Biodiversity Score (TBS, or the total points of loss in the case of a spill site) is determined through multiplying the UBS by the size of the area to which it is applied (i.e. in this case, the disturbance footprint). A loss factor of 1 (total loss, as opposed to trimming of plants) is assumed. The SEB Points required to offset the loss is calculated to be 5% greater than the Total Biodiversity Score (TBS), with the intent to deliver a net positive gain (i.e. the proposed total offset will be greater than the determined loss of native vegetation).

The Aries Borefield Replacement Project (Stage 1) will require a total land disturbance of 35.77 ha, which could be offset by payment into the Native Vegetation Fund (\$140,458.82; SEB Payment \$133,136.32 and Administration Fee \$7,322.50), or the provision of an on-ground offset providing 1,973.08 SEB Points (Table 2.9, also refer Lathwida 2025).

The small size of the required offset combined with the nature of surrounding land rights (i.e. crown leases not held by BHP), and a lack of third-party offset providers in proximity to the Prominent Hill Project, make it difficult for BHP to deliver an on-ground offset in this instance. It is further noted that the established Prominent Hill on-ground offset is fully utilised and cannot be expanded (due to location of operations and the aforementioned land access constraints).

It is not BHPs preference to pay directly into the NVC. In consultation with the NVC and Nature Foundation, BHP will elect to offset the 1,973.08 SEB Points required for the Aries Transfer Pipeline Replacement Project through the purchase of suitable credits from Nature Foundation (a NVC accredited third party offset provider) on Witchelina Station (Nature Reserve), located on the edge of Lake Torrens. Whilst not within Stony Plains IBRA, this option has previously been discussed with and vetted by the NVC (March 2025 and June 2025, with DEM and DEW, refer 2025 Consultation Table 7.6 of the associated PEPR). BHP will continue to work with Nature Foundation and the NVC to select an area that is like or like or better, and reflective of similar stony tablelands chenopod dominated habitat that will be predominantly disturbed by this Project. Witchelina Station has a range of similar native vegetation types in equivalent or better condition, to those that are common across the Prominent Hill Project region more broadly (for example, *Atriplex vesicaria* low open shrubland, *Maireana aphylla* shrubland and *Atriplex nummularia* +/- *Maireana aphylla* shrubland). Further, Witchelina Station also provides habitat for threatened species with direct relevance to Prominent Hill; Thick-billed Grasswren and Plains Mouse (refer Section 2.3.4). Being within a protected Nature Reserve, this area further has secure and ongoing protection from future potential disturbances with expected protection in-perpetuity.

The disturbance is not proposed to be staged in any way and will be offset in entirety prior to the commencement of the Project.

BHP have elected not to apply discounting to the SEB offset calculation.

Lastly, BHP acknowledges that this update only considers Stage 1 of the Aries Borefield Replacement Project. Future stages, if required, will be contemplated by future updates to this plan.

Table 2.9 | Summary of calculation of SEB offset area requirements for Aries Transfer Pipeline Replacement Project Stage 1 (NV Act Policy post-2017)

PHO mapped vegetation association (VA) (broad vegetation groups)	New Vegetation Associations and Survey Sites ¹	UBS	Disturbing (ha)	TBS	SEB Points Required	SEB Payment	Admin Fee	Total SEB Cost ²
1: <i>Atriplex vesicaria</i> (Bladder Saltbush) and <i>Maireana astrotricha</i> (Low Bluebush), low, very open shrubland on clay soils with a shale surface strew.	<i>Atriplex incrassata</i> , <i>Atriplex vesicaria</i> , <i>Maireana</i> spp., <i>Astrebla pectinata</i> low open shrubland (PHAB01)	50.46	1.57	79.22	87.14	\$5,879.89	\$323.39	\$6,203.28
	<i>Atriplex vesicaria</i> , <i>Maireana</i> spp., <i>Aristida contorta</i> , <i>Sclerolaena</i> spp. low open shrubland (PHAB02-PHAB10, PHAB18, PHAB21-PHAB22)	48.99	16.20	793.64	873.00	\$58,906.89	\$3,239.88	\$62,146.77
	<i>Astrebla pectinata</i> , <i>Atriplex vesicaria</i> , <i>Maireana</i> spp., <i>Aristida contorta</i> , <i>Sclerolaena</i> spp. low open shrubland (PHAB11 PHAB12)	44.67	1.72	76.82	84.50	\$5,701.75	\$313.60	\$6,015.35
	<i>Maireana aphylla</i> , <i>Minuria cunninghamii</i> low open shrubland with emergent <i>Acacia aneura</i> (PHAB13, PHAB15)	53.10	1.43	75.93	83.52	\$5,635.63	\$309.96	\$5,945.59
	<i>Rhagodia spinescens</i> , <i>Atriplex vesicaria</i> , low open shrubland over <i>Eragrostis setifolia</i> , <i>Astrebla pectinata</i> (PHAB14, PHAB19)	52.90	5.28	279.29	307.22	\$20,730.10	\$1,140.16	\$21,870.26
	<i>Atriplex vesicaria</i> , <i>Maireana eriantha</i> , <i>Astrebla pectinata</i> low open shrubland (PHAB16)	50.38	1.57	79.10	87.01	\$5,871.12	\$322.91	\$6,194.03
Sub-total			27.77	1,384	1,522.39	\$102,725.38	\$5,649.90	\$108,375.28
6: <i>Atriplex nummularia</i> ssp. <i>omissa</i> (Oodnadatta Saltbush) low open shrubland with numerous gilgais and a surface strew of silcrete gibbers	<i>Atriplex vesicaria</i> , <i>Maireana</i> spp., <i>Aristida contorta</i> , <i>Sclerolaena</i> spp. low open shrubland (PHAB02-PHAB10, PHAB18, PHAB21-PHAB22)	48.99	2.10	102.88	113.17	\$7,636.30	\$420.00	\$8,056.30
	<i>Rhagodia spinescens</i> , <i>Atriplex vesicaria</i> , low open shrubland over <i>Eragrostis setifolia</i> , <i>Astrebla pectinata</i> (PHAB14, PHAB19)	52.90	3.75	198.38	218.22	\$14,724.70	\$809.86	\$115,534.56
Sub-total			5.85	301.26	331.39	\$22,361.00	\$1,229.86	\$23,590.86
7: <i>Maireana aphylla</i> (Cottonbush)/ <i>Minuria cunninghamii</i> (Bush Minuria) low open shrubland or hummock grassland vegetation associated with watercourses	<i>Atriplex vesicaria</i> , <i>Maireana</i> spp., <i>Aristida contorta</i> , <i>Sclerolaena</i> spp. low open shrubland (PHAB02-PHAB10, PHAB18, PHAB21-PHAB22))	48.99	0.76	37.23	40.95	\$2,763.16	\$151.97	\$2,915.13
	<i>Atriplex vesicaria</i> , <i>Maireana eriantha</i> , <i>Astrebla pectinata</i> low open shrubland (PHAB16)	50.38	1.07	53.91	59.30	\$4,001.35	\$220.07	\$4,221.42
	<i>Eremophila longifolia</i> , <i>Hakea leucoptera</i> tall shrubland with mixed grassy understorey (PHAB17)	54.14	0.32	17.32	19.05	\$1,285.43	\$70.70	\$1,356.13
Sub-total			2.15	108.46	119.30	\$8,049.94	\$442.74	\$8,492.68
Grand Total			35.77	1,793.72	1,973.08	\$133,136.32	\$7,322.50	\$140,458.82

1 Where multiple sites have been surveyed defining a single vegetation association, relevant input metrics have been averaged (refer calculation summary scoresheets)
2 SEB calculations have been completed in reference to NVC (2025) and using the latest available Rangeland Assessment Method (RAM) electronic scoresheet and Pastoral clearance summary scoresheet (dated 9 September 2025).

3. Managing threatened processes within the SEB On-ground Offset Area

3.1 Overview

As identified in Section 1 of this document, a key objective in demonstrating SEB achievement is to support habitat within the offset area (i.e. the land surrounding Project infrastructure within the SEB boundary), by managing threatening processes during Prominent Hill operations. The key threatening processes include:

- habitat disturbance through mining activities.
- introduction and/or spread of introduced flora and fauna.
- native and feral grazers (which may be attracted to water), and;
- increased numbers of predator species (foxes, cats, wild dogs) due to presence of putrescible waste, water, interactions with staff (feeding), and opening up of tracks resulting in increased accessibility.

Other, minor threatening processes include direct interactions with people (e.g. vehicle strike of fauna), dust impacts along haul roads as a result of material movement, and noise and light influences on native fauna.

Since the commencement of the Prominent Hill Project, OZ Minerals and now BHP undertake numerous measures to manage threatening processes, through the operational Environmental Management System for the mine. The Environmental Management System comprises Standard Operating Procedures, Task Instructions and associated record keeping procedures developed to manage threatening processes at Prominent Hill. These Standard Operating Procedures, Task Instructions and procedures are intended to be updated as required to enable adaptive management practices, where possible.

It is expected that effective management of threatening processes will assist in supporting the habitat of the offset area. As such, SEB achievement for the offset area will be demonstrated by undertaking the activities detailed in Section 4 to manage threatening processes during Project operations, in accordance with the Prominent Hill Environmental Management System.

3.2 Habitat and land disturbance

As part of the Stage One Management Plan process, the SEB offset area was destocked and a stock-proof fence erected, which is expected to reduce total grazing pressure in the offset area. Where roads enter the site, cattle grids have been placed to manage grazing animal encroachment. Visual inspections of the fence line are undertaken on a half-yearly basis as per the Task Instruction – SEB Fence Line Inspection (4.2.0TIN004). Any damage to the fence is reported immediately, so that it can be rectified. Details of these inspections are recorded on the SEB Fence Line Inspection – Field Record Sheet (4.2.0FRM001), which is retained electronically along with photos of the four-photo boundary points (southern, western, eastern and northern boundaries) on the operations server.

Prior to any disturbance activity within the SEB and project area, there is a requirement for a Land Clearance Application (4.2.OPER001) to be submitted to the Environment Team. During this visit, the land will be assessed for sensitive species, biodiversity and conservation and cultural significance. Strategies used to minimise land clearances and environmental impacts are:

- avoidance of habitats associated with listed species, such as cracking clays/gilgai habitat and creek lines
- utilisation of an ecologically sensitive area/infrastructure overlay and a culturally sensitive area/infrastructure overlay to drive decision making process for infrastructure locations
- avoidance of the construction of water bodies where possible, to reduce the attraction of introduced species, habitat displacement and competition; and
- utilisation of existing tracks and cleared areas, where possible.

If the application is approved, it will be authorised by Environment and other personnel and detail any restrictions of the permit, such as areas to avoid, which will be marked with flagging tape. All land clearance and disturbance activities will be undertaken in accordance with this Plan, the PEPR, and meet the requirements of the NV Act and the Native Vegetation Regulations 2017 (SA) (where appropriate).

Disturbance areas are compiled in a spreadsheet and entered into the BHP GIS system, allowing current site disturbance to be quantified as needed. Aerial photography is undertaken annually to assist in the quantification and verification of current land disturbances, as well as inform various internal BHP departments regarding the status of their respective operations (e.g. the extent of the progression of the WRDs. Aerial photography is saved to the BHP server for use by BHP personnel as required.

3.3 Feral animal control

Five introduced vertebrate species (other than sheep and cattle) have been identified in the offset area and surrounding region, comprising the European rabbit, house mouse, feral cat, red fox and wild dog. Of these, the feral cat, rabbit and fox are of most concern.

The European rabbit is present in low densities across the region, with warrens mainly within calcrete outcrops. Feral cats have been observed in the offset area, present in low densities in the surrounding area. Tracks and scats from the red fox have been observed and red foxes are considered common at low densities in the offset area. Predation of native wildlife by cats and foxes is also listed as a key threatening process in accordance with the EPBC Act. These are managed with a combination of baiting, trapping and spotlight monitoring.

3.3.1 Feral animal baiting

Baiting for foxes (and wild dogs) is undertaken in line with the South Australian Arid Lands Landscape (SAAL :Landscape) Board's Best Practice Guidelines for Wild Dog Control (2017), as well as the Safe Operating Procedure – Feral Animal Baiting (4.2.OSOP009) and Task Instruction – Feral Animal Baiting (4.2.OTIN001). Details of baiting are recorded on the Fauna (Fox) Baiting – Field Record Sheet (4.2.0FRM009) and kept electronically on the operations server.

3.3.2 Feral animal trapping

Trapping for feral cats is undertaken as outlined in the Safe Operating Procedure – Feral Animal Trapping (4.2.0SOP003) and Task Instruction – Feral Animal Trapping (4.2.0TIN002). Details of trapping are recorded on the Cat Trapping Register located on the operations server. Where trapping is successful, the animal will be humanly euthanised as per the Safe Operating Procedure – Firearm Use (6.2.4SOP016). Feral animal trapping currently occurs throughout the year; with targeted programs occurring based on sightings from BHP personnel or during annual flora and habitat surveys.

3.4 Weed control

Weed management efforts are concentrated on eradicating any establishing populations of previously unknown (prior to mining operations) weed species and controlling the density and distribution of existing known weed infestations in these areas. Measures designed to avoid, minimise and manage the risks associated with weed infestation as a result of the project include:

- reducing the area of vegetation to be cleared, where possible;
- ensuring that vehicles and project equipment arrive on site clean and free of vegetative matter, seeds and mud;
- liaising with government agencies and technical specialists on appropriate measures to eradicate or control weed outbreaks;
- targeted implementation of weed control measures for any observed significant increase in the distribution or density of existing weeds;
- targeted implementation of weed control measures for new populations of weeds identified in previously uninfected areas; and
- regularly monitoring areas with a high potential for, or susceptibility to, weed invasion, such as along roadsides, recently cleared areas and permanently wet areas such as sewage ponds and drains.

Targeted weed monitoring has occurred during the autumn and spring bi-annual flora and fauna surveys until 2016, with results recorded and reported to BHP at the conclusion of each survey. As of the spring 2016 survey, no declared weeds have been recorded at any of the five monitoring locations (Figure 3.1), with the exception of the 2016 Autumn Survey. During this survey, Buffel Grass (*Cenchrus ciliaris*) was detected along a small section the Haul Road near the Stuart Highway underpass and at the Wirrida Siding. Both outbreaks have since been controlled. As a result, changes were made to the operations' weed monitoring program. This included reduced monitoring to an annual basis at each of the five monitoring locations. Monitoring is undertaken in autumn, as this is when introduced plants will most likely be evident. It is noted however that sites should also be checked in the few weeks following significant rainfall events to prevent the spread of weed species.

The following method occurs each year:

- records of counts and identification of any declared weed infestations observed along target transects; and
- records of weed control actions implemented (where relevant).

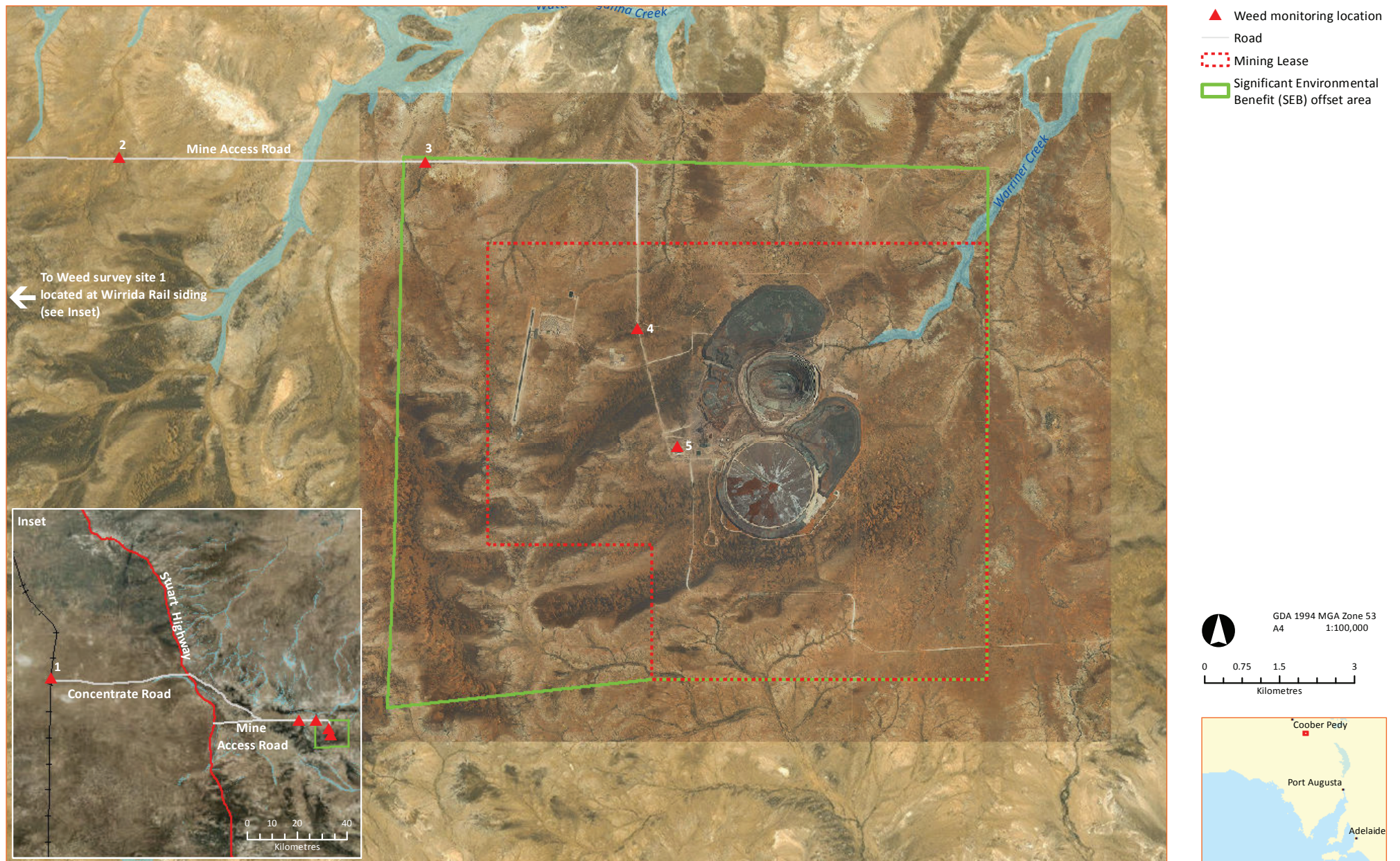


Figure 3.1 | Weed monitoring locations at Prominent Hill Project area

4. On-site restoration

As identified in Section 2.4 of this document, the Guidelines provide for a 50% reduction in the SEB ratio for areas of land to be restored at the completion of mining activities (DWLBC 2005). Prominent Hill has previously qualified for this reduction, as BHP intends to undertake restoration activities at selected on-site areas, cleared to enable mining activities. Areas intended to undergo restoration activities include:

- concentrate road
- transmission line maintenance track
- operations wellfield
- construction wellfield; and
- a portion of the main project area (around 22% of the mine project area, including the airfield, accommodation village and site offices).

The open pit, TSF and WRD, as well as the access road will remain in place with no on-site restoration. The total area of on-site restoration equates to 871 ha out of the 2,045 ha of current clearance. Please see Section 1.1 to Section 2.6 of this document for detail on SEB calculations.

4.1 Planning, implementation and monitoring on-site restoration

For areas proposed to undergo restoration activities, the development of an appropriate planning, implementation and monitoring system to demonstrate progression of the restoration areas is also proposed. At this stage of the Prominent Hill Project, the PEPR has been deemed the most appropriate mechanism to devise an on-site restoration program for SEB purposes.

Progressive rehabilitation planning must be incorporated into the PEPR and the design, location and timing of progressive rehabilitation should be based on the closure design (Department of Energy and Mining 2023). A closure strategy has been developed and implemented by BHP for Prominent Hill, which can be found within the PEPR. As the selected SEB areas are expected to undergo restoration activities upon ceasing of operations (that is, at mine closure), the restoration program will be integrated into closure planning. This will enable a streamlined approach, by facilitating comprehensive coordination of closure activities, reducing document duplication and eliminating the possibility of planning inconsistencies.

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5.2 Abbreviations and acronyms

Table 5.1 | Definition of acronyms

Abbreviation	Description
BoM	Bureau of Meteorology
DEM	Government of South Australia, Department for Energy and Mining
DPC	Government of South Australia, the Department of the Premier and Cabinet
DWLBC	Department of Water, Land and Biodiversity Conservation (see DEWNR)
EML	Extractive Minerals Lease
EPA	Government of South Australia, Environment Protection Authority
EPBC Act	Environment Protection and Biodiversity Conservation Act 1999 (Cth)
IBRA	Interim Biogeographic Regionalisation for Australia
LOM	Life of Mine
LSA	Landscape South Australia (as in SAAL LSA region)So you
MARP	Mining and Rehabilitation Program
ML	Mineral Lease
MPL	Miscellaneous Purposes Licence
NRM	Natural Resource Management
No.	Number
NVC	Native Vegetation Council
NV Fund	Native Vegetation Fund
PEPR	Program for Environment Protection and Rehabilitation
SAAL	South Australian Arid Lands
SEB	significant environmental benefit
TBS	Total Biodiversity Score
TSF	tailings storage facility
UBS	Unit Biodiversity Score

5.3 Units of measure

Table 5.2 | Units of measure

Unit	Description
%	per cent
\$	Australian currency in dollars
ha	hectare
km	kilometre
m	metre

BHP



Appendix D

Waste Management Plan



Prominent Hill Project

Waste Management Plan

April 2025

DOC CONTROL

Rev	Date	Reason for revision	Originator	Checked by	Approved by
3	25 Nov 2013	Reviewed document	M. Longbottom L. Polkinghorne	W. Short	W. Short
4	27 Apr 2015	Reviewed document	M. Thompson M. Longbottom	W. Short	W. Short
5	16 Jul 2016	Document review and update	L. Randell L. Polkinghorne	W. Short	W. Short
6	25 Nov 2017	Minor review	L. Randell	B. Vernon	B. Vernon
7	1 Mar 2021	Review – addition of in pit disposal of paste filled polypipe	T. Law	A. Gumley	A. Gumley
8	8 Jan 2024	New EPA licence condition details and expansion of landfill information including landfill classification assessment.	T. Law	P. Dear	P. Dear
9	21 Feb 2024	Clarification on closure capping system.	T. Law	P. Dear	P. Dear
10	15 Apr 2025	Conversion to BHP template	K. Fels	T. Law	T. Law



Currency

Where possible, the contents of the Waste Management Plan (Document) are up to date as at 15 April 2025. This was not possible where parts of the Document were prepared from information provided by third parties (as discussed below) prior to the third-party documents being finalised.

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Minerals Australia

On 2 May 2023, BHP Group Limited (Company) announced the completion of the acquisition of OZ Minerals Limited and the implementation of a scheme of arrangement for BHP Lonsdale Investments Pty Ltd, a wholly owned subsidiary of BHP Group Limited, to acquire 100% of the shares in OZ Minerals Limited. As a result of the acquisition, BHP Group Limited is now the ultimate parent company of OZ Minerals Limited.

The Prominent Hill operation has been developed and operated by OZ Minerals Prominent Hill Operations Pty Ltd, wholly owned by OZ Minerals Limited. The Prominent Hill site has been integrated into the BHP Copper SA asset, also incorporating BHP's Carrapateena mine, Olympic Dam mine and Oak Dam exploration sites. Copper SA falls under the BHP Minerals Australia business portfolio which also incorporates Western Australia Iron Ore, Western Australia Nickel, Coal, Mt Arthur Coal and Operations Services.

References to BHP in this Program for Environment Protection and Rehabilitation are context sensitive however, in the main, refer to OZ Minerals Prominent Hill Operations Pty Ltd unless otherwise stated.



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1. Purpose and scope

The purpose of this Waste Management Plan (the Plan) is to provide guidance on the minimum requirements for the management of hazardous and non-hazardous waste at Prominent Hill Mine Site. The Plan details the accepted processes within the Prominent Hill Mining Lease (ML 6228) and associated tenements for the generation; segregation; collection; storage; transportation; disposal and recycling of hazardous wastes and non-hazardous wastes (including wastewater)

The Plan also meets the requirements of EPA Licence 22764, Condition 3.1 *'The Licensee must implement and comply with the approved OZ Minerals Prominent Hill Operations Pty Ltd document entitled Waste Management Plan or any revised Waste Management Plan approved in writing by the EPA'*.

2. Objectives

South Australian Environment Protection Authority (SA EPA) guideline *Environmental Management of Landfill Facilities – Solid waste disposal* (SA EPA, 2019).

2.1 PEPR objectives

There are no specific ML (and associated tenements) lease conditions, outcomes, outcome measurement criteria or leading indicators pertaining to the management of waste within the PEPR.

2.2 Plan environmental objectives

The objectives of the Plan are to:

- manage waste in accordance with the principles of the Waste Hierarchy and the guideline *Environmental Management of Landfill Facilities – Solid waste disposal* (SA EPA, 2019).
- manage the generation, segregation, collection, storage, transportation and disposal or recycling of hazardous wastes and, non-hazardous wastes
- minimise the risk of an incident causing environmental nuisance or material environmental harm, such as fire or through the contamination of land or water resources, or through the provision of food sources for feral animals
- facilitate a sustained effort to increase the type, quality and amount of resources recovered from the waste stream, and maximise and preserve the resource integrity and value of recoverable and reusable materials
- minimise the quantity of waste disposed to landfill, and limit landfill closure and reclamation costs
- provide high standard, integrated waste and resource recovery services, based on 'best practice' principles which are complementary to national and state waste management policies and
- ensure compliance with relevant licence and legislative requirements.

Consistent with the South Australian State Waste Strategy (2020 - 2025), Prominent Hill has adopted the Waste Hierarchy (Figure 2.1) as a fundamental principle and reference for this Plan.

The Waste Hierarchy is a nationally and internationally accepted philosophy for setting the priorities and guiding efforts to manage waste. It establishes approaches to waste management according to their importance and preference in descending order. Waste avoidance and reduction are regarded as the most preferable approach, and to the extent that this cannot be achieved, reuse, recycling and recovery of waste are the next preferred, with treatment and disposal the least preferred.

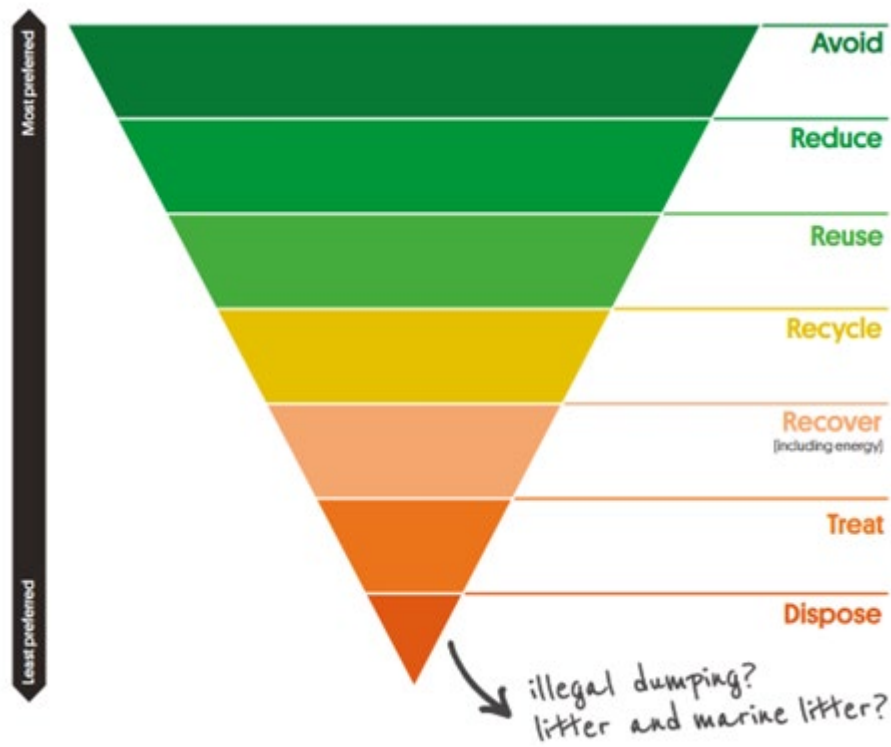


Figure 2.1 | Waste Management hierarchy (Green Industries SA, Waste Strategy 2020-2025)

3. Site information and environmental setting

3.1 Overview

The Prominent Hill mining operation is comprised of the following:

- underground mine
- open pit (no longer mined)
- a conventional crushing, grinding and flotation processing plant
- a permanent village
- haulage and access roads
- a power line and
- borefield and associated infrastructure.

Prominent Hill is located within Gawler Craton geological province of South Australia approximately 650 kilometres north-west of Adelaide and 130 kilometres south east of the town of Coober Pedy.

Prominent Hill operations currently operate under ML 6228 (Mining Act 1971) SA EPA Licence 22764 (EPA Act 1993) for activities including Mineral Works, Concrete Batching, Landfill Depot, Desalination plant and Waste Water Treatment. The Operational Management Conditions of SA EPA Licence No. 22764 requires preparation and implementation of a WMP.

3.2 Environmental conditions

OZ Minerals received approval for a Mining and Rehabilitation Program (MARF) in 2009 under the conditions of the Mining Act 1971 (SA). The Mining Act was amended in 2011 and removed reference to MARFs and introduced the Program for Environmental Protection and Rehabilitation (PEPR). Prominent Hill is currently operating under MPEPR2022/137 approved in March 2022. The sections below are summarised information from the PEPR relating to project description, environmental baseline, environmental impacts and closure.

3.2.1 Climate

The region has an arid climate that is characterised by low rainfall and high evaporation, with evaporation exceeding rainfall every month and high daytime temperatures. A summary of the average climate at Prominent is provided in Table 3.1.

The annual average rainfall recorded on site is 164 mm but is highly variable month-to-month and year-to-year, with a peak annual rainfall of 230 mm and a minimum of 106 mm recorded in the last seven years.

Maximum summer temperatures at Prominent Hill tend to exceed 35°C, with winter minimum temperatures typically being below 10°C. January is the hottest month (average maximum 34.98°C) and July the coldest (average minimum 6.23°C).

Relative humidity levels measured at Prominent Hill are similar to those recorded at Coober Pedy and Woomera, and are higher in the mornings (9 am) than in the afternoons (3 pm). Humidity peaks in June and is lowest in January.

Based on a meteorological model developed as part of the air quality assessment for the project, annual wind direction is predominantly from the south and south-southeast, although some seasonal variation occurs. The annual average wind speed recorded at Prominent Hill is 4.15 m/s, which is consistent with wind speeds and directions recorded at Woomera and Coober Pedy.

Table 3.1 | Summary of Prominent Hill meteorology (2010-2021)

Month	Temperature ¹ (°C)		Relative humidity ² (%) ¹		Average rainfall ³ (mm)	Average evaporation ⁴ (mm) ²
	Daily maximum	Daily minimum	9 am	3 pm		
January	34.98	20.98	37.9	18.6	20.3	449.5
February	34.02	20.45	50.2	27.8	17.7	369.6
March	30.76	18.05	56.6	30.9	16.0	325.5
April	26.27	14.34	58.9	32.7	18.4	210.0
May	20.78	9.66	67.8	40.7	14.0	136.4
June	17.25	6.88	78.0	45.4	13.0	90.0
July	17.82	6.23	72.1	40.0	3.4	102.3
August	19.78	7.49	61.9	31.7	10.0	148.8
September	24.11	10.53	48.7	24.6	11.5	216.0
October	28.28	14.05	44.5	23.7	12.2	300.7
November	31.20	16.73	39.7	20.4	12.3	357.0
December	34.02	19.53	40.6	19.9	15.1	415.4
Annual					164.1	3,120.8

1 Temperature data sourced from Prominent Hill Airport: 2021 – 2023

2 Relative humidity data sourced from Cooper Pedy Airport (Station ID 016090): 2013 – 2023

3 Average rainfall data sourced from Prominent Hill Airport: 2009 – 2024

4 Average pan evaporation data sourced from Coober Pedy Airport (Station ID 016090): 2013 – 2023

3.2.2 Topography

The mine lease is located on the northern edge of a gently undulating, elevated, broad plateau, where surface elevations range between 205 and 210 m Australian Height Datum (AHD) apart from the approximately 25 m high Prominent Hill landmark itself (about 4 km northeast of the mine area) the mine area plateau is only around 5 m higher in relief than the surrounding lower-lying plains.

¹ Relative humidity data ceased logging at Prominent Hill in 2014; averages in Table 3.1 taken from closest monitoring station recording relative humidity. Woomera BoM monitoring station ID 016001 up to 2010 (1954-2010)

² Evaporation data from Woomera BoM monitoring station ID 016001 (1967–2017)

3.2.3 Geology and soils

The surface geology within the project area largely comprises Quaternary sediments consisting of ferruginous clays, silts and sands with a surficial covering of haematitic gravels. These thin quaternary sediments are draped over the Cretaceous-aged Bulldog Shale. Beneath scarps, colluvial (tallus) slopes occur, comprising clayey and sandy silts, along with clasts of silcrete, haematite and claystone. Lower-lying areas comprise greyish clays, silts and gravels with a surficial covering of quartz and silcrete gibbers. Topsoil depth is generally up to 0.10 m, with drainage lines characterised by fluvial clays, silts and sands.

The local geological conditions in the vicinity of the open pit and the Tailings Storage Facility (TSF) comprise of:

- Surficial materials consisting of a mixture of clayey sandy gravel, sandy gravel and clayey gravel to a maximum depth of 6 m; overlying
- A thin cap of Silcrete (5 m to 10 m); overlying
- Oxidised Bulldog Shale (kaolinitic shale with some silicified shale and zones of silty sand and silty clay) typically up to 45 m depth; overlying
- Fresh Bulldog Shale (dark grey shale and silty shale which breaks down to a silty clay) typically from 45 m to 75 m depth; overlying
- Cadna-Owie Formation (weakly cemented sands, fine to coarse grained) typically 75 m to 95 m depth; overlying
- Boorthana Formation (diamictite, cemented conglomerate grading from clay sands to cemented gravels) typically to 110 m depth.

An historical geotechnical assessment of the landfill area conducted by Golder Associates (2006) determined the hydraulic conductivity of the insitu shale has been classified as very low permeability to practically impermeable. The landfill is effectively underlain by a minimum of approximately 60 m of insitu shale which is acting as a confinement layer to limit vertical seepage.

3.2.4 Hydrogeology

There are two hydrostratigraphic units in the vicinity of Prominent Hill. The Cadna-owie sandstone within the Mesozoic non-artesian Eromanga Basin and the underlying Boorthana Formation within Permian Aged Arkaringa Basin. Groundwater in the vicinity of the Prominent Hill mine occurs roughly at the base of the overburden at approximately 120 mAHD and is associated with the Cadna-owie Formation. This formation typically comprises of poorly cemented fine to medium grained sandstone. Groundwater salinity within this system (where saturation occurs) is relatively low (typically 10,000 mg/L TDS).

The non-artesian Eromanga Basin and Arkaringa Basin sediments are thin and/or largely unsaturated where they exist at Prominent Hill, although they become important aquifers within a few tens of kilometres of the mine site. It is considered unlikely that direct rainfall recharge would provide significant replenishment to aquifers at Prominent Hill due to the arid setting and the 100 m depth to the water table. Perched water tables do occur in the Bulldog Shale (the youngest of the non-artesian Eromanga Basin sediments) but these are not extensive.

3.2.5 Surface water

No identifiable creeks occur for a distance of approximately 2 km from the mine footprint, apart from a drainage line that becomes Warriner Creek, which almost bisects the mine area, flowing from west to east. Warriner Creek drains in a general north easterly direction towards Francis Swamp, which is 80 km from the mine site and south of Lake William, before eventually flowing into Lake Eyre South. The catchment area of the creek is 4,300 km².

The other significant creek system in the area is Wattiwarriganna Creek, which has its main headwaters about 8 km west of the mine area and also drains the low-lying plains around the Prominent Hill landmark. Wattiwarriganna Creek drains northwards into Mooloogoorana Swamp about 90 km from the mine site. The catchment area of the creek is 2,300 km².

Wattiwarriganna Creek catchment covers the northwest part of the mine site and Warriner Creek catchment covers the southeast, although most of the project infrastructure is within the Warriner Creek catchment.

3.2.6 Vegetation

The vegetation of the mining tenement generally comprises low open to very open chenopod shrubland and mallee and mulga woodland. The mine operation is relatively remote from stock watering points, and therefore has a history of only light domestic grazing. Few weed species are present in any of the areas, although those that do occur are well established.

No vegetation communities of declared conservation significance at either a national or state level are known to occur in the project area. Only three species of declared conservation significance (SA state rare) have been located during biannual surveys, these are; *Roepera crassissimum* (Thick Twin Leaf), *Sclerolaena blackiana* (Black's Bindyi), and *Goodenia chambersii*.

The waste landfill area is comprised of open chenopod shrubland.

4. Waste classification

4.1 Non-hazardous waste and recyclables

Non-hazardous waste largely comprises general residual waste, including organic food waste and recyclables. A list of non-hazardous waste streams and recyclables including collection and disposal methods is provided in Table A1 - Appendix A.

4.2 Hazardous waste

The EPA guideline 'EPA 842/19 Waste definitions' defines a hazardous waste as: *a listed waste having a characteristic described in Schedule A list 2 of the National Environment Protection (Movement of controlled waste between States and Territories) Measure (Cth). It includes any unwanted or discarded material (excluding radioactive material), which because of its physical, chemical or infectious characteristics can cause significant hazard to human health or the environment when improperly treated, stored, transported, disposed of or otherwise managed*.

In addition to the EPA guideline defined hazardous waste, Prominent Hill includes any waste listed under Schedule 1, Part B of the *Environmental Protection Act (1993)* in its definition of hazardous waste.

A list of hazardous waste streams including collection and disposal methods is provided in Appendix A - Table A4.

4.3 Wastewater

Wastewater refers to any water remaining after it has been used for its original purpose. Wastewater can be generated from the following site activities:

- dewatering of the open pit
- dewatering of underground mine
- contaminated water from various pits and bunds on site
- water from vehicle wash down bays
- runoff collected in the LWF sump and storage tank
- run off from workshop and workshop aprons, and
- effluent from WWTP.

5. Engineering and management strategies

This section outlines the minimum requirements for effective and holistic management of waste and resource recovery at Prominent Hill.

Refer to Appendix B for waste infrastructure locations.

5.1 Landfill

The Waste Services Contractor operates the landfill in accordance with this Plan and the SA EPA guideline: *Environmental management of landfill facilities – Solid Waste Disposal (2019)*. This Plan meets the requirements of a WMP as required by EPA Licence 22764 Condition 3.1.

5.2 Landfill access

Site access to the landfill facility is currently allowed between 08:00 and 18:00 seven days a week, day shift only. Prior to entry to the Landfill the waste management contractor must be contacted via mobile phone or UHF 15. The site is only open to site personnel with public access prohibited. Entry and exit to the landfill facility is through a single-entry point controlled by a locked gate, managed through signage. At all other time waste and recyclables are to be deposited in the common user waste transfer station adjacent to the Prominent Hill core shed.

5.3 Landfill design

5.3.1 Historical information

The landfill area has been constructed and engineered following the same base construction theory as the Tailing Storage Facility design and is lined with a naturally occurring compacted clay material. Historically the waste cells were constructed within and are now buried under the final footprint of Integrated Waste Landform (IWL). Due to the required expansion of the landfill in 2015 a new cell was constructed outside of the IWL footprint. Refer to Figures in Appendix B.

A geotechnical assessment of the storage area was undertaken by Golder Associates (2006) in order to assess any ground conditions and identify constraints on the design and operation of the facility. The results of insitu testing undertaken as part of this investigation determined that hydraulic conductivity of the insitu shale has been classified as very low to practically impermeable. The landfill is effectively underlain by a minimum of approximately 70 m of shale which is acting as a confinement layer to limit vertical seepage.

5.3.2 Expansion of cell

The active area of Cell 6 has been in operation since 2015 and is close to exhausted. Original plans shown in WMP V7 were for Cell 6 to extend in a western direction, this would require avoidable vegetation clearance and as such the proposed Cell 7 is to be developed north of Cell 6 running adjacent to the IWL in already cleared land that is currently used as a laydown.

Cell 7 will be approximately 125 m in length and follow the 40m width as Cell 6. It is expected that this will provide an area of 15,000 m² for disposal.

Cell 7 will be excavated on an as needs basis, commencing at the southern end of the cell and moving in a northerly direction. At any time a sub-cell of approximately 7 m x 7 m will be open.

5.4 Landfill classification

As assessment of the Prominent Hill landfill against the landfill classification system outlined in Section 7 and Appendix 1 of the SA EPA Landfill Guidelines (SA EPA, 2019) is provided in Table 5.1. Based on this assessment the landfill has been classified as **Type Small**. This classification represents landfills with a small capacity and a low risk of leachate generation.

Table 5.1 | Landfill classification assessment

Criteria as per Landfill Classification (As per Appendix 1 of EPA Landfill Guidelines (2019))	Prominent Hill Site Assessment
Intended use or service area Very small landfills in remote, low rainfall areas servicing local community only where there is a low risk to groundwater	As per Table 3.1 in Section 3.2.1 rainfall at Prominent Hill averages 164 mm /yr. The landfill will only service waste produced from mining and related activities at Prominent Hill. There is very low risk to groundwater with over 100 m separation between the base of the landfill cell and the local aquifer.
Size <5000 tpa	As per Table 5.2 below, waste to the landfill has not exceed 3300 tpa. The least 7 years have recorded less than 700 tpa.
Location <u>Geology</u> - Geotechnically suitable - Founded in natural low permeability clay soils <u>Groundwater separation</u> - >2m groundwater separation <u>Groundwater total dissolved solids</u> - >13,000 mg/L total dissolved solids <u>Groundwater beneficial use</u> - No extraction or beneficial use of groundwater	As per Section 3.2.3 of this document, the landfill will be positioned within the naturally occurring clay/gravel substrate as per the previous landfill cells. As per Section 3.2.4, groundwater in the vicinity of the Prominent Hill mine occurs roughly at the base of the overburden at approximately 120 mAHD and is associated with the Cadna-owie Formation. This formation typically comprises of poorly cemented fine to medium grained sandstone. Groundwater salinity within this system (where saturation occurs) is typically 10,000 mg/L TDS. A long-standing groundwater monitoring program at Prominent Hill has shown the aquifer associated with the Cadna-owie Formation is largely unimpacted by mining operations.
Waste acceptance restriction (to be effected by conditions of licence) <u>Inclusions</u> - Municipal solid waste - Construction and demolition waste <u>Exclusion</u> - All other waste including commercial and industrial, listed waste	The landfill will only accept non-listed waste generated as part of mining operations. The waste will consist of commercial and industrial waste and small volumes of construction and demolition waste associated with mining activities on site. As outlined in Table A1 of Appendix A, the landfill waste includes food waste, non-recyclable plastics e.g. ventilation bags and some food containers; contaminated cardboard and paper products including paper coffee cups and shredded confidential documents; small volumes of concrete material. All listed waste is sent off site to appropriately licenced facilities.

Criteria as per Landfill Classification (As per Appendix 1 of EPA Landfill Guidelines (2019))	Prominent Hill Site Assessment
Containment system <u>Liner type</u> - Reworked in-situ soils <u>Liner profile</u> - Site soils reworked and compacted (300mm) Leachate management - N/A <u>Design seepage rate</u> - N/A <u>Cap</u> - Appropriate vegetation - Topsoil - 600mm well-graded subsoil	As per current methodology the waste cells are lined with the existing clay gravel soils that occur within the footprint of the mine including the landfill area. This is the same material that lines the base of the tailing storage facility, the design of which is approved by the DEM. Leachate has not been evaluated for this site. This is due to the low potential for leachate generation anticipated from the extremely dry climate of the region, with the potential exception of significant rainfall events during storms. The small size of the individual waste cells within the landfill area with minimal daily fill material also supports the low potential for leachate generation. The absence of waterways at the landfill site prevents release of any potentially generated leachate to a watercourse or sensitive receptor. The presence of the compacted clay base to the landfill facility will minimise infiltration of any leachate into the underlying strata. Clean excavated soil from the active cell is used as daily cover. At closure a cap of at least 600 mm of subsoil will be deposited followed by a suitable topsoil profile and seeding with local vegetation species. The closure cap will be applied within 12 months of cessation of disposal of waste within the cell.

Table 5.2 below summarises the amount of annual waste deposited between 2007 and 2023. Total remaining capacity for Cell 6 at the end of 2023 is approximately 200 Tonnes. Cell 7 will have an estimated capacity of 15,000 m³.

Table 5.2 | Waste to Prominent Hill landfill (tonnes)

Year	Tonnes to landfill	Comment / data source
2007	2000	Assumed: Full year operation and extrapolated data
2008	2000	Extrapolated data
2009	1855	NGERS
2010	1120	NGERS
2011	1511	NGERS
2012	1770	Extrapolated from 4 months of quality data
2013	2998.8	BSH Waste Solutions 2013 Report
2014	3295.8	BSH Waste Solutions 2014 Report
2015	3010.6	AMY ES 2015 Report
2016	1391.7	AMY ES 2016 Report
2017	922.1	AMY ES 2017 Report
2018	686.7	AMY ES 2018 Report

Year	Tonnes to landfill	Comment / data source
2019	484.9	AMY ES 2019 Report
2020	537.6	AMY ES 2020 Report
2021	517.9	AMY ES 2021 Report
2022	504.5	AMY ES 2022 Report
2023	604	AMY ES 2023 Report

6. In pit waste disposal

In pit disposal is only undertaken for paste filled poly plastic pipe which is results from operational activities.

The pipe offcuts are of various diameter, 140 mm, 160 mm and 200 mm all with a casing thickness of 16 mm. The volume of this waste varies with mine production, however an ongoing waste supply of approximately 2 ton per month is anticipated. Waste is stored at the “dewatering” laydown area until a sufficient stockpile is collected. The material is then disposed of in pit by the on site waste contractor or designated mine contractor.

The poly pipe waste is disposed of at the base of the existing mining pit (Figure 6.1 and Figure 6.2) which is lined with basement rock. The poly pipe waste material is buried within the structure of the in pit waste rock pad (Figure 6.3).

All disposed waste has a minimum cover of 1.5 m applied at the time of disposal. Disposal location and depth below ground surface level would vary depending on current fill depth of pit.

Records will be maintained to capture the volume of material and, date and location (surveyed) of disposal.



Figure 6.1 | Stockpile locations

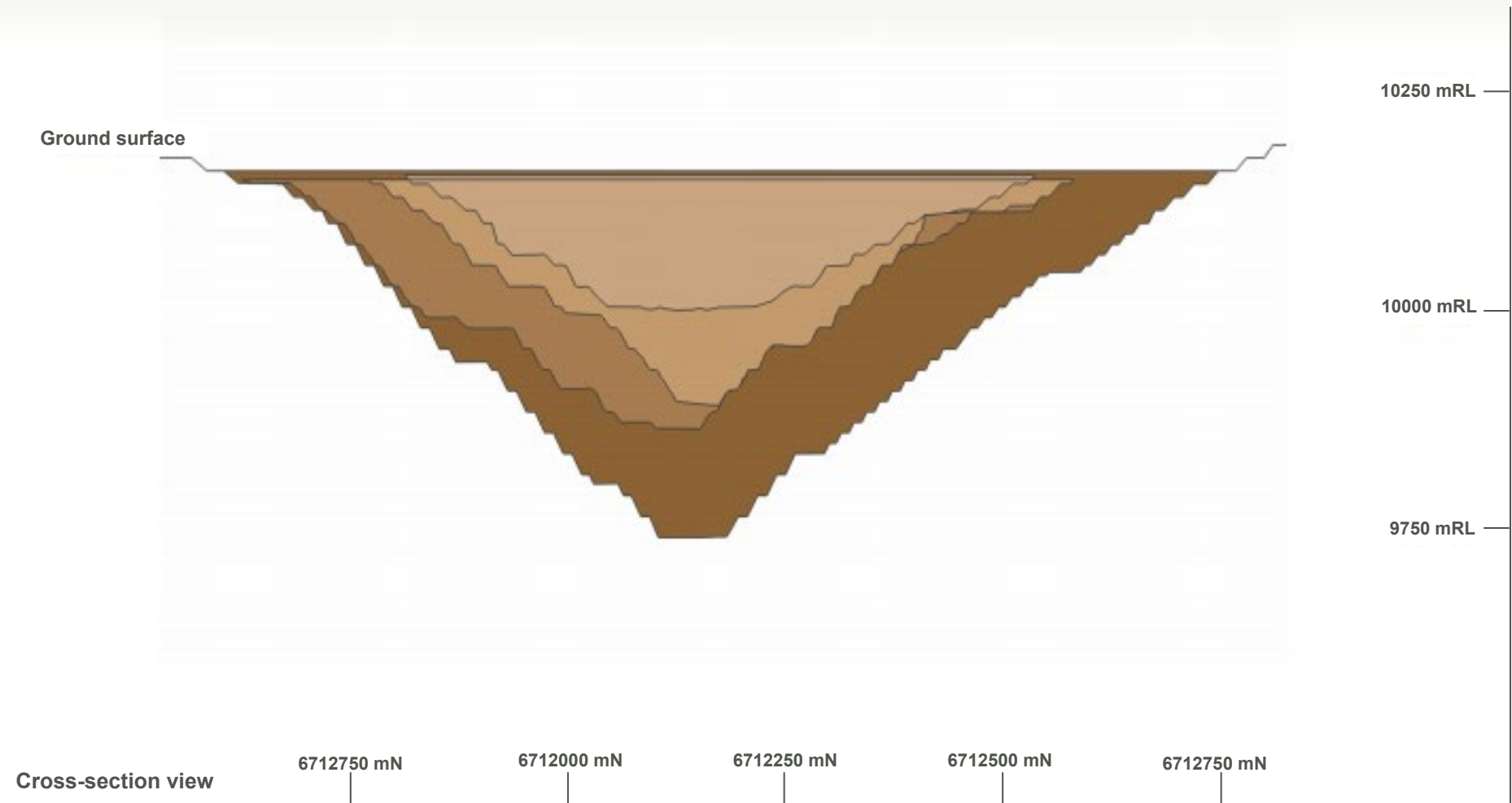


Figure 6.2 | Malu open pit



Figure 6.3 | Cross-section of the in-pit WRD at LOM and closure

7. Impact assessment

An impact assessment was conducted in 2015 and is reviewed upon change of activities to evaluate potential risks that landfill activities could pose to identify environmentally sensitive receptors, both during landfill operation and post landfill closure. The assessment used the source-pathway-receptor model (Table 7.1).

Table 7.1 | Source-Pathway-Receptor Model (adapted from PEPR 2022)

Potential impact description	Source-pathway-receptor model							
	S	Source (S) description	P	Pathway (P) description	R	Receptor (R) description	L	Source pathway receptor linkage (L)
Deterioration in groundwater quality due to seepage of leachate from the general waste landfill resulting in a loss of abundance of aquatic flora and fauna.	Development of waste landfill	Disposal of general waste material with EPA Licenced Landfill (EPA Licence 22764). The landfill and Prominent Hill operation are restricted to the mine lease. Key features of the design include: - No direct discharges will occur to the environment. - Medium permeability of underlying material. - Any fugitive leachate seepage will be captured in the open pit drawdown. There is approximately 70 m of weathered and un-weathered Bulldog Shale. This shale is categorised as being of very low permeability to practically impermeable and therefore acts as a confining layer to vertical seepage. Landfill is classified as SB- with small capacity and low risk of leachate generation. - Majority of waste is of low moisture content. - Capping of landfill at closure to prevent infiltration to the minimum requirements of the SA EPA Landfill Guidelines. Disposal of paste filled poly pipe, and one-off disposal of paste filled rubber lined steel pipe into the open mining operations pit. Key features include: - No direct discharges will occur to the environment. - Low permeability of underlying material. - Any fugitive leachate seepage will be captured in the open pit. - Waste is of low moisture content. - Capping of waste during operations to the minimum requirements of the SA EPA Landfill Guidelines.	Groundwater quality	The region within 100 km of the project area is characterised by two aquifer systems that occur in sedimentary basins of different ages: - The (shallow) non-artesian Eromanga aquifer (formed in the Mesozoic Cadna-owie Formation and Algebuckina Sandstone), which forms the primary source of pastoral groundwater supplies in the Project Area; - The (confined) Boorthanna aquifer (associated with parts of the Permian Boorthanna Formation), which is not widely used for pastoral water supplies, particularly in the Project Area. This aquifer is not widely utilised by groundwater users in the area due to its typically low quality of groundwater and burial depth.	Aquatic ecology	Artesian groundwater is the water source of the GAB springs, which support a diversity of endemic flora and fauna (i.e. groundwater dependant ecosystems).	No	The GAB spring zone is located over 80 km from the site. As the drawdown zone of 10 km around the open pit encapsulates the general waste landfill any seepage would be caught by the open pit. This means the groundwater dependant ecosystem of the GAB Springs have no connection with the general waste landform.
Deterioration in groundwater quality due to leachate generation from general waste landfill resulting in economic loss to existing third-party users.	Development of general waste landfill	See source description above.	Groundwater quality	See pathway description above.	Third-party users	Stock and domestic water supplies (wells) draw water from the non-artesian Eromanga Basin Aquifer for pastoral activities such as low-intensity sheep and cattle grazing.	No	The landfill licence has been classified as Small – in accordance with the SA EPA Landfill Guidelines 2019. This classification represents landfills with small capacity of leachate generation. Due to the low capacity for leachate generation the source-pathway-receptor linkage is broken. Any leachate from waste disposal within the open mining operations pit will be captured and contained within open mining operations pit.

Potential impact description	Source-pathway-receptor model							
	S	Source (S) description	P	Pathway (P) description	R	Receptor (R) description	L	Source pathway receptor linkage (L)
Leachate generation from the general waste landfill impacting habitat biodiversity (including riparian vegetation) and aquatic fauna in Wattiwarriganna Creek and Warriner Creek.	Development of general waste landfill	See source description above.	Surface water quality	No identifiable creeks occur for a distance of about 2 km in any direction from the mine footprint, apart from a drainage line that becomes Warriner Creek, which bisects the mine area, flowing from west to east. Warriner Creek drains in a general north-easterly direction towards Francis Swamp, which is 80 km from the mine site and south of Lake William, before eventually flowing into Lake Eyre South. The catchment area of the creek is 4,300 km2. The other significant creek system in the area is Wattiwarriganna Creek, which has its main headwaters about 8 km west of the mine area and also drains the low-lying plains around the Prominent Hill landmark. Wattiwarriganna Creek drains northwards into Mooloogoorana Swamp about 90 km from the mine site. The catchment area of the creek is 2,300 km2.	Aquatic ecology	As for most parts of South Australia's arid north, the normal condition of creeks and lakes in the mine area is dry. Run-off is ephemeral, occurring only after significant and/or intense rainfall events. The remoteness of arid zone systems from major population centres has hampered an understanding of the ecology of these systems, including life cycles and life histories of resident biota and general ecological processes. However, it is known that considerable variation occurs in the faunal composition of these streams. Most aquatic communities' inhabiting arid zone temporary streams typically have short reproductive cycles and/or long dormant stages, such as desiccation-resistant eggs. Some species can halt life processes until stream rewetting occurs, while other species take refuge in remnant damp areas. Species that are mobile (which may be achieved by an aerial life-stage) may migrate to permanent water bodies. These waters rarely support truly aquatic macrophytes. The fauna found in the arid zone ephemeral streams is therefore a combination of animals that are resident prior to flow and resistant to desiccation and those that can recolonize from adjacent refuges.	No	The general waste landfill is not located within natural surface water run-off zones and therefore will not contribute to the flows in Warriner or Wattiwarriganna Creeks. The open pit waste disposal area is located at least 100m below ground level and is not connected to any surface water run off zones and will therefore not contribute to the flows in Warriner or Wattiwarriganna Creeks.

8. Waste operations

8.1 Landfill operation

8.1.1 Landfill cell staging

The landfill cells have been developed to allow cell construction and landfilling operations to occur in a staged and progressive manner. This will minimise HSE risks and ensure that each sub-cell is open for only a short period of time.

The sub-cells will be opened from south to north allowing minimal disturbance if the full capacity of the cell is not required. A new sub-cell will be developed when the airspace of the previous sub-cell is exhausted.

Only one active waste cell within the landfill area is maintained at any one time. Materials are managed by the waste services contractor using an excavator and front-end loader to achieve compaction. Non-acid forming (NAF) fill material is placed on the active landfill (Plate 8.1) at the end of each day by the waste contractor to minimise escape of windblown material from the site.

A temporary wind protection bund will be constructed using excavated spoil.



Plate 8.1 | Excavator and current waste dump face at the northern end of the landfill facility (May 2016)

8.1.2 Compaction

Effective waste compaction reduces the volume of waste by displacing air from the small voids within the waste. Good compaction also assists in the control of landfill gas and reduces the risk of landfill fires by reducing the oxygen present within the landfill.

Ideal compaction levels are achieved using machinery to break down and compress the waste. Four or more passes with compaction machinery (or a tracked excavator) should result in optimal density

however the required number of passes will vary with differing waste streams, and the type of compaction machinery uses. The most effective method should be determined through trial and error, operator experience and density monitoring.

8.1.3 Daily cover and interim cover

Cover material should be material excavated during the construction of the new landfill cell or other site sourced non-acid forming (NAF) fill material (Plate 2).

Cover material should be placed in accordance with *SA EPA Landfill Guidelines* (2019) as outlined below:

- A minimum daily cover of 150 mm placed at the end of each day's operation, or sooner if required due to wind conditions.
- A minimum interim cover of 300 mm placed if no additional waste is to be placed onto the landfill cell for 30 days or more.

8.1.4 Storage and laydown areas

Storage and laydown areas at the landfill area are clearly marked to allow segregation and management of waste streams (Plate 8.2). Waste streams temporarily stored include recyclables.



Plate 8.2 | Storage infrastructure (skip in foreground and various drums and containers in background) at landfill facility, looking south (May 2016)

8.1.5 Surface water management

Surface water flows from outside of the landfill area have been diverted away from the area with the installation of a diversion bund approximately 60 m west of the landfill area. This bund is approximately 700 m in length.

Surface water within the landfill operating area is directed away from the active tipping area and evaporated.

8.1.6 Unauthorised waste

The waste services contractor is responsible for identifying unauthorised wastes at the landfill. The waste contractor is present at the landfill facility daily and is thus in a position to readily identify unauthorised materials, particularly due to the relatively low volumes of waste transported to the landfill. The OZ Minerals SHEC Department also undertake regular inspections of the landfill facility, providing an additional resource to identify potential unauthorised materials at the landfill facility.

When an unauthorised waste is identified at the landfill, the waste contractor shall remove the material, where practical, to the appropriate location. The HSE Department must be notified and investigations undertaken, depending upon the severity of the incident. Any breaches of procedure regarding unauthorised wastes at the landfill shall be entered into OZ Minerals site-based risk management system InControl and communicated, utilising daily PSI's to disseminate information.

8.2 Record keeping

Volumes of waste to landfill and recycling that has been sent offsite are tracked by the waste contractor in daily waste recording sheets which are consolidated into reports by the waste contractor and supplied to the HSE Department on a monthly basis. This data is reported through to the SA EPA and the National Greenhouse and Energy Reporting Scheme (NGERS) and is externally audited each year.

The specific locations of waste storage, deposition and site entry are subject to change as site requirements allow. The HSE Department are required to approve all changes in practices at the landfill facility which are communicated to the waste contractor. All workers at Prominent Hill must be notified of any relevant major changes to general waste practices at the landfill facility, via information presented at the daily pre-start meetings (PSI). Records of changes are maintained in the document management system.

8.3 Integrated Waste Landform

The IWL is comprised of the following:

- The northern and southern Waste Rock Dumps (WRD) which contain waste rock from the open pit and underground operations. The WRD will contain Potentially Acid Forming (PAF), which has been encapsulated by Non-Acid Forming (NAF) material, for more details refer to PEPR 2017.
- The Tailings Storage Facility (TSF).

8.4 Resource Recovery Centre

The Resource Recovery Centre (RRC) is a purpose-built work area designed to house a bailing press (Plate 8.3) (utilised for bailing cans, cardboard, paper and Polyethylene terephthalate (PET) plastics), sorting tables, bin handling equipment. It serves as a work area to meet general resource recovery activities and store recyclable material prior to transport. It is the base for the waste services contractor.



Plate 8.3 | On-site bailing press

8.5 Recycling yard

The common user recycling yard is established as an additional designated resource recovery storage and processing area under the management and operation of the waste services contractor. The purpose of this yard is to provide a central location for contractors/site staff to segregate recyclable material; primarily steel, cardboard, timber, batteries, aerosols and lighting (fluorescent tubes and globes). A general waste skip is also located in this area. The facility is open 24 hrs a day, 7 days a week and is not locked at either southern/northern entrance.

8.6 Listed waste facility

A Listed Waste Facility has been constructed on site near the Concentrate Plant. This is a contained area initially purpose built for the bioremediation of contaminated soil and storage of waste hydrocarbons and other hazardous/listed wastes requiring containment. These are stored in Intermediate Bulk Containers (IBCs) or 205L drums.

The Listed Waste Facility (previously known as the BioPad) comprises a concrete pad 15m wide and 15m long, with permeability meeting EPA requirements. There is a blind sump with a manual bilge pump allowing transfer of water to a storage tank on the on the Listed Waste Facility. This sump has a 1 in a 100 year rainfall capacity.

All liquid (e.g. oil) or friable products (e.g. contaminated soil) placed on the Listed Waste Facility are to be placed into sealed IBCs, drums or bins and packed correctly (i.e. drums strapped to pallets). All wastes are to be labelled with information tags detailing the owner to facilitate off site transport by an EPA licenced accredited transporter to be disposed of according to regulations.

Other products which will not spill such as used rubber boots etc. must be placed within an IBC with the top covered to facilitate safe loading and material blowout when transported

All materials placed on the facility must have an information tag placed on them clearly labelling the contents of the container, to whom it belongs and the date on which it was deposited.

All materials on the facility will be removed off site for processing and/or disposal by an EPA licenced operator/transporter at the cost of the owner of the waste. EPA Waste Tracking Certificates and Service Reports are given to the waste generator to detail volume, type of waste removed. These are kept for auditing purposes.

Currently no bioremediation of contaminated soil occurs on the Listed Waste facility.

8.7 Waste storage infrastructure

Waste storage infrastructure across the mine site includes a number of skip bins which are regularly managed by the waste services contractor. Skip bins on site are utilised to store and remove the following:

- scrap metal for metal recycling
- cardboard for bailing and recycling
- timber and
- general waste (unsuitable for recycling) for transportation to landfill.

Intermediate Bulk Containers (IBCs) are also used for collecting recyclable materials (at the common user recycling yard) prior to transportation off site. These items are then taken to the designated landfill laydown area before transport offsite. Items placed into IBC's include but are not limited to the following;

- waste fluorescent tubes and globes
- empty aerosols cans
- scrap metal including fire extinguishers and
- cardboard/paper.

Smaller individual bins with wheels on the rear known as "wheelie bins" are placed at various locations around site. These bins are colour coded and labelled to indicate the type of waste to place in each bin. The colours are as follows;

- red lid – General waste 140 L
- yellow lid – recyclables such as non-deposit HDPE/PET containers or deposit PET bottles, aluminium cans, glass bottles and liquid paperboard (milk cartons). 240 L and
- blue – paper and cardboard. 240 L.

8.8 Waste collection

The Waste Services Contractor maintains a collection schedule that details how each Hazardous and Non-Hazardous waste stream will be separated and processed (disposed or recycled) in accordance with the Plan for approval by BHP. General guidance for collection of waste is contained within the appendices of this Plan.

8.8.1 Non-hazardous waste

Non-hazardous waste streams will be collected by either the Waste Services Contractor or Site Services Contractor as determined by their respective contractual agreements and transferred to the appropriate disposal or processing location.

Non-Hazardous waste shall be collected as frequently as required to achieve the outcomes of this plan and satisfy the needs of the waste producer.

8.8.2 Hazardous waste

The procurement of all hazardous materials and dangerous goods shall be undertaken in accordance with the Hazardous Chemicals Management Plan (Document No. PH-9999-SEC-PLN-0040).

Hazardous and non-hazardous waste is segregated at the source. The Waste Services Contractor shall develop a collection schedule in accordance with this Plan that details how hazardous and non-hazardous waste will be separated and processed (disposed or recycled) and submit for approval by BHP.

8.9 Storage

8.9.1 Non-hazardous waste

Non-hazardous waste is to be stored prior to recycling, transport or disposal such that:

- it is clearly segregated if it is to be recycled
- wind-blown litter is avoided and
- the quality of recoverable material is not reduced due to contamination by other materials or by environmental elements.

8.9.2 Hazardous waste

Storage of hazardous wastes shall be in accordance with the requirements of the Hazardous Chemicals Management Plan (Document No. PH-9999-SEC-PLN-0040), Australian Standards and relevant legislation. Listed wastes shall be stored in accordance with the relevant SA EPA guidelines and/or the Hazardous Chemicals Management Plan PH-9999-SEC-PLN-0040).

8.10 Transportation

8.10.1 Non-hazardous waste

Non Hazardous waste is to be transported in accordance with the Traffic Management Procedure (Document No. 6.1.1.PRO009), loose material is to be covered and the appropriate clearances are to be completed before waste leaves site i.e. radiation, vegetation, asset disposal etc.

8.10.2 Hazardous waste

Transport of hazardous wastes shall be in accordance with the requirements of the Hazardous Chemicals Management Procedure (Document No. 2.11.0PRO001) and relevant legislation. Listed wastes (including hydrocarbons) shall be transported in accordance with the relevant SA EPA guidelines and/or the Hazardous Chemicals Management Plan (Document No. PH-9999-SEC-PLN-0040); this includes the requirement of EPA Waste Tracking Certificates for all transport of Listed Wastes.

8.11 Disposal

The Waste Services Contractor shall develop a collection schedule that details how each Hazardous and Non-Hazardous waste stream will be disposed or recycled in accordance with this Plan for approval by BHP. General guidance for the disposal of individual waste streams is contained within the appendices of this Plan.

8.11.1 Non-hazardous waste disposal

Individual waste streams shall be assessed using the waste hierarchy to establish a disposal method. All non-recoverable non-hazardous waste shall go to the site landfill; all practicably recoverable material shall be recycled.

8.11.2 Non-hazardous waste recycling

Recoverable non-hazardous wastes shall be transported offsite to appropriate recycling facilities or reused onsite where appropriate.

8.11.3 Hazardous and listed waste disposal

Hazardous waste and listed waste disposal shall occur in accordance with company policy, legislation and best practice; the disposal method for each hazardous and listed waste stream shall:

- be decided and documented using this procedure
- adhere to relevant legislation and best practice where practicable and
- be supported by a risk assessment and implemented by SOP (where required by the procedure).

The *Environment Protection (Waste to Resources) Policy 2010* provides that hazardous waste is a prohibited landfill waste. Hazardous and listed wastes shall not be disposed of in the site landfill or Integrated Waste Landform, unless approved in writing from regulatory agencies and the repository has been designed to be protective of human health and the environment.

Hydrocarbon contaminated soils from small onsite hydrocarbon spills and soil/sediment from the car wash facility may be bioremediated however, this must occur within a purpose-built bioremediation facility which has been conducted in line with EPA guidelines (Soil Bioremediation, 2005). Before contaminated soil is removed from the bioremediation area it must be tested to ensure the bioremediated soil meets EPA guidelines for the type of disposal or use intended.

8.11.4 Waste water disposal

Wastewater will be either cleaned for reuse on site or placed within IBCs (or other appropriate storage) and sent off site for disposal in accordance with EPA guidelines. Other possible methods of disposal may be discussed as required with the SHEC department.

9. Environmental monitoring

The HSE Department undertakes a range of monitoring and auditing activities to demonstrate compliance with the lease conditions of ML 6228 and associated tenements. These are managed as part of the operations environmental program and considered adequate to measure environmental performance of waste management activities including the landfill facility. A summary of waste management related monitoring and auditing activities detailed in the environmental program are summarised below.

9.1 Landfill

Inspections are undertaken regularly at the landfill facility which includes checks for:

- presence of windblown materials and general site appearance
- significant odours
- suitable dust management
- presence of weeds and pest animals
- identification of safety hazards
- appropriate segregation of waste types
- suitable compaction and coverage of “active cell” and
- suitable bunding for hazardous material storage.

9.2 Hazardous waste

Prior to the procurement of any new hazardous materials a technical review and risk assessment shall classify the material within ChemWatch as per the Hazardous Chemicals Management Plan. (Doc no. PH-9999-SEC-PLN-0040) The technical review shall consider and document the disposal method for generated wastes in accordance with the Hazardous Chemicals Management Plan and this Plan.

9.3 Environmental data collection

Air quality, groundwater, radon and surface water monitoring is undertaken to demonstrate compliance with ML 6228 and associated tenements conditions and are considered adequate to demonstrate environmental performance of the landfill facility. All environmental monitoring undertaken for the site is managed through the environmental program.

Due to the low potential for leachate generation, the depth to the groundwater (approximately 90 m from natural surface to the non-artesian Eromanga Aquifer) and low permeability of the underlying sediments, no groundwater monitoring is undertaken to specifically assess potential influences of leachate to shallow groundwater (non-artesian Eromanga Aquifer) from the landfill facility.

Regional groundwater monitoring is undertaken to assess potential impacts to environmental receptors on shallow groundwater from mining activities. This monitoring focuses upon water level fluctuations and salinity.

No regular or routine surface water monitoring occurs due to the absence of standing or flowing water in the vicinity of the landfill.

10. Closure

Historical waste cells one to five were closed as of September 2015 and sit within the IWL footprint. These cells were closed as per the SA EPA requirements for a class SB landfill and have subsequently been encapsulated with 20 m of NAF rock armouring under the northern waste rock dump (Appendix B).

Waste cells six and seven are positioned outside of the IWL footprint and will not be capped with waste rock. Instead, they will have a capping system constructed of soil to provide a long-term stable barrier between the waste mass and the environment. The final landform has been developed with a minimum 5% grade to shed surface water off the crest of the landfill and to minimise erosion.

In accordance with the SA EPA Guidelines (2019) for a “small” landfill, the profile required for the capping system of the landfill outside of the IWL footprint (Cells six and seven) is:

- Appropriate vegetation for stabilisation of the surface.
- Topsoil comprised of either an organic soil or incorporating organic mulch/compost to promote the establishment of vegetation.
- 600 mm of well-graded subsoil. The total thickness may include a verified interim cover layer forming part of the final cover.
- The final cover is to be completed within 12 months of the completion of waste disposal in the last cell.

The capping system facilitates revegetation and assists in surface water management upon the conclusion of landfill operations.

As built surveys will be undertaken and summary reports provided to the EPA on completion of cell closure earthworks.

11. Supporting documentation

11.1 Standard Operating Procedures

Standard Operating Procedures (SOPs) and Task Instructions (TIN) have been developed at Prominent Hill to manage specific waste materials available through OZ Minerals Environmental Management System (EMS), which include the following:

- Collection and disposal of lead cupels (4.6.0TIN003)
- Disposal of Oily Rags and Filters (4.6.0TIN004)
- Disposal of Waste Oil (4.6.0TIN005)
- Disposal of Xanthate Waste and Product(4.6.0TIN006 & 6.2.4SOP006)
- Disposal of Sharps and Contaminated Products (PH-9999-SEC-SOP-0097)
- Spill Procedure (PH-9999-SEC-PRO-0056) and
- Verification Soil Sampling and Testing (4.3.0SOP002).

These can be found in the BHP document database system.

11.2 Inspections

Inspection forms have been developed to guide inspections undertaken by the Prominent Hill SHEC Department available through the EMS, which include:

- Hazardous waste area inspection sheet (4.6.0FRM002)
- Monthly Environmental workplace inspection sheet (1.12.3FRM001)
- General waste dump inspection(4.6.0FRM001) and
- Hazardous waste inspection sheet (4.6.0FRM002).

12. Controls

12.1 Administration

Management and training of employees and contractors may be used to control risks associated with waste management and resource recovery. All employees and contractors should be made aware of any waste management related risks through the site induction, and the SHEC Department is responsible for the training and management of employee exposure to waste management risks.

13. Records

BHP shall maintain a data management system to:

- ensure consistent, timely and accurate data entry
- store data in a manner that enables the data to be easily identified, located and retrieved
- back up data on a routine basis to protect against loss
- assign responsibility for maintenance of the data management system and
- conduct data analysis, trending and interpretation.

Data trends, interpretation and recommendations are to be provided to the site management team during Management Reviews as the basis for decision making.

If approved by site management, any relevant data analysis, interpretation and recommendations are to be provided to external stakeholders in an appropriate manner when required.

14. Reporting

14.1 Monthly reporting

Each month waste figures must be reported by the Waste Services Contractor to the HSE Department for addition to the sustainability report, inclusion into the sites National Greenhouse and Energy Reporting (NGERS) inventory and communication of recycling figures to site.

14.2 Annual reporting to EPA

At the end of each year an annual summary of landfill activities will be compiled and forwarded to the Waste Regulation Division of the SA EPA. The report will summarise:

- total volume of waste to landfill
- imagery showing progression of sub-cells within the landfill footprint
- progression of any closure and/or rehabilitation works completed within the reporting period.

15. Review

This Plan shall be reviewed:

- every two years
- when there is a change in Legislation, Code of Practice, Australian Standard or other relevant reference material or
- if there is an incident to which this Plan was relevant.

16. References

Title	Author	Date
Mining and Rehabilitation Program 2009	Coffey Environments	2009
Program for Environmental Protection and Rehabilitation 2022	OZ Minerals	2022
Hazardous Chemicals Management Plan	OZ Minerals	2018
EPA Guideline “EPA 842/19 Waste Definitions”	SA EPA	2019
EPA Guideline Environmental Management of Landfill Facilities – solid waste disposal	SA EPA	2019
Mining Act 1971 (SA)	DEM	1971
South Australian State Waste Strategy 2020-2025	Green Industries SA	2020
EPA Act 1993	EPA	1993
SOP's/Task Instructions	OZ Minerals	Dates vary

16.1 Abbreviated terms

16.1.1 Abbreviations and acronyms

Table 16.1 | Definition of acronyms

Abbreviation	Description
CDL	Container Deposit Legislation
DEM	Department for Energy and Mining
DOD	Department of Defence
EMS	Environmental Management System
EPA	Environment Protection Authority
HSE	Health, Safety, and Environment Department
IWL	Integrated Waste Landform
LWF	Listed Waste Facility
MGB	Mobile Garbage Bin
ML	Mining Lease
NAF	Non-acid forming
NGERS	National Greenhouse Gas and Energy Reporting Scheme
PEPR	Program for Environment Protection and Rehabilitation formerly referred to as a MARP.
PET	Polyethylene terephthalate
SDS	Safety Data Sheet
SOP	Standard Operating Procedure
TSF	Tailings Storage Facility
WMP	Waste Management Plan
WWTP	Wastewater Treatment Plant

16.1.2 Units of measure

Table 16.2 | Units of measure

Unit	Description	Unit	Description
%	per cent	m ³	metres cubed
°C	degrees celcius	m/s	metres per second
AHD	Australian height datum	mg/l	milligrams per litre
km	kilometre	mm	millimetres
km ²	kilometre squared	t	tonne
L	litre	TDS	total dissolved solids
m	metre		

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APPENDICES

APPENDIX A LIST OF EXPECTED WASTE STREAMS

The list contained in this appendix has been generated based on operational experience at Prominent Hill; it shall be used as a guide for waste management and updated as required by the Plan.

Table A1: Non-hazardous, non-recyclable waste types, collection and disposal

Material	Description	Collection Points	Disposal
Non-hazardous residual waste			
General Residual Waste	General waste (refuse and rubbish) and materials not able to be viably recovered or recycled. At the present time this includes all organic food wastes from the mine site as it is not considered practicable to process this stream on site.	Small Items: A combination of Red lid 140 L Residual Waste MGBs and 60 L multi-sort bins located throughout the village, mess, mine site and crib rooms. Larger Items: Employees to place in designated collection locations at, Recycling Yard or as required around site.	Residual waste mobile garbage bins to be collected by the waste services contractor.
Construction and Demolition	Concrete and similar inert construction and demolition wastes.	Generally collected in bulk from site where generated or delivered to bulk skip in close proximity.	HSE Department to coordinate disposal of excess concrete to landfill.
Operational Waste	Poly pipe offcuts containing hard set paste fill not suitable for future use or recycling.	Employees to place in a designated storage location in mining laydown area or skips appropriately located in mining laydown area	Waste services contractor or mining contractor to consolidate for periodic disposal at base of pit within waste rock stockpile.

Table A2: Non-hazardous, recyclable waste types, collection and disposal

Material	Description	Collection Points	Disposal
Aluminium			
Beverage containers subject to Container Deposit Legislation – Container Deposit Legislation (CDL)	Aluminium soft drink or beer cans.	A combination of Yellow lid 240 L Residual Waste MGBs and 60 L multi-sort bins located throughout the village, mess, mine site and crib rooms.	Recyclables and CDL mobile garbage bins to be collected by waste services contractor or village services contractor and contents disposed to site appropriate location. Village services contractor relocates from inside collection points to designated storage area for waste services contractor to collect.
Glass			
Beverage containers subject to Container Deposit Legislation – (CDL)	Glass soft drink or beer bottles. NOT wine or spirit bottles.	A combination of Yellow lid 240 L Residual Waste MGBs and 60 L multisort bins located throughout the village, mess, mine site and crib rooms.	Recyclables and CDL mobile garbage bins to be collected by waste services contractor or village services contractor and contents disposed to site appropriate location. Village services contractor relocates from inside collection points to designated storage area for waste services contractor to collect.

Material	Description	Collection Points	Disposal
			All CDL products are sorted, baled and stored at the RRC for transport to a licensed recycler.
General	Glass products no longer suitable for use. Includes jars wine bottles, large juice bottles, windows etc. NOT crockery.	A combination of Yellow lid 240 L Residual Waste MGBs and 60 L multisort bins located throughout the village, mess, mine site and crib rooms.	Recyclables and CDL mobile garbage bins to be collected by waste services contractor or village services contractor and contents disposed to site appropriate location. Village services contractor relocates from inside collection points to designated storage area for waste services contractor to collect. During sorting of aluminium cans and CDL glass all non CDL glass is blended into relative glass colour bins to a maximum of 2% by content to reduce landfill
Laboratory	Glass products used in laboratory tests and no longer suitable for use.	Designated Spin bin for laboratory glass, unless otherwise designated at Laboratory.	Laboratory glass spin bin collected by waste services contractor for disposal in the site landfill.
Plastic			
Beverage containers subject to Container Deposit Legislation – (CDL)	Plastic (usually PET (Polyethylene Terephthalate) 1) soft drink, flavoured milk, fruit juice, cordial or water bottles. NOT Pure milk.	A combination of Yellow lid 240 L Residual Waste MGBs and 60 L multisort bins located throughout the village, mess, mine site and crib rooms. OR Converted open top IBCs for mass collection at back of kitchen.	Recyclables and CDL mobile garbage bins to be collected by waste services contractor or village services contractor and contents disposed to site appropriate location. Village services contractor relocates from inside collection points to designated storage area and processed at the RRC by the waste services contractor.
General (non CDL material)	High density polyethylene HDPE 2(Milk bottles), Rigid plastic packaging, PVC (3), LDPE (4), PP (5), PS (6).	A combination of Yellow lid 240L Residual Waste MGBs and 60L multisort bins located throughout the village, mess, mine site and crib rooms. OR Converted open top IBCs for mass collection at back of kitchen.	Recyclables and CDL mobile garbage bins to be collected by waste services contractor or village services contractor and contents disposed to site appropriate location. Village services contractor relocates from inside collection points to designated storage area and processed at the RRC by the waste services contractor.
General Plastic Scrap.	Poly pipe fittings, offcuts not required and not suitable to retain for future use. Poly , IBC bladders, drums/buckets	Employees to place in designated storage location at Recycling Yard or skips appropriately located around site as required.	Waste services contractor to consolidate for periodic transport to off-site recycling processor OR disposed of to landfill.
Liquid paperboard			
Beverage containers subject to Container Deposit Legislation – (CDL)	Liquid paperboard drink cartons, usually fruit juices or flavoured milk.	A combination of Yellow lid 240L Residual Waste MGBs and 60L multisort bins located throughout the village, mess, mine site and crib rooms. OR	Recyclables and CDL mobile garbage bins to be collected by waste services contractor or village services contractor and contents disposed to site appropriate location. Village services contractor relocates from inside collection

Material	Description	Collection Points	Disposal
		Converted open top IBCs for mass collection at back of kitchen.	points to designated storage area for waste services contractor to collect. All CDL products sorted, baled and stored at the RRC prior to transport to a licensed recycler.

Table A3: Recyclable commercial and industrial or construction and demolition waste types, collection and disposal

Material	Description	Collection Points	Disposal
Recyclable paper and cardboard			
Clean Paper and Cardboard	- Office paper - Newspapers - Magazines - Cardboard NOT contaminated with food, oils, dirt etc.	A combination of Blue lid 240L Residual Waste MGBs and 60L multisort bins located throughout the village, mine site and crib rooms.	Paper and cardboard mobile garbage bins to be collected by waste services contractor or village services contractor and contents disposed to site appropriate location. Village services contractor relocates from inside collection points to designated storage area for waste services contractor to collect. Paper and cardboard, baled and stored at the RRC prior to transport to off-site recycling processor.
Metals			
General metallic items	Metal items, scrap or off-cuts not suitable for further use on site, including steel rigid packaging and aerosol cans.	Employees to place in designated scrap metal collections skip located at the Recycling Yard. OR Closest appropriate scrap metal collections skip as arranged on occasion.	Waste Services Contractor to consolidate for periodic transport to off-site recycling processor. Aerosol cans are stockpiled within open top IBCs prior to transportation off-site to a recycling processor.
Food Packaging (steel cans)	Steel rigid and semi-rigid food packaging can.	Collected in converted open IBCs located at rear of kitchen.	Converted IBCs to be collected by waste services contractor. Contents baled at RRC and bales relocated into scrap steel skip.
Copper Wire	Copper wire not suitable for future use on site.	Employees to place in designated scrap metal collections skip located at the Recycling Yard. OR Closest appropriate scrap metal collections skip as arranged on occasion.	Waste services contractor to consolidate for periodic transport to off-site recycling processor.
Wood			
Pallets that need returning by contractual agreement	Wooden pallets supplied by CHEP and LOSCAM that are in good condition, suitable for	Employees are to return CHEP and LOSCAM to the OZ Minerals Warehouse for back loading.	OZ Warehouse to arrange back loading to appropriate companies.

Material	Description	Collection Points	Disposal
	reuse need to be returned to the supplier.		
Scrap pallets.	Scrap Wooden pallets in any condition that cannot be returned to the supplier.	Employees to place in designated scrap wood collections skip located at the Recycling Yard. OR Closest appropriate scrap wood collections skip as arranged on occasion.	Waste services contractor to consolidate for either reuse by themselves to transports commodities off site. OR Relocated to the Emergency Response Team (ERT) burn pit. No CCA treated wood products will be burnt on-site. Wooden products are generally treated pine or hardwoods
Any other wood products.	Packaging, furniture and any other wood-based items not suitable for reuse.	Employees to place in designated scrap wood storage skips at the Recycling Yard. OR Closest appropriate scrap wood collections skip as arranged on occasion.	Relocated to the Emergency Response Team (ERT) burn pit. No CCA treated wood products will be burnt on-site. Wooden products are generally treated pine or hardwoods.
Conveyor Belt			
General	Belt no longer required or changed out.	Employees to place in designated storage laydowns around site.	Small amounts collected with general waste to go off site for recycling.
Cooking oil			
General	Used cooking oil from accommodation village kitchen.	Employees to deposit in the designated IBC located at the rear of the kitchen.	Waste services contractor to collect and store on Bioremediation Pad for periodic transport to off-site by external licenced waste contractor. Unless other arrangements are made which are approved by OZ Minerals SHEC Department and licenced contractor is used.
Rubber			
Rubber products	Rubber items, scrap or off-cuts not suitable for further use on site, including hoses. NOT tyres.	Employees to place in general waste skips at the Recycling Yard. OR Closest appropriate general waste collections skip as arranged on occasion.	Waste services contractor to disposal in site landfill, or donated to local councils, and or pastoralists where applicable.
	Rubber boots	Placed into open top IBC and placed on the Listed Waste Facility	Sent off site for recycling

Table A4: Hazardous waste types, collection and disposal

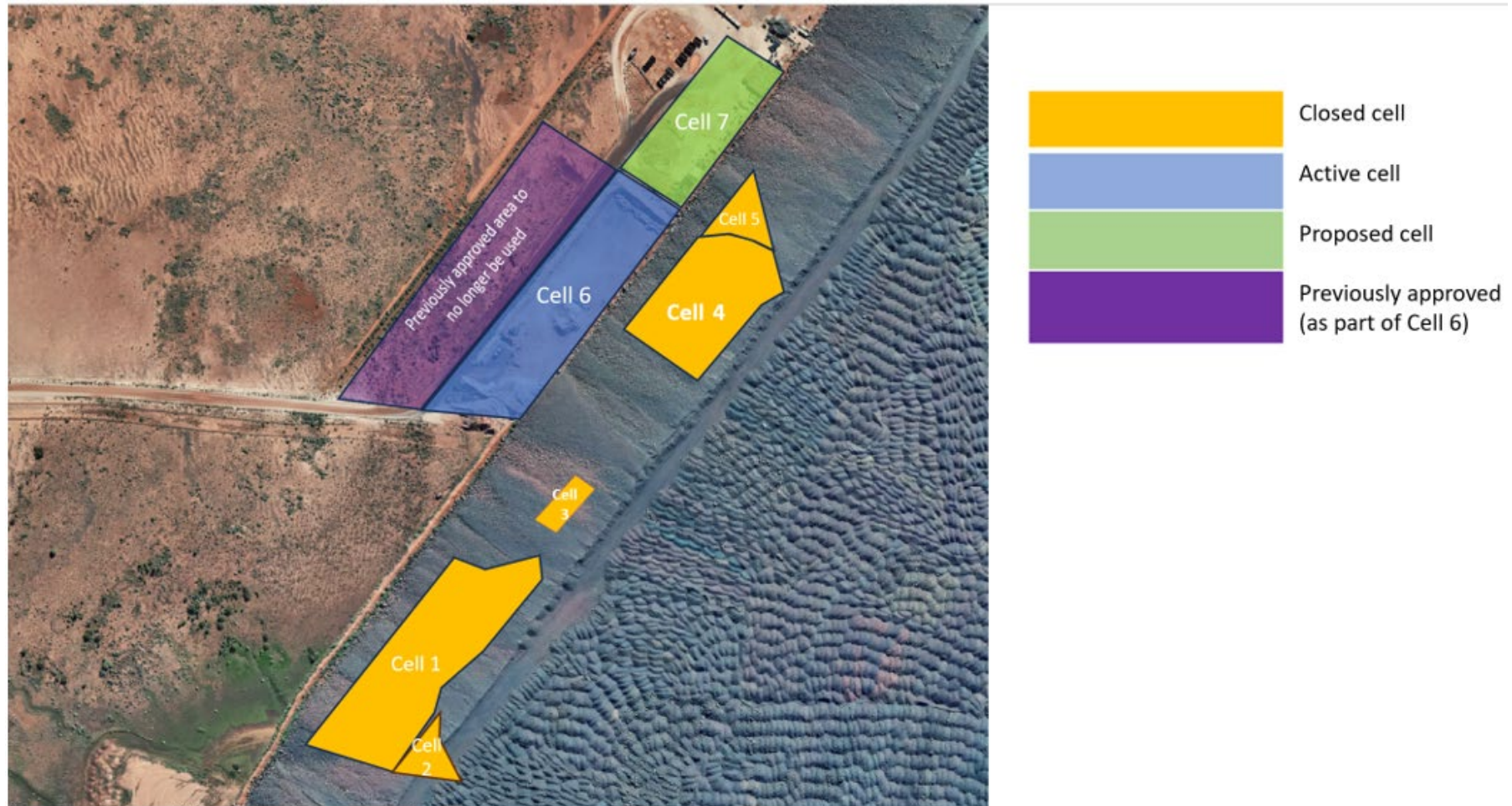
Material	Description	Collection Points	Disposal
Hazardous residual waste			
Waste Oil/ Hydrocarbons (Listed Waste)	Left over oils and fuels from site processes.	Collected in IBC's or sealed steel 205 L drums located throughout site.	Collected by licensed contractor and disposed of off-site. May be stored on known various appropriately bunded areas around site or on Listed Waste Facility
Contaminated soil	Left over from the process of bogging out wash bays, or from spill clean-up where spill contaminants have been absorbed into the soil.	Collected in IBC's or other suitable container as required.	Small volumes are to be collected by licenced contractors and disposed off-site. Large volumes are to be laboratory tested to determine if they are classified as Low Level Contaminated Waste (LLCW) or High Level Contaminated Waste (HLCW). As per approval from EPA and DSD in 2016 the following may occur: • LLWC may be placed within the tyre cell of the southern WRD, no treatment required. • HLCW must be treated using Rembind to reduce the leachability of the material. After further testing has demonstrated Rembind has reduced leachability the material may then by placed within the tyre cell of the southern WRD.
Oil Rags & Filters (Listed Waste)	Left over oil rags and filters from site processes.	Collected in purpose built drain bins located throughout site, or placed into open top IBCs on appropriately bunded areas such as the listed waste facility.	Collected by licensed contractor and disposed of off-site.
Hazardous Chemicals	Waste hazardous chemicals produced/ left over from site processes.	Collected in appropriate storage containers as outlined in MSDS/SDS.	Appropriately disposed of as per MSDS.
Asbestos (Listed Waste)	Waste PPE which has come in contact with Asbestos.	IF required -Collected in spin bin located at blast crew lay down area.	Collected and buried at site landfill.
Xanthate	Waste Xanthate packaging. Residual xanthate reports to the Tailings Storage Facility.	Collected in specific storage skip located adjacent Reagents Storage Shed.	Collected and buried separately at site landfill in accordance with MSDS/SDS and Disposal of Xanthate Product SOP.
Lead Cupels (Listed Waste)	Lead cupels left over from site processes.	Collected in 205L drums at SGS Laboratory.	Collected in sealed, labelled and strapped 205L drums by SGS Personnel and collected by the Waste Management Contractor for storage adjacent to the RRC Laydown area for potential off-site disposal via a licenced contractor.
Fluorescent Bulbs	Waste fluorescent bulbs left over from site processes.	Collected in IBC located at Recycling Yard and accommodation village.	Waste services contractor to consolidate for periodic transport to off-site recycling processor.

Material	Description	Collection Points	Disposal
Fox Baits	Waste baits, dug up from fox baiting.	Collected in appropriate container at various collection points located throughout site.	Fox baits to be buried minimum of 1 m below ground.
Batteries	Waste batteries left over from site processes.	Collected in wooden pallet boxes which are stored on appropriate bunding. Collection points are located at various points throughout site.	Waste services contractor to consolidate for periodic transport to off-site recycling processor.
Tyres (Listed Waste)	Light vehicle tyres from OZ Minerals vehicles only, and no longer suitable for use.	Various contractors on site.	To be transported off-site recycling by an EPA licenced operator.
Tyres (Listed Waste)	Heavy vehicle tyres from OZ Minerals vehicles only, and no longer suitable for use.	Onsite Disposal. Approval in PEPR to dispose of within PAF Cells of IWL Heavy vehicle only.	Mining contractor to manage, seeking advice from SHEC Department as required.
Medical Waste (Listed Waste)	Medical waste.	Medical waste other than sharps is to be collected within clearly labelled heavy duty yellow plastic bags Sharps are to be disposed of in suitable sharps containers appropriately located around site.	Transported by a person employed or engaged in the business producing the waste or a transporter licenced by the EPA to collect and transport such waste directly to: - a waste depot licensed by the EPA to receive medical waste - a hospital (Coober Pedy Hospitals is nearest to Prominent Hill)
CCA Timber	Copper chromate arsenic treated timber.	No volumes of CCA Timber currently stored on site. If encountered, place in Listed Waste Facility and discuss with SHEC and EPA.	Where encountered, EPA advice for disposal would be sought.

APPENDIX B WASTE INFRASTRUCTURE LOCATIONS



Appendix B Figure 1 On Site Infrastructure Locations



Appendix B--Figure 2: Historical and current landfill cell locations¹

Figure B.2: Historical and current landfill cell locations

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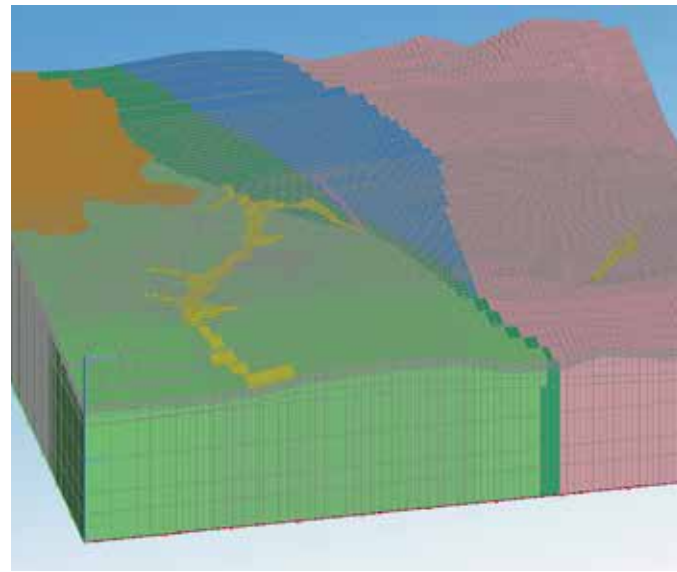
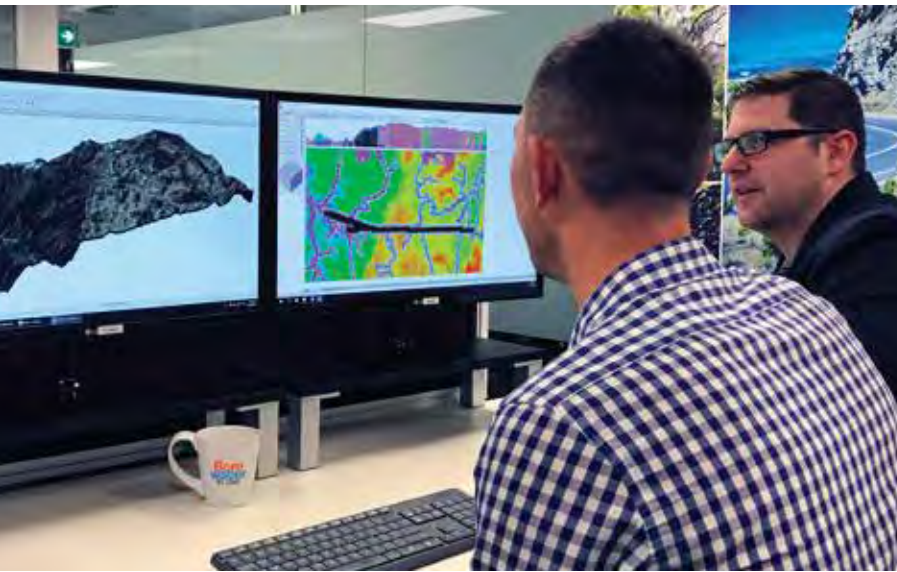
Appendix E

Prominent Hill Expansion Groundwater Modelling Report



Prominent Hill Expansion Groundwater Modelling

Prepared for OZ Minerals Limited
December 2021





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Prominent Hill Expansion Groundwater Modelling

Report Number

S200649 RP1

Client

OZ Minerals Limited

Date

23 December 2021

Version

v3 Final

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Executive Summary

OZ Minerals Limited proposes to expand the life of the Prominent Hill copper-gold mine, extending the life of the mine from 2030 to 2036. EMM Consulting Pty Limited has been contracted to conduct groundwater flow modelling to support the Program for Environment Protection and Rehabilitation for the Prominent Hill Expansion.

Groundwater modelling of Prominent Hill mine began prior to mining, with the first model built in 2006. Since then, regular progressive updates have incorporated refinement of the conceptual understanding of the groundwater system as more information became available and incorporation of measured historical borefield operational data, mine progression and groundwater responses to mining activities. This report presents a full model rebuild, referred to as the PH6.0 model.

Four predictive model scenarios were run to predict outcomes of approved and proposed mine plans, and groundwater abstraction rates from the Aries borefield, which supplies water to the mining operation. A Monte Carlo predictive uncertainty analysis was employed to provide probabilistic predictions of the likelihood of predicted outcomes.

Groundwater drawdown is predicted to be regionally extensive in both the Cadna-owie and Boorthanna aquifers. However, drawdown is predicted not to reach the Great Artesian Basin Springs. Expansion of the mine is predicted to result in minor additional groundwater drawdown compared to the approved mine plan, primarily within the Boorthanna Formation aquifer in the area of the Aries borefield. However, the predicted drawdown is less than that predicted in earlier versions of the Prominent Hill groundwater model.

Following mining, the open cut pit is predicted to behave as a groundwater sink, with no permanent pit lake predicted to form, with evaporation removing modelled incident rainfall and minor groundwater inflows.

Drawdown is predicted at a number of pastoral bores, with magnitude varying depending on the location and screened aquifer, consistent with previous models.

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1 Introduction

OZ Minerals Limited (OZL) operates the Prominent Hill copper-gold mine in the Far North Prescribed Wells area of South Australia, approximately 650 kilometres (km) north-west of Adelaide. The majority of mine water supply is sourced from the Aries borefield, located east of the open cut and underground mining operations and associated tailings storage facility (TSF). Historically, groundwater was also sourced from the Gemini, Taurus, and Virgo borefields. The regional groundwater system interacts with the borefields, mine excavations, and the TSF.

Prominent Hill Mine has a licence (water licence 41028) to abstract 26.6 megalitres per day (ML/d) of groundwater from the Boorthanna Formation. A condition of the licence is that the numerical groundwater flow model must be updated every two years with regard to borefield operations. Model results must be compared to monitoring over the available historical record to identify the performance of the numerical model in simulating impacts to date and, by inference, identify the model's ability to predict potential future impacts resulting from mine operation.

OZL proposes expanding the current life of mine (LOM) from 2030 to 2036, referred to as PHOX (Prominent Hill Operations Expansion). This report summarises the conceptual hydrogeological model and documents the design, history-matching and predictive scenario modelling undertaken with an updated numerical groundwater flow model. Predictive scenarios address the current approved (LOM) and planned expansion (PHOX) scenarios.

1.1 Water affecting activities

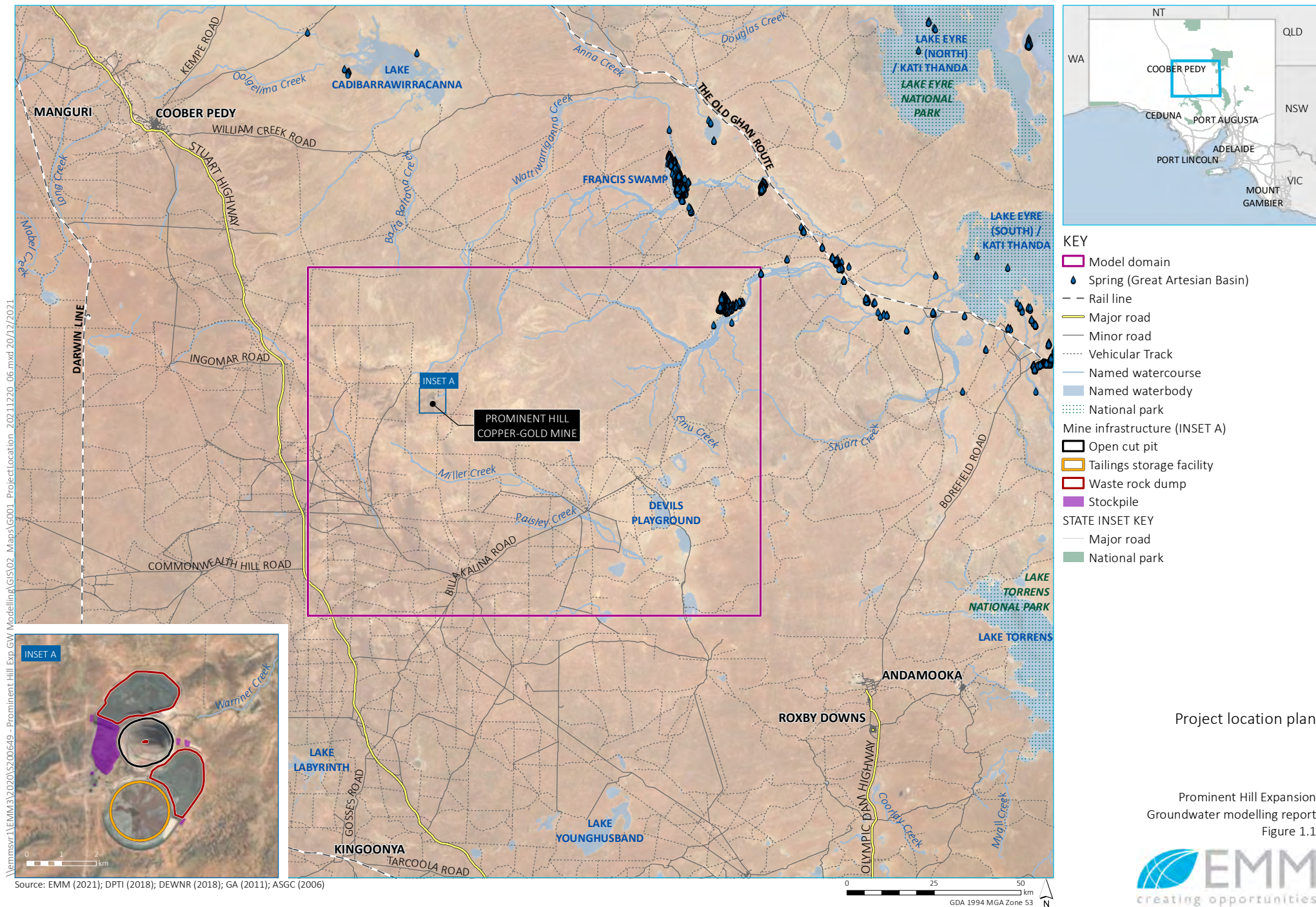
Current approved mining at Prominent Hill involves the following groundwater affecting activities:

- excavation associated with open cut and underground mining and associated access;
- groundwater abstraction from the Aries, Taurus, Virgo and Gemini borefields (though Aries is used for all current and future planned water abstraction); and
- deposition of tailings in the TSF.

The proposed Prominent Hill Expansion (PHOX) will involve the same groundwater affecting activities; however, the life of the mine will be extended, and more material excavated from underground operations. This will prolong the demand for groundwater supply from the Aries borefield and extend the period of tailings deposition. The Expansion Project study area is presented in Figure 1.1.

1.1.1 Mine plan

The Prominent Hill mine includes the Malu open cut pit and two underground areas, Malu (an extension of the ore body mined within the open pit) and Ankata. The Malu underground area sits directly below the Malu open cut pit, and the Ankata section is located approximately 600 metres (m) from the western boundary of the open cut pit. Mine infrastructure as of January 2021 is presented in Figure 1.2. Infrastructure at the end of the approved and expansion developments are presented in Figure 1.3 and Figure 1.4. The proposed PHOX incorporates an extension of the Malu underground mine, expanding deeper (into Malu Deeps) and to the west (into Kalaya). PHOX mining is planned to complete in 2036. However, at the time of model development, the PHOX mine plan extended to 2038 and as such, the groundwater model simulates mining activities through to the end of 2038. This is conservative from an impact perspective, and allows for additional water use during closure operations.



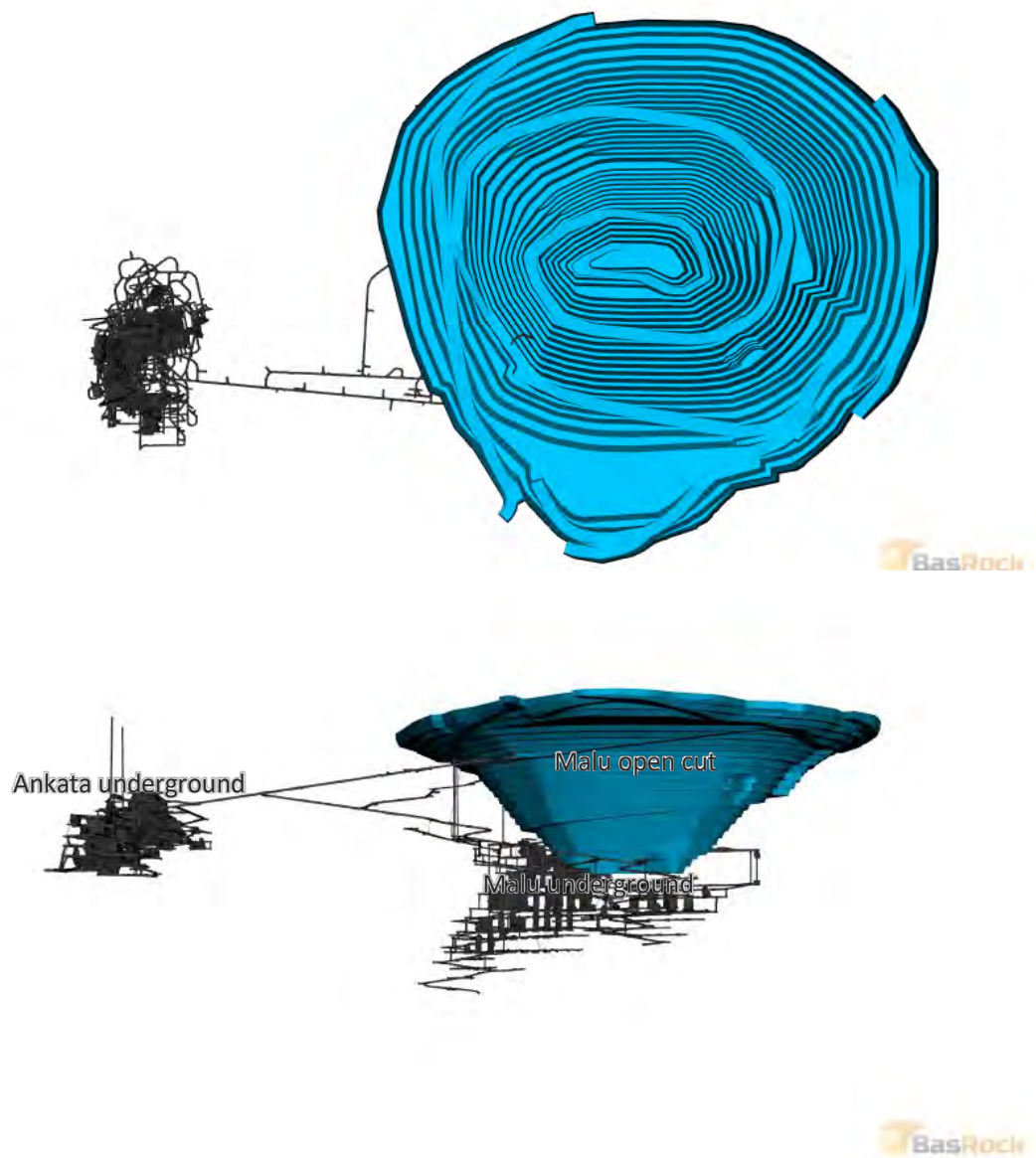


Figure 1.2 **Historical mine workings**

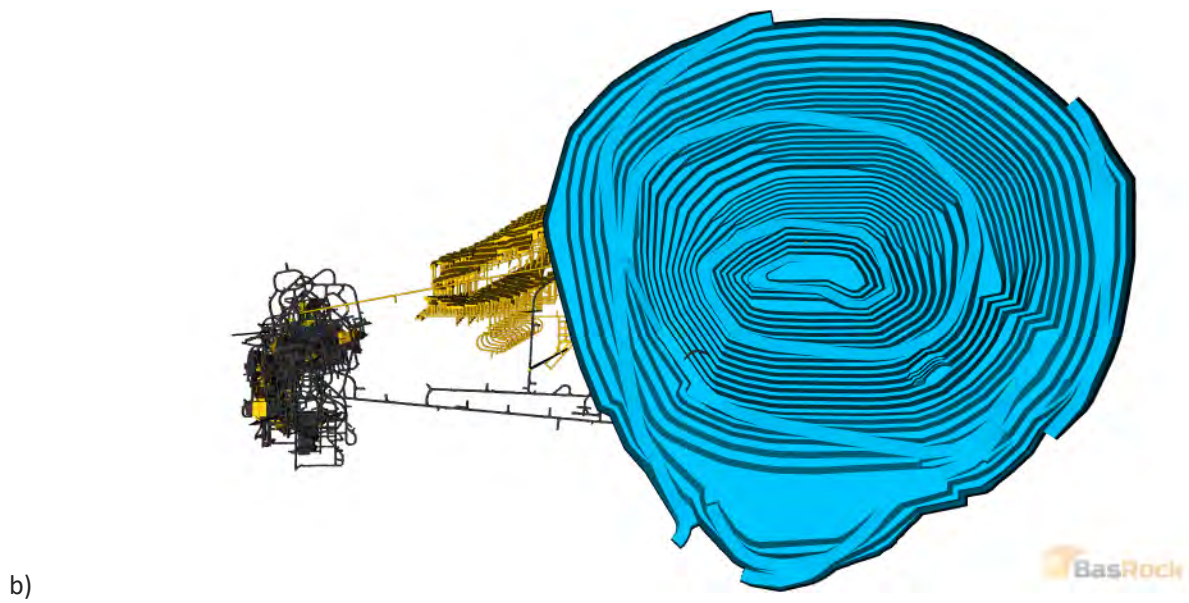
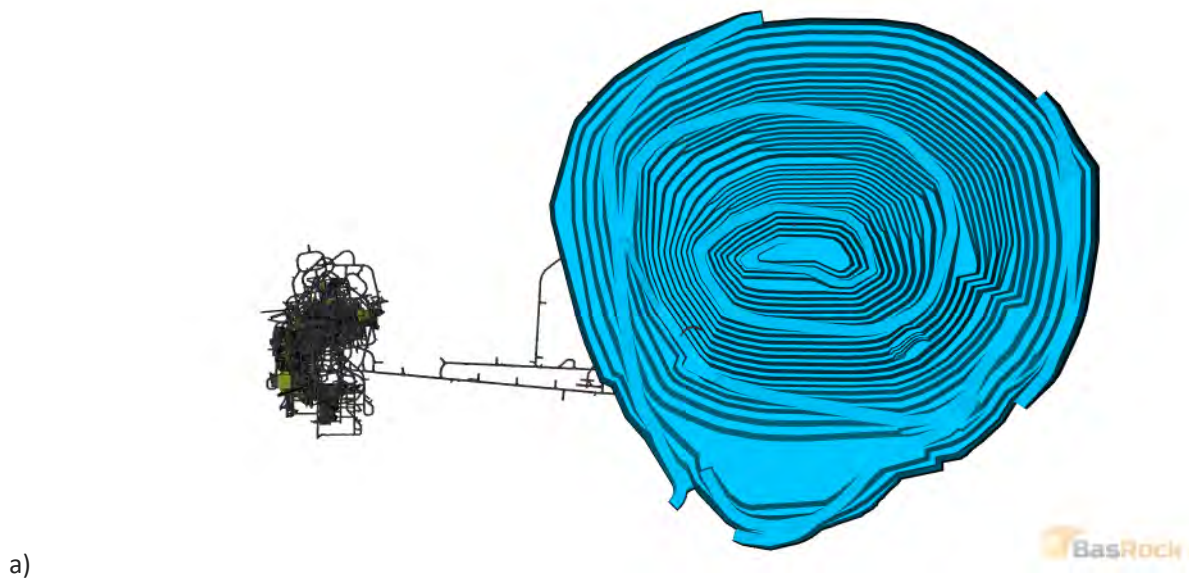
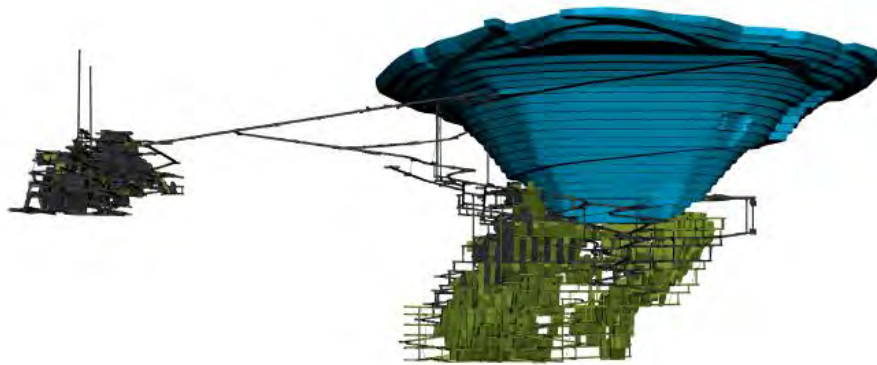
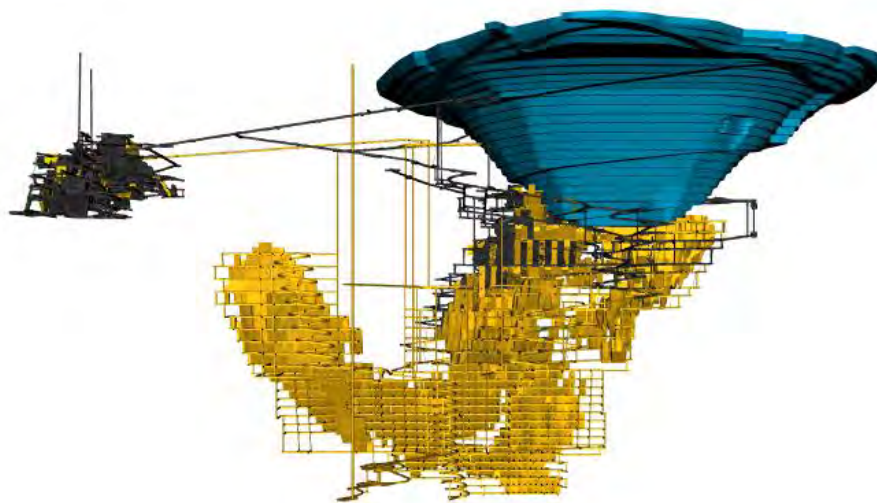


Figure 1.3 **Approved (a) and PHOX (b) mine workings – plan view**



a)



b)



Figure 1.4 **Approved (a) and PHOX (b) mine workings – side view**

1.2 Previous modelling

Numerical groundwater modelling of the Prominent Hill Mine commenced in 2006 and has undergone progressive updates as listed below:

- Aquaterra-REM 2006, Prominent Hill Project numerical groundwater model, report prepared for Oxiana Limited, February 2006.
- Aquaterra 2008, Prominent Hill Mine regional groundwater model (PH2). Report prepared for Oxiana Limited, February 2008.
- Aquaterra 2009, Prominent Hill Mine regional groundwater model (PH4). Report prepared for OZ Minerals Limited, 5 October 2009.
- SKM 2010, Prominent Hill Mine groundwater model update (PH5), report prepared for OZ Minerals Limited, 30 September 2010.
- SKM 2011, Prominent Hill Mine groundwater model update (PH5.2), report prepared for OZ Minerals Limited, 15 March 2011.
- SKM 2012, Prominent Hill Mine groundwater model update (PH5.3), report prepared for OZ Minerals Limited, 1 February 2012.
- SKM 2014, Prominent Hill Mine groundwater model update (PH5.5), report prepared for OZ Minerals Limited, 30 January 2014.
- Jacobs 2016, Prominent Hill Mine groundwater model update (PH5.6), report prepared for Eco Logical Australia Pty Ltd, 19 July 2016.
- LWC 2018, Groundwater model update (PH5.7), report prepared for OZ Minerals Limited, 2 August 2018.
- EMM 2020, Prominent Hill groundwater model update, report prepared for OZ Minerals Limited, 15 October 2020.

A separate, localised model of the pit and TSF area, that did not include the water supply borefields, was developed by SKM (2013) to investigate the fate of seepage from the TSF and potential for a pit lake to develop post-closure. In addition to the groundwater environmental monitoring network, that model made use of monitoring data from piezometers installed around the pit as part of a geotechnical program.

In order to provide a consistent message and confidence to regulators, it is important to ensure consistency between mine scale predictions and regional scale impacts. Alignment of modelled mine inflows and hydrogeological properties for both purposes will enable this consistency between the mine scale/operational issues and regional scale groundwater impact assessment. Advances in modelling software since development of the previous regional scale numerical groundwater model have enabled modelling at these different scales to be performed much more efficiently than was previously possible. Therefore, a new model, referred to a “PH6.0”, has been built based on the most recent model “PH5.8” but with incorporation of new information, where relevant, and updated software to facilitate near mine and regional predictions.

1.3 Modelling objectives

Broadly, the objective of the PHOX groundwater modelling is to provide predictions that will inform the groundwater assessment of effects (which is not part of the scope of this report).

The specific objectives of the PHOX groundwater modelling are to:

- incorporate, where relevant, updated knowledge and conceptualisation of the groundwater system;
- simulate the approved Prominent Hill mine activities, including the mine development, TSF and production bore operation;
- simulate the proposed PHOX activities, including the mine development, TSF and production bore operation;
- predict the extent and magnitude of groundwater drawdown induced by water affecting activities; and
- predict the long-term state of the groundwater system post mining operations.

1.4 Model confidence classification

The Australian Groundwater Modelling Guidelines (Barnett et al 2012) provide a framework from which to define a target “model confidence level”. Model class is closely linked to model history-matching, with reference to the historical stresses in comparison to the stresses (both magnitude and duration) in the predictions. In this case, the confidence level classification is based on the ability of the numerical model to simulate:

- regional hydraulic head distributions and flow directions; and
- measured drawdown resulting from mine development and associated groundwater abstraction.

The new PH6.0 model (PHOX groundwater model) is best described as a class 2 model, with some class 3 attributes. This is based on a number of attributes, including:

- groundwater abstraction data are available for production bores;
- information on the geometry and properties of hydrostratigraphic units (HSUs) are relatively spatially extensive across the model domain and are best known at the areas where the largest stresses will be assigned (eg the mine and borefields);
- there is a large transient record of groundwater head measurements, spanning the duration of mining to date, with records near the key stressors (the various borefields, mine pit and TSF) as well as regionally across the primary aquifer units, with both shallow and deep monitoring locations; and
- stresses in the predictive modelling are expected to be similar, or in some cases smaller, in magnitude to those during the history-matching period.

2 Conceptual hydrogeology

The following sections provide an overview of the conceptual hydrogeological understanding, which forms the basis for the numerical model development. The conceptual understanding of the hydrogeology of the Prominent Hill study area has been progressively developed over time, and the following sections have been largely based on:

- a review of the Prominent Hill area conceptual hydrogeological model completed for OZL by ELA (2017);
- a summary of groundwater modelling of the Arkaringa Basin completed in 2014 by the (then) Department of Environment, Water and Natural Resources (Purczel 2015); and
- a summary of the Prominent Hill region conceptual hydrogeological model completed for OZL by SKM (2009).

Further details of the conceptual hydrogeology can be found in the aforementioned documents.

2.1 Climate

In 2009, OZL installed a meteorological monitoring station at the Prominent Hill airport for the collection of meteorological data. Annual rainfall measured at the Prominent Hill airport has ranged from 21 millimetres (mm) in 2019 to 283.8 mm in 2020, and the 10-year annual average is 146 mm (refer Figure 2.1).

The Bureau of Meteorology (BoM) also has a climate station at Millers Creek (station number 16028). Figure 2.2 presents the mean monthly average rainfall for the area and shows that Prominent Hill airport has generally recorded higher monthly rainfall totals in January, March, April, and May in comparison to the Millers Creek station. Average monthly rainfall totals are typically lowest in July (3-8 mm) and highest in January or February (18-22 mm).

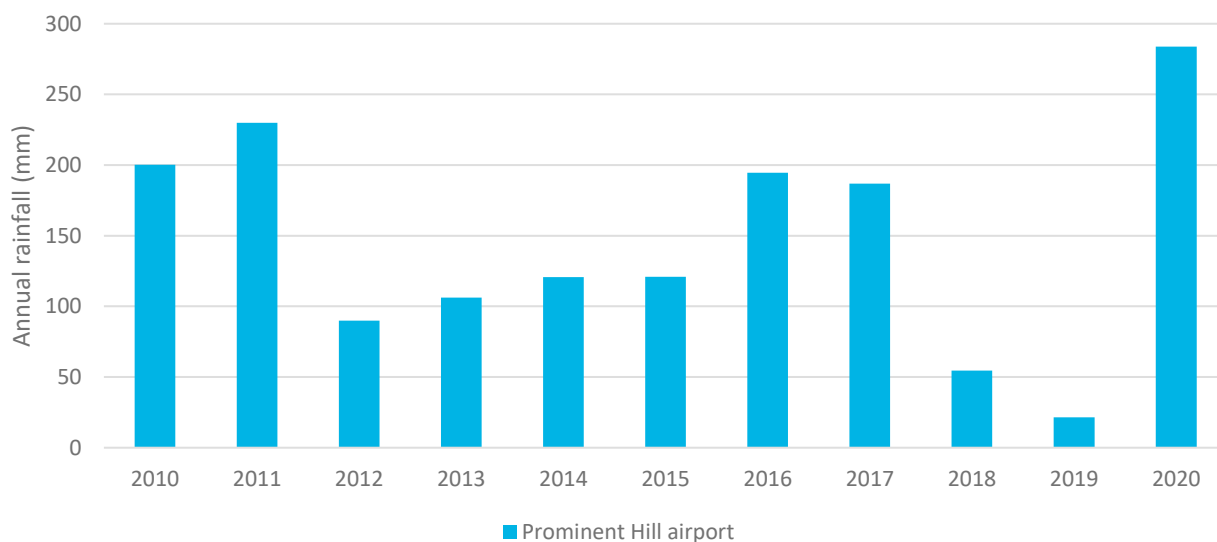


Figure 2.1 Prominent Hill airport annual rainfall

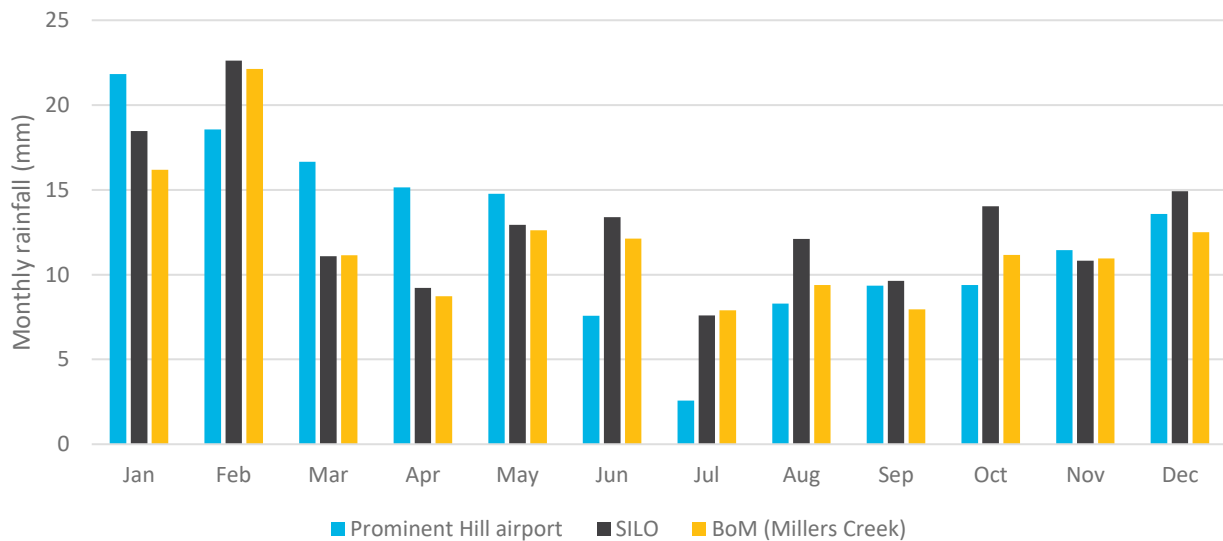
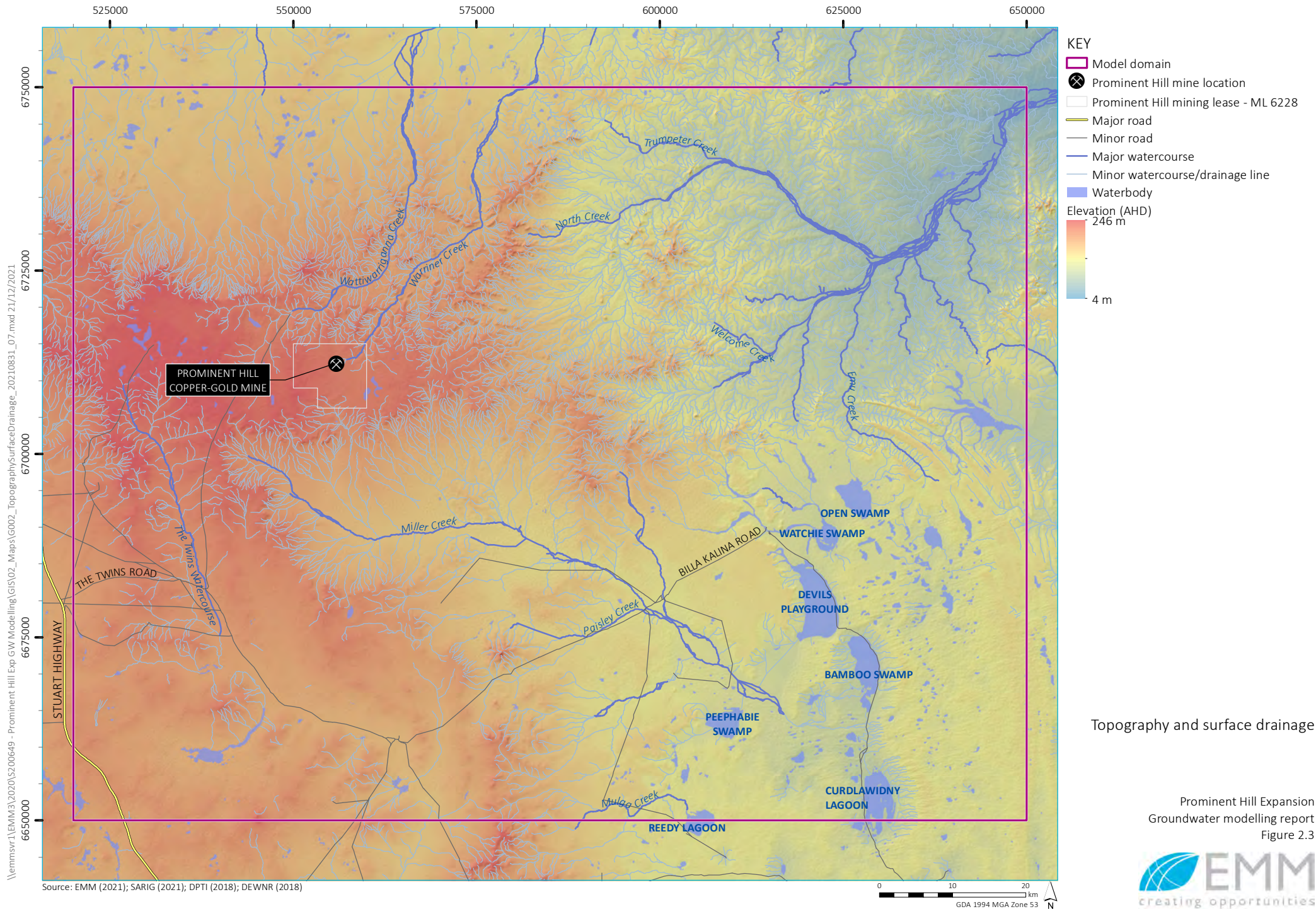


Figure 2.2 Mean monthly rainfall

Maximum summer temperatures at Prominent Hill tend to exceed 35°C, with winter minimum temperatures typically below 10°C. January is the hottest month (average maximum 36.1°C) and July the coldest (average minimum 6.9°C).

2.2 Topography and surface drainage

The Prominent Hill mine is located within the Stony Plain Bioregion within the Breakaway Land System. The mining lease is located on the edge of a gently undulating broad plateau with surface drainage flowing away from the plateau towards Millers Creek, Wattiwarriganna and Warriner Creeks, and Margaret Creek that ultimately drain to Lake Eyre South (Kati Thanda). Numerous salinas (named as swamps and lagoons) are also present in the area. Figure 2.3 presents the topography and surface drainage in the study area (and model domain, which was adopted from the existing PH5.8 model for consistency).



2.3 Geology

The mine deposit is located within the Mount Woods Inlier, located in the north-east of the Gawler Craton, which is of Archaean to Mesoproterozoic age (3,800 to 1,000 Million years) with an area of approximately 600,000 square kilometres (km²). Generally, rock types within the Mount Woods Inlier are metasediments and metavolcanics and include younger granitic intrusions (OZL 2017).

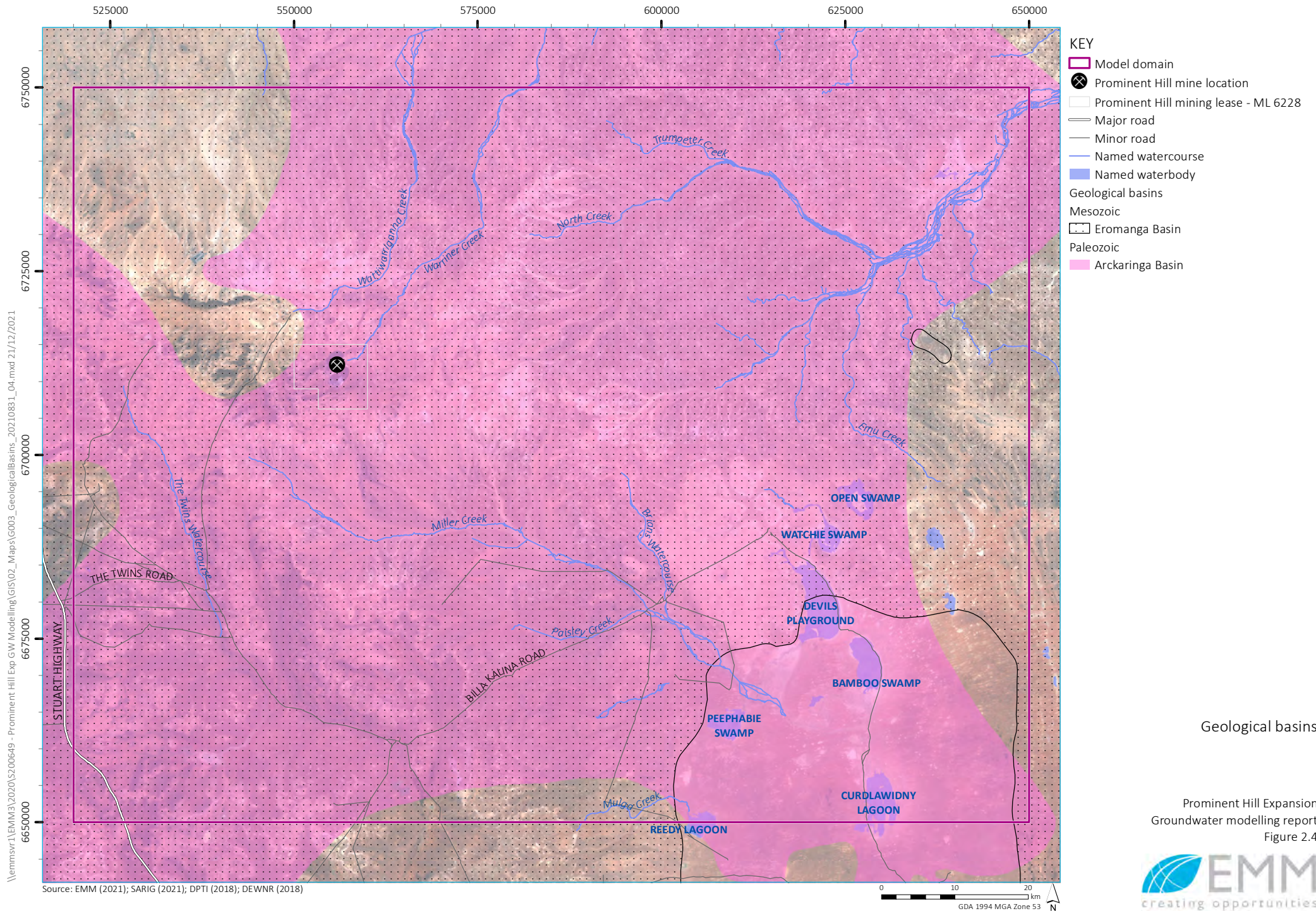
The Mount Woods Inlier is covered by younger sediments of the Permian to Cretaceous Arckaringa Basin and the overlying Eromanga Basin (a subdivision of the Great Artesian Basin (GAB)). The thickest sequence of Arckaringa Basin sediments is found in the Boorthanna Trough, which is the current source of raw water for the mine, supplied by the Aries borefield.

The spatial extent of the major geological basins (Arckaringa and Eromanga) in the model domain are shown on Figure 2.4.

Table 2.1 summarises the main geological units of relevance to the hydrogeology of the Prominent Hill mine and borefield areas. Surficial geology is presented on Figure 2.5.

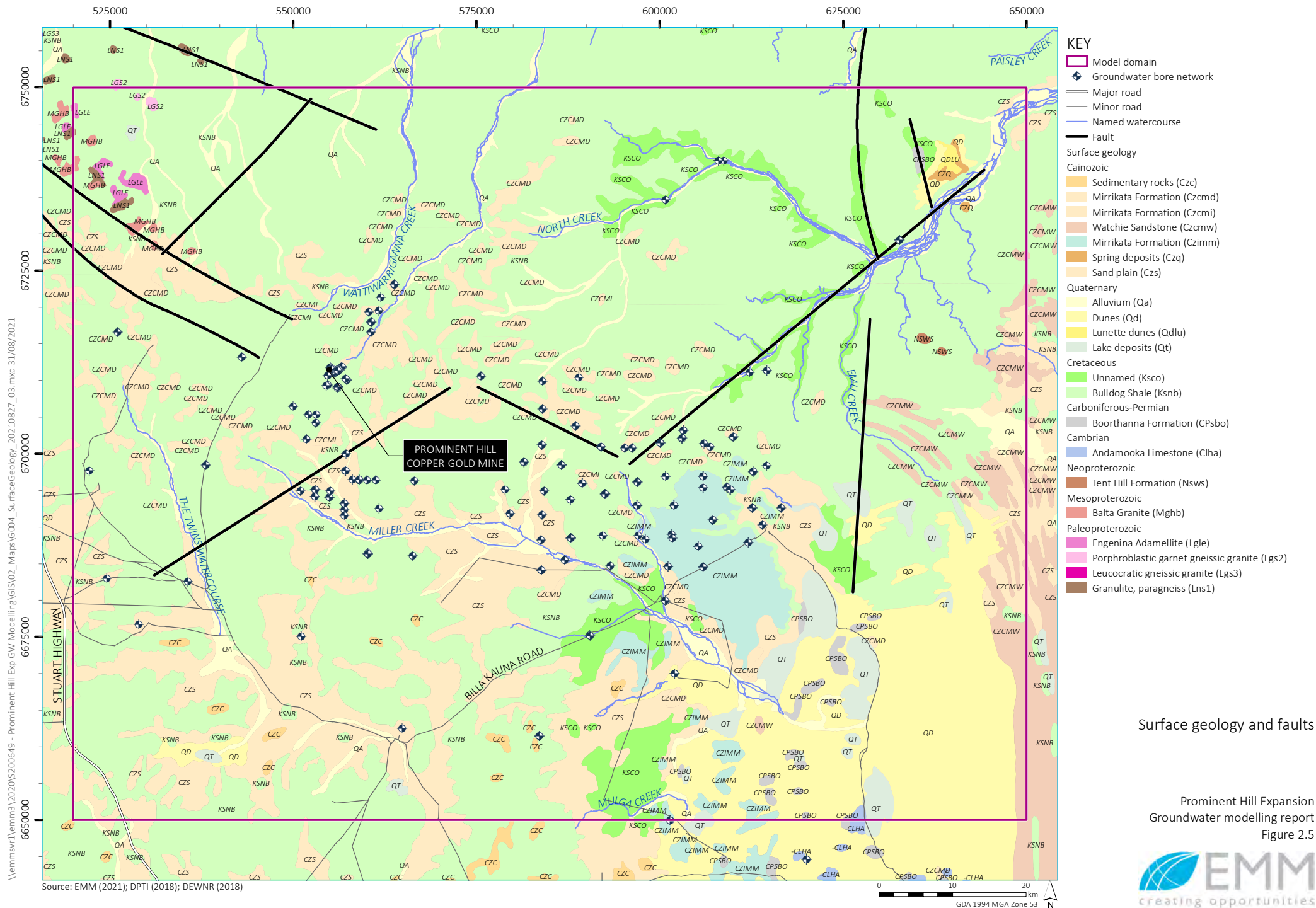
Table 2.1 Summary of major geological units

Geological basin and age	Geological unit	Description
Mesozoic Eromanga Basin	Bulldog Shale	A grey marine mudstone (shelf mud deposit), containing silt/very fine sand intervals, as well as carbonaceous and pyritic material. The lower sequence comprises of organic shale, and thin beds of sandstone along the western margins of the Eromanga Basin.
	Cadna-owie Formation	Occurs extensively across the Eromanga Basin and represents a coastal transition between terrestrial-freshwater and marine depositional environments. The unit is typically a siltstone and very fine to fine-grained sandstone, and in parts it can be a medium to coarse-grained sandstone with minor carbonaceous clayey intervals.
Permian Arckaringa Basin	Stuart Range Formation	Conformably and sometimes unconformably overlies the Boorthanna Formation in most parts of the Arckaringa Basin, but intertongues with it in the south-western part of the Basin. The unit is typically a homogeneous grey marine claystone or shale with minor silt to fine grains of quartz sand and feldspar scattered throughout. The depositional environment for this unit was lower energy than that of the underlying Boorthanna Formation.
	Boorthanna Formation	Deposited in a marine and glacial environment and consists of an upper and lower unit. The upper unit is a marine conglomerate and sandstone, and the lower unit typically comprises boulder clays (diamictite) (Purczel 2015). The upper unit is extensive, covering all but the central Arckaringa Basin, while the lower diamictite appears to be restricted to the southern and south-eastern areas of the Basin.



Geological basins

Prominent Hill Expansion
Groundwater modelling report
Figure 2.4



2.3.1 Geological structures

Purczel (2015) describes the western portion of the Arckaringa Basin as thin, geologically simple and only moderately faulted whereas the eastern portion of the basin is more geologically complex, with structure influenced by faulting and glacial scouring (Figure 2.6). The Arckaringa Basin is bound to the east by the Peake and Denison Inlier (Davenport Range), to the south by the Gawler Ranges and Stuart Shelf and to the north and west by the Officer Basin. There are a number of depocentres that are located around basement highs (Figure 2.6). The deepest areas of the basin are within the Boorthanna Trough (where the Aries borefield has been constructed), Billa Kalina sub-basin, Penrhyn Trough, Phillipson Trough, Willira Trough and West Trough.

Geological structures, including the Billa Kalina Fault system, have been mapped in the Prominent Hill mine area and are presented on Figure 2.5. These faults are not thought to extend into the Eromanga Basin.

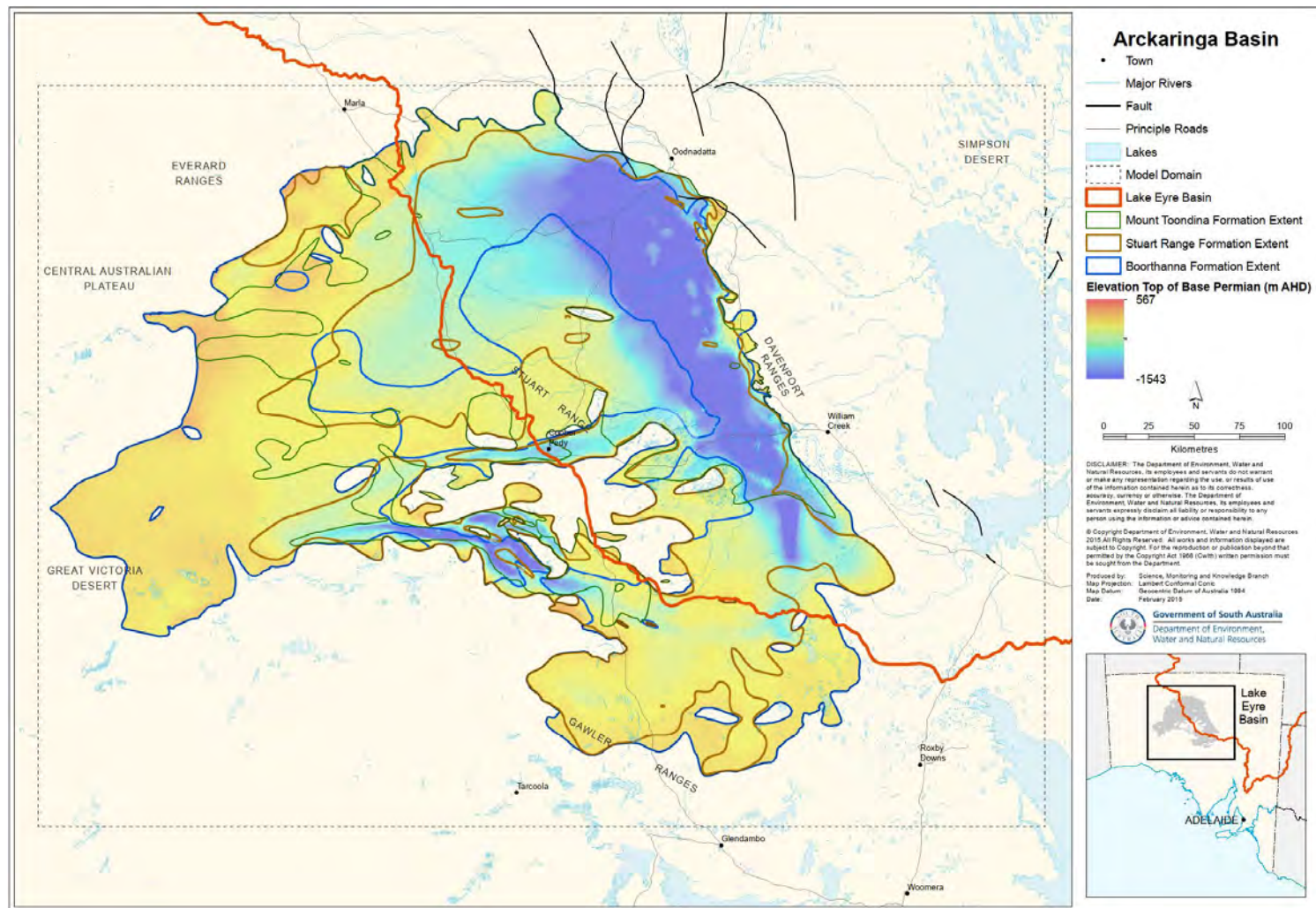


Figure 2.6 Arckaringa Basin physiography (Purczel 2015)

2.4 Hydrogeology

2.4.1 Overview

The hydrogeological understanding of the Prominent Hill mine area has been informed by numerous groundwater investigations since 2005 and operation of the Aries (and previously Virgo) borefields.

As described in Section 2.3, the area is made up of two basins; the Eromanga and the underlying Arckaringa. The Eromanga Basin is broken up into artesian and non-artesian areas, of which the non-artesian Eromanga aquifer includes the Cadna-owie Formation. For the purposes of the groundwater model, the focus is on the Cadna-owie Formation, which we refer to hereafter. The aquifer of relevance to the Prominent Hill model in the Arckaringa Basin is the Boorthanna Formation aquifer. The aquifers in the Prominent Hill region, and south-east toward the Stuart Shelf, are a subset of four important HSUs which are described in Table 2.2.

Table 2.2 Hydrostratigraphic units

HSU	Type	Description
Bulldog Shale	Aquitard	Typically unsaturated. Of hydraulic importance in the TSF area, where seepage from the TSF has caused mounding of the watertable and saturation of the Bulldog Shale.
Cadna-owie Formation	Aquifer	Primary source of pastoral groundwater supplies in the area. Unsaturated in the mine and Virgo borefield areas and very thin or absent over the orebody. Partially saturated in the Aries borefield area. Artesian conditions are observed east of the study area. Referred to as the J-K aquifer by Purczel (2015). Also referred to as the non-artesian Eromanga aquifer.
Stuart Range Formation	Aquitard	Provides hydraulic separation between the overlying Cadna-owie Formation and the underlying Boorthanna Formation.
Boorthanna Formation (upper and lower)	Aquifer	Targeted for Prominent Hill mine raw water supply. Not widely used for pastoral water supplies due to high salinity and burial depth. Very thin or absent over the orebody.

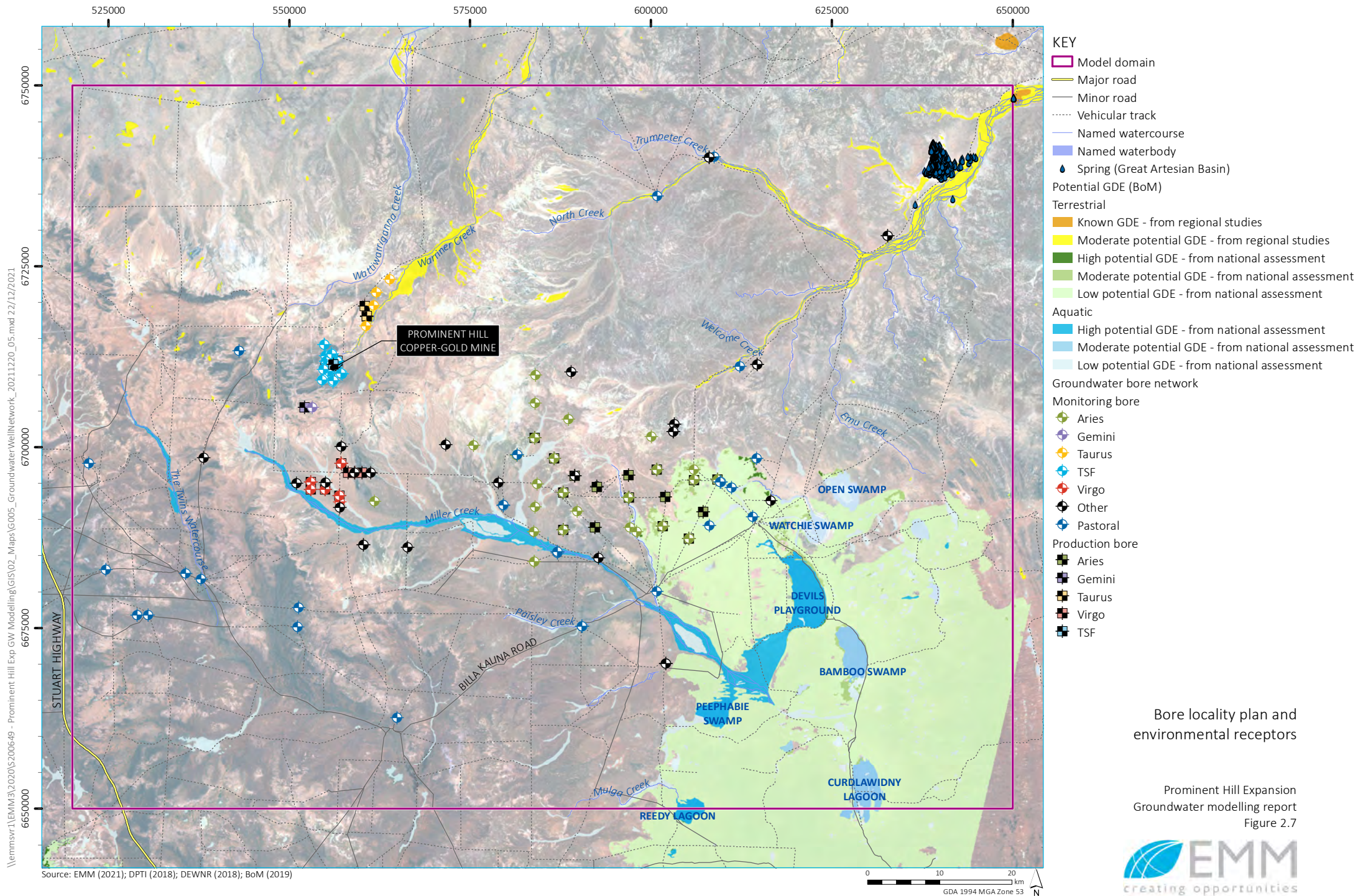
2.4.2 Groundwater bore network

Numerous monitoring and production bores have been installed by OZL for the Prominent Hill mine. OZL's monitoring network comprises bores to monitor pressures and seepage effects associated with the TSF, bores to monitor groundwater level/pressure response to pumping within the dedicated borefields, bores further afield of the mine, and borefields to monitor for regional groundwater responses to the mining operation and borefield abstraction; this includes bores near GAB springs and adjacent to or near pastoral bores. Figure 2.7 shows the locations of production, monitoring and pastoral bores in the Prominent Hill area.

As indicated in Section 1, the Prominent Hill mine consists of the following borefields:

- Aries: this is OZL's primary borefield, located south-east of the mine and commissioned in 2008. It is used to supply raw water for operations. Production bores target the Boorthanna aquifer. Both approved and PHOX mine plans maintain groundwater supply from the Aries borefield.

- Virgo: this borefield is located south of the mine and targeted the Boorthanna aquifer. It was used during mine construction and the early years of mining. It is no longer used for water supply.
- Taurus: these bores are located north of the mining area and were used during mine construction, prior to development of the Aries borefield. It is no longer used for water supply.
- Gemini: these bores are located south-west of the mining area and were used during mine construction only. It is no longer used for water supply.



Bore locality plan and
environmental receptors

Prominent Hill Expansion
Groundwater modelling report
Figure 2.7

2.4.3 Hydraulic properties

Estimates of hydraulic properties (hydraulic conductivity, K , and storage parameters (as specific storage, S_s , or specific yield, S_y)) have been derived from analysis of aquifer tests and operation of the borefield(s). Hydraulic properties from a collection of reference literature, on-site testing and numerical models completed in the area are collated in Table 2.3.

Table 2.3 **Hydraulic properties from previous studies**

Unit	Hydraulic conductivity (m/d)					Storage			
	Domenico and Schwartz (1998)	Arckaringa model (Purczel 2015)	Arckaringa connectivity (Kleinig et al. 2015)	PH pit model (SKM 2013)	PH5.8 model (EMM 2020)	Arckaringa model (Purczel 2015)	Arckaringa connectivity (Kleinig et al. 2015)	PH pit model (SKM 2013)	PH5.8 model (EMM 2020)
Bulldog Shale	$8.6 \times 10^{-9} - 1.7 \times 10^{-4}$ (Shale)	0.5 (Kh) 10^{-6} (Kv)	1.7×10^{-5}	$10^{-3} - 0.01$ (Kh) $5 \times 10^{-6} - 0.01$ (Kv)	-	10^{-5} m^{-1} (Ss)	58.1% (porosity)	1% (Sy) 10^{-4} m^{-1} (Ss)	-
Cadna-owie Formation	$7.8 \times 10^{-2} - 43$ (Medium sand)	20 (Kh, J-K aquifer) 2 (Kv, J-K aquifer)	$8.6 \times 10^{-4} - 0.5$ (J-K aquifer)	0.5 (Kh) 10^{-3} (Kv)	0.5 (Kh) 0.01 (Kv)	10^{-5} m^{-1} (Ss)	13.3% – 42.8% (porosity, J-K aquifer)	15% (Sy) 10^{-4} m^{-1} (Ss)	5% (Sy)
Stuart Range Formation	$8.6 \times 10^{-7} - 1.2 \times 10^{-3}$ (Siltstone)	10^{-4} (Kh) 10^{-4} (Kv)	$3.5 \times 10^{-8} - 3.5 \times 10^{-5}$	10^{-3} (Kh) 10^{-6} (Kv)	10^{-3} (Kh) 10^{-5} (Kv)	10^{-5} m^{-1} (Ss)	12.1% – 26% (porosity)	1% (Sy) 10^{-4} m^{-1} (Ss)	0.5% (Sy)
Upper Boorthanna Formation	$2.6 \times 10^{-5} - 0.52$ (Sandstone)	1.25 (Kh) 0.125 (Kv)	4.3×10^{-7}	0.2 (Kh) 0.02 (Kv)	0.1 - 1 (Kh) $5 \times 10^{-7} - 2 \times 10^{-3}$ (Kv)	10^{-5} m^{-1} (Ss)	20.1% (porosity)	5% (Sy) 10^{-4} m^{-1} (Ss)	5% (Sy)
Lower Boorthanna Formation					0.07 - 1 (Kh) $5 \times 10^{-5} - 2 \times 10^{-3}$ (Kv)	10^{-5} m^{-1} (Ss)		5% (Sy)	
Basement	-	0.3 (Kh) 5×10^{-4} (Kv)	-	10^{-6} (Kh) 10^{-7} (Kv)	10^{-3} (Kh) 10^{-4} (Kv)	10^{-5} m^{-1} (Ss)	-	1% (Sy) 10^{-6} m^{-1} (Ss)	1% (Sy)

Note: Kh = horizontal hydraulic conductivity; Kv = vertical hydraulic conductivity; PH = Prominent Hill; Ss = Specific storage; Sy = specific yield
m/d = metres per day

2.4.4 Groundwater levels and flow

i Spatial analysis

SKM (2009) inferred the pre-mining groundwater elevations and flow directions in the Eromanga Basin and Arckaringa Basin. These are reproduced with some minor updates in Figure 2.8 and Figure 2.9 respectively, and show:

- Eromanga Basin: groundwater flow direction is broadly from west to east/north-east.
- Arckaringa Basin: groundwater flow direction is also generally from west to east, with a groundwater high inferred in the Prominent Hill mine area. SKM (2009) inferred groundwater flow diverging in the Aries borefield area, with a groundwater flow component towards the north-east (consistent with the overlying non-artesian Eromanga aquifer) and another component in a south-easterly direction towards the Stuart Shelf.

Measured groundwater levels at January 2020 show effects from mining activities, with mounding in the Eromanga Basin from tailings seepage and drawdown in the Arckaringa Basin from groundwater abstraction. Conceptual contours of groundwater elevations at January 2020 are presented in Figure 2.10 and Figure 2.11, and show:

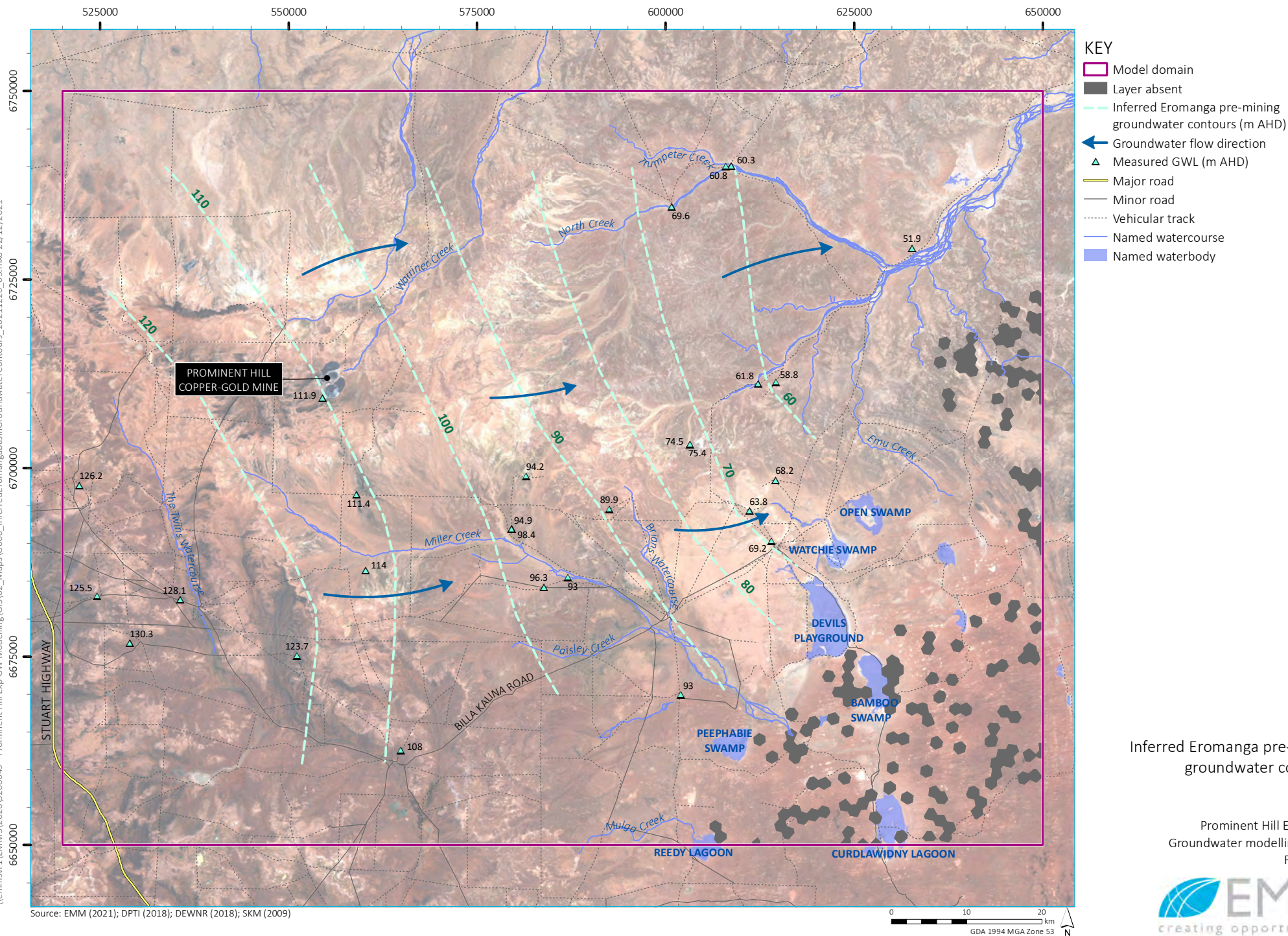
- Eromanga Basin: groundwater is largely unimpacted, with a localised mound in the vicinity of the TSF.
- Arckaringa Basin: a large area of drawdown is evident across the area of the Aries borefield, inducing inward radial groundwater flow from the surrounding aquifer.

ii Vertical gradients

Generally, there is a downward hydraulic gradient from the overlying Cadna-owie Formation to the Boorthanna Formation. This is observed through the inferred groundwater elevations across the model domain and hydrographs of observed groundwater levels/pressures. Since commencement of groundwater abstraction from the Aries borefield the potentiometric surface in the Boorthanna Formation has been drawn down, with typically little to no measured impact in the overlying Cadna-owie Formation. This has increased the pre-existing downward vertical gradient.

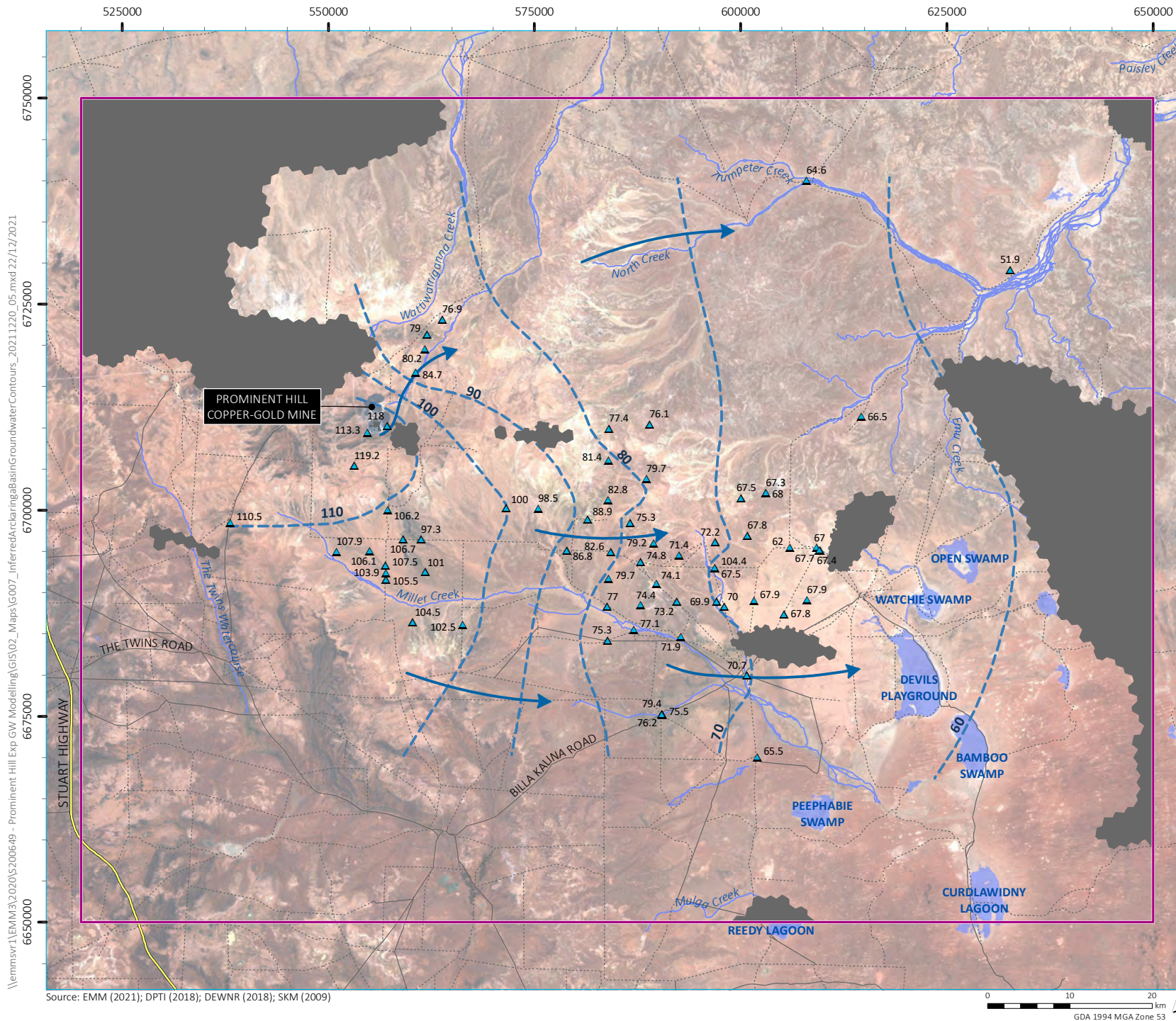
In the north-east corner of the model domain the Bulldog Shale, which acts as a confining unit further to the east, thins and pinches out. This allows artesian groundwater in the Cadna-owie Formation flowing from the north-east to discharge to ground surface at the GAB springs.

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Inferred Eromanga pre-mining groundwater contours

Prominent Hill Expansion
Groundwater modelling report
Figure 2.8

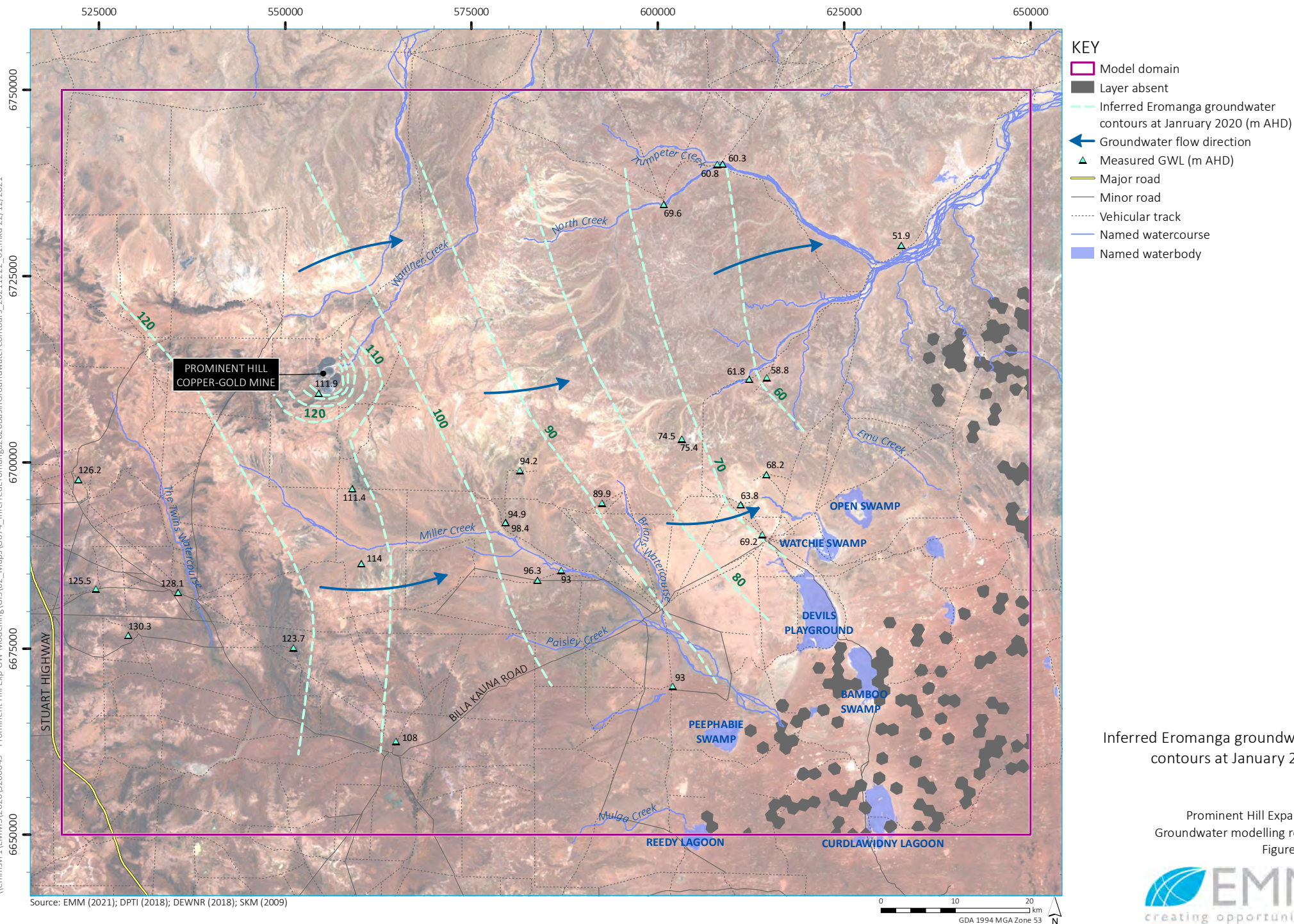


- KEY**
- Model domain
 - Layer absent
 - Inferred Arckaringa pre-mining groundwater contours (m AHD)
 - ← Groundwater flow direction
 - ▲ Measured GWL (m AHD)
 - Major road
 - Minor road
 - Vehicular track
 - Named watercourse
 - Named waterbody

Inferred Arckaringa pre-mining groundwater contours

Prominent Hill Expansion
Groundwater modelling report
Figure 2.9

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Inferred Eromanga groundwater contours at January 2020

Prominent Hill Expansion
Groundwater modelling report
Figure 2.10

iii Recharge and discharge

The following provides a brief summary of recharge and discharge processes of the Cadna-owie Formation and Boorthanna Formation:

- Cadna-owie Formation: Recharge is inferred to occur in the south and south-west of the model domain area, along creek lines and freshwater swamps near Millers Creek. Groundwater discharge is inferred to occur via upward leakage to salt pans and salinas in the east. Localised groundwater discharge also occurs via pumping from pastoral bores/pumping bores.
- Boorthanna Formation: Recharge is inferred to mainly occur west of the model domain area. Minor/localised recharge is inferred to occur where the Boorthanna Formation is closer to ground surface and where the Stuart Range Formation is thin or absent (eg Millers Creek area). Purczel (2015) also reports infiltration of rainfall in higher elevation areas (eg along the Davenport Ranges) as a recharge source to Permian aquifers. Regional groundwater discharge is inferred to occur to the Stuart Shelf aquifers in the south-east. Groundwater discharge is also inferred at salt pans and salinas via upward leakage through the Eromanga Basin units. Localised groundwater discharge also occurs via pumping from mine water supply and pastoral bores.

SKM (2009) and ELA (2017) infer the GAB springs in the north-east of the model domain are mainly driven by groundwater flow from the wider artesian Eromanga (GAB) aquifers (from the north-east) rather than the non-artesian Eromanga aquifer.

2.4.5 Receptors

The main groundwater receptors in the Prominent Hill area are wells or bores used for pastoral water supplies and GAB springs in the north-east of the model domain. The locations of these are presented in Figure 2.7. Also displayed are other potential groundwater dependent ecosystems (GDEs) mapped in the Groundwater Dependent Ecosystems Atlas (BoM 2021).

As discussed in previous sections, pastoral bores are mostly installed in the shallower Cadna-owie Formation where sufficiently saturated; and the GAB springs are thought to be discharge locations for the artesian Eromanga (GAB) aquifers in the north-east. Some pastoral bores are installed within the Boorthanna Formation.

2.4.6 Groundwater response to mining and pumping

i Aries borefield

As discussed above, groundwater abstraction from the Aries borefield commenced in 2008, and by early 2009 the pumping rate from the borefield significantly increased to meet raw water demands associated with commissioning of the process plant. Since 2009, the monthly average pumping rate has ranged from 16 to 19 ML/d. Monthly average groundwater abstraction from the borefield is presented in Figure 2.12. Groundwater level monitoring data indicate (ELA 2017):

- limited groundwater level response (drawdown) in the overlying Cadna-owie Formation due to pumping from the deeper Boorthanna aquifer; and
- groundwater levels have stabilised within the Boorthanna aquifer, possibly due to leakage from the overlying Stuart Range Formation.

Figure 2.14 presents groundwater level monitoring data from selected bores that illustrates the lack of groundwater level response in the Cadna-owie Formation due to pumping in the Boorthanna aquifer.

ii Virgo borefield

As discussed above, pumping from production bores in the Virgo borefield was gradually commissioned between September 2006 and March 2007. Operation of the Virgo borefield ceased in 2014. Monthly average groundwater abstraction rate from the borefield is presented in Figure 2.13, along with production from other minor borefields. Groundwater level monitoring data indicate (ELA 2017):

- large drawdowns greater than 40 m occurred within the borefield area, thought to be related to limited lateral extent of the Boorthanna aquifer in the Virgo borefield area;
- groundwater elevations appeared to stabilise approximately one month after commissioning, potentially in response to leakage from confining units; and
- groundwater level response (drawdown) in the overlying Cadna-owie Formation due to pumping from the deeper Boorthanna aquifer was not observed.

Figure 2.14 presents groundwater level monitoring data from selected bores that illustrate the lack of groundwater level response in the Cadna-owie Formation due to pumping in the Boorthanna aquifer.

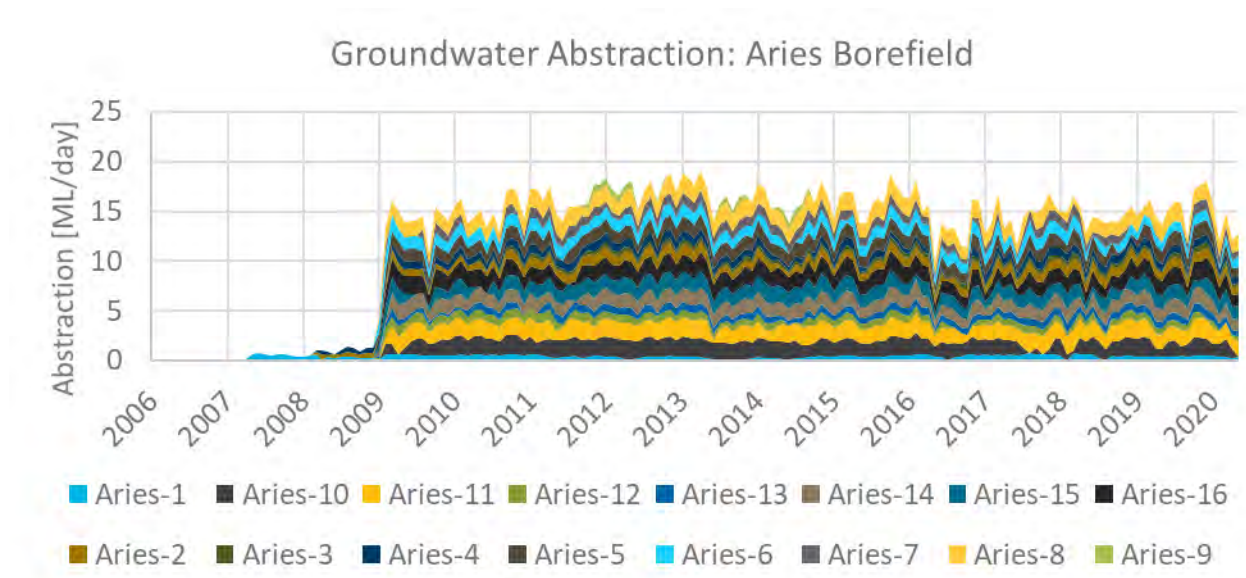


Figure 2.12 Aries borefield average monthly groundwater abstraction rate

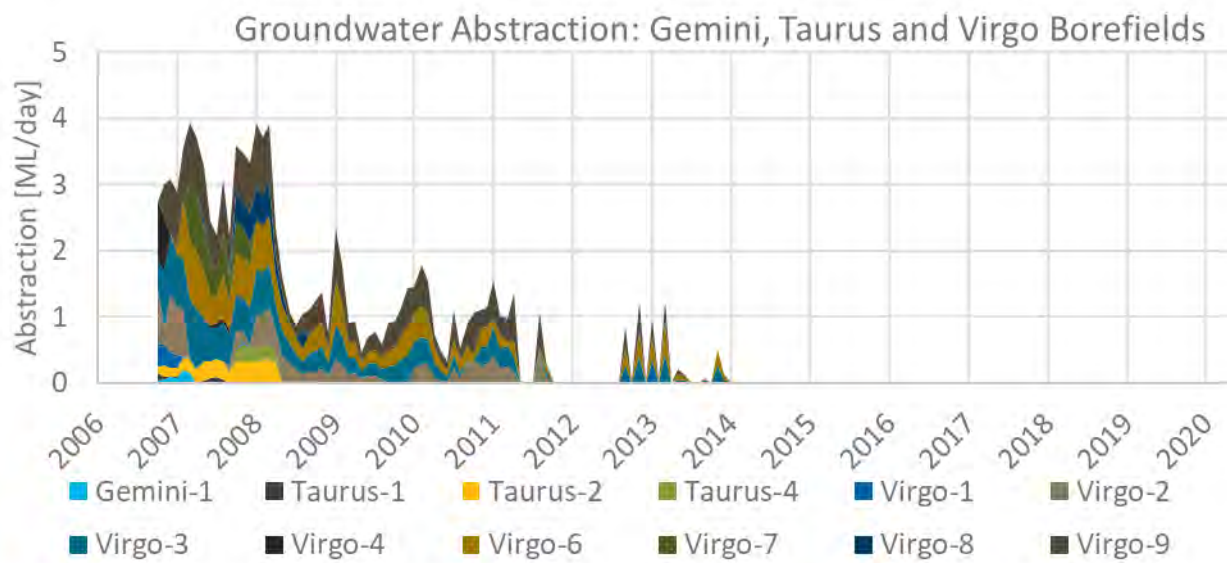


Figure 2.13 Gemini, Taurus and Virgo borefield average monthly groundwater abstraction rate

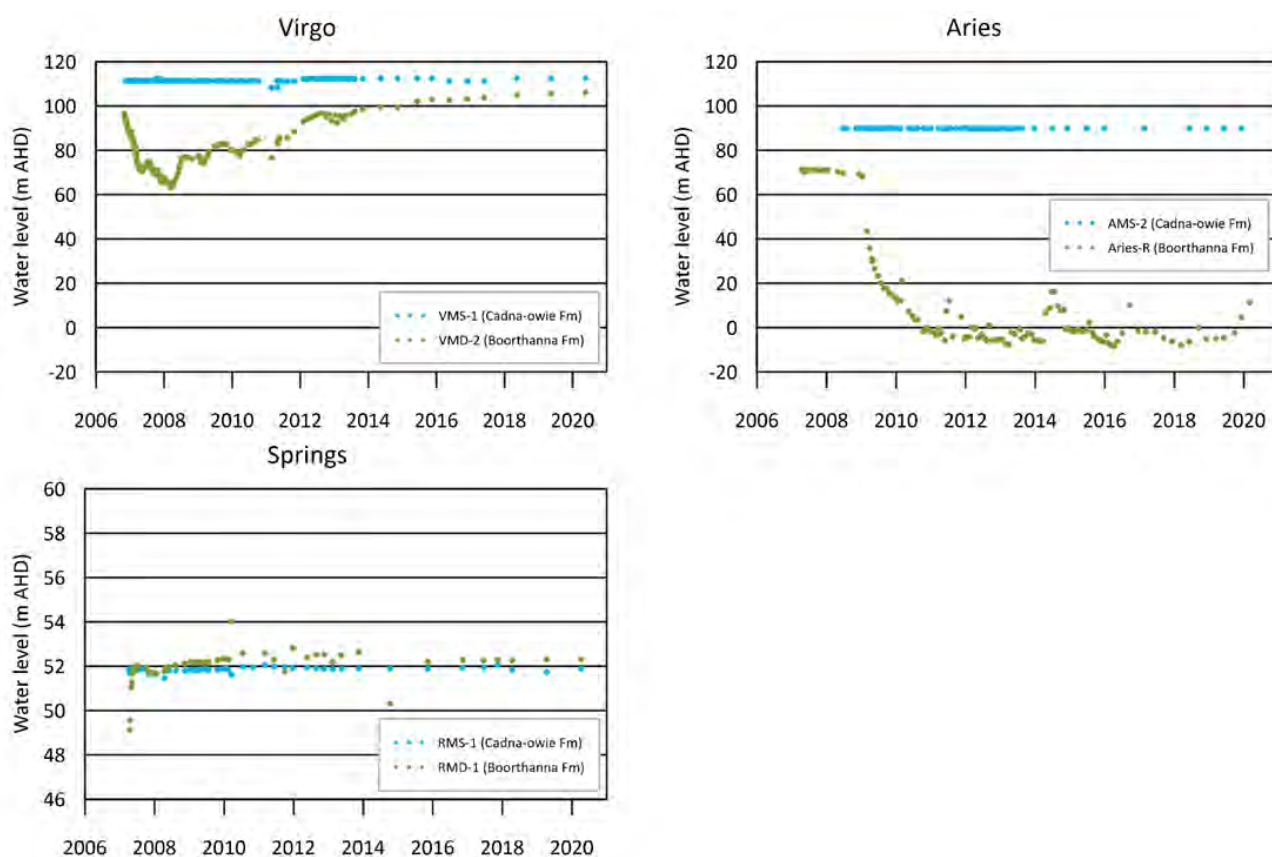


Figure 2.14 Selected groundwater level monitoring data

iii Mining area, including TSF

Prior to construction and operation of the Prominent Hill mine, the watertable in the mine area occurred at an elevation of around 110 to 120 metres Australian Height Datum (mAHD), approximately 100 m below the ground surface elevation of approximately 210 mAHD. Consequently, the Cadna-owie Formation was only partially saturated. As tailings deposition commenced, seepage from the tailings resulted in a localised perched watertable mound within the Bulldog Shale, and underlying units, with the watertable rising on the order of 100 m to over 200 mAHD in the vicinity of the TSF. Following the collapse of the south wall in early 2013, to which groundwater mounding in the Bulldog Shale was considered a contributing factor, a series of wick drains was installed. These connect the Bulldog Shale to the underlying Cadna-owie Formation with the aim of allowing water to drain out of the Bulldog Shale more freely, and thus reduce the hydraulic pressure on the unit. Additional shallow dewatering (vertical and horizontal) bores were installed in and around the TSF for further seepage management and pressure reduction.

Within the open cut and underground mining operations, the watertable and basement potentiometric surface have been lowered to the base of excavations. The mine does not employ a network of dewatering bores, requiring only pumping of water from sumps that collect minor groundwater inflows, and direct rainfall and runoff following rainfall events. Given the basement high at the mine site, and its associated low hydraulic conductivity, drawdown from the excavation of mine voids does not propagate far into the surrounding groundwater system.

iv Regional groundwater level response

The following provides a summary of the regional groundwater level response to water affecting activities associated with the Prominent Hill mine, as observed in groundwater monitoring data (ELA 2017):

- groundwater level drawdown has not been observed at compliance monitoring bores installed to monitor for potential drawdown at the GAB spring locations (see Figure 2.14); and
- groundwater level drawdown has been observed at some pastoral bores in the Boorthanna Formation, likely due to operation of the Aries borefield. Where the drawdown has affected supply reliability, OZL has either drilled replacement bores or aided the relevant station owners with piping infrastructure and/or updates to surface water storage facilities.

2.5 Conceptual hydrogeological model

Figure 2.15 presents a graphical representation of the conceptual hydrogeological model, originally developed by SKM (2009), which describes the main processes outlined in the preceding sections. The conceptual model shows the basement high in the vicinity of the mine, vertically expansive Boorthanna Formation to the south and east, and the edge of the Arckaringa Basin in the east. Groundwater flow is primarily towards the east, with downward hydraulic gradients resulting from diffuse surficial recharge. Upward gradients exist from the artesian Eromanga Basin in the east, with discharge to surface at localised GAB springs where the confining Bulldog Shale thins and pinches out.

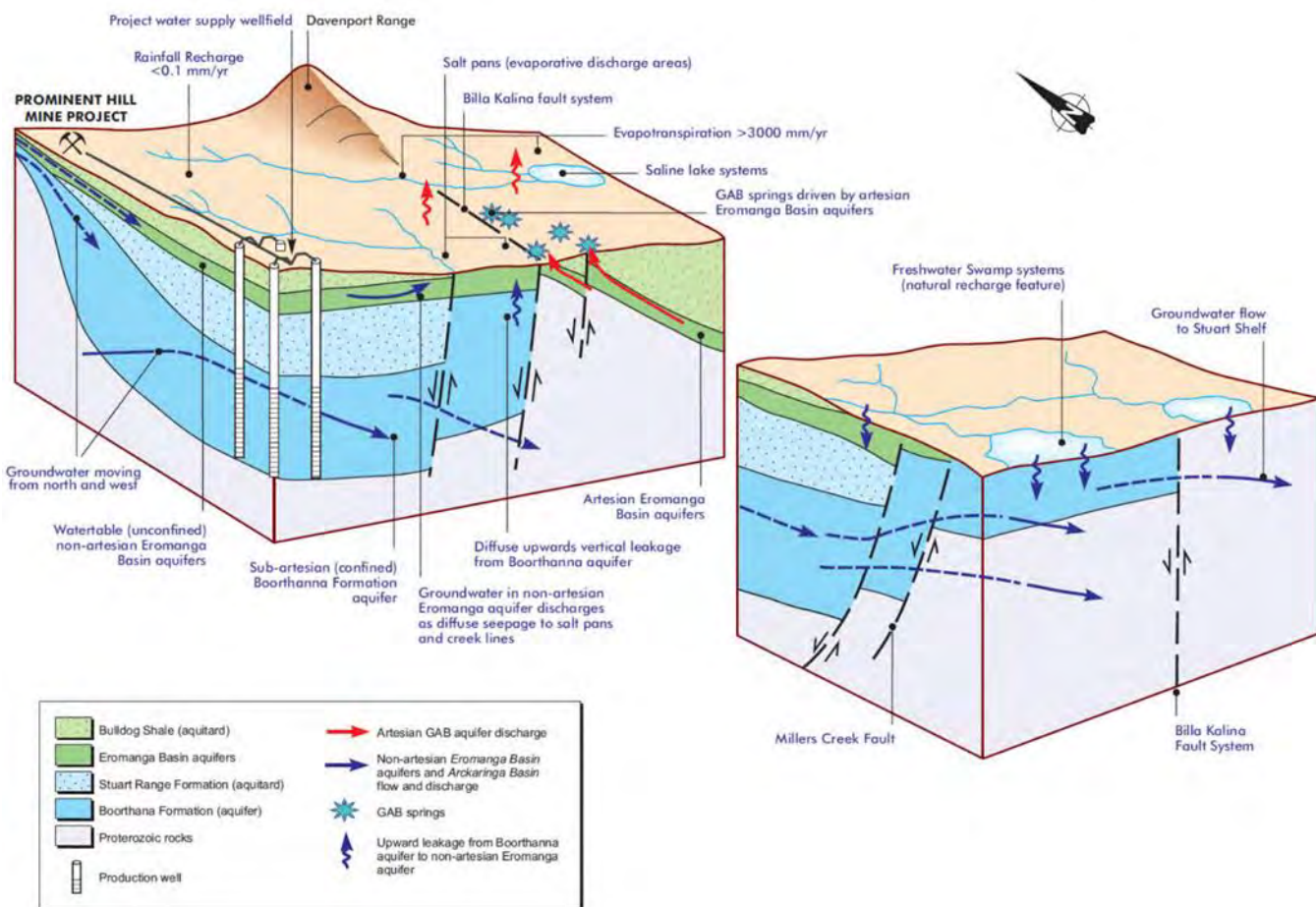


Figure 2.15 Conceptual hydrogeological model (SKM 2009)

3 Model design

3.1 Software

The numerical groundwater flow model was developed using MODFLOW-USG version 1.7 (Panday et al 2017). This modelling code contains additional capabilities over previous releases of MODFLOW, utilising a control volume finite difference formulation in which a model cell can be connected to an arbitrary number of other cells. The formulation allows for the development of an unstructured, highly refined model mesh over areas of interest without influencing the regional mesh refinement. In addition, MODFLOW-USG contains an optional Newton-Raphson formulation which improves model stability for processes involving the drying and rewetting of model cells, and this functionality is used.

The Groundwater Vistas 7 (ESI 2017) graphical user interface (GUI) was used to build and run the model, and to conduct some components of post-processing of simulation results.

3.2 Equivalent porous medium

The model was designed using an equivalent porous medium (EPM) approach for each HSU. This approach is commonly used in regional groundwater modelling of fractured rock hydrogeological environments. The EPM method assigns bulk hydraulic properties for an HSU and treats the rock matrix and any fracture associated networks as if they were a single porosity medium such as a granular aquifer (Anderson and Woessner 1991). This approach was adopted for the following reasons:

- in order to simulate regional-scale groundwater impacts a simplified modelling approach was needed; and
- dual porosity and discrete fracture network models require significant detail on fracture/joint orientations, spacing and aperture, which were not available for the geology in the model domain.

It is noted that the EPM approach is appropriate for a regional groundwater model, though potentially at the expense of small-scale prediction accuracy by not capturing the detail of local fracture network properties.

3.3 Domain and spatial discretisation

To aid comparison of model predictions from previous evolutions of the Prominent Hill regional groundwater model with those of the new PH6.0 model, the model domain of the previous regional model was adopted. The domain covers an area of 130 km east to west by 100 km north to south, with the mine located in the north-west quadrant, approximately 35 km from the western boundary and 38 km from the northern boundary. The domain extends far enough to the east to encompass identified locations of groundwater discharge to surface, believed to be fed via the GAB. The domain is adequately large enough to:

- encompass all mine-related water affecting features, including mine excavations, the TSF and current and historical water supply borefields;
- encompass all of the identified receptors that have the potential to be affected by PHOX; and
- include model boundary conditions such that regional flow directions can be simulated.

3.3.1 Mesh

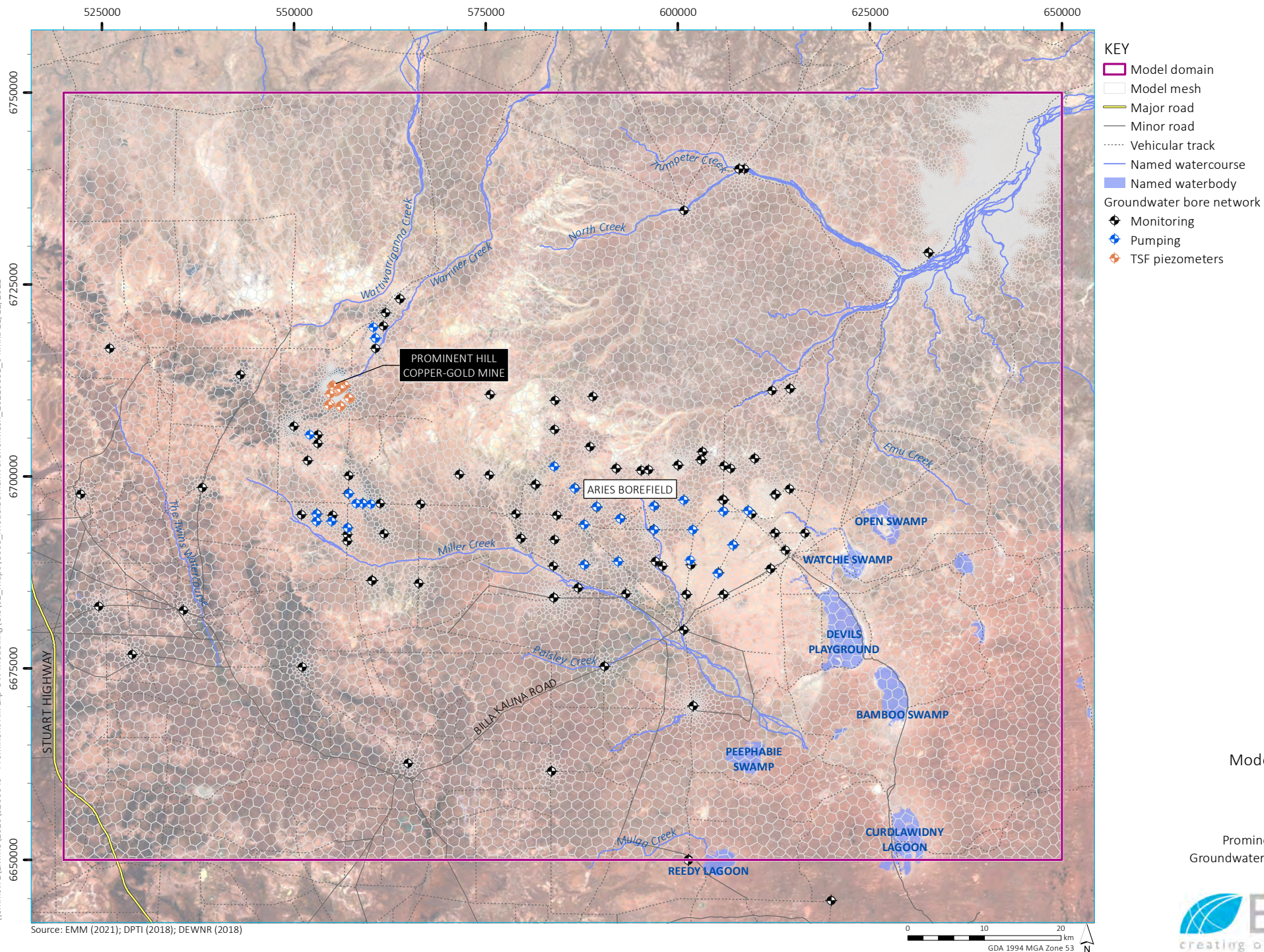
An unstructured Voronoi polygon mesh is employed to discretise the model domain, developed using AlgoMesh software to incorporate spatial detail at relevant features. This meshing method is numerically efficient and can handle complex geometries. A Voronoi polygon cell is based on a triangle-generated mesh where normally six triangular cells can be combined into one Voronoi cell, thus significantly reducing the number of model cell elements, while providing the flexibility to represent the geometry of irregular features in the mesh. The ability to implement spatial refinement at areas of interest only (without refinement propagating across the whole domain as in older versions of MODFLOW) allows simulation of mine scale details in a regional scale model while keeping the number of model cells relatively low. The Voronoi mesh was generated using a 'high' quality setting, resulting in approximately 60,500 Voronoi cells per model layer.

The model mesh employs a maximum regional cell size of approximately 1,500 m across, reducing to smaller cells in areas of interest as follows:

- production and monitoring bores: 5 m;
- open cut mining area: 50 m;
- underground mining area: 20 m;
- TSF: 120 m; and
- surface water features (drainage lines, floodplain and GAB springs) in the north-east of the model domain: 200 m.

The model mesh, presented in Figure 3.1 (regional mesh) and Figure 3.2 (local mesh at mine site), contains all pertinent geologic, topographic, hydrologic, and proposed engineered water management features. These features were imported into AlgoMesh as separate layers from various ESRI shapefiles (points, polygons, polylines), resulting in the generated model mesh. Structural features, as discussed in Section 2.3.1, were not used in mesh development. However, model layer elevations made use of surfaces from the Arckaringa Basin numerical groundwater model (Purczel 2015), which did not explicitly represent discrete structural features in the PH6.0 model domain.

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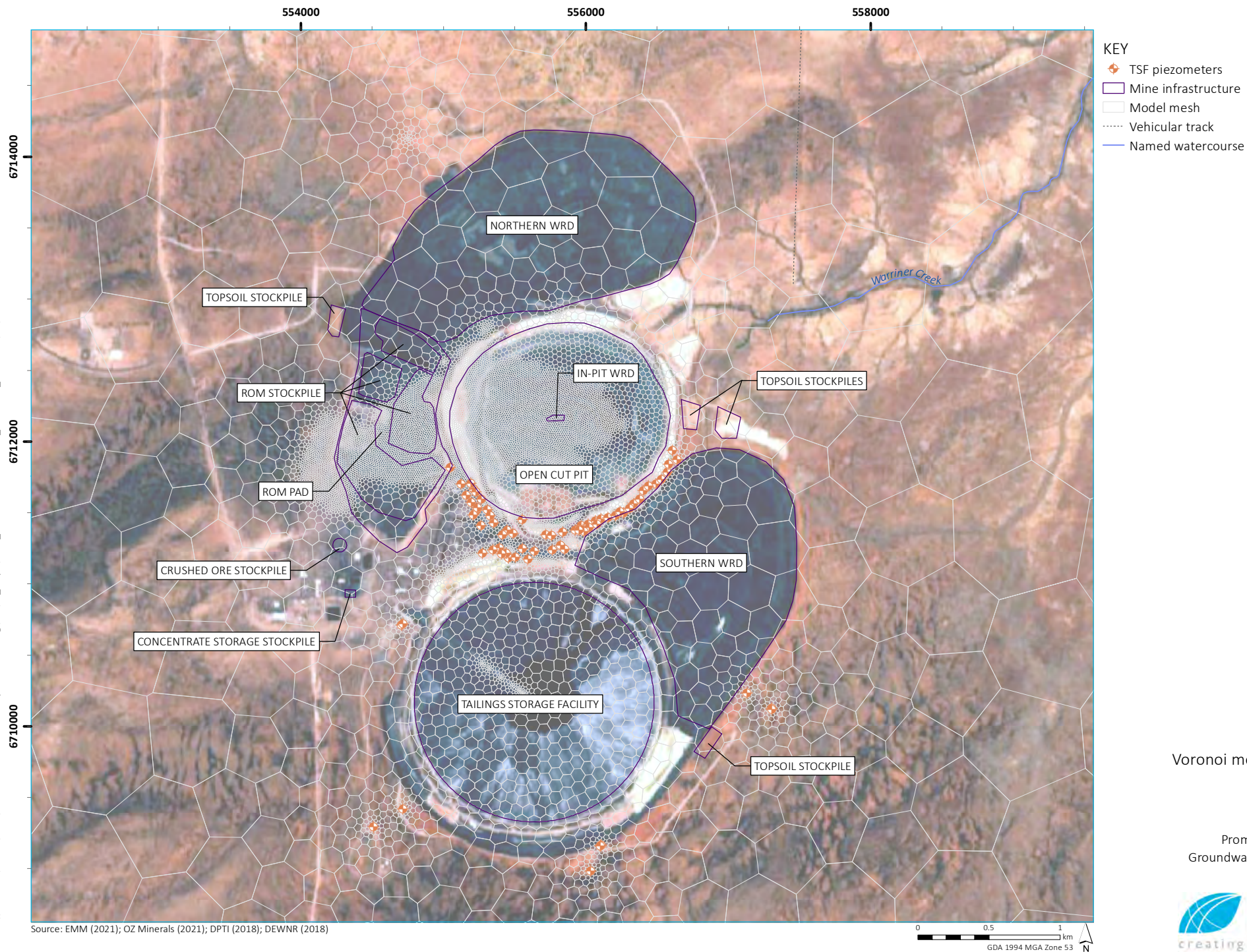


Model domain and
Voronoi mesh

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Figure 3.1



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Voronoi mesh in mine area

3.3.2 Layers

The HSUs in the study area have been described in Section 2.4 and Table 2.2.

Based on the objectives listed in Section 1.3 and the conceptual hydrogeological understanding, a minimum of six layers are required to represent the key HSUs in the model domain during steady-state pre-mining conditions.

Surfaces for the top/bottom of the key regional HSUs were developed using drill hole data (sourced from OZL) and previously published HSU elevation surfaces from the Arckaringa Basin numerical groundwater model (Purczel 2015). Initially datasets from the Department for Environment and Water's ongoing Far North groundwater model (summarised by Keppel et al 2019) were sourced and investigated, but in their current state did not provide continuous surfaces that could be incorporated into the current PH6.0 model build. Consequently, HSU elevation data from the Arckaringa Basin model were used to define layer elevations regionally, interpolated to match borehole data within 1 km of bores. The top of the model is set as topography and the base of the model is set at a uniform elevation of -1,300 mAHD; sufficiently deep below the base of mining (within the basement) to allow for regional groundwater flow below the base of the mine.

Table 3.1 lists the HSUs, groundwater model layers and associated mine infrastructure in each layer.

Table 3.1 **Model layer summary**

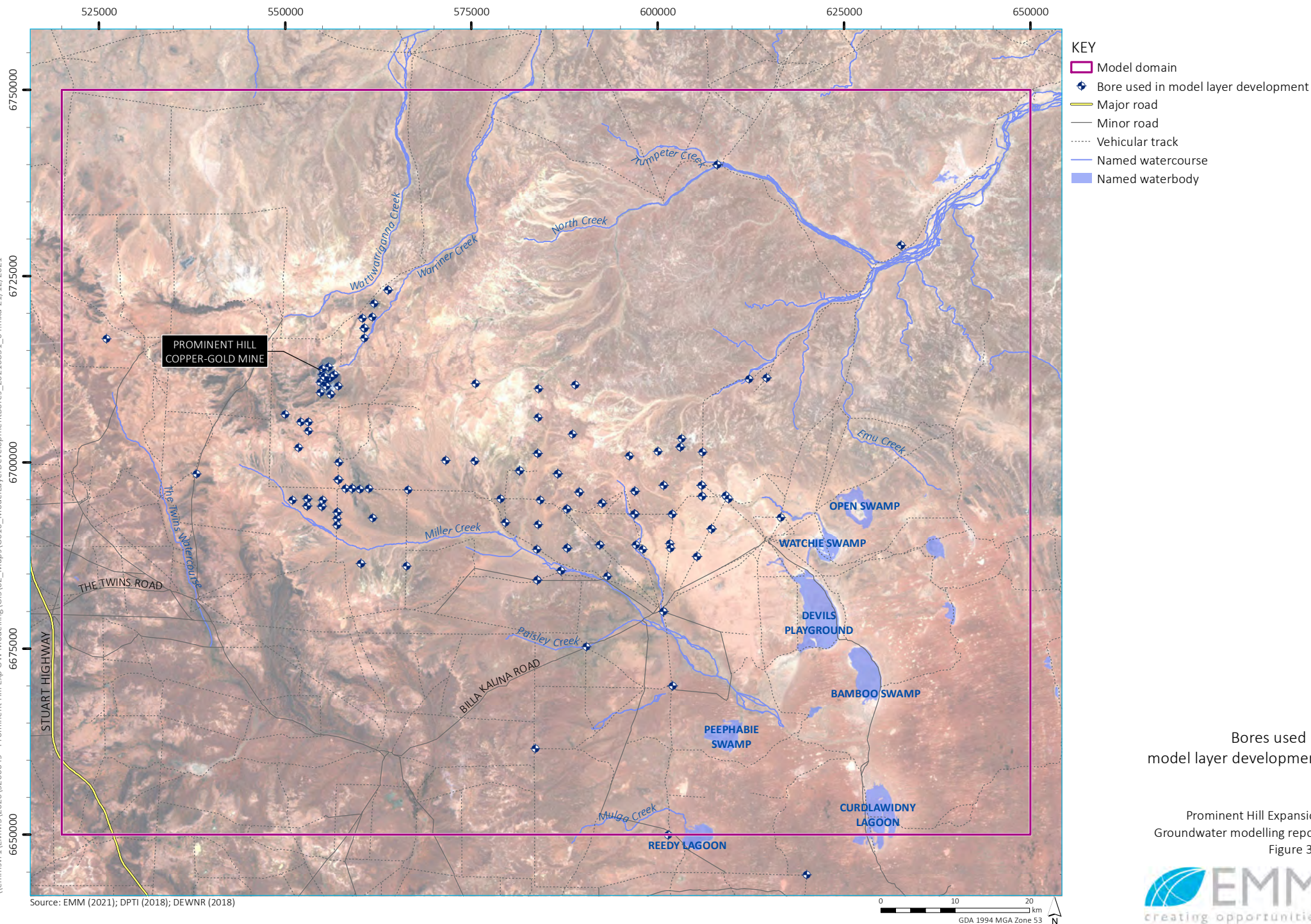
HSU name	Groundwater model layer	Mine infrastructure
Bulldog Shale	Layer 1 – aquitard	Open cut pit, TSF
Cadna-owie Formation	Layer 2 – aquifer	Open cut pit
Stuart Range Formation	Layer 3 – aquitard	Open cut pit
Upper Boorthanna Formation	Layer 4 – aquifer	Open cut pit
Lower Boorthanna Formation	Layer 5 – aquifer	Open cut pit
Basement	Layers 6 to 33 – aquitard/aquiclude	Open cut pit, underground mine development

MODFLOW-USG allows groundwater model layers to pinch out and be deactivated or have layers subdivided to provide further detail where needed. Regionally, layers can be combined to reduce the total number of model cells and improve computational efficiency. Within 5 km of the mine, the basement is split into model layers of 50 m thickness to allow simulation of discrete mine development features with depth, resulting in a total of 33 model layers. Regionally, the basement is simulated with one model layer.

The bores used in model layer development are presented in Figure 3.3, and the top elevations of each model layer, with the exception of the flat localised layers around the mine, are presented in Figure 3.4 to Figure 3.8.

Three-dimensional visualisations of the model layering at cross sections aligned with the Aries borefield and the mine are presented in Figure 3.9. These compare the layers in the existing PH5.8 model with the new PH6.0 model, which makes use of additional data not available when the previous model layers were constructed.

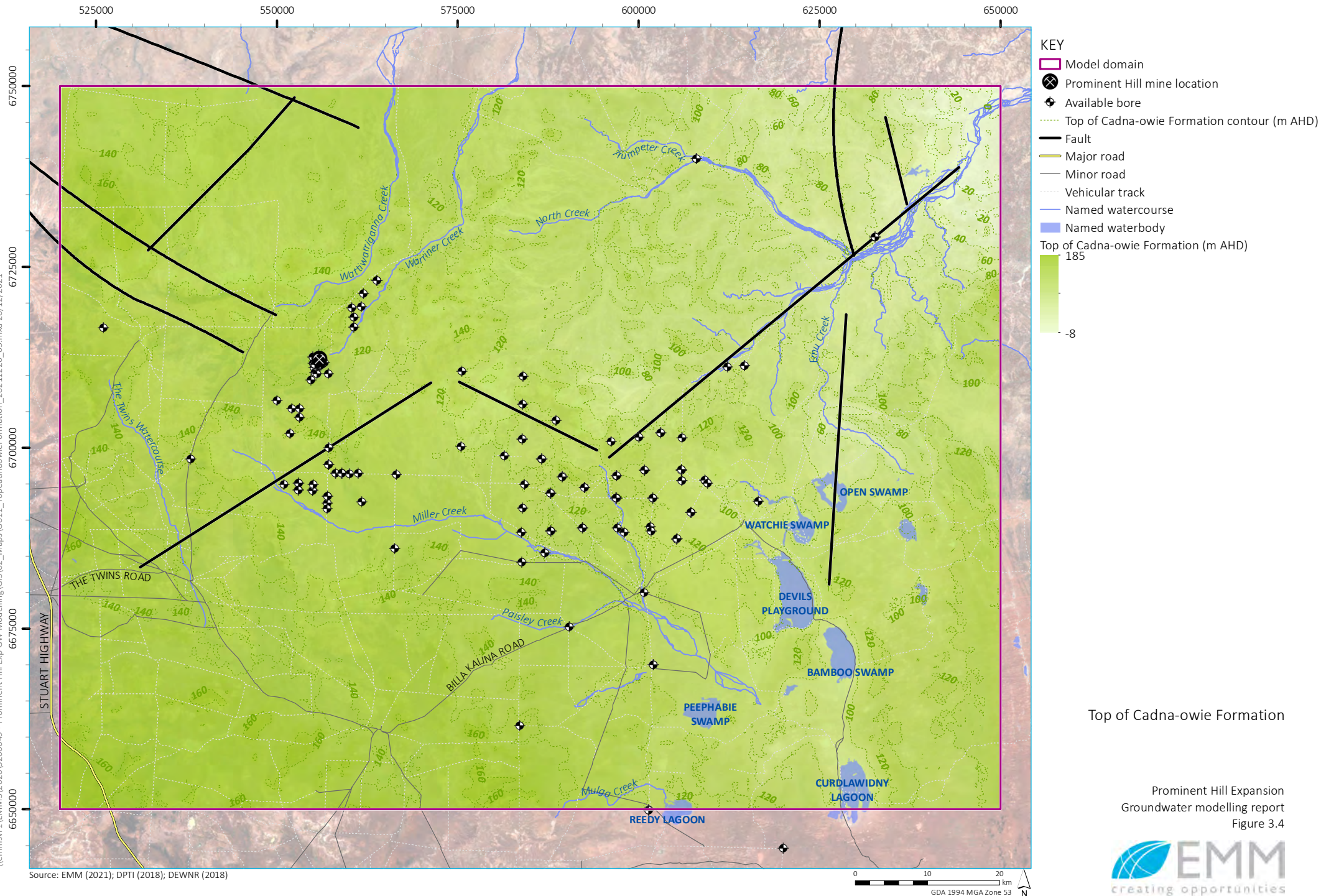
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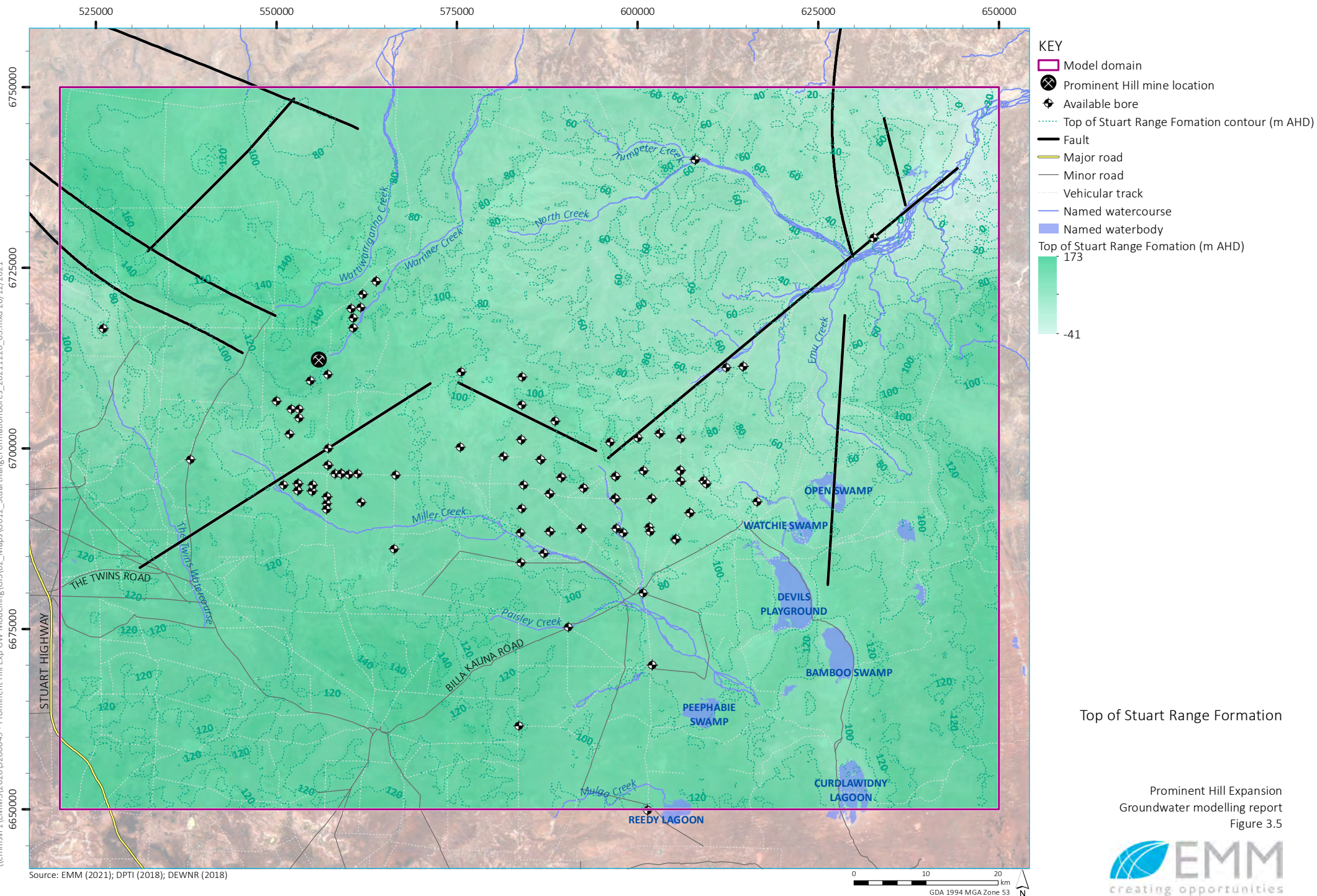
Bores used in
model layer development

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Figure 3.3

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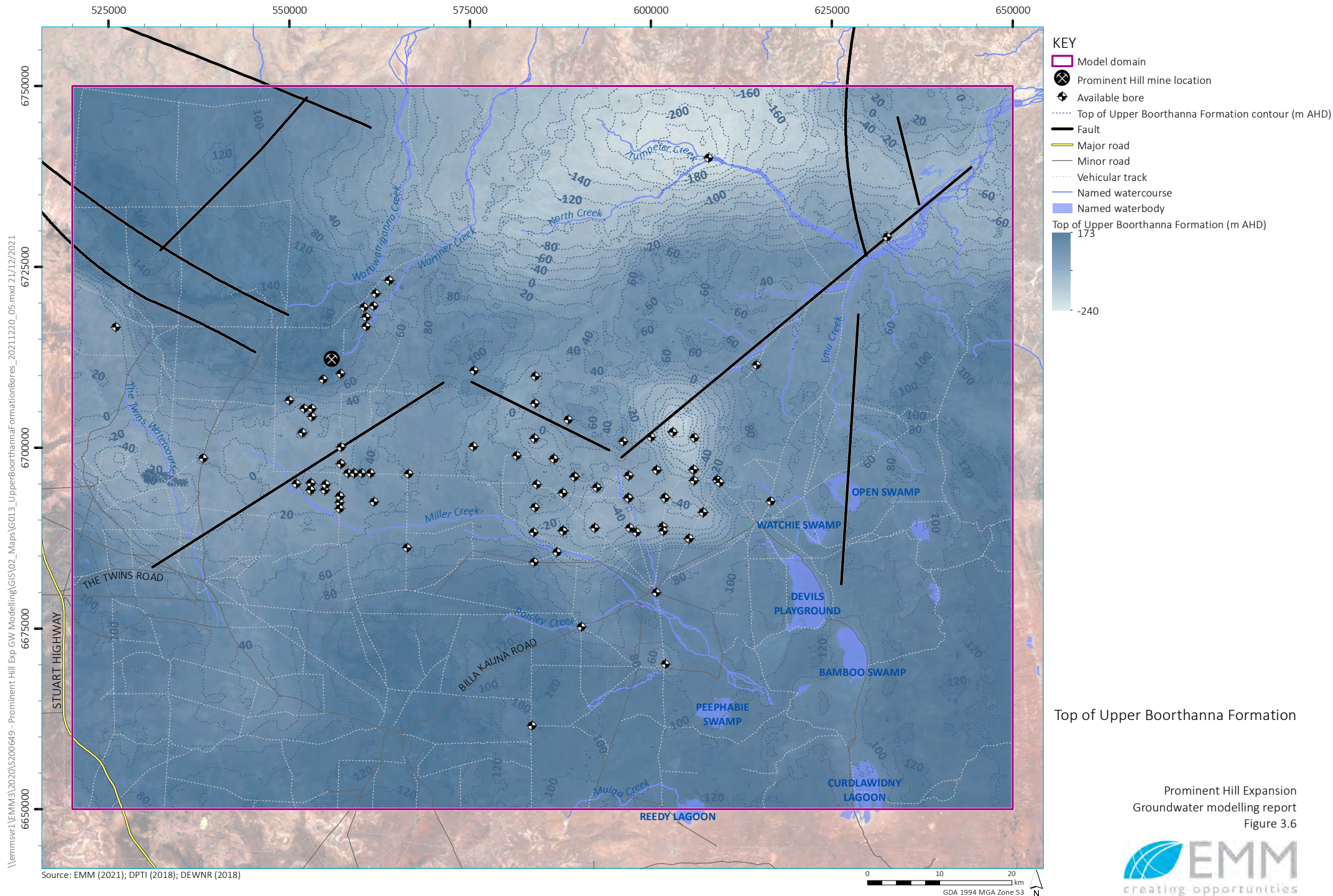


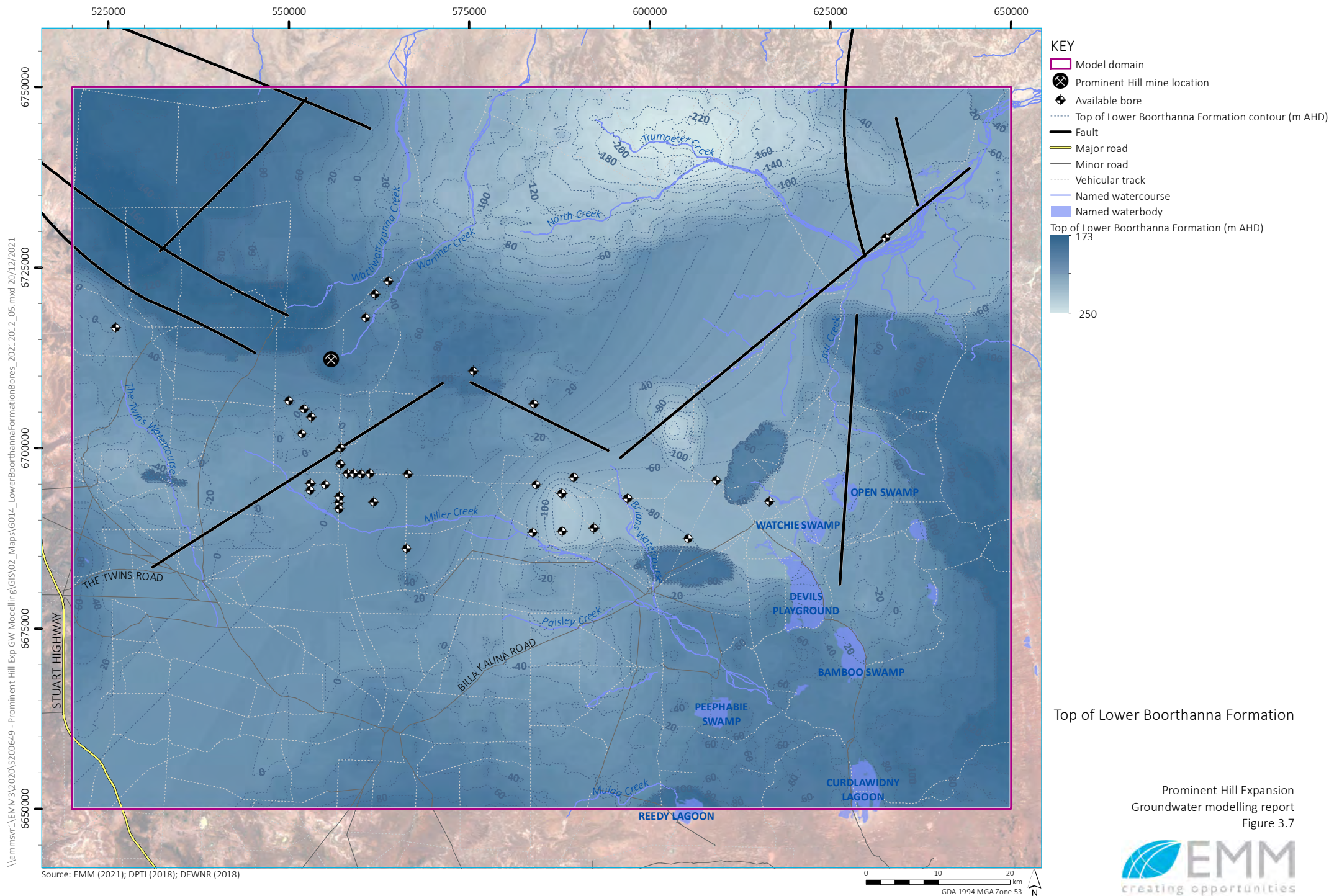
Source: EMM (2021); DPTI (2018); DEWNR (2018)

Top of Stuart Range Formation

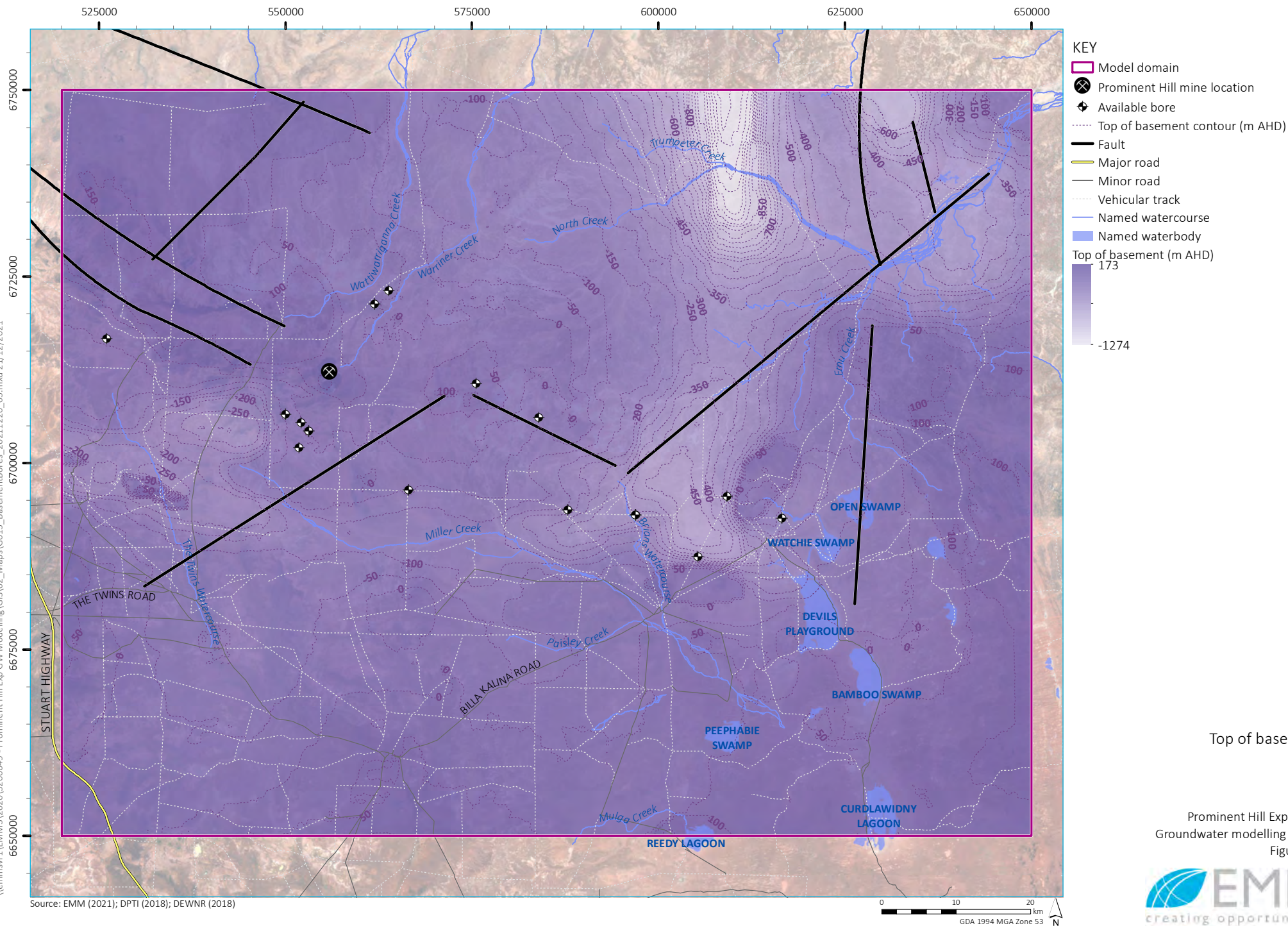
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Figure 3.5







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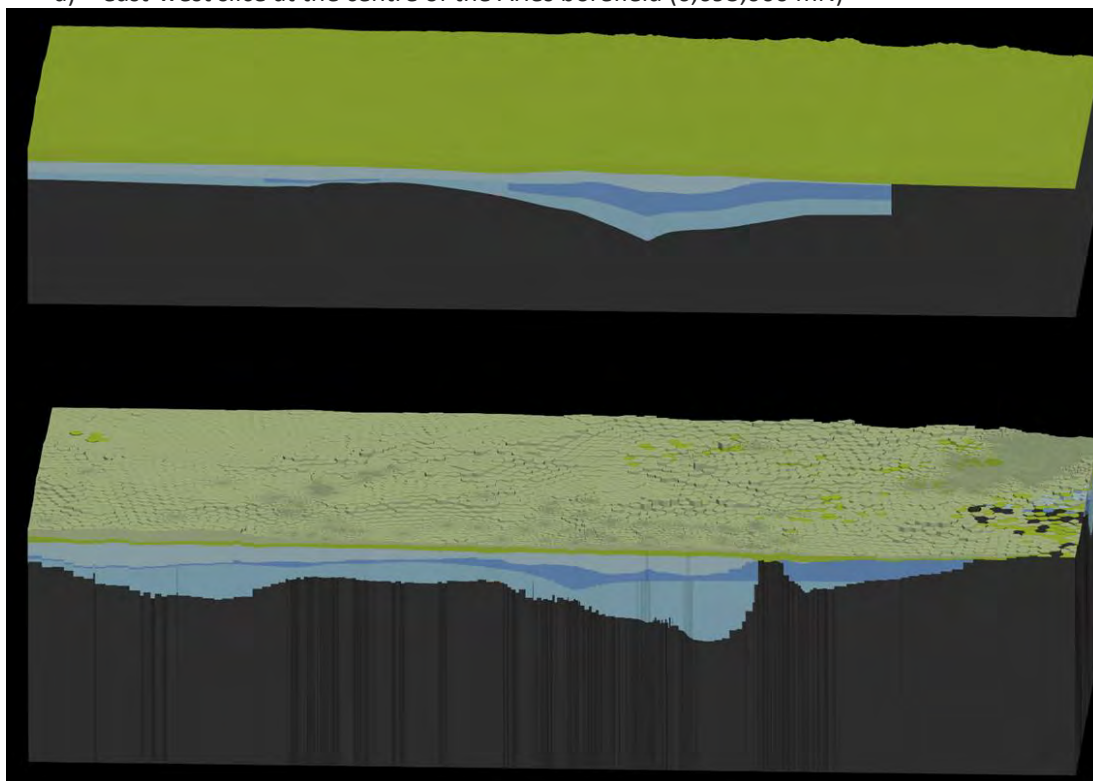


Top of basement

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Figure 3.8



a) east-west slice at the centre of the Aries borefield (6,693,000 mN)



b) east-west slice at the mine (6,712,000 mN)

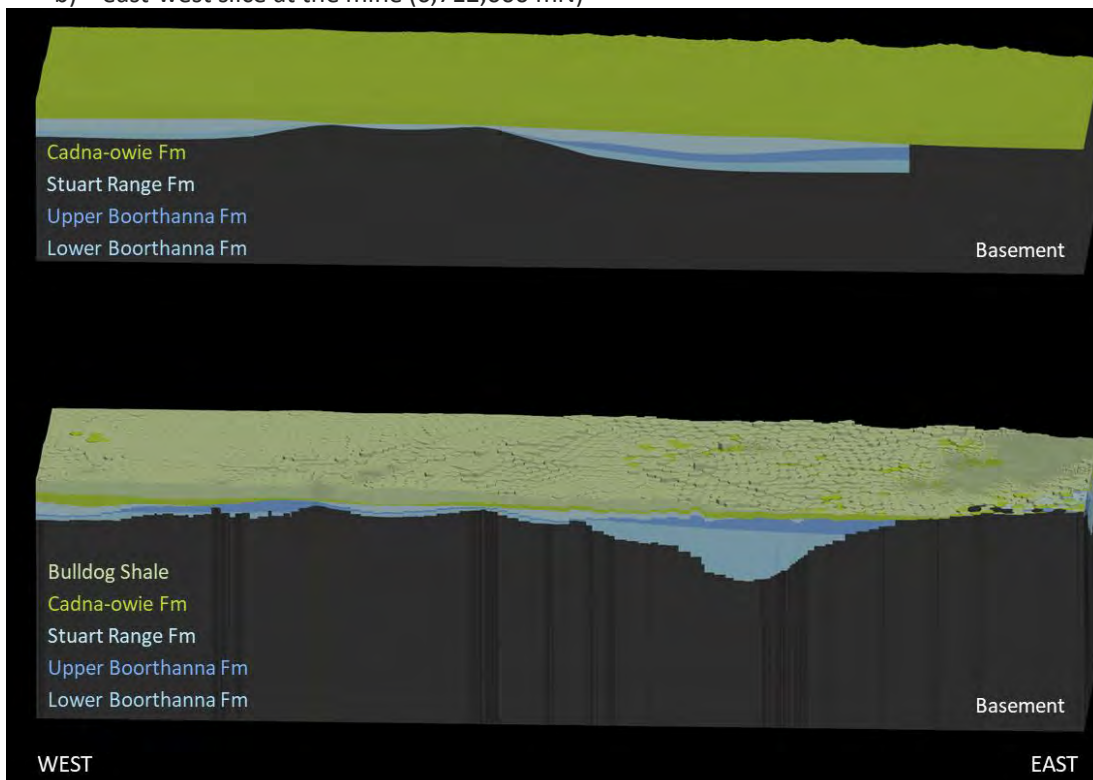


Figure 3.9 3-D visualisation of PH5.8 (top) and PH6.0 (bottom) hydrostratigraphy

3.4 Temporal discretisation and numerical solver

The history-matching model employs two initial stress periods; one transient stress period run to pseudo-steady state for numerical stability, and one steady state stress period to establish stable pre-mining groundwater conditions. Following the steady state stress period, 171 monthly stress periods are employed over the history-matching period from 1 October 2006 to 1 January 2021, followed by 10 or 18 yearly stress periods for predictive simulation of mining, depending on the mining scenario (refer Section 3.5.4). A subsequent final stress period simulates 1,000 years of post-mining recovery. A summary of the model stress periods is provided in Table 3.2. The adaptive time stepping feature of MODFLOW-USG is employed to efficiently discretise stress periods into timesteps such that a numerically stable solution is obtained. The SMS solver is employed to solve the differential equations with a head closure criterion (HCLOSE) of 0.5 m.

Table 3.2 **Model stress periods**

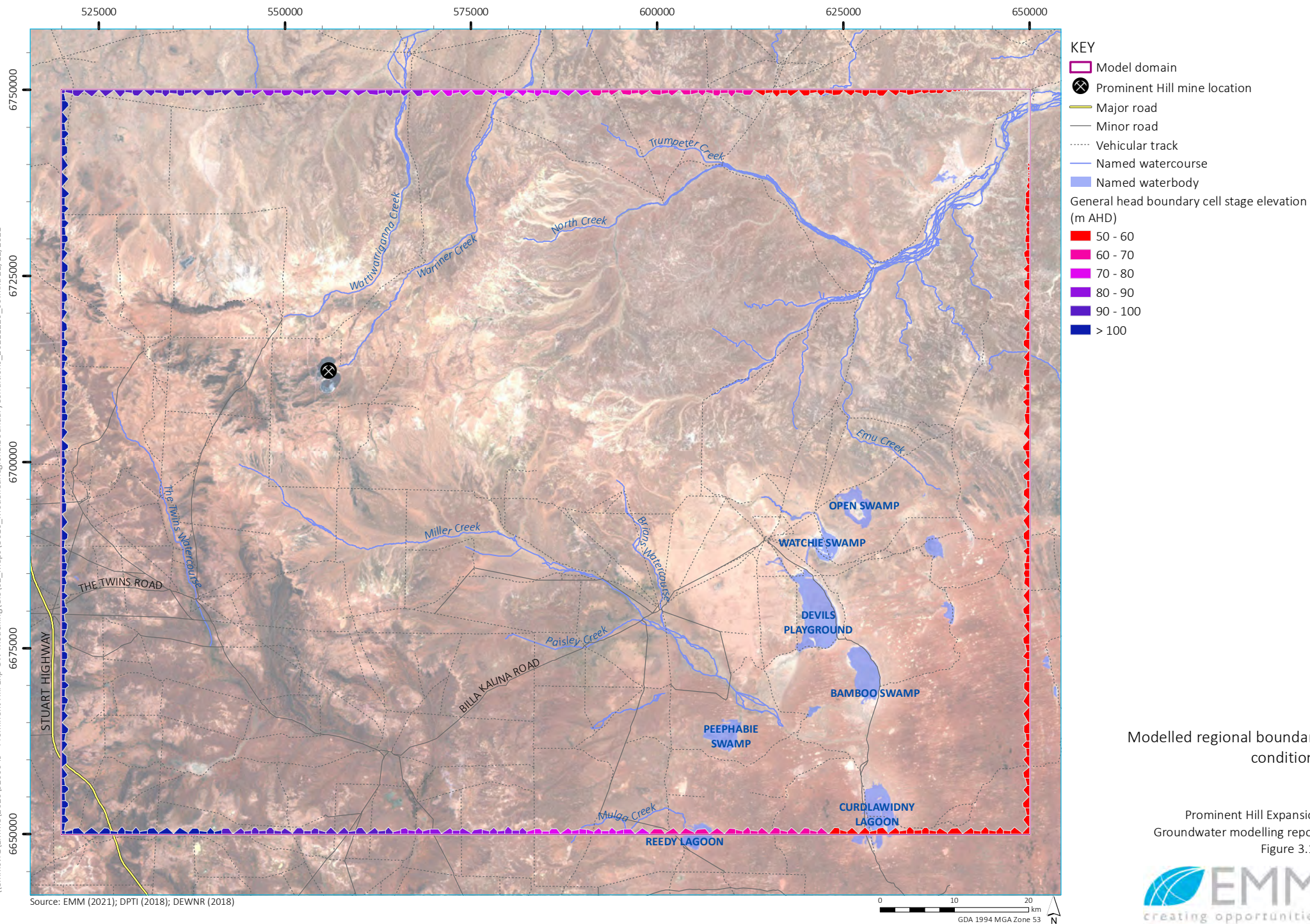
Stress period	Stress period duration	Description
1	100 years	Pseudo-steady state stress period run in transient mode to provide numerical stability when varying parameter values.
2	Steady state	Develops initial pre-mining conditions in response to modelled hydraulic parameters and boundary conditions.
3 to 173	Monthly	History-matching period, from 1 October 2006 to 1 January 2021.
174 to 183	Yearly	Represents the approved or PHOX mining activities from 1 January 2021 to 1 January 2031.
LOM scenario		
184	1,000 years	Represents 1,000 years of post-mine recovery
PHOX scenario		
184 to 191	Yearly	Represents the PHOX mining activities from 1 January 2031 to 1 January 2039, of which includes 2 years for post-closure water use.
192	1,000 years	Represents 1,000 years of post-mine recovery.

3.5 Boundary conditions

3.5.1 Regional groundwater flow

As discussed in Section 2.4.4, groundwater generally flows eastward through the model domain, intersecting groundwater flow from the GAB in the north-east. Groundwater is conceptualised to leave the model domain via the GAB springs in the north-east and via flow to the Stuart Shelf region through the south-eastern corner of the domain. General head boundary conditions (GHB package) are applied at the model boundaries in the Cadna-owie Formation and Boorthanna Formation aquifers to simulate lateral groundwater flow to and from the broader groundwater system. The hydraulic heads assigned to the general head boundary conditions are set to the inferred elevation of the potentiometric surfaces, shown in Section 2.4.4i, ranging from 110 mAHD in the western part of the domain to 50 mAHD in the north-eastern and south-eastern corners. By assigning general head boundary conditions around the model edge, not only at inferred locations of inflow or outflow prior to mining, the model is able to simulate changes to flows across the model boundary that may arise due to simulated mining activities, regardless of whether those locations are conceptualised as being inflow or outflow areas prior to mining. General head boundary conductance was assigned at the relatively high value of 100 m²/d, to allow for inflow and outflow to be limited by the aquifer hydraulic properties. The general head boundary conditions are presented in Figure 3.10.

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3.5.2 Recharge

Recharge from rainfall is represented with the MODFLOW recharge (RCH) package, applied at a constant rate of 0.1 mm/year directly to the watertable, consistent with PH5.8 (EMM 2020).

3.5.3 Evapotranspiration

The MODFLOW evapotranspiration (EVT) package is employed to represent evapotranspiration across the model domain. Maximum potential evapotranspiration is set at the annual average of 2,000 mm/year consistent with previous modelling. Based on the relatively sparse vegetation in the study area, and review of aerial photography, an extinction depth of 5 m has been applied across the model domain. This is consistent with Shah et al. (2007) for grass cover and silt/clay soil. Evapotranspiration is not applied to the open cut pit or TSF footprint during simulated mining.

i GAB springs

The GAB springs are not explicitly simulated in the model. The regional groundwater flow boundaries are set up to allow lateral inflow to the model domain from the GAB in the north-east, and the modelled topography and discontinuous nature of the overlying Bulldog Shale allow for near-surface expression of groundwater in the region of the GAB springs. In the context of the model, any changes in modelled groundwater elevation or evapotranspiration in the north-eastern part of the model domain during a simulation are considered to equate to a modelled impact on the GAB springs.

3.5.4 Mining activities

Four predictive scenarios were developed based on potential mining developments to allow for assessment of absolute and incremental impacts. The scenarios are detailed in Table 3.3. The differences between the scenarios include modelled groundwater abstraction (Section i), mine plan (Section ii) and duration of TSF operation (Section iii).

Table 3.3 Predictive model scenario summary

Prediction number	Summary	Mine plan	Abstraction from Aries borefield
1	LOM 20 ML/d abstraction	LOM, end January 2031	20 ML/d from January 2021 through end 2030
2	PHOX 20 ML/d abstraction	PHOX, end January 2039	20 ML/d from January 2021 through end 2038
3	LOM 10 ML/d abstraction	LOM, end January 2031	17 ML/d from January 2021 through end 2024, 10 ML/d from January 2025 through end 2030
4	PHOX 12 ML/d abstraction	PHOX, end January 2039	17 ML/d from January 2021 through end 2024, 12 ML/d from January 2025 through end 2038

i Production bores

The MODFLOW well (WEL) package is employed to simulate groundwater abstraction from production bores. Measured groundwater abstraction for each bore is averaged over the monthly stress periods in the history-matching period. For predictive scenarios prescribed operating rules are used to define which bores are used, depending on total groundwater demand, to optimise borefield operation. Modelled abstraction during the predictive scenarios is assigned at the conservative maximum rate of 20 ML/d for the full duration of mining, with pumping rate per bore detailed in Table 3.4. Any reduction in total abstraction would occur on a per-bore basis in

accordance with the decommissioning order, applied in the reduced abstraction model scenarios. The predictive abstraction rates for all scenarios are presented in Table 3.5.

History-matching and prediction pumping rates are presented in Figure 3.11 to Figure 3.13, showing the comparative rates between borefields and individual bores. Locations of the production bores used in the model are presented in Figure 3.14.

Depressurisation bores, located between the TSF and the pit, are also simulated using the WEL package, with rates based on measured abstraction. These rates are minor in comparison to groundwater abstraction from the Aries borefield and are not activated during predictive modelling (see Figure 3.11).

ii Mine voids

Groundwater removed from open cut and underground mine voids is simulated using the MODFLOW drain (DRN) package. This represents removal of any groundwater entrained in excavated material and groundwater inflows to the excavated voids. The mine progression is simulated at annual intervals through the history-matching and predictive periods, for both the LOM and PHOX scenarios. Mine depths and advance rates are informed by the mine plan information provided. Drain conductance is set at a suitably high value to ensure full dewatering of model cells to the assigned drain stage (1,000 m²/d). The modelled DRN cells at the end of history-matching are presented in Figure 3.15, and at the end of mining for the LOM and PHOX scenarios in Figure 3.16 and Figure 3.17 respectively.

iii TSF

The placement of tailings is simulated using the MODFLOW general head boundary (GHB) package. The TSF is activated in the model from the start of February 2009, consistent with associated groundwater abstraction from the Aries borefield. The hydraulic head was set at 210 mAHD, in line with evidence from monitoring wells in and near the TSF, and maintained through the end of mining for all model scenarios, with GHB cell conductance chosen to ensure seepage rates were below the total groundwater volume abstracted from the Aries borefield; 0.1 m²/d. The location of the modelled TSF is presented in Figure 3.18.

iv Post-mine recovery period

At the end of mining, mine-related stresses (abstraction from bores, dewatering of mine voids and seepage from the TSF) are deactivated. The pit is planned to be used for waste rock disposal during mining, with a final backfilled elevation of -200 mAHD for the LOM scenario and -160 mAHD for the PHOX scenario. The post-mining pit depth is presented in Figure 3.19. These pit depths and the pre-mining watertable elevation in the vicinity of the mine indicate potential for a pit lake to form. The open cut pit and associated stresses are simulated following mining for each of the scenarios using three packages:

- the time-varying materials (TVM) package is applied at model nodes within the residual open cut pit void, converting the material properties to that of a 'void' at the cessation of mining. This package assigns multiplier values to horizontal and vertical hydraulic conductivities, specific yield, and specific storage. The final values are 1,000 m/d for hydraulic conductivity, 100% for specific yield, and specific storage unchanged;
- the evapotranspiration segments (ETS) package is employed to allow evaporation to remove water at up to 70% of the maximum natural ground surface rate (ie a reduction from 2,000 mm/year to 1,400 mm/year, consistent with Fandrich (2016)) to the depth of the backfilled pit floor for each model node within the residual void, with the rate reducing linearly to 0 mm/year at a depth of 2 m below the pit shell; and
- recharge from rainfall (RCH) is increased over the pit footprint from the pre-mining rate of 0.1 mm/year to 100% of rainfall (146 mm/year) for the post-mining period, when rainfall can directly recharge the potential pit lake surface.

Table 3.4 Predictive modelling Aries borefield pumping rates and bore decommissioning order

Bore ID	Screened HSU/s	Pumping rate during predictive mining (ML/d)	Decommissioning order
Aries-1	Upper Boorthanna Formation	0.68	15
Aries-2	Lower Boorthanna Formation	0.97	14
Aries-3	Upper Boorthanna Formation	0.49	13
Aries-4	Lower Boorthanna Formation	0.78	12
Aries-5	Lower Boorthanna Formation	1.46	9
Aries-6	Upper Boorthanna Formation	1.26	8
Aries-7	Lower Boorthanna Formation	1.17	7
Aries-8	Upper Boorthanna Formation	1.94	6
Aries-9	Lower Boorthanna Formation	0.00	N/A
Aries-10	Lower Boorthanna Formation	1.94	5
Aries-11	Lower Boorthanna Formation	1.94	4
Aries-12	Upper Boorthanna Formation	0.97	11
Aries-13	Lower Boorthanna Formation	0.78	10
Aries-14	Upper and Lower Boorthanna Formation	1.75	3
Aries-15	Upper and Lower Boorthanna Formation	1.94	2
Aries-16	Upper and Lower Boorthanna Formation	1.94	1
TOTAL		20.00	

Note: Aries-9 is currently out of commission and assumed not to be repaired.

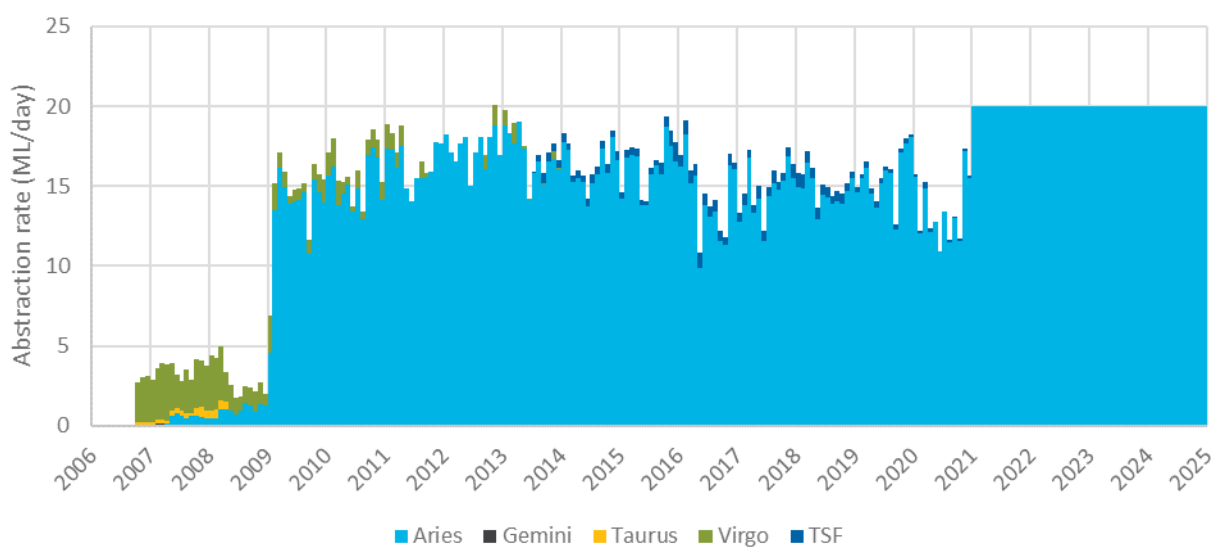


Figure 3.11 Assigned groundwater bore pumping rates during model history match and prediction (20 ML/d abstraction) by borefield

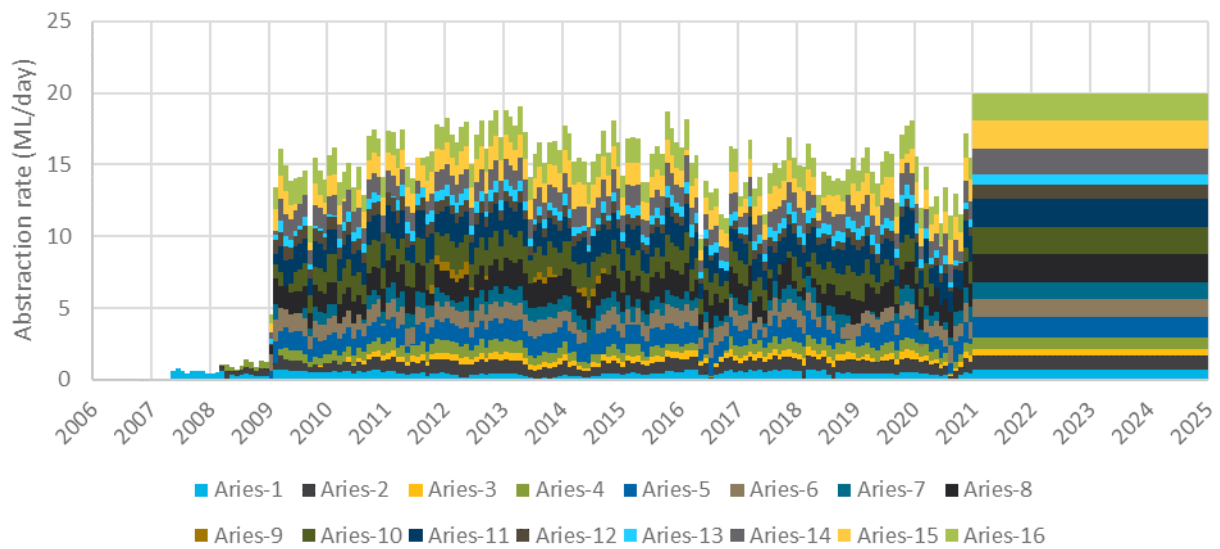


Figure 3.12 Aries borefield assigned groundwater bore pumping rates during model history match and prediction (20 ML/d abstraction)

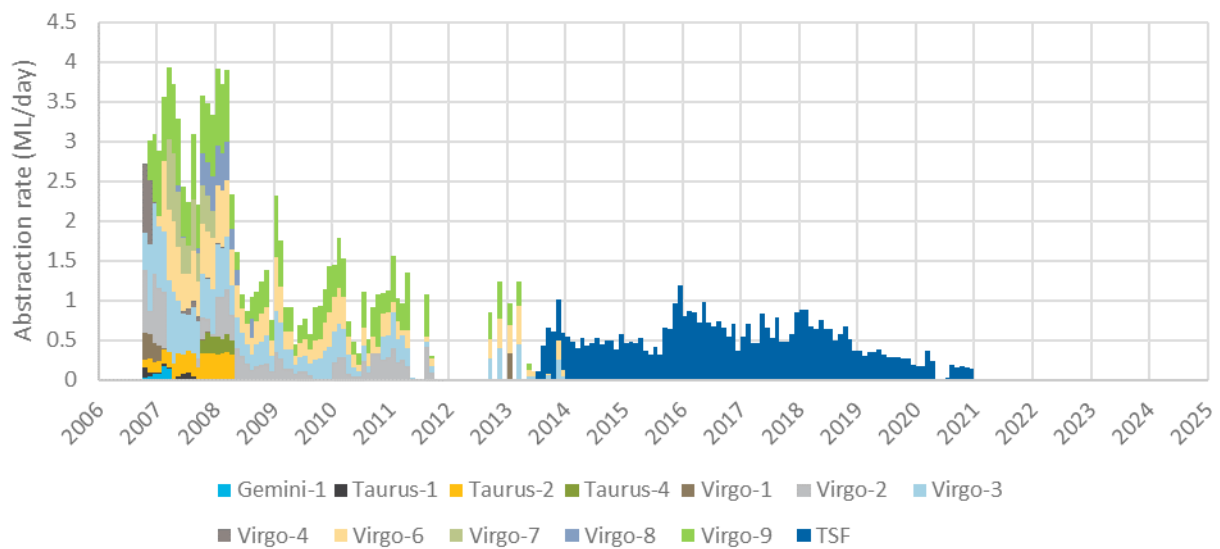
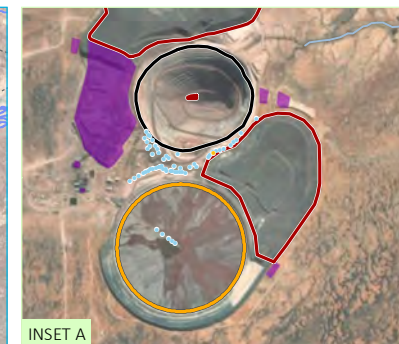
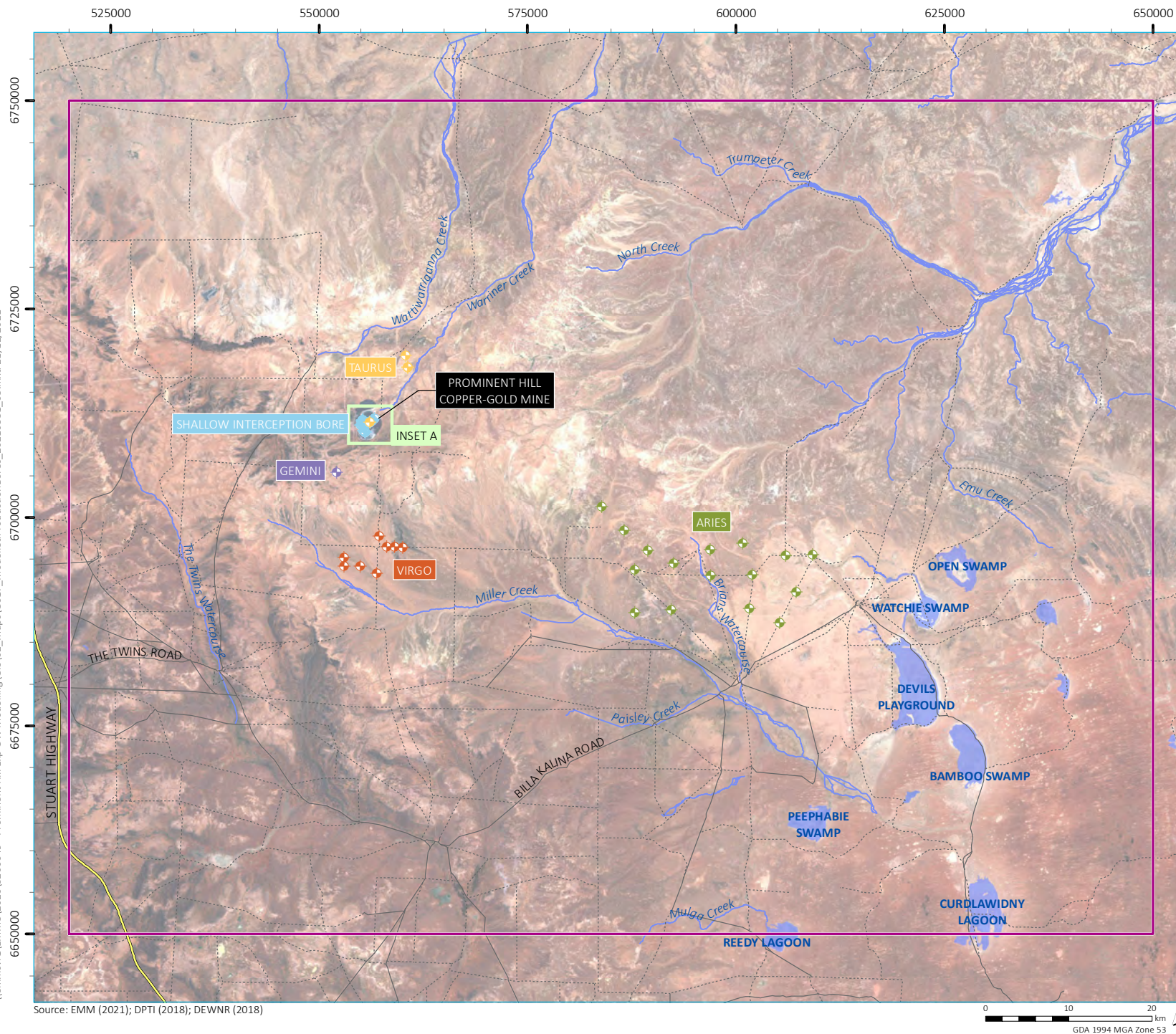


Figure 3.13 Other borefields assigned groundwater bore pumping rates during model history match and prediction (20 ML/d abstraction)

Table 3.5 Model predictive scenario assigned abstraction rates

Bore ID	Maximum abstraction rate (ML/d)	LOM reduced abstraction rates (ML/d)		PHOX reduced abstraction rates (ML/d)	
		2021 to 2024	2025 to 2030	2021 to 2024	2025 to 2038
Aries-1	0.68	0.68	0.68	0.68	0.68
Aries-2	0.97	0.97	0.97	0.97	0.97
Aries-3	0.49	0.49	0.49	0.49	0.49
Aries-4	0.78	0.78	0.78	0.78	0.78
Aries-5	1.46	1.46	1.46	1.46	1.46
Aries-6	1.26	1.26	1.26	1.26	1.26
Aries-7	1.17	1.17	1.17	1.17	1.17
Aries-8	1.94	1.94	1.46	1.94	1.94
Aries-9	0.00	0.00	0.00	0.00	0.00
Aries-10	1.94	1.94	0.00	1.94	1.51
Aries-11	1.94	1.94	0.00	1.94	0.00
Aries-12	0.97	0.97	0.97	0.97	0.97
Aries-13	0.78	0.78	0.78	0.78	0.78
Aries-14	1.75	1.75	0.00	1.75	0.00
Aries-15	1.94	0.88	0.00	0.88	0.00
Aries-16	1.94	0.00	0.00	0.00	0.00
TOTAL	20.00	17.00	10.00	17.00	12.00

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KEY

- Model domain
- Major road
- Minor road
- Vehicular track
- Named watercourse
- Named waterbody

Production bore

- ◆ Aries
- ◆ Gemini
- ◆ Shallow interception bores
- ◆ Taurus
- ◆ Virgo

INSET KEY

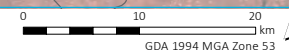
- Shallow interception bores
- Taurus
- Stockpile
- Tailings storage facility
- Waste rock dump

Modelled production bores

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Figure 3.14



Source: EMM (2021); DPTI (2018); DEWNR (2018)



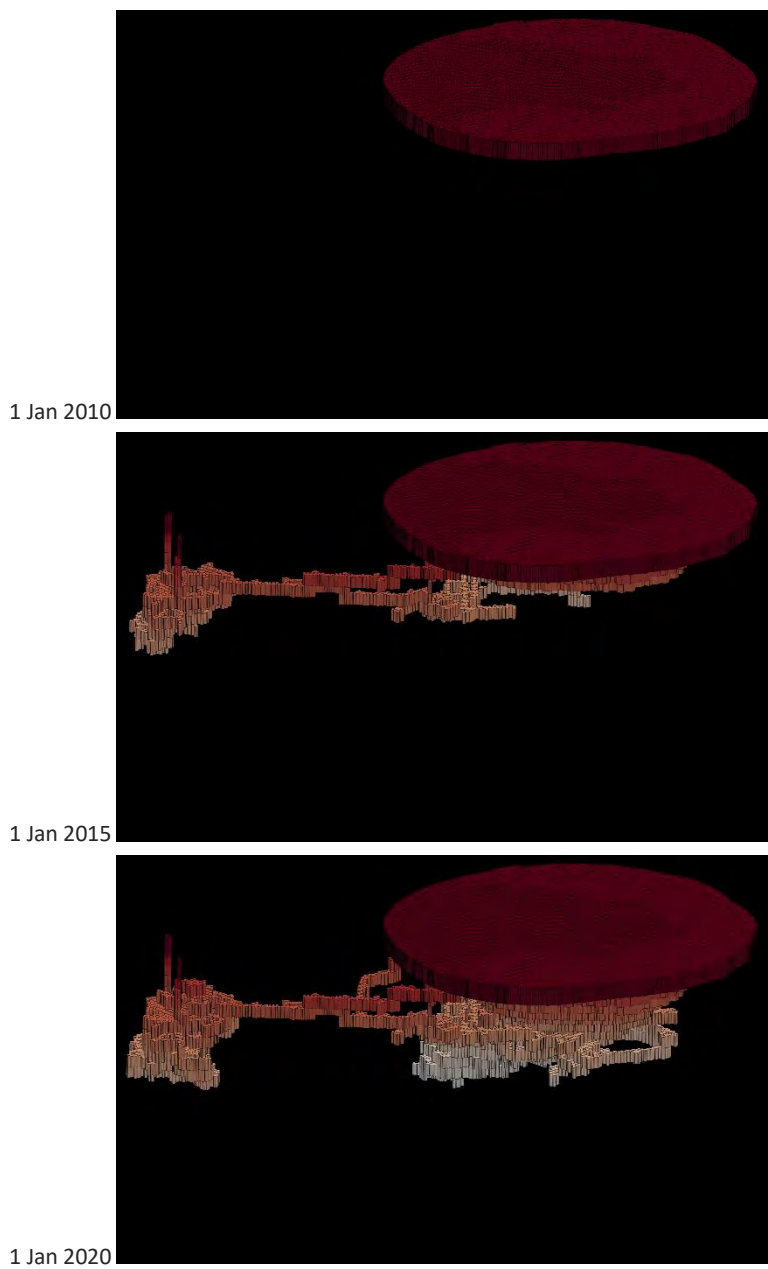


Figure 3.15 **Modelled DRN cells during history-match period**

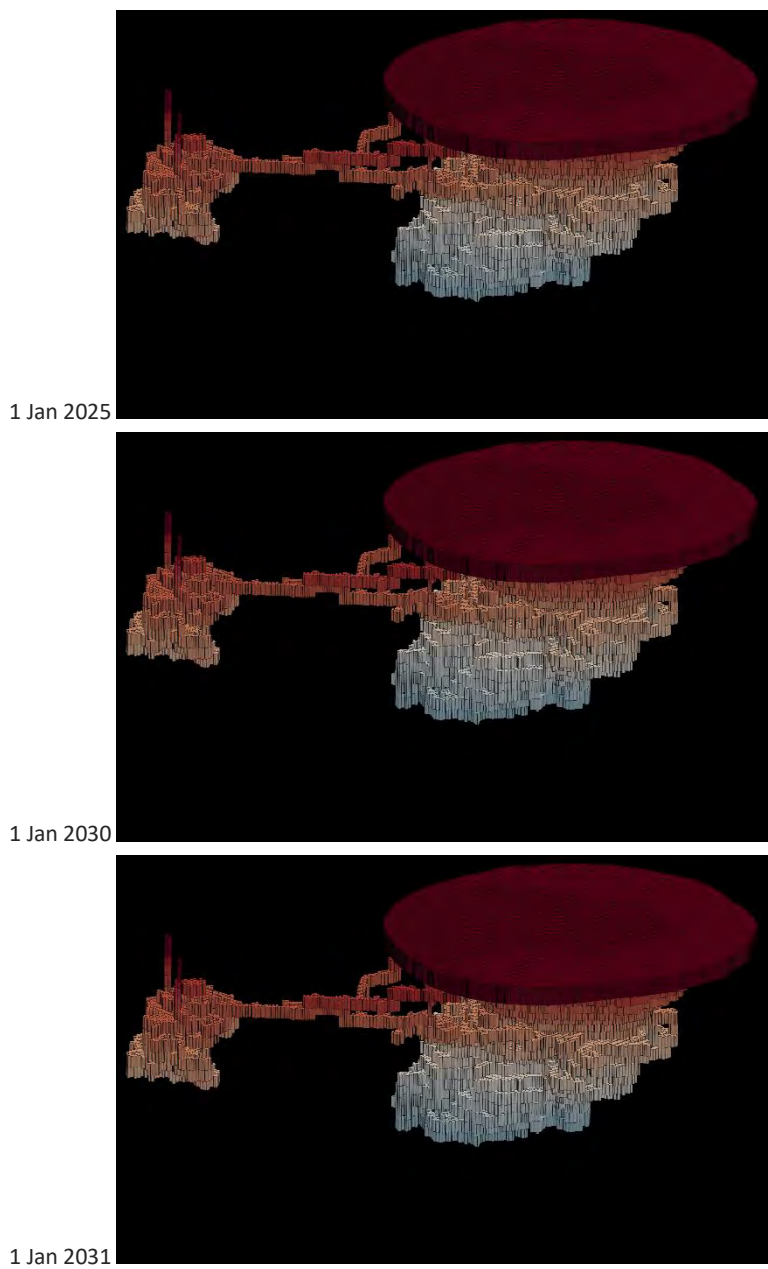


Figure 3.16 **Modelled LOM DRN cells**

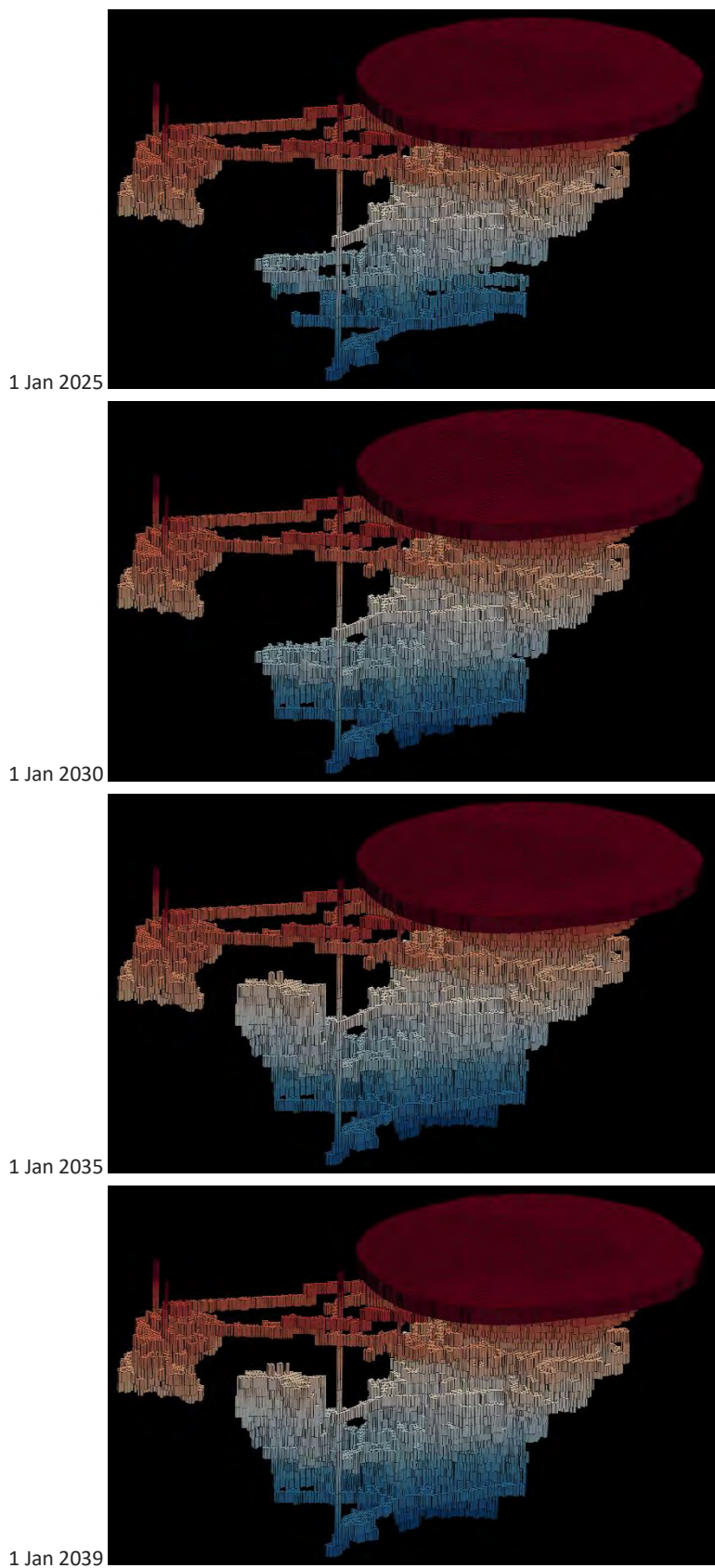
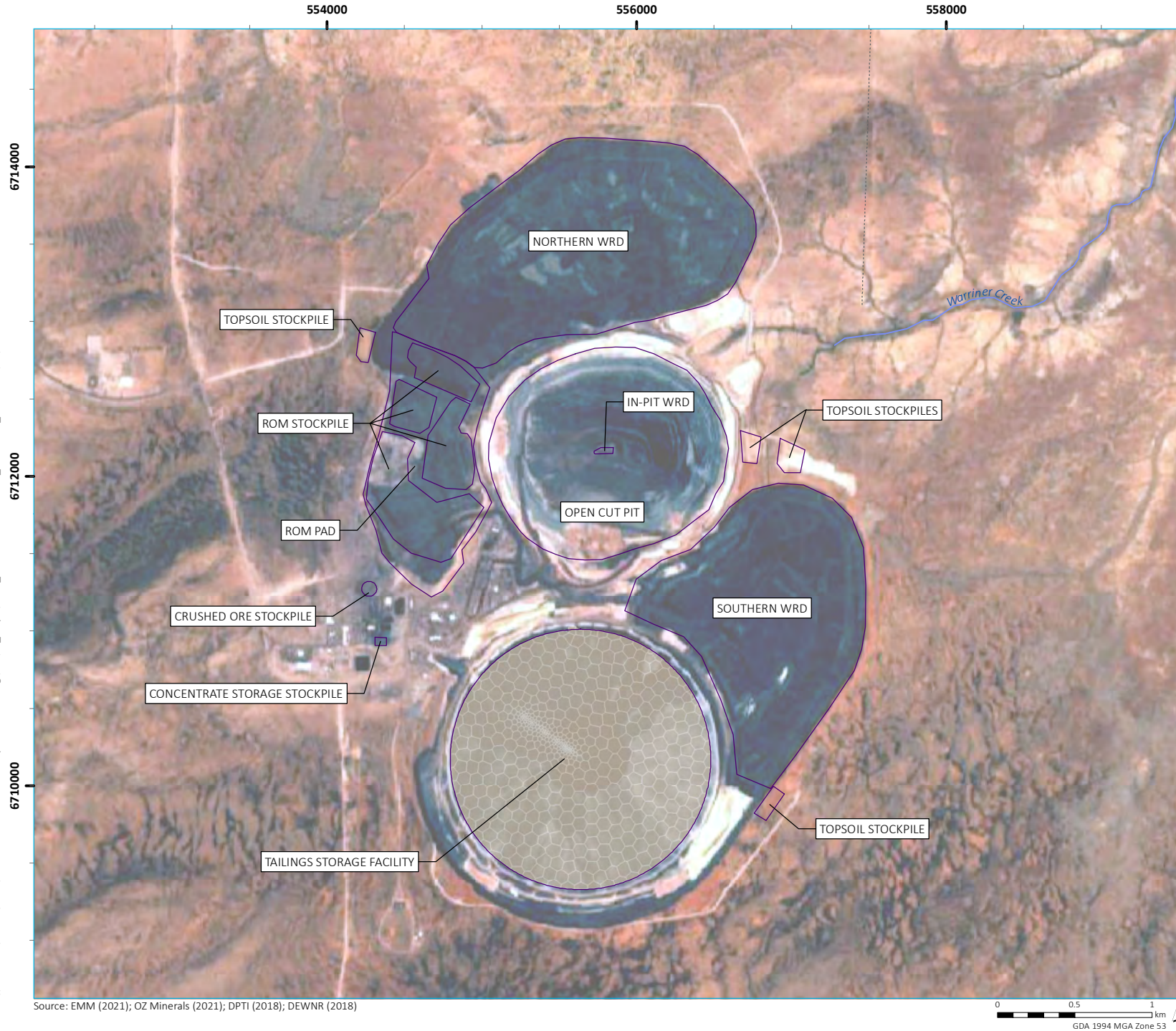


Figure 3.17 **Modelled PHOX DRN cells**

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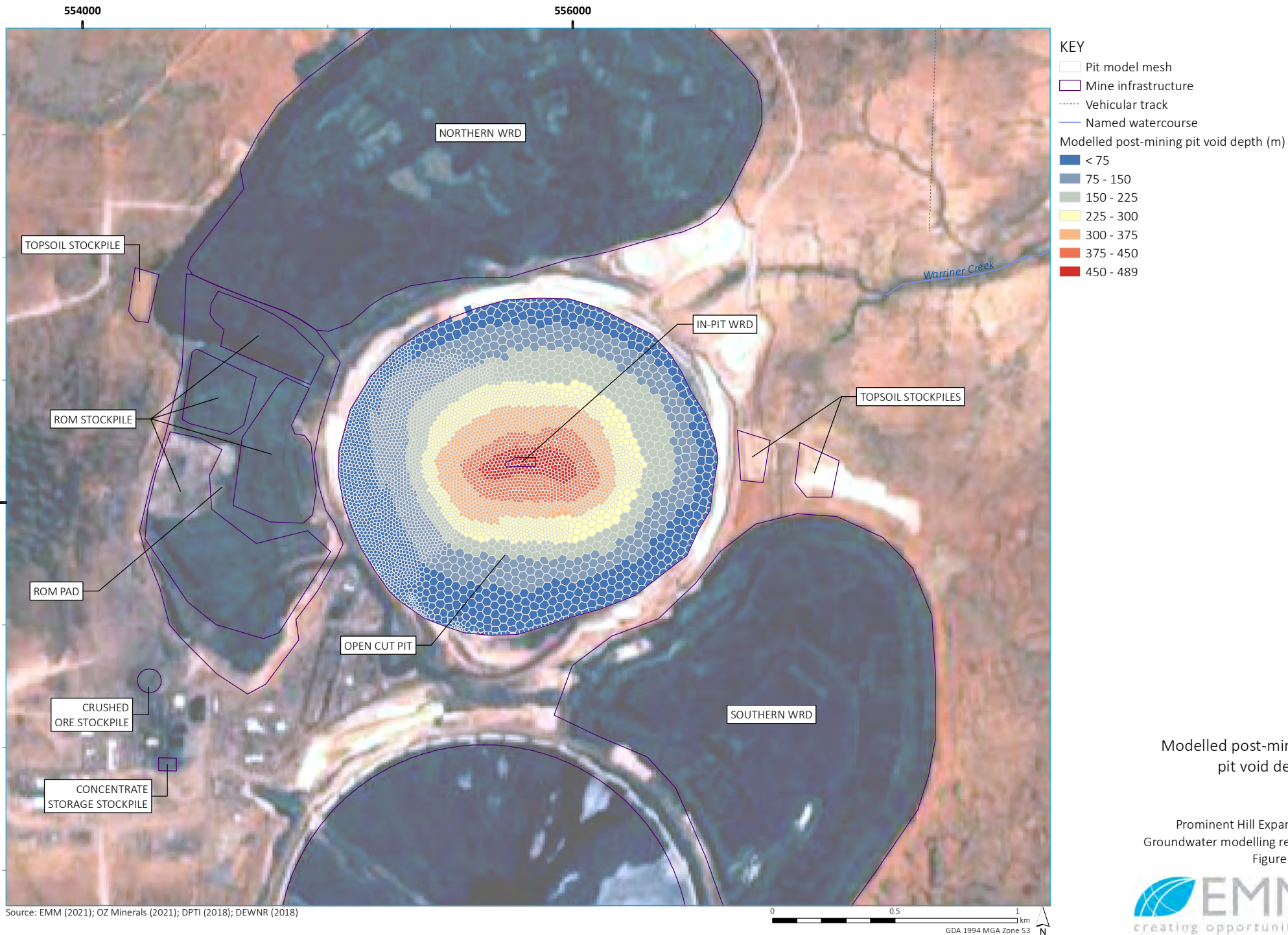
Source: EMM (2021); OZ Minerals (2021); DPTI (2018); DEWNR (2018)

- KEY
- TSF general head boundary cells
 - Mine infrastructure
 - Vehicular track
 - Named watercourse

Modelled TSF GHB cells

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Groundwater modelling report
Figure 3.18

\\lemmsvr1\EMM3\2020\S2.00649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\G019_ModelledPostMiningPitVoidDepth_20210922_04.mxd 21/12/2021



Source: EMM (2021); OZ Minerals (2021); DPTI (2018); DEWNR (2018)

Modelled post-mining
pit void depth

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Groundwater modelling report
Figure 3.19

4 History-matching

4.1 Approach

A combination of manual and automated (using PEST-HP) approaches were employed during the history-matching process. History-matching was undertaken using hydraulic head data from pre-mining conditions and throughout mining, employing bores impacted by mine excavation, water supply from the different borefields and seepage from tailings. A water balance check was included to ensure seepage from tailings did not exceed groundwater abstraction from the Aries borefield, given water produced by the borefield is the source of water in the deposited tailings and some of that water is recovered or evaporated.

Initially, the model was calibrated in steady state only, using a single value for each hydraulic property per HSU. This approach was aimed at providing a computationally efficient means to arrive at starting parameters that provided a model-wide fit to unimpacted hydraulic head data, to use as initial parameter value estimates for subsequent, more computationally demanding, transient history-matching.

4.1.1 Temporal modes

The model was history-matched in both steady state and transient modes, combined into a single model run, to obtain model parameterisation consistent with both pre-development and impacted conditions. This makes the assumption, consistent with the conceptualisation, that the groundwater system was in steady state, except for relatively small-scale, short-term responses to seasonal rainfall, prior to mining. The steady state solution then provides initial heads for the transient history-matching period.

4.1.2 History-matching targets

A total of 99,422 history-matching targets were employed. These were comprised of:

- 96 steady state head targets, either defined from early-time data at unimpacted bores, once heads had stabilised following installation, or, at a few sites, from late time data where early-time data was impacted by construction water supply, which has since ceased, and heads have recovered to long-term stable levels. The timing of installation of monitoring sites, particularly those around the pit and TSF, is such that many do not indicate long term stable levels and, hence, steady state targets are not defined for all monitoring locations;
- 159 transient targets comprised of the first measurement of hydraulic head at each monitoring site, regardless of whether this is impacted by mining or not; and
- 99,167 subsequent transient targets, defined as the difference between the current and previous measured hydraulic head. These behave similarly to drawdown targets but enable the use of head change targets where the steady state head is not known (for example where monitoring bores were installed in already-impacted areas).

PEST operates with the goal of minimising a least-squares objective function, defined as the sum of squared weighted differences between measurements and corresponding model outputs (known as residuals). Doherty (2016) defines the objective function as:

$$\varphi = \sum (w_i r_i)^2$$

where r is the calculated residual, and w is a statistical weighting between 0 and 1.

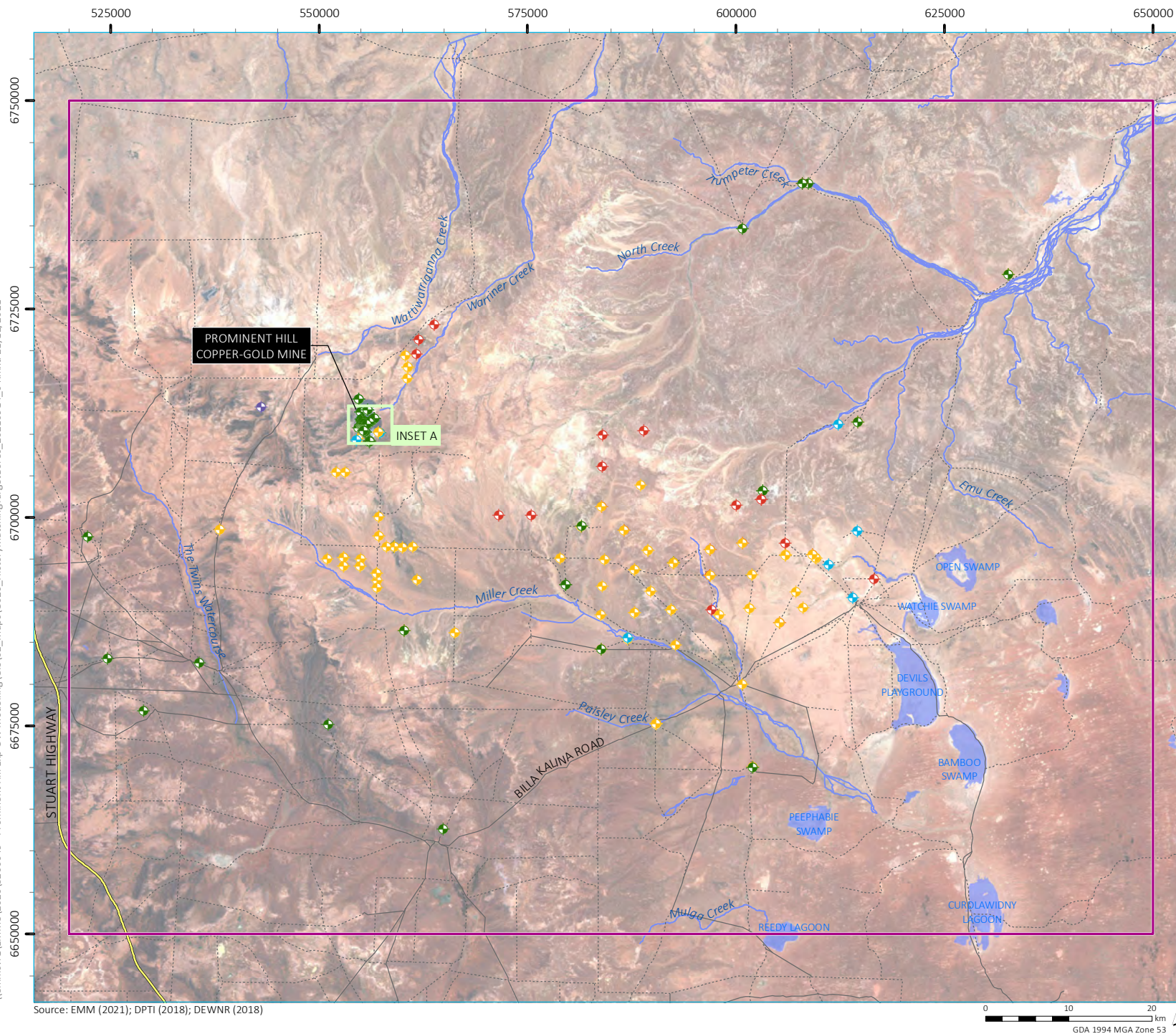
A weighting scheme was adopted to ensure that both steady state and transient data effectively contributed to the objective function and likewise that monitoring locations with high volumes of data due to a combination of a high measurement frequency and high spatial density of monitoring locations (essentially piezometers around the pit and TSF) did not overly control the history-matching process, particularly when monitoring data in those locations display interference from a number of local processes and, potentially, structural features that are not expected to be significant in controlling impacts on the regional groundwater system. Additionally, elevated emphasis was placed on targets at the 22 compliance bores. Statistical contributions to the overall objective function were calculated using model parameters obtained through an automated history-matching process (using PEST-HP).

The desired contributions to the objective function and resultant weightings assigned to head targets were as follows:

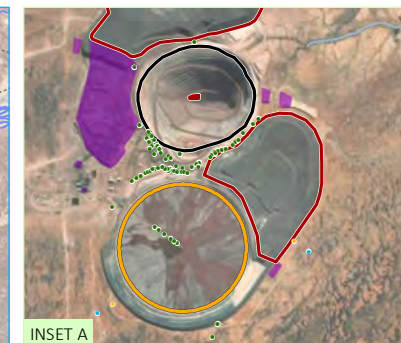
- steady state head targets: 50% contribution to objective function, weighting 1;
- first measurement head targets: 1% contribution to objective function, weighting 0.0283;
- transient head-change targets: 24% contribution to objective function, weighting 0.04268;
- transient head-change targets at near-pit piezometers: 1% contribution to objective function, weighting 0.003526; and
- transient head-change targets at third party and compliance bores: 24% contribution to objective function; weighting 0.139586.

The locations of monitoring bores used for history-matching targets are presented in Figure 4.1, categorised by HSU.

\\lemssr1\EMM3\2020\S200649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\HistoryMatching\TargetBores_20210914_04.mxd 21/12/2021



Source: EMM (2021); DPTI (2018); DEWNR (2018)



KEY

- Model domain
- Major road
- Minor road
- Vehicular track
- Named watercourse
- Named waterbody
- Monitoring bore (model layer)
 - ◆ Bulldog Shale
 - ◆ Cadna-owie Formation
 - ◆ Upper Boorthanna Formation
 - ◆ Lower Boorthanna Formation
 - ◆ Basement

INSET KEY

- Monitoring bore (model layer)
 - Bulldog Shale
 - Cadna-owie Formation
 - Upper Boorthanna Formation
- Waste rock dump
- Tailings storage facility
- Open cut pit

History matching target bores

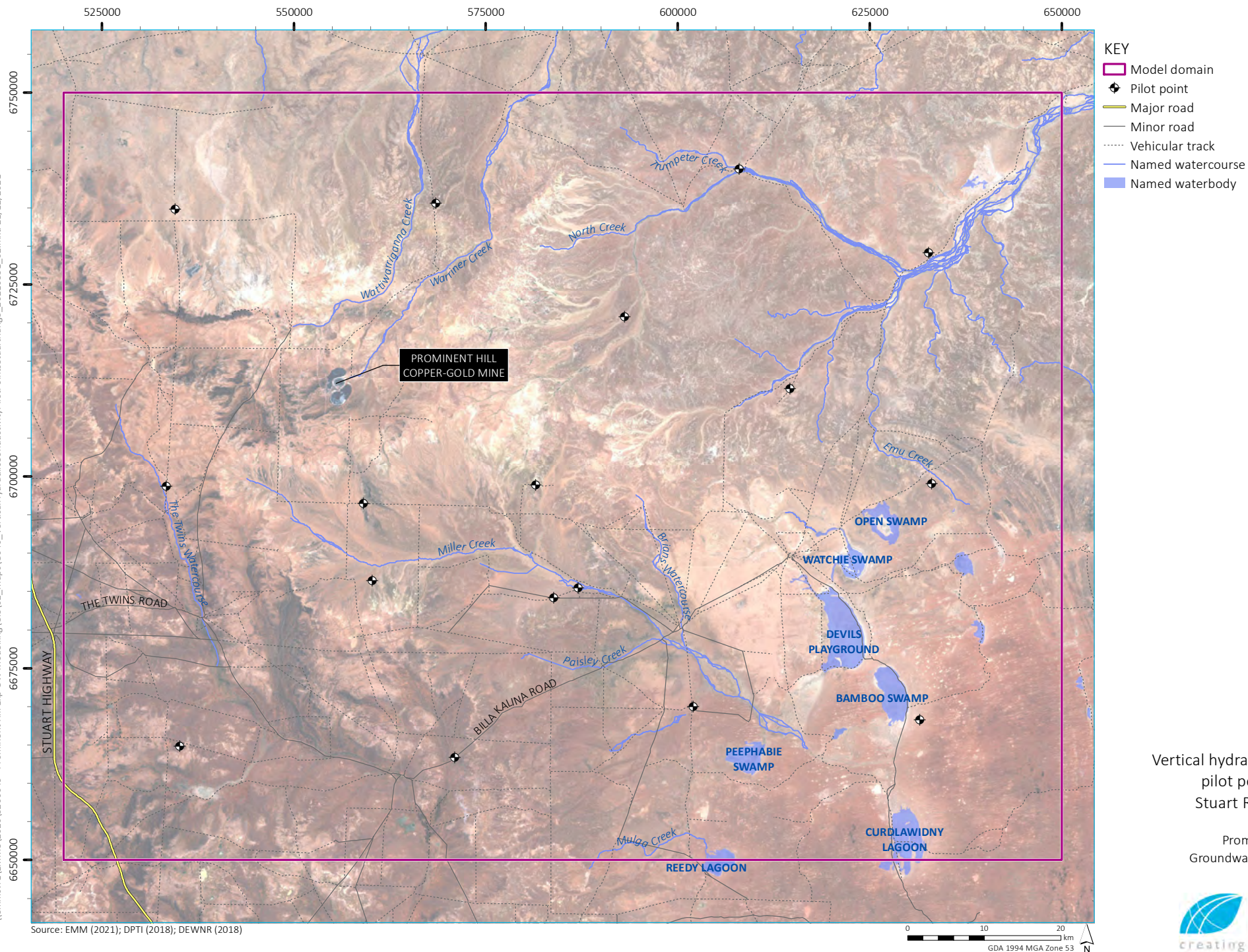
4.1.3 Parameterisation

Previous iterations of the model (PH5.8 and earlier) simulated 13 discrete parameter zones of hydraulic conductivity, representing individual HSUs and variability of hydraulic properties within each. In the interest of improving model performance against measured data, particularly at compliance bores exhibiting little or no impact, a highly parameterised approach to model history-matching was undertaken via the use of pilot points. This is consistent with best practice guidelines and provides a numerically sound basis for representing regional-scale heterogeneities (Barnett et al. 2012).

The number and location of pilot points used in the history-matching process were carefully chosen based on available monitoring data, and in accordance with prioritising parsimony where reasonable and limiting computational burden. At a regional scale, the largest stress inducing an impact on measured groundwater levels during the history-matching period is groundwater abstraction from the Boorthanna Formation. For this reason, pilot points for horizontal hydraulic conductivity were assigned in model layers representing the Upper and Lower Boorthanna Formation, with locations chosen according to the presence of abstraction and monitoring bores. Additionally, there are several sites in the model domain with nested monitoring in the Cadna-owie and Boorthanna Formations. These locations were chosen to apply pilot points for vertical hydraulic conductivity in the intermediary Stuart Range Formation, in the interest of appropriately estimating the vertical connectivity of the major aquifers.

The locations of assigned pilot points and relevant abstraction and monitoring bores are presented for the Stuart Range Formation and Upper and Lower Boorthanna Formation in Figure 4.2 to Figure 4.4 respectively. All other hydraulic parameters (horizontal and vertical hydraulic conductivity, specific yield, and specific storage) were estimated as HSU-wide uniform values.

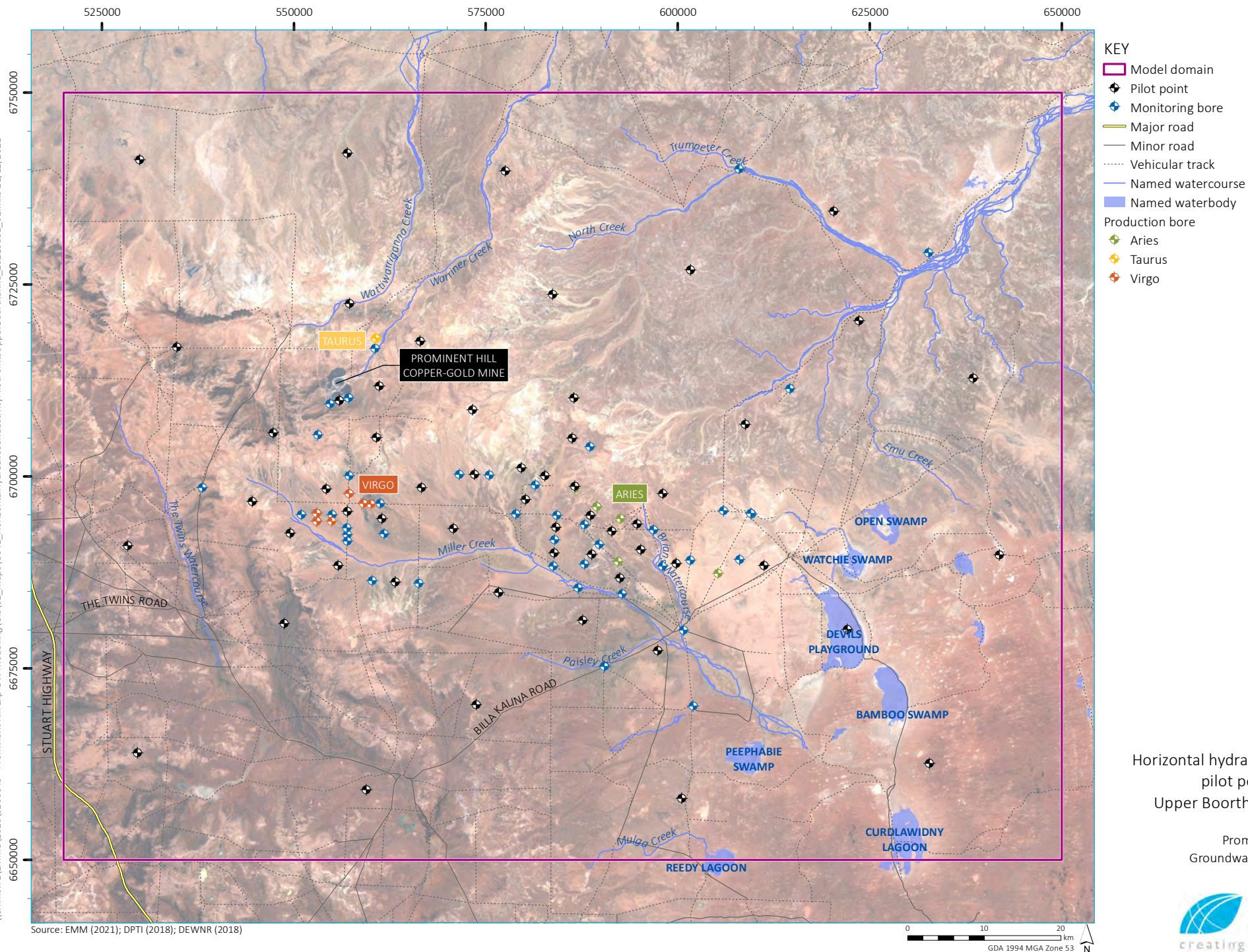
\\emmsr\EMM3\2020\S200649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\G040_VericalHydraulicConductivity\PilotPoints\StuartRange_20210831_02.mxd 21/12/2021



Vertical hydraulic conductivity
pilot points assigned in
Stuart Range Formation

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Figure 4.2

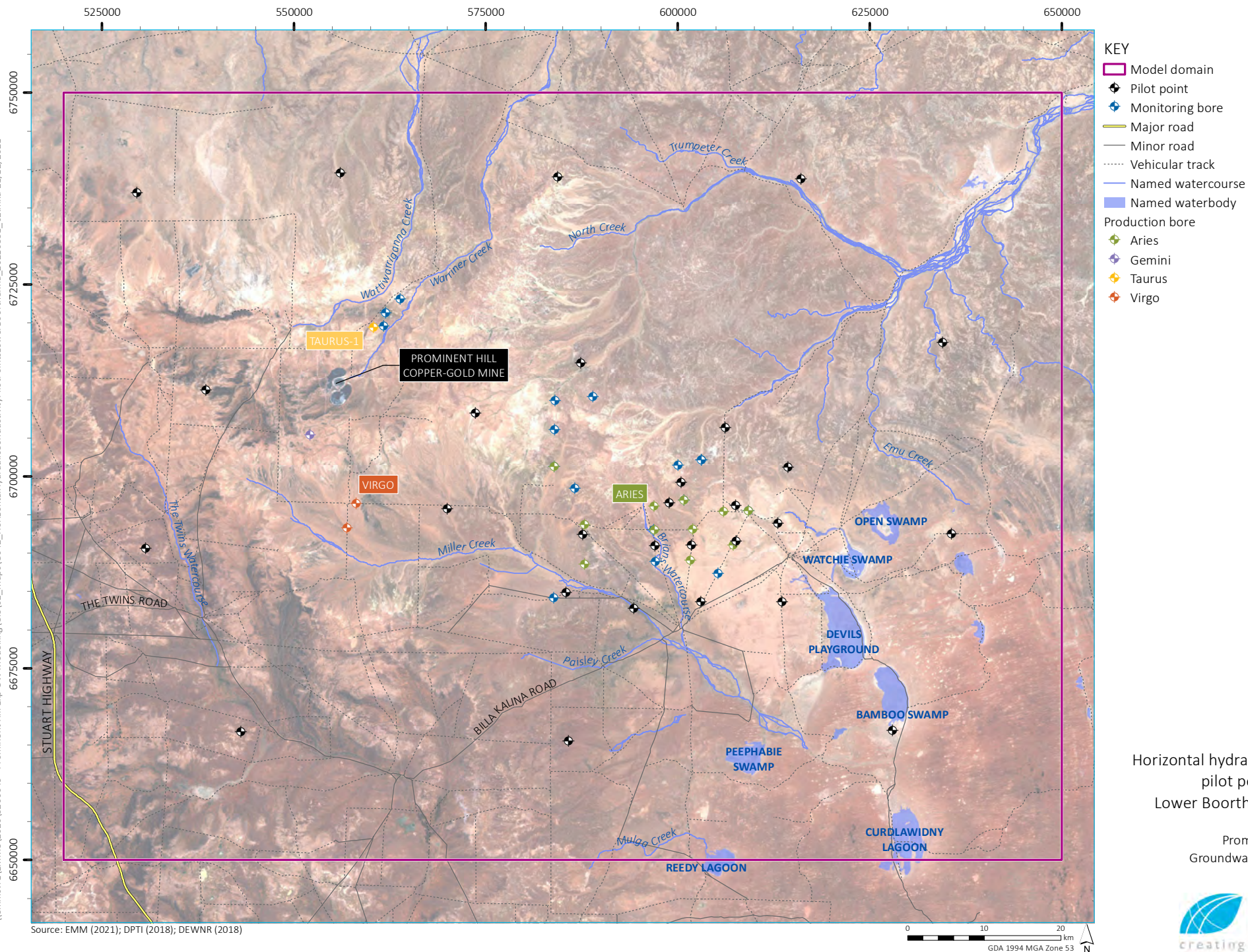
\\emmsvr1\EMM3\2020\S200649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\G041_HorizontalHydraulicConductivity\PilotPointsUpperBoorthanna_02.mxd 21/12/2021



Horizontal hydraulic conductivity
pilot points assigned in
Upper Boorthanna Formation

Prominent Hill Expansion
Groundwater modelling report
Figure 4.3

\\emmsvr1\EMM3\2020\S200649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\G042_HorizontalHydraulicConductivity\PilotPointsLowerBoorthanna_20210831_02.mxd 21/12/2021



4.2 Performance

4.2.1 Statistical performance

History-match performance was statistically quantified using SRMS error for hydraulic head, given as a percentage:

$$SRMS = \frac{100}{\Delta H} \sqrt{\frac{1}{n} \sum_{i=1}^n [W_i(z_{hi} - h_i)]^2}$$

where:

- ΔH is the range of measured hydraulic heads across the model domain;
- n is the number of measurements used in the history-match dataset;
- W_i is the statistical weighting (between 0 and 1) applied to measurement i ;
- z_{hi} is the modelled hydraulic head at location/time i ; and
- h_i is the measured hydraulic head at location/time i .

The SRMS error was calculated for both steady state and transient hydraulic heads. The resultant values are presented in Table 4.1, incorporating calculations with and without the statistical weightings as detailed in Section 4.1.2. Additionally, statistical performance against transient hydraulic heads is presented with and without the inclusion of piezometers due to the large volume of data skewing the performance. Previous iterations of the model reported unweighted SRMS calculated against transient head, with no piezometer data. PH5.8 returned a SRMS of 5.0%. The closest equivalent for PH6.0 is the unweighted transient SRMS without piezometers; 5.1%. The difference is attributable to the updated parameter distribution and is considered acceptable with the addition of new data and the increased focus on history-match performance at compliance bores.

Table 4.1 SRMS error summary

History-matching mode	Unweighted SRMS	Weighted SRMS
Steady state	10.3%	10.3%
Transient without near-pit piezometers	5.1%	0.4%
Transient with near-pit piezometers	13.5%	0.2%

4.2.2 Hydraulic head

i Steady state

Data from 93 monitoring bores were used to evaluate modelled steady state groundwater levels. A scatter plot of modelled against measured steady state hydraulic head is presented in Figure 4.5. The data show minimal bias, are correlated well across the dataset, and are generally clustered close to a 1:1 line of perfect fit. There are a few measured data points that are over- or underestimated by the model by 20 m or more, leading to the steady state SRMS being over 10%. Despite this, the overall fit to measured data indicates a generally good match to regional groundwater levels and flow directions across multiple HSUs.

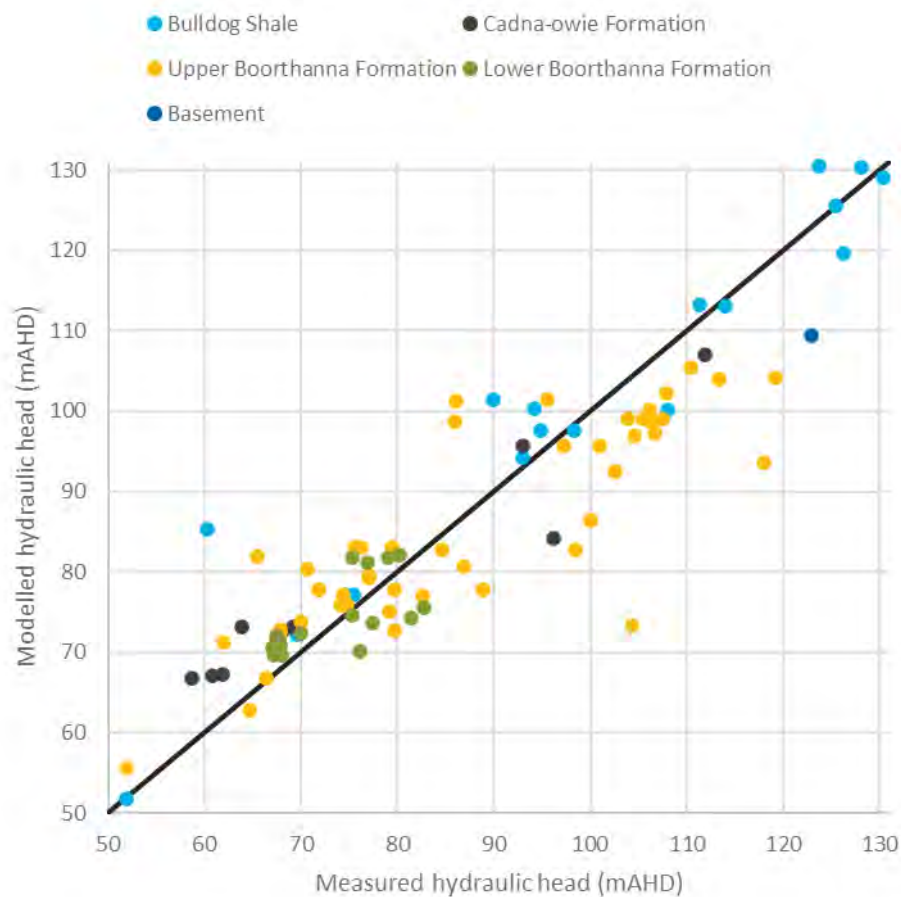


Figure 4.5 Scatter plot of steady state hydraulic head

A histogram of steady state modelled minus measured residuals is presented in Figure 4.6. This presents the same data as Figure 4.5, but with a representation of residual frequency in bands around the line of perfect fit. 60% of modelled steady state groundwater levels are within 6 m of measured, and 90% are within 12 m.

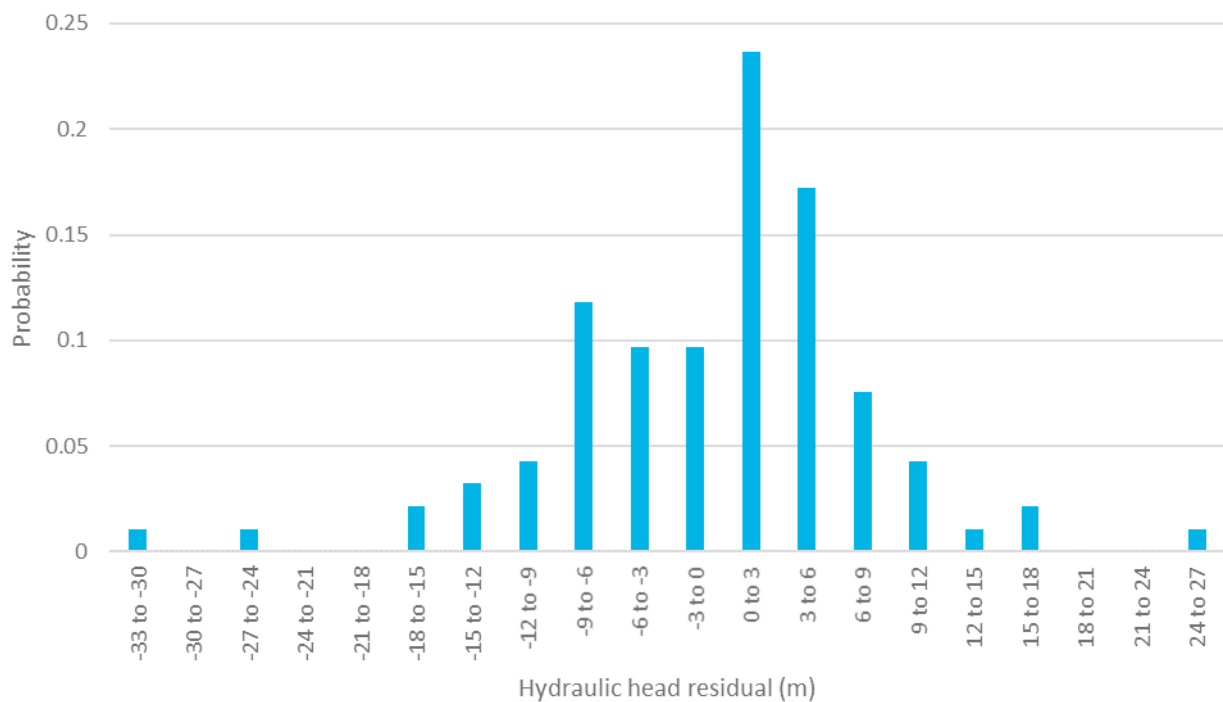


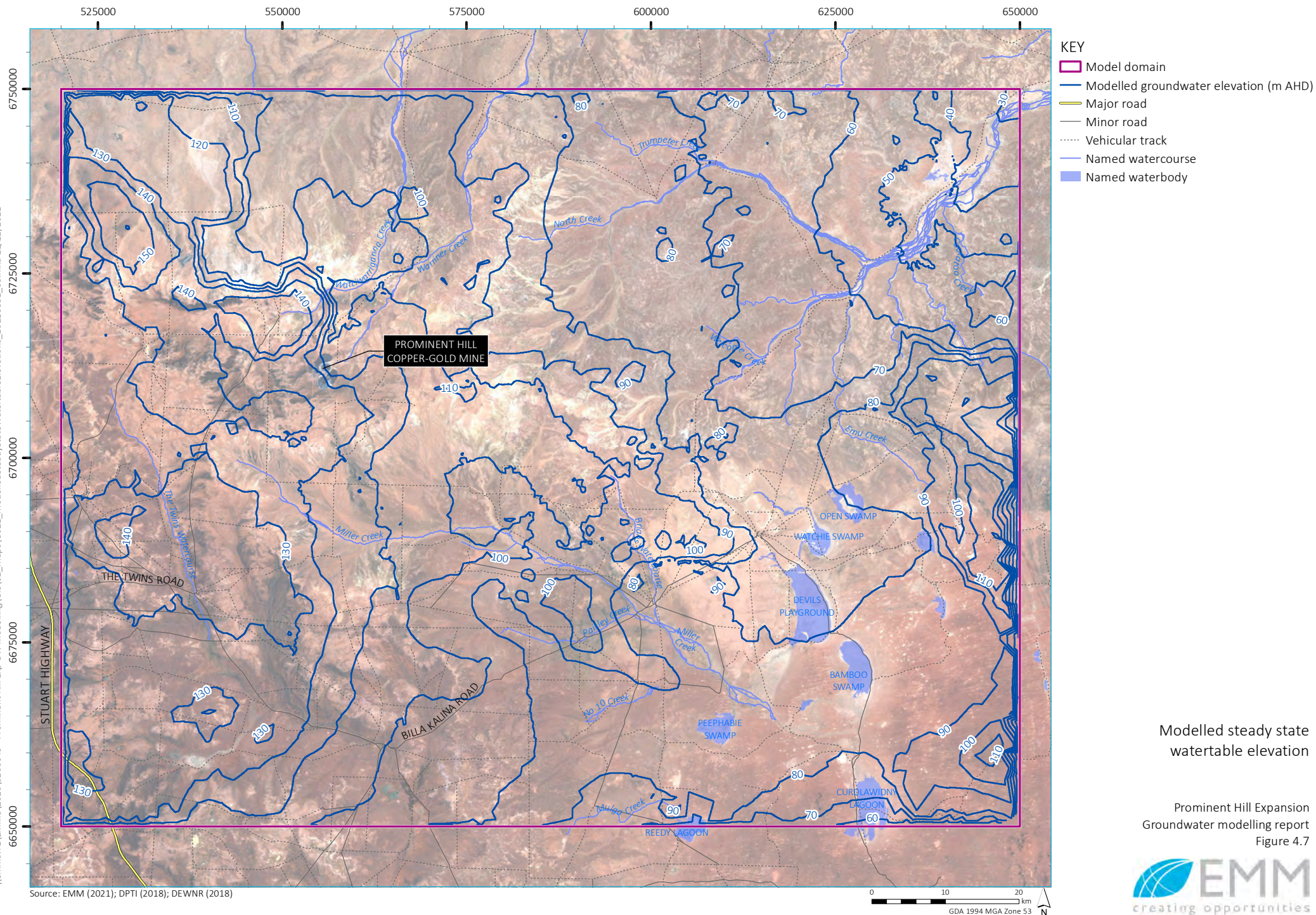
Figure 4.6 Steady state hydraulic head residual distribution

Modelled steady state watertable elevation is shown in Figure 4.7. Hydraulic head is largely independent of topography, due to the large depth to watertable across much of the model domain. The watertable is simulated to sit within the Cadna-owie Formation or Boorthanna Formation over most of the model domain, with only small areas in the overlying Bulldog Shale. Local areas of steep gradients align with locations of low transmissivity where the Cadna-owie Formation is thin, such as to the north-west of the site. This location also coincides with an uplifted basement area and absent Boorthanna Formation.

Modelled steady state groundwater contours and residuals (modelled minus measured head) for the six HSUs (Bulldog Shale, Cadna-owie Formation, Stuart Range Formation, Upper and Lower Boorthanna Formation, and basement) are presented in Figure 4.8 to Figure 4.13 respectively. Contours are generally smoother in the deeper layers of the model, following the general trend of the watertable. There are locations with steep hydraulic gradients; these align with modelled edges of HSUs and some boundaries of the model. There is a downward modelled hydraulic gradient over the majority of the model domain, reversing at the primary locations of simulated discharge in the north-east near the GAB springs and towards the south-eastern model boundary.

Steady state residuals in all HSUs (excluding the Stuart Range Formation and basement) show the model over- and underpredicts groundwater levels, with the largest errors distributed over wide areas. Therefore, there is little spatial bias in the residuals, though the south-eastern area of the Aries borefield has a slight tendency to overpredict groundwater elevation. Overall, this represents a generally agreeable starting condition for groundwater pressure distribution.

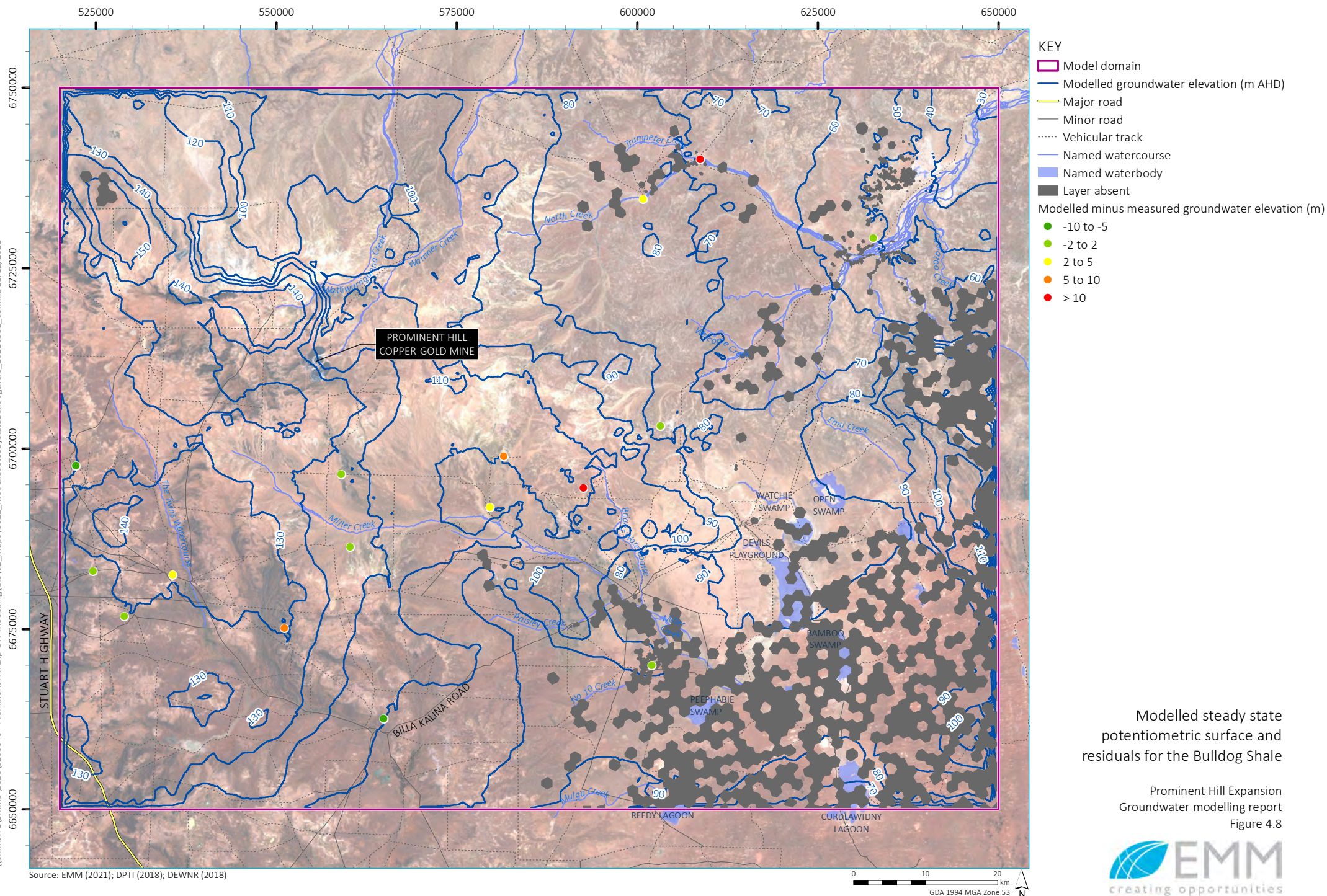
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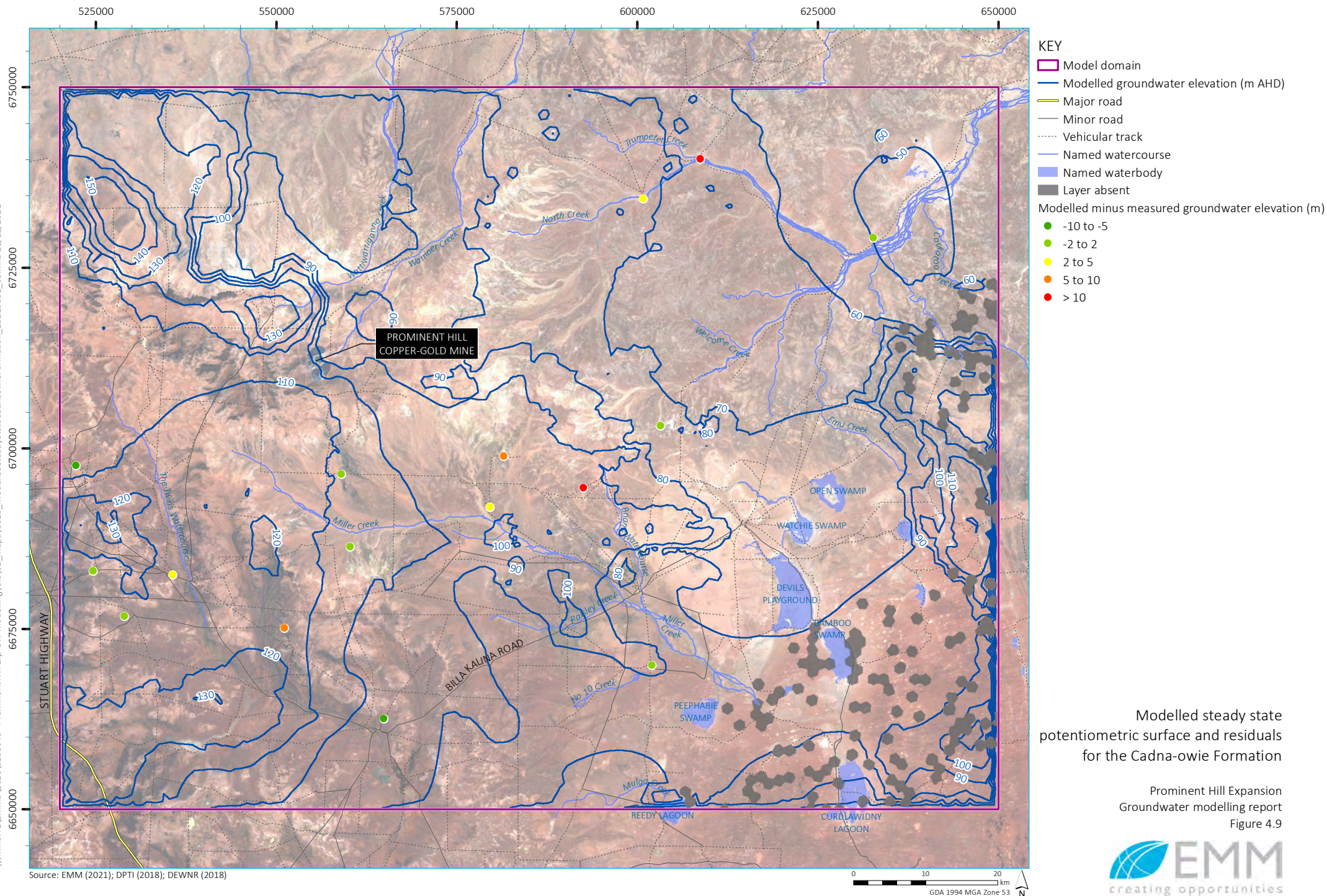
Modelled steady state
watertable elevation

Prominent Hill Expansion
Groundwater modelling report
Figure 4.7

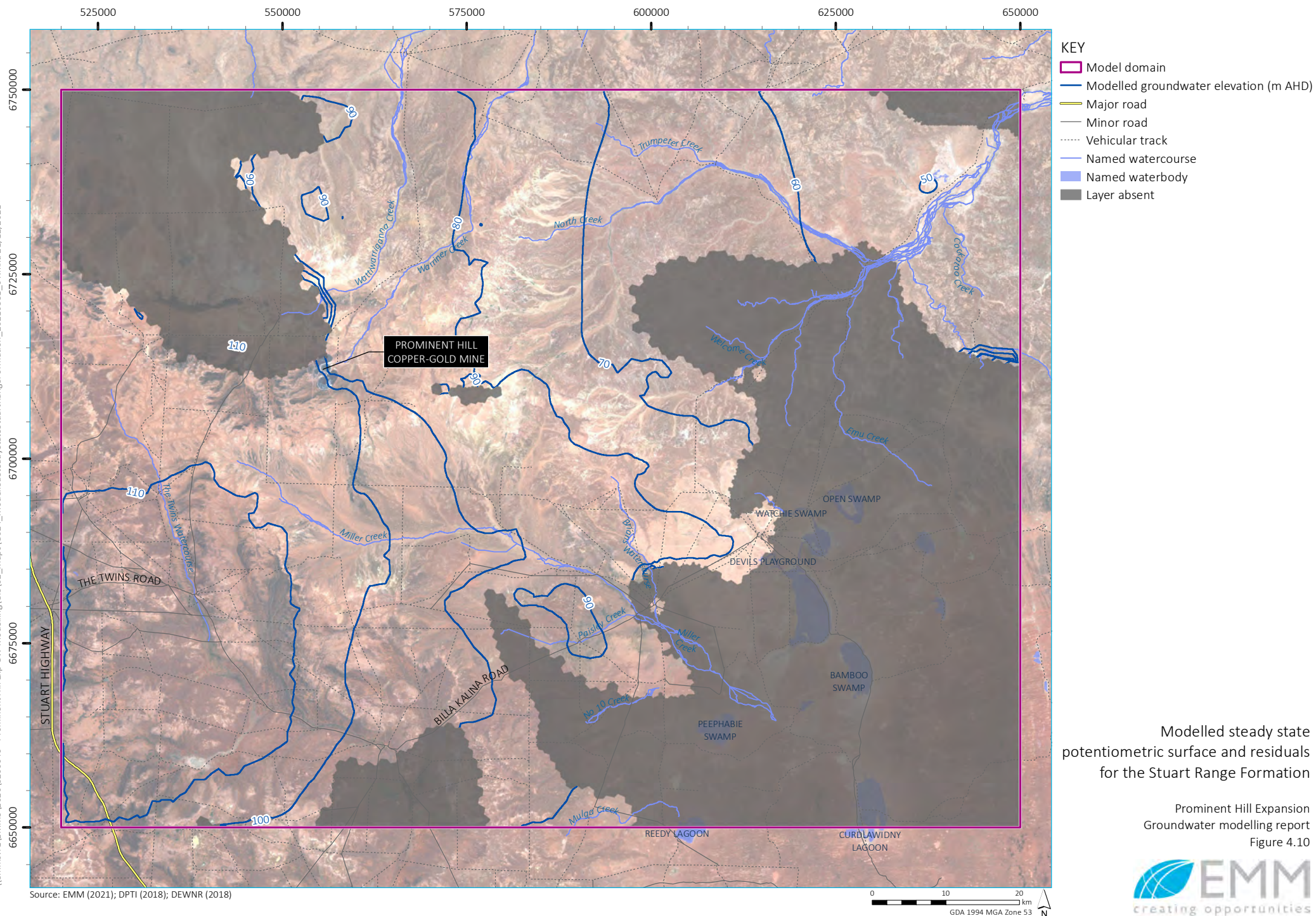
\\emmsv1\EMM3\2020\200649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\G022_ModelledSteadyStateBulldogshale_20210831_05.mxd 21/12/2021



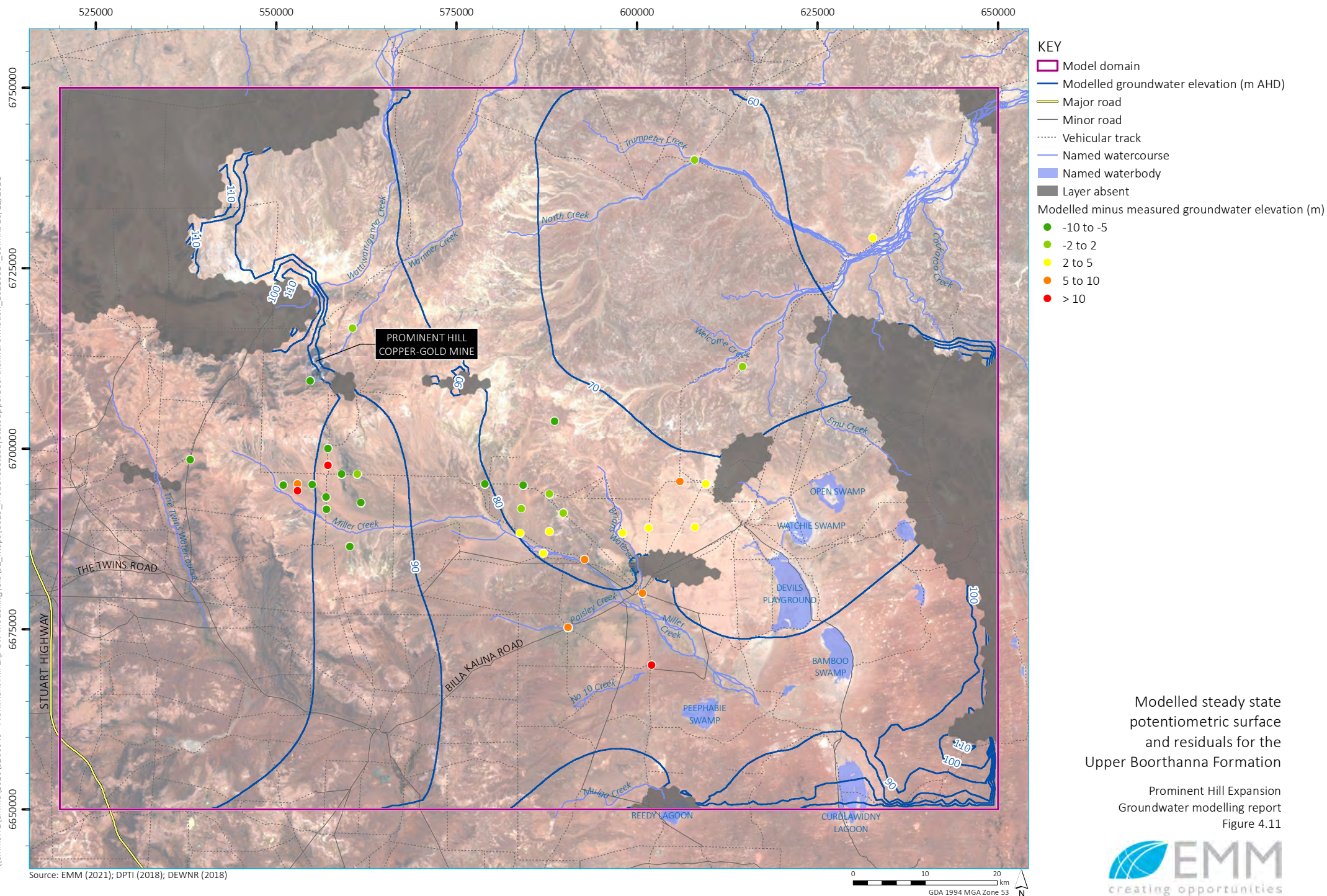
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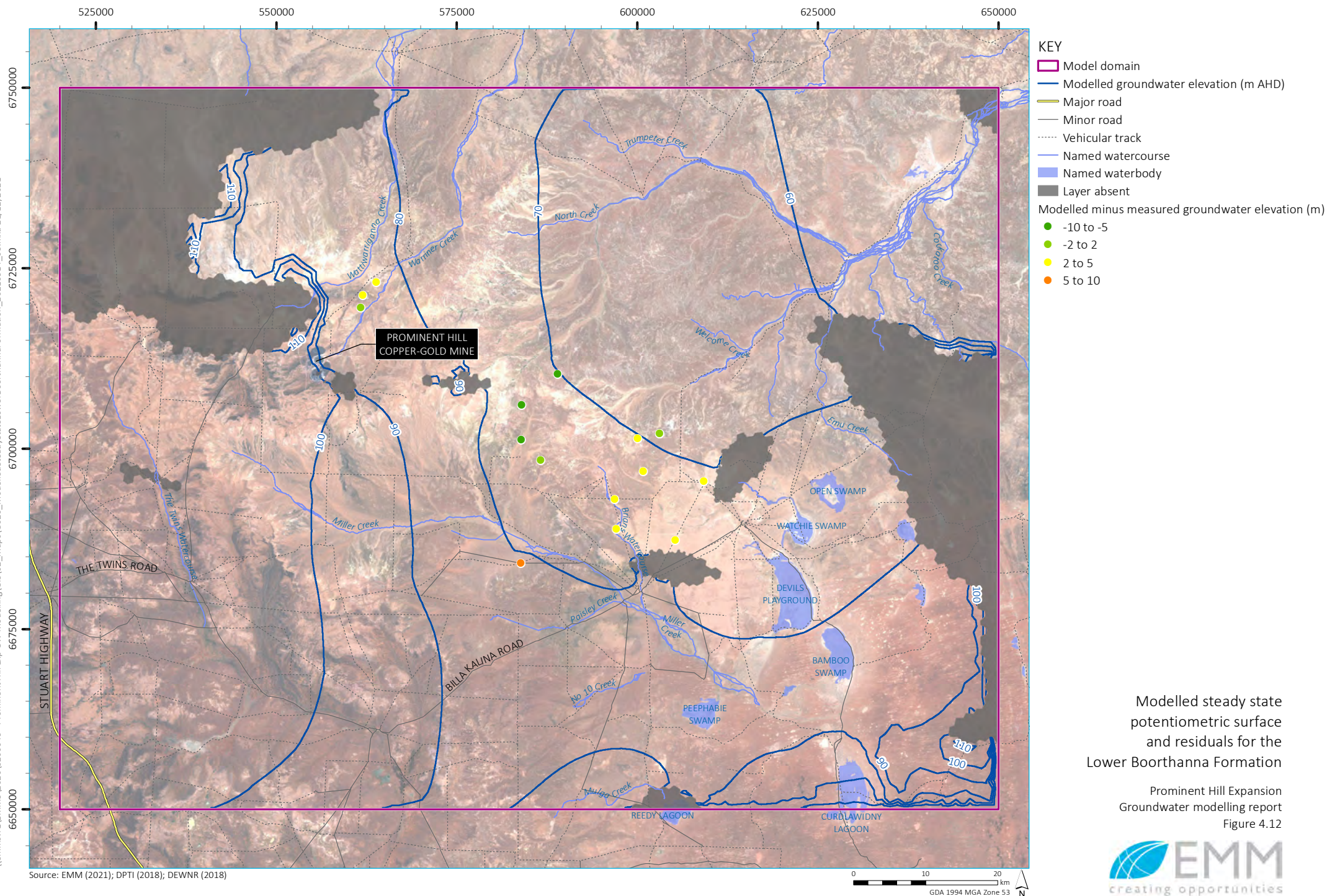
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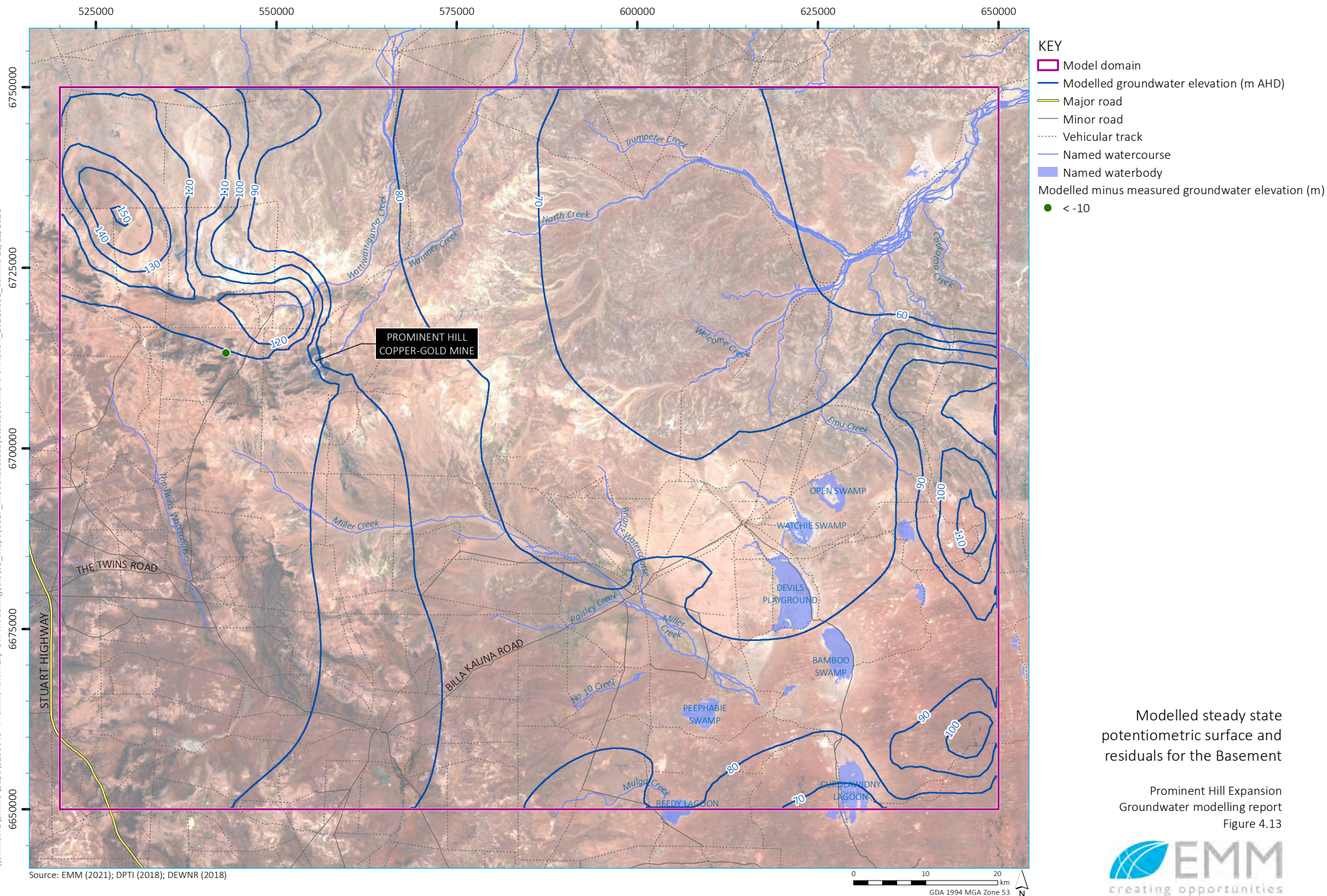
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\\emmsrv1\EMM3\2020\200649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\G026_ModelledSteadyStateLowerBoorthannaFormation_20210914_05.mxd 21/12/2021



\\emmsvr1\EMM3\2020\SZ00649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\G027_ModelledSteadyStateBase mentFormation_20210831_03.mxd 21/12/2021



A scatter plot of modelled against measured hydraulic head data for the complete history-match dataset is presented in Figure 4.14. Data points are presented at 90% transparency to allow for greater clarity in the presentation of data density, given the large amount of data.

The majority of the data are shown above 150 mAHD in the Bulldog Shale, recorded at piezometers near the TSF and open cut pit. These are locations with a high measurement frequency, showing responses to small-scale groundwater flow processes and geotechnical issues related to TSF seepage, pumping from interception bores and the south wall cut-back following failure. As described in Section 4.1.2, these data were given a very low weighting. This is because the dynamics and spatial nature of the processes and responses are not clearly understood and therefore cannot be accurately simulated and nor are they expected to greatly influence regional scale groundwater impacts. Despite this the modelled groundwater elevation is reasonable, with a lot of data both above and below the line of perfect fit. Trends are not as accurately represented, as indicated by the flat line of data points around modelled elevation of 200 mAHD.

Bores in the Cadna-owie Formation largely return modelled groundwater elevations below measured. These are from the deep piezometer measurements, suggesting insufficient downward flux from TSF seepage into the Cadna-owie Formation. Wick drains installed following the south wall failure were designed to connect the Bulldog Shale to the underlying Cadna-owie Formation, which could dissipate pressure build up from seepage more readily than the Bulldog Shale. This connection would lower heads in the Shale but raise heads in the Cadna-owie Formation. The model does not attempt to simulate these discrete enhanced connections, which could explain the model's prediction of heads in the Cadna-owie Formation, between the TSF and pit, being lower than measured. Other bores in this HSU return a better match to measured groundwater levels, though this is difficult to see on the scatter plot.

The majority of data below 100 mAHD are in the Upper Boorthanna Formation (approximately 19,000 measurements), with slightly over 1,100 measurements in deeper HSUs. These data plot close to the line of perfect fit, consistent with the weighting scheme prioritising steady state heads and head-change targets.

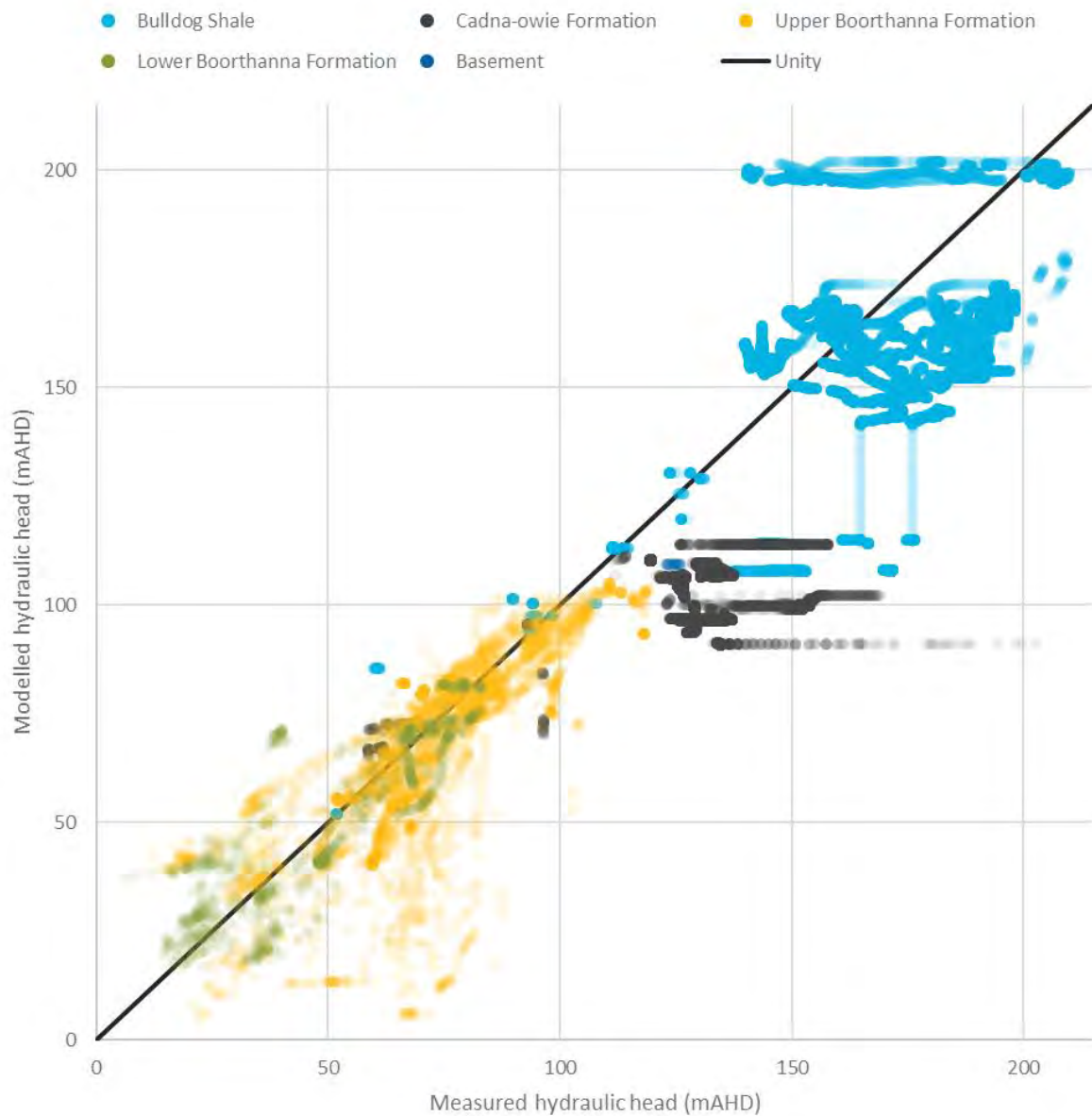


Figure 4.14 Scatter plot of transient hydraulic head

Selected hydrographs showing modelled and measured hydraulic head are presented in Figure 4.15, with the full set of history-matching hydrographs presented in Appendix B. The chosen bores represent four primary groups of monitoring:

- Aries borefield (Aries-AG and Aries-Q);
- compliance bores (RMS-2 and VMD-2);
- piezometers near the TSF (P006-FBS and P006-CSS); and
- pastoral bores (No. 6 Monwell-S and No. 6 Monwell-D).

The location of these bores is presented in Figure 4.16.

Monitoring bores in the Aries borefield generally return a good match to measured data, as the highly parameterised approach with the assigned target weighting scheme prioritises matching stress responses in this area of the model. Drawdown from groundwater abstraction from the Boorthanna Formation represents the largest spatial impact in the model, and as such it is important to achieve a good match to these measured data. This is identified for both Aries-AG and Aries-Q.

Compliance bores (identified by the suffix -MS or -MD, for Monitoring Shallow or Monitoring Deep respectively) have been installed for monitoring within the Aries and Virgo borefields, as well as regionally. RMS-2 represents a regional shallow monitoring location to the south of the Aries borefield. The measured data show some variability, suggested by OZL (2017) to be due to variable climatic inputs, but do not show signs of long-term decline due to groundwater abstraction from the Aries borefield; this stable trend is replicated by the model. As described in Section 3.5.2, variable climatic inputs are not simulated in the model, and as such the variance observed at RMS-2 cannot be replicated by the model. VMD-2 is in the Virgo borefield, and shows a clear response to abstraction in both the measured and modelled data. Both of the bores show a good match to absolute groundwater levels, and VMD-2 shows a good match to temporal responses to operation of the Virgo borefield early in the mine life, followed by subsequent recovery now that the Virgo Borefield is no longer used for a water supply.

As shown in Figure 4.14, modelled groundwater elevations in piezometers around the TSF and open cut pit show a generally fair agreement to measured data, with some clearly poor matches to absolute levels or trends. Shallow and deep monitoring at P006 was selected to show the comparison of reasonable and poor matches. In the shallower Bulldog Shale (P006-FBS), there is good match to absolute groundwater level later in the history-matching period, but early time pressure increase from TSF seepage is not fully achieved in the model. Deeper in the Cadna-owie Formation (P006-CSS), groundwater pressure increase from TSF seepage at surface is not achieved. This is apparent for most piezometers installed in the Cadna-owie Formation near the TSF (refer Figure 4.14) and, as discussed earlier, may be due to not representing the enhanced connection between the Bulldog Shale and Cadna-owie Formation induced by the wick drains. This mismatch is the primary contributing factor to the unweighted transient SRMS of 13.5% (refer Section 4.2.1) Due to the Bulldog Shale being dry across the majority of the model domain it was not considered as important to match these local dynamics when the modelling objective is making predictions to support regional environmental impact assessment.

As discussed in Section 4.1.2, pastoral bores were given a high weighting in the history-matching process in order for PEST to suitably prioritise obtaining good performance at these locations. No. 6 Monwell is located in the southern area of the Aries borefield, and has separate boreholes screened in the Cadna-owie Formation (No. 6 Monwell-S) and the Upper Boorthanna Formation (No. 6 Monwell-D). Measured groundwater data show a response in the Boorthanna Formation to pumping from the Aries borefield, and no response in the shallower Cadna-owie Formation. Model history-matching employed head-change targets at these bores with the highest weighting per data point of all transient data (refer Section 4.1.2). The model simulates a typically good match to absolute and temporal changes in groundwater level at pastoral monitoring bores across multiple HSUs. No. 6 Monwell-D shows one of the poorest matches to pastoral bores, overestimating drawdown by approximately 10 m at the end of the history-matching period.

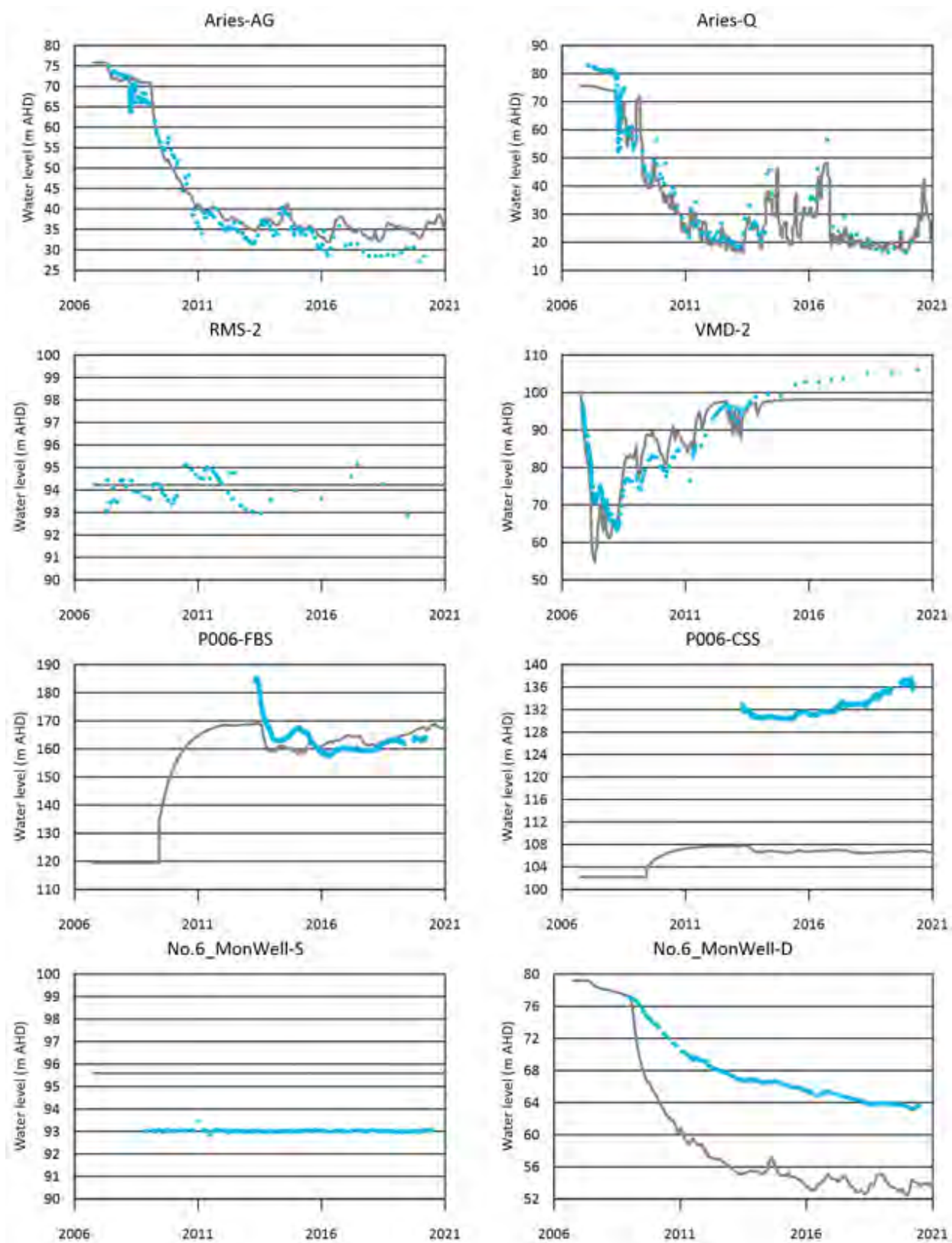
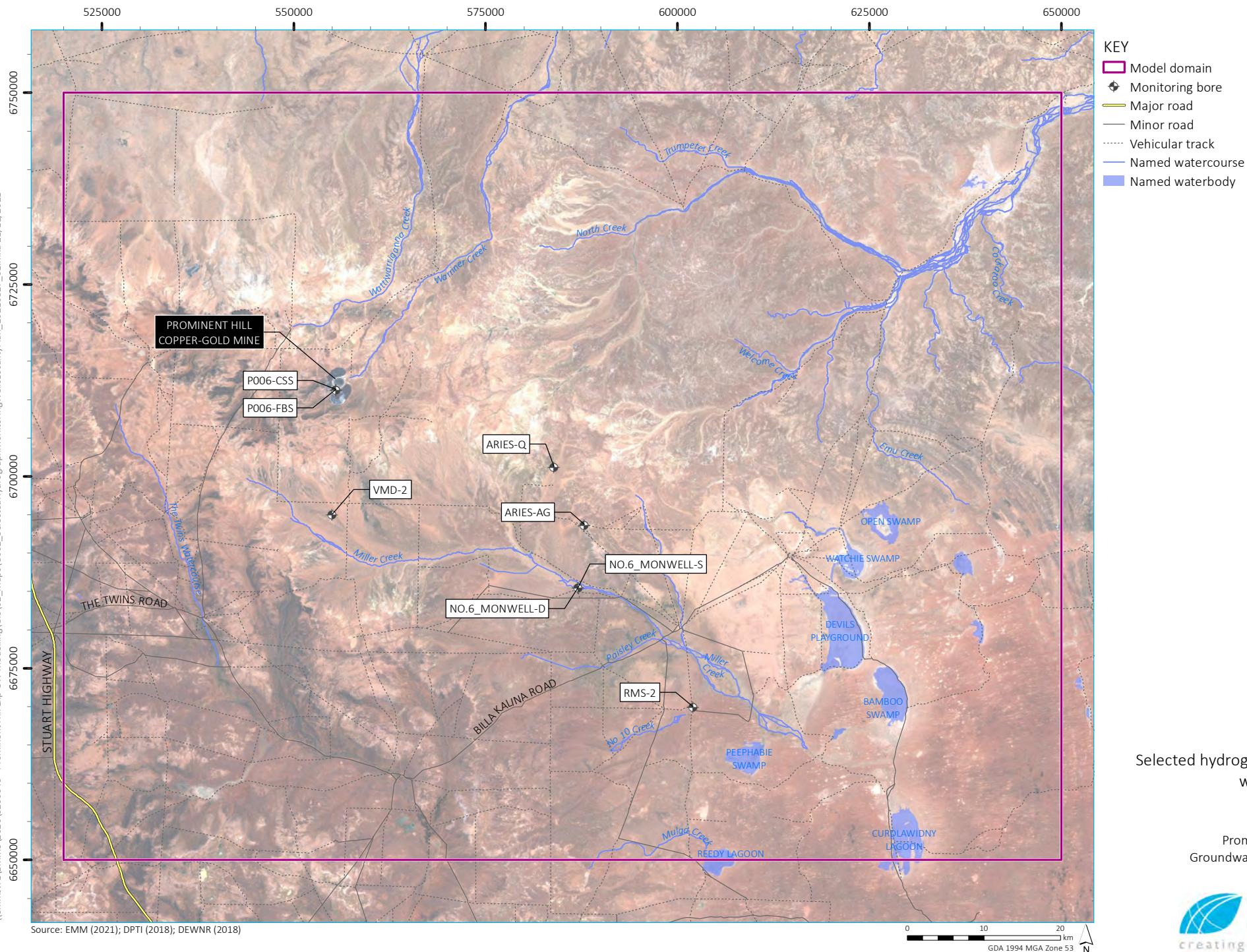


Figure 4.15 Selected modelled and measured hydrographs over the history-matching period

\\emmsvr1\EMM3\2020\SZ00649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\G062_SelectedHydrographMonitoringWellsLocalityPlan_20210827_01.mxd 21/12/2021



Selected hydrograph monitoring wells locality plan

Prominent Hill Expansion
Groundwater modelling report
Figure 4.16

4.2.3 Water balance

Table 4.2 presents the modelled water balance for pre-mining steady state and averaged over selected years through the history-matching period. Corresponding transient time series are illustrated in Figure 4.17. Recharge and regional throughflow provide the largest fluxes in the pre-mining steady state stress period, with a comparatively minor flux out of the model domain via evapotranspiration. These fluxes show some variation during mining, with additional net throughflow induced of approximately 2.5 ML/d.

Mining activities dwarf the modelled background fluxes, with abstraction from bores providing the largest non-storage flux in the model following commissioning of the Aries borefield in 2009. Mine inflows via DRN cells show the largest fluxes in January of each year, due to the annually staged mine plan and high boundary condition conductance. It is thus appropriate to refer to mine drainage fluxes averaged over a year as per Table 4.2. TSF seepage is simulated to have largest flux to the groundwater system at the commencement of deposition in February 2009 at just over 3 ML/d, stabilising to slightly over 0.8 ML/d at the end of history-matching.

The modelled water balance error is low, with maximum error not exceeding 1% for any of the model stress periods. This indicates good numerical performance of the model and is consistent with best practice guidance (Barnett et al 2012).

Table 4.2 Modelled water balance at selected times

	Steady state		2010 average		2015 average		2020 average	
	In (ML/d)	Out (ML/d)	In (ML/d)	Out (ML/d)	In (ML/d)	Out (ML/d)	In (ML/d)	Out (ML/d)
Regional throughflow	3.66	5.88	4.27	5.60	5.10	5.04	5.22	4.96
Recharge	3.56	-	3.56	-	3.56	-	3.56	-
Evapotranspiration	-	1.35	-	1.34	-	1.32	-	1.30
Mine drainage	-	0.00	-	0.42	-	0.48	-	0.48
Abstraction from bores	-	0.00	-	16.11	-	16.13	-	13.32
TSF seepage	0.00	-	1.12	-	0.92	-	0.86	-
Storage	0.00	0.00	16.13	1.72	14.74	1.36	12.92	2.48
Total	7.22	7.23	25.15	25.20	24.32	24.32	22.56	22.55
Water balance error	0.06%		0.20%		0.01%		0.06%	

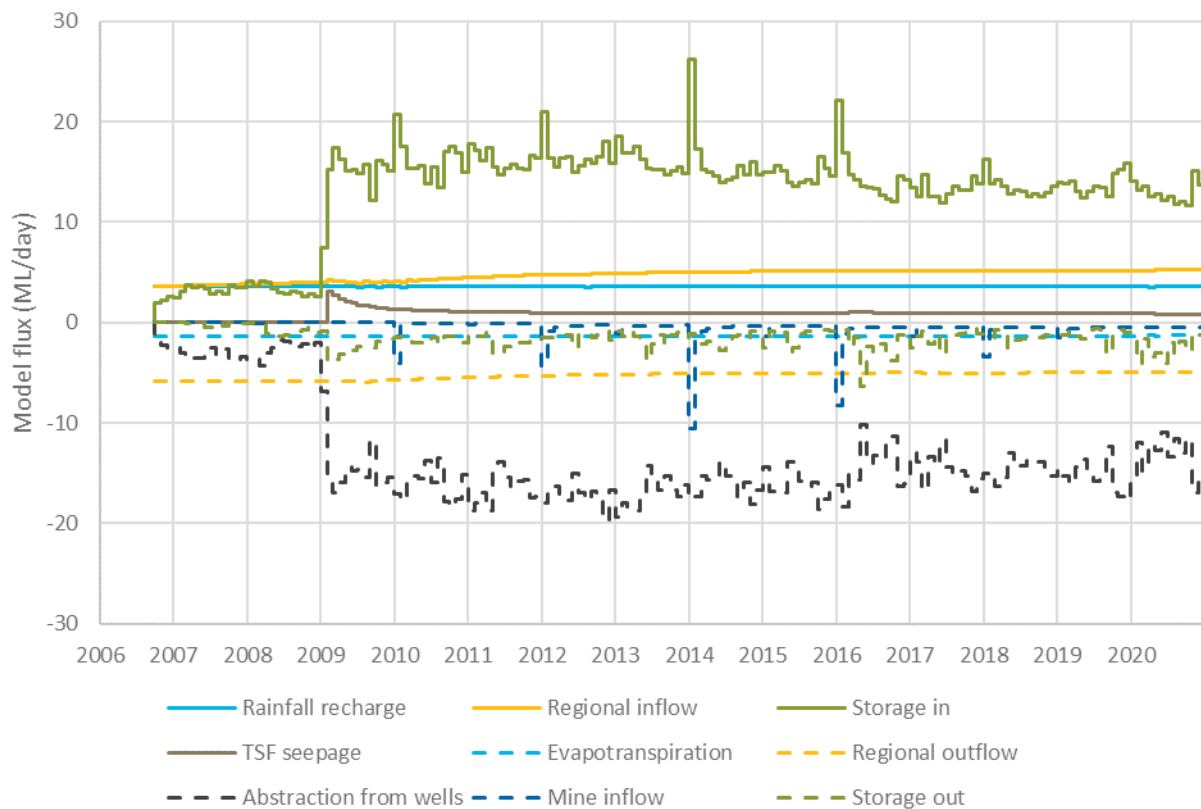


Figure 4.17 Modelled transient water balance over the history-matching period

In addition to the hydraulic head-based targets, the modelled flux from the general head boundary condition used to represent the TSF was checked to ensure seepage was not greater than groundwater abstraction from the Aries borefield (ie the source of water in the deposited tailings). Figure 4.18 presents time series of modelled fluxes for the Aries borefield and TSF over the history-matching period. It can be seen that modelled TSF seepage does not exceed groundwater abstraction at any time. This was achieved through limiting the conductance of the GHB cells representing the TSF (refer Section 3.5.4) such that the initial time step following activation did not induce seepage losses to the aquifer inconsistent with the conceptual site water balance.

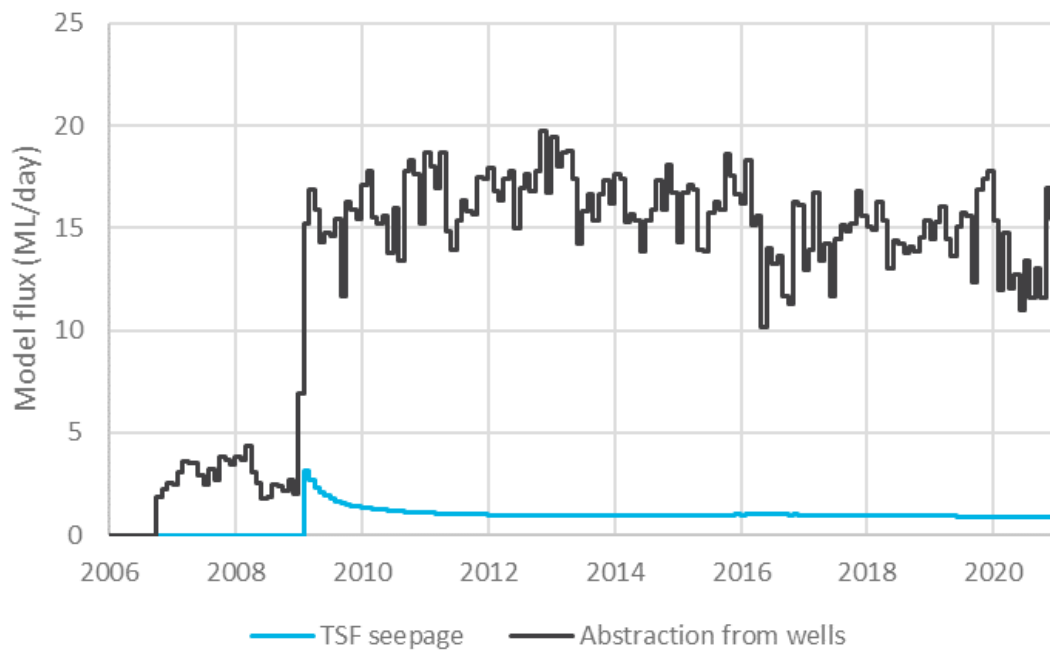


Figure 4.18 Modelled Aries borefield abstraction and TSF seepage over the history-matching period

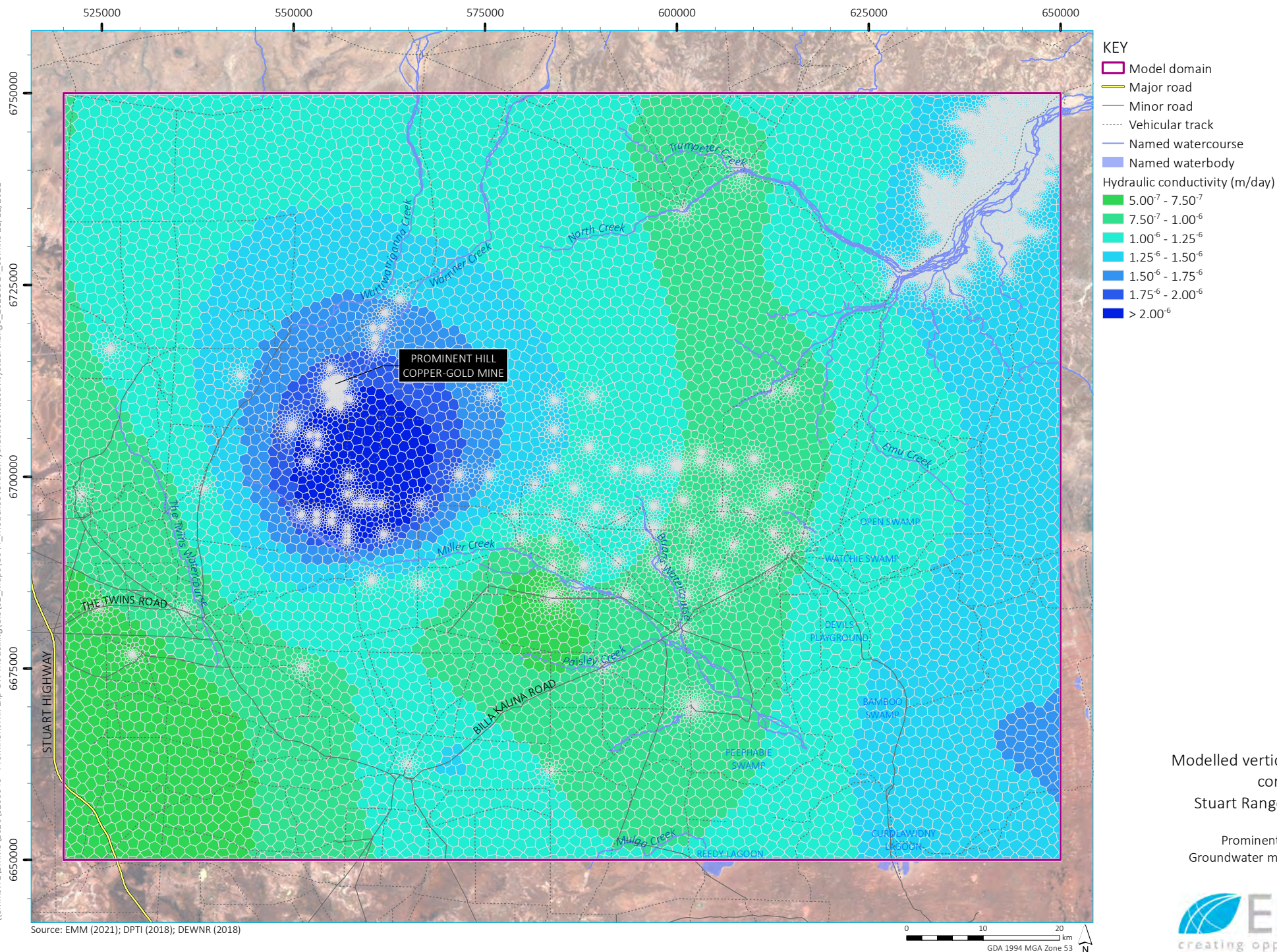
4.3 Calibrated hydraulic properties

A summary of modelled hydraulic properties resulting from the history-matching process, that are subsequently adopted as “base case” parameters, is presented in Table 4.3. Horizontal and vertical hydraulic conductivity, specific yield and specific storage were estimated from previous studies (refer Table 2.3) and varied for all HSUs. These were implemented as uniform values within each HSU, with the exception of vertical conductivity of the Stuart Range Formation and horizontal hydraulic conductivity of the Upper and Lower Boorthanna Formation, as discussed in Section 4.1.3. Distributions of spatially variable parameters calibrated using pilot points are presented in Figure 4.19 to Figure 4.21.

Table 4.3 Modelled aquifer properties

Unit	Kh (m/d)	Kv (m/d)	Sy (%)	Ss (1/m)
	Min – max, mean	Min – max, mean		
Bulldog Shale	0.1	6.06×10^{-7}	0.37	9.08×10^{-7}
Cadna-owie Formation	1.48	2.34×10^{-2}	0.96	9.05×10^{-7}
Stuart Range Formation	2.90×10^{-4}	5.03×10^{-7} to 3.28×10^{-6} , 1.46×10^{-6}	0.99	1.08×10^{-6}
Upper Boorthanna Formation	0.14 to 0.57, 0.22	1.00×10^{-4}	0.94	8.63×10^{-7}
Lower Boorthanna Formation	0.14 to 1.38, 0.76	1.00×10^{-4}	1.22	8.18×10^{-7}
Basement	7.95×10^{-5}	2.68×10^{-5}	0.82	9.91×10^{-7}

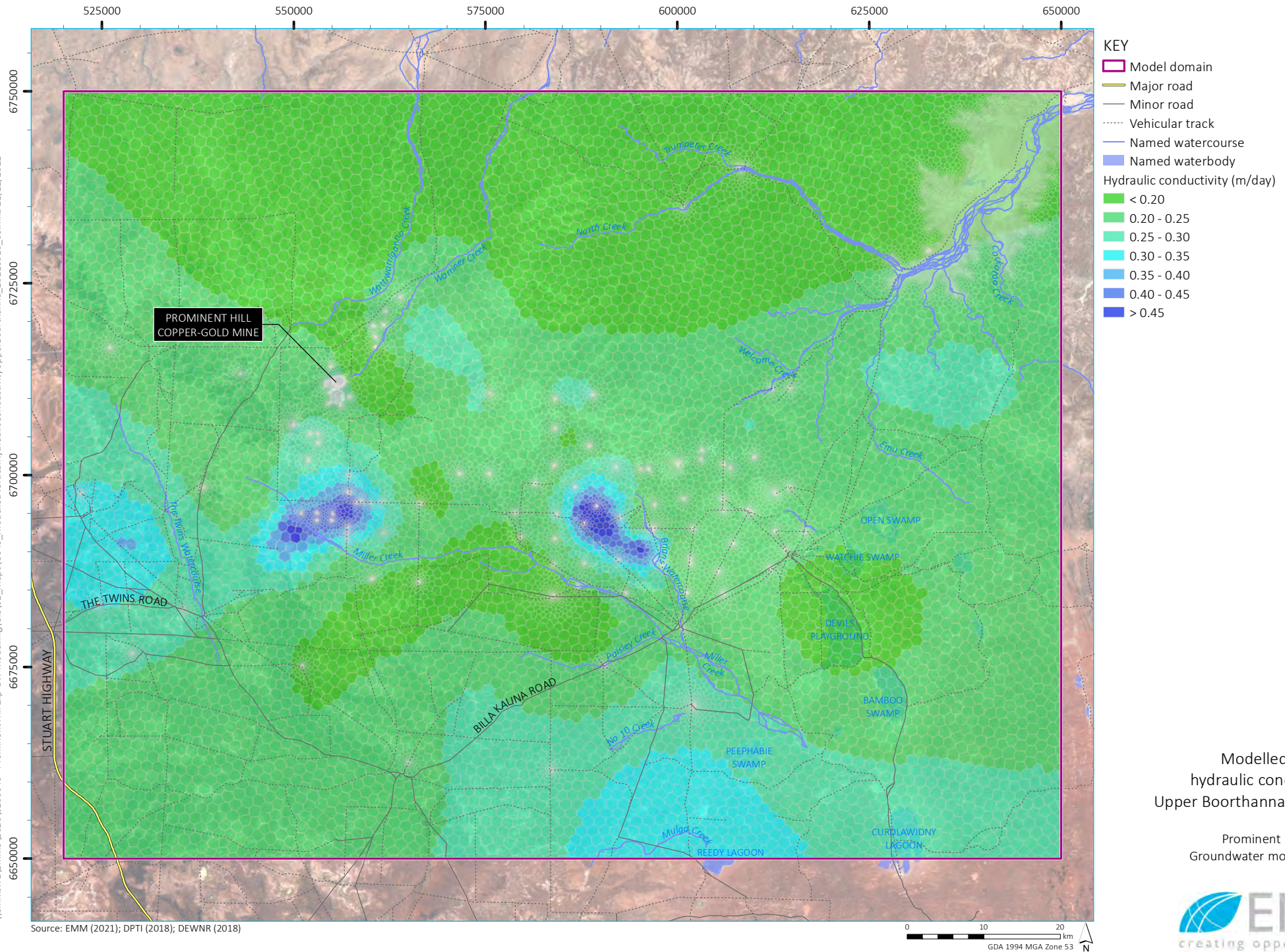
\\emmsvr1\EMM3\2020\200649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\G044_ModelledVerticalHydraulicConductivity\StuartRange_20210914_03.mxd 21/12/2021



Modelled vertical hydraulic conductivity of Stuart Range Formation

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Groundwater modelling report
Figure 4.19

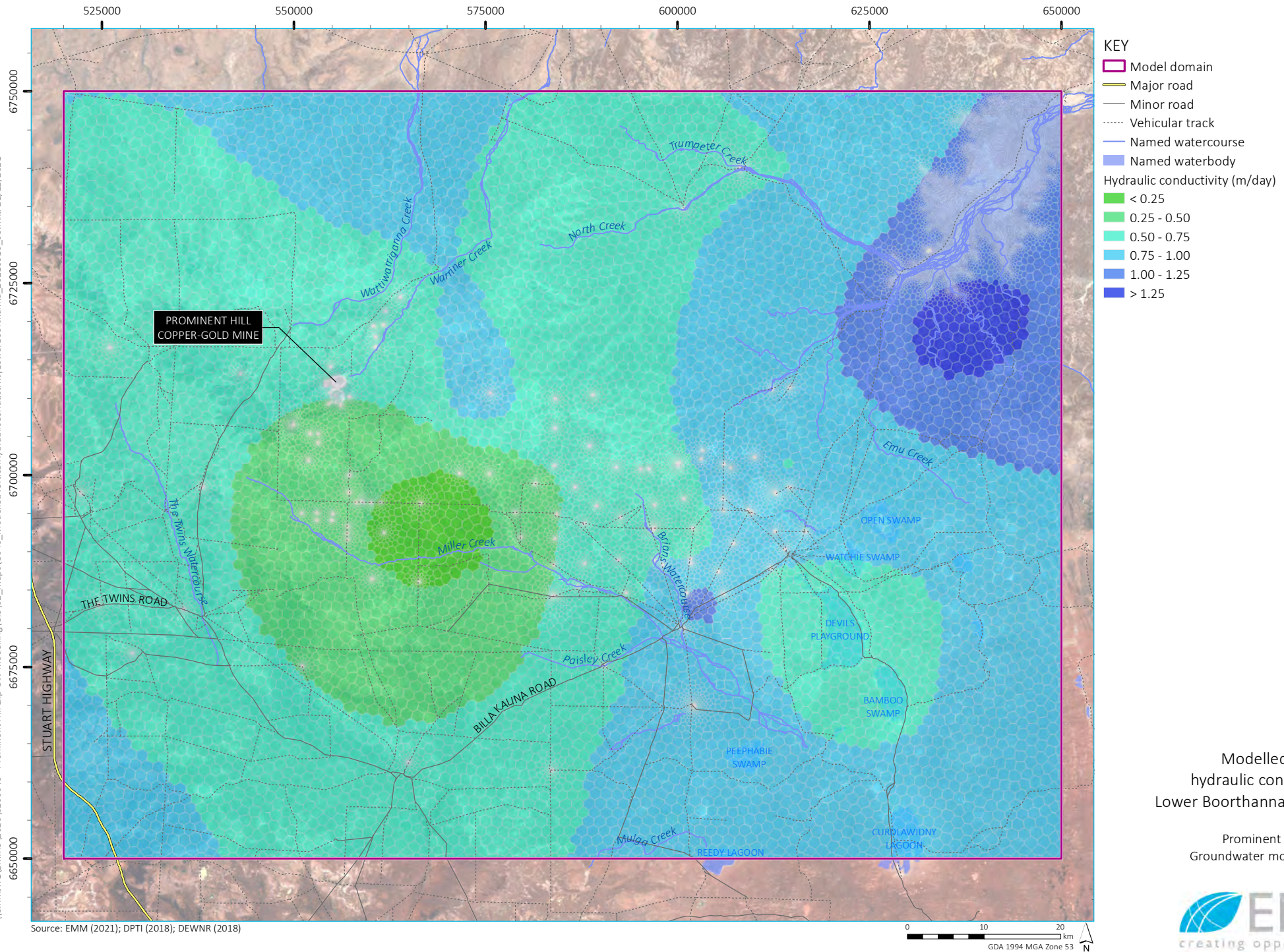
\\emmsvr1\EMM3\2020\0\S200649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\G045_ModelledVerticalHydraulicConductivityUpperBoorthanna_20210916_03.mxd 21/12/2021



Modelled horizontal
hydraulic conductivity of
Upper Boorthanna Formation

Prominent Hill Expansion
Groundwater modelling report
Figure 4.20

\\emmsrv1\EMM3\2020\SZ00649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\G046_ModelledVerticalHydraulicConductivity\LowerBoorthanna_20210916_03.mxd 21/12/2021



Modelled horizontal
hydraulic conductivity of
Lower Boorthanna Formation

Prominent Hill Expansion
Groundwater modelling report
Figure 4.21

4.4 Sensitivity

Following selection of a base case set of history-matched parameter values, PEST was run with the number of optimisation iterations set to -1, to calculate the Jacobian matrix and parameter sensitivities. The calculated relative composite sensitivities of the model input parameters are shown in Figure 4.22, calculated using hydraulic head targets discussed in Section 4.1.2. The parameters analysed include:

- horizontal and vertical hydraulic conductivity of all uniform HSU zones (Kh and Kv respectively);
- horizontal and vertical hydraulic conductivity pilot points (Kh and Kv respectively);
- specific storage and specific yield of all HSU zones (Ss and Sy respectively); and
- conductance of the GHB cells representing the TSF.

The sensitivity of each parameter is related to its influence on model performance against measured data. Higher values (ie higher sensitivity) suggest that the parameter has a larger influence on history-matching performance, and may be better constrained. Parameters with a sensitivity close to 0 have a small influence on history-matching performance and are less constrained. The parameters exhibiting the largest sensitivity are primarily horizontal hydraulic conductivities; with each of the HSUs above the Boorthanna Formation exhibiting sensitivity above 0.001, as well as several pilot points. The largest sensitivity is a vertical hydraulic conductivity pilot point in the Stuart Range Formation, located north of the Aries borefield.

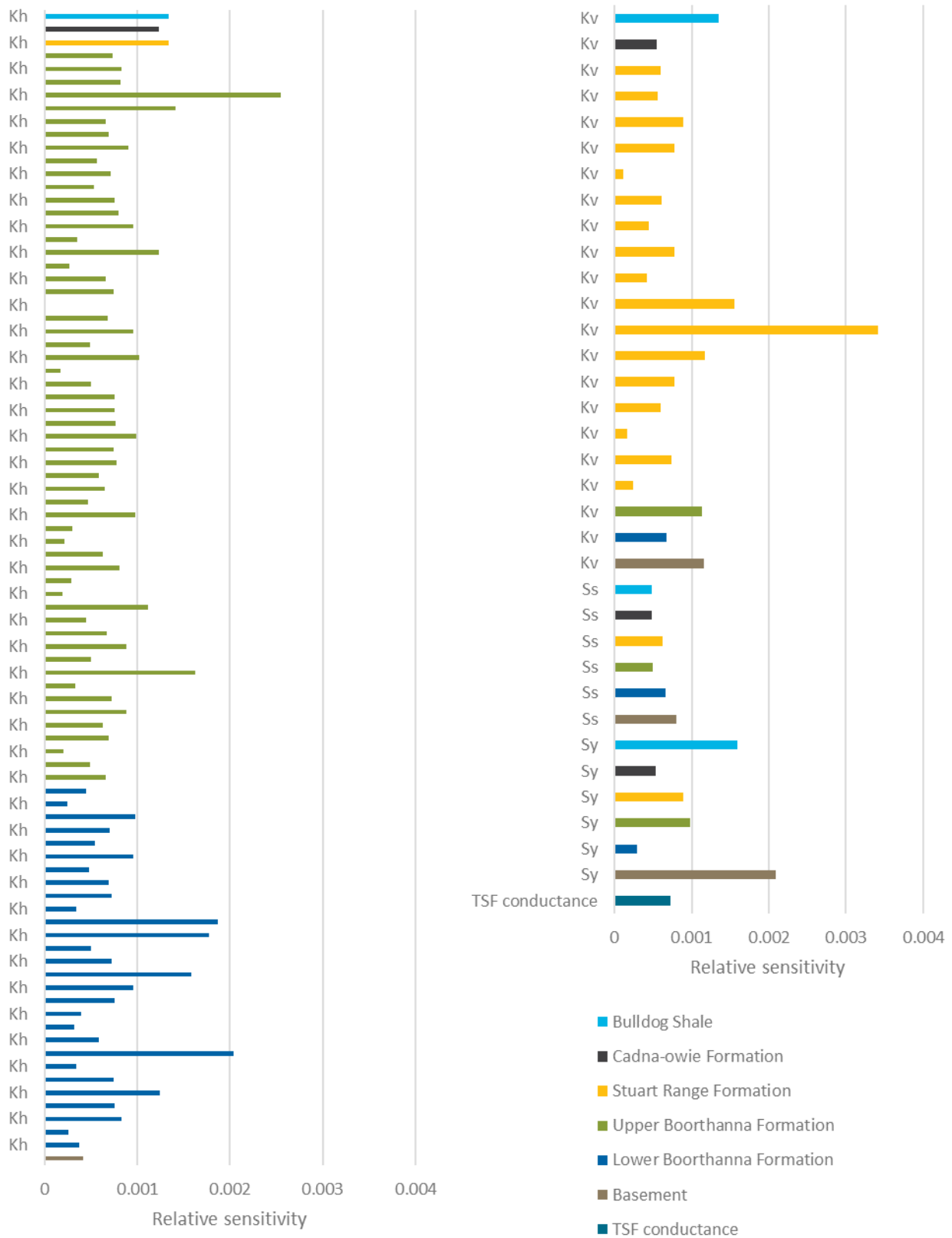


Figure 4.22 Relative composite sensitivity of parameters following history-matching

5 Predictive modelling

5.1 Overview

As described in Section 3.5.4, four predictive model scenarios were developed representing the LOM and PHOX mine plans, with groundwater abstraction from the Aries borefield to meet anticipated and elevated mine water demands. Predictions were referenced against modelled steady state pre-mining conditions to quantify predicted impacts of mining activities. This report summarises modelled effects of mining including water balance, spatial and temporal drawdown in primary aquifers and at sites of interest.

5.2 Water balance

The model-predicted water balance for the LOM 20 ML/d abstraction scenario from the start of history-matching through to 2048 is shown in Figure 5.1, showing the modelled fluxes in the years immediately following mining. The water balance for all scenarios is identical up to the start of 2021, as this is the history-matching period (refer Figure 4.17). Fluxes are relatively consistent through the remainder of the mine plan, with a constant groundwater abstraction rate and annual progression of the underground mine through very low permeability basement material.

Modelled water balances for the PHOX 20 ML/d abstraction, LOM 10 ML/d abstraction and PHOX 12 ML/d abstraction scenarios are presented in Figure 5.2 to Figure 5.4, respectively. The axes have been kept consistent to allow for visual comparison between scenarios. Groundwater abstraction is the largest modelled flux for all scenarios, and is the clearest identifier of each model scenario with the applied rates and durations as discussed in Section 3.5.4. The post-mining periods show a cessation of active mine fluxes and gradual changes consistent with the applied model design for the open cut pit. This stage of the model is further discussed in Section 5.3.4.

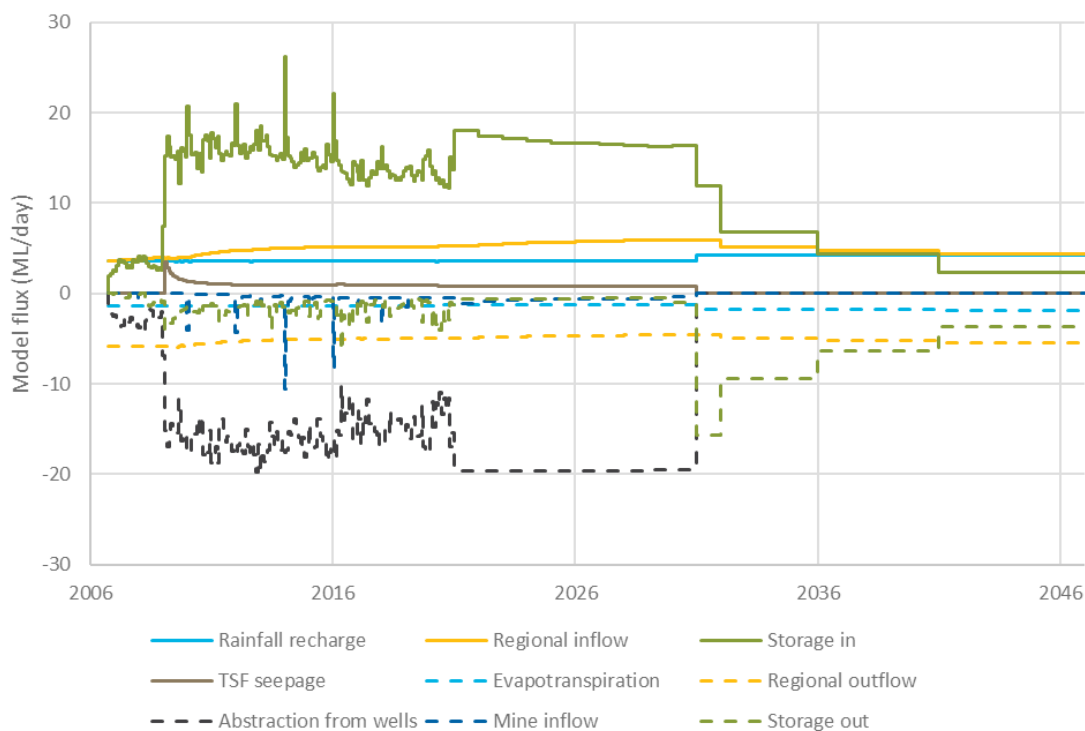


Figure 5.1 LOM 20 ML/d abstraction modelled water balance

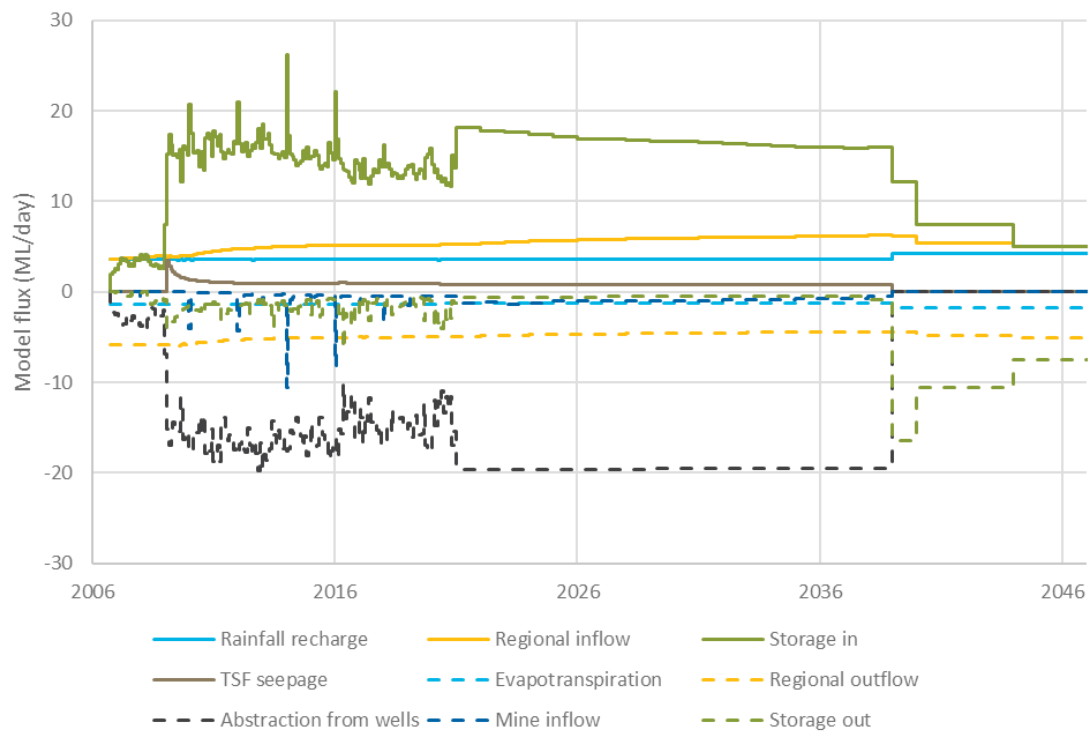


Figure 5.2 PHOX 20 ML/d abstraction modelled water balance

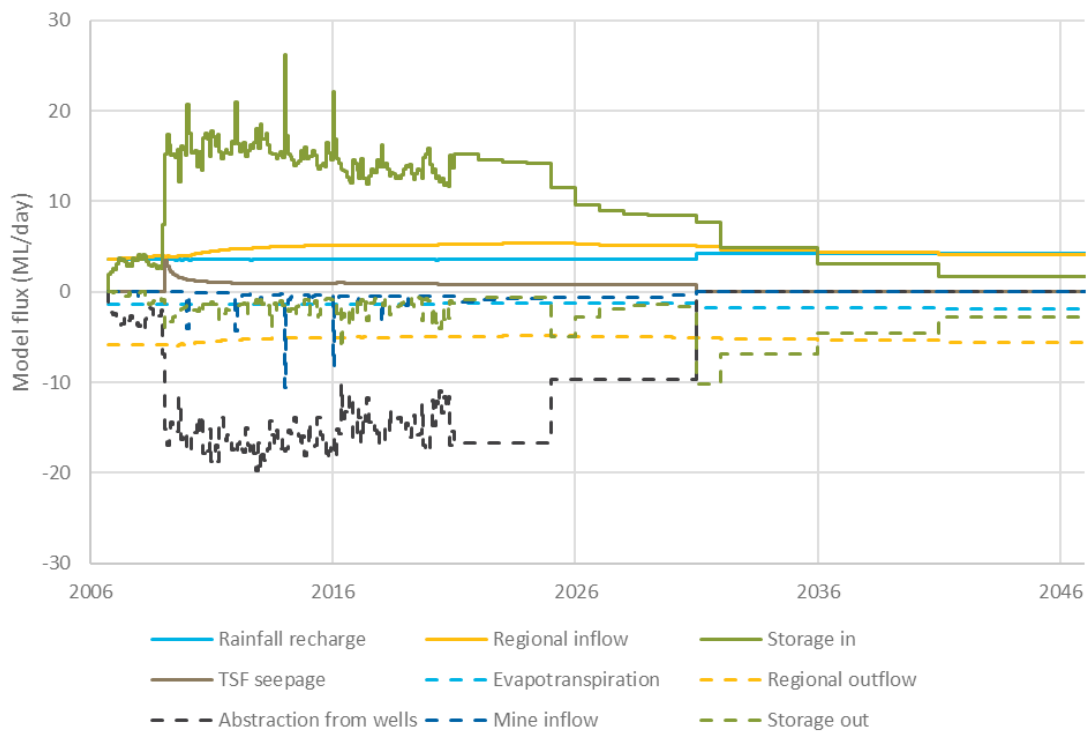


Figure 5.3 LOM 10 ML/d abstraction modelled water balance

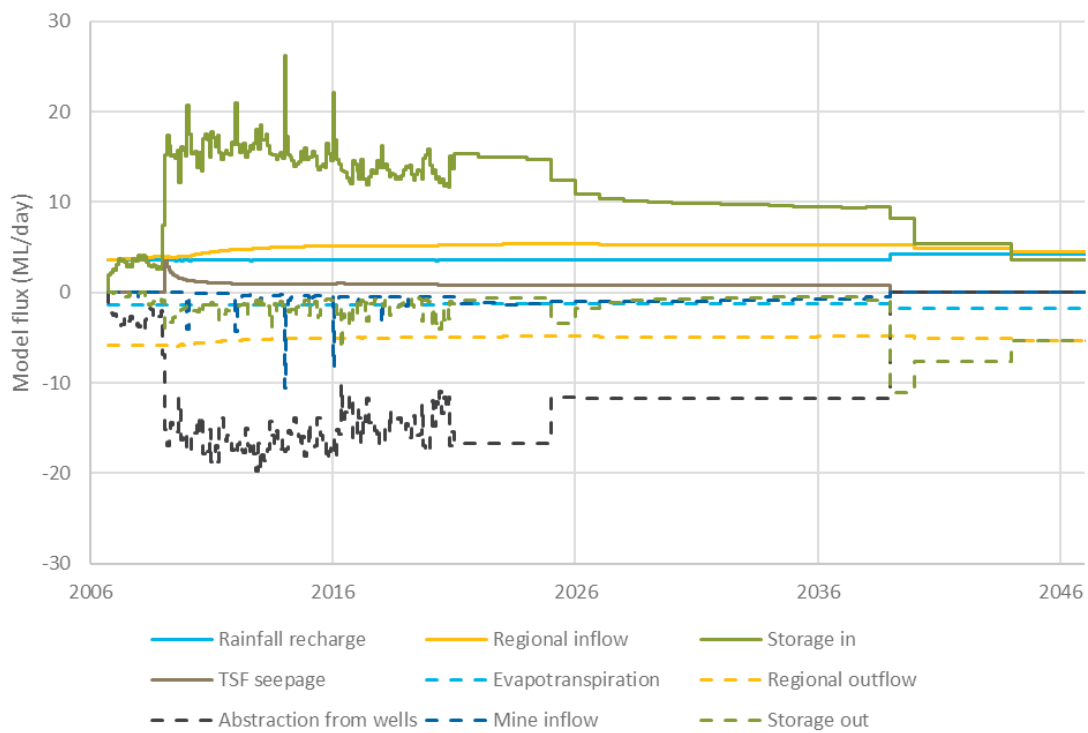


Figure 5.4 PHOX 12 ML/d abstraction modelled water balance

Modelled fluxes at the end of mining (averaged over the final mine year) are presented for each of the scenarios in Table 5.1. As per the temporal plots (Figure 5.1 to Figure 5.4), and consistent with the history-matching period (Table 4.2), at the end of mining, mining-related fluxes dominate the modelled water balance. Abstraction from bores remains the largest non-storage flux for all scenarios, though it should be noted that the modelled borefield underperforms by 0.3 to 0.5 ML/d depending on assigned abstraction rate. This is not considered an issue for two reasons. Firstly, the borefield is known to be able to deliver over 19 ML/d and does so in the 20 ML/d scenarios. Therefore, the minor makeup to meet the 10 ML/d and 12 ML/d demands could be achieved by additional abstraction from bores that are simulated to be deactivated as a result of the borefield operational protocol. Secondly, overestimation of drawdown at production bores means predictions are more likely to be conservative for the purpose of predictive drawdown impacts at pastoral bores and GAB springs.

Mine inflows via DRN cells are consistent for the LOM and PHOX mine plans, suggesting negligible hydraulic connection between the mine and Aries borefield, as expected. As identified in the history-matching period, regional throughflow and evapotranspiration fluxes are predicted to change in response to mining activities, with a net increase in regional throughflow and decrease in evapotranspiration. This is due to groundwater level drawdown, though as discussed further in Section 5.3.2 this is not expected to interfere with the GAB springs in the north-east of the model domain.

As per the history-matching period the modelled water balance error is low, with maximum error not exceeding 1% for any of the model scenarios.

Table 5.1 **Modelled water balance at end of mining (LOM January 2031, PHOX January 2039)**

	LOM 20 ML/d abstraction		PHOX 20 ML/d abstraction		LOM 10 ML/d abstraction		PHOX 12 ML/d abstraction	
	In (ML/d)	Out (ML/d)	In (ML/d)	Out (ML/d)	In (ML/d)	Out (ML/d)	In (ML/d)	Out (ML/d)
Regional throughflow	5.94	4.56	6.23	4.39	5.08	5.01	5.34	4.86
Recharge	3.56	-	3.56	-	3.56	-	3.56	-
Evapo-transpiration	-	1.28	-	1.26	-	1.28	-	1.27
Mine drainage	-	0.30	-	0.48	-	0.30	-	0.48
Abstraction from bores	-	19.56	-	19.52	-	9.69	-	11.67
TSF seepage	0.80	-	0.78	-	0.80	-	0.78	-
Storage	16.35	0.93	15.99	0.90	8.45	1.59	9.52	0.90
Total	26.65	26.63	26.57	26.54	17.89	17.87	19.20	19.17
Water balance error	0.09%		0.11%		0.14%		0.15%	

5.3 Drawdown related effects

5.3.1 Overview

Drawdown is predicted to occur following depressurisation related to mining excavations and groundwater abstraction from continued operation of the Aries borefield. Groundwater level mounding is predicted to occur due to TSF seepage. The groundwater model has been used to predict the following:

- drawdown/mounding in key HSUs that form regional aquifers:
 - watertable;
 - Cadna-owie Formation;
 - Upper Boorthanna Formation; and
 - Lower Boorthanna Formation;
- drawdown hydrographs at select monitoring bores.

The four model scenarios are presented sequentially for each HSU in the following order:

1. LOM 20 ML/d borefield abstraction;
2. PHOX 20 ML/d borefield abstraction;
3. LOM 10 ML/d borefield abstraction; and
4. PHOX 12 ML/d borefield abstraction.

The full set of predicted hydrographs is presented for history-matching, prediction during mining and post-mining recovery in Appendix B through Appendix D, respectively.

5.3.2 Spatial groundwater responses

i Watertable

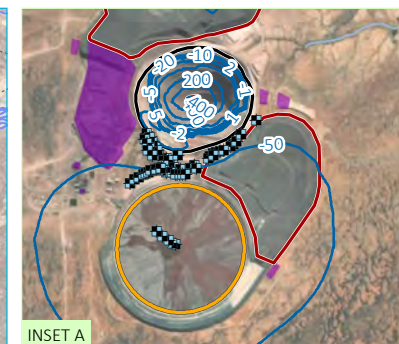
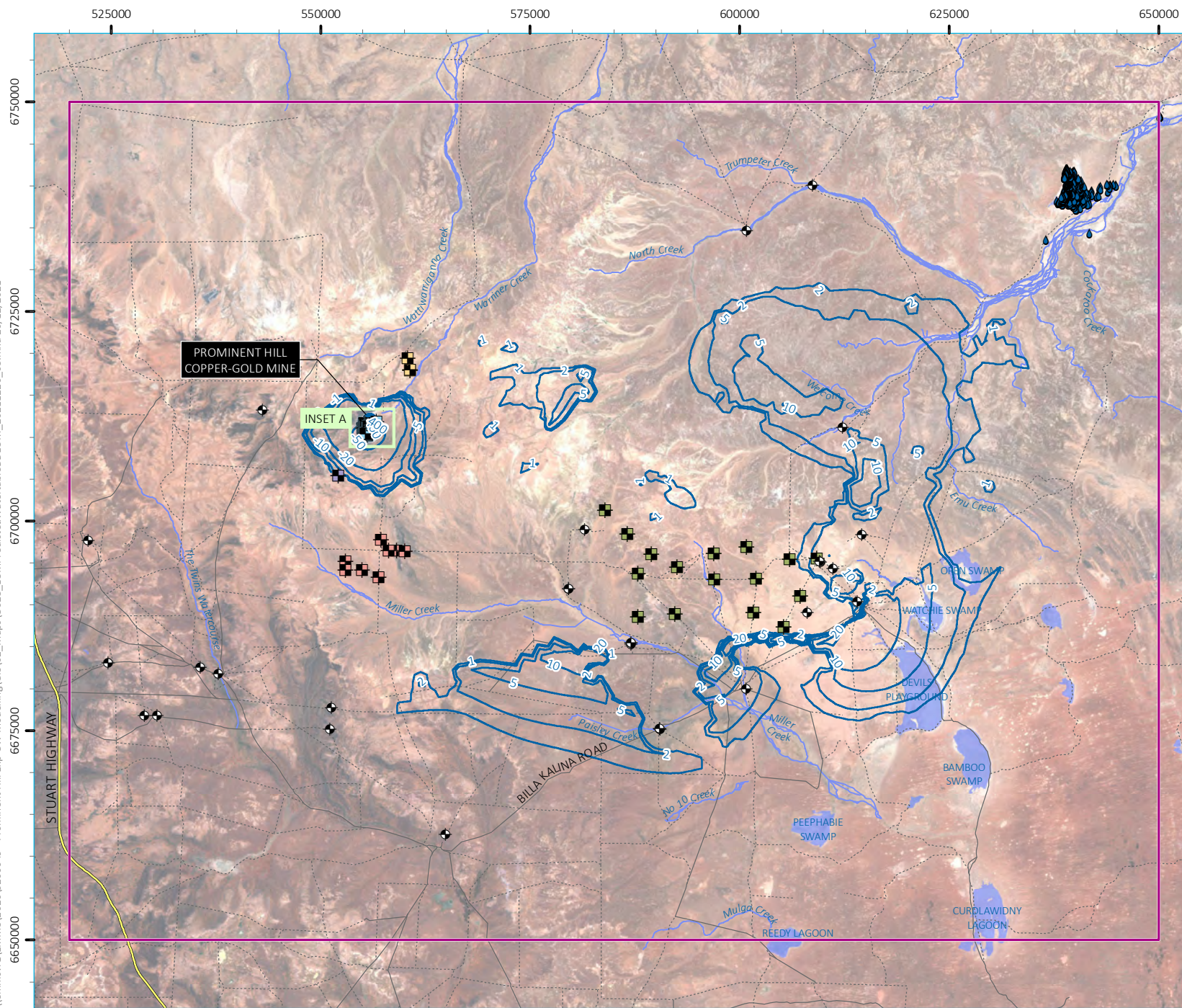
Modelled watertable drawdown and mounding contours at the end of mining for the predictive scenarios are presented in Figure 5.5 to Figure 5.8. These figures represent modelled drawdown effects on the watertable, which does not occur within a single HSU across the model domain. Additionally, mining activities may dry out or saturate individual model layers. The result is high spatial variability in modelled watertable drawdown.

Modelled drawdown across the middle and eastern part of the domain is primarily associated with the outermost effects of groundwater abstraction from the Boorthanna Formation (discussed further in Section iii). This appears to be partly due to the pre-mining watertable sitting within the Boorthanna Formation in these areas, and the simulated absence of Stuart Range Formation east of the Aries borefield allowing for upward propagation of drawdown into the Cadna-owie Formation. There is very little or no modelled watertable drawdown across the central area of the Aries borefield; a combination of the pre-mining watertable sitting above the Boorthanna Formation and low vertical permeability of the intermediary Stuart Range Formation aquitard. There are some small locations in this area showing modelled watertable drawdown of greater than 1 m, particularly resulting from the two PHOX scenarios which simulates an extended duration of groundwater abstraction compared to LOM (see Figure 5.6 and Figure 5.8).

The most significant modelled effect on the watertable immediately surrounding the mine is mounding from TSF seepage. This is relatively extensive, with the 1 m mounding contour over 8 km from the edge of the TSF at the end of mining for all scenarios. Mounding is predicted to extend into the footprint of the open cut pit. Mounding of greater than 20 m is simulated within the open cut footprint for all scenarios, with drawdown only simulated in the inner, deeper section of the pit.

At the end of mining, watertable drawdown is not predicted to reach the GAB springs. Modelling predicts a distance of over 15 km between the GAB springs and the maximum extent of the 1 m drawdown contour in all scenarios.

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KEY

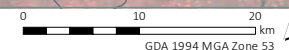
- Model domain
- Pastoral bore
- Spring (Great Artesian Basin)
- Production bore
- Aries
- Gemini
- Taurus
- Virgo
- TSF
- Modelled drawdown (m)
- Major road
- Minor road
- Vehicular track
- Named watercourse
- Named waterbody
- INSET KEY
- Stockpile
- Tailings storage facility
- Waste rock dump

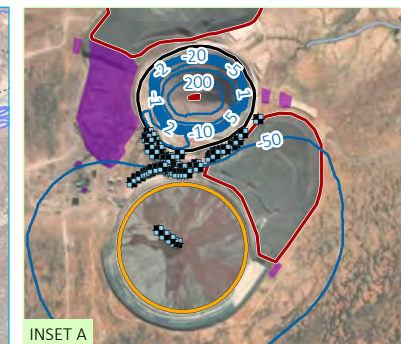
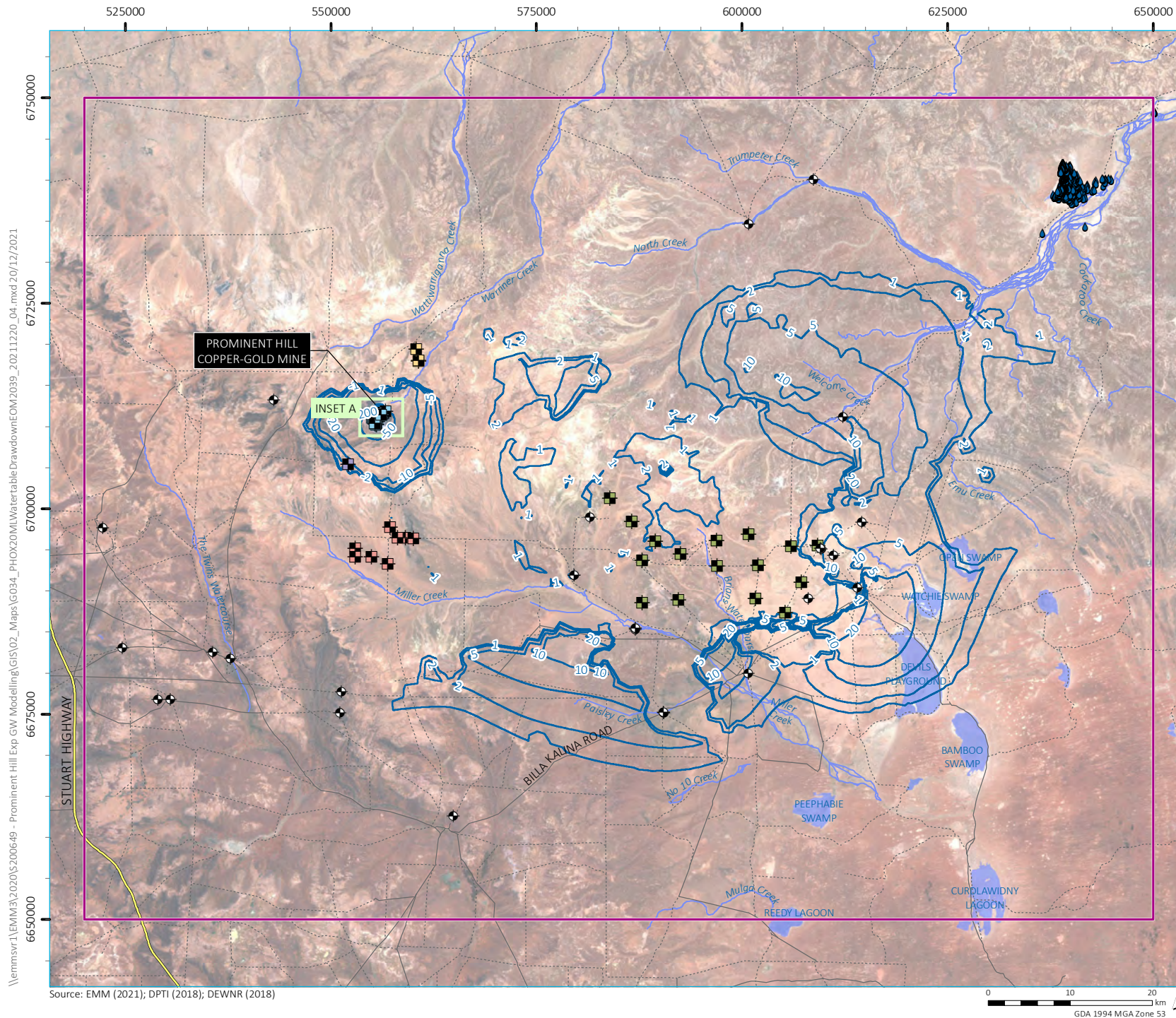
LOM 20 ML/day abstraction
predicted watertable drawdown at
end of mining (2031)

Prominent Hill Expansion
Groundwater modelling report
Figure 5.5



Source: EMM (2021); DPTI (2018); DEWNR (2018)



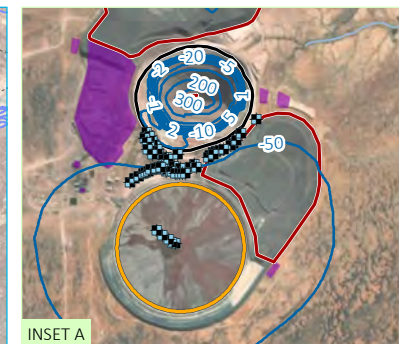
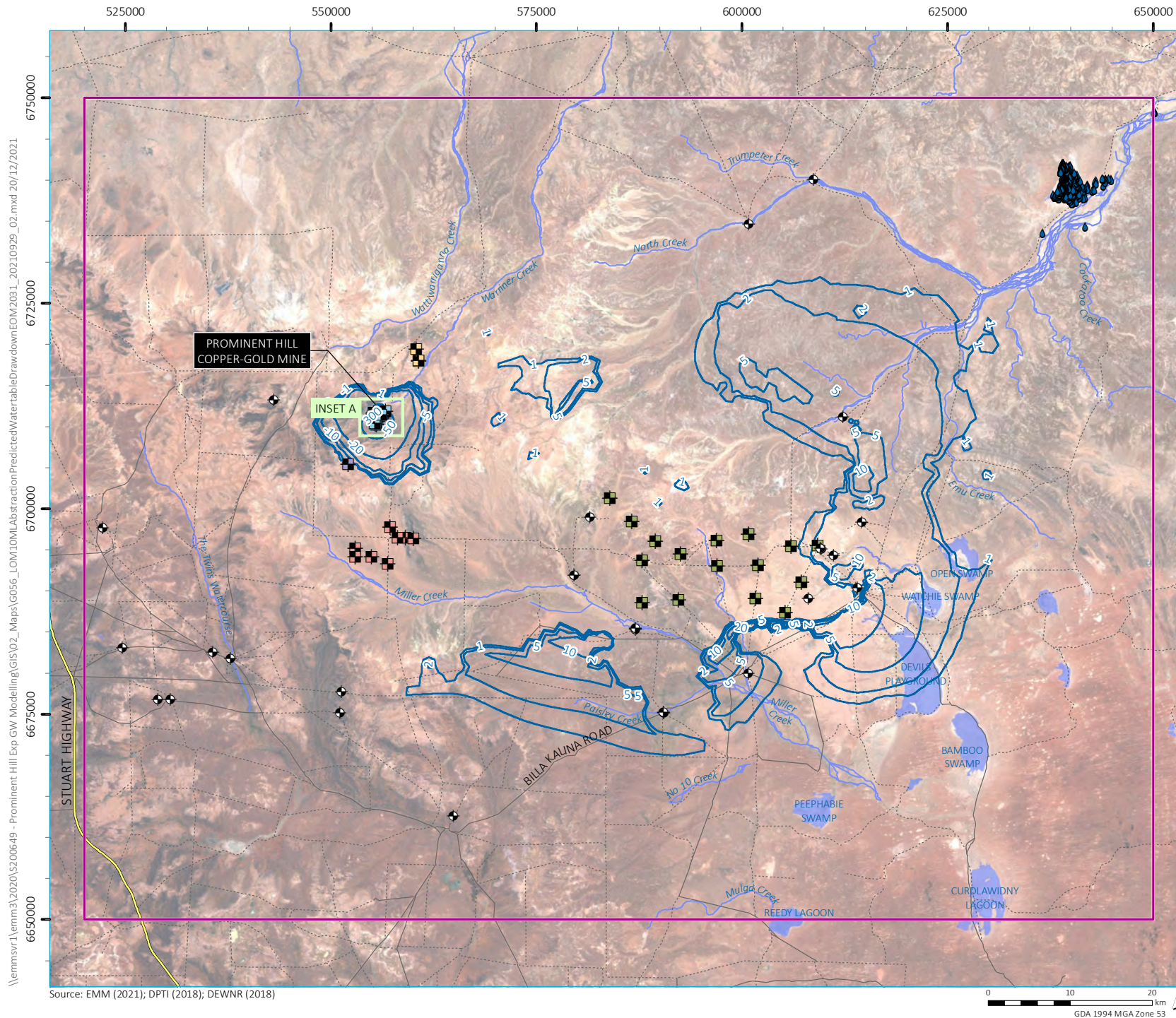


KEY

- Model domain
- Pastoral bore
- Spring (Great Artesian Basin)
- Production bore
- Aries
- Gemini
- Taurus
- Virgo
- TSF
- Modelled drawdown (m)
- Major road
- Minor road
- Vehicular track
- Named watercourse
- Named waterbody
- INSET KEY
- Stockpile
- Tailings storage facility
- Waste rock dump

PHOX 20 ML/day abstraction
predicted watertable drawdown at
end of mining (2039)

Prominent Hill Expansion
Groundwater modelling report
Figure 5.6



KEY

- Model domain
- Pastoral bore
- Spring (Great Artesian Basin)

Production bore

- Aries
- Gemini
- Taurus
- Virgo
- TSF

- Modelled drawdown (m)
- Major road
- Minor road
- Vehicular track
- Named watercourse
- Named waterbody

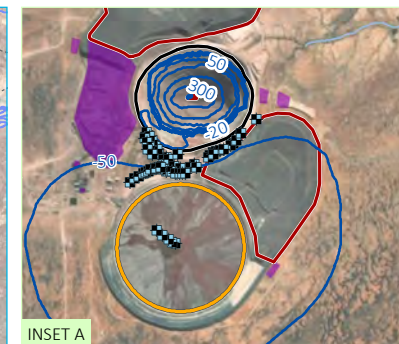
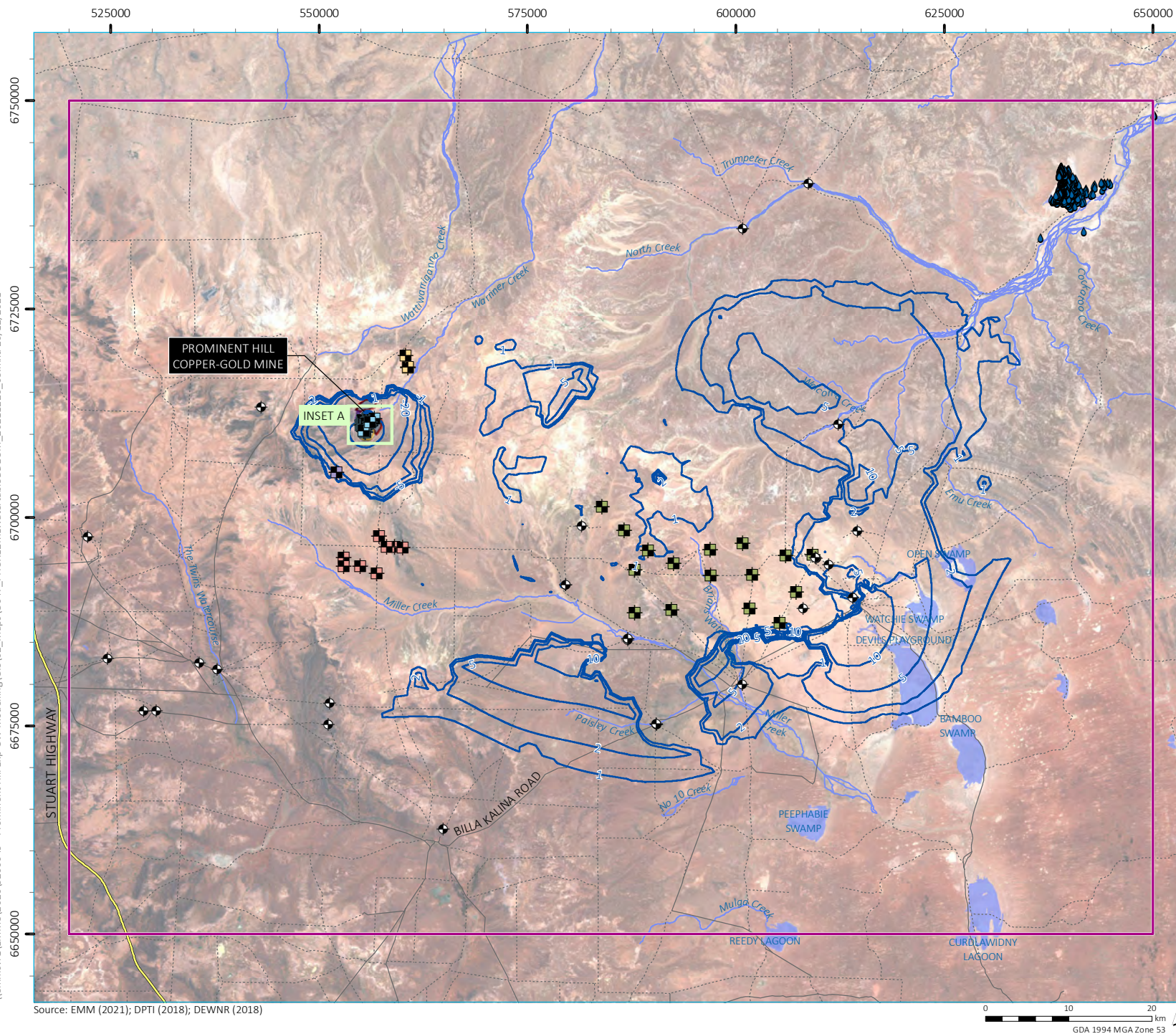
INSET KEY

- Stockpile
- Tailings storage facility
- Waste rock dump

LOM 10 ML/day abstraction
predicted watertable drawdown at
end of mining (2031)

Prominent Hill Expansion
Groundwater modelling report
Figure 5.7

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KEY

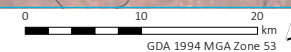
- Model domain
- Pastoral bore
- Spring (Great Artesian Basin)
- Production bore
- Aries
- Gemini
- Taurus
- Virgo
- TSF
- Modelled drawdown (m)
- Major road
- Minor road
- Vehicular track
- Named watercourse
- Named waterbody
- INSET KEY
- Stockpile
- Tailings storage facility
- Waste rock dump

PHOX 12 ML/day abstraction
predicted watertable drawdown at
end of mining (2039)

Prominent Hill Expansion
Groundwater modelling report
Figure 5.8



Source: EMM (2021); DPTI (2018); DEWNR (2018)



ii Cadna-owie Formation

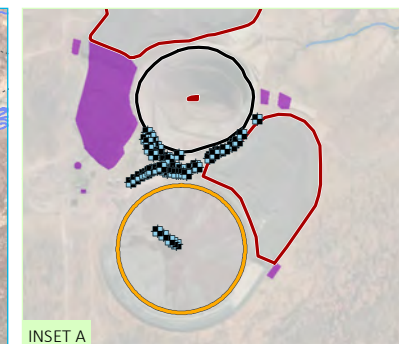
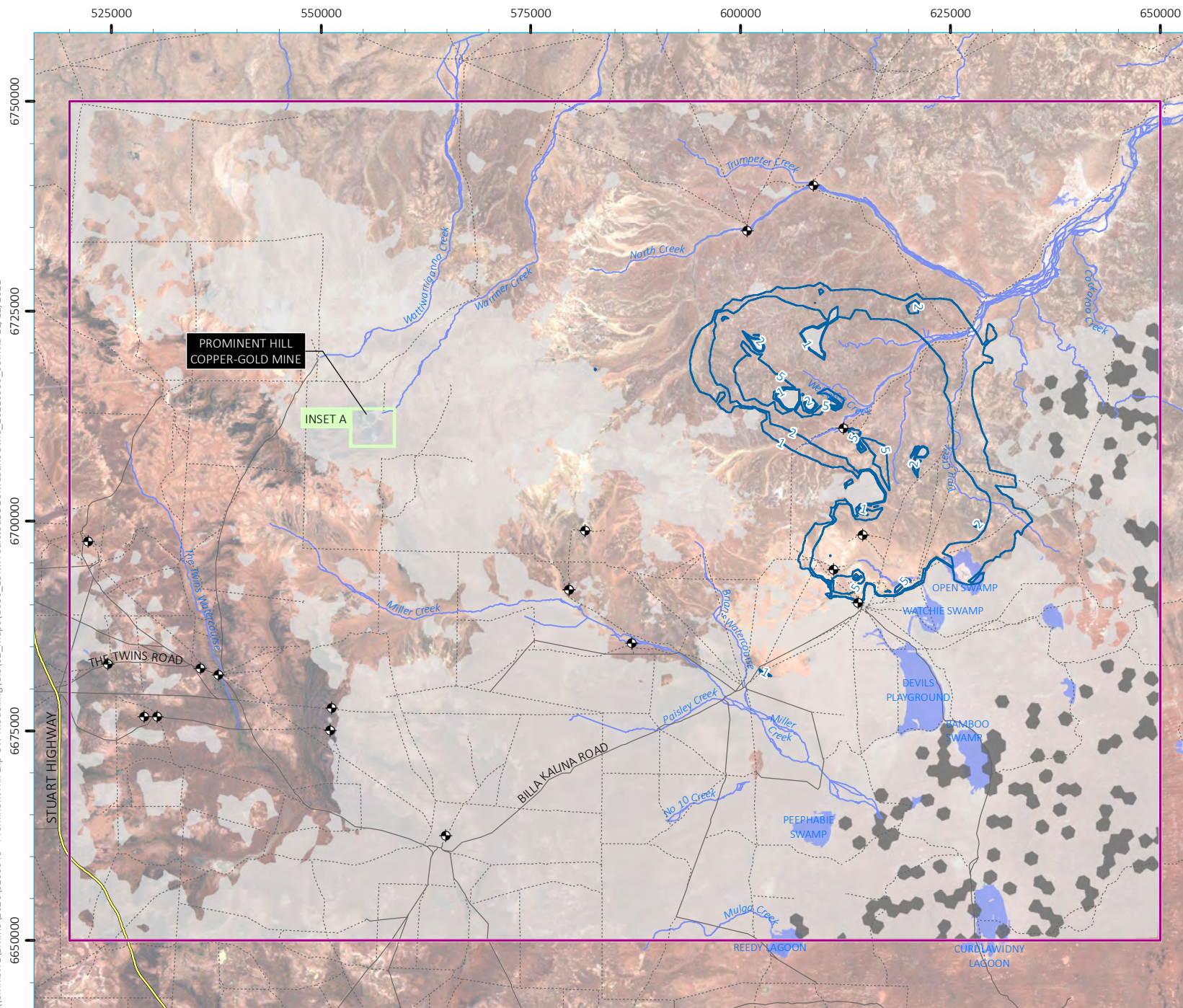
Modelled drawdown and mounding contours in the Cadna-owie Formation at the end of mining for the predictive scenarios are presented in Figure 5.9 to Figure 5.12. For clarity of presentation, areas of dry modelled Cadna-owie Formation (at the commencement of the predictive period) are shown as greyed-out cells. Unlike Section 5.3.2i above, these figures only show drawdown within the saturated Cadna-owie Formation, which is primarily contained in the area north-east of the Aries borefield.

In comparison to the Cadna-owie Formation, the eastern extent of modelled watertable drawdown (refer against Figure 5.5 to Figure 5.8), to the east of Napiers Bore, is truncated due to the modelled pre-mining watertable being located in the Bulldog Shale. Modelled drawdown in the Cadna-owie Formation extends over 10 km further east, inducing an enhanced downward hydraulic gradient but insufficient to induce significant drawdown at the watertable. This is evident for all scenarios.

Modelled drawdown to the north-east of the Aries borefield is associated with groundwater abstraction from the deeper Boorthanna Formation, propagating upwards from the Boorthanna Formation where the Stuart Range Formation (the confining unit between these upper and lower aquifers) is simulated as being absent. The spatial extent of modelled drawdown is thus driven by the simulated groundwater abstraction rate and duration; with the PHOX 20 ML/d abstraction scenario resulting in the largest drawdown area.

There are nineteen pastoral bores installed within the Cadna-owie Formation within the model domain. Modelled groundwater drawdown at these locations are discussed further in Section 5.3.3.

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KEY

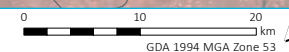
- Model domain
 - Pastoral bore
 - Modelled drawdown (m)
 - Major road
 - Minor road
 - Vehicular track
 - Named watercourse
 - Named waterbody
 - Layer absent
 - HSU dry area
- #### INSET KEY
- Stockpile
 - Tailings storage facility
 - Waste rock dump
 - Production bore
 - TSF

LOM 20 ML/day abstraction
predicted drawdown in the
Cadna-owie Formation
at end of mining (2031)

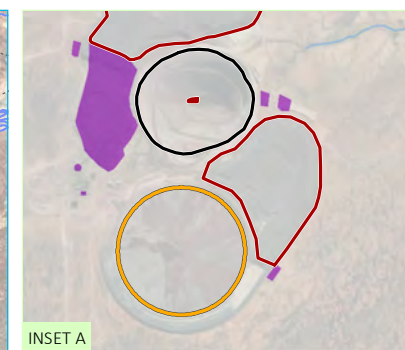
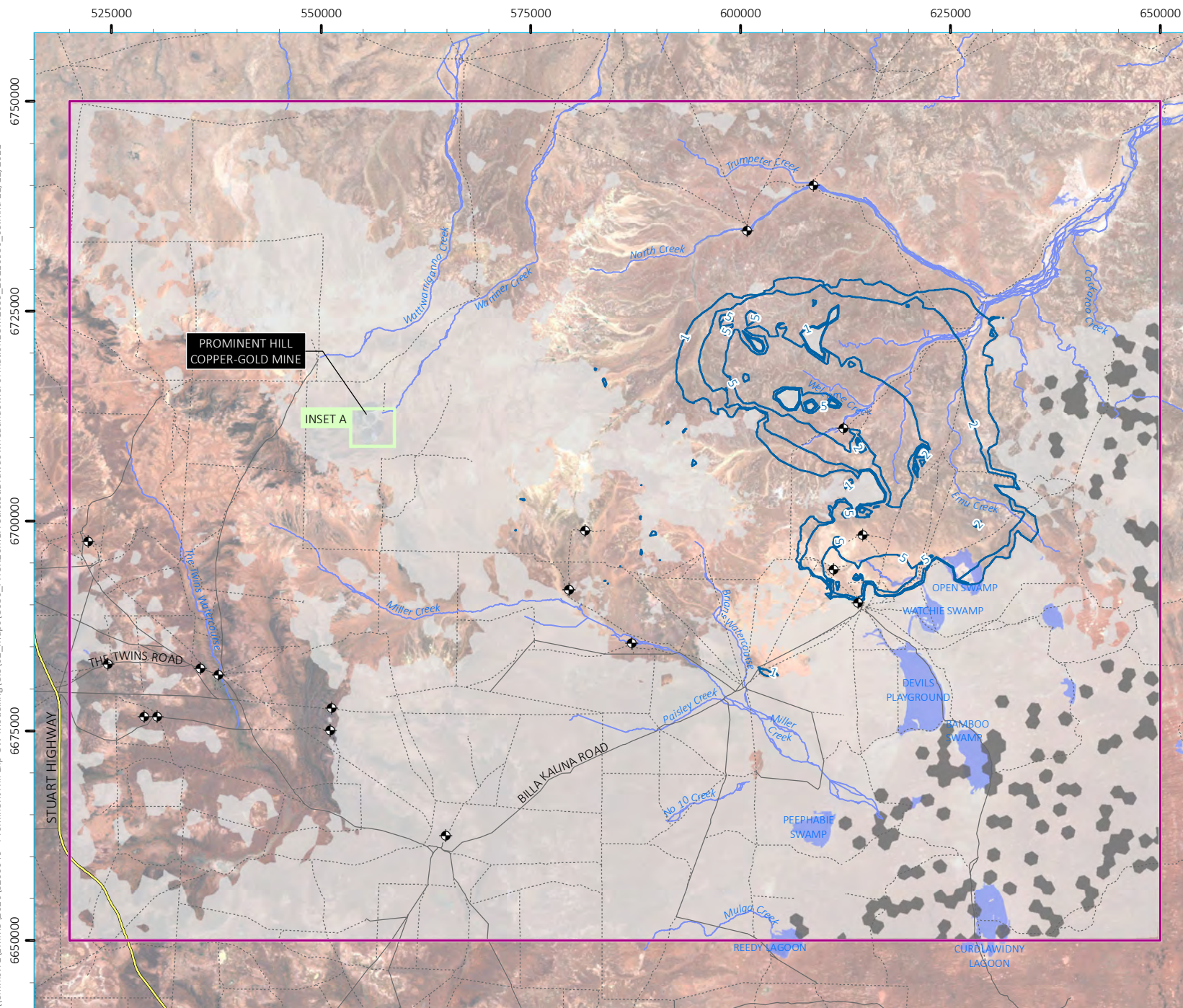
Prominent Hill Expansion
Groundwater modelling report
Figure 5.9



Source: EMM (2021); DPTI (2018); DEWNR (2018)



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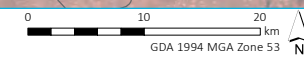
- KEY**
- Model domain
 - Pastoral bore
 - Modelled drawdown (m)
 - Major road
 - Minor road
 - Vehicular track
 - Named watercourse
 - Named waterbody
 - Layer absent
 - HSU dry area
- INSET KEY**
- Stockpile
 - Tailings storage facility
 - Waste rock dump

PHOX 20 ML/day abstraction
predicted drawdown in the
Cadnaowie Formation
at end of mining (2039)

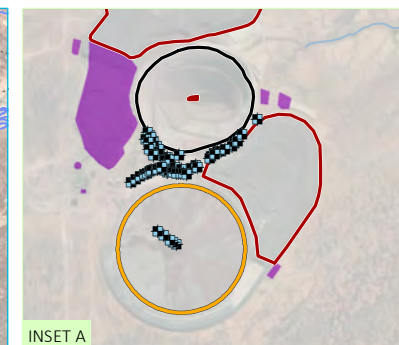
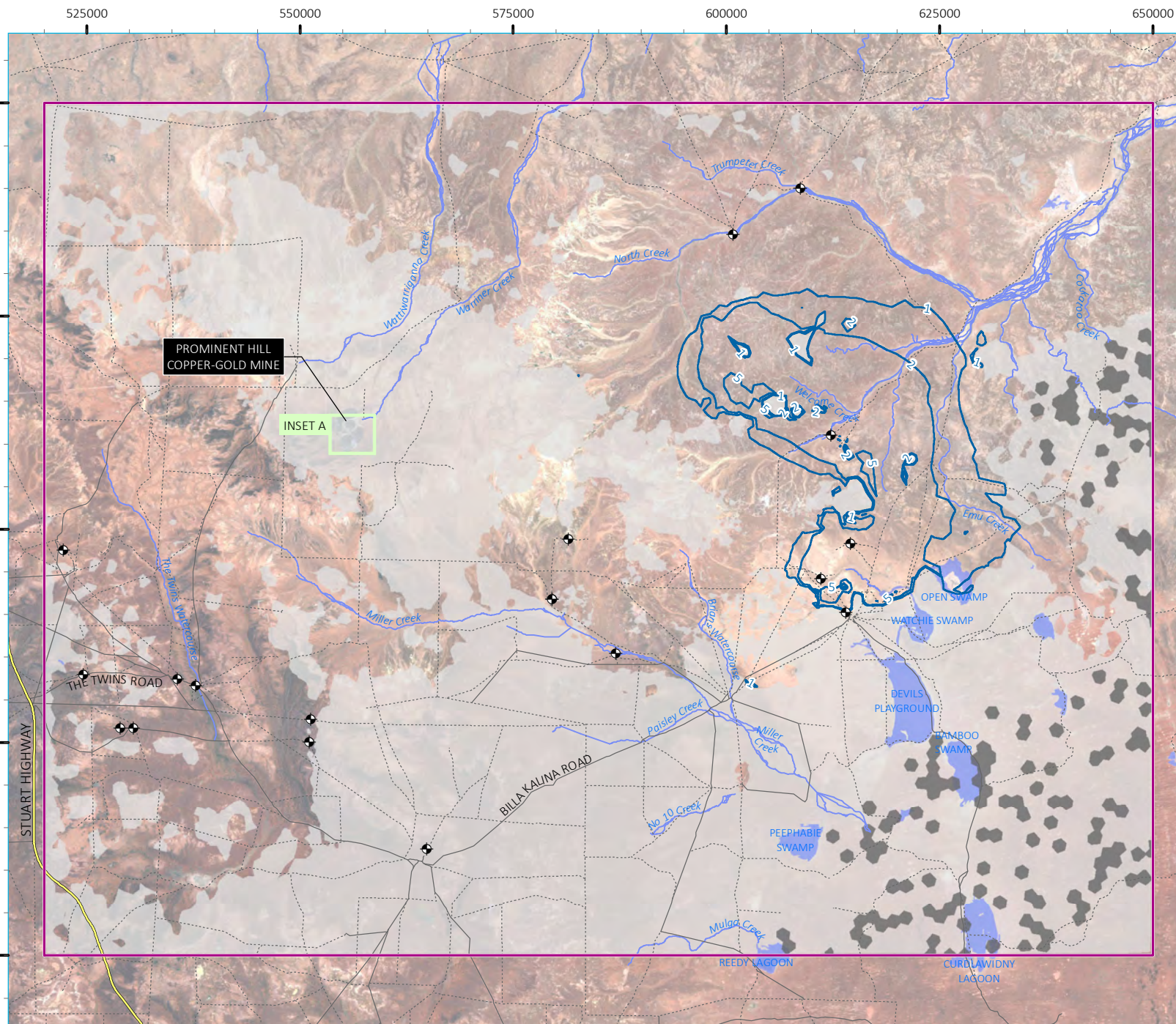
Prominent Hill Expansion
Groundwater modelling report
Figure 5.10



Source: EMM (2021); DPTI (2018); DEWNR (2018)



\\emmsrv1\EMM3\2020\200649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\G055_LOM10MLAbstractionPredictedDrawdownCadnaowieFormationEOM2031_20210930_03.mxd 21/12/2021



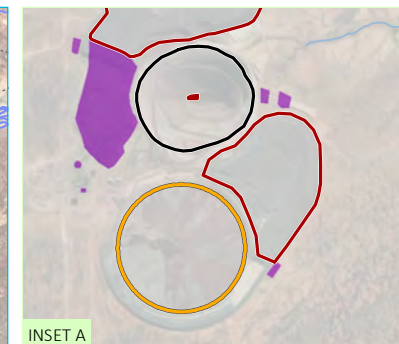
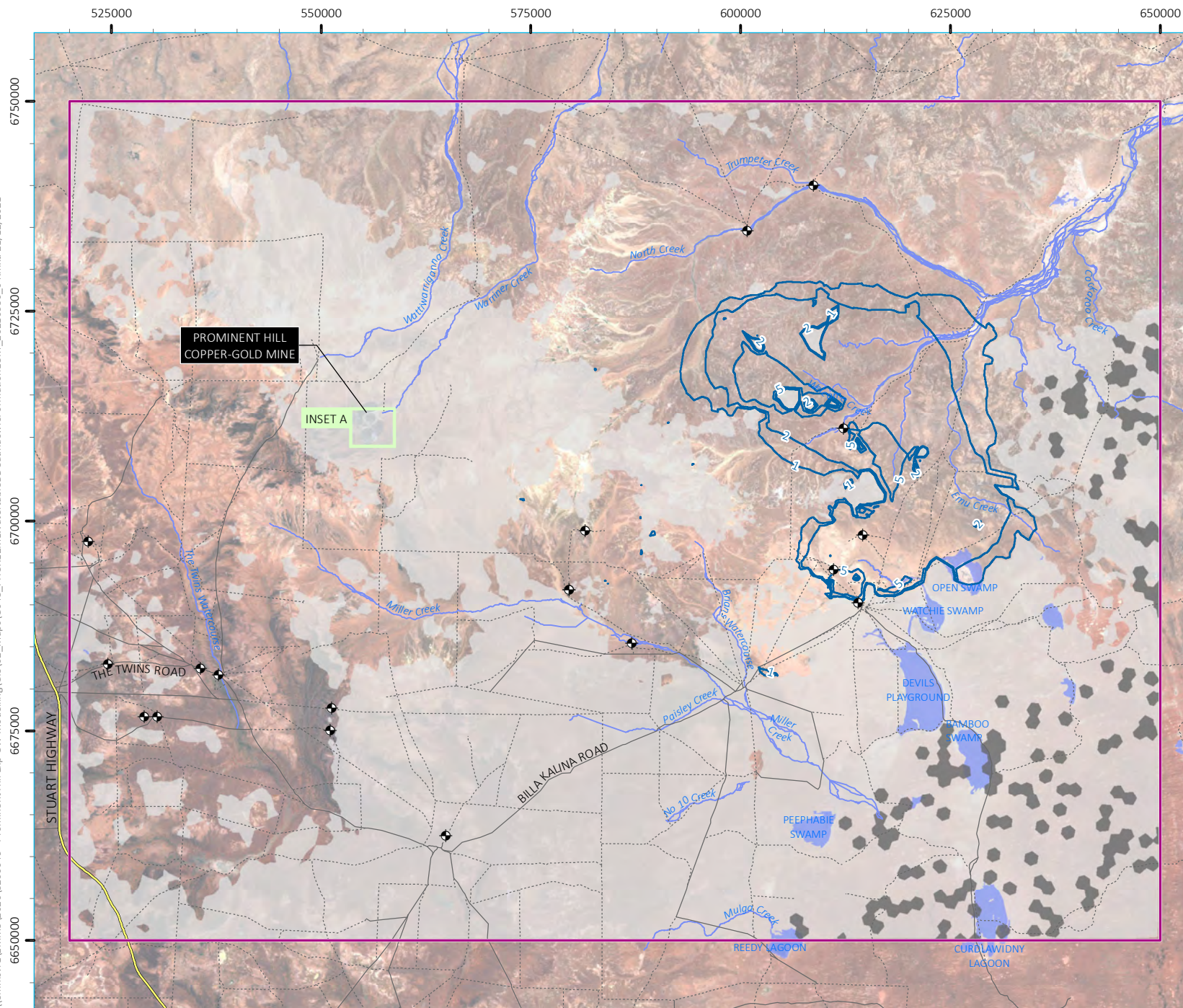
KEY

- Model domain
 - Pastoral bore
 - Modelled drawdown (m)
 - Major road
 - Minor road
 - Vehicular track
 - Named watercourse
 - Named waterbody
 - Layer absent
 - HSU dry area
- INSET KEY**
- Stockpile
 - Tailings storage facility
 - Waste rock dump
 - Production bore
 - TSF

LOM 10 ML/day abstraction
predicted drawdown in the
Cadnaowie Formation
at end of mining (2031)

Prominent Hill Expansion
Groundwater modelling report
Figure 5.11

\\emmsrv1\EMM3\2020\200649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\G048_PHOX12MLWaterTableDCadnaowieFormationEOM_20210930_04.mxd 21/12/2021



KEY

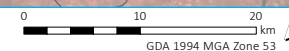
- Model domain
 - Pastoral bore
 - Modelled drawdown (m)
 - Major road
 - Minor road
 - Vehicular track
 - Named watercourse
 - Named waterbody
 - Layer absent
 - HSU dry area
- INSET KEY
- Stockpile
 - Tailings storage facility
 - Waste rock dump

PHOX 12 ML/day abstraction
predicted drawdown in the
Cadna-owie Formation
at end of mining (2039)

Prominent Hill Expansion
Groundwater modelling report
Figure 5.12



Source: EMM (2021); DPTI (2018); DEWNR (2018)



iii Upper Boorthanna Formation

Modelled drawdown and mounding contours in the Upper Boorthanna Formation at the end of mining for the predictive scenarios are presented in Figure 5.13 to Figure 5.16. Drawdown in this HSU is more extensive in comparison to the shallower units, due to groundwater abstraction from the Aries borefield and relatively high hydraulic conductivity of the unit. Some contours are very similar to those shown for the watertable, particularly south and east of the Aries borefield where the pre-mining watertable is located within the Boorthanna Formation.

Groundwater mounding from TSF seepage is simulated in the Upper Boorthanna Formation for all scenarios. Unlike the conditions simulated for the watertable, mounding is of very low extent and magnitude, with between 1 and 2 m mounding over an area almost entirely within the TSF footprint. Modelled drawdown surrounds the TSF area of mounding for all scenarios. For the two PHOX scenarios, mining-induced drawdown connects with the highly expansive modelled drawdown from groundwater abstraction at the Aries borefield (and potentially residual effects from the Virgo borefield).

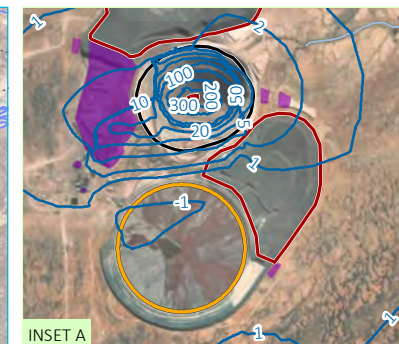
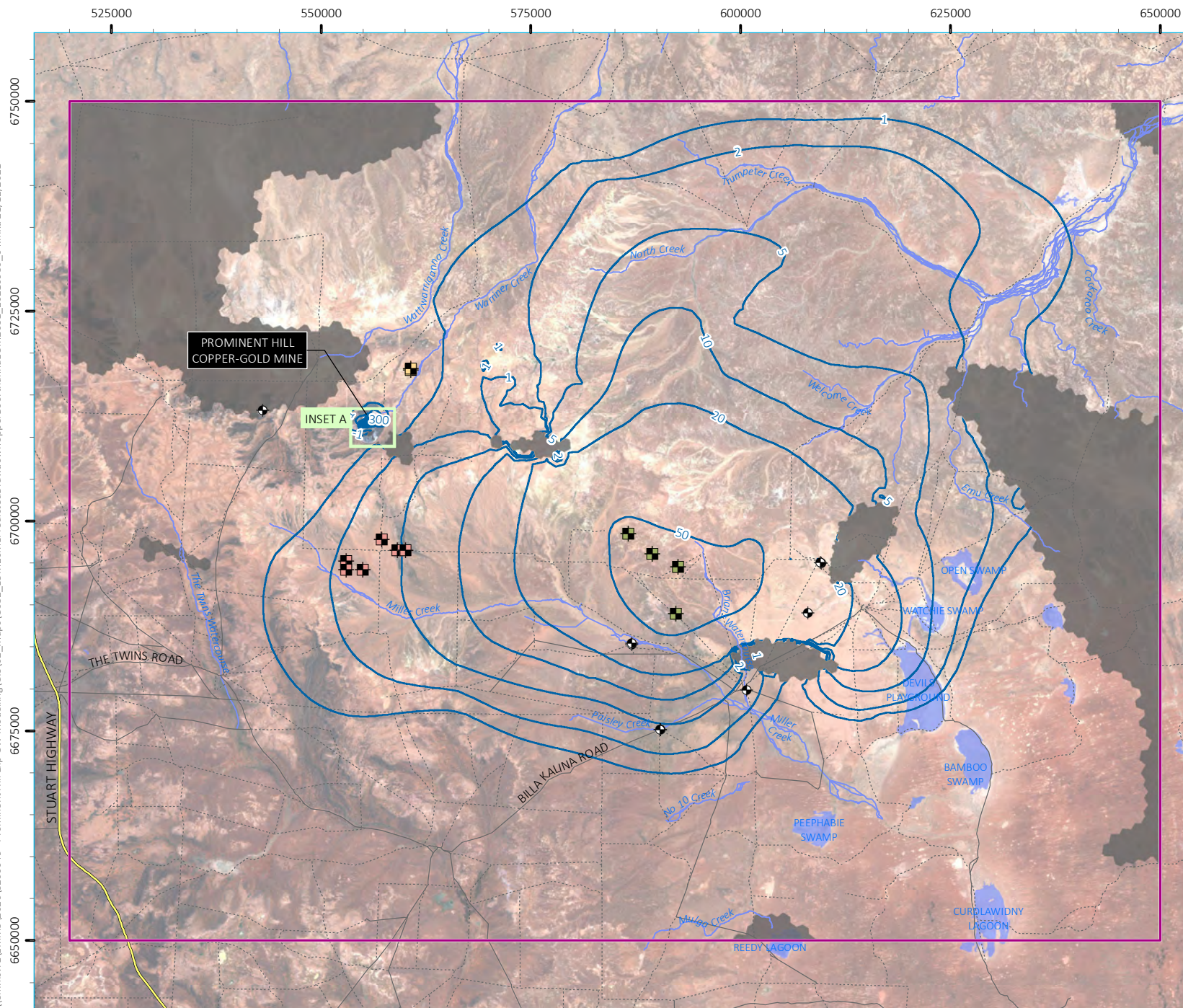
The shape of the modelled drawdown contours in the Upper Boorthanna Formation arises due to a combination of several factors. For example, drawdown is predicted to curve around areas where the Boorthanna Formation is absent, particularly in the area immediately south of Aries-8. Additional variations in modelled drawdown extent (such as in the middle of the domain north of the Aries borefield) are due to the high parameterisation and variable HSU thickness, ie variable transmissivity.

The difference between model scenarios is most apparent in the modelled drawdown surrounding the Aries borefield. In contrast with the mine area, where groundwater abstraction from the Aries borefield has minimal influence relative to mine dewatering, each of the four scenarios has a different pumping rate/duration in the Aries borefield. As a result, there is a clear difference between the largest drawdown scenario (PHOX 20 ML/d abstraction) and the smallest drawdown scenario (LOM 10 ML/d abstraction). In the centre of the Aries borefield at the end of mining, all scenarios are predicted to experience drawdown greater than 50 m in the Upper Boorthanna Formation. The extent differs for the scenarios, with maximum diameter of the 50 m drawdown contour ranging from 5 km to 22 km. This is a smaller effect than simulated in PH5.8, the previous Prominent Hill groundwater model.

In the north-east of the model domain, the 1 m drawdown contour extends almost as far as the GAB springs for the PHOX 20 ML/d abstraction scenario (Figure 5.14). This is over 7 km further than predicted for the LOM 10 ML/d abstraction scenario (Figure 5.15). As discussed in Section i, any drawdown simulated in the north-east of the model domain does not reach the watertable, due to the low vertical hydraulic conductivity of the modelled Stuart Range Formation aquitard. As such, despite the further 7 km of drawdown simulated, there is no impact to the GAB springs, which is consistent with previous modelling.

There are nine pastoral bores in the Upper Boorthanna Formation, all of which are predicted to experience drawdown due to groundwater abstraction in all model scenarios. This is discussed further in Section 5.3.3.

\\emmsvr1\EMM3\2020\200649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\G032_LOM20MLPredictedDrawdownUpperBoorthannaEOM2031_20210930_04.mxd 21/12/2021



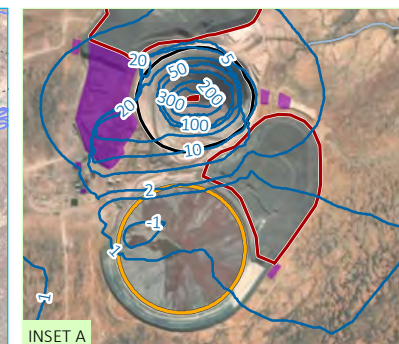
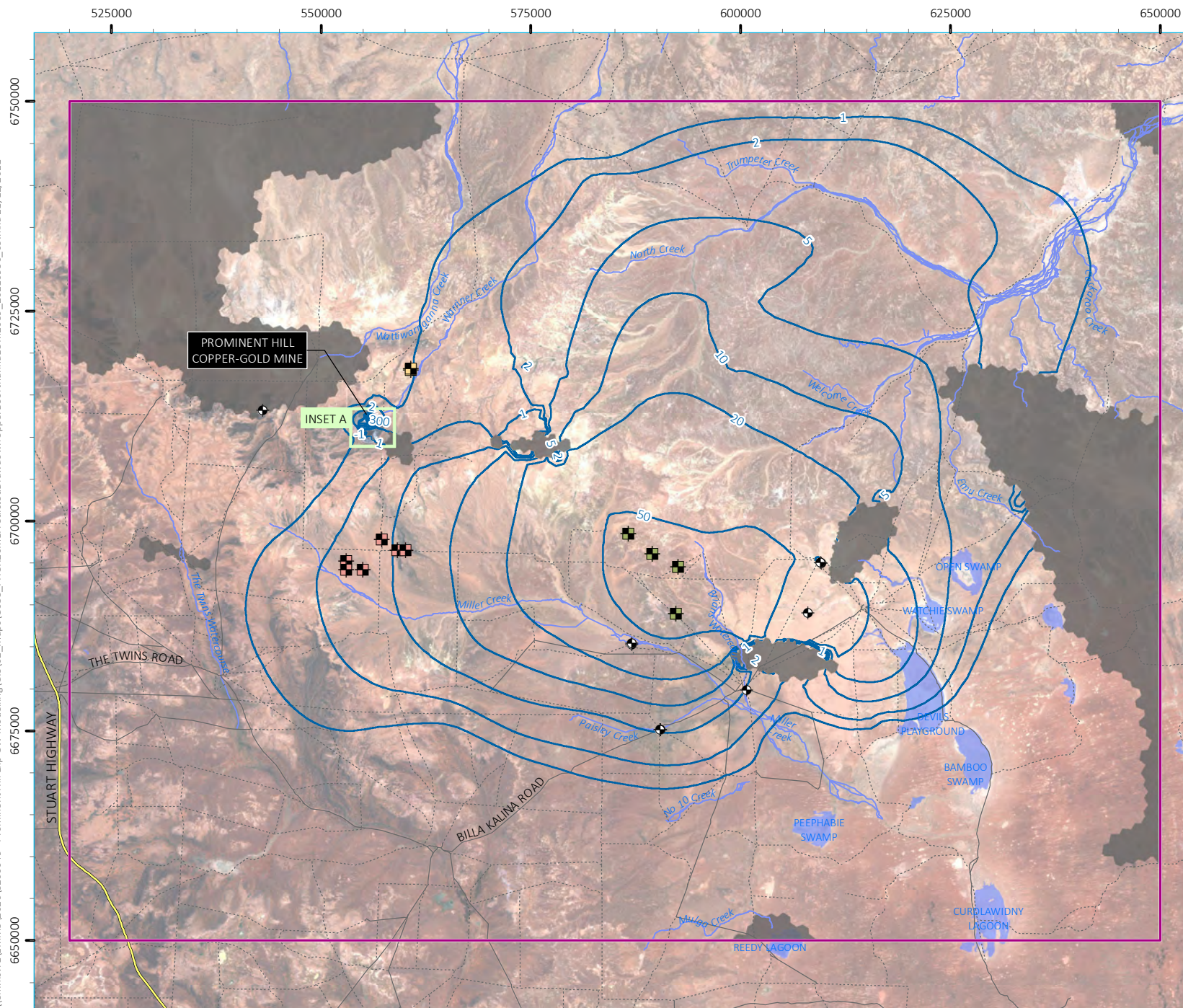
KEY

- Model domain
 - Pastoral bore
 - Production bore
 - Aries
 - Taurus
 - Virgo
 - Modelled drawdown (m)
 - Major road
 - Minor road
 - Vehicular track
 - Named watercourse
 - Named waterbody
 - Layer absent
- #### INSET KEY
- Stockpile
 - Tailings storage facility
 - Waste rock dump

LOM 20 ML/day abstraction
predicted drawdown in the
Upper Boorthanna Formation
at end of mining (2031)

Prominent Hill Expansion
Groundwater modelling report
Figure 5.13

\\emmsrv1\EMM3\2020\200649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\PHOX20MLPredictedDrawdownUpperBoorthannaEOM2039_05.mxd 21/12/2021



KEY

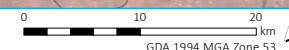
- Model domain
 - Pastoral bore
 - Production bore
 - Aries
 - Taurus
 - Virgo
 - Modelled drawdown (m)
 - Major road
 - Minor road
 - Vehicular track
 - Named watercourse
 - Named waterbody
 - Layer absent
- #### INSET KEY
- Stockpile
 - Tailings storage facility
 - Waste rock dump

PHOX 20 ML/day abstraction
predicted drawdown in the
Upper Boorthanna Formation
at end of mining (2039)

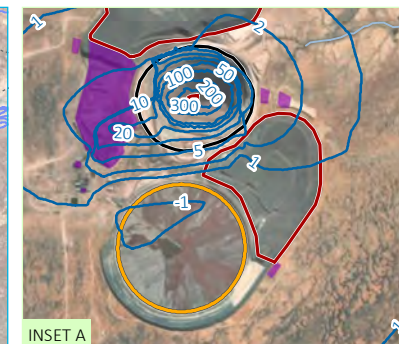
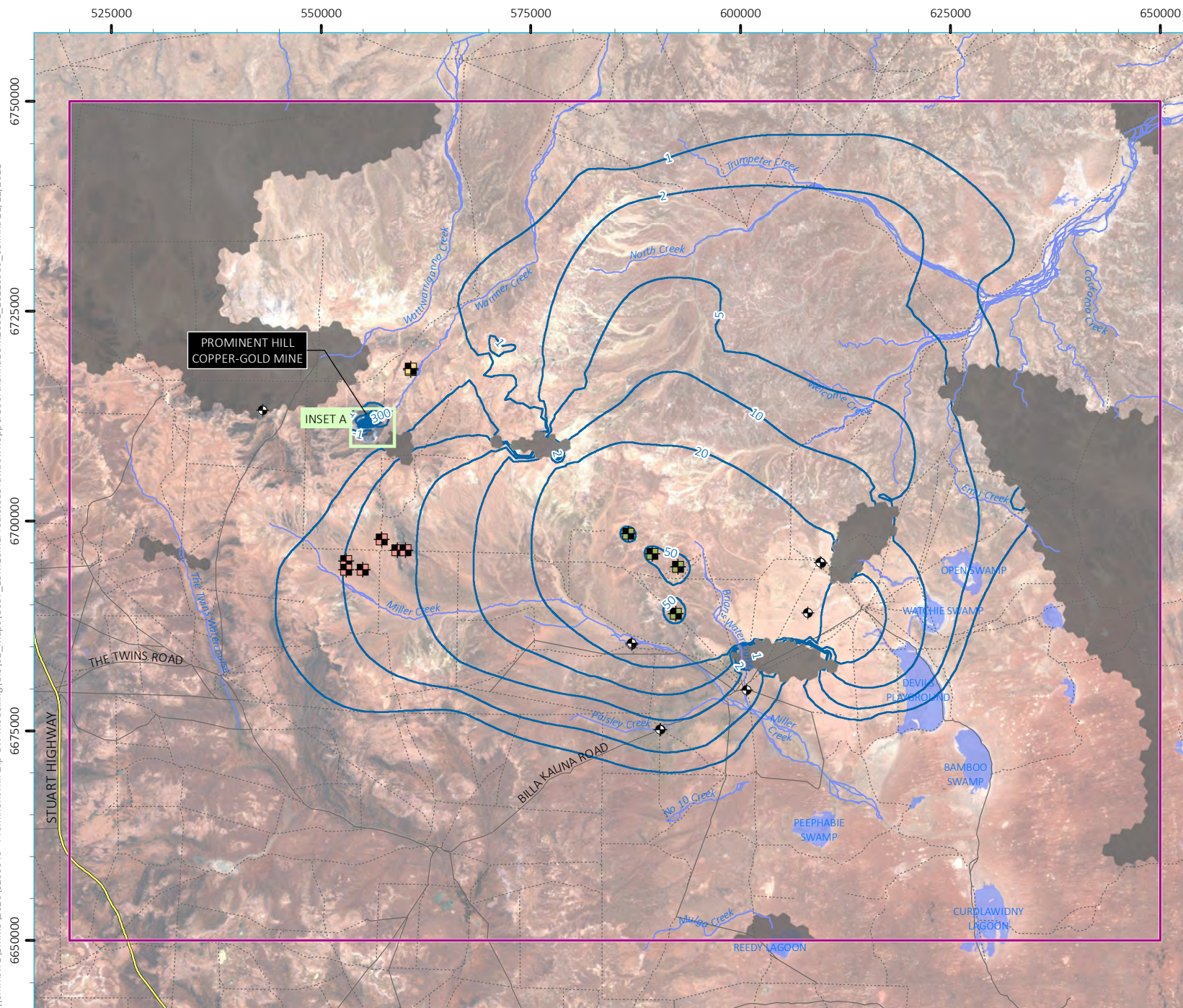
Prominent Hill Expansion
Groundwater modelling report
Figure 5.14



Source: EMM (2021); DPTI (2018); DEWNR (2018)



\\emmsvr1\EMM3\2020\200649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\G057_LOM10MLPredictedDrawdownUpperBoorthannaEOM2031_20210930_03.mxd 21/12/2021



KEY

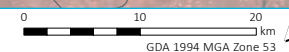
- Model domain
 - Pastoral bore
 - Production bore
 - Aries
 - Taurus
 - Virgo
 - Modelled drawdown (m)
 - Major road
 - Minor road
 - Vehicular track
 - Named watercourse
 - Named waterbody
 - Layer absent
- #### INSET KEY
- Stockpile
 - Tailings storage facility
 - Waste rock dump

LOM 10 ML/day abstraction
predicted drawdown in the
Upper Boorthanna Formation
at end of mining (2031)

Prominent Hill Expansion
Groundwater modelling report
Figure 5.15



Source: EMM (2021); DPTI (2018); DEWNR (2018)



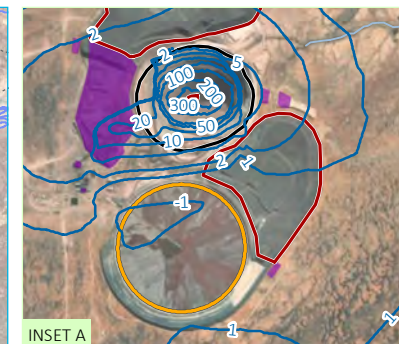
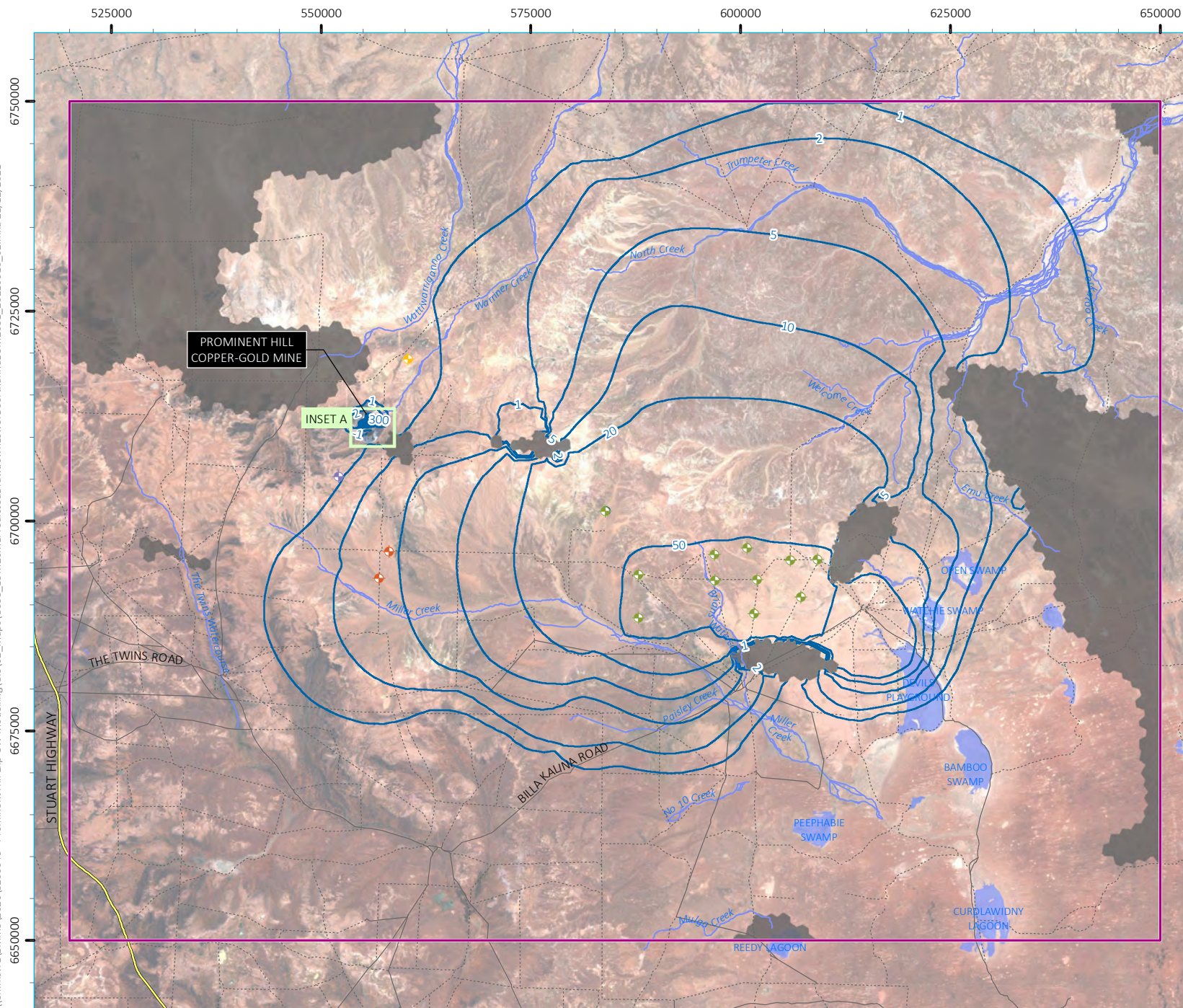
Modelled drawdown and mounding contours in the Lower Boorthanna Formation at the end of mining for the predictive scenarios are presented in Figure 5.17 to Figure 5.20. Modelled drawdown is broadly similar to the Upper Boorthanna Formation, though with some differences arising from the assigned layer of groundwater abstraction and distribution of transmissivity across the model domain.

In the vicinity of the mine, modelled groundwater mounding from TSF seepage is very similar to the Upper Boorthanna Formation. There is a maximum mounding magnitude of over 1 m in an area within the TSF footprint, surrounded by modelled drawdown due to depressurisation associated with mine excavation. The additional mining duration of the PHOX scenarios results in drawdown from the Aries borefield reaching the mine, whereas this is not simulated at the end of mining for the LOM scenarios. Previous iterations of the model (eg PH5.8) simulated extensive regional drawdown for all scenarios.

As discussed in Section 4.3, the Lower Boorthanna Formation has a generally higher hydraulic conductivity applied than the Upper Boorthanna Formation. Modelled drawdown (1 m) reaches the northern model boundary at the end of mining for the two 20 ML/d abstraction scenarios (LOM and PHOX), whereas it does not for the other two scenarios. Another notable difference is the shape of the modelled drawdown contours to the north of the Aries borefield; these are smoother in the Lower Boorthanna Formation, compared to the Upper unit.

As per the Upper Boorthanna Formation, modelled drawdown in the Lower Boorthanna Formation is predicted to exceed 50 m for all scenarios, though with a significantly larger difference between the 20 ML/d and 10/12 ML/d abstraction scenarios. The lower abstraction rates produce modelled drawdown of 50 m or more immediately surrounding pumping bores Aries-2, 4 and 5, whereas abstraction of 20 ML/d results in modelled drawdown over 50 m covering a diameter greater than 25 km east to west.

\\emmsvr1\EMM3\2020\0\S200649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\G058_LOM20MLPredictedDrawdownLowerBoorthannaCOM2031_20210916_02.mxd 21/12/2021



KEY

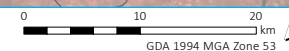
- Model domain
 - Production bore
 - ◆ Aries
 - ◆ Gemini
 - ◆ Taurus
 - ◆ Virgo
 - Modelled drawdown (m)
 - Major road
 - Minor road
 - Vehicular track
 - Named watercourse
 - Named waterbody
 - Layer absent
- #### INSET KEY
- Stockpile
 - Tailings storage facility
 - Waste rock dump

LOM 20 ML/day abstraction
predicted drawdown in the
Lower Boorthanna Formation
at end of mining (2031)

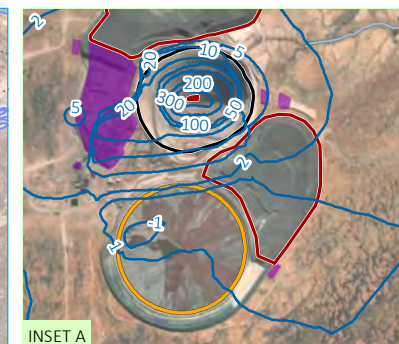
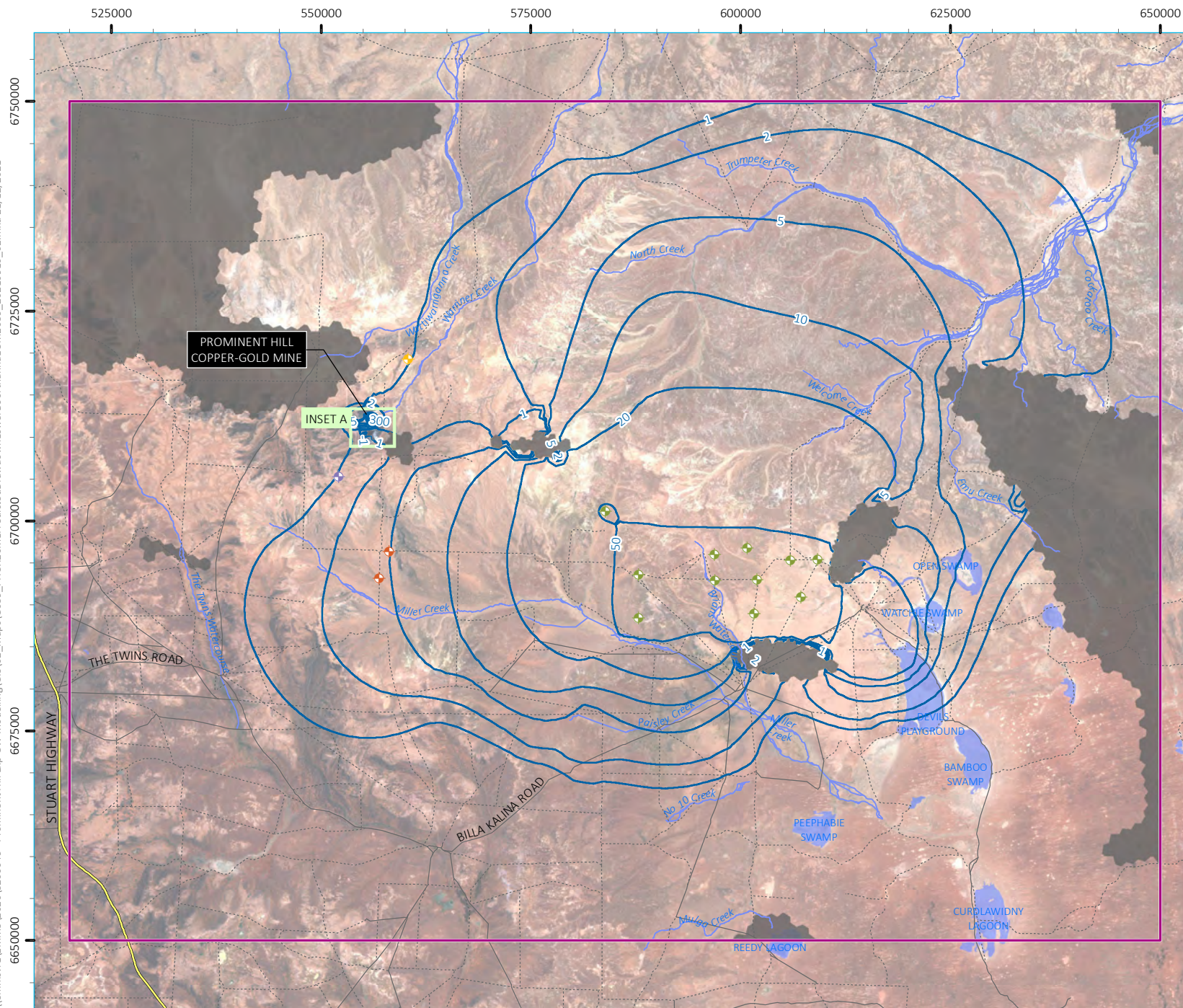
Prominent Hill Expansion
Groundwater modelling report
Figure 5.17



Source: EMM (2021); DPTI (2018); DEWNR (2018)



\\emmsrv1\EMM3\2020\200649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\G059_PHOX20MLPredictedDrawdownLowerBoorthannaEOM2039_20210916_02.mxd 21/12/2021



KEY

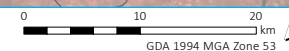
- Model domain
 - Production bore
 - ◆ Aries
 - ◆ Gemini
 - ◆ Taurus
 - ◆ Virgo
 - Modelled drawdown (m)
 - Major road
 - Minor road
 - Vehicular track
 - Named watercourse
 - Named waterbody
 - Layer absent
- #### INSET KEY
- Stockpile
 - Tailings storage facility
 - Waste rock dump

PHOX 20 ML/day abstraction
predicted drawdown in the
Lower Boorthanna Formation
at end of mining (2039)

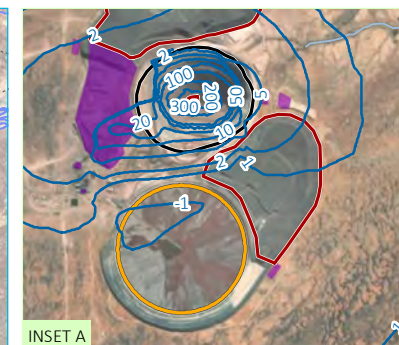
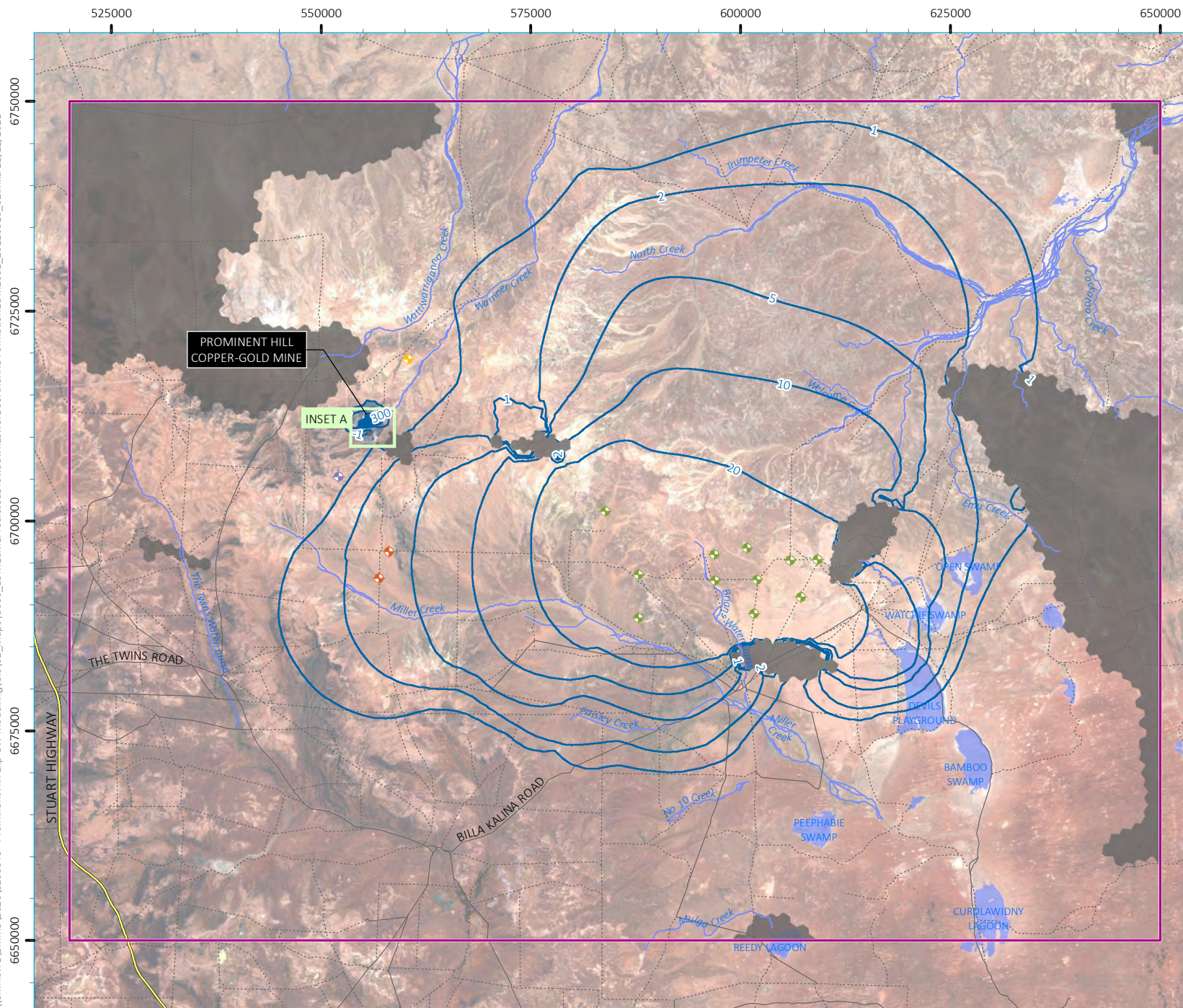
Prominent Hill Expansion
Groundwater modelling report
Figure 5.18



Source: EMM (2021); DPTI (2018); DEWNR (2018)



\\emmsrv1\EMM3\2020\200649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\G060_LOM10MLPredictedDrawdownLowerBoorthanna FormationEOM2031_20210916_02.mxd 21/12/2021



KEY

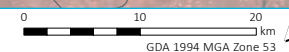
- Model domain
 - Production bore
 - ◆ Aries
 - ◆ Gemini
 - ◆ Taurus
 - ◆ Virgo
 - Modelled drawdown (m)
 - Major road
 - Minor road
 - - - Vehicular track
 - Named watercourse
 - Named waterbody
 - Layer absent
- #### INSET KEY
- Stockpile
 - Tailings storage facility
 - Waste rock dump

LOM 10 ML/day abstraction
predicted drawdown in the
Lower Boorthanna Formation
at end of mining (2031)

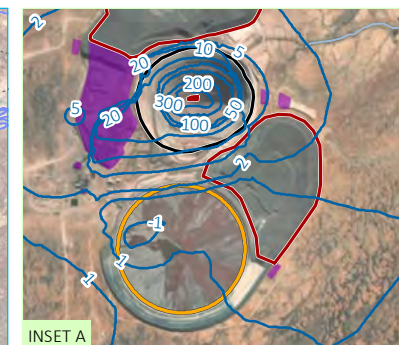
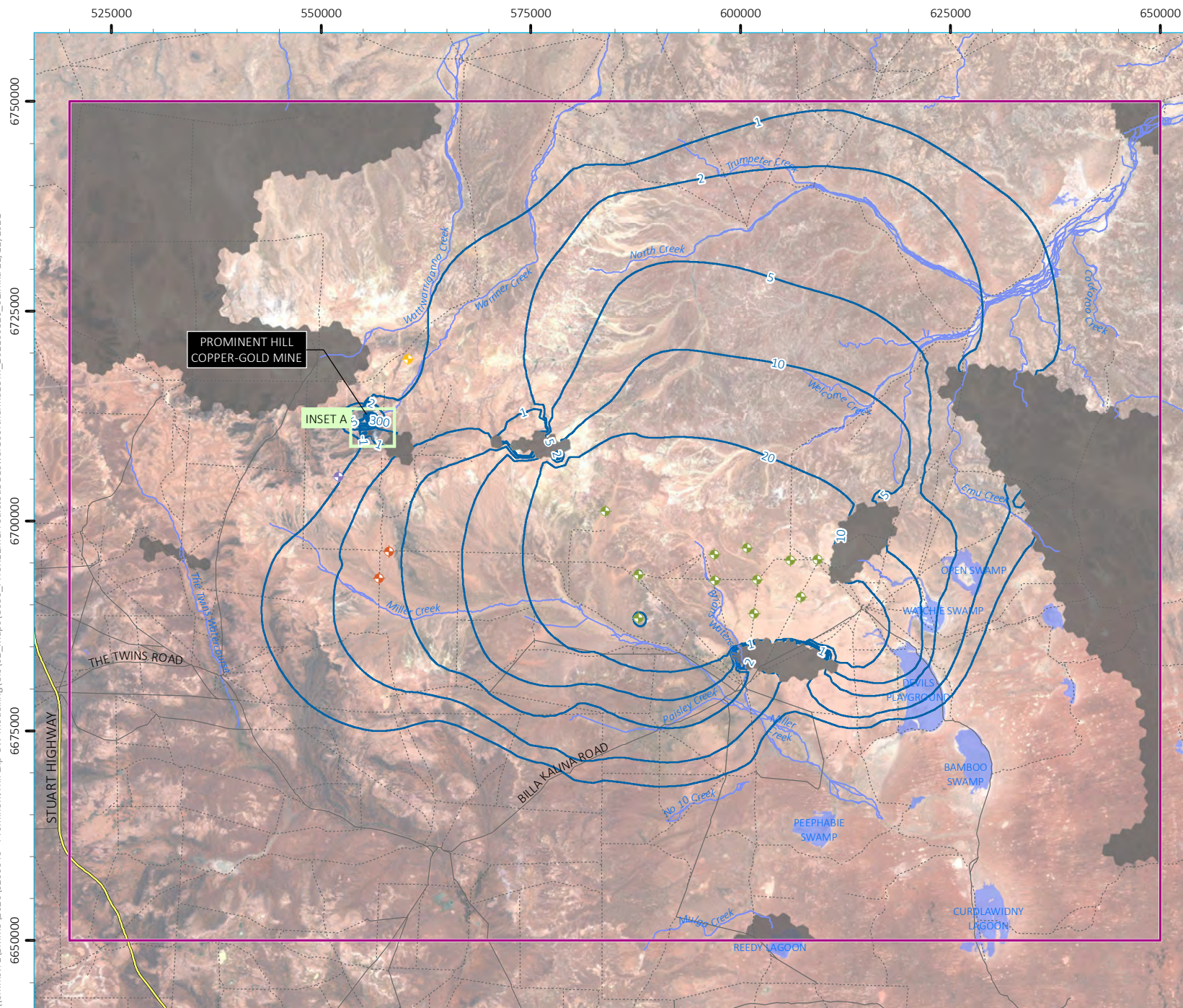
Prominent Hill Expansion
Groundwater modelling report
Figure 5.19



Source: EMM (2021); DPTI (2018); DEWNR (2018)



\\emmsvr1\EMM3\2020\200649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\G050_PHOX12MLPredictedDLowerBoorthannaEOM_202100826_02.mxd 21/12/2021



KEY

- Model domain
 - Production bore
 - ◆ Aries
 - ◆ Gemini
 - ◆ Taurus
 - ◆ Virgo
 - Modelled drawdown (m)
 - Major road
 - Minor road
 - - - Vehicular track
 - Named watercourse
 - Named waterbody
 - Layer absent
- #### INSET KEY
- Stockpile
 - Tailings storage facility
 - Waste rock dump

PHOX 12 ML/day abstraction
predicted drawdown in the
Lower Boorthanna Formation
at end of mining (2039)

Prominent Hill Expansion
Groundwater modelling report
Figure 5.20

5.3.3 Temporal groundwater pressures

Selected hydrographs are presented in this section for the mine and borefield areas, compliance bores, and pastoral bores, showing both the history-matching and predictive mining periods. The locations of these bores are shown in Figure 5.24, and the full list of modelled hydrographs for this period is given in Appendix C.

i Mine and borefield bores

Hydrographs of modelled groundwater elevation during mining are presented for selected mine and borefield bores in Figure 5.21, showing all predictive scenarios on each plot. This allows clear comparison of predicted drawdown/mounding between scenarios for LOM and PHOX mine plans and modelled groundwater abstraction rates/durations.

Hydrographs for Aries-AG and Aries-Q are presented in Figure 5.21 as these were also presented and discussed in the history-matching period (Section 4.2.2ii). In addition, these bores are representative of monitoring in the Aries borefield. These hydrographs show a clear groundwater level response to the different abstraction rates between predictive scenarios, with planned abstraction for the PHOX 12 ML/d scenario resulting in minimal increase in predicted drawdown from the end of history-matching through to the end of mining. Groundwater levels for the two LOM scenarios show rapid recovery following cessation of pumping, with both recovering to within 15 m of starting heads by 2039. Aries-12 shows the modelled groundwater level at a production bore. The respective trends for each of the predictive scenarios follow the nearby monitoring bores, but with a larger magnitude. Further afield at Virgo-5, groundwater levels show minimal variation during mining, with some recovery simulated for the LOM scenarios prior to 2039.

Piezometers at the mine show predicted groundwater level trends as a result of mining activities (P006-FBS and P006-CSS in Figure 5.21). The pressure response here is complex, due to the addition and removal of water and the respective properties of the Bulldog Shale and Cadna-owie Formation. As per the selected history-matching hydrographs, P006-FBS and P006-CSS were selected to show modelled groundwater levels through to the end of mining. In the Bulldog Shale, the plotted series show a primary difference between the LOM and PHOX mine plans as a result of the cessation of TSF seepage at the end of mining. There is some modelled reduction in the PHOX scenarios during 2038, this may be caused by drawdown (likely from mine excavations) reaching this monitoring point. This drawdown is more apparent in the deeper Cadna-owie Formation, with a gradual decrease in all scenarios from 2021. There is also a smaller difference in the modelled groundwater elevations between LOM and PHOX mine plans in 2031 in the Cadna-owie Formation than Bulldog Shale.

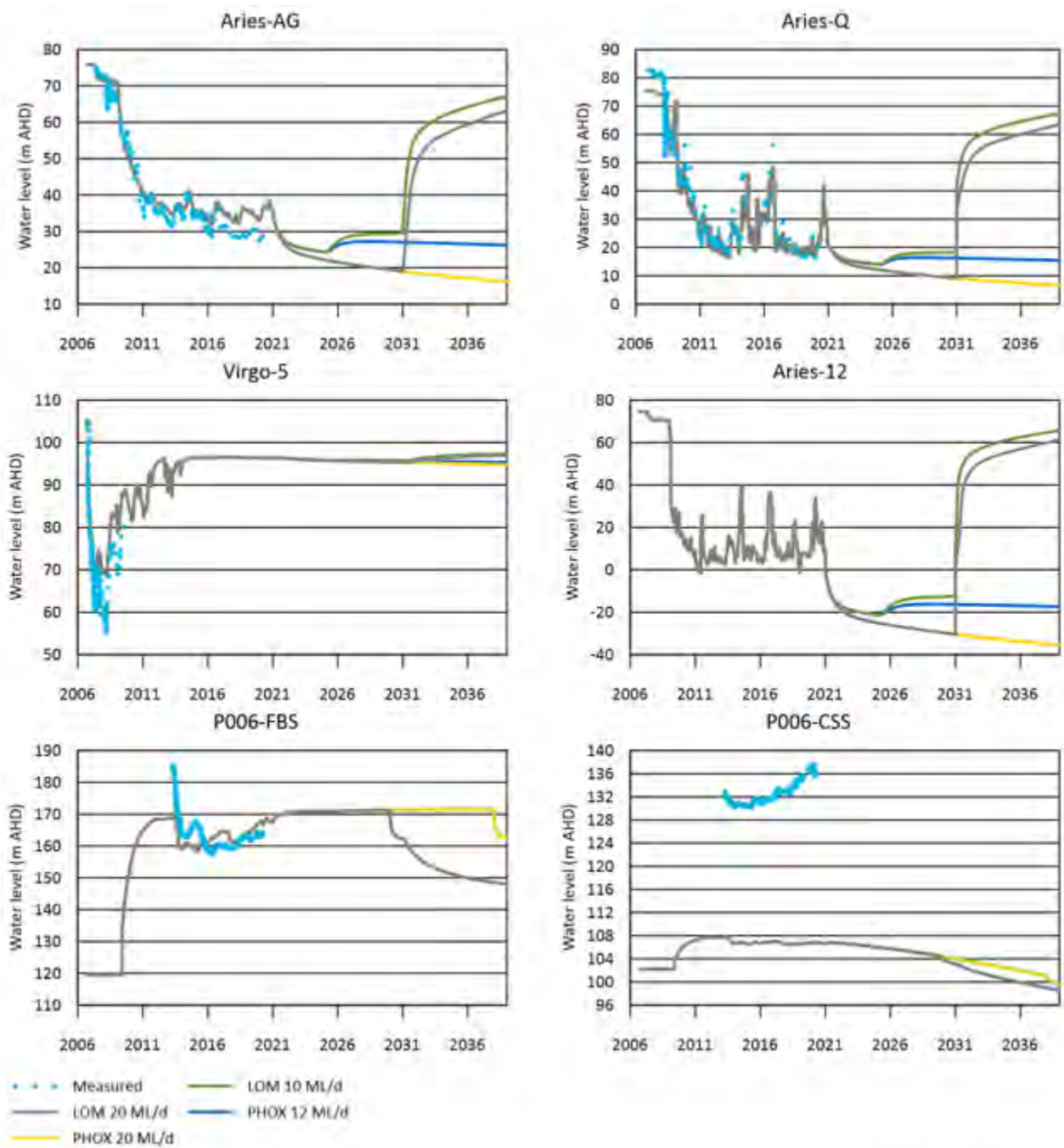
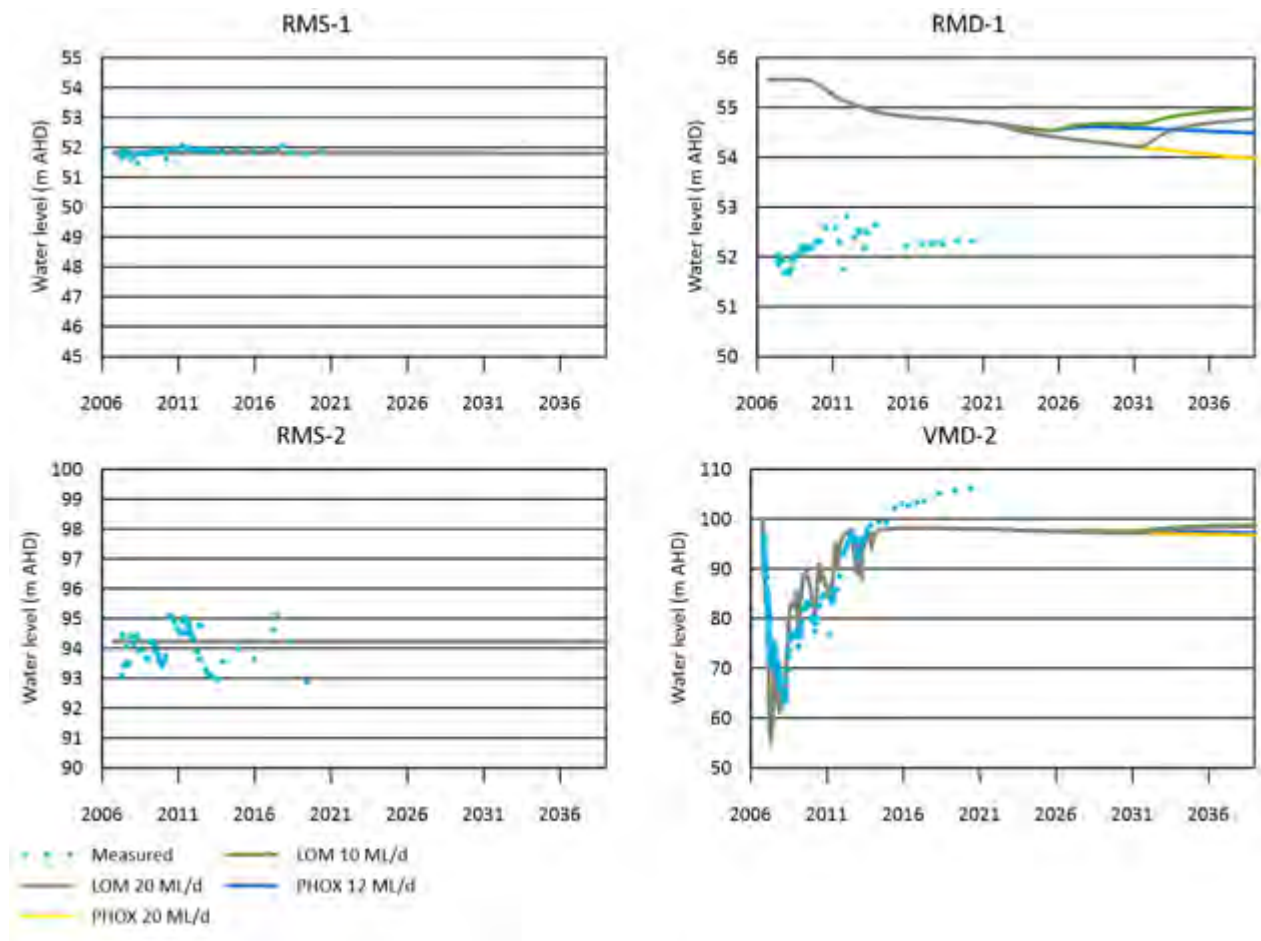


Figure 5.21 Selected mine and borefield predicted hydrographs during mining

Note varying y-axis (water level) scales

ii Compliance bores

Modelled hydrographs for selected compliance bores through the end of mining for each of the predictive scenarios are presented in Figure 5.22. RMS-1 and RMD-1 are presented as intermediate monitoring between the Aries borefield and GAB springs, installed in the Cadna-owie Formation and Upper Boorthanna Formation respectively. RMS-1 shows no modelled drawdown for any of the scenarios, as shown in the spatial plots in Section 5.3.2ii. RMD-1 does show predicted drawdown, with the four model scenarios differing in response to the modelled Aries borefield abstraction rates and durations. The maximum drawdown at this bore is simulated to be approximately 1.5 m, resulting from the PHOX 20 ML/d abstraction scenario. The two LOM scenarios suggest that groundwater level recovery may occur fairly quickly, with both simulating a groundwater elevation of close to 55 mAHD in 2039. RMS-2 and VMD-2 are presented for continuity with the selected history-matching hydrographs; these show minimal variance in modelled groundwater level across the scenarios. VMD-2 shows a similar trend to Virgo-5, with slight recovery occurring in the LOM scenarios between 2031 and 2039.



Note varying y-axis (water level) scales

Figure 5.22 Selected compliance bore predicted hydrographs during mining

Modelled hydrographs for selected pastoral bores through the end of mining for each of the predictive scenarios are given in Figure 5.23. No. 6 Monwell-S and -D are presented following the history-matching period. In the Cadna-owie Formation, No. 6 Monwell-S both measures and simulates no drawdown due to mining activities, regardless of predictive scenario. In the Upper Boorthanna Formation, the history-matched model overestimates drawdown following groundwater abstraction by approximately 9 m. During the predictive period, drawdown is predicted to increase as a result of continued groundwater abstraction, with a maximum predicted drawdown of 40 m for the PHOX 20 ML/d abstraction scenario. Given the overprediction of drawdown in the history-matching period at this bore, this prediction is likely also conservative. As suggested by the LOM scenarios, this drawdown is expected to recover relatively quickly following the cessation of mining.

Billa Kalina and New Mudla Monwell are simulated as pastoral bores installed in the Cadna-owie Formation. Both measure negligible drawdown during the history-matching period but are simulated as experiencing 1 to 2 m of drawdown over the same timeframe. Billa Kalina is east of the Aries borefield, and simulated drawdown stabilises from around 2023. New Mudla Monwell is north of the Aries borefield and continual drawdown from 2011 beyond the cessation of mining is predicted, with maximum modelled drawdown for the LOM scenarios occurring around 2039. As shown in Section 5.3.2ii, these bores are located in an area with no modelled Stuart Range Formation that is simulated to experience the upward migration of drawdown from the Aries borefield. Measured groundwater data suggest that this may be overly conservative, though the magnitude of modelled drawdown in the Upper Boorthanna is larger than in the Cadna-owie Formation.

Homestead Monwell and Woolshed Monwell are pastoral bores in the Upper Boorthanna Formation to the south of the Aries borefield. As shown in Section 5.3.2ii, the modelled 5 m drawdown contour for each scenario is near these bores. This is broadly consistent with the measured data, suggesting a reasonable representation of the dynamics of the Upper Boorthanna Formation. Modelled recovery for the LOM scenarios is less than 1 m between 2031 and 2039, though this is simulated to occur very close to the cessation of groundwater pumping.

In addition to the above, a modelled hydrograph representing the GAB springs is presented in Appendix C. This site shows no predicted drawdown during mining.

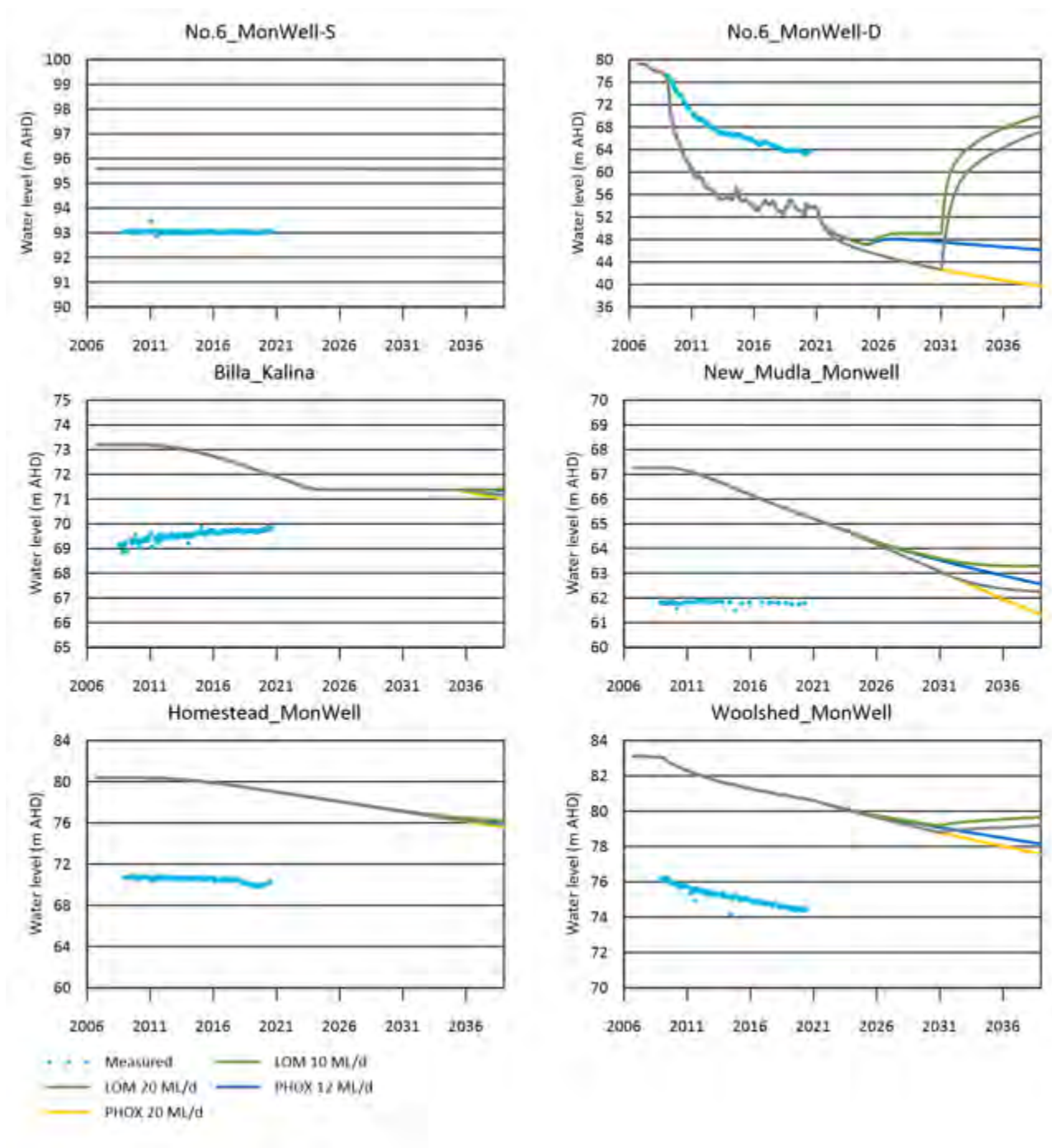
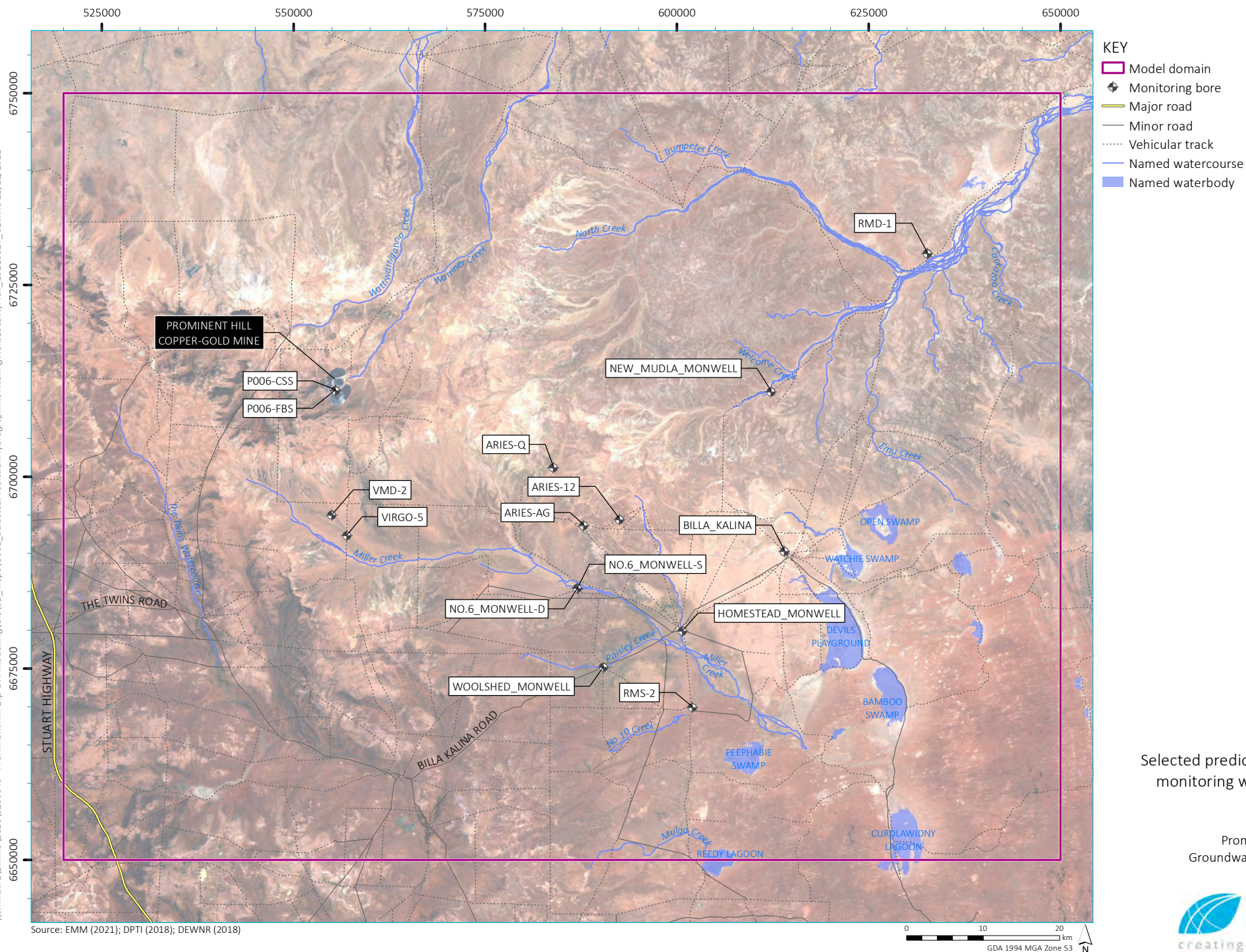


Figure 5.23 Selected pastoral bore predicted hydrographs during mining

\\emmsrv1\EMM3\2020\SZ00649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\G061_SelectedPredictionHydrographMonitoringWellsLocalityPlan_20210827_01.mxd 21/12/2021



Source: EMM (2021); DPTI (2018); DEWNR (2018)

Selected prediction hydrograph
monitoring wells locality plan

Prominent Hill Expansion
Groundwater modelling report
Figure 5.24

5.3.4 Post-mining recovery

As described in Section 3.5.4iv, the post-mining stress period incorporates a cessation of mine-related stresses and the inclusion of a modelled void for the open cut pit, including relevant climatic stresses over the pit footprint. The groundwater model has been used to predict the following:

- modelled fluxes at the end of the recovery period;
- maximum spatial drawdown extent at any time following the cessation of mining in HSUs consistent with Section 5.3.2; and
- the temporal groundwater level recovery at monitoring bores.

i Water balance

Modelled fluxes at the end of the 1,000-year post-mining recovery period are presented for each of the scenarios in Table 5.2, including the modelled fluxes from the pre-mining steady state stress period (also shown in Table 4.2) for reference. The table shows modelled fluxes for the full model domain, including the additional boundary fluxes associated with the open cut pit. Recharge and evapotranspiration are both larger than prior to mining, due to the simulation of increased recharge equal to rainfall and enhanced evapotranspiration at depth over the pit footprint. The flux increases are similar for all model scenarios.

Regional throughflow was predicted to increase during mining (refer Section 5.2), though 1,000 years post-mining these fluxes have largely recovered to the pre-mining rates for all scenarios, with a net throughflow change of less than 5%. Storage fluxes have reduced to a maximum of 0.13 ML/d for the PHOX 20 ML/d abstraction scenario, showing near steady-state conditions.

As per the history-matching and prediction periods the modelled water balance error is low for all scenarios, with maximum error below 0.1%.

Table 5.2 Modelled water balance 1,000 years post-mining (LOM January 3031, PHOX January 3039)

	Pre-mining steady state		LOM 20 ML/d abstraction		PHOX 20 ML/d abstraction		LOM 10 ML/d abstraction		PHOX 12 ML/d abstraction	
	In (ML/d)	Out (ML/d)	In (ML/d)	Out (ML/d)	In (ML/d)	Out (ML/d)	In (ML/d)	Out (ML/d)	In (ML/d)	Out (ML/d)
Regional throughflow	3.66	5.88	3.70	5.86	3.71	5.82	3.69	5.84	3.70	5.83
Recharge	3.56	-	4.22	-	4.22	-	4.22	-	4.22	-
Evapotranspiration	-	1.35	-	1.98	-	1.98	-	1.99	-	1.98
Mine drainage	-	0.00	-	0.00	-	0.00	-	0.00	-	0.00
Abstraction from bores	-	0.00	-	0.00	-	0.00	-	0.00	-	0.00
TSF seepage	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-
Storage	0.00	0.00	0.00	0.10	0.00	0.13	0.00	0.09	0.00	0.11
Total	7.22	7.23	7.92	7.92	7.93	7.93	7.91	7.92	7.92	7.92
Water balance error	0.06%		0.02%		0.04%		0.02%		0.02%	

ii Pit groundwater recovery

A hydrograph of modelled groundwater level at the open cut pit during and following mining for all scenarios is presented in Figure 5.25. This shows the temporal progression of pit depth up to 2018, and the resultant water level in the pit following partial backfilling at the end of mining (to -200 m AHD for LOM and -160 m AHD for PHOX). Each of the scenarios predicts that a pit lake will not form, as the incident rainfall volume plus inflow from groundwater is insufficient to overcome potential evaporation (simulated as 70% of pan evaporation, discussed in Section 3.5.4iv). The modelled water levels recover quickly to the top of backfilled material following the cessation of mining, as the modelled boundary condition assigns incident rainfall directly to the watertable in a unit of very low specific yield and hydraulic conductivity. Post-closure, modelling predicts that a pit lake will not form, and the mining area will remain a groundwater sink. This outcome is consistent with anecdotal evidence from the site, with minimal pumping from sumps only required historically and only minor, localised inflows to the underground operations. It is also broadly consistent with previous modelling that predicted only minor post-mining groundwater inflows to the pit (SKM 2013).

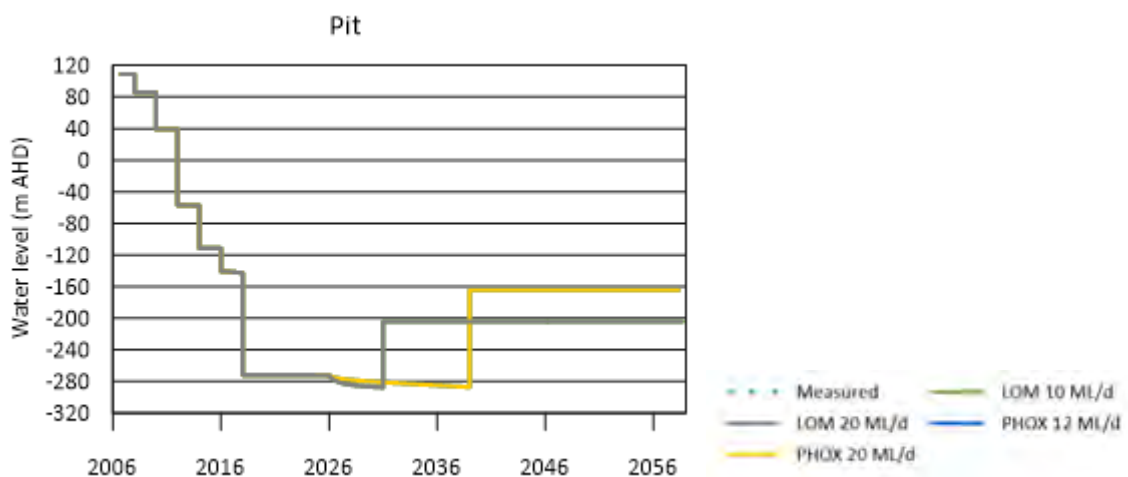


Figure 5.25 Predicted hydrographs of open cut pit water elevation

iii Maximum drawdown extents

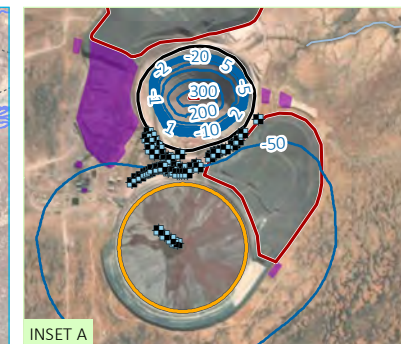
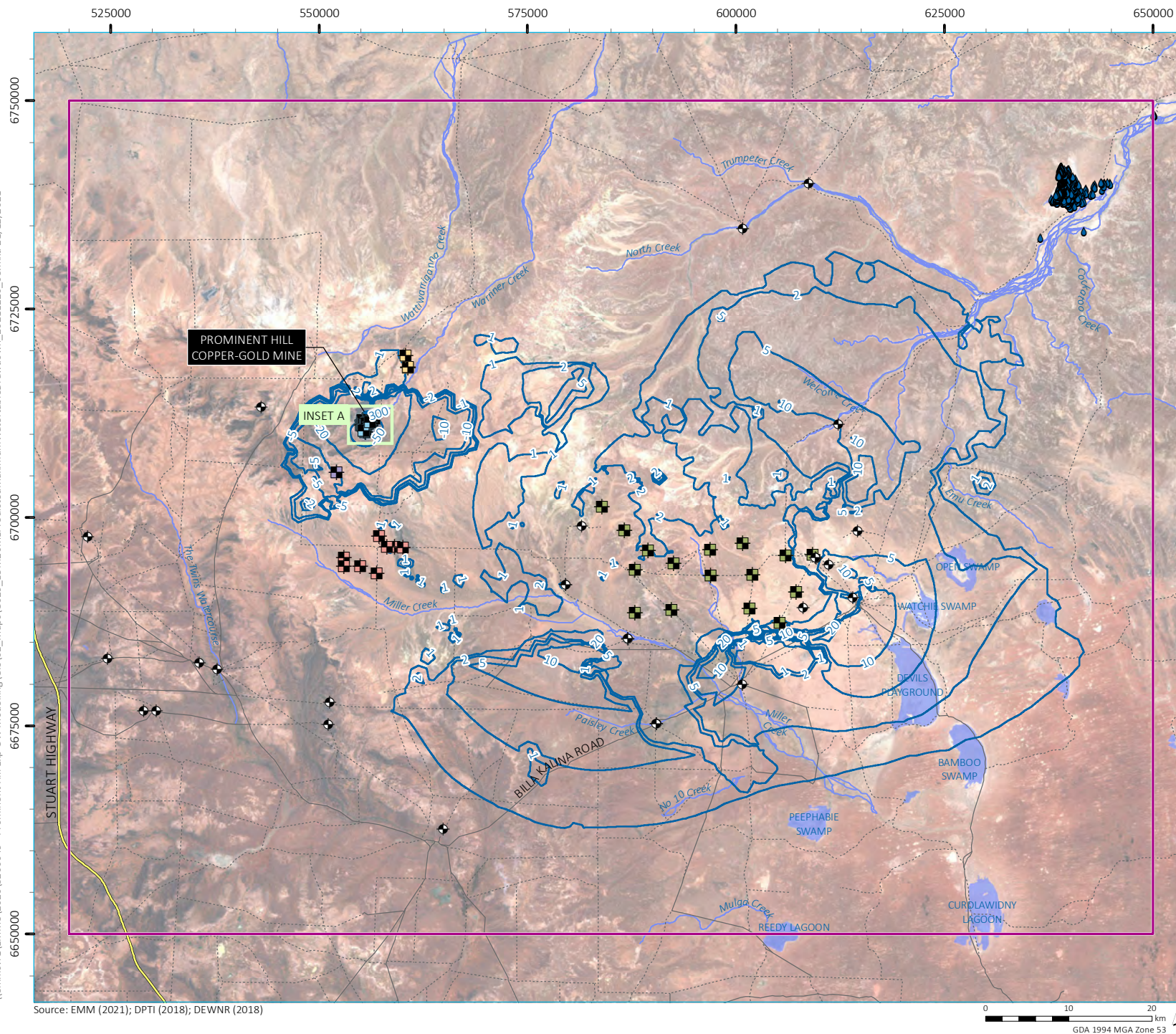
a Watertable

Modelled maximum watertable drawdown contours at any time following cessation of mining are presented in Figure 5.26 to Figure 5.29 for all four prediction scenarios. This was calculated by comparing the temporal head in each model cell from the end of mining through the end of the 1,000-year recovery stress period against the corresponding modelled steady-state head. The largest modelled change in head was then calculated for each cell and used to develop contours showing maximum modelled drawdown/mounding irrespective of time.

As per Section 5.3.2i, modelled watertable responses is representative of groundwater level changes over multiple HSUs. The predicted watertable responses are broadly similar to the end of mining, but with a larger spatial extent. The largest differences are in the greater extent of mounding around the TSF (with an east-west diameter of approximately 25 km), and further expansion of drawdown to the south and east of the Aries borefield. Modelled drawdown does not reach the watertable across the central area of the Aries borefield, due to the low permeability of the overlying Stuart Range Formation.

The greatest modelled extent of drawdown in the north-east of the model domain does not reach the GAB springs; with over 15 km between the 1 m drawdown contour and the springs for all of the predictive scenarios.

\\emmsr\emmsr\EMM3\2020\S200649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\G029_LOM20ML\PredictedMaximumWaterTableDrawdown_20211220_03.mxd 21/12/2021



KEY

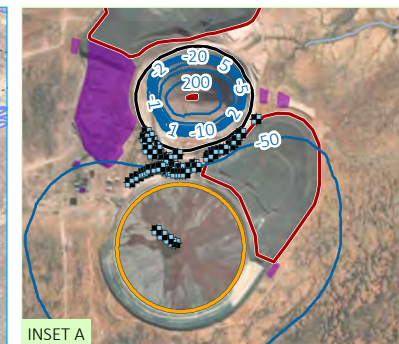
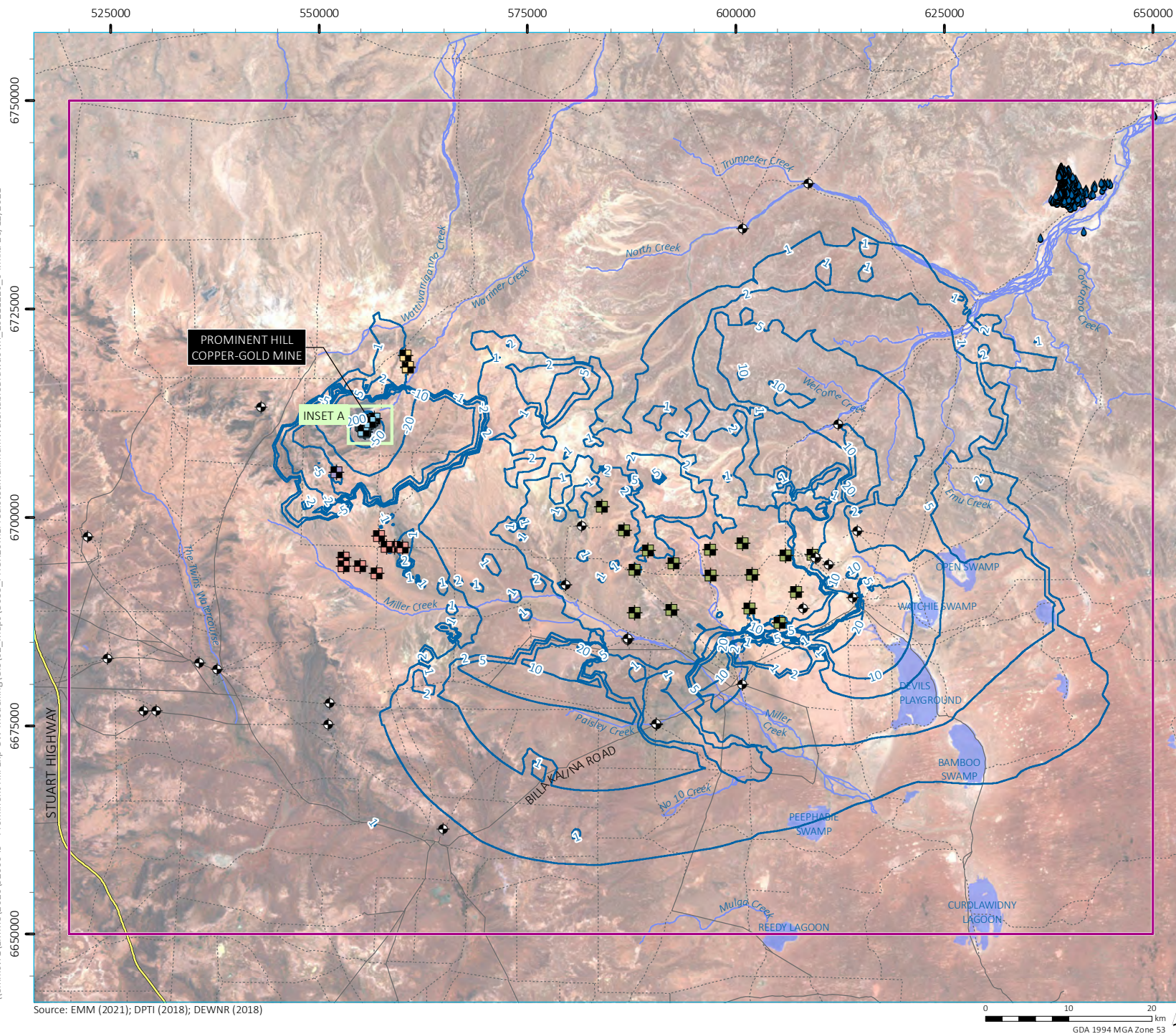
- Model domain
- +
 Pastoral bore
- Spring (Great Artesian Basin)
- Production bore
- Aries
- Gemini
- Taurus
- Virgo
- TSF
- Modelled drawdown (m)
- Major road
- Minor road
- Vehicular track
- Named watercourse
- Named waterbody
- INSET KEY
- Stockpile
- Tailings storage facility
- Waste rock dump

LOM 20 ML/day abstraction
predicted maximum watertable
drawdown

Prominent Hill Expansion
Groundwater modelling report
Figure 5.26



\\emmsvr1\EMM3\2020\200649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\G035_PHOX20MLPredictedMaximumWaterTableDrawdown_20211220_04.mxd 20/12/2021



KEY

- Model domain
- Pastoral bore
- Spring (Great Artesian Basin)
- Production bore
- Aries
- Gemini
- Taurus
- Virgo
- TSF
- Modelled drawdown (m)
- Major road
- Minor road
- Vehicular track
- Named watercourse
- Named waterbody

INSET KEY

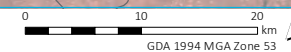
- Stockpile
- Tailings storage facility
- Waste rock dump

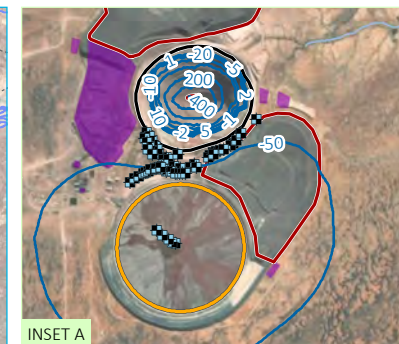
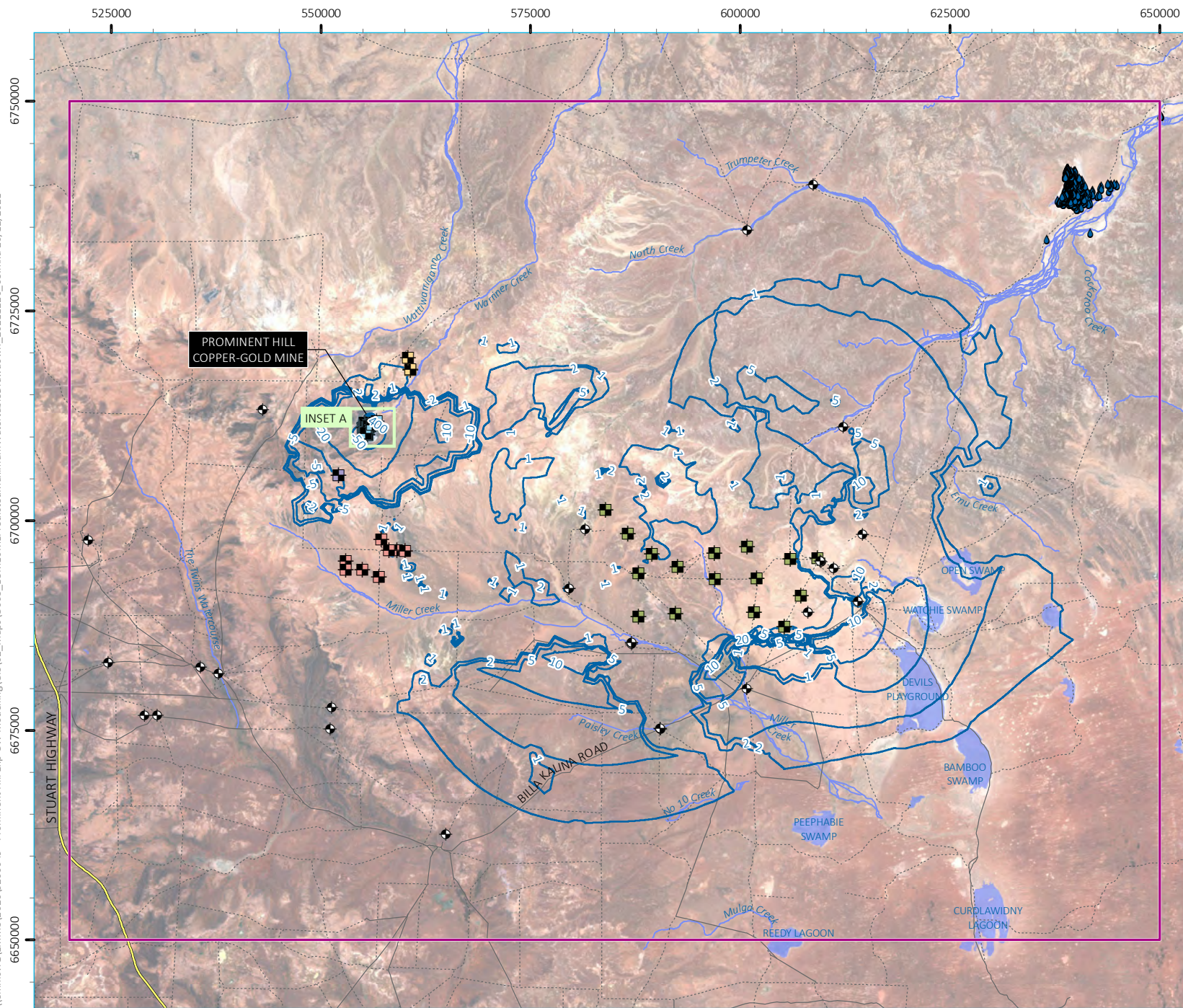
PHOX 20 ML/day abstraction
predicted maximum watertable
drawdown

Prominent Hill Expansion
Groundwater modelling report
Figure 5.27



Source: EMM (2021); DPTI (2018); DEWNR (2018)





KEY

- Model domain
- Pastoral bore
- Spring (Great Artesian Basin)
- Production bore
- Aries
- Gemini
- Taurus
- Virgo
- TSF
- Modelled drawdown (m)
- Major road
- Minor road
- Vehicular track
- Named watercourse
- Named waterbody
- INSET KEY
- Stockpile
- Tailings storage facility
- Waste rock dump

LOM 10 ML/day abstraction
predicted maximum watertable
drawdown

Prominent Hill Expansion
Groundwater modelling report
Figure 5.28

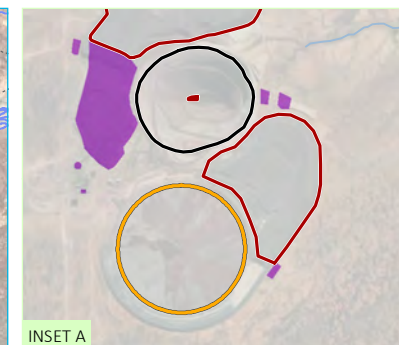
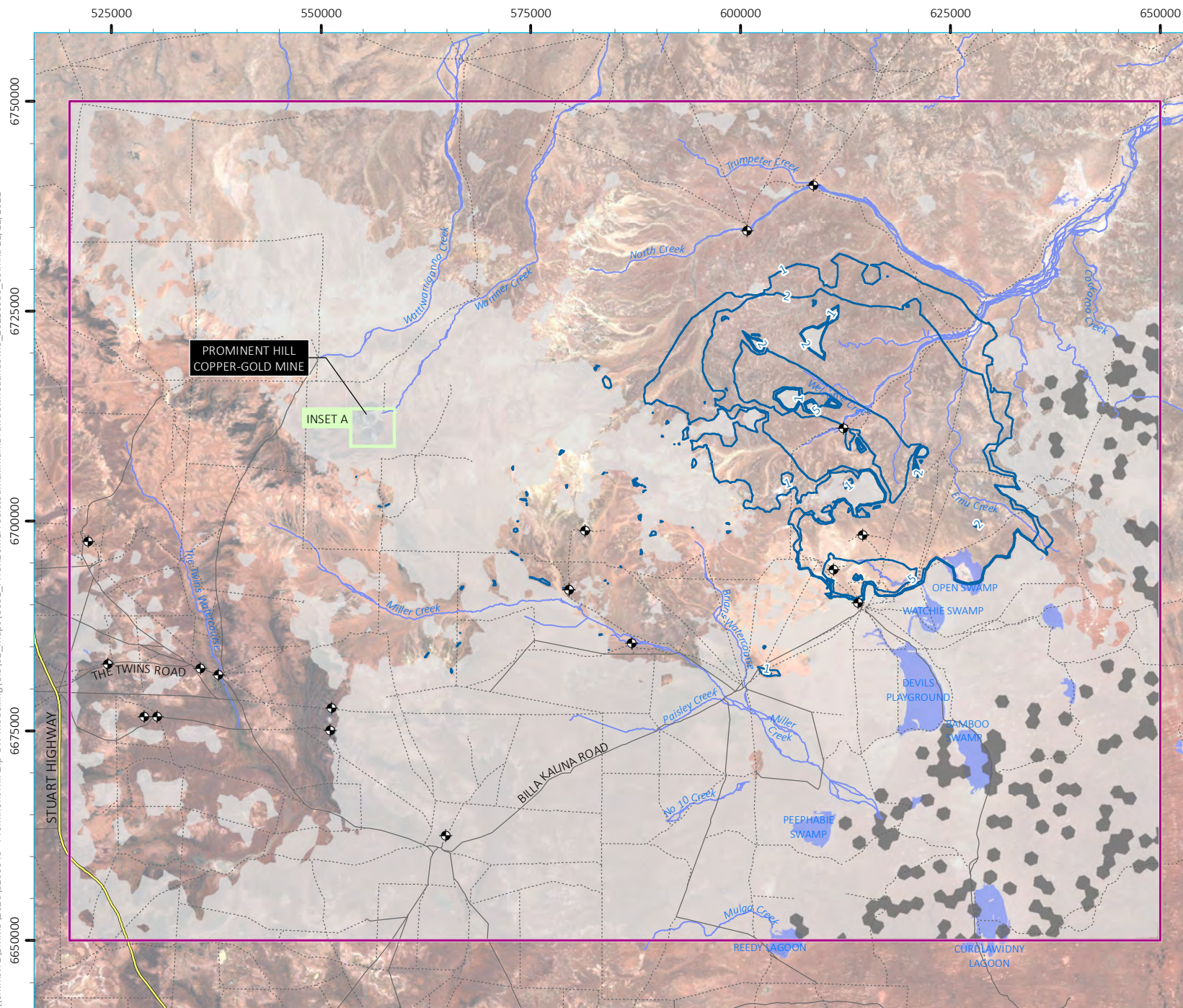
b Cadna-owie Formation

Contours of maximum modelled drawdown and mounding in the Cadna-owie Formation regardless of time are presented in Figure 5.30 to Figure 5.33. Consistent with Section 5.3.2, modelled drawdown in the north-eastern part of the model domain is largely similar between the watertable and Cadna-owie Formation, with a minor increase in modelled drawdown extent east of the Aries borefield.

Maximum modelled drawdown in the Cadna-owie Formation is largely constrained to the north east of the Aries borefield, with some minor areas of >1 m drawdown in the area above the Aries borefield. Drawdown extents are dependent on groundwater abstraction rate and duration, with the extended mine life for PHOX simulated to cause an increase in maximum drawdown in the Cadna-owie Formation.

As per the end of mining, four pastoral bores are predicted to experience at least 1 m of drawdown, though this is expected to be overly conservative given history match performance at these bores (refer Section 5.3.3iii).

\\emmsrv1\EMM3\2020\200649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\G031_PHOX20MLPredictedMaximumDrawdownCadnaowie_20210930_05.mxd 21/12/2021



INSET A

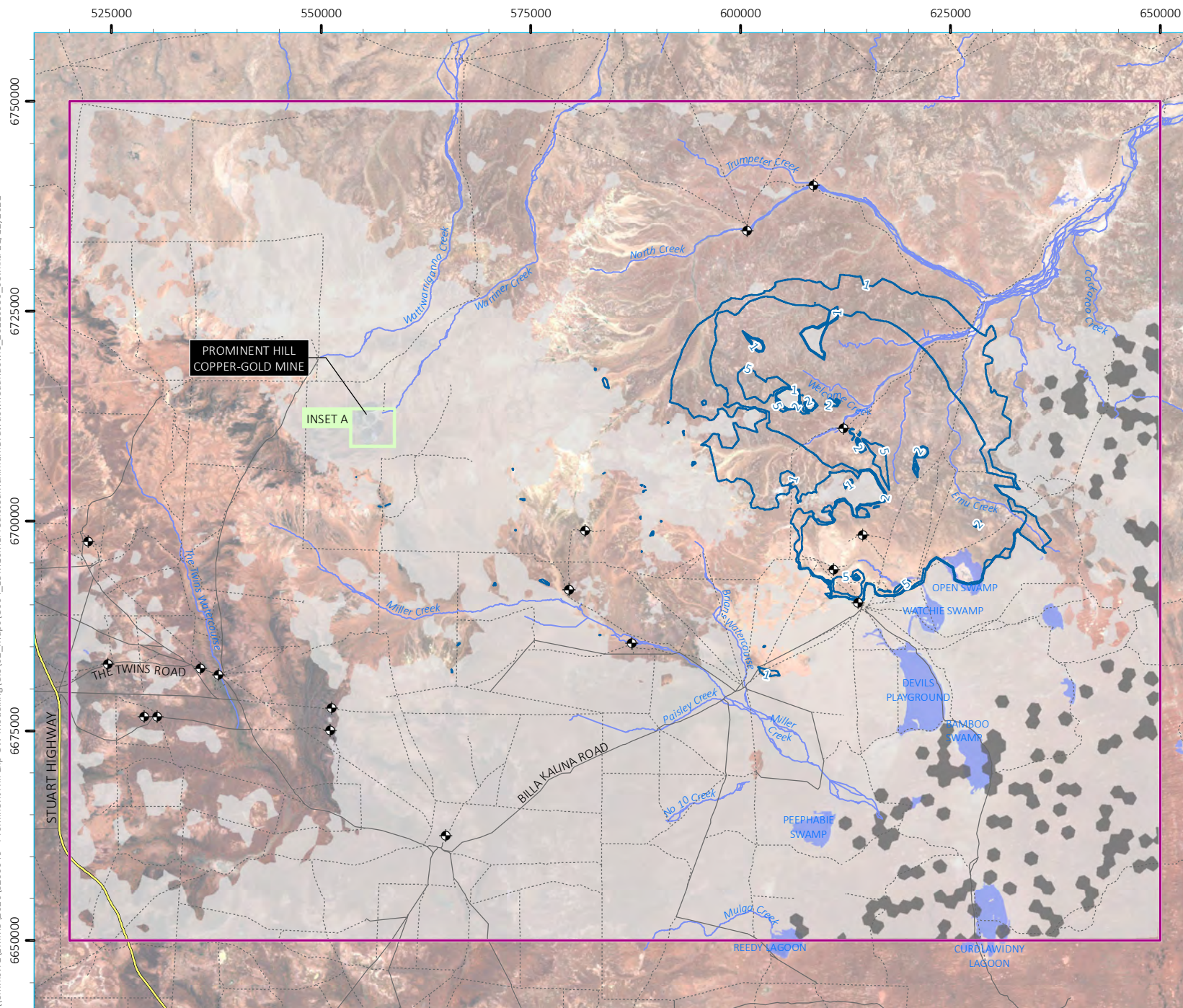
KEY

- Model domain
 - Pastoral bore
 - Modelled drawdown (m)
 - Major road
 - Minor road
 - Vehicular track
 - Named watercourse
 - Named waterbody
 - Layer absent
 - HSU dry area
- INSET KEY
- Stockpile
 - Tailings storage facility
 - Waste rock dump

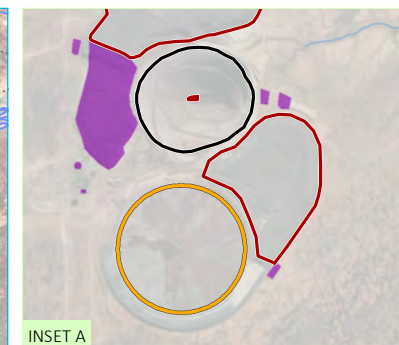
LOM 20 ML/day abstraction
predicted maximum drawdown
in the Cadna-owie Formation

Prominent Hill Expansion
Groundwater modelling report
Figure 5.30

\\emmsrv1\EMM3\2020\200649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\G064_LOM10MLPredictedMaximumDrawdownCadnaowie_20210930_03.mxd 21/12/2021



Source: EMM (2021); DPTI (2018); DEWNR (2018)



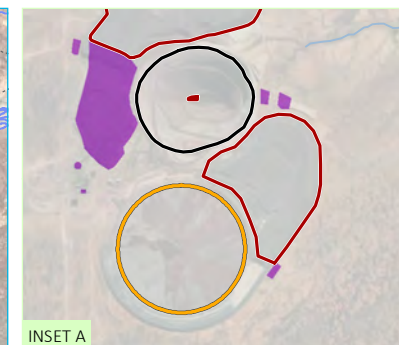
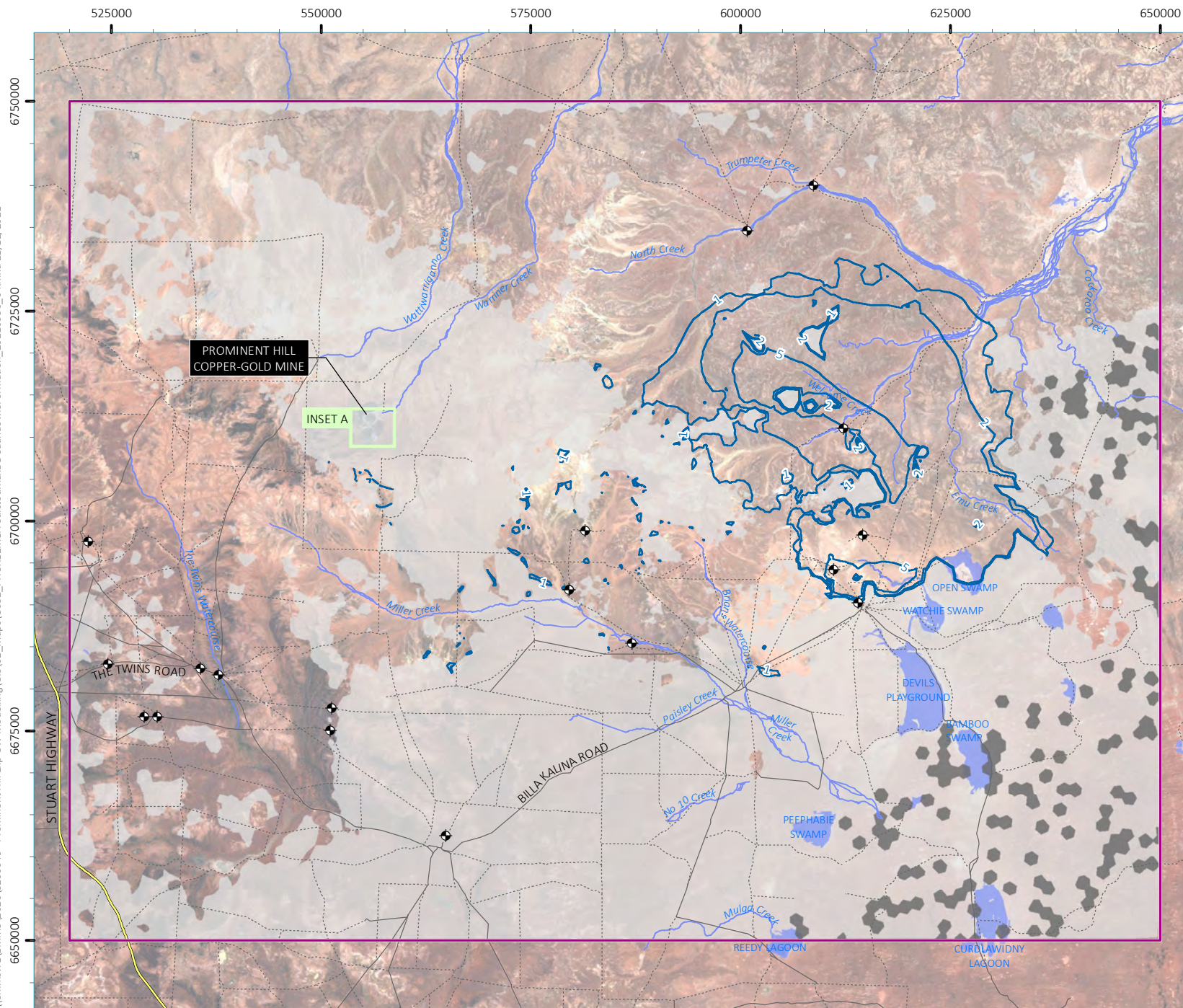
KEY

- Model domain
 - Pastoral bore
 - Modelled drawdown (m)
 - Major road
 - Minor road
 - Vehicular track
 - Named watercourse
 - Named waterbody
 - Layer absent
 - HSU dry area
- INSET KEY
- Stockpile
 - Tailings storage facility
 - Waste rock dump

LOM 10 ML/day abstraction
predicted maximum drawdown in
the Cadna-owie Formation

Prominent Hill Expansion
Groundwater modelling report
Figure 5.32

\\emmsrv1\EMM3\2020\200649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\G052_PHOX12MLPredictedMaxDDCadnaowieFormation_20210930_04.mxd 21/12/2021



KEY

- Model domain
 - Pastoral bore
 - Modelled drawdown (m)
 - Major road
 - Minor road
 - Vehicular track
 - Named watercourse
 - Named waterbody
 - Layer absent
 - HSU dry area
- INSET KEY
- Stockpile
 - Tailings storage facility
 - Waste rock dump

PHOX 12 ML/day abstraction
predicted maximum drawdown in
the Cadnaowie Formation

Prominent Hill Expansion
Groundwater modelling report
Figure 5.33

c Upper Boorthanna Formation

Contours of maximum modelled drawdown in the Upper Boorthanna Formation regardless of time are presented in Figure 5.34 to Figure 5.37. The maximum drawdown extent is very similar across the model domain to the simulated drawdown at the end of mining, suggesting that regional aquifer recovery will occur shortly after the cessation of groundwater abstraction.

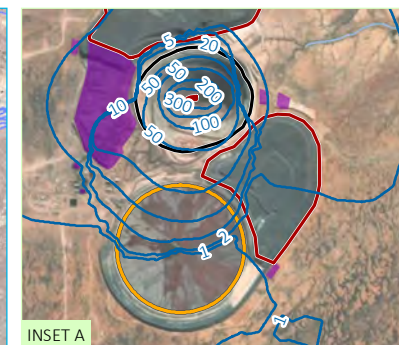
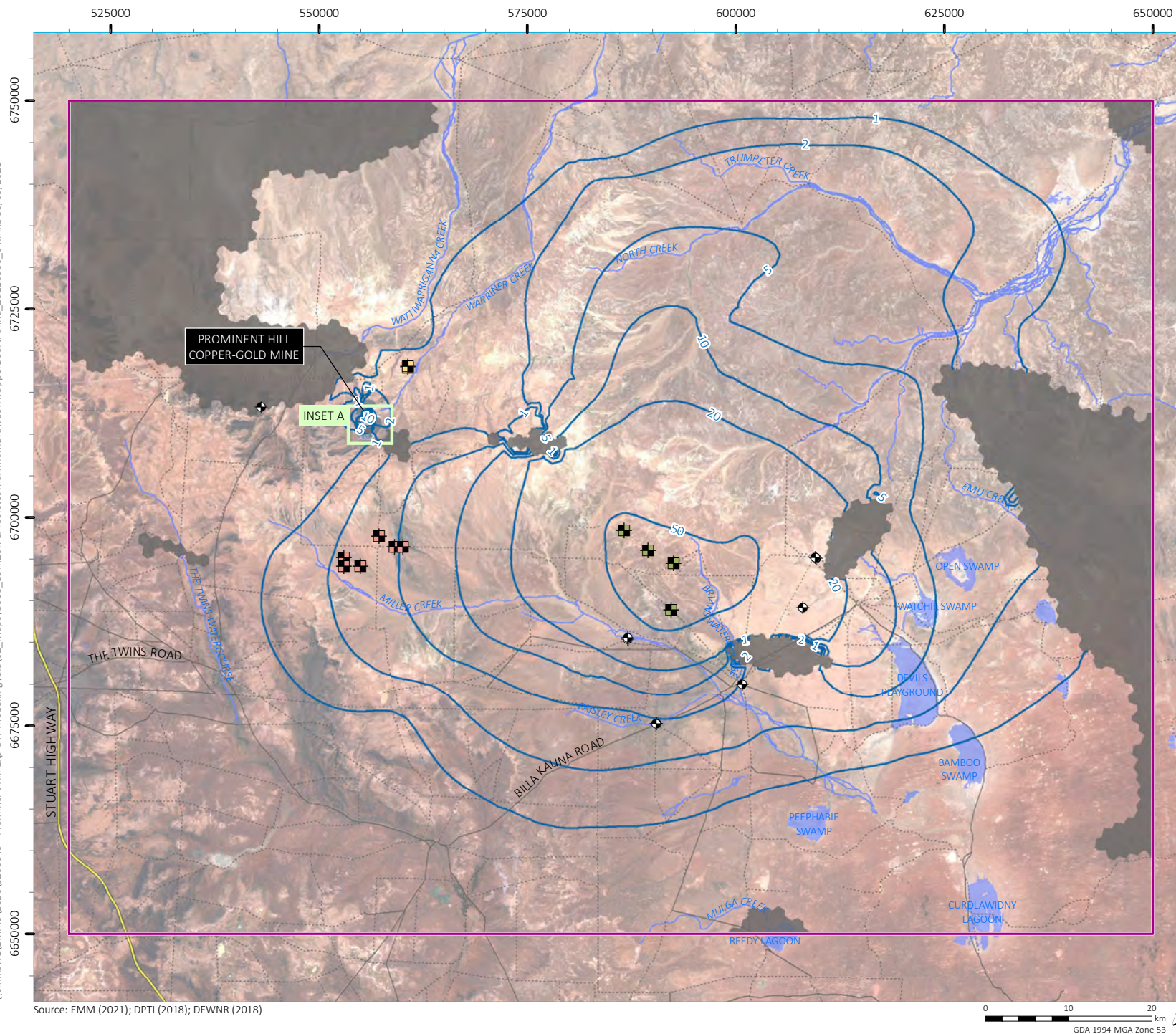
Unlike in Section 5.3.2, no mounding contours are predicted for any of the scenarios. This is due to the algorithm used in assessing maximum modelled drawdown. At the end of mining, mounding from TSF seepage is predicted to be evident in the Upper Boorthanna Formation at the site with a maximum magnitude of 1 to 2 m above baseline groundwater elevations. Following the cessation of mining, this mound is predicted to disperse, and the open cut pit is predicted to act as a groundwater sink. During the 1,000-year post-mining recovery stress period, the expansion of drawdown surrounding the open cut pit is predicted to affect groundwater levels in the Boorthanna Formation to a greater magnitude than mounding from TSF seepage.

Regional maximum groundwater drawdown (both magnitude and spatial extent) due to abstraction in the Aries borefield is not predicted to significantly exceed what is simulated at the end of mining in the central and northern sections of the model domain. Additional drawdown following mining is predicted in the area around the mine, due to continued discharge to the open cut pit (which is then predicted to evaporate). All model scenarios predict the drawdown around the mine to merge with drawdown from the Aries borefield during the post-mining period, whereas only the PHOX scenarios predict drawdown interference at the end of mining (refer Section 5.3.2iii). In addition, drawdown from the Aries borefield is predicted to propagate further south following the cessation of abstraction.

d Lower Boorthanna Formation

Contours of maximum modelled drawdown in the Lower Boorthanna Formation regardless of time are presented in Figure 5.38 to Figure 5.41. The maximum modelled groundwater level responses in this HSU follow a similar pattern to the Upper Boorthanna Formation; with drawdown at the mine exceeding the impact of mounding, additional drawdown to the south of the Aries borefield, and maximum contour magnitude/extent in the centre and north of the domain largely unchanged from the end of mining.

\\emmsr\1\EMM3\2020\0\S200649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\LOM20MLPredictedMaximumDrawdownUpperBoorthanna_20210930_04.mxd 30/09/2021



KEY

- Model domain
- Pastoral bore
- Production bore
- Aries
- Taurus
- Virgo
- Modelled drawdown (m)
- Major road
- Minor road
- Vehicular track
- Named watercourse
- Named waterbody
- Layer absent

INSET KEY

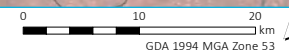
- Stockpile
- Tailings storage facility
- Waste rock dump

LOM 20 ML/day abstraction
predicted maximum drawdown
in the Upper Boorthanna Formation

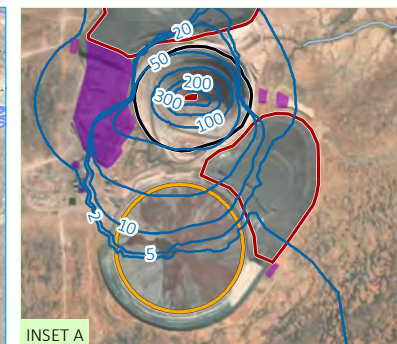
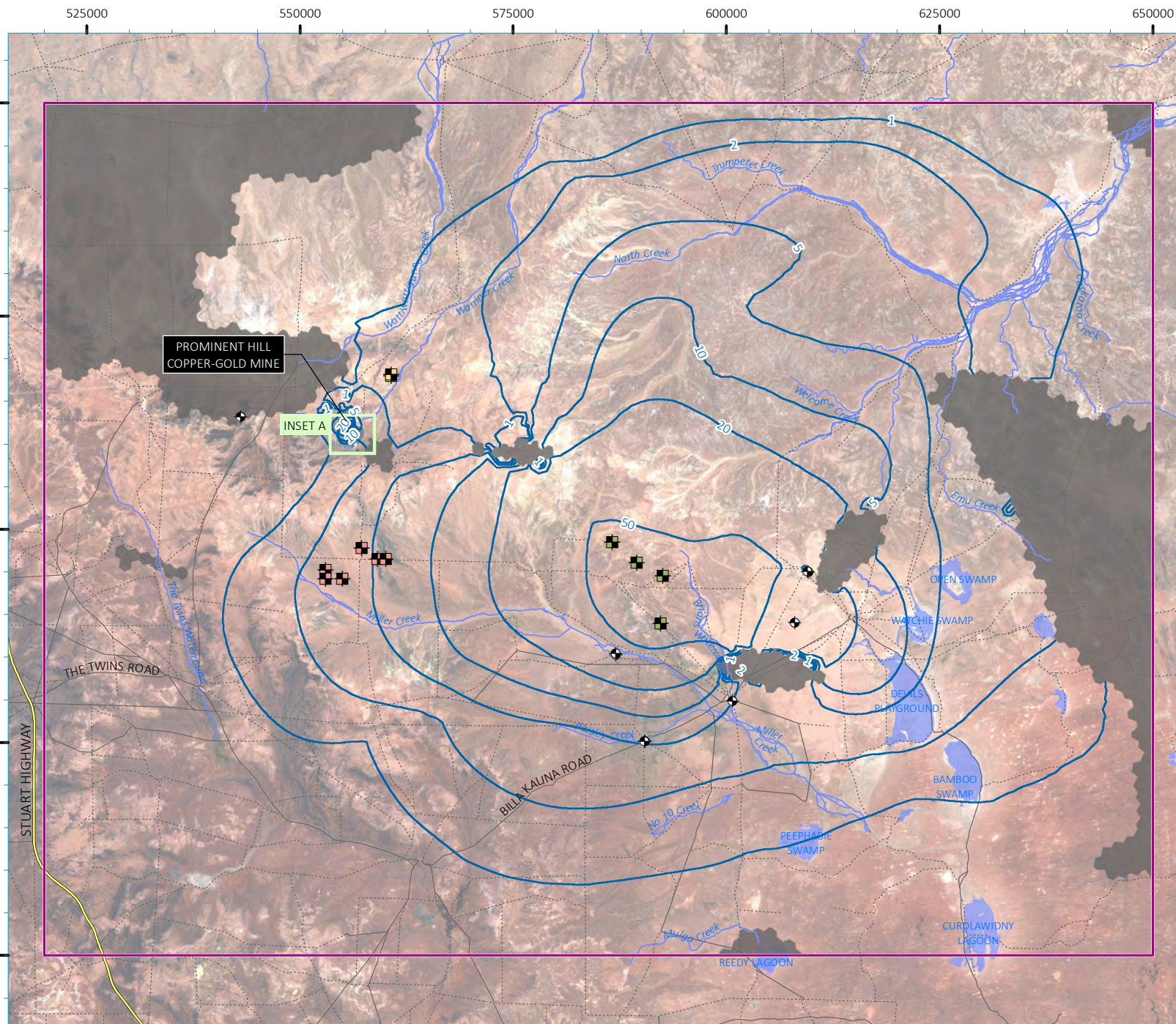
Prominent Hill Expansion
Groundwater modelling report
Figure 5.34



Source: EMM (2021); DPTI (2018); DEWNR (2018)



\\emmsrv1\EMM3\2020\200649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\PHOX20MLPredictedMaximumDrawdownUpperBoorthannaFormation_20210930_04.mxd 21/12/2021



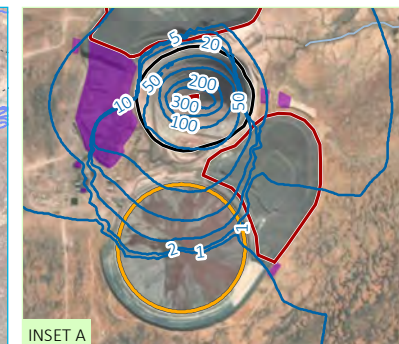
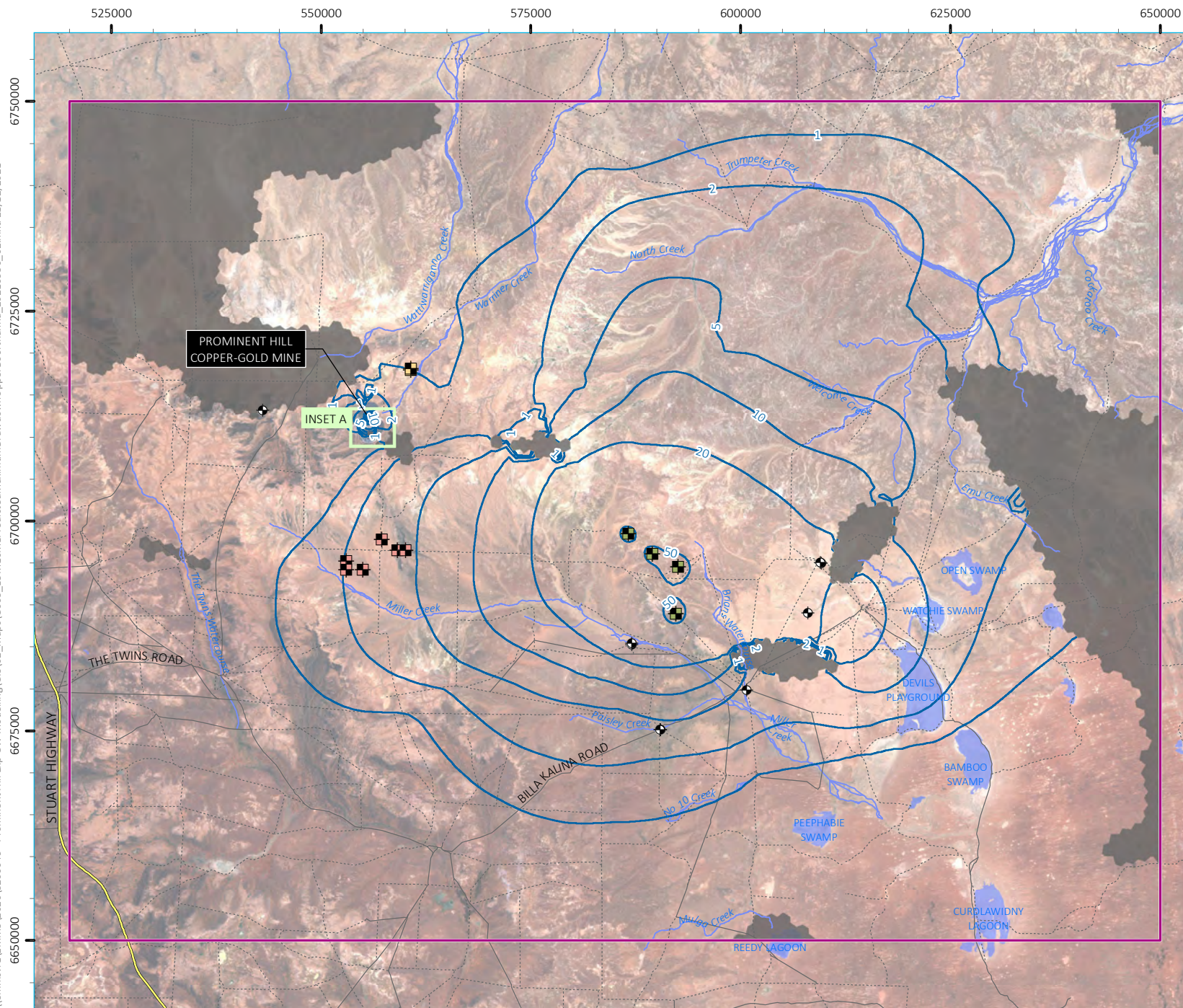
KEY

- Model domain
 - Pastoral bore
 - Production bore
 - Aries
 - Taurus
 - Virgo
 - Modelled drawdown (m)
 - Major road
 - Minor road
 - Vehicular track
 - Named watercourse
 - Named waterbody
 - Layer absent
- INSET KEY**
- Stockpile
 - Tailings storage facility
 - Waste rock dump

PHOX 20 ML/day abstraction
predicted maximum drawdown in
the Upper Boorthanna Formation

Prominent Hill Expansion
Groundwater modelling report
Figure 5.35

\\emmsvr1\EMM3\2020\5200649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\G065_LOM10MLPredictedMaximumDrawdownUpperBoorthanna_20210930_02.mxd 21/12/2021



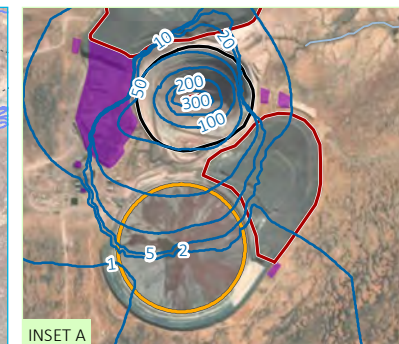
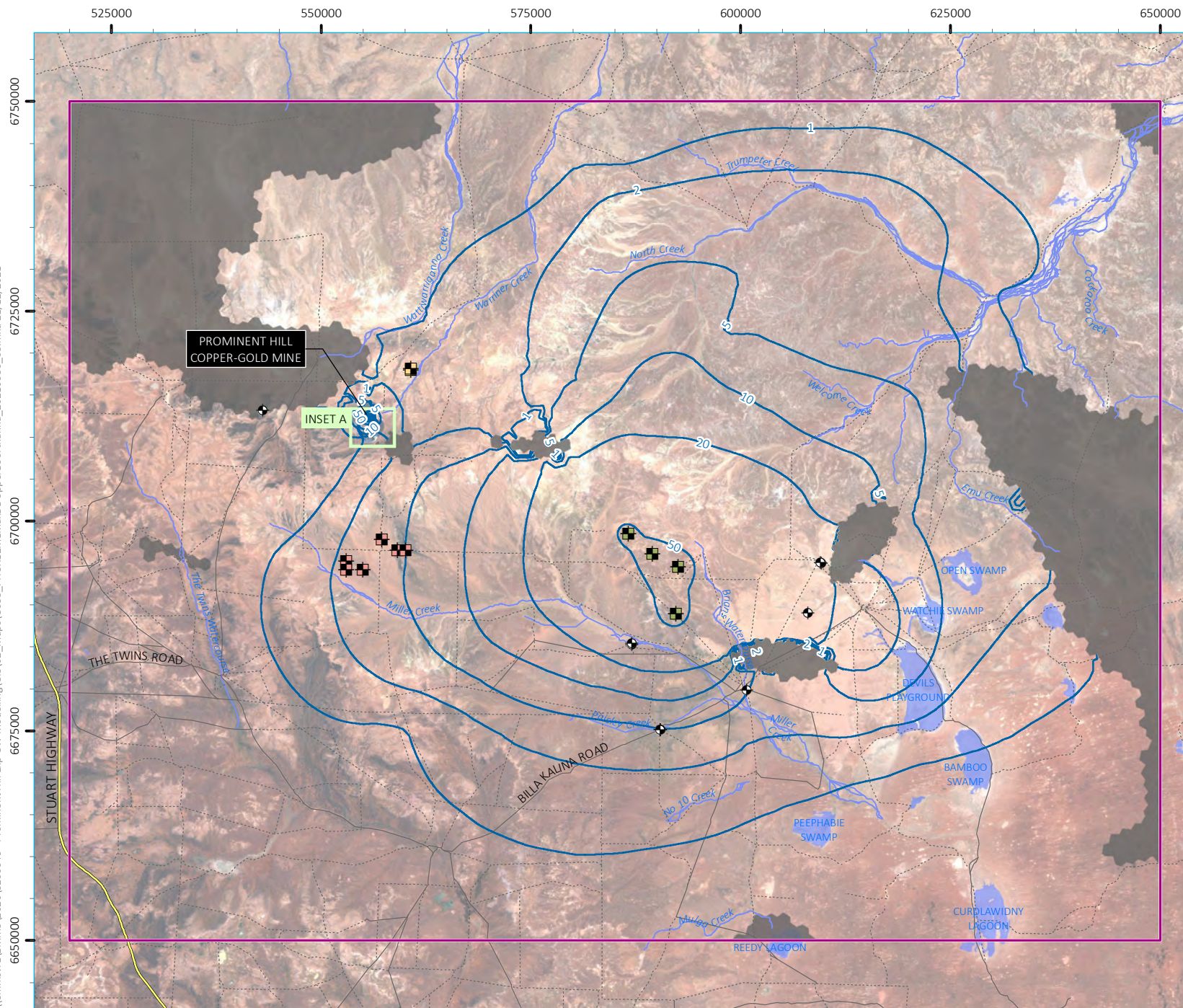
KEY

- Model domain
 - Pastoral bore
 - Production bore
 - Aries
 - Taurus
 - Virgo
 - Modelled drawdown (m)
 - Major road
 - Minor road
 - Vehicular track
 - Named watercourse
 - Named waterbody
 - Layer absent
- INSET KEY
- Stockpile
 - Tailings storage facility
 - Waste rock dump

LOM 10 ML/day abstraction
predicted maximum drawdown in
the Upper Boorthanna Formation

Prominent Hill Expansion
Groundwater modelling report
Figure 5.36

\\emmsvr1\EMM3\2020\200649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\G053_PHOX12MLMaxDDUpperBoorthanna_20210930_03.mxd 21/12/2021



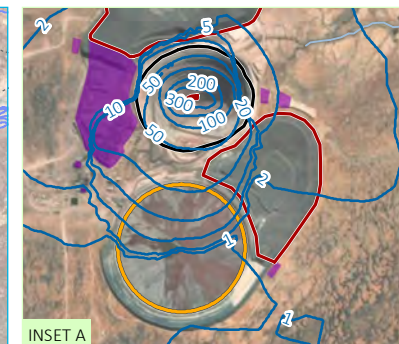
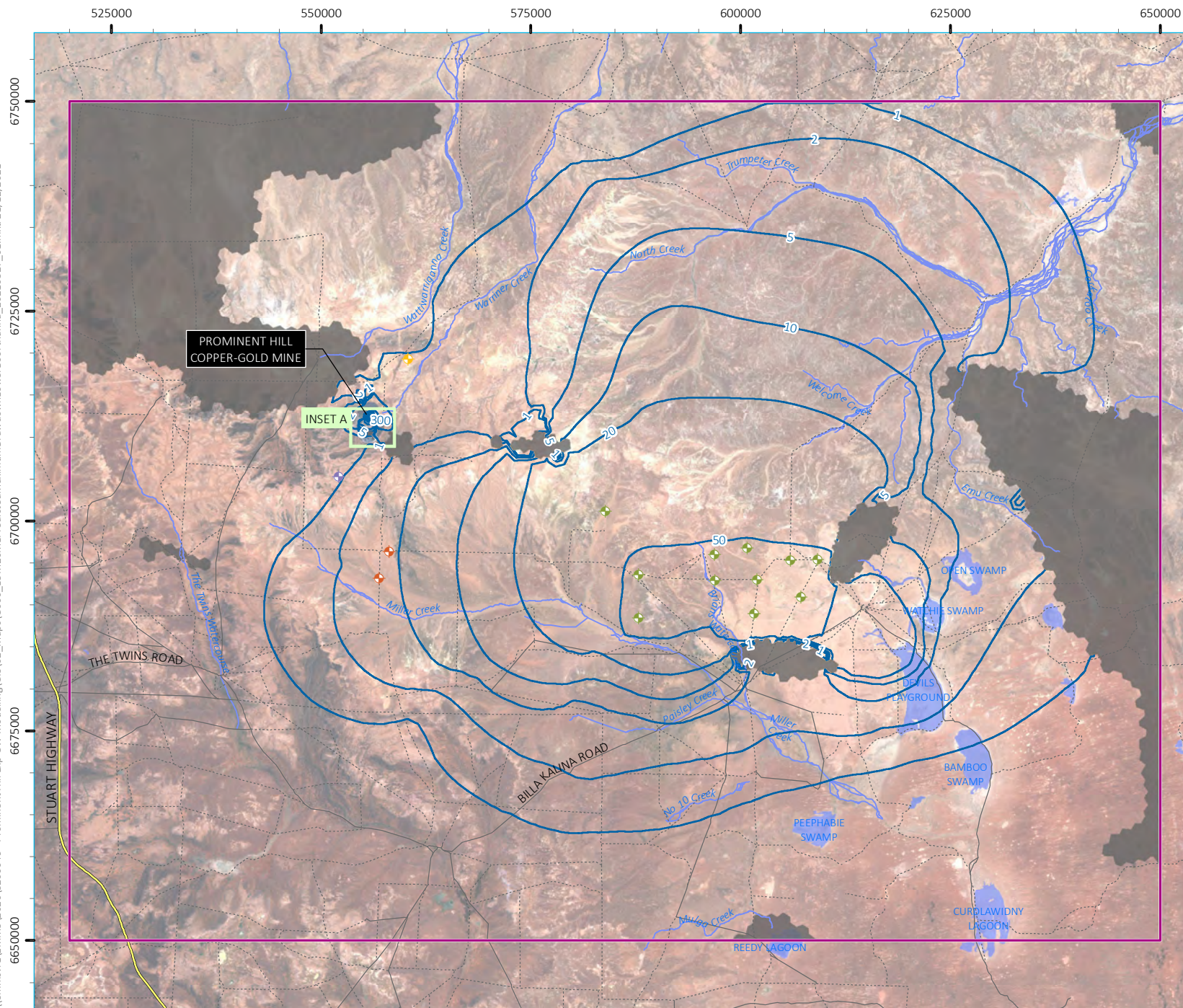
KEY

- Model domain
 - Pastoral bore
 - Production bore
 - Aries
 - Taurus
 - Virgo
 - Modelled drawdown (m)
 - Major road
 - Minor road
 - Vehicular track
 - Named watercourse
 - Named waterbody
 - Layer absent
- INSET KEY**
- Stockpile
 - Tailings storage facility
 - Waste rock dump

PHOX 12 ML/day abstraction
predicted maximum drawdown in
the Upper Boorthanna Formation

Prominent Hill Expansion
Groundwater modelling report
Figure 5.37

\\emmsvr1\EMM3\2020\0\S200649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\G066_L0M20MLPredictedMaximumDrawdownLowerBoorthanna_20210827_01.mxd 21/12/2021



KEY

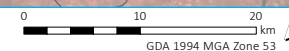
- Model domain
 - Production bore
 - ◆ Aries
 - ◆ Gemini
 - ◆ Taurus
 - ◆ Virgo
 - Modelled drawdown (m)
 - Major road
 - Minor road
 - - - Vehicular track
 - Named watercourse
 - Named waterbody
 - Layer absent
- #### INSET KEY
- Stockpile
 - Tailings storage facility
 - Waste rock dump

LOM 20 ML/day abstraction
predicted maximum drawdown in
the Lower Boorthanna Formation

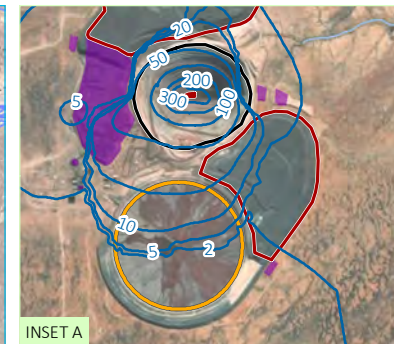
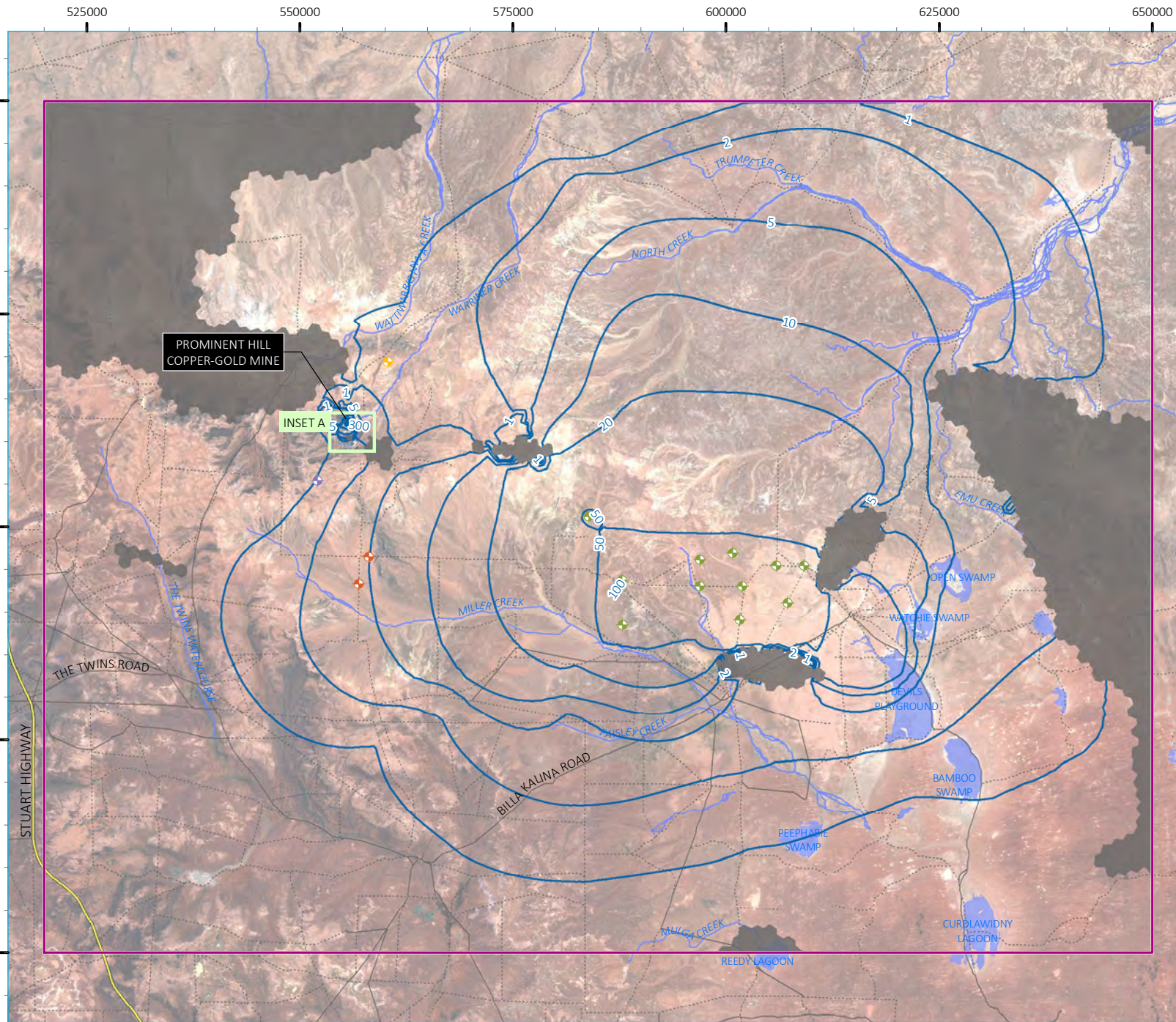
Prominent Hill Expansion
Groundwater modelling report
Figure 5.38



Source: EMM (2021); DPTI (2018); DEWNR (2018)



\\emmsvr1\EMM3\2020\S200649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\G067_PHOX20MLPredictedMaximumDrawdownLowerBoorthannaFormation_20210827_01.mxd 27/08/2021



KEY

- Model domain
- Production bore
- ◆ Aries
- ◆ Gemini
- ◆ Taurus
- ◆ Virgo
- Modelled drawdown (m)
- Major road
- Minor road
- Vehicular track
- Named watercourse
- Named waterbody
- Layer absent

INSET KEY

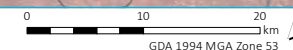
- Stockpile
- Tailings storage facility
- Waste rock dump

PHOX 20 ML/day abstraction
predicted maximum drawdown in
the Lower Boorthanna Formation

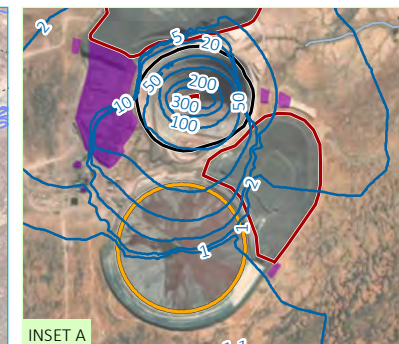
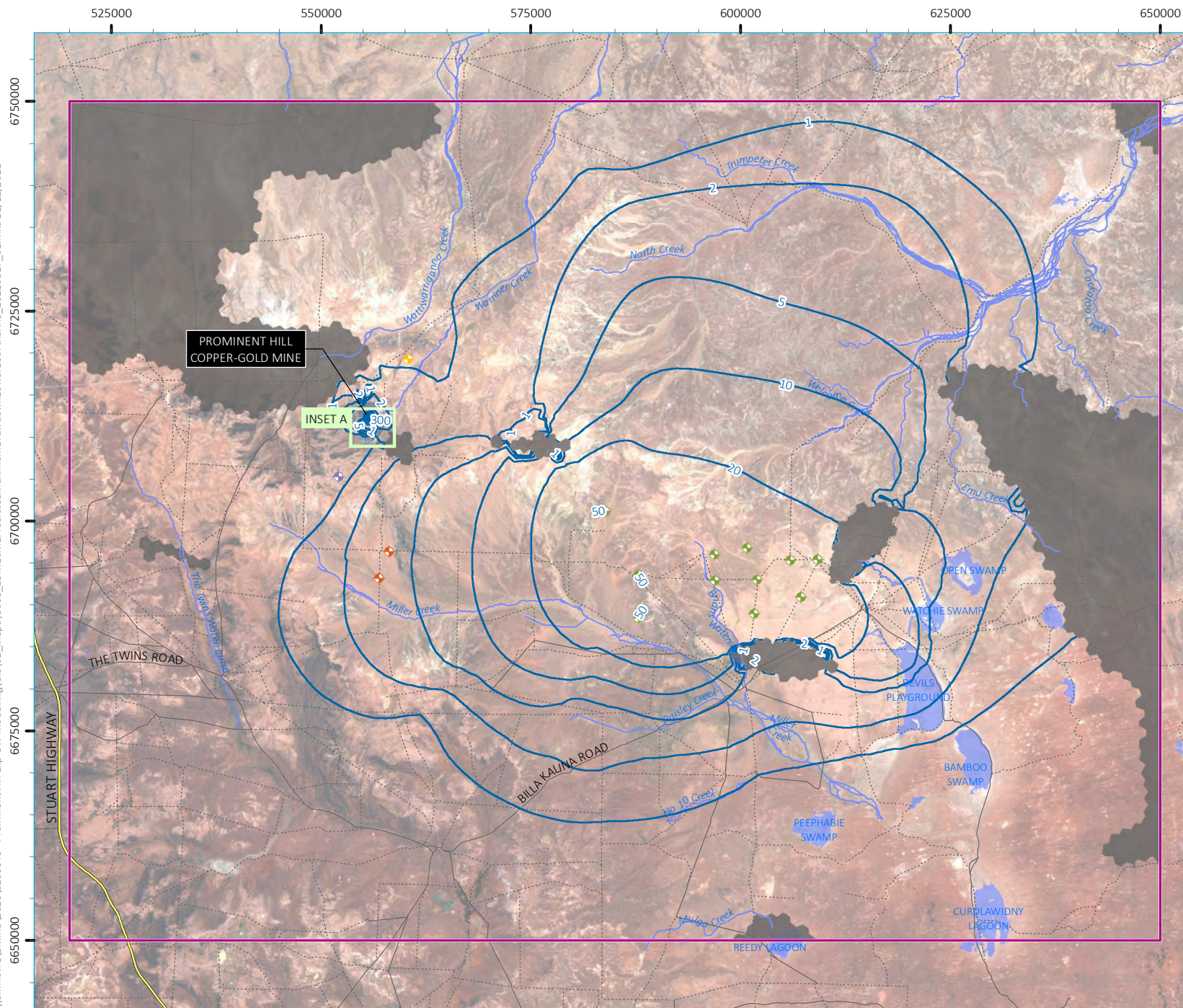
Prominent Hill Expansion
Groundwater modelling report
Figure 5.39



Source: EMM (2021); DPTI (2018); DEWNR (2018)



\\emmsvr1\EMM3\2020\200649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\G068_LOM10MLPredictedMaximumDrawdownLowerBoorthanna_20210827_01.mxd 21/12/2021



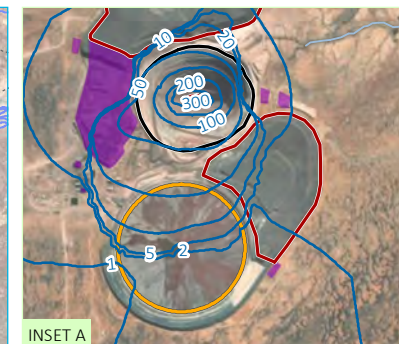
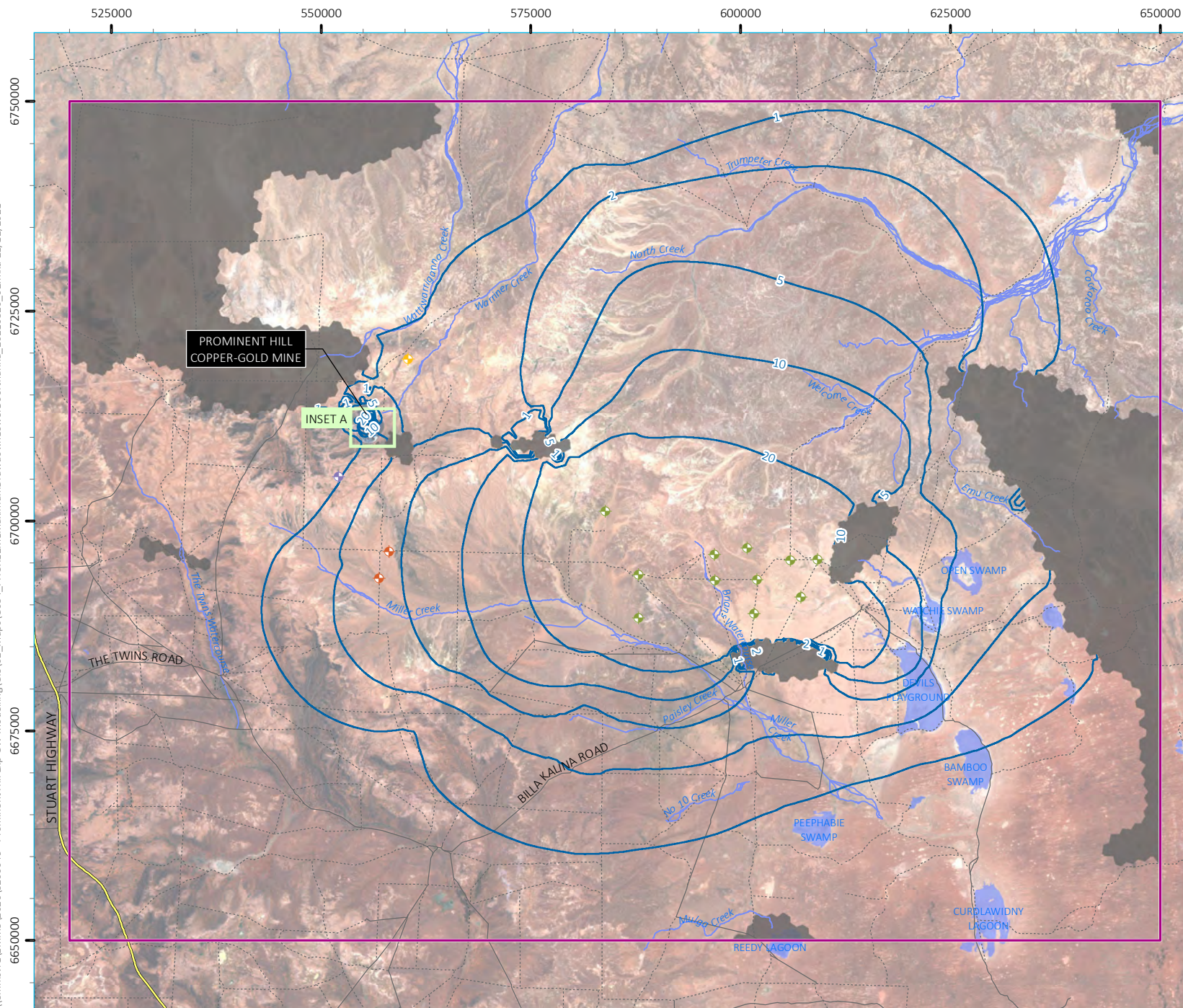
KEY

- Model domain
 - Production bore
 - ◆ Aries
 - ◆ Gemini
 - ◆ Taurus
 - ◆ Virgo
 - Modelled drawdown (m)
 - Major road
 - Minor road
 - - - Vehicular track
 - Named watercourse
 - Named waterbody
 - Layer absent
- INSET KEY**
- Stockpile
 - Tailings storage facility
 - Waste rock dump

LOM 10 ML/day abstraction
predicted maximum drawdown in
the Lower Boorthanna Formation

Prominent Hill Expansion
Groundwater modelling report
Figure 5.40

\\emmsvr1\EMM3\2020\200649 - Prominent Hill Exp GW Modelling\GIS\02_Maps\G054_PHOX12MLMaximumDrawdownLowerBoorthanna_20210826_02.mxd 21/12/2021



KEY

- Model domain
- Production bore
 - ◆ Aries
 - ◆ Gemini
 - ◆ Taurus
 - ◆ Virgo
- Modelled drawdown (m)
- Major road
- Minor road
- - - Vehicular track
- Named watercourse
- Named waterbody
- Layer absent

INSET KEY

- Stockpile
- Tailings storage facility
- Waste rock dump

PHOX 12 ML/day abstraction
predicted maximum drawdown in
the Lower Boorthanna Formation

Prominent Hill Expansion
Groundwater modelling report
Figure 5.41

iv Temporal groundwater pressures

Selected hydrographs are presented for the same bores as in Section 5.3.3, with the time axis extended to include history-matching, predictive mining, and 1,000 years of post-mining recovery. The full set of modelled hydrographs for this period is provided in Appendix D.

a Mine and borefield bores

Hydrographs of modelled groundwater elevation during and following mining are presented for selected mine and borefield bores in Figure 5.42, incorporating the four predictive scenarios. Groundwater level recovery is predicted to occur fairly rapidly in the Aries borefield, with modelled elevations returning to within 5 m of pre-mining levels within 10 years for all scenarios. Recovery is predicted to continue at a more gradual pace over the following 100 or 200 years.

The piezometers at the mine site simulate long-term effects due to the predicted dry pit (Figure 5.25), with groundwater elevation at P006 in the Bulldog Shale stabilising at approximately 147 mAHD. In the Cadna-owie Formation, the groundwater levels stabilise at lower elevations, demonstrating greater connection to the pit than in the overlying Bulldog Shale. Greater maximum modelled drawdown occurs at P006 following the PHOX scenarios, but this recovers to a higher level with a greater volume of backfilled material in the open cut pit compared to the LOM scenarios. Modelled groundwater dynamics in the area surrounding the mine are highly influenced by the simulation of a pit void, with residual drawdown existing for many bores in the area throughout the post-mining recovery stress period.

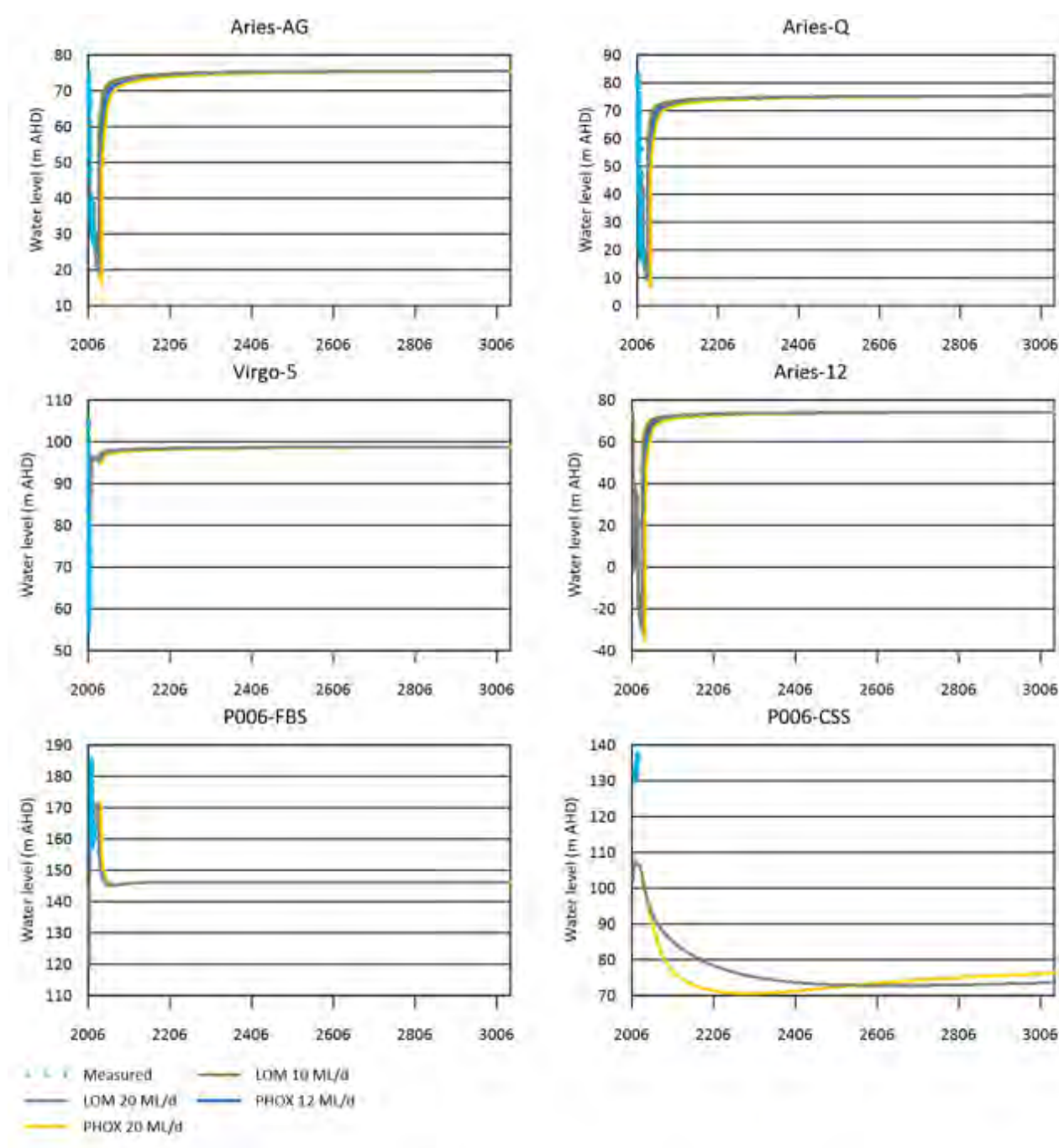


Figure 5.42 Selected mine and borefield predicted hydrographs following mining

b Compliance bores

Modelled hydrographs of selected compliance bores during and following mining are presented in Figure 5.43. RMS-1 and RMS-2 show negligible modelled drawdown in the Cadna-owie Formation at any point during the post-mining period. RMD-1, as shown in the mining prediction hydrographs in Figure 5.23, is predicted to experience some drawdown with recovery starting very shortly following the cessation of groundwater abstraction. Similar to other bores in the Upper Boorthanna Formation this recovery is predicted to occur fairly rapidly, with greater stresses (such as from the PHOX 20 ML/d abstraction scenario) resulting in longer recovery periods.

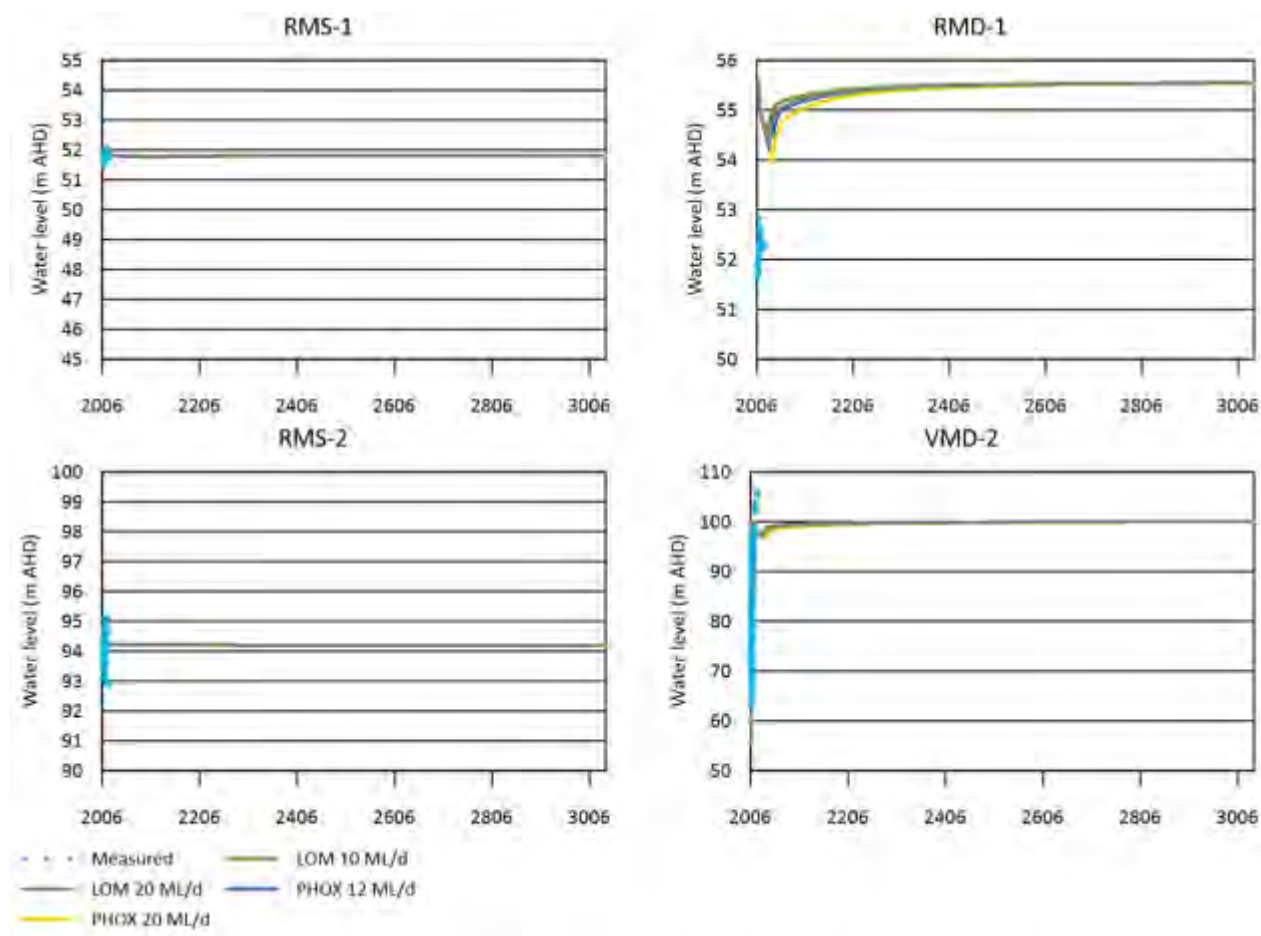


Figure 5.43 Selected compliance bore predicted hydrographs following mining

c Pastoral bores

Modelled hydrographs for selected pastoral bores during and following mining for each of the predictive scenarios are presented in Figure 5.44. Some drawdown is predicted at each of these bores, with the magnitude dependent on location and assigned groundwater abstraction stresses.

No. 6 Monwell-S is predicted to experience no drawdown during mining, but up to 0.5 m drawdown is predicted at the end of the simulations following upward propagation of drawdown east of the Aries borefield. No. 6 Monwell-D shows trends similar to other Upper Boorthanna Formation bores (eg Aries-AG in Figure 5.42 and RMD-1 in Figure 5.43), with recovery simulated to commence shortly after the pumping bores are switched off and the time required for recovery proportional to the magnitude of mine-related stresses.

Drawdown at other pastoral bores in the Cadna-owie Formation is predicted to continue to increase following the cessation of mining, as the maximum extent of drawdown originating from the Aries borefield propagates temporally. As per the comparison between the spatial plots of modelled drawdown at the end of mining and modelled maximum drawdown, there is an increase in shallow drawdown that propagates through the post-mining recovery period. This is shown for both Billa Kalina and New Mudla Monwell, with peak modelled drawdown occurring at different times based on the predictive scenario. Recovery is predicted to take place over a longer period. Hydrographs are similar in the Upper Boorthanna Formation at Homestead Monwell and Woolshed Monwell, though with drawdown recovery commencing at a slightly faster rate (as shown for Woolshed Monwell in Figure 5.23). Overall, groundwater level recovery is predicted to take several hundred years for the represented pastoral bores.

In addition to the above, and as per Section 5.3.3, modelled hydrographs at the GAB springs show no drawdown for the entirety of the post-mining stress period. This is shown in Appendix D.

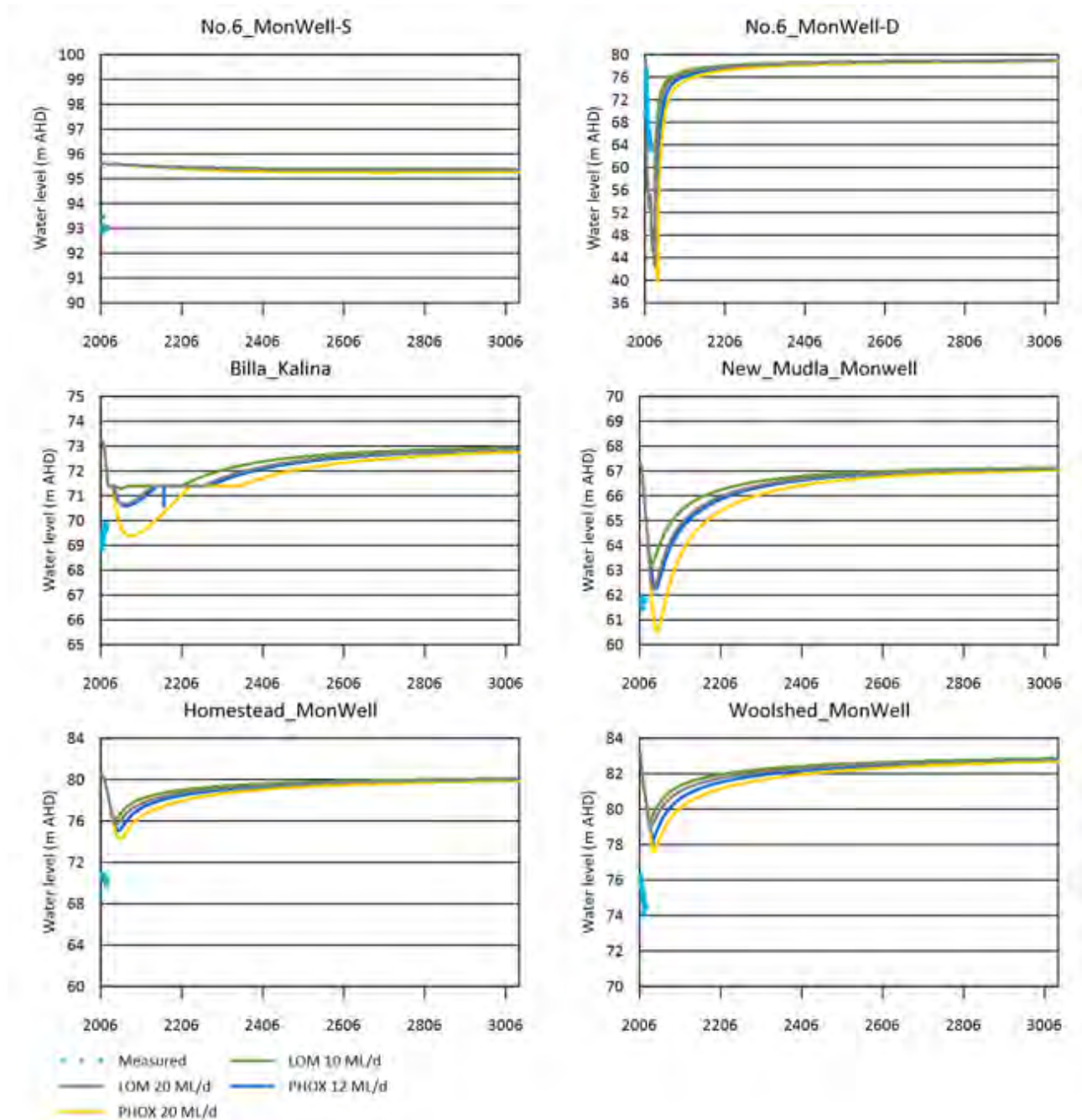


Figure 5.44 Selected pastoral bore predicted hydrographs following mining

Maximum modelled drawdown at all pastoral bores irrespective of time for all predictive scenarios is presented in Table 5.3. This is presented against maximum available drawdown for each pastoral bore, ie the measured distance between the unaffected groundwater elevation and base of HSU. Billa Kalina, New Mudla Monwell, No. 1 Bore, No. 6 Bore and No. 6 Monwell-S are predicted to experience drawdown beyond the base of HSU for all predictive scenarios, whereas the remainder are predicted to have sufficient capacity to allow for normal bore operation.

Table 5.3 Pastoral bore modelled maximum drawdown

Bore ID	Available drawdown (m)	LOM 20 ML/d abstraction maximum drawdown (m)	PHOX 20 ML/d abstraction maximum drawdown (m)	LOM 10 ML/d abstraction maximum drawdown (m)	PHOX 12 ML/d abstraction maximum drawdown (m)
Cadna-owie Formation					
ASMW03	168.01	0.55	0.76	0.48	0.64
ASMW04	2.96	0.01	0.64	0.01	0.01
Baldhill Bore	8.01	0.03	0.04	0.03	0.03
Baldhill Solar	20.12	0.03	0.04	0.02	0.03
Banjo Bore	12.56	0.02	0.03	0.02	0.03
Billa Kalina	-2.23 ⁺	2.55	3.83	1.90	2.63
Black Oak	12.83	0.02	0.02	0.02	0.02
Bucklands	5.74	0.04	0.06	0.04	0.05
Camp	60.05	0.62	0.86	0.54	0.73
CH1	22.69	5.37	7.24	4.23	5.41
Napiers Bore	17.96	4.62	6.37	3.62	4.72
New Mudla Monwell	2.22	5.03	6.75	3.98	5.04
No. 5 South Bore	6.06	0.04	0.05	0.03	0.05
No. 1 Bore	-0.53 ⁺	0.01	0.75	0.01	0.01
No. 6 Monwell-S	-0.18 ⁺	0.25	0.35	0.22	0.29
North Well	5.17	0.00	0.00	0.00	0.00
Pipeline Dam	24.13	0.01	0.02	0.01	0.01
Sugarloaf Well	21.77	0.42	0.58	0.34	0.45
Twins Well	5.35	0.03	0.04	0.02	0.03
Boorthanna Formation					
CH2	49.5	35.39	39.85	27.84	27.84
CRA	122.87	0.15	0.22	0.14	0.20
Homestead Monwell	92.87	4.71	6.13	4.18	5.31
No. 2 Bore	132.98	42.71	47.27	31.13	31.13
No. 2 Monwell	133.28	43.37	47.95	31.62	31.62
No. 6 Bore	9.95	35.53	38.47	31.17	32.23
No. 6 Monwell-D	144.56	36.56	39.5	32.13	33.05
Woolshed Bore	125.22	4.27	5.48	3.91	4.91
Woolshed Bore No. 2	27.55	4.33	5.54	3.95	4.96
Woolshed Monwell	124.91	4.32	5.54	3.95	4.96

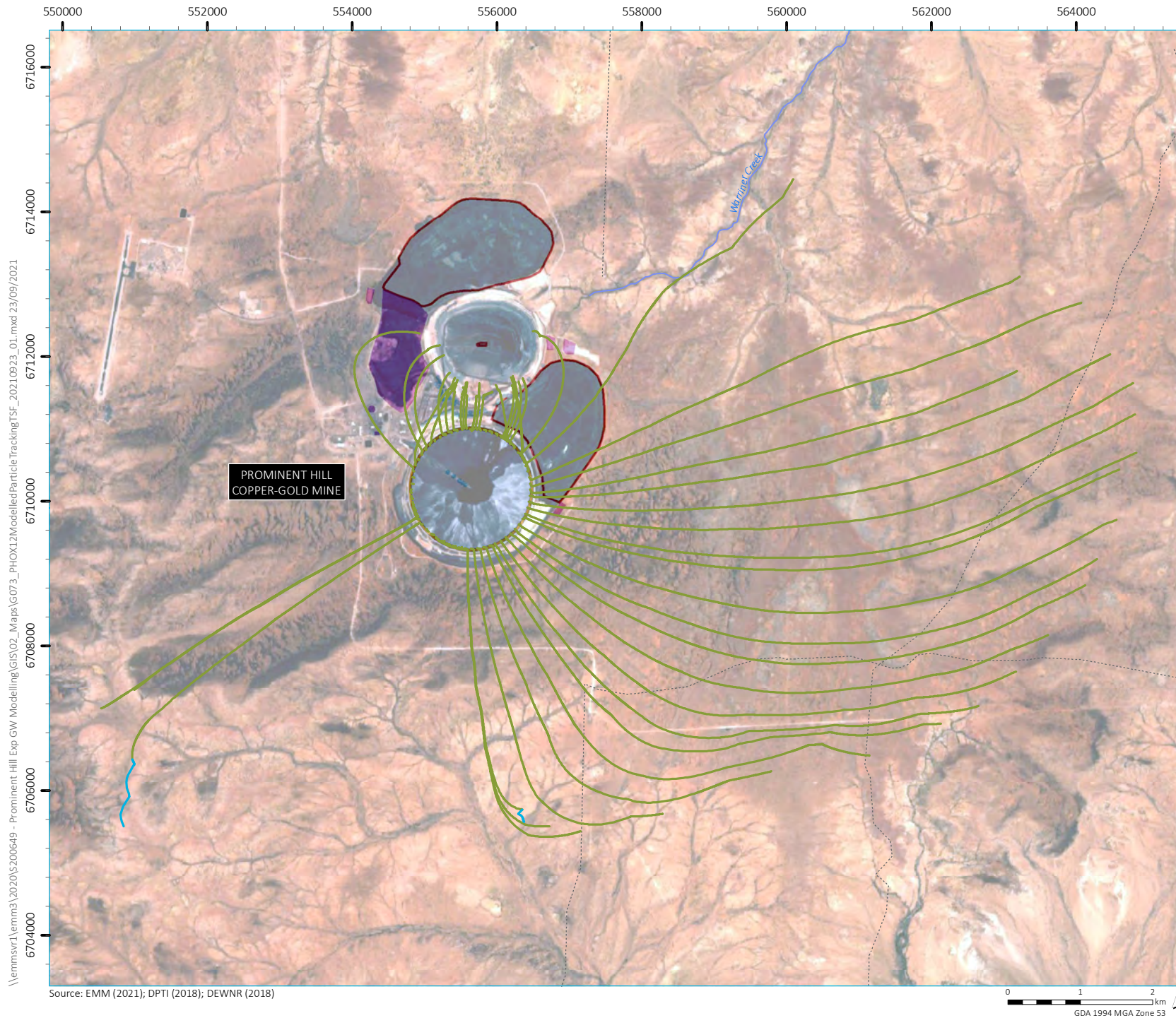
* Available drawdown calculated from base of model layer

+ Negative available drawdown due to dry model layer

Tailings seepage is simulated to directly recharge the Bulldog Shale. As discussed in Section 4.3, this HSU is modelled with a very low vertical hydraulic conductivity. This results in a perched groundwater system which exists above the regional watertable hosted within the Boorthanna Formation. The Cadna-owie Formation is present at the site but is modelled to be dry throughout mining. Any water lost from the TSF to the groundwater is thus anticipated to primarily flow laterally away from the TSF.

Particle tracking was employed to simulate potential migration of seepage originating from the TSF. Results of particle tracking for the PHOX 12 ML/d abstraction scenario are presented in Figure 5.45. Particles were released at the watertable at January 2021 and tracked to the end of model simulation (1,000 years post-mining). Modelled particle tracks are coloured by HSU (Figure 5.45).

The majority of predicted tailings seepage remains in the Bulldog Shale for the duration of the model, showing minimal downward flow into deeper HSUs. Particles are simulated to either be captured by the open cut pit or migrate very slowly away from the TSF towards the east along the prevailing regional groundwater gradient. Over the 1,000-year simulation period, the seepage only extends 8 km from the TSF. The particles that are not captured by the open cut pit are not expected to enter the regional groundwater system, as they primarily remain perched within the Bulldog Shale through to the end of simulation. At the end of the 1,000-year simulation, water from the TSF remains at least 10 km from the nearest pastoral bore and in the perched system above the regional watertable.



KEY

- Model domain
- Vehicular track
- Named watercourse
- Particle tracking
- Bulldog Shale
- Cadna-owie Formation

Modelled particle tracking from
the TSF (PHOX 12 ML/day
abstraction scenario)

Prominent Hill Expansion
Groundwater modelling report
Figure 5.8



5.4 Predictive uncertainty analysis

5.4.1 Approach

To facilitate an assessment of uncertainty in groundwater model predictions, a parameter-constrained Monte Carlo predictive uncertainty analysis was performed on the PHOX 12 ML/d abstraction scenario. This is consistent with a Type 3 uncertainty analysis as described by Middlemis & Peeters (2018); stochastic modelling with Bayesian probability quantification. For a series of parameters, a starting 'average' value and assumed standard deviation are supplied. One hundred model realisations were created, with model inputs randomly determined from the list of parameters and probability distributions of each. These models were run in parallel, and results processed to calculate maximum groundwater level response as per Section 5.3.4iii.

5.4.2 Parameters

Parameters varied as part of the predictive uncertainty analysis include all those used in the history-matching period (refer Section 4.3), plus the conductance of the general head boundary cells representing the TSF. Each of the pilot points in the Stuart Range Formation and Boorthanna Formation was considered as an individual parameter, resulting in a total of 124 parameters employed in the predictive uncertainty analysis. The parameters, average values and standard deviations are presented in Table 5.4. Average values were taken from the adopted history-matched values (Table 4.3) and the standard deviation of each was assumed to be half of the average value. Parameter value constraints were incorporated, in the form of upper and lower bounds that the parameters could not exceed (eg negative or unrealistic values). Using the probability distributions, 100 parameter realisations were sampled and used to create the model input files for the predictive uncertainty analysis.

Table 5.4 Monte Carlo predictive uncertainty analysis parameter summary

Parameter	HSU	Units	Average value (min to max, mean)	Standard deviation (min to max, mean)
Horizontal hydraulic conductivity	Bulldog Shale	m/d	0.1	0.05
Horizontal hydraulic conductivity	Cadna-owie Formation	m/d	1.48	0.74
Horizontal hydraulic conductivity	Stuart Range Formation	m/d	2.90×10^{-4}	1.45×10^{-4}
Horizontal hydraulic conductivity	Upper Boorthanna Formation	m/d	0.14 to 0.57, 0.22	0.07 to 0.285, 0.11
Horizontal hydraulic conductivity	Lower Boorthanna Formation	m/d	0.14 to 1.38, 0.76	0.07 to 0.69, 0.38
Horizontal hydraulic conductivity	Basement	m/d	7.95×10^{-5}	3.98×10^{-5}
Vertical hydraulic conductivity	Bulldog Shale	m/d	6.06×10^{-7}	3.03×10^{-7}
Vertical hydraulic conductivity	Cadna-owie Formation	m/d	2.34×10^{-2}	1.17×10^{-2}
Vertical hydraulic conductivity	Stuart Range Formation	m/d	5.03×10^{-7} to 3.28×10^{-6} , 1.46×10^{-6}	2.52×10^{-7} to 1.64×10^{-6} , 7.30×10^{-7}
Vertical hydraulic conductivity	Upper Boorthanna Formation	m/d	1.00×10^{-4}	5×10^{-5}
Vertical hydraulic conductivity	Lower Boorthanna Formation	m/d	1.00×10^{-4}	5×10^{-5}
Vertical hydraulic conductivity	Basement	m/d	2.68×10^{-5}	1.34×10^{-5}
Specific yield	Bulldog Shale	%	0.37	0.19
Specific yield	Cadna-owie Formation	%	0.96	0.49
Specific yield	Stuart Range Formation	%	0.99	0.50

Table 5.4 Monte Carlo predictive uncertainty analysis parameter summary

Parameter	HSU	Units	Average value (min to max, mean)	Standard deviation (min to max, mean)
Specific yield	Upper Boorthanna Formation	%	0.94	0.47
Specific yield	Lower Boorthanna Formation	%	1.22	0.61
Specific yield	Basement	%	0.82	0.41
Specific storage	Bulldog Shale	m ⁻¹	9.08 x 10 ⁻⁷	4.54 x 10 ⁻⁷
Specific storage	Cadna-owie Formation	m ⁻¹	9.05 x 10 ⁻⁷	4.53 x 10 ⁻⁷
Specific storage	Stuart Range Formation	m ⁻¹	1.08 x 10 ⁻⁶	5.40 x 10 ⁻⁷
Specific storage	Upper Boorthanna Formation	m ⁻¹	8.63 x 10 ⁻⁷	4.32 x 10 ⁻⁷
Specific storage	Lower Boorthanna Formation	m ⁻¹	8.18 x 10 ⁻⁷	4.09 x 10 ⁻⁷
Specific storage	Basement	m ⁻¹	9.91 x 10 ⁻⁷	4.96 x 10 ⁻⁷
General head boundary conductance	Bulldog Shale – TSF only	m ² /d	0.1	0.05

5.4.3 Acceptable history-match performance criteria

Of the 100 predictive uncertainty models, only 27 successfully completed through the entirety of the model simulation period. This shows high sensitivity in model stability to parameter values and increases the difficulty in performing an uncertainty analysis. Therefore, a relatively liberal approach was taken to considering which of the successful model instances were a suitable match to measured data. As described in Section 4.1.2, the objective function calculated using weighted residuals was used as a basis for assessing predictive uncertainty model performance against measured data.

The objective function was calculated for each of the completed model runs and divided by the objective function for the adopted base case model. The results of this are presented in Figure 5.46. These values represent an overall performance against head and head-change targets; some model instances perform better than the base case in either head or head-change, but none represent an overall better history-matching performance. Two model runs returned an objective function within 25% of the base case, and 21 returned a value less than 200% of the base case. This was chosen to be the cut-off for identifying 'satisfactory' performance, removing 7 realisations from the suite of models that ran to completion.

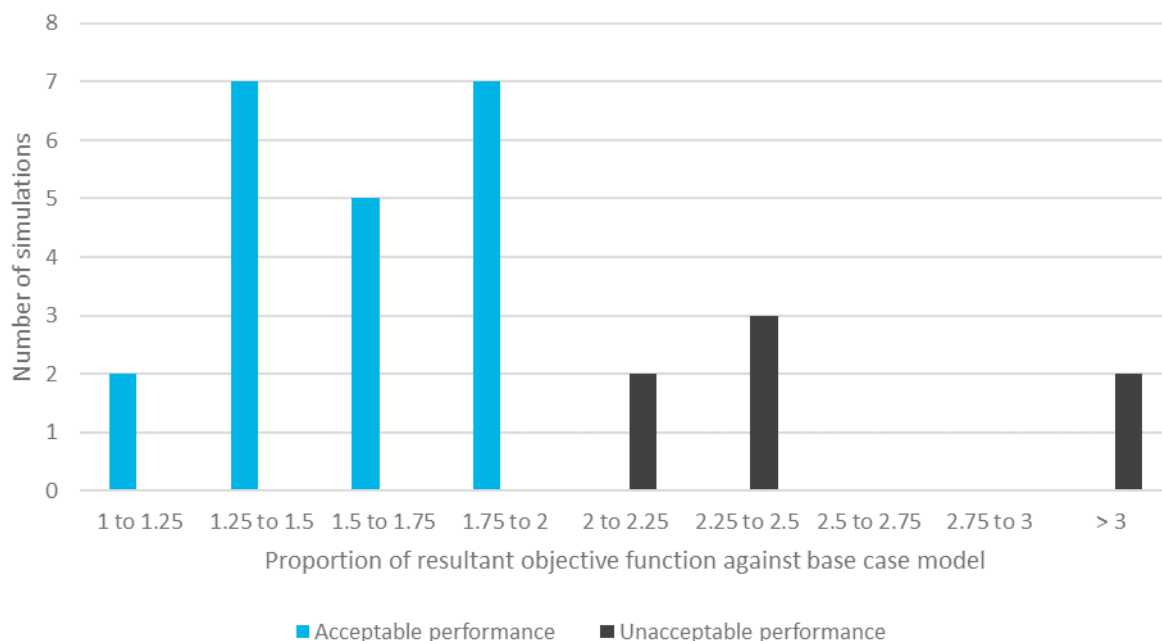


Figure 5.46 Distribution of objective function values for predictive uncertainty analysis realisations relative to the base case

5.4.4 Drawdown hydrographs

Modelled hydrographs have been prepared for each of the successful predictive uncertainty realisations detailed in Section 5.4.3 and plotted against the base case scenario. Given that the parameter changes result in different steady state hydraulic heads, the hydrographs have been converted to modelled drawdown, calculated against steady state groundwater elevation. This allows for direct comparison of dynamic responses within the range of parameter values assessed as part of the uncertainty analysis. Selected hydrographs are presented in Figure 5.47, and the full suite of hydrographs are presented in Appendix E. Measured drawdown is presented where possible, ie for the monitoring bores that were used for steady state targets in Section 4.1.2.

As shown in Figure 5.47, predictive uncertainty model runs simulate a range of potential drawdown effects at monitoring bores. The base case modelled drawdown is as per Section 5.3, and for some of the bores (eg Aries-AG and No. 6 Monwell-D), returns the largest modelled drawdown at the end of mining. Others, such as Aries-Q or RMS-1, the base case modelled drawdown sits near the middle of the uncertainty analysis prediction range. The match to measured data is variable, as per the liberal history match performance criteria applied in Section 5.4.3. The modelled drawdown hydrograph at No. 6 Monwell-D shows several model instances with a better match to data than the base case, and hence predictions at this location are likely to be more accurate for those model runs. However, as described in Section 5.4.3, improved statistical performance at some individual bores for a few model runs, return an overall worse match to measured data, when compared to the adopted base case parameter field.

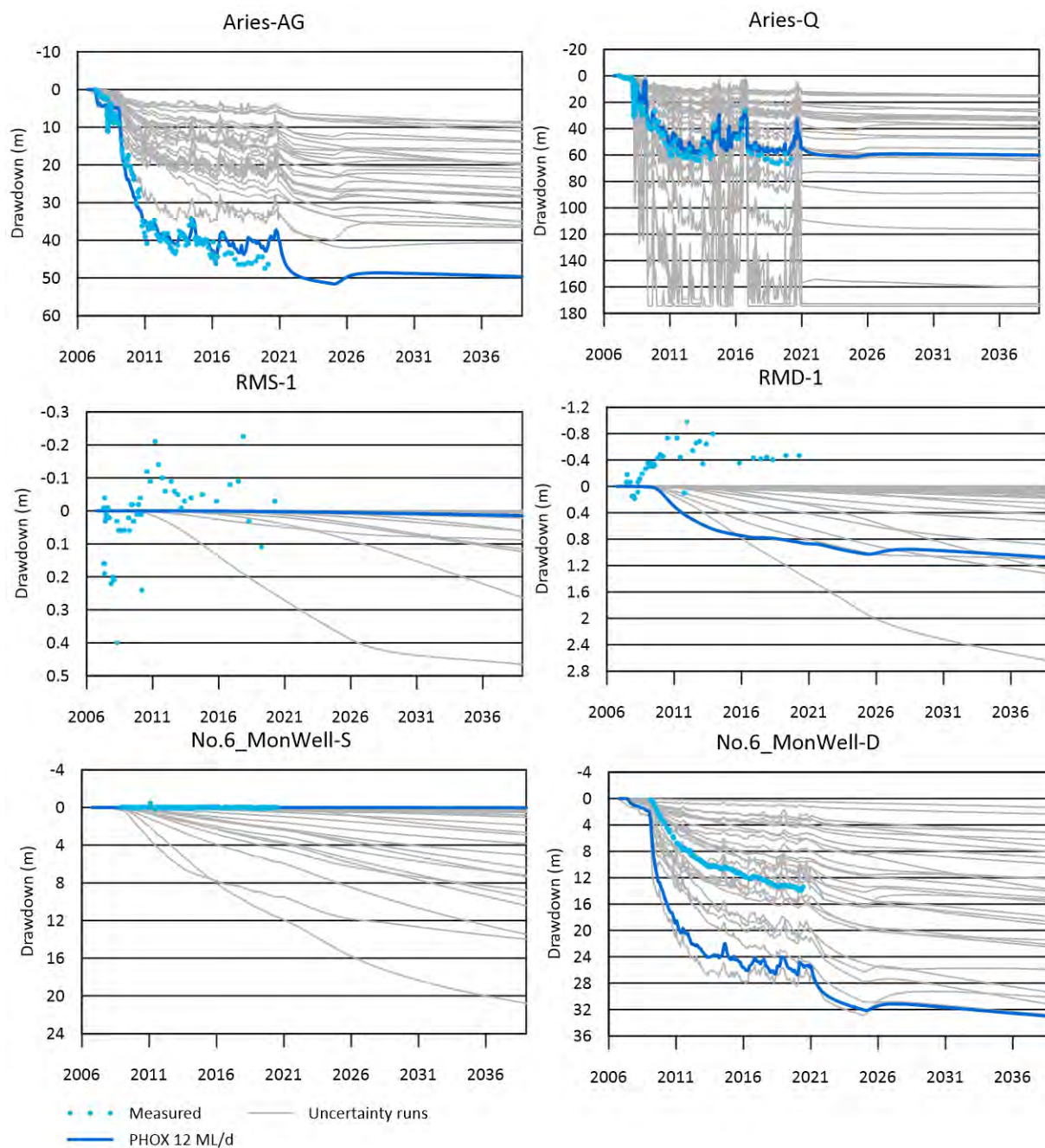


Figure 5.47 Predictive uncertainty analysis for selected drawdown hydrographs

5.4.5 Maximum drawdown

Drawdown in the key HSUs was calculated for each of the predictive uncertainty model realisations determined in Section 5.4.3, assessing maximum groundwater level changes irrespective of time as per Section 5.3.4iii. For clarity of presentation, the proportion of runs resulting in drawdown/mounding effects exceeding 1 m is presented as a colour-flood, in lieu of contours for individual model realisations. The results are presented for the watertable, Cadna-owie Formation, Upper Boorthanna Formation, and Lower Boorthanna Formation in Figure 5.48 to Figure 5.51 respectively.

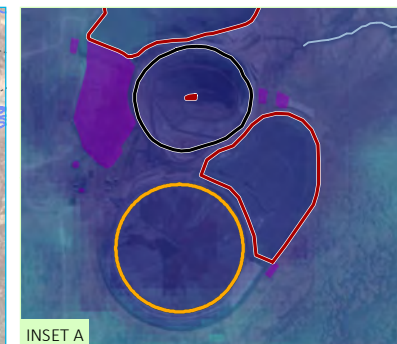
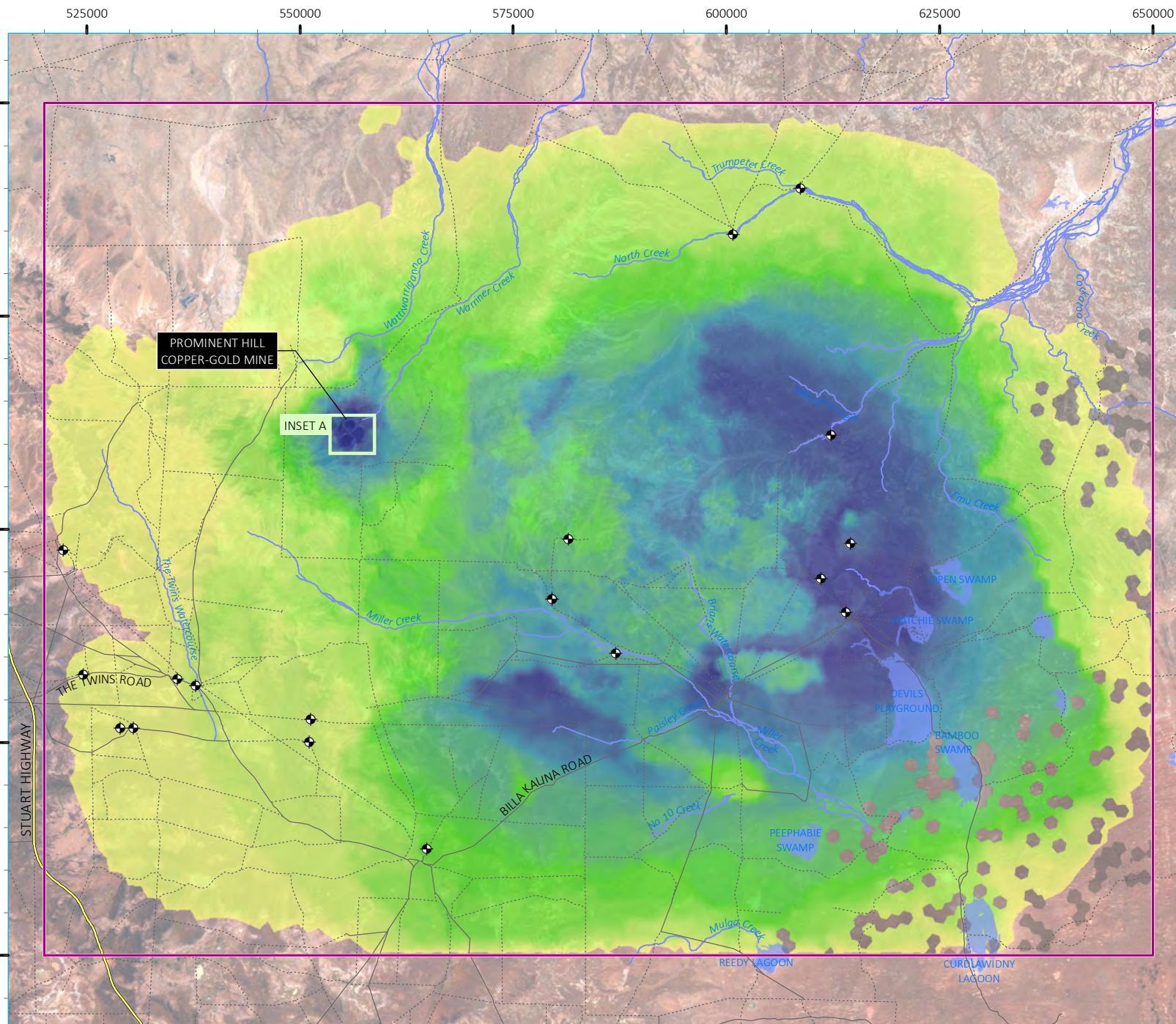
Maximum modelled watertable drawdown/mounding, for the base case plus the suite of accepted alternative realisations, was calculated for each model node. For each node, the proportion of realisations in which at least a 1 m predicted change in the watertable elevation was calculated to present a probability distribution over the model domain. As shown in Figure 5.48, the area immediately surrounding the mine (particularly the open cut pit and TSF) and locations along the eastern boundary of the Aries borefield show an affected watertable for all simulations (ie 100% probability of exceeding 1 m of drawdown). Conversely, for areas in the north-west and north-east of the model domain, no simulations predict drawdown exceeding 1 m (ie 0% probability). Importantly, the area in the north-east where the GAB springs exist, is predicted to have a 0% probability of experiencing 1 m of watertable drawdown. The main area of modelled effect on the watertable is in a ring surrounding the edges of the Aries borefield, as identified in Section 5.3.2i. The central area of the Aries borefield has a greater hydraulic separation from the watertable and, as a result, groundwater level responses are predicted to be less likely in this area. Impacts to the watertable at the mine are a certainty (as this has already been measured), but the likely spatial extent of impacts is highly dependent on HSU geometry. For example, modelled impacts are unlikely to progress more than 5 km north-west of the open cut pit, but many realisations predict impacts extending more than 10 km to the north.

The likelihood distribution of maximum modelled drawdown/mounding impacts exceeding 1 m in the Cadna-owie Formation is presented in Figure 5.49. As per Section 5.3.2 and 5.3.4iii, impacts in the Cadna-owie Formation are broadly similar to the watertable, as the watertable is hosted within the majority of this unit within the model domain. As for the watertable, the areas with highest likelihood of impact are surrounding the mine, and east/south of the Aries borefield. Additionally, there is a larger likelihood of spatial impacts within the Cadna-owie Formation extending further than for the watertable, with larger areas of high likelihood around the mine and east of the Aries borefield. Several of the uncertainty realisations result in drawdown reaching the model boundaries; this is not considered a significant issue in assessing potential impacts.

Modelled likelihood of drawdown exceeding 5 m in the Upper Boorthanna Formation is presented in Figure 5.50. The highest likelihood of impacts is shown in the centre of the Aries borefield and within the open cut pit footprint. Probability reduces with distance from the Aries borefield, with a tendency for drawdown to extend further north towards the GAB springs. The maximum extent of the 5 m drawdown contour does not reach RMD-1 for any of the model realisations.

Modelled probability of drawdown exceeding 5 m in the Lower Boorthanna Formation is presented in Figure 5.51. Probability is greatest within the Aries borefield, with a larger footprint due to the higher number of active pumping bores in this HSU. Regional likelihood is largely similar to the Upper Boorthanna Formation, with a tendency for more drawdown north of the Aries borefield but with insufficient extent to reach RMD-1.

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INSET A

KEY

- Model domain
- ✦ Pastoral bore
- Major road
- Minor road
- Vehicular track
- Named watercourse
- Named waterbody
- Layer absent
- Probability of minimum 1 m impact
- 0%
- 100%

INSET KEY

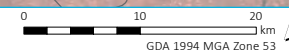
- Stockpile
- Tailings storage facility
- Waste rock dump

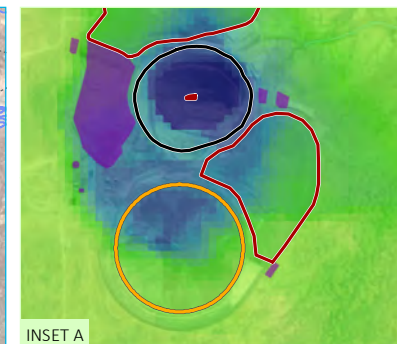
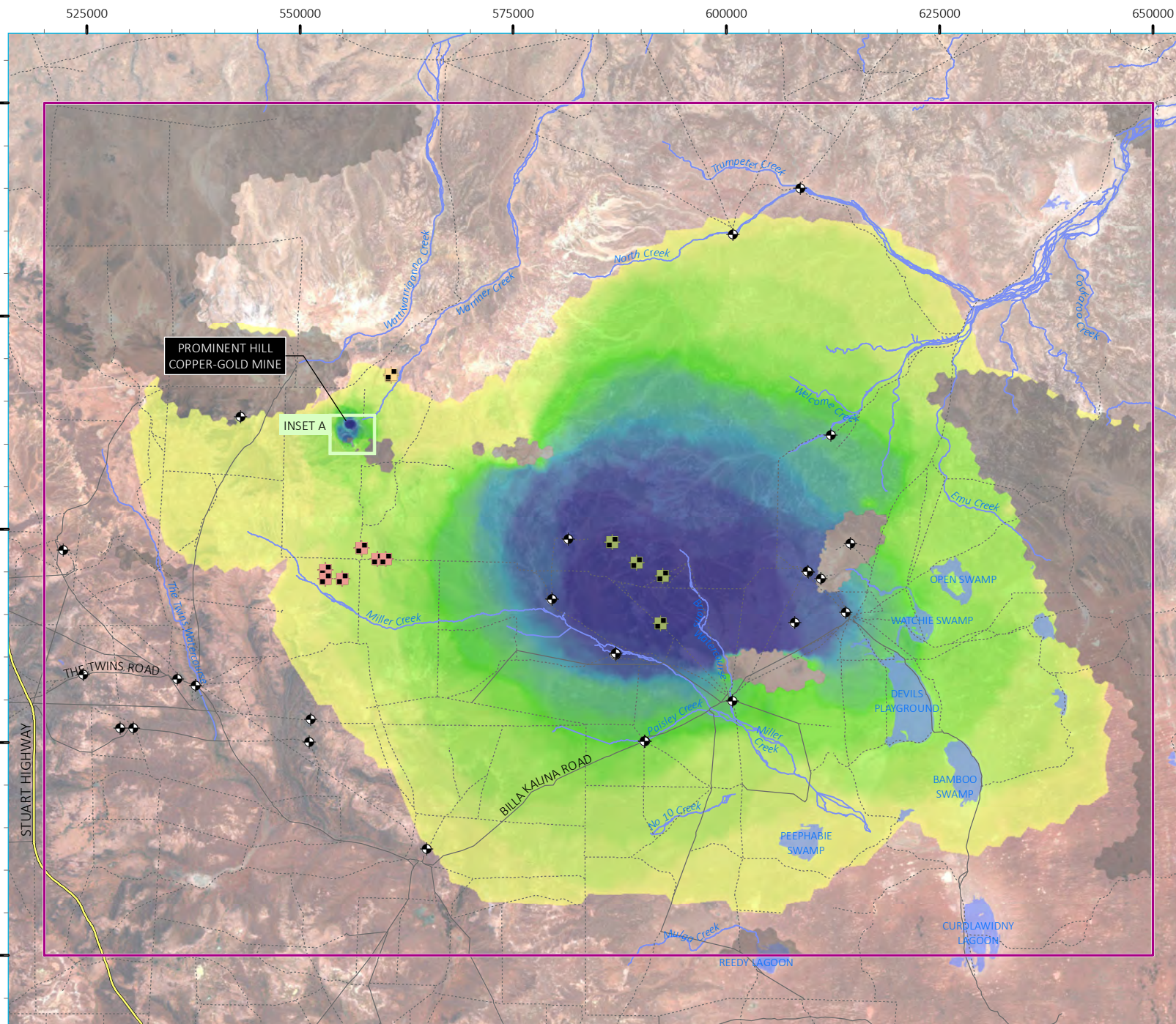
PHOX 12 ML/day abstraction
predictive uncertainty analysis
probability distribution of
Cadna-owie Formation
impacts exceeding 1 m

Prominent Hill Expansion
Groundwater modelling report
Figure 5.48



Source: EMM (2021); DPTI (2018); DEWNR (2018)





KEY

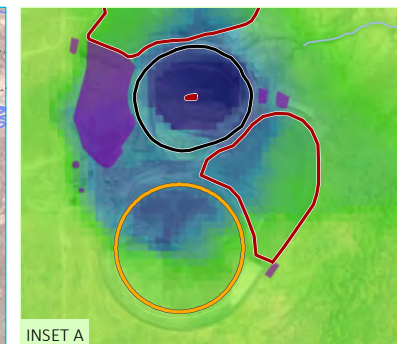
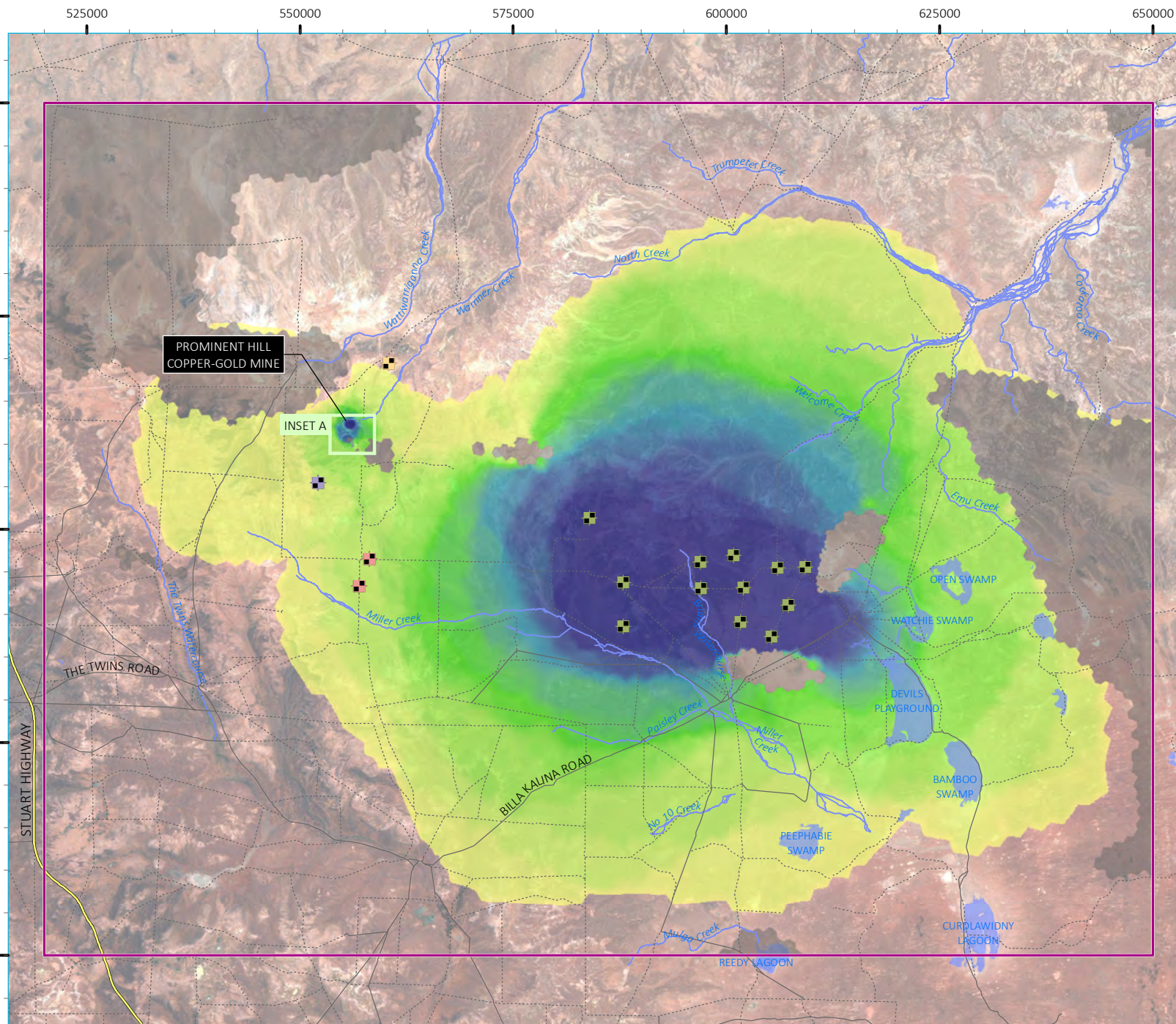
- Model domain
- +
 Pastoral bore
- x
 Production bore
- A
 Aries
- T
 Taurus
- V
 Virgo
- M
 Major road
- m
 Minor road
- v
 Vehicular track
- N
 Named watercourse
- W
 Named waterbody
- L
 Layer absent
- Probability of minimum 5 m impact
- 100%
- 0%

INSET KEY

- S
 Stockpile
- T
 Tailings storage facility
- W
 Waste rock dump

PHOX 12 ML/day abstraction
predictive uncertainty analysis
probability distribution of
Upper Boorthanna Formation
impacts exceeding 5 m

Prominent Hill Expansion
Groundwater modelling report
Figure 5.49



KEY

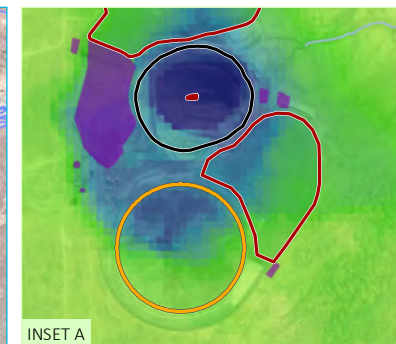
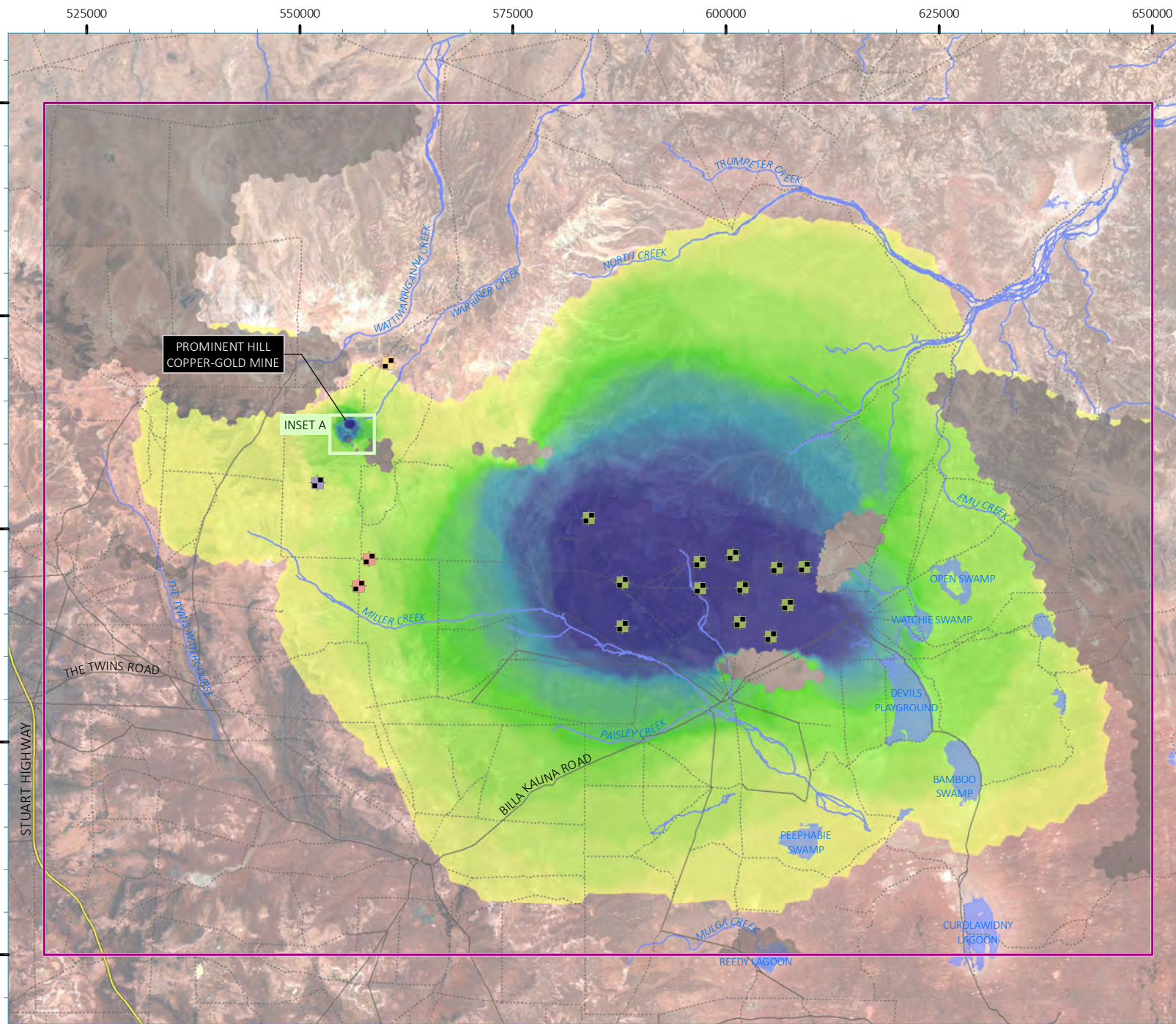
- Model domain
- Production bore
- Aries
- Gemini
- Taurus
- Virgo
- Major road
- Minor road
- Vehicular track
- Named watercourse
- Named waterbody
- Layer absent
- Probability of minimum 5 m impact
- 100%
- 0%

INSET KEY

- Stockpile
- Tailings storage facility
- Waste rock dump

PHOX 12 ML/day abstraction
predictive uncertainty analysis
probability distribution of
Lower Boorthanna Formation
impacts exceeding 5 m

Prominent Hill Expansion
Groundwater modelling report
Figure 5.50



KEY

- Model domain
- Production bore
- Aries
- Gemini
- Taurus
- Virgo
- Major road
- Minor road
- Vehicular track
- Named watercourse
- Named waterbody
- Layer absent
- Probability of minimum 5 m impact
- 0%
- 100%

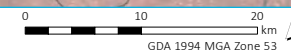
INSET KEY

- Stockpile
- Tailings storage facility
- Waste rock dump

PHOX 12 ML/day abstraction
predictive uncertainty analysis
probability distribution of
Lower Boorthanna Formation
impacts exceeding 5 m

Prominent Hill Expansion
Groundwater modelling report
Figure 5.51

Source: EMM (2021); DPTI (2018); DEWNR (2018)



6 Summary

The following provides a summary of the findings of the Prominent Hill Expansion groundwater modelling:

- The conceptual hydrogeological understanding of the study area has been reviewed and updated using water monitoring collated up to June 2021 and additional studies performed in the area (eg Kleinig et al 2015 and Purczel 2015). Adjustments have been made to the conceptual model to reflect the increased understanding of HSUs and geological structures in the model domain, including pinching out of HSUs (such as the Stuart Range Formation) where suggested by borehole data or the study presented by Purczel (2015).
- An updated regional groundwater flow model, referred to as PH6.0, has been built using MODFLOW-USG. This employs a new Voronoi polygon mesh based on geometry associated with production bore locations and mine infrastructure; and new layer geometry to reflect the updated conceptual model.
- History-matching has been performed using a highly parameterised approach, weighted towards achieving performance at compliance and pastoral bores.
- Four predictive scenarios have been modelled (from 2021 to 1,000 years after end of mining):
 - the existing LOM mine plan with high groundwater abstraction (20 ML/d) and anticipated groundwater abstraction (10 ML/d); and
 - the proposed PHOX mine plan with high groundwater abstraction (20 ML/d) and anticipated groundwater abstraction (12 ML/d).
- The updated groundwater model predicts:
 - regionally extensive watertable drawdown as a result of Aries borefield abstraction, particularly towards the east and south of the borefield;
 - upward propagation of drawdown into the Cadna-owie Formation, associated with the simulated absence of Stuart Range Formation east of the Aries borefield;
 - the PHOX mine scenario is predicted to result in only minor additional drawdown and mounding impacts, when compared to the predicted effects of the LOM scenario (and previous modelling predictions);
 - higher groundwater pumping rates result in more modelled drawdown in the Boorthanna Formation, potentially overlapping with drawdown from mine dewatering;
 - no pit lake forms for any scenario, as a result of low rainfall, high potential evaporation, and minimal groundwater inflow from surrounding HSUs, leaving a perpetual groundwater sink;
 - rapid groundwater level recovery in the Boorthanna Formation around the Aries borefield;
 - no impacts to GAB springs in any scenarios; and
 - TSF seepage to be mainly limited to the Bulldog Shale, extending 8 km from the TSF over approximately 1,000 years and preferentially flowing to the open cut void.

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SKM 2013, *Prominent Hill mine pit groundwater flow model: simulation of the influence of mine pit, tailings storage facility and waste rock landforms on groundwater*, report prepared for OZ Minerals Limited, 6 November 2013.

SKM 2014, *Prominent Hill mine groundwater model update (PH5.5)*, report prepared for OZ Minerals Limited, 30 January 2014.



Appendix A

Monitoring bores

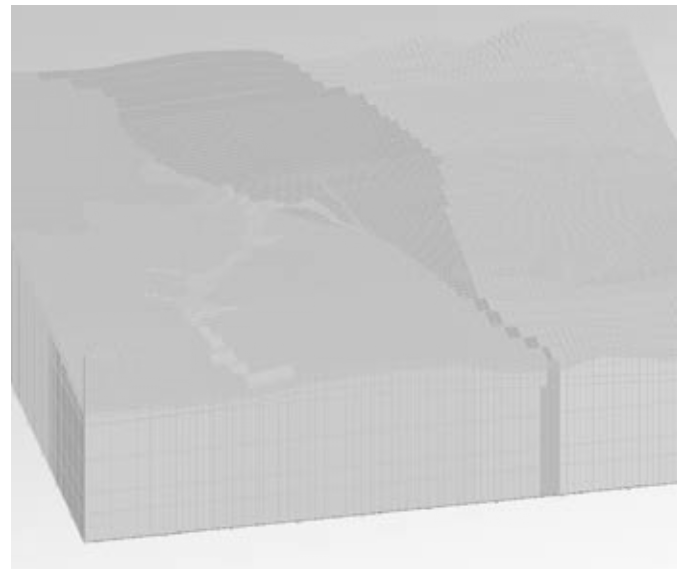


Table A.1 Monitoring bores

Name	Easting (m)	Northing (m)	Unit	Top layer	Bottom layer
AMD-1	588971	6710414	Lower Boorthanna Formation	5	5
AMD-2	578884	6695114	Upper Boorthanna Formation	4	4
AMD-3	616559	6692620	Lower Boorthanna Formation	5	5
AMD-4	592760	6684645	Upper Boorthanna Formation	4	4
AMS-1	603213	6703178	Cadna-owie Formation	2	2
AMS-2	592531	6694516	Cadna-owie Formation	2	2
Aries-1	589448	6696008	Upper Boorthanna Formation	4	4
Aries-10	601924	6693034	Lower Boorthanna Formation	5	5
Aries-11	607242	6691054	Lower Boorthanna Formation	5	5
Aries-12	592516	6694502	Upper Boorthanna Formation	4	4
Aries-13	596927	6696120	Lower Boorthanna Formation	5	5
Aries-14	600801	6696922	Upper Boorthanna Formation	4	5
Aries-15	605931	6695446	Upper Boorthanna Formation	4	5
Aries-16	609179	6695453	Upper Boorthanna Formation	4	5
Aries-2	587828	6693721	Lower Boorthanna Formation	5	5
Aries-3	586602	6698447	Upper Boorthanna Formation	4	4
Aries-4	583905	6701237	Lower Boorthanna Formation	5	5
Aries-5	587854	6688490	Lower Boorthanna Formation	5	5
Aries-6	592216	6688906	Upper Boorthanna Formation	4	4
Aries-7	601617	6689049	Lower Boorthanna Formation	5	5
Aries-8	605262	6687382	Lower Boorthanna Formation	5	5
Aries-9	596937	6692998	Lower Boorthanna Formation	5	5
Aries-AF	586578	6698429	Lower Boorthanna Formation	5	5
Aries-AG	587828	6693721	Upper Boorthanna Formation	4	4
Aries-AT	600057	6701463	Lower Boorthanna Formation	5	5
Aries-AU	600801	6696922	Lower Boorthanna Formation	5	5
Aries-AV	601617	6689049	Upper Boorthanna Formation	4	4
Aries-AX	589768	6691106	Upper Boorthanna Formation	4	4
Aries-AY	587854	6688490	Upper Boorthanna Formation	4	4
Aries-AZ	609179	6695452	Lower Boorthanna Formation	5	5
Aries-BA	583981	6691707	Upper Boorthanna Formation	4	4
Aries-BB	605262	6687382	Lower Boorthanna Formation	5	5
Aries-BK	605943	6695450	Upper Boorthanna Formation	4	4
Aries-BL	597059	6688866	Lower Boorthanna Formation	5	5

Table A.1 Monitoring bores

Name	Easting (m)	Northing (m)	Unit	Top layer	Bottom layer
Aries-C	581457	6698864	Upper Boorthanna Formation	4	4
Aries-D	584215	6694917	Upper Boorthanna Formation	4	4
Aries-E1	596876	6693009	Upper Boorthanna Formation	4	4
Aries-E2	596876	6693009	Lower Boorthanna Formation	5	5
Aries-G	598017	6688305	Upper Boorthanna Formation	4	4
Aries-Jd	583832	6684167	Lower Boorthanna Formation	5	5
Aries-Js	583829	6684167	Cadna-owie Formation	2	2
Aries-N	561717	6692500	Upper Boorthanna Formation	4	4
Aries-P	575470	6700217	Upper Boorthanna Formation	4	4
Aries-Q	583905	6701237	Lower Boorthanna Formation	5	5
Aries-S	583804	6688299	Upper Boorthanna Formation	4	4
Aries-T(2)	605927	6696916	Lower Boorthanna Formation	5	5
Aries-W	583983	6706089	Lower Boorthanna Formation	5	5
Aries-X	588544	6703839	Upper Boorthanna Formation	4	4
Aries-Z	584034	6709914	Lower Boorthanna Formation	5	5
ASMW01	603213	6703178	Cadna-owie Formation	2	2
ASMW03	581468	6698911	Cadna-owie Formation	2	2
ASMW04	579573	6691882	Cadna-owie Formation	2	2
Baldhill_Bore	530461	6676778	Cadna-owie Formation	2	2
Baldhill_Solar	528940	6676788	Cadna-owie Formation	2	2
Banjo_Bore	535656	6682535	Cadna-owie Formation	2	2
BFMW01	603031	6702123	Lower Boorthanna Formation	5	5
BFMW02	589448	6696008	Upper Boorthanna Formation	4	4
BFTW01	603031	6702123	Lower Boorthanna Formation	5	5
Billa_Kalina	614012	6690318	Cadna-owie Formation	2	2
Black_Oak	524584	6683047	Cadna-owie Formation	2	2
Bucklands	551121	6675100	Cadna-owie Formation	2	2
Camp	564878	6662538	Cadna-owie Formation	2	2
CH1	611091	6694307	Cadna-owie Formation	2	2
CH2	608016	6689134	Upper Boorthanna Formation	4	4
CRA	543027	6713226	Basement	6	6
Gemini-1	552081	6705416	Lower Boorthanna Formation	5	5
Gemini-E2	553130	6705378	Upper Boorthanna Formation	4	4
Homestead_MonWell	600742	6679971	Upper Boorthanna Formation	4	4

Table A.1 Monitoring bores

Name	Easting (m)	Northing (m)	Unit	Top layer	Bottom layer
MWB002	555214	6711665	Bulldog Shale	1	3
MWB003	555192	6711706	Bulldog Shale	1	3
MWB007	556067	6711439	Bulldog Shale	1	3
MWB010	555308	6711519	Bulldog Shale	1	3
MWB011	555351	6711427	Bulldog Shale	1	3
MWB012	555448	6711378	Bulldog Shale	1	3
MWB013	556106	6711456	Bulldog Shale	1	3
MWB014	556155	6711464	Bulldog Shale	1	3
MWB015	556022	6711397	Bulldog Shale	1	3
MWB017	555414	6711347	Bulldog Shale	1	3
MWB018	555394	6711253	Bulldog Shale	1	3
MWB019	555487	6711354	Bulldog Shale	1	3
MWB020	555329	6711477	Bulldog Shale	1	3
MWB021	555454	6711186	Bulldog Shale	1	3
MWB022	555267	6711595	Bulldog Shale	1	3
MWB023	555442	6711212	Bulldog Shale	1	3
MWB024	555227	6711645	Bulldog Shale	1	3
MWB026	555233	6711516	Bulldog Shale	1	3
MWB027	555161	6711620	Bulldog Shale	1	3
MWB028	555196	6711574	Bulldog Shale	1	3
MWB029	555409	6711209	Bulldog Shale	1	3
MWB030	555348	6711237	Bulldog Shale	1	3
MWB031	555209	6711481	Bulldog Shale	1	3
MWB033	556336	6711564	Bulldog Shale	1	3
MWB034	556307	6711528	Bulldog Shale	1	3
MWB036	556377	6711597	Bulldog Shale	1	3
MWB037	555264	6711408	Bulldog Shale	1	3
MWB039	556440	6711687	Bulldog Shale	1	3
MWB041	556209	6711478	Bulldog Shale	1	3
MWB043	555276	6711215	Bulldog Shale	1	3
MWB047	556639	6711873	Bulldog Shale	1	3
MWB048	555506	6711189	Bulldog Shale	1	3
MWB049	555593	6711170	Bulldog Shale	1	3
MWB050	555822	6711272	Bulldog Shale	1	3

Table A.1 Monitoring bores

Name	Easting (m)	Northing (m)	Unit	Top layer	Bottom layer
MWB051	555765	6711235	Bulldog Shale	1	3
MWB052	555555	6711248	Bulldog Shale	1	3
MWB053	555637	6711228	Bulldog Shale	1	3
MWB054	555851	6711243	Bulldog Shale	1	3
MWB055	555606	6711413	Bulldog Shale	1	3
MWB059	556010	6711365	Bulldog Shale	1	3
MWB101	554973	6711048	Bulldog Shale	1	3
MWB103	555030	6711089	Bulldog Shale	1	3
MWB105	555087	6711126	Bulldog Shale	1	3
MWB107	555148	6711160	Bulldog Shale	1	3
MWB108	555179	6711176	Bulldog Shale	1	3
MWB109	555210	6711192	Bulldog Shale	1	3
MWB110	555242	6711205	Bulldog Shale	1	3
MWB111	555314	6711226	Bulldog Shale	1	3
MWB112	555371	6711246	Bulldog Shale	1	3
MWB114	555527	6711181	Bulldog Shale	1	3
MWB115	555569	6711163	Bulldog Shale	1	3
MWB116	555628	6711166	Bulldog Shale	1	3
MWB117	555660	6711162	Bulldog Shale	1	3
MWB118	555705	6711161	Bulldog Shale	1	3
MWB121	555565	6710226	Bulldog Shale	1	3
MWB122	555529	6710252	Bulldog Shale	1	3
MWB123	555484	6710285	Bulldog Shale	1	3
MWB124	555403	6710344	Bulldog Shale	1	3
MWB125	555322	6710403	Bulldog Shale	1	3
Napiers_Bore	614577	6698404	Cadna-owie Formation	2	2
New_Mudla_Monwell	612265	6711174	Cadna-owie Formation	2	2
No.1_Bore	579573	6691883	Cadna-owie Formation	2	2
No.2_Bore	609651	6695100	Upper Boorthanna Formation	4	4
No.2_Monwell	609520	6695141	Upper Boorthanna Formation	4	4
No.5_South_Bore	551287	6677737	Cadna-owie Formation	2	2
No.6_Bore	587021	6685307	Upper Boorthanna Formation	4	4
No.6_Monwell-D	587033	6685475	Upper Boorthanna Formation	4	4
No.6_Monwell-S	587035	6685469	Cadna-owie Formation	2	2

Table A.1 Monitoring bores

Name	Easting (m)	Northing (m)	Unit	Top layer	Bottom layer
North_Well	608696	6740082	Cadna-owie Formation	2	2
P001-CSS	556065	6711414	Cadna-owie Formation	2	2
P001-FBS	556065	6711414	Bulldog Shale	1	1
P001-OBS	556065	6711414	Bulldog Shale	1	1
P004-CSS	555003	6712562	Cadna-owie Formation	2	2
P004-FBS	555003	6712562	Bulldog Shale	1	1
P004-OBS	555003	6712562	Bulldog Shale	1	1
P005-CSS	555288	6711557	Cadna-owie Formation	2	2
P005-FBS	555288	6711557	Bulldog Shale	1	1
P005-OBS	555288	6711557	Bulldog Shale	1	1
P006-CSS	555472	6711337	Cadna-owie Formation	2	2
P006-FBS	555472	6711337	Bulldog Shale	1	1
P006-OBS	555472	6711337	Bulldog Shale	1	1
P007-CSS	556354	6711583	Cadna-owie Formation	2	2
P007-FBS	556354	6711583	Bulldog Shale	1	1
P007-OBS	556354	6711583	Bulldog Shale	1	1
P008-CSS	555478	6711219	Cadna-owie Formation	2	2
P008-FBS	555478	6711219	Bulldog Shale	1	1
P008-OBS	555478	6711219	Bulldog Shale	1	1
P009-CSS	555341	6711449	Cadna-owie Formation	2	2
P009-FBS	555341	6711449	Bulldog Shale	1	1
P009-OBS	555341	6711449	Bulldog Shale	1	1
P010-CSS	556577	6711812	Cadna-owie Formation	2	2
P010-FBS	556577	6711812	Bulldog Shale	1	1
P010-OBS	556577	6711812	Bulldog Shale	1	1
P011-CSS	555067	6711794	Cadna-owie Formation	2	2
P011-FBS	555067	6711794	Bulldog Shale	1	1
P011-OBS	555067	6711794	Bulldog Shale	1	1
P014-CSS	555857	6711289	Cadna-owie Formation	2	2
P014-FBS	555857	6711289	Bulldog Shale	1	1
P014-OBS	555857	6711289	Bulldog Shale	1	1
P015-CSS	555544	6710240	Cadna-owie Formation	2	2
P015-FBS	555544	6710240	Bulldog Shale	1	1
P015-OBS	555544	6710240	Bulldog Shale	1	1

Table A.1 Monitoring bores

Name	Easting (m)	Northing (m)	Unit	Top layer	Bottom layer
P016-CSS	555270	6710441	Cadna-owie Formation	2	2
P016-FBS	555270	6710441	Bulldog Shale	1	1
P016-OBS	555270	6710441	Bulldog Shale	1	1
P017-CSS	555163	6711168	Cadna-owie Formation	2	2
P017-FBS	555163	6711168	Bulldog Shale	1	1
P017-OBS	555163	6711168	Bulldog Shale	1	1
P018-CSS	555798	6712884	Cadna-owie Formation	2	2
P018-FBS	555798	6712884	Bulldog Shale	1	1
P018-OBS	555798	6712884	Bulldog Shale	1	1
P019-CSS	554750	6714127	Cadna-owie Formation	2	2
P019-FBS	554750	6714127	Bulldog Shale	1	1
P019-OBS	554750	6714127	Bulldog Shale	1	1
Pipeline_Dam	522220	6697696	Cadna-owie Formation	2	2
RMD-1	632684	6729151	Upper Boorthanna Formation	4	4
RMD-2	602032	6669999	Upper Boorthanna Formation	4	4
RMD-3	607990	6740032	Upper Boorthanna Formation	4	4
RMD-4	614606	6711376	Upper Boorthanna Formation	4	4
RMD-5	538105	6698492	Upper Boorthanna Formation	4	4
RMD-6	571579	6700258	Upper Boorthanna Formation	4	4
RMD-7	560194	6686435	Upper Boorthanna Formation	4	4
RMS-1	632686	6729153	Cadna-owie Formation	2	2
RMS-2	602030	6669960	Cadna-owie Formation	2	2
RMS-3	607994	6740029	Cadna-owie Formation	2	2
RMS-4	614602	6711379	Cadna-owie Formation	2	2
RMS-7	560199	6686410	Cadna-owie Formation	2	2
Scorpio-E2	566272	6686096	Upper Boorthanna Formation	4	4
Sugarloaf_Well	600813	6734668	Cadna-owie Formation	2	2
Taurus-1	560646	6717977	Upper Boorthanna Formation	4	4
Taurus-2	560662	6718074	Upper Boorthanna Formation	4	4
Taurus-4	560362	6719386	Lower Boorthanna Formation	5	5
Taurus-B	563817	6723146	Lower Boorthanna Formation	5	5
Taurus-C	561938	6721338	Lower Boorthanna Formation	5	5
Taurus-D	560616	6716682	Upper Boorthanna Formation	4	4
Taurus-E	561683	6719546	Lower Boorthanna Formation	5	5

Table A.1 Monitoring bores

Name	Easting (m)	Northing (m)	Unit	Top layer	Bottom layer
TSF-A	554706	6710711	Bulldog Shale	1	1
TSF-B	556035	6708986	Bulldog Shale	1	1
TSF-C	557304	6710126	Bulldog Shale	1	1
TSF-D	557305	6710118	Cadna-owie Formation	2	2
TSF-D4	554717	6709417	Upper Boorthanna Formation	4	4
TSF-D6	557114	6710257	Upper Boorthanna Formation	4	4
TSF-E	554509	6709297	Cadna-owie Formation	2	2
TSF-S5a	556109	6709162	Bulldog Shale	1	1
TSF-S5b	556103	6709160	Bulldog Shale	1	1
Twins_Well	537766	6681750	Cadna-owie Formation	2	2
Virgo-1	557168	6697749	Upper Boorthanna Formation	4	4
Virgo-2	559070	6696445	Upper Boorthanna Formation	4	4
Virgo-3	556940	6693265	Upper Boorthanna Formation	4	5
Virgo-4	560040	6696408	Upper Boorthanna Formation	4	4
Virgo-5	556989	6692393	Upper Boorthanna Formation	4	4
Virgo-6	552986	6695122	Upper Boorthanna Formation	4	4
Virgo-7	554946	6694131	Upper Boorthanna Formation	4	4
Virgo-8	552940	6694135	Upper Boorthanna Formation	4	4
Virgo-9	558110	6696452	Upper Boorthanna Formation	4	5
Virgo-A	552986	6695122	Upper Boorthanna Formation	4	4
Virgo-E	552940	6694135	Upper Boorthanna Formation	4	4
Virgo-E3	557168	6697749	Upper Boorthanna Formation	4	4
Virgo-E4	559070	6696445	Upper Boorthanna Formation	4	4
Virgo-E5	556940	6693265	Upper Boorthanna Formation	4	4
Virgo-F	554946	6694131	Upper Boorthanna Formation	4	4
VMD-1	557205	6700024	Upper Boorthanna Formation	4	4
VMD-2	554990	6695043	Upper Boorthanna Formation	4	4
VMD-3	561264	6696442	Upper Boorthanna Formation	4	4
VMD-4	556976	6691584	Upper Boorthanna Formation	4	4
VMD-5	550993	6695001	Upper Boorthanna Formation	4	4
VMS-1	558999	6696455	Cadna-owie Formation	2	2
WD004	556079	6711417	Bulldog Shale	1	3
Woolshed_Bore	590492	6675184	Upper Boorthanna Formation	4	4
Woolshed_Bore_No.2	590439	6675237	Upper Boorthanna Formation	4	4

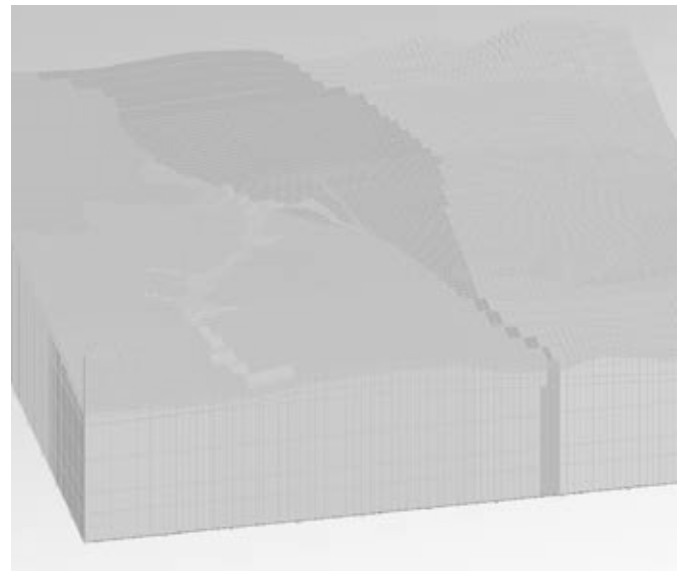
Table A.1 Monitoring bores

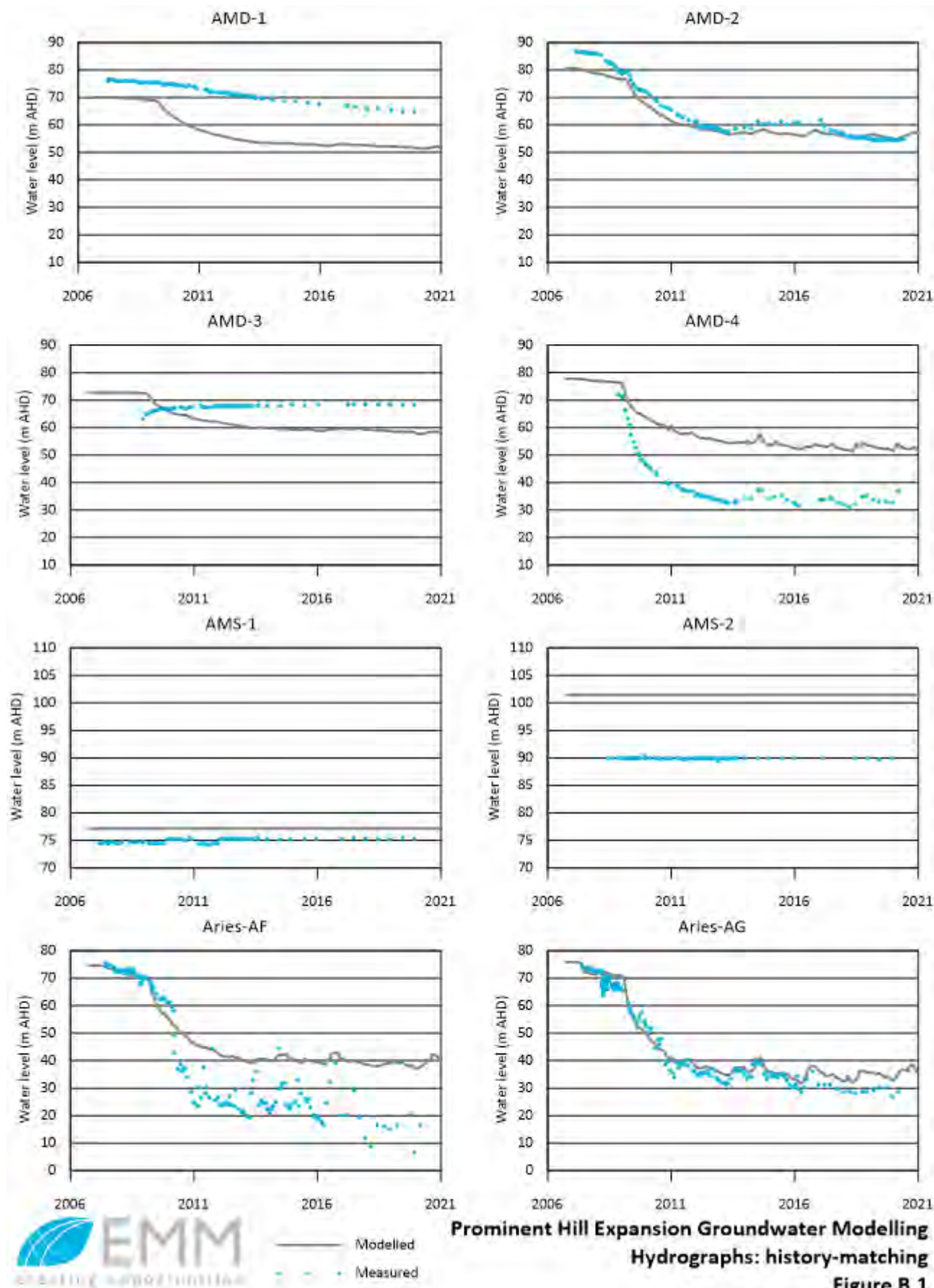
Name	Easting (m)	Northing (m)	Unit	Top layer	Bottom layer
Woolshed_MonWell	590440	6675235	Upper Boorthanna Formation	4	4



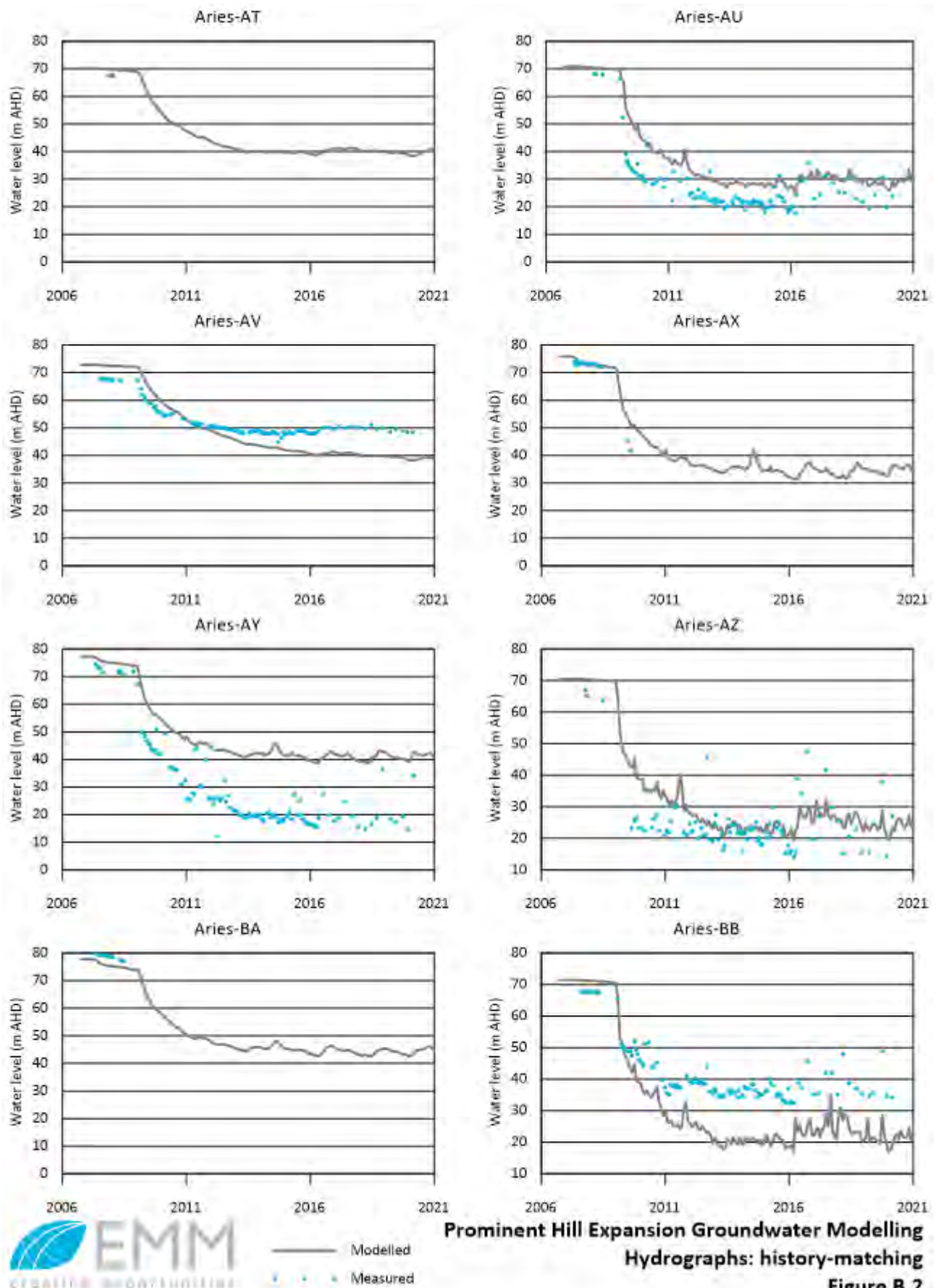
Appendix B

Hydrographs: history matching

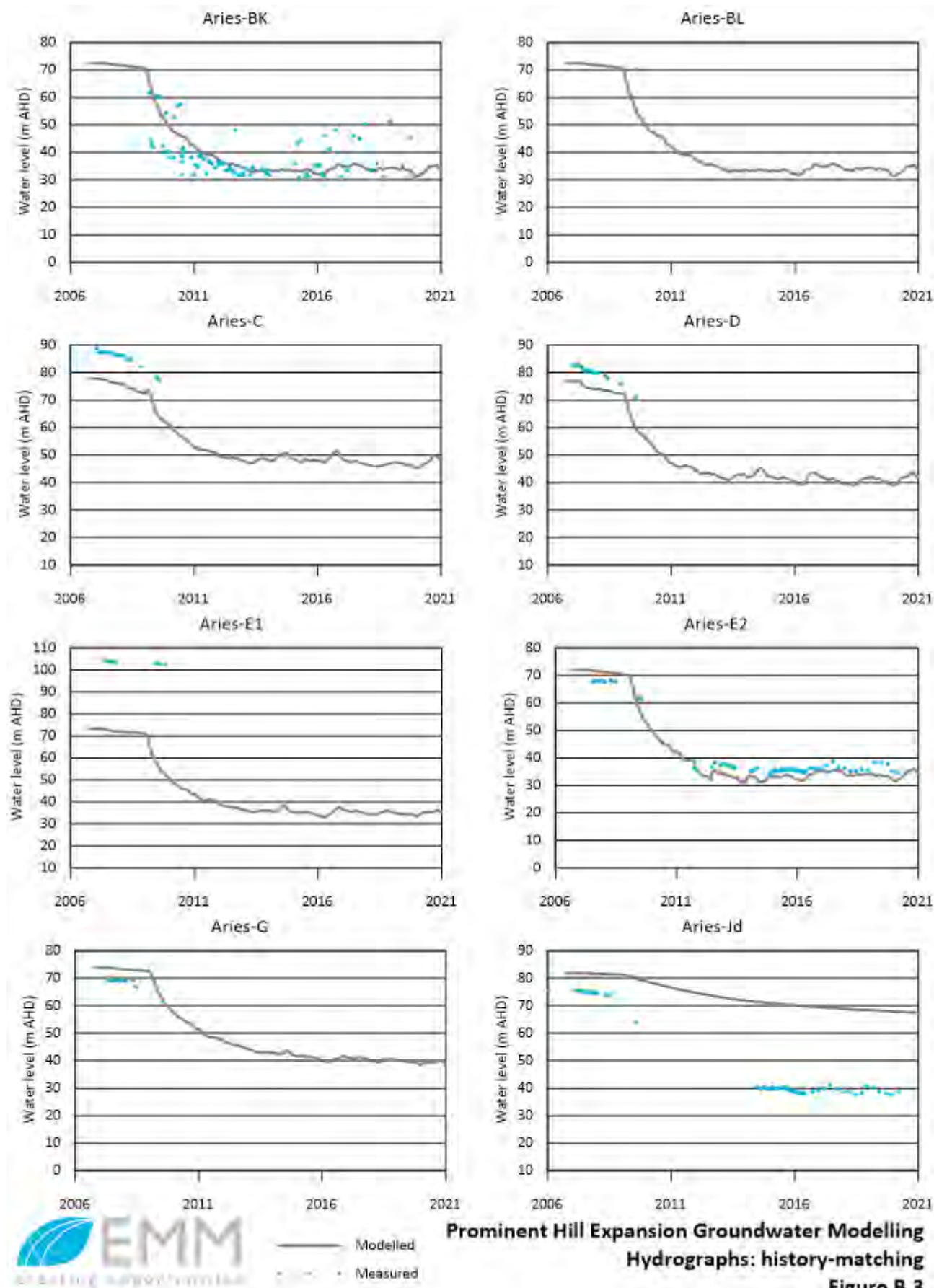




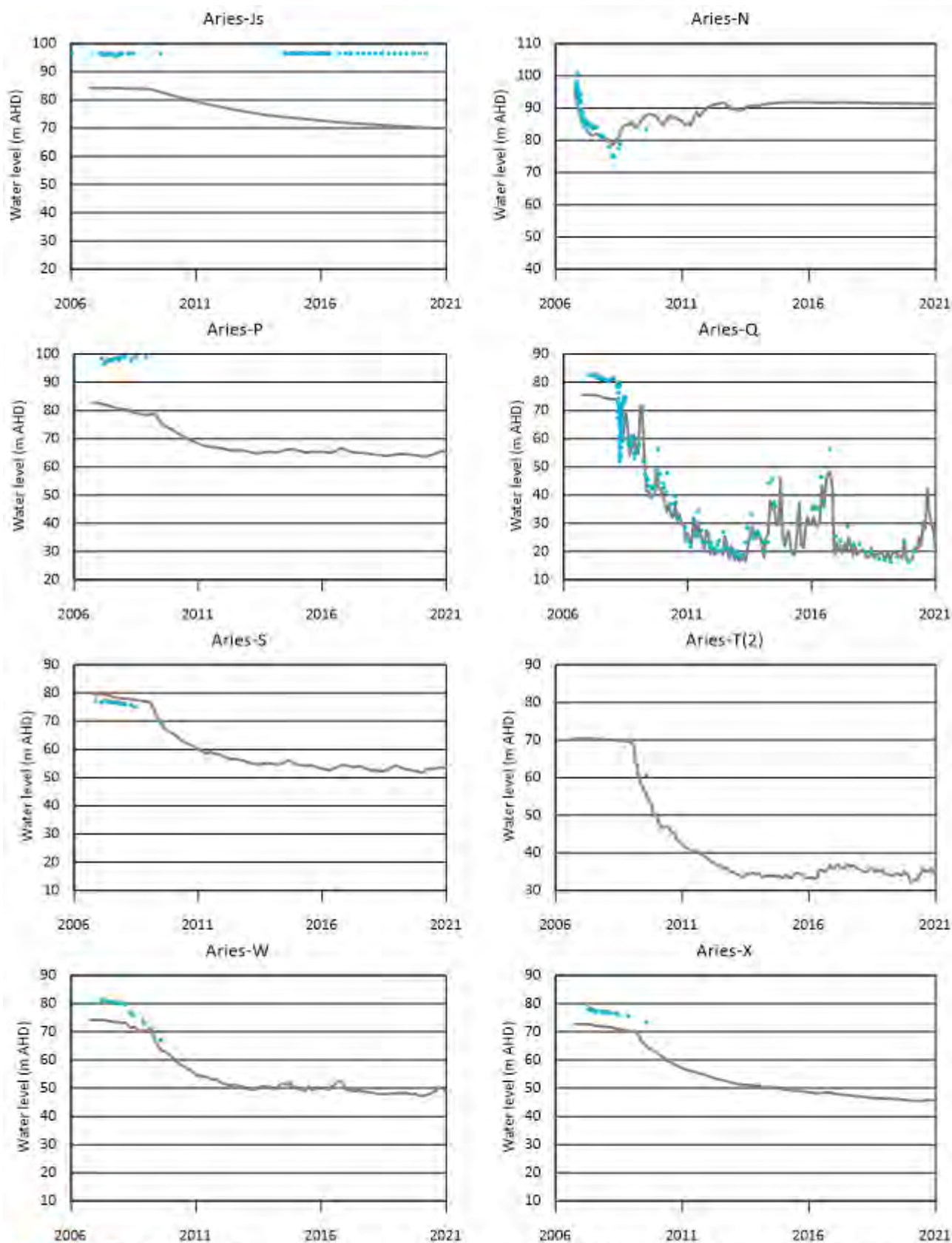
**Prominent Hill Expansion Groundwater Modelling
Hydrographs: history-matching
Figure B.1**

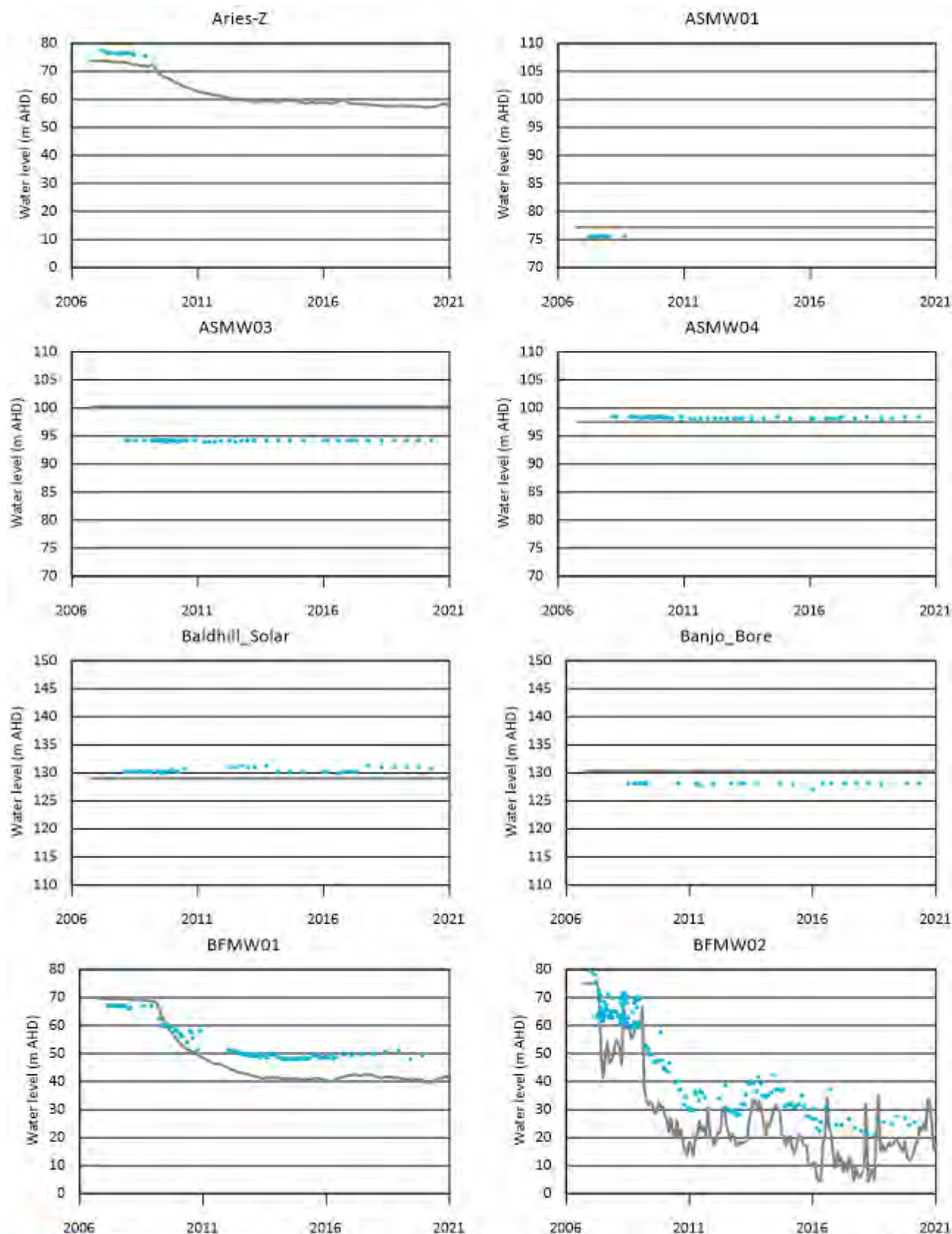


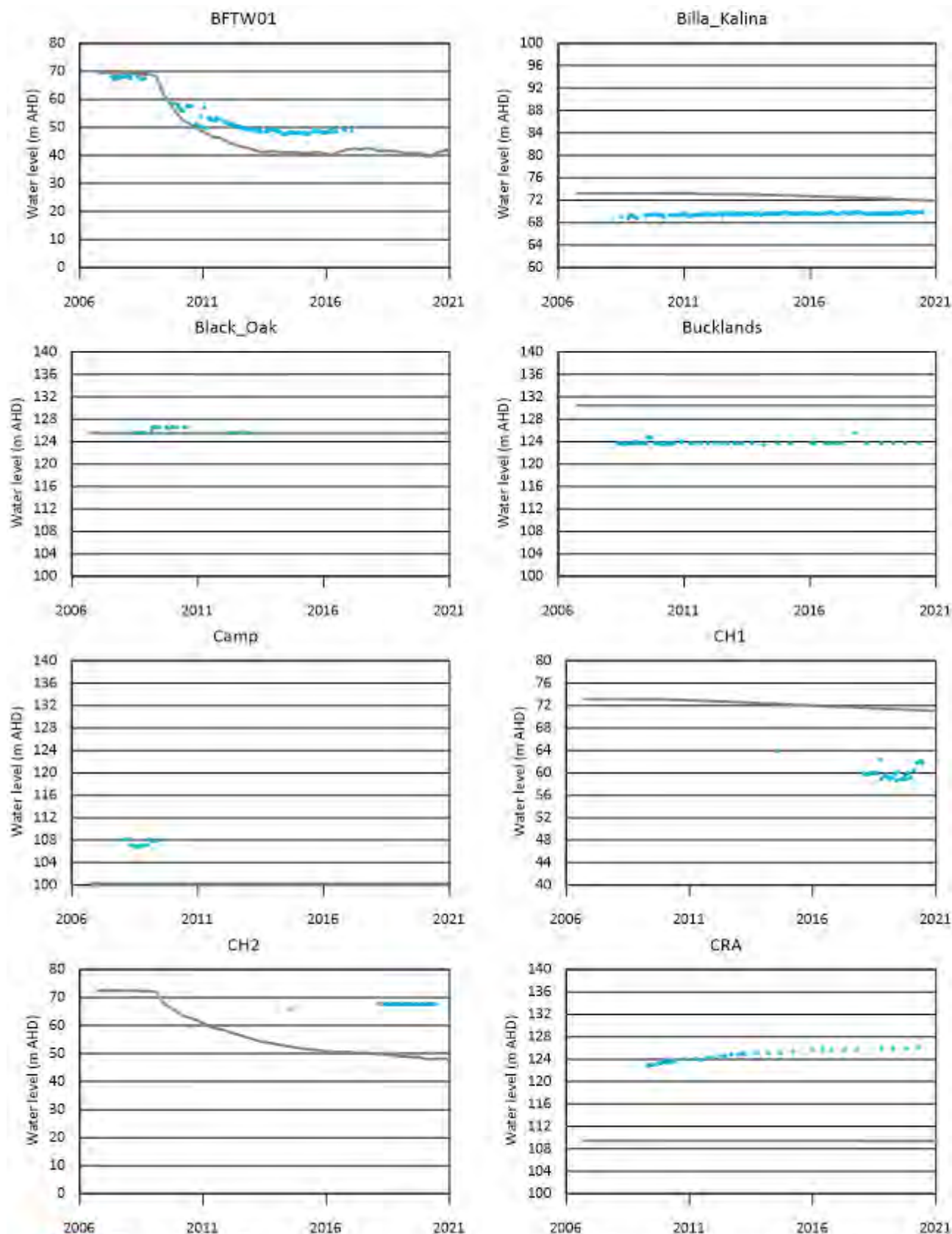
**Prominent Hill Expansion Groundwater Modelling
Hydrographs: history-matching
Figure B.2**



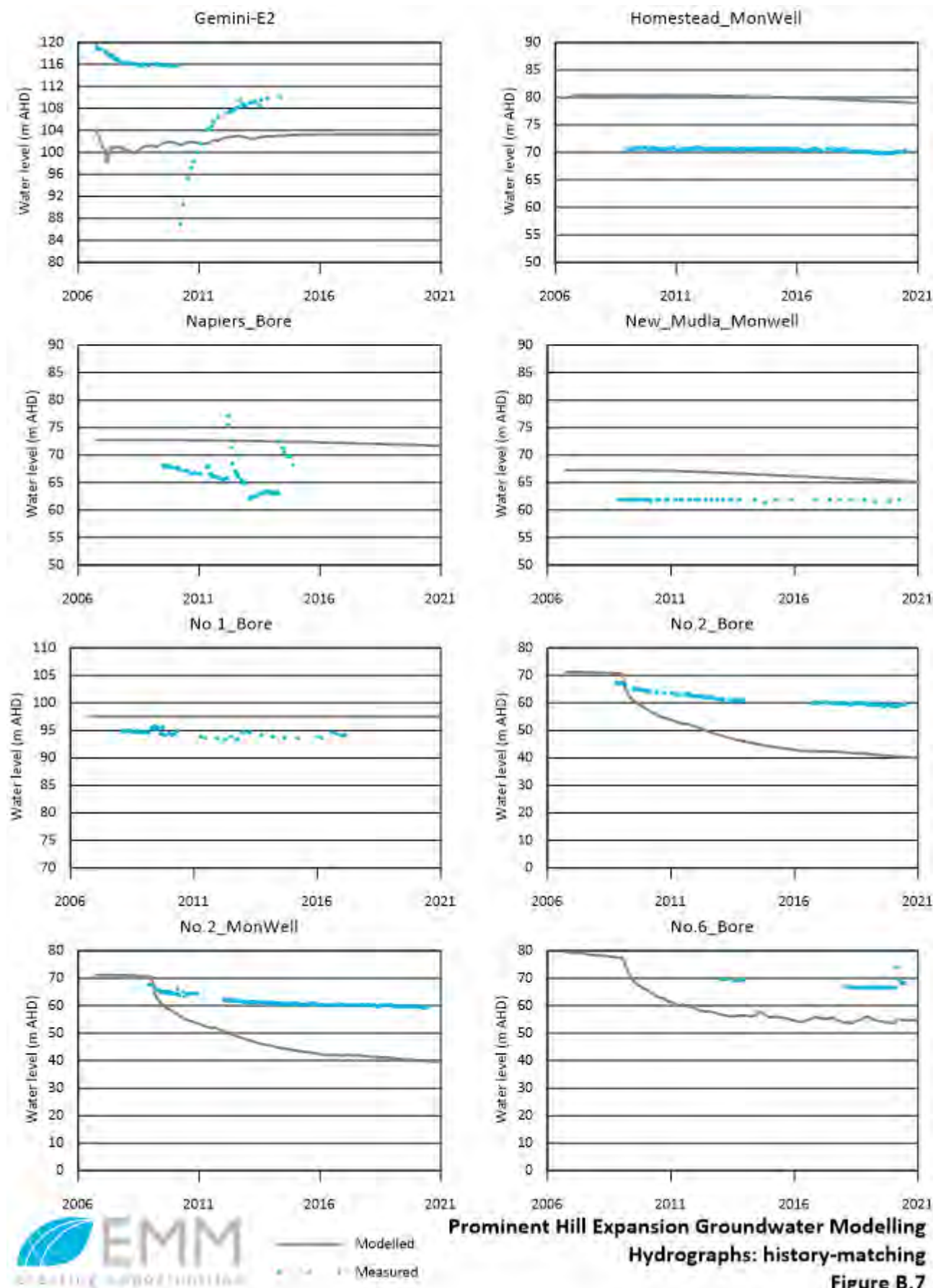
**Prominent Hill Expansion Groundwater Modelling
Hydrographs: history-matching
Figure B.3**



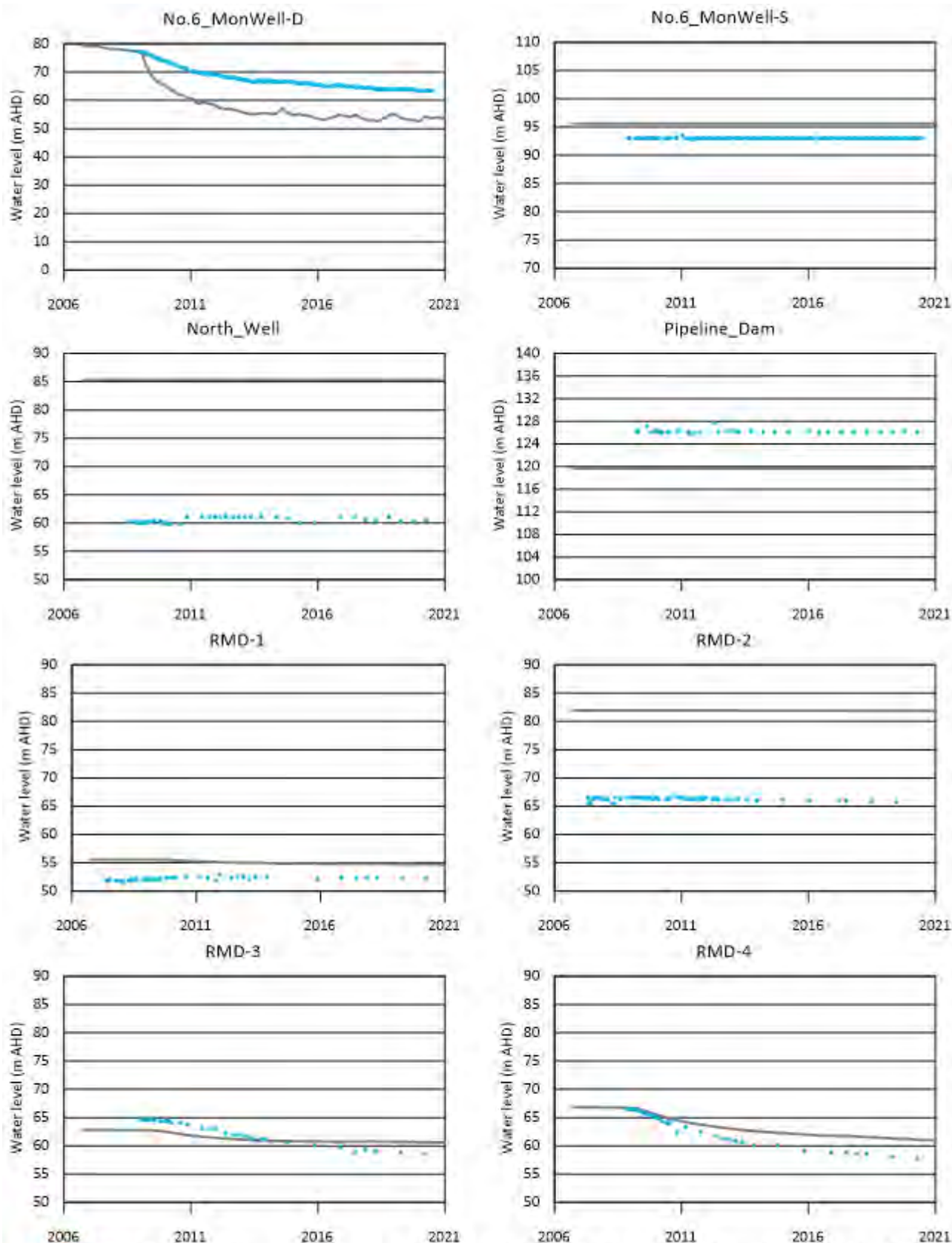


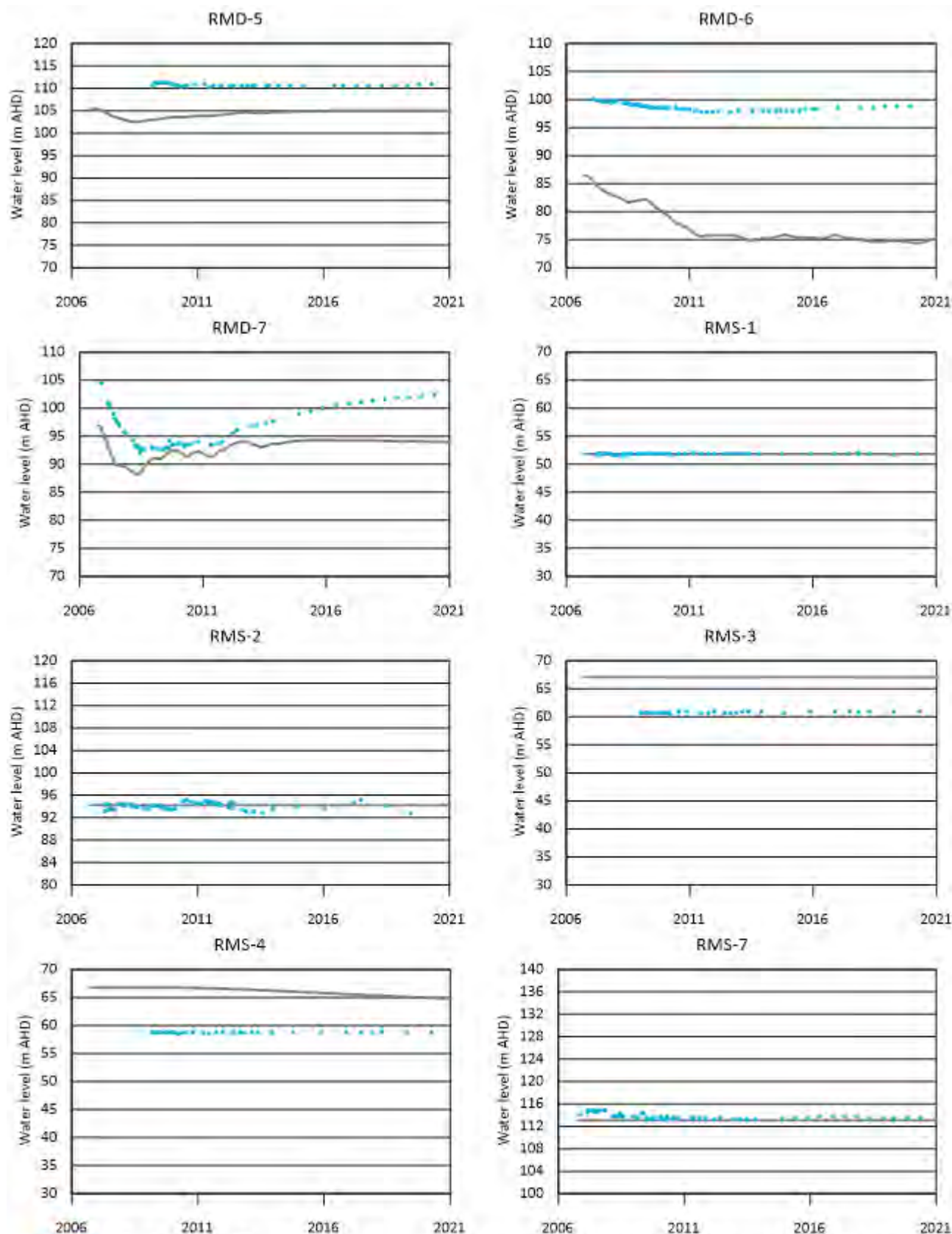


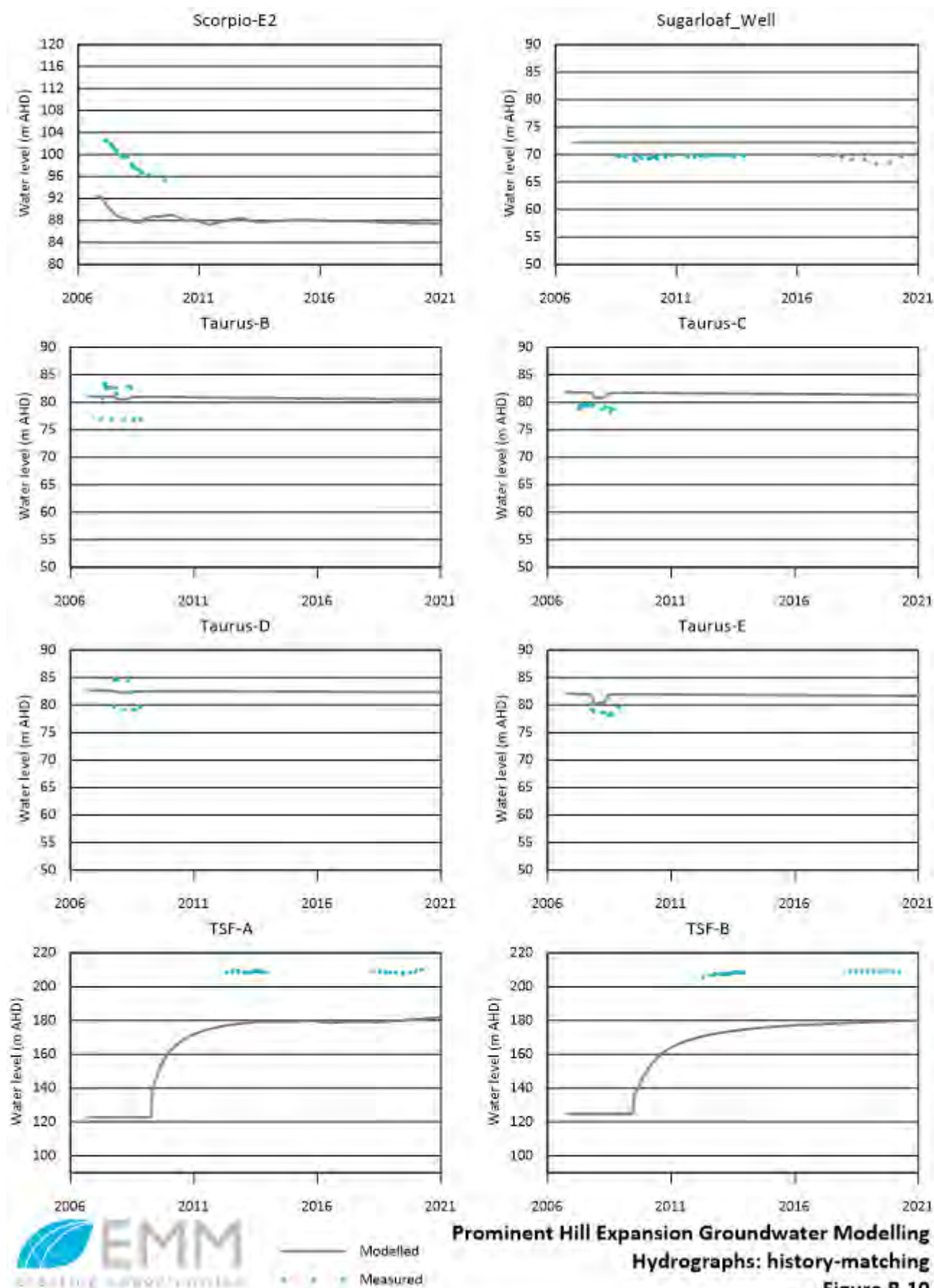
Prominent Hill Expansion Groundwater Modelling
Hydrographs: history-matching
Figure B.6



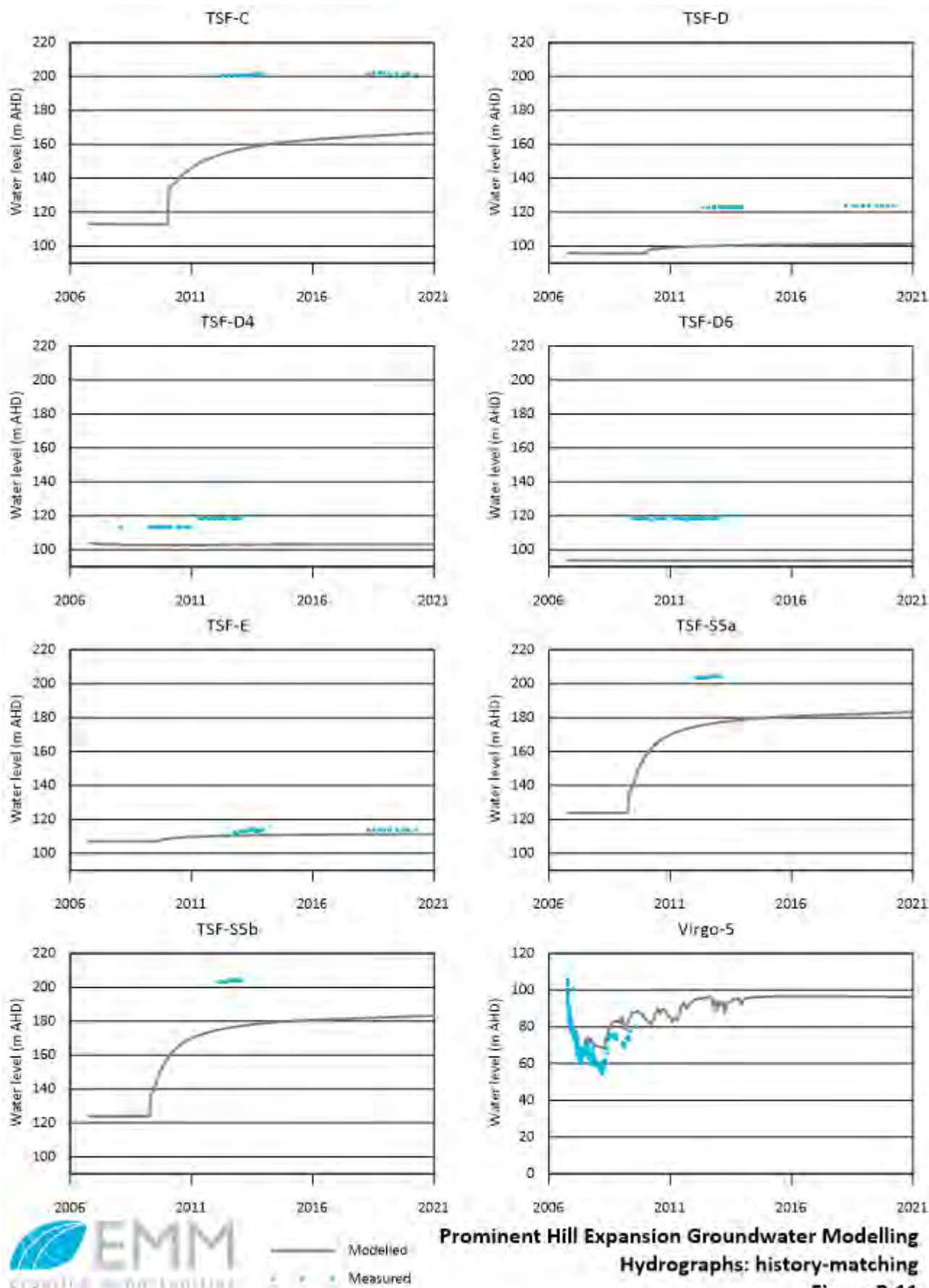
**Prominent Hill Expansion Groundwater Modelling
 Hydrographs: history-matching
 Figure B.7**



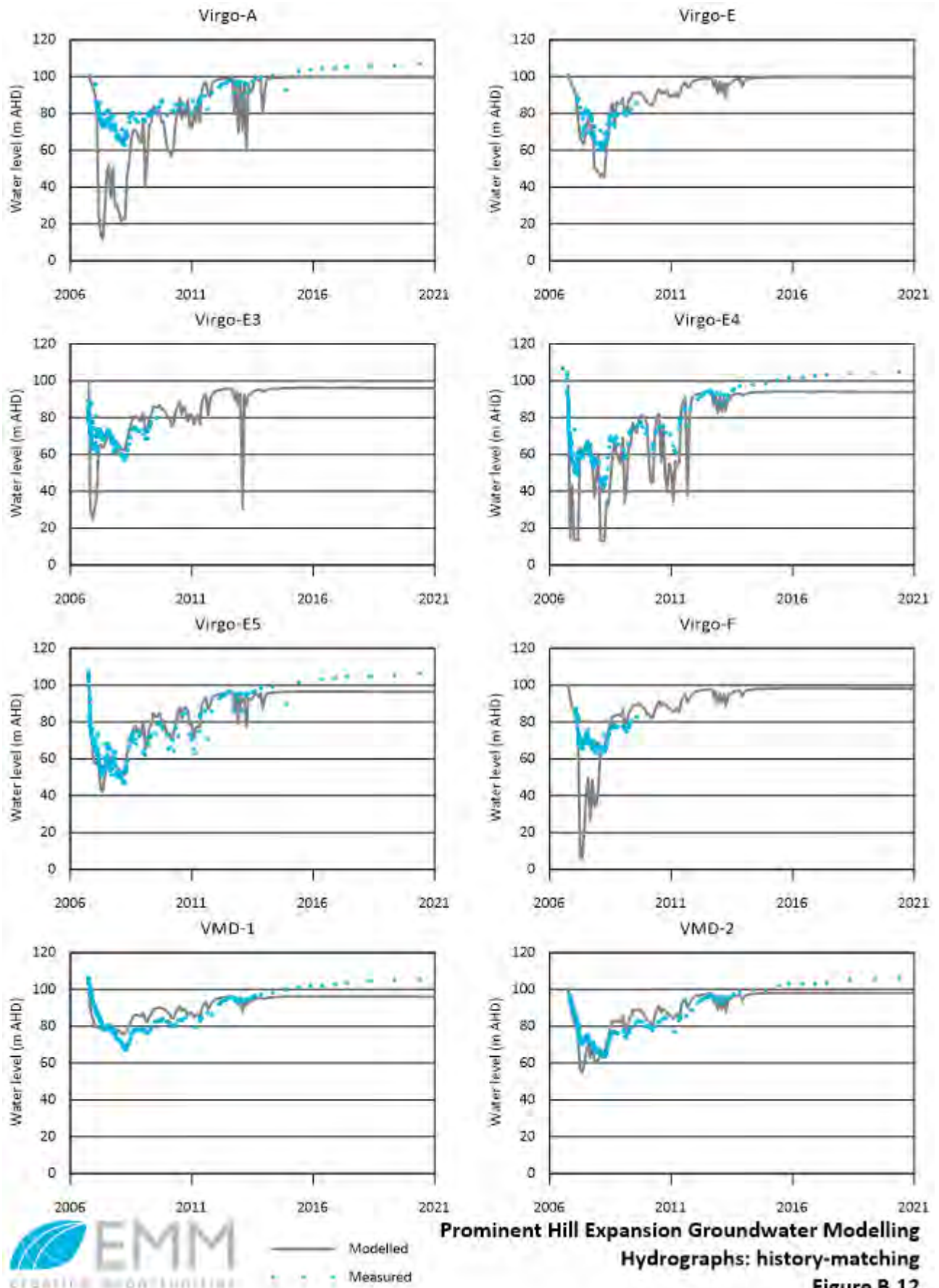




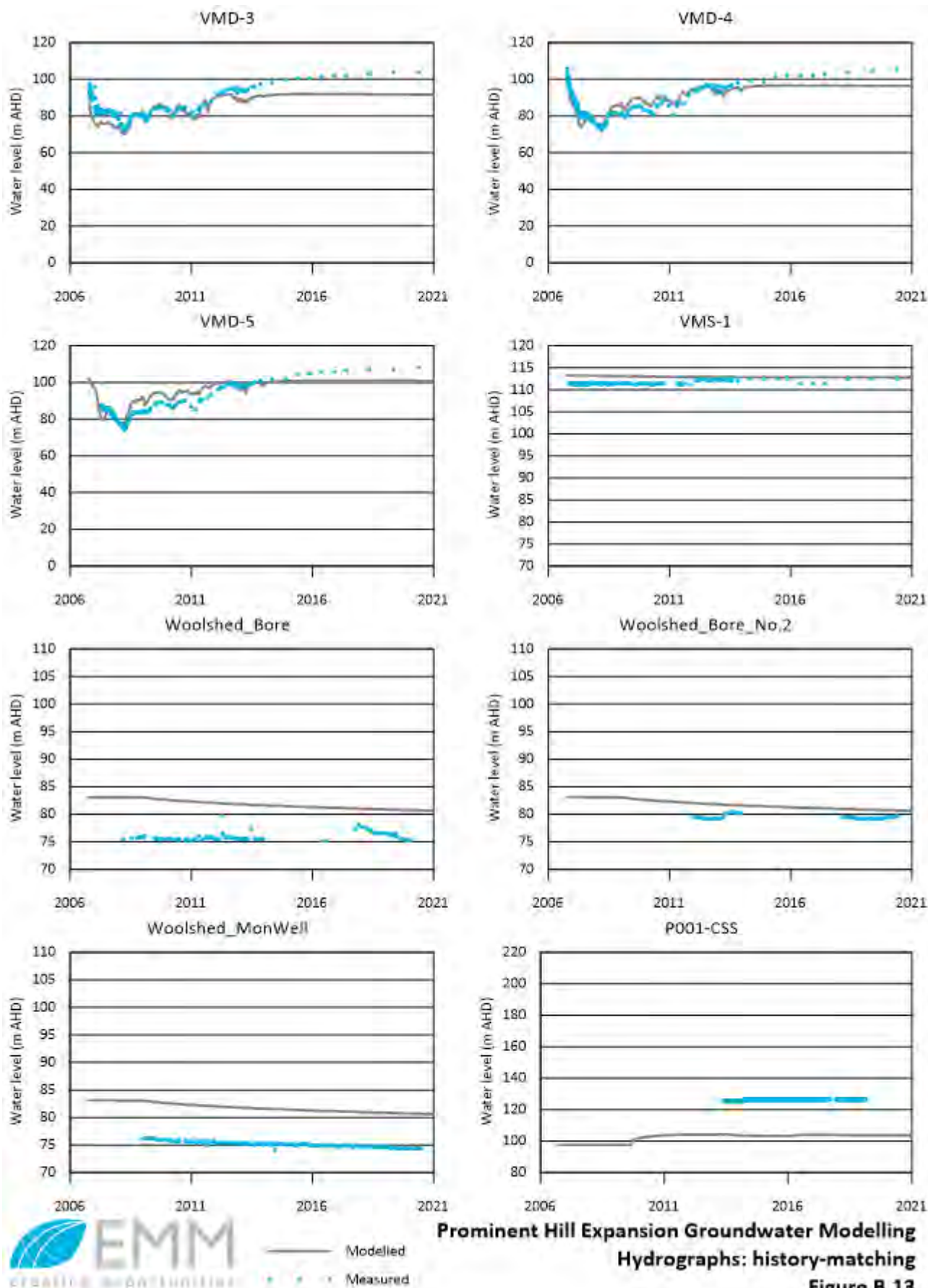
**Prominent Hill Expansion Groundwater Modelling
Hydrographs: history-matching
Figure B.10**



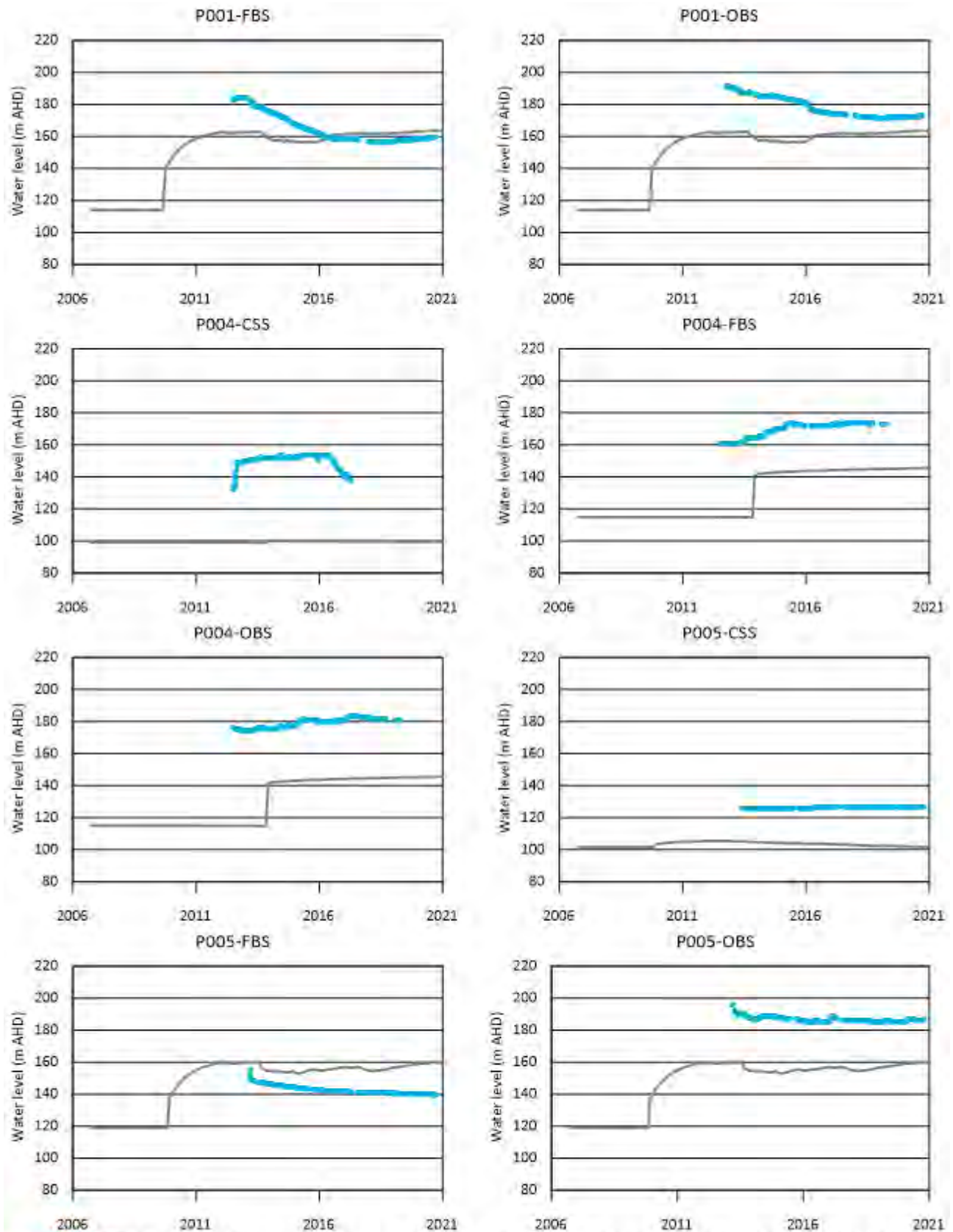
**Prominent Hill Expansion Groundwater Modelling
Hydrographs: history-matching
Figure B.11**

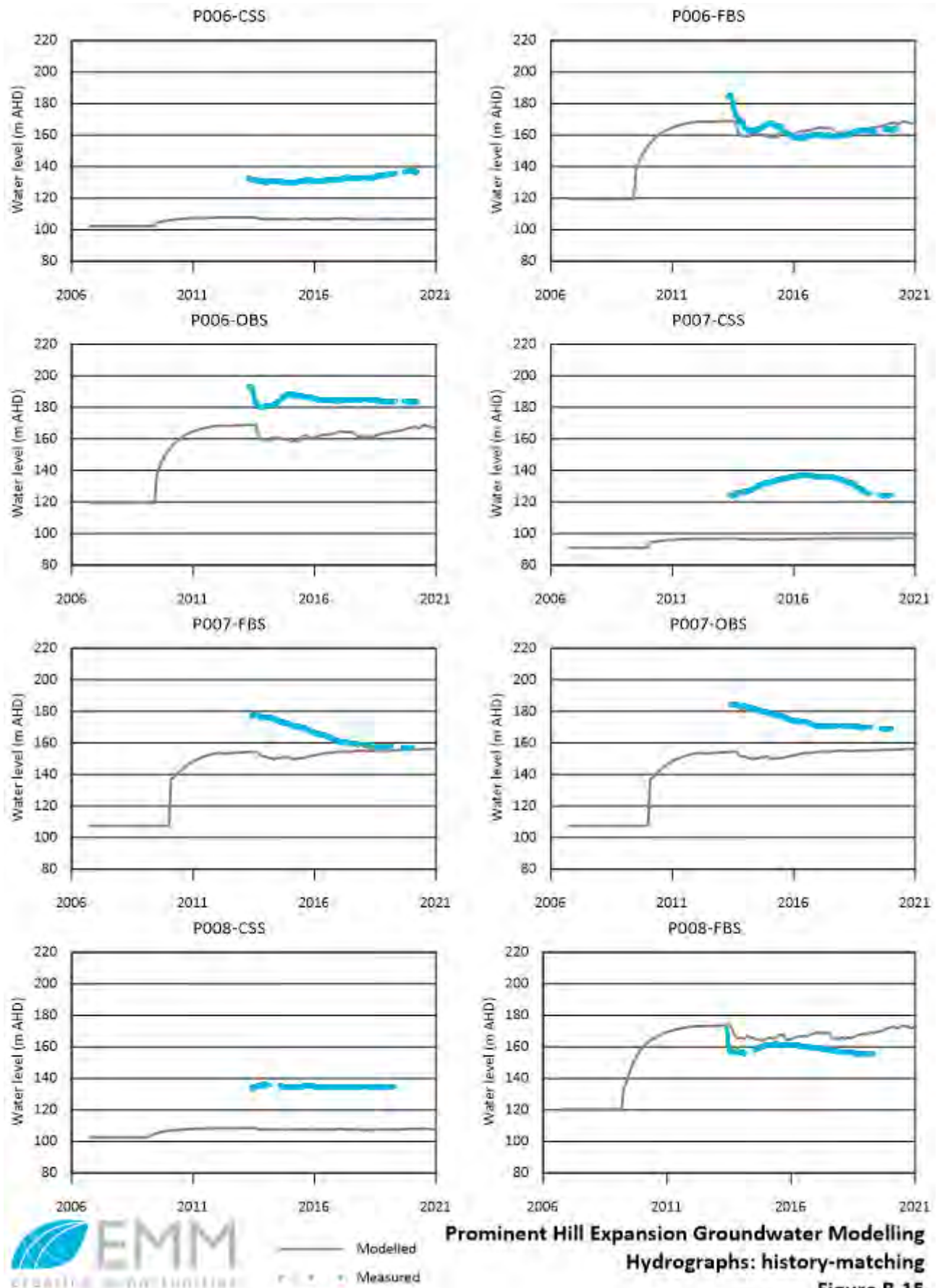


Prominent Hill Expansion Groundwater Modelling
Hydrographs: history-matching
Figure B.12

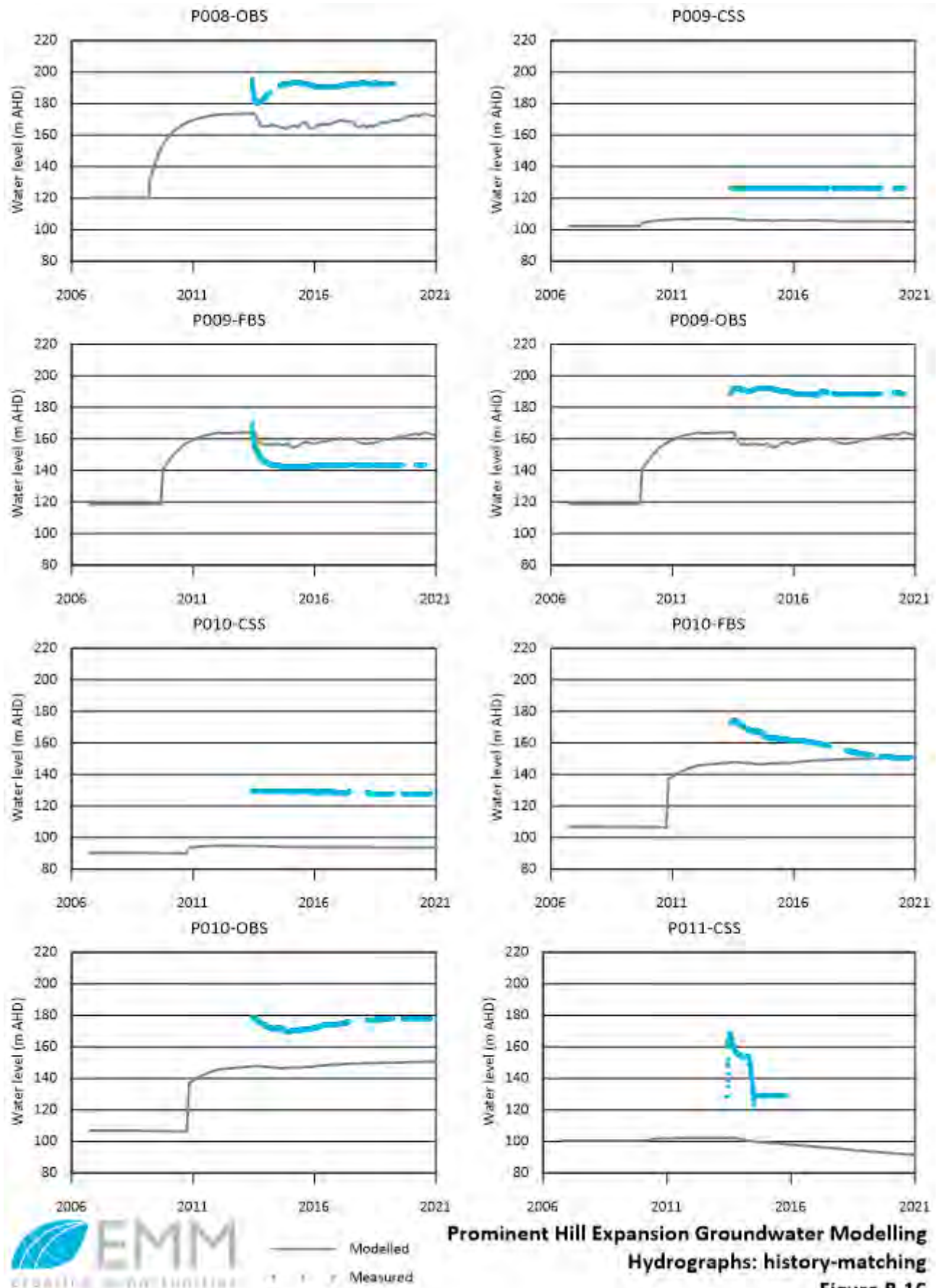


Prominent Hill Expansion Groundwater Modelling
Hydrographs: history-matching
Figure B.13

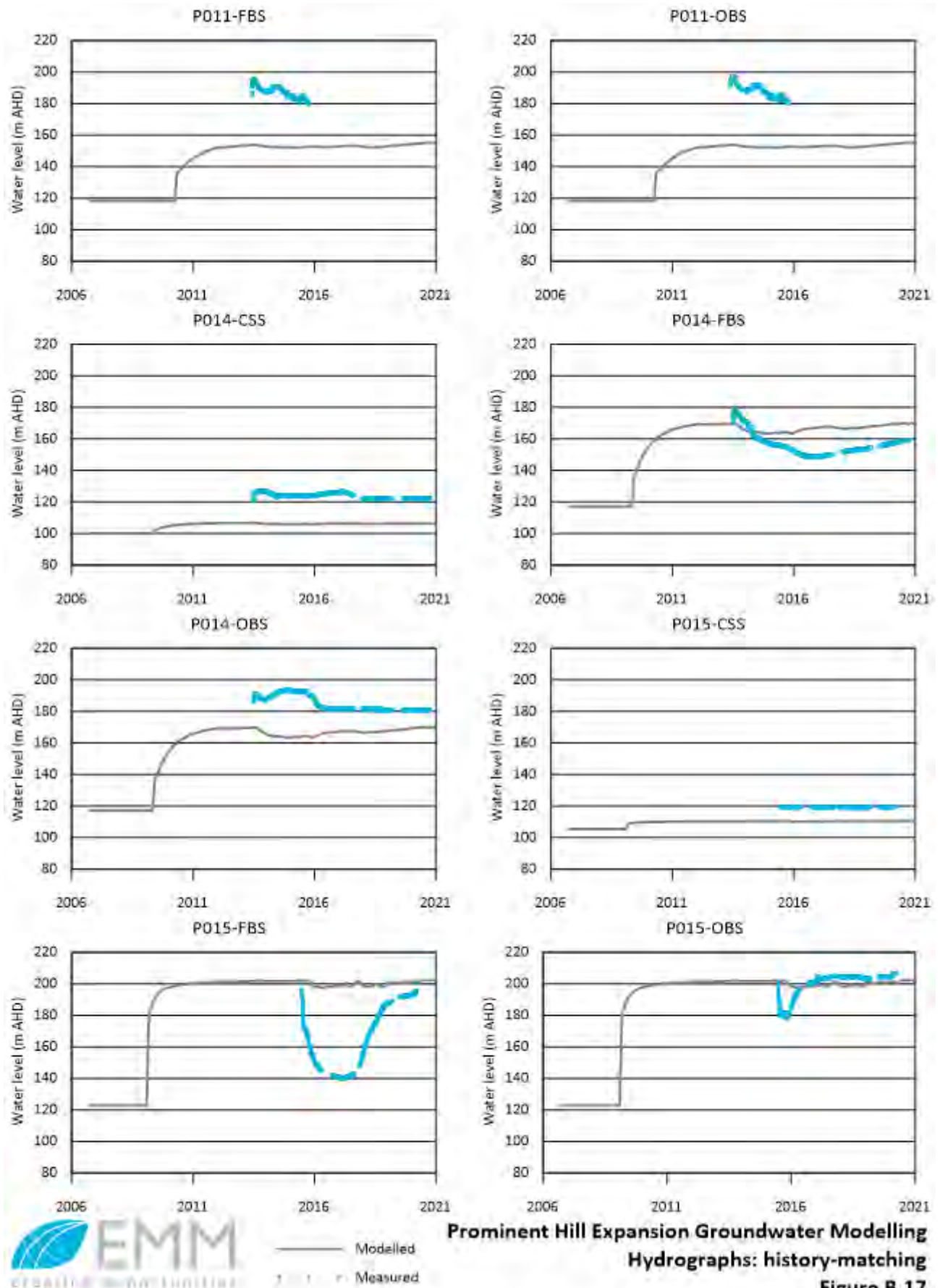




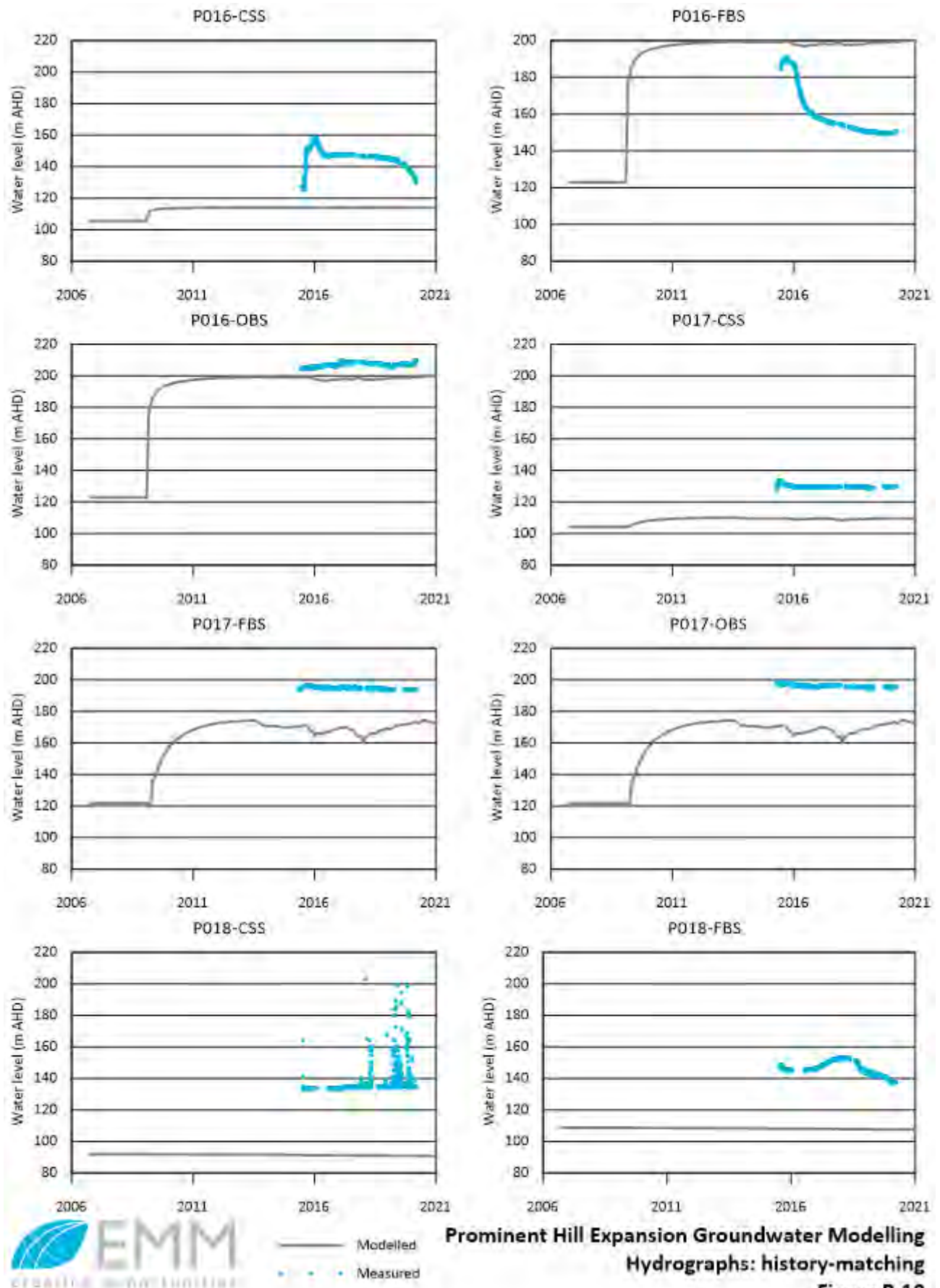
Prominent Hill Expansion Groundwater Modelling
Hydrographs: history-matching
Figure B.15



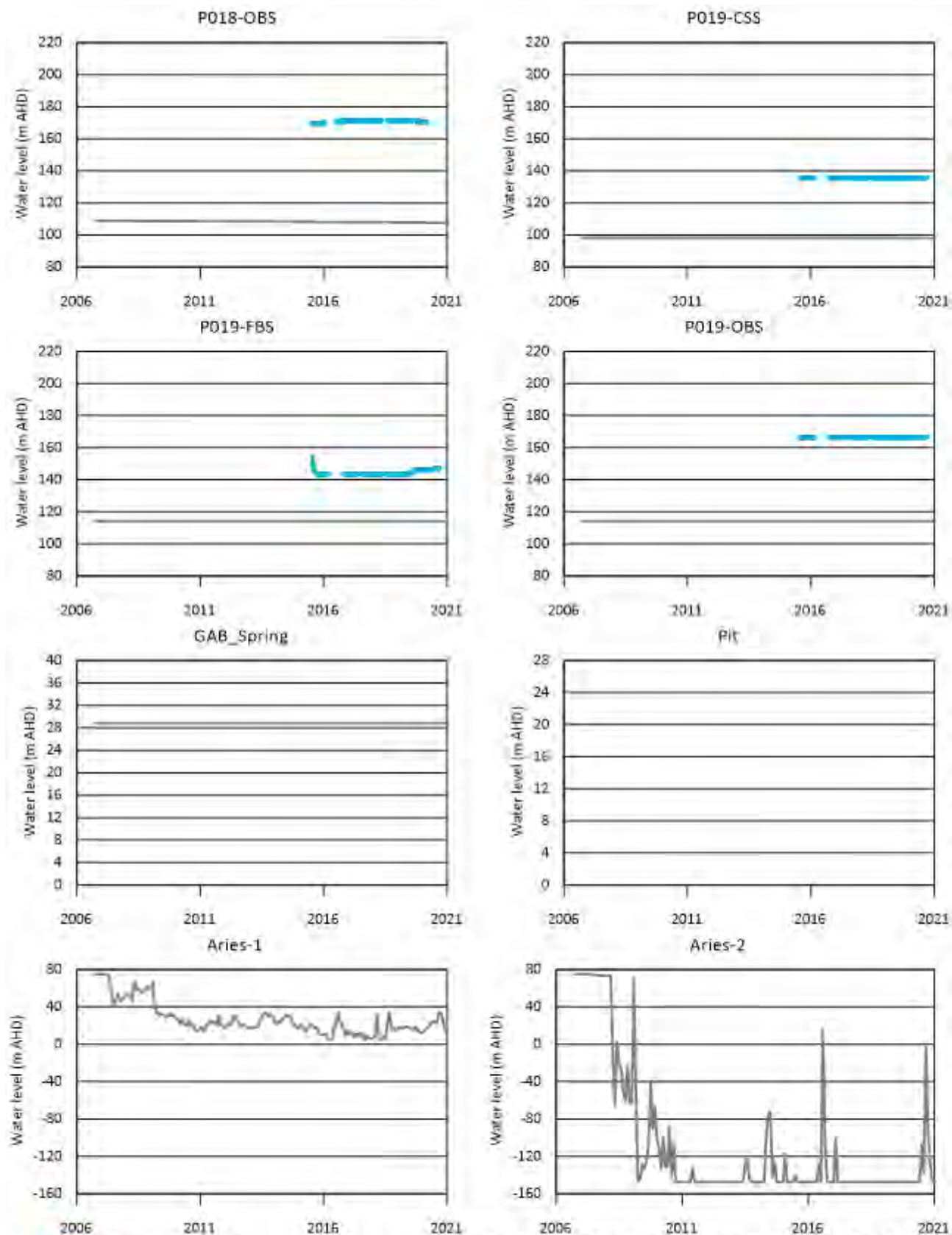
Prominent Hill Expansion Groundwater Modelling
Hydrographs: history-matching
Figure B.16



Prominent Hill Expansion Groundwater Modelling
Hydrographs: history-matching
Figure B.17

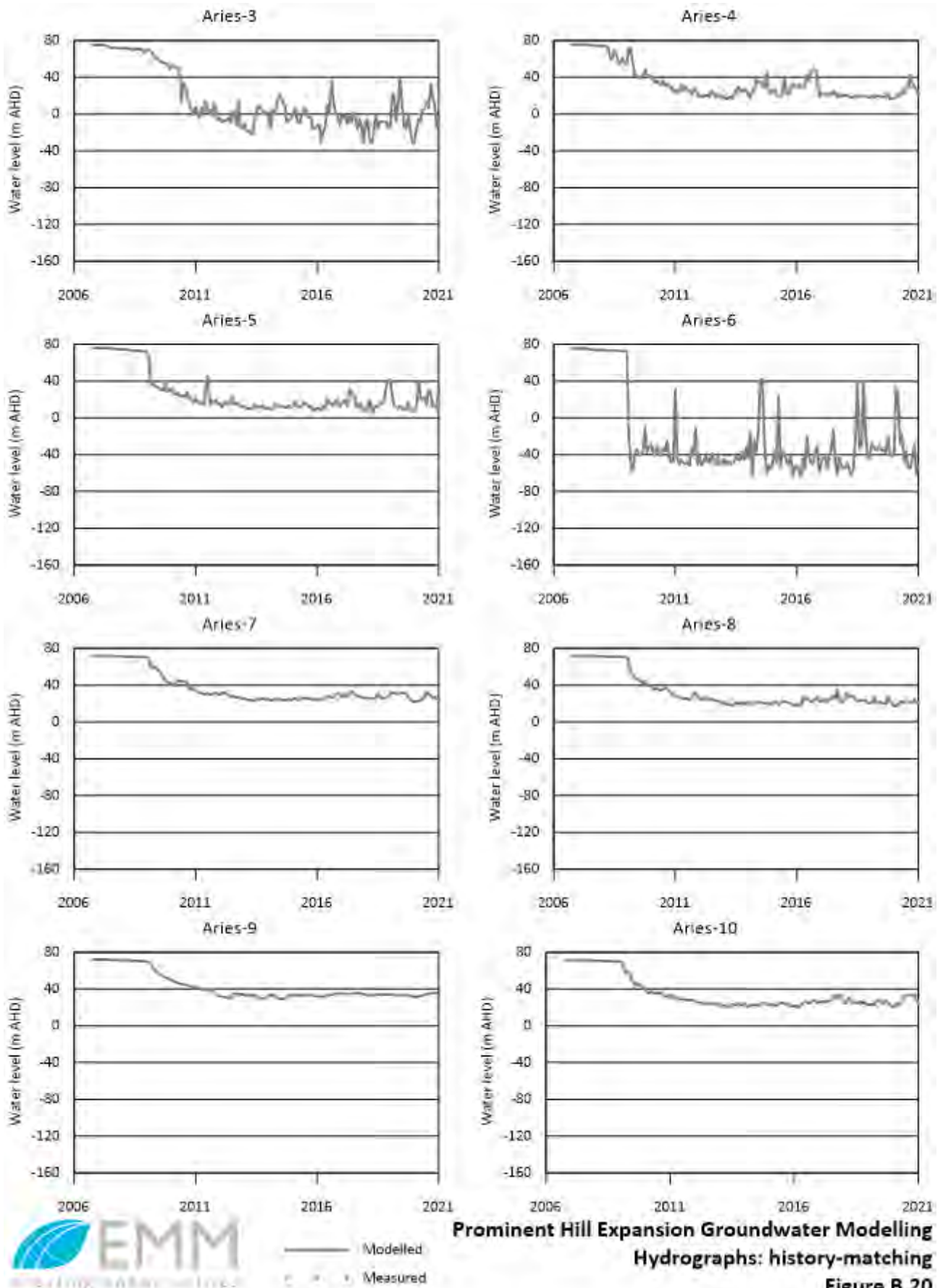


Prominent Hill Expansion Groundwater Modelling
Hydrographs: history-matching
Figure B.18

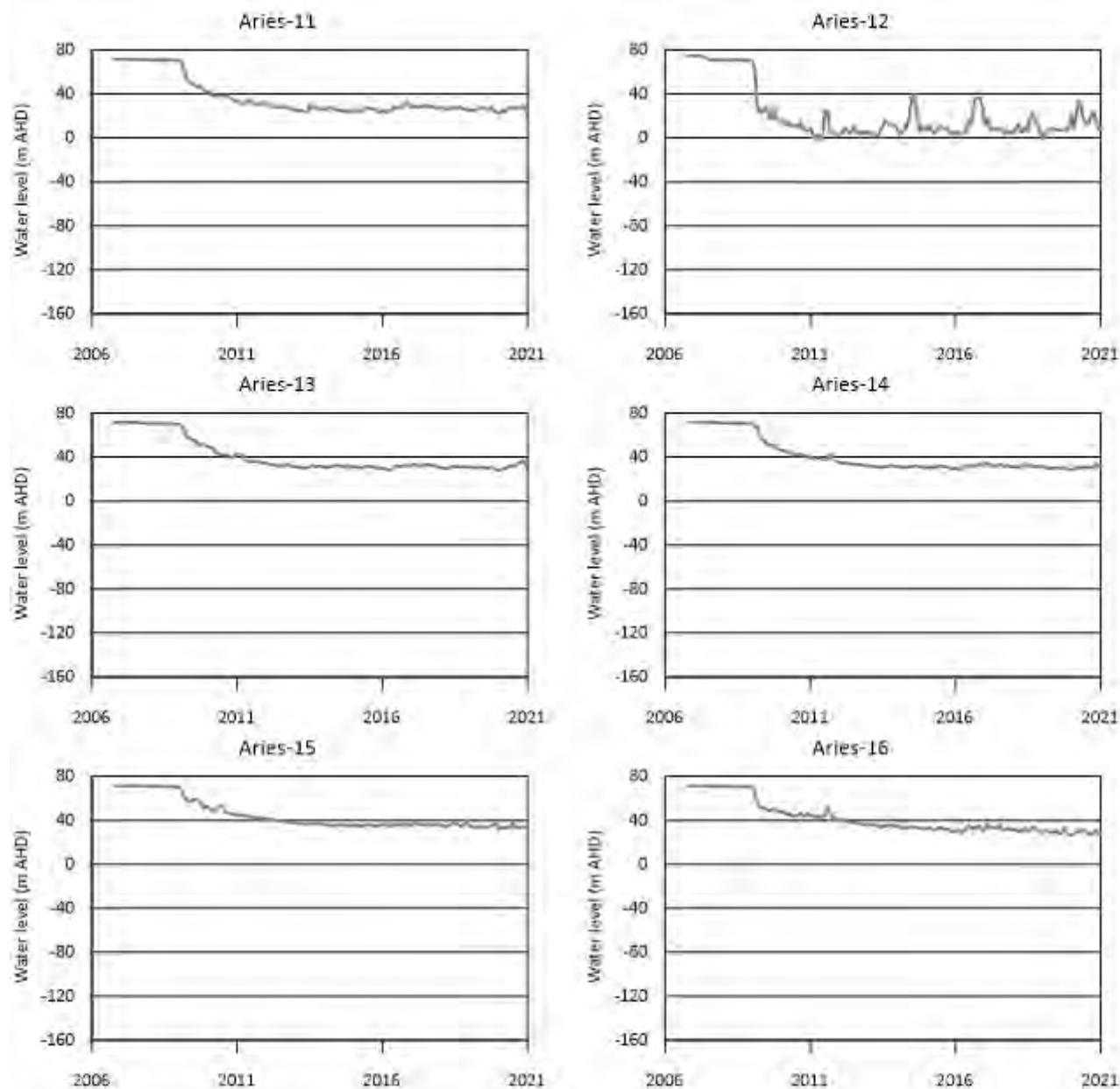


— Modelled
- - - Measured

Prominent Hill Expansion Groundwater Modelling
Hydrographs: history-matching
Figure B.19



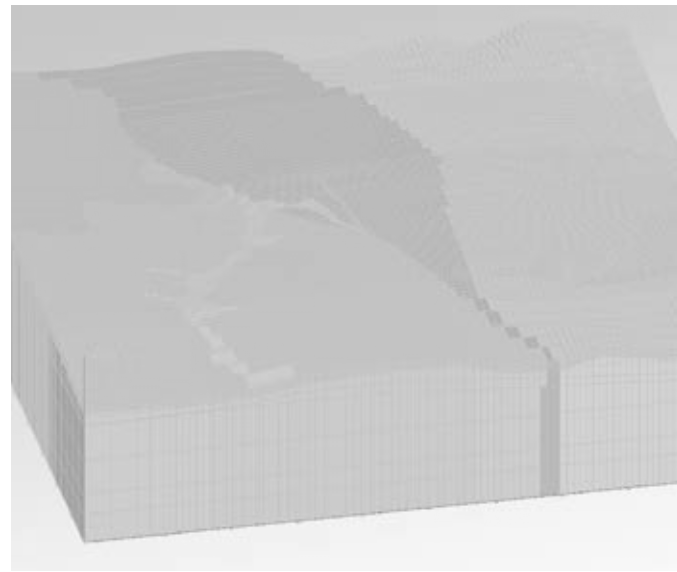
**Prominent Hill Expansion Groundwater Modelling
Hydrographs: history-matching
Figure B.20**

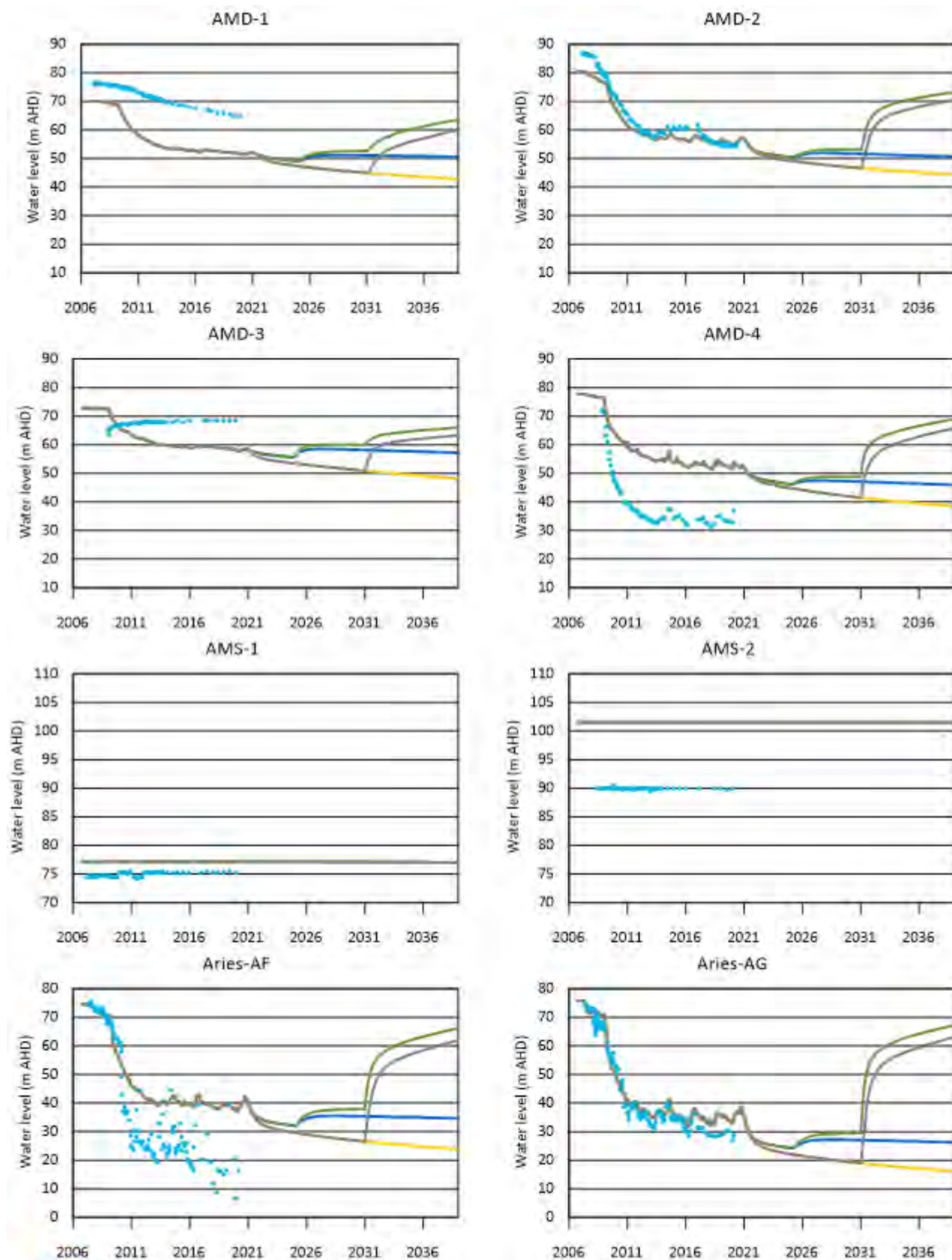




Appendix C

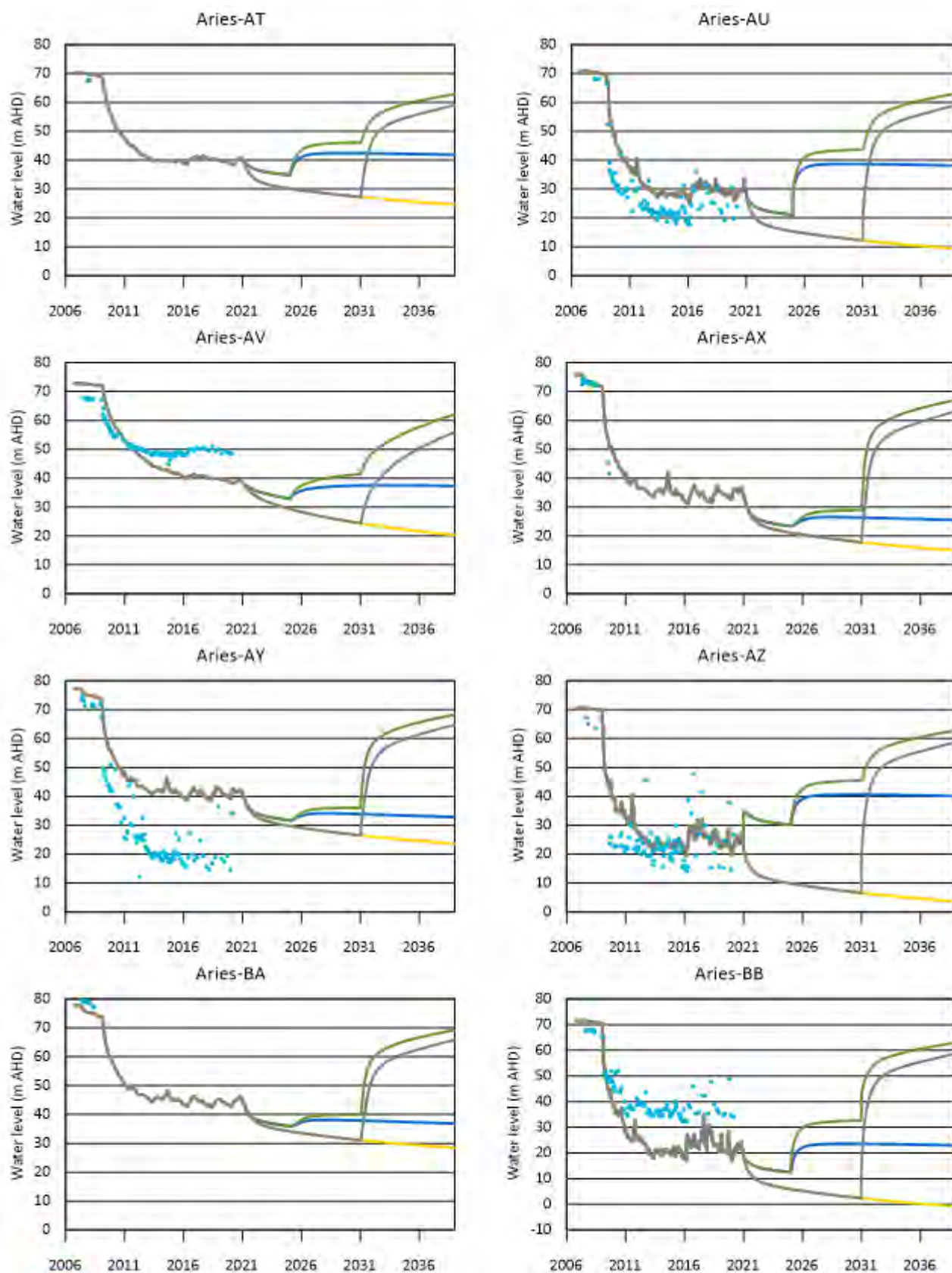
Hydrographs: life of mine

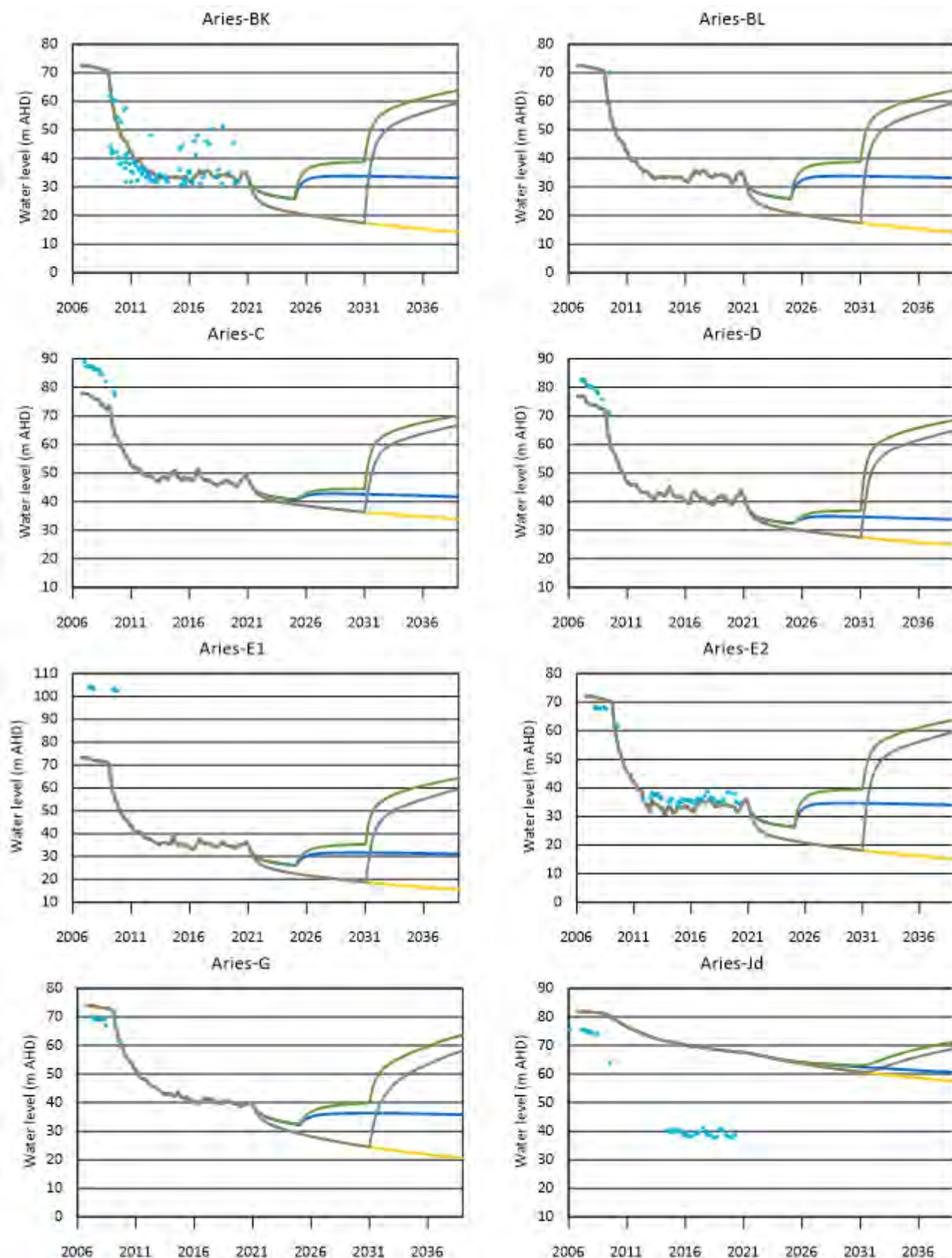




Measured
 LOM 10 ML/d
 LOM 20 ML/d
 PHOX 12 ML/d
 PHOX 20 ML/d

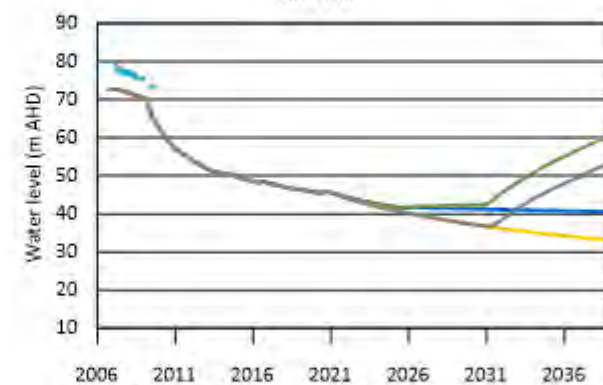
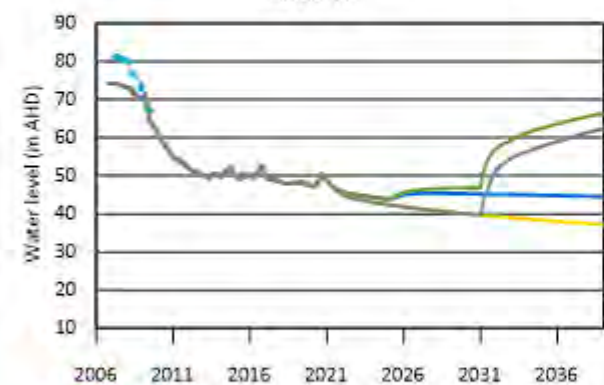
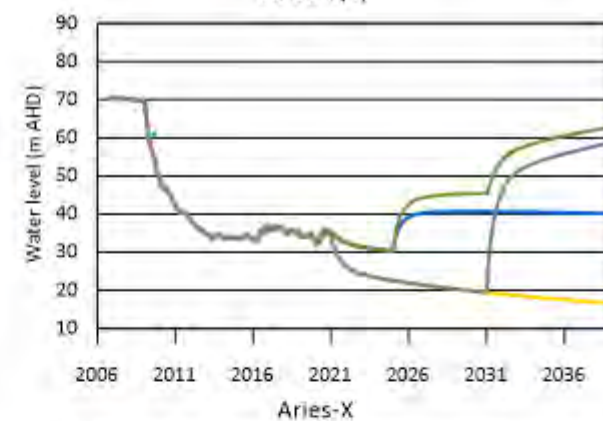
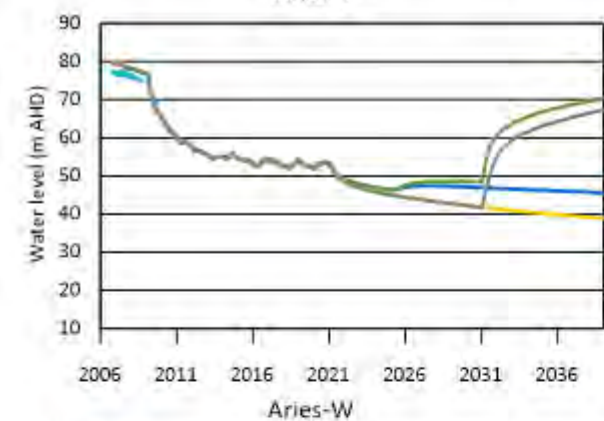
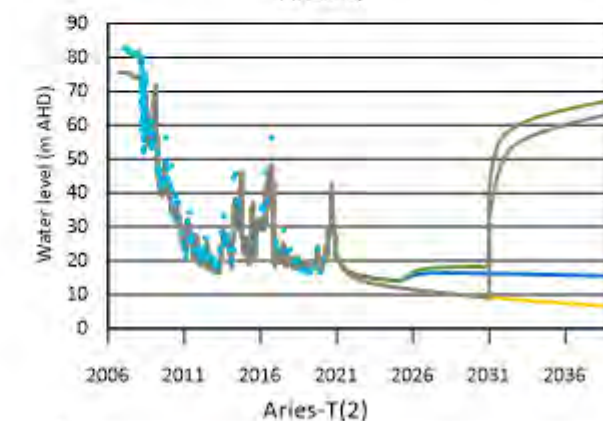
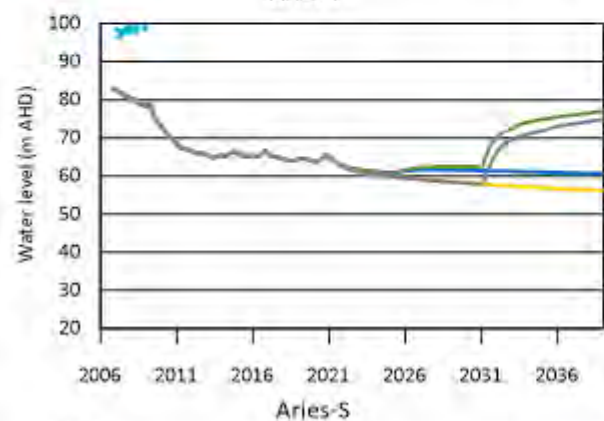
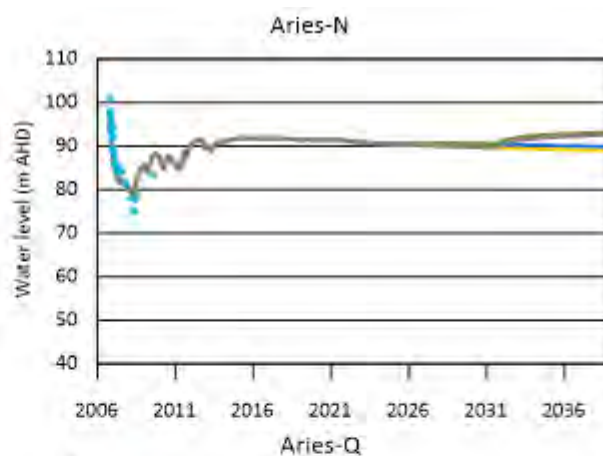
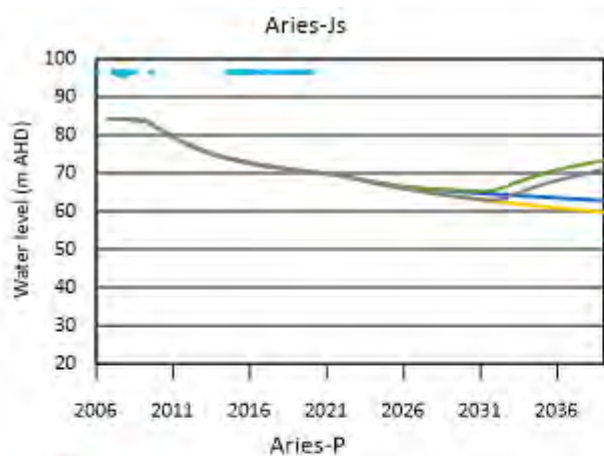
Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine
Figure C.1





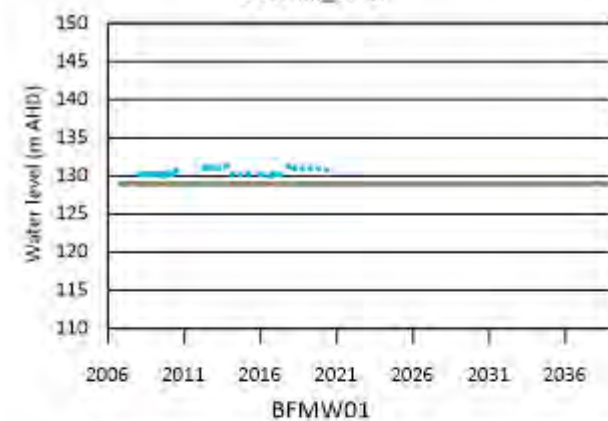
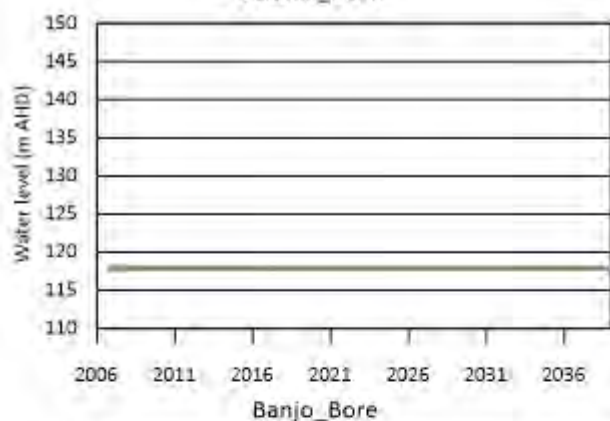
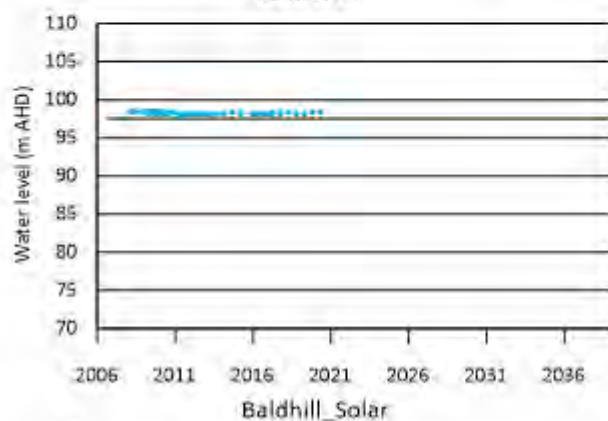
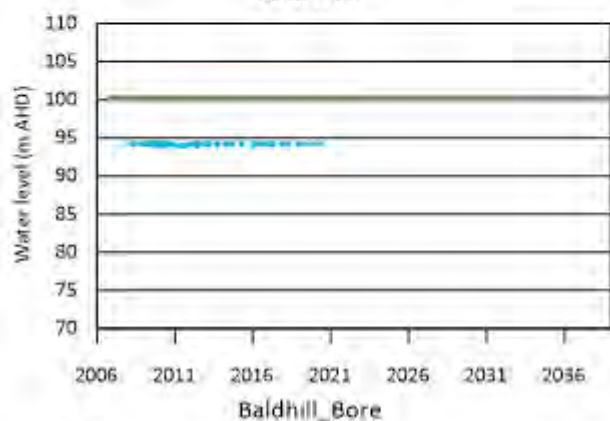
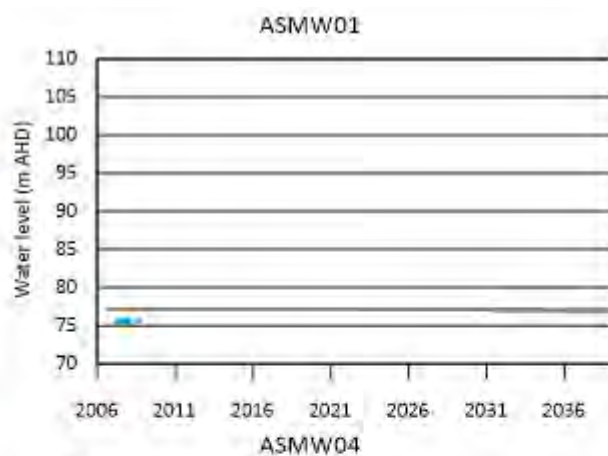
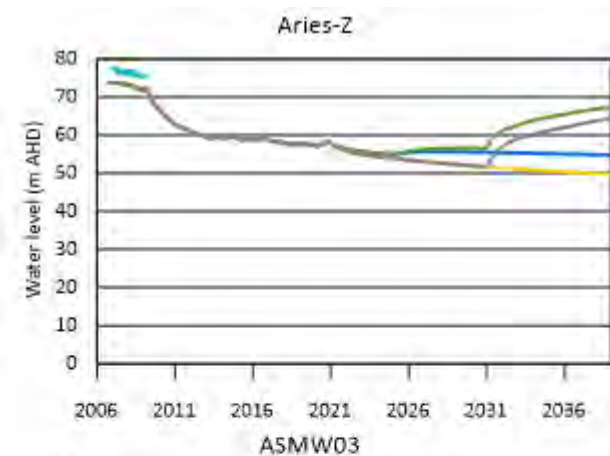
- - - - Measured
 — LOM 20 ML/d
 — PHOX 20 ML/d
 — LOM 10 ML/d
 — PHOX 12 ML/d

Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine
Figure C.3



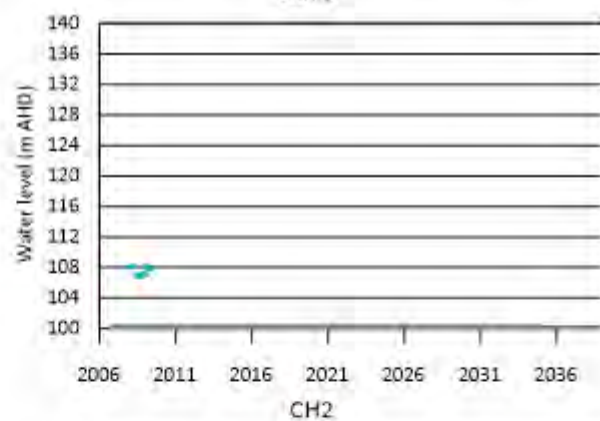
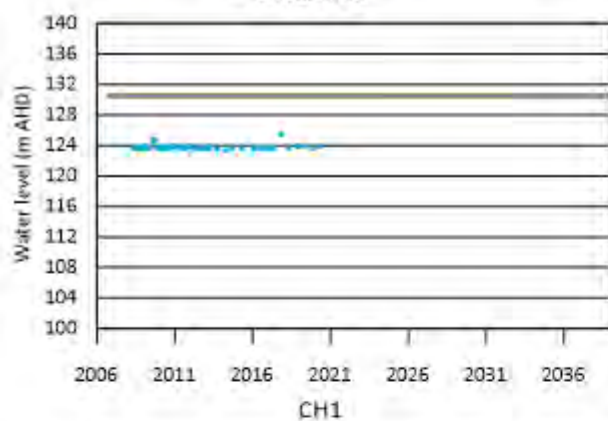
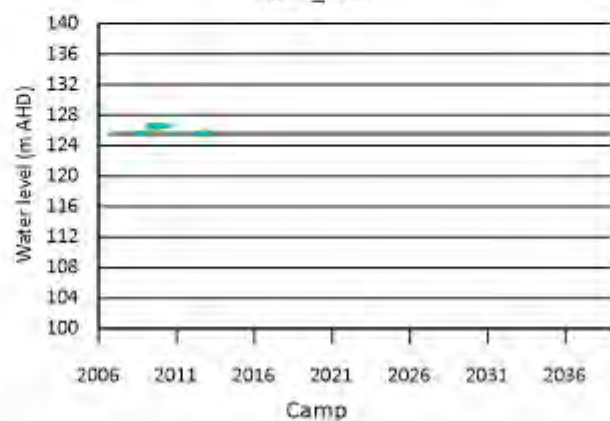
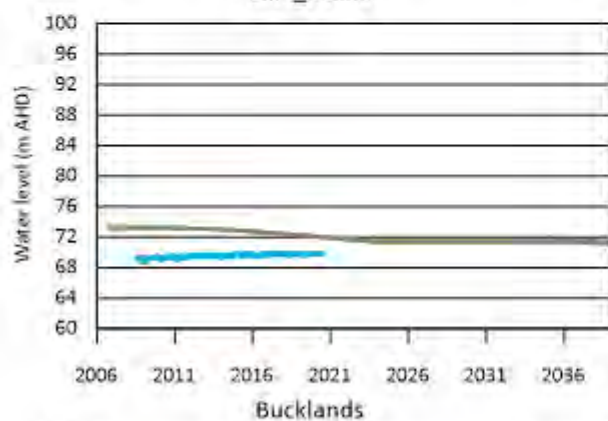
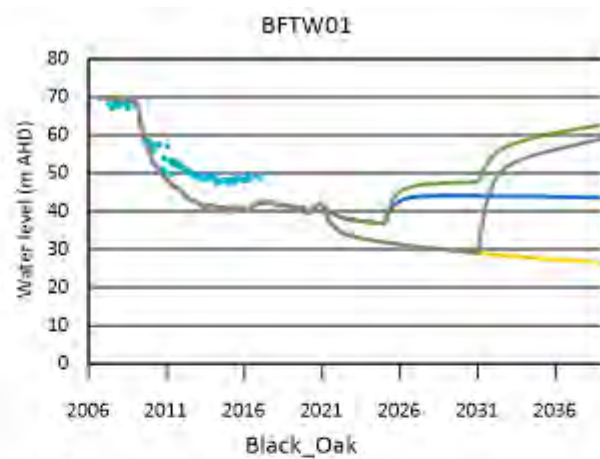
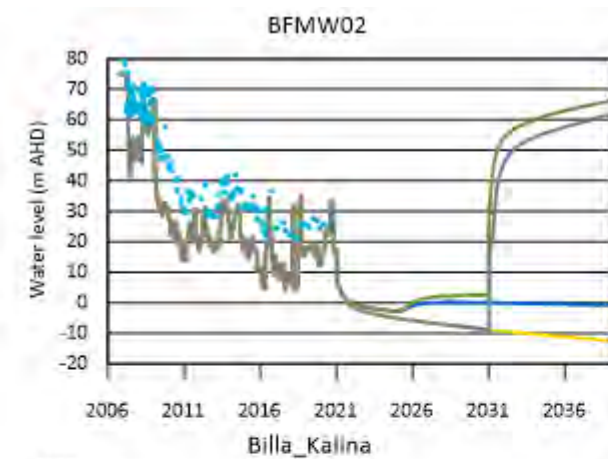
Measured
 LOM 10 ML/d
 LOM 20 ML/d
 PHOX 12 ML/d
 PHOX 20 ML/d

Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine
Figure C.4



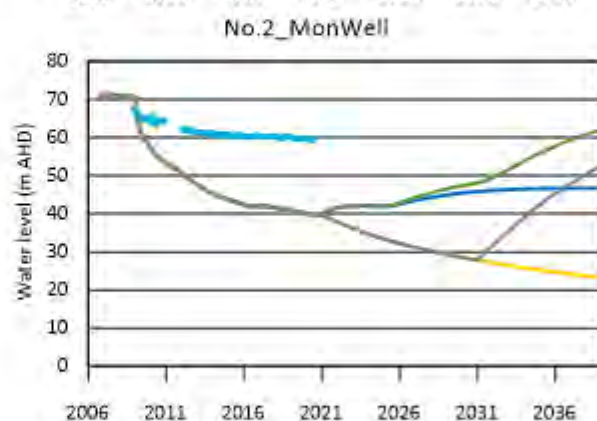
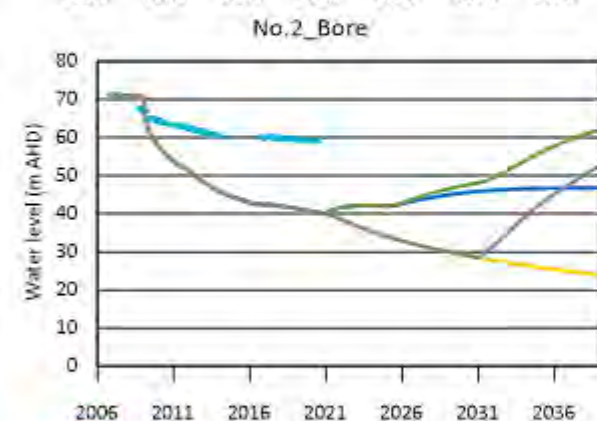
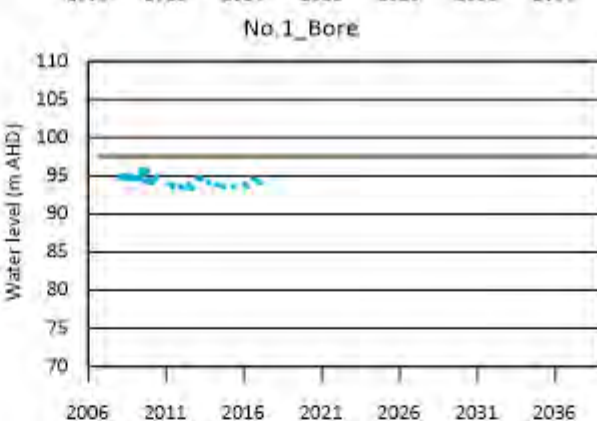
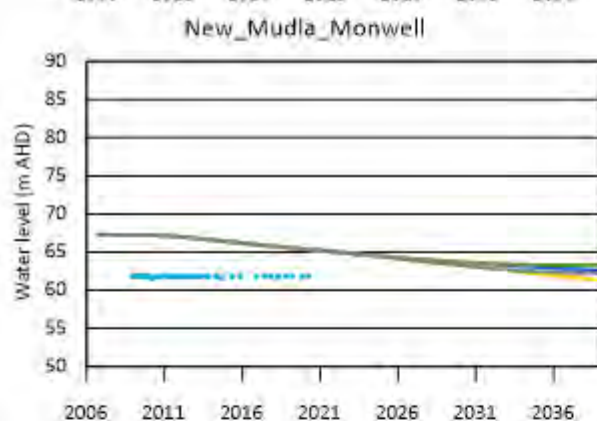
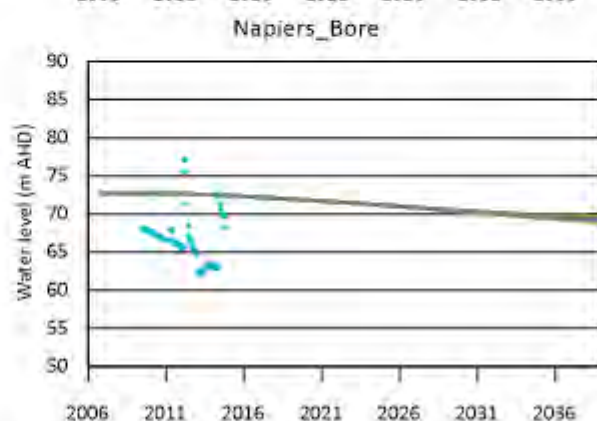
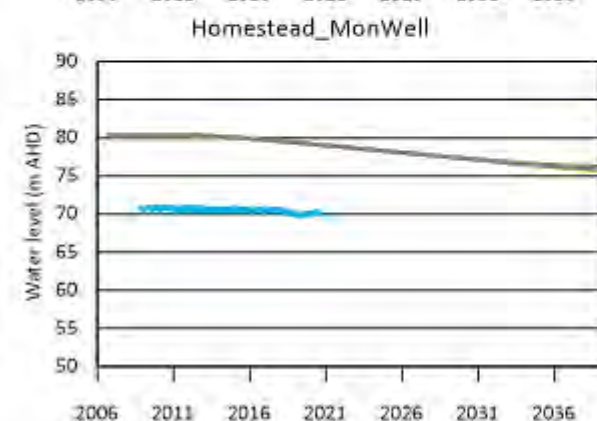
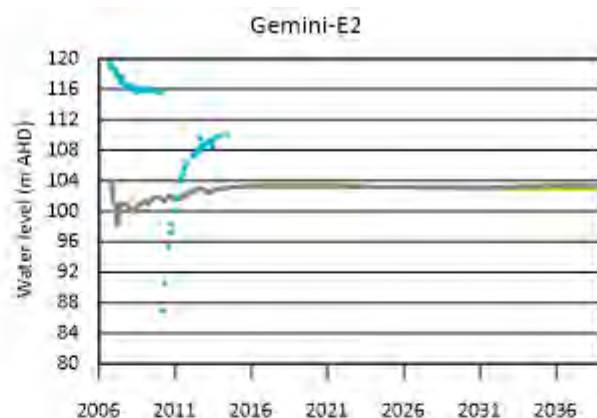
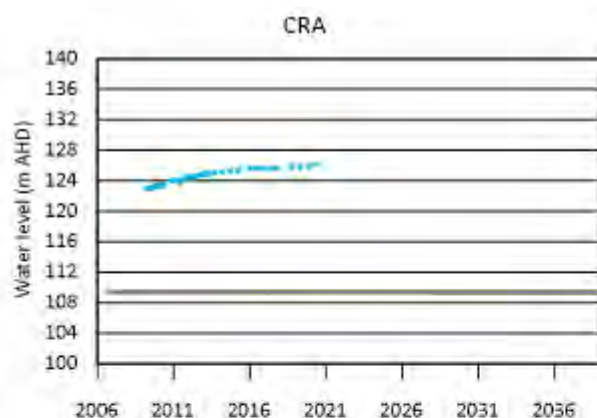
Measured
 LOM 10 ML/d
 LOM 20 ML/d
 PHOX 12 ML/d
 PHOX 20 ML/d

Prominent Hill Expansion Groundwater Modelling
 Hydrographs: life of mine
 Figure C.5



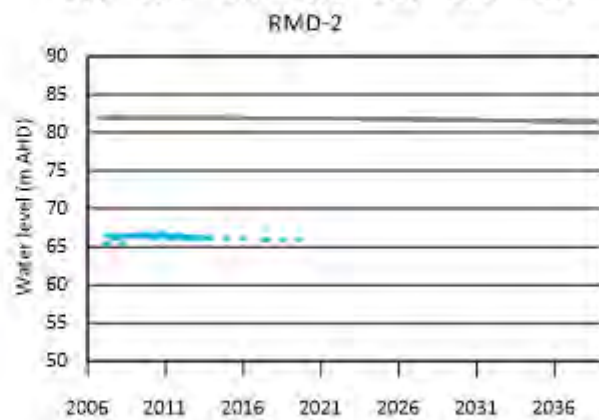
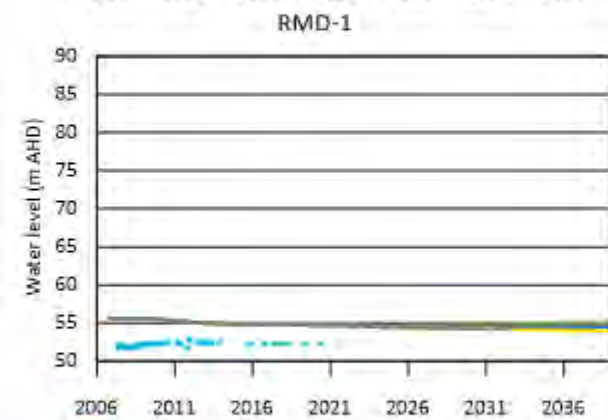
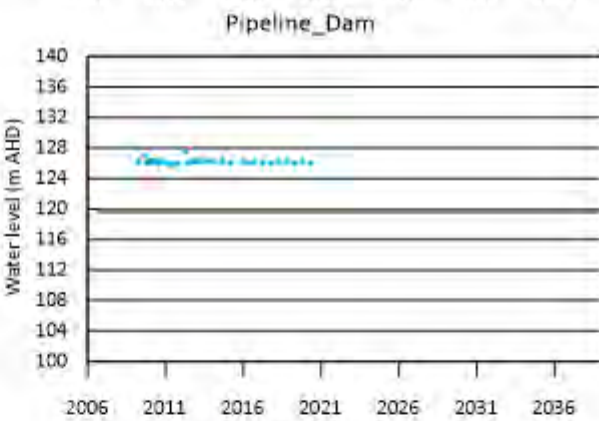
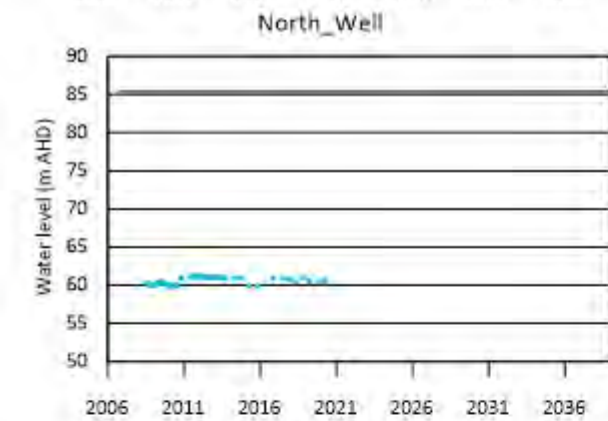
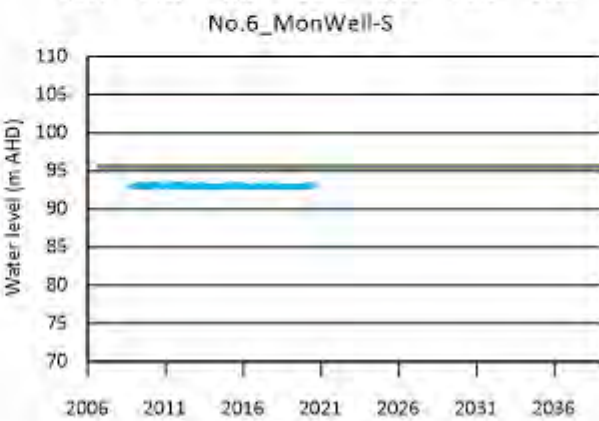
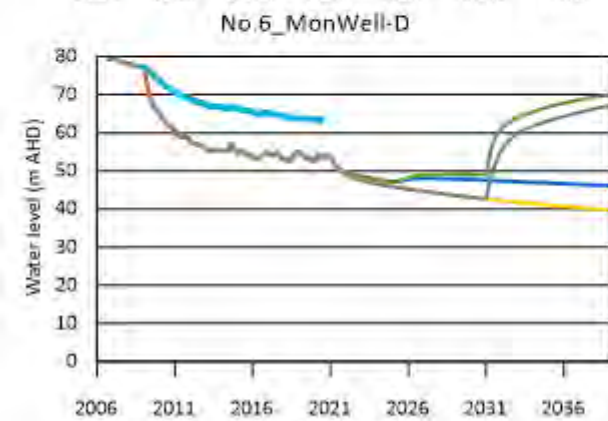
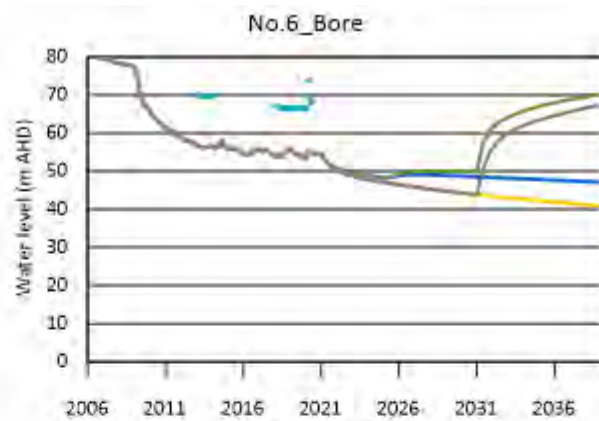
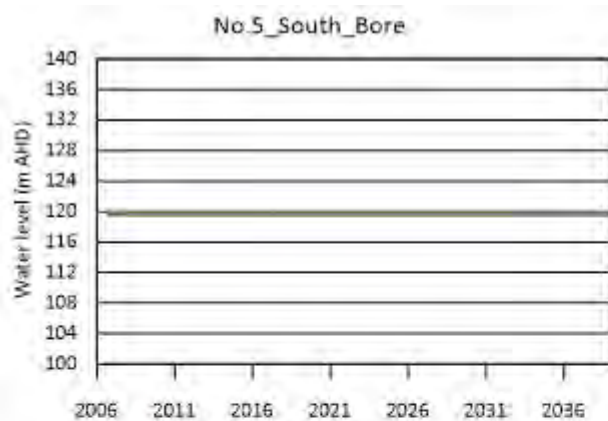
Measured
 LOM 10 ML/d
 LOM 20 ML/d
 PHOX 12 ML/d
 PHOX 20 ML/d

Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine
Figure C.6



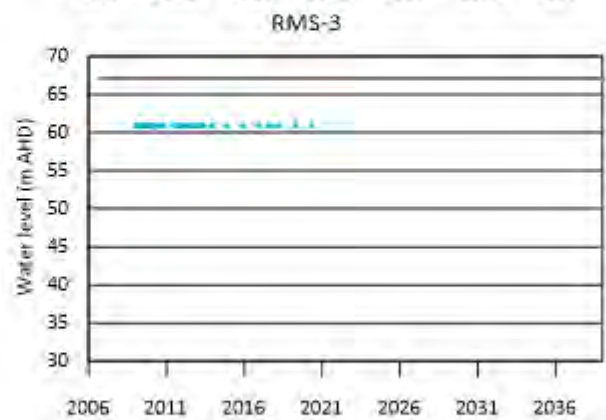
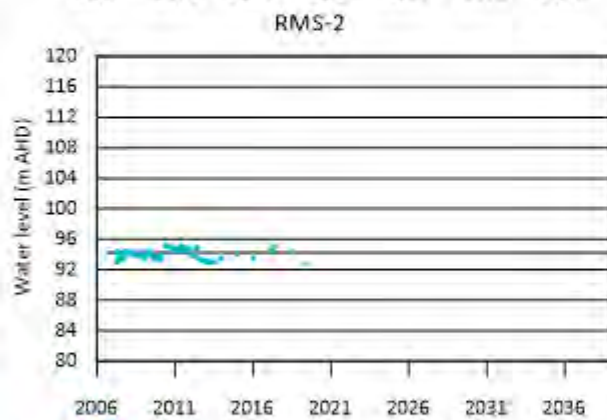
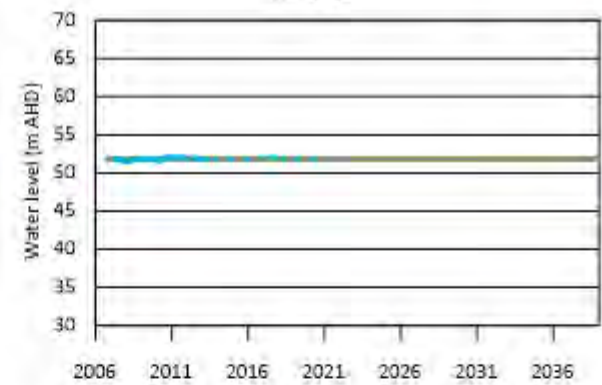
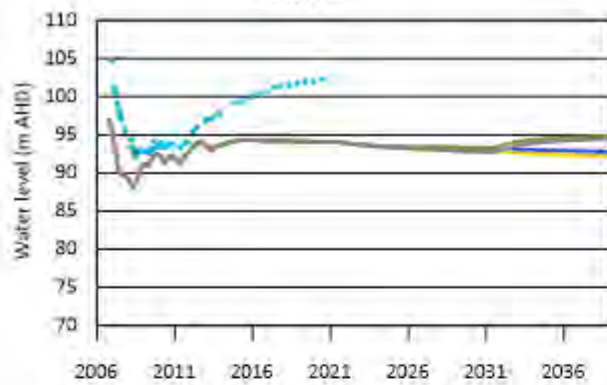
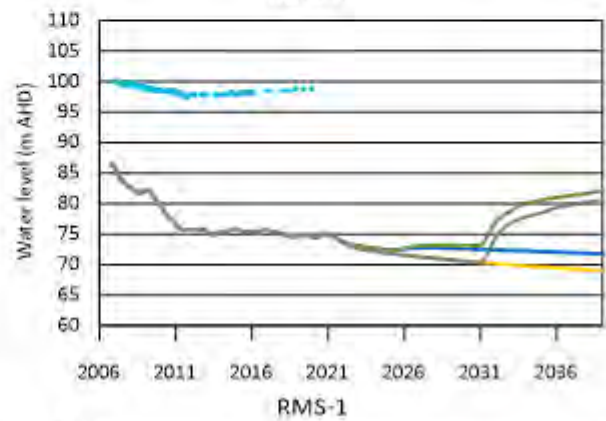
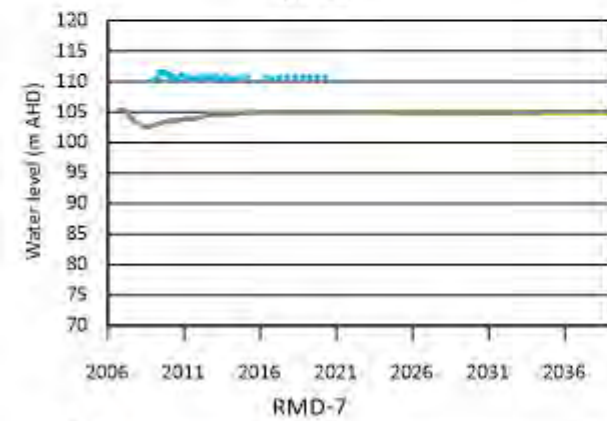
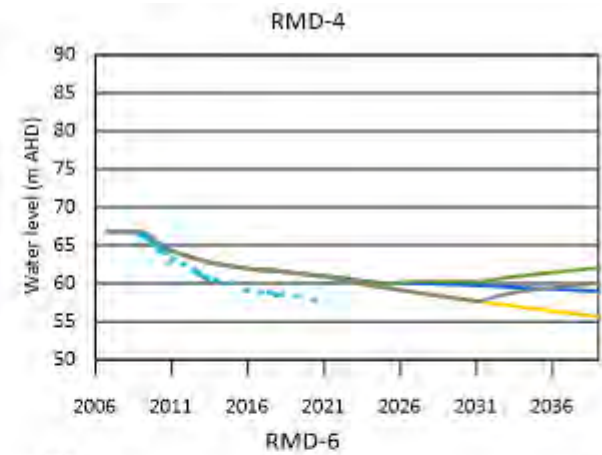
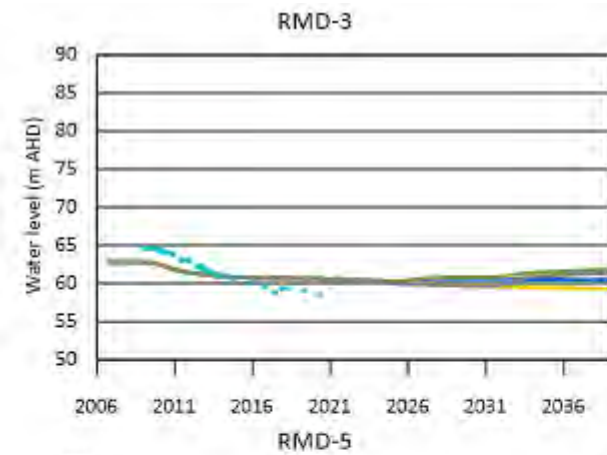
Measured
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 LOM 20 ML/d
 PHOX 12 ML/d
 PHOX 20 ML/d

Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine
Figure C.7



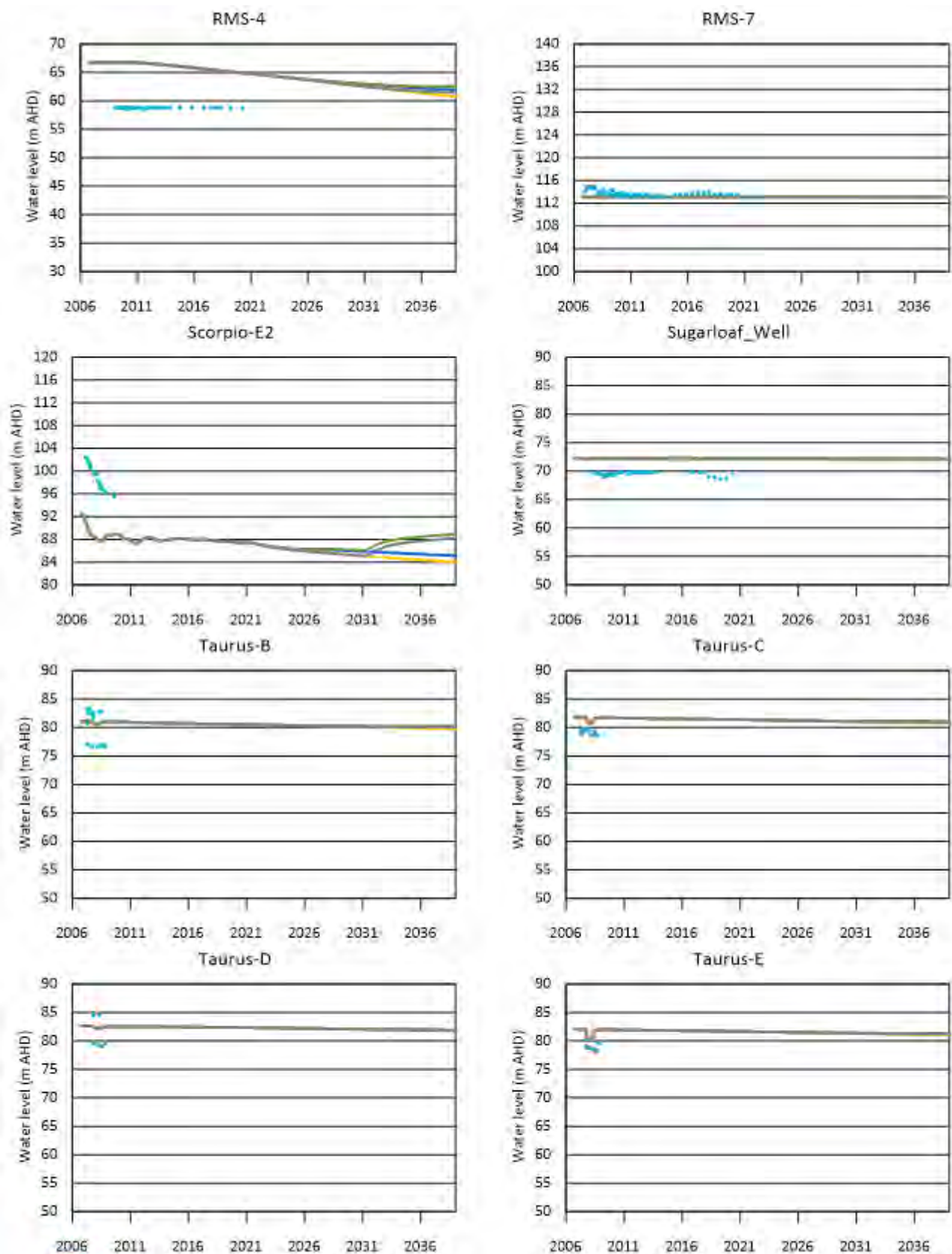
Measured
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 PHOX 12 ML/d
 PHOX 20 ML/d

Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine
Figure C.8



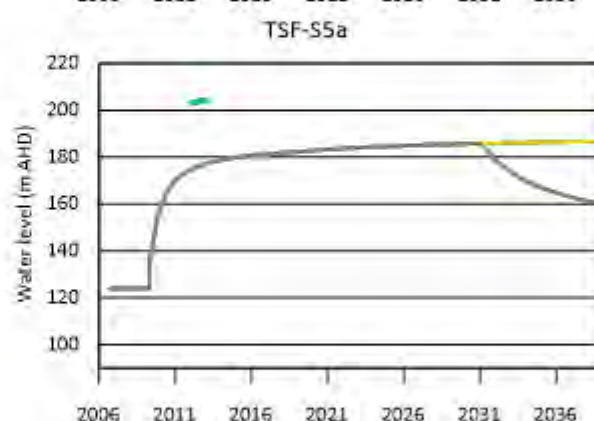
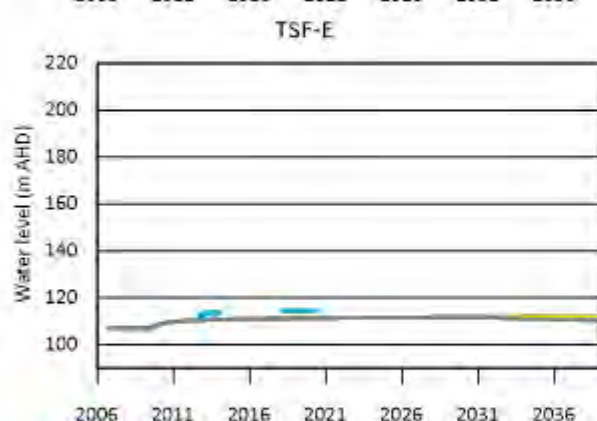
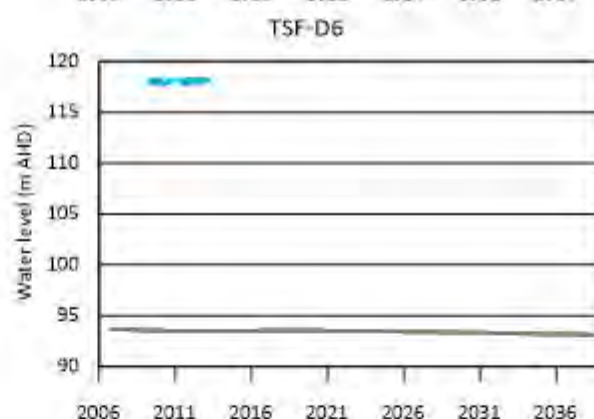
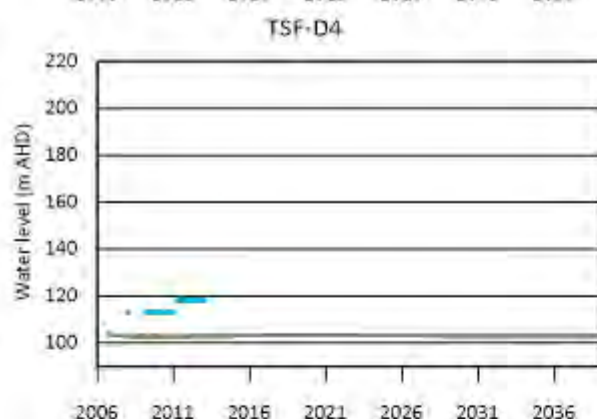
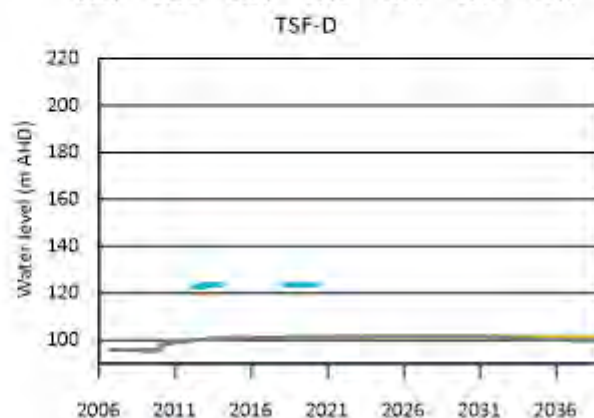
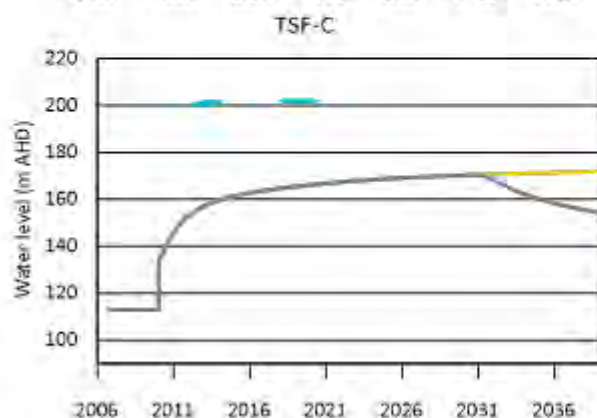
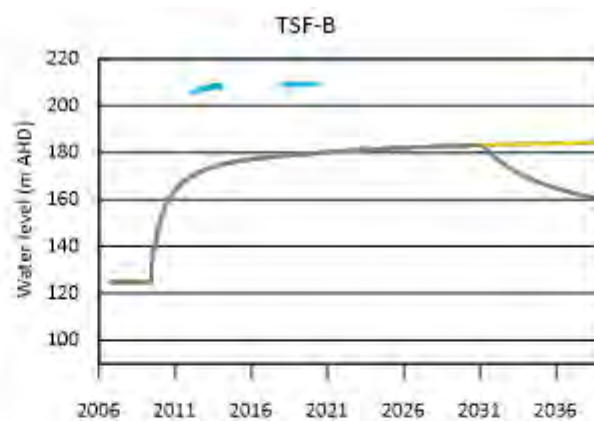
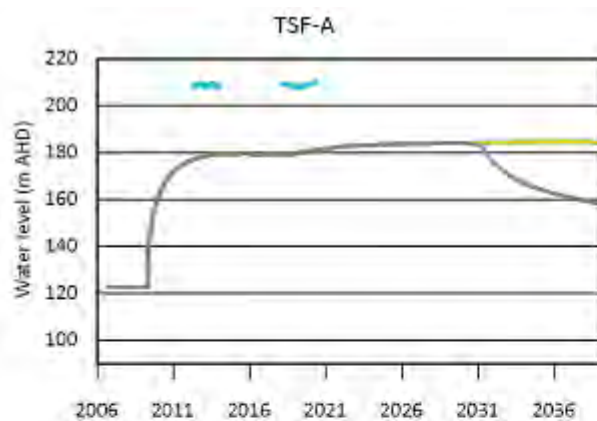
••• Measured
 — LOM 10 ML/d
 — LOM 20 ML/d
 — PHOX 12 ML/d
 — PHOX 20 ML/d

Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine
Figure C.9



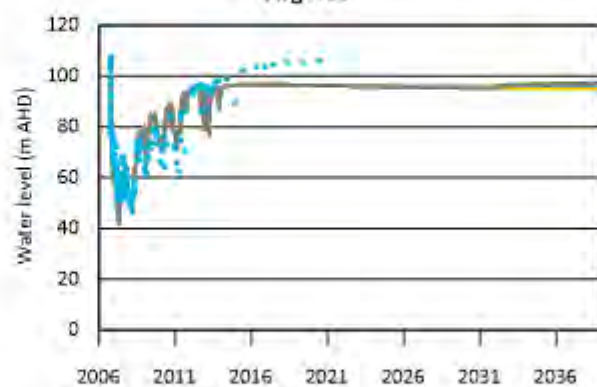
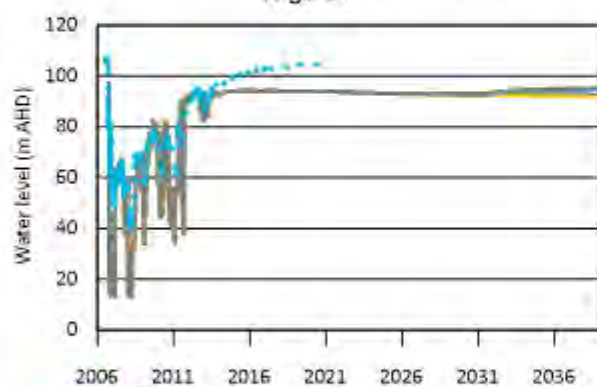
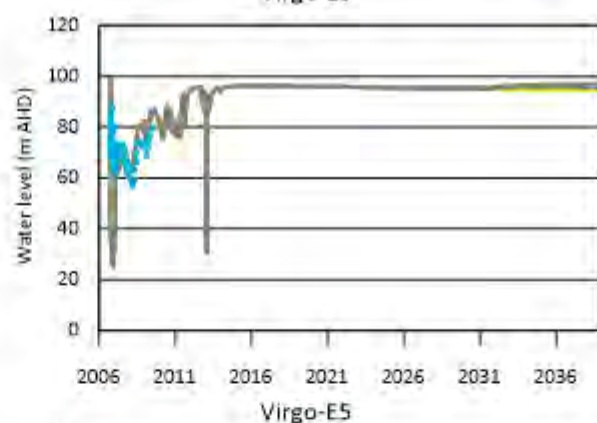
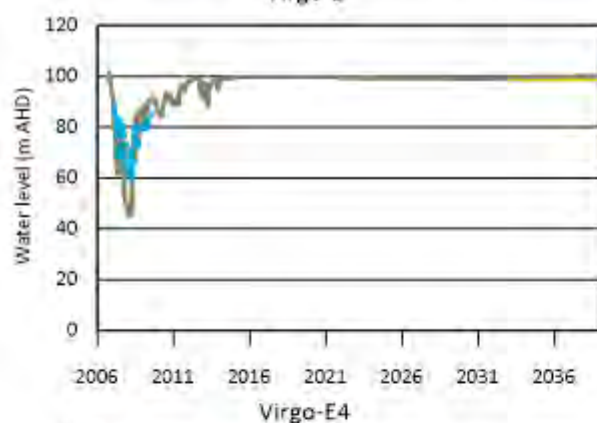
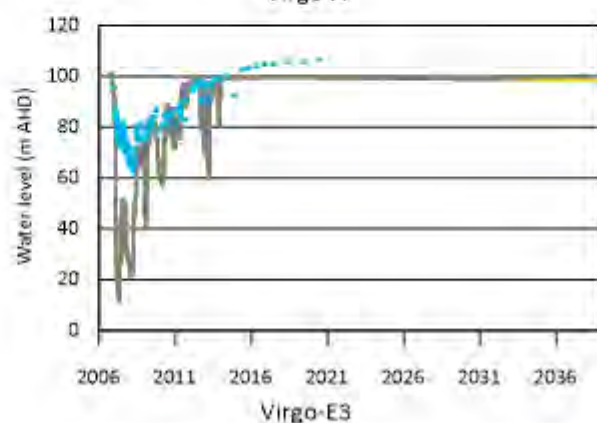
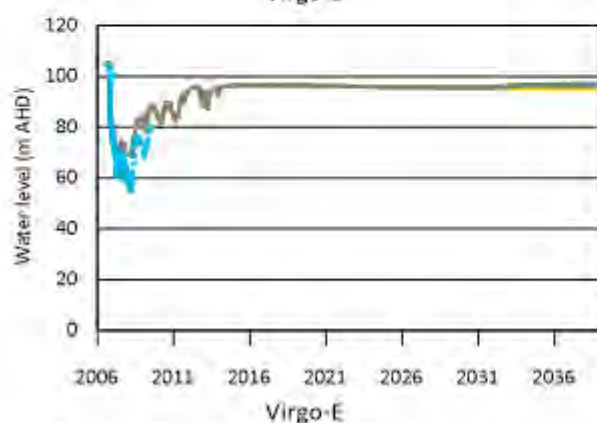
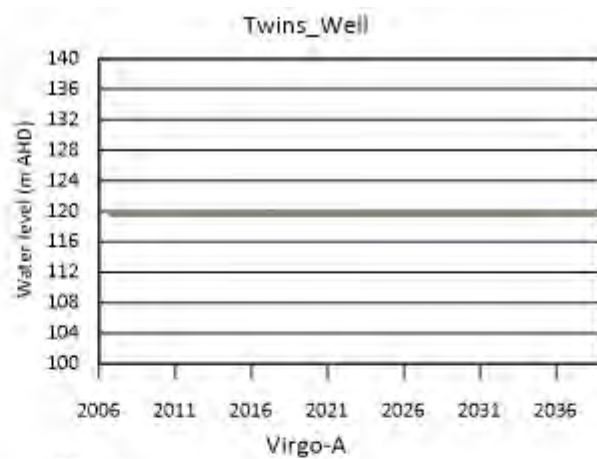
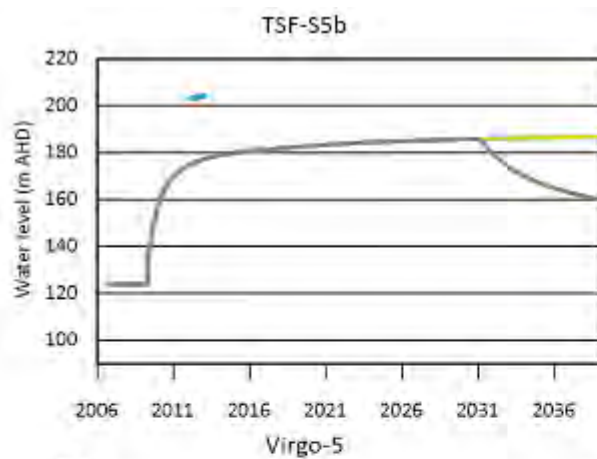
Measured
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 LOM 20 ML/d
 PHOX 12 ML/d
 PHOX 20 ML/d

Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine
Figure C.10



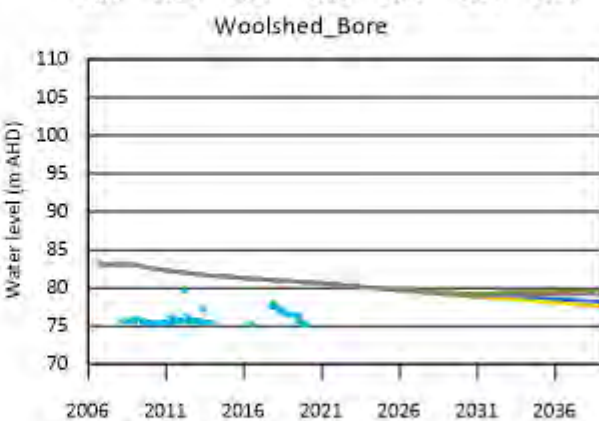
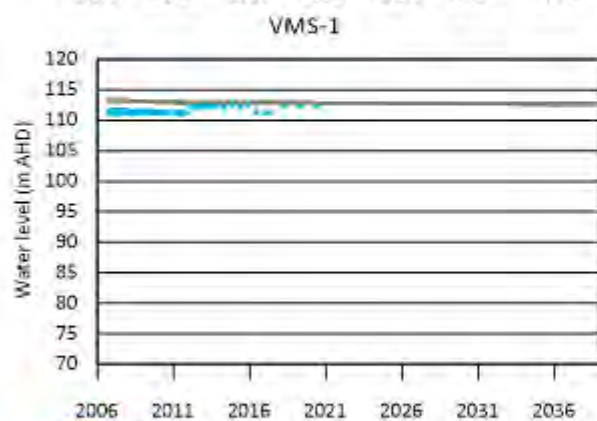
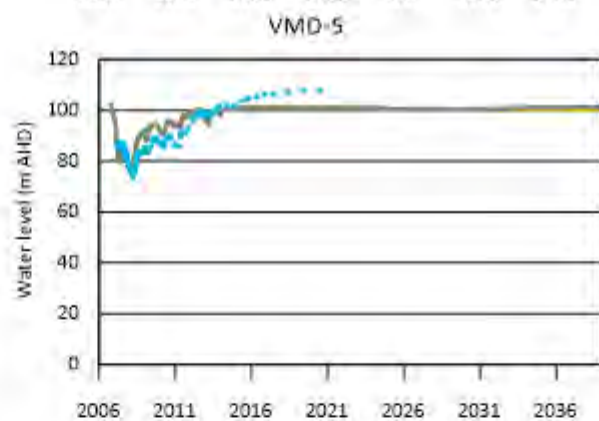
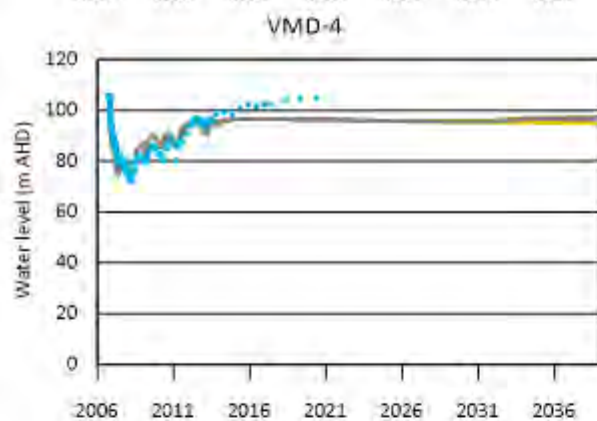
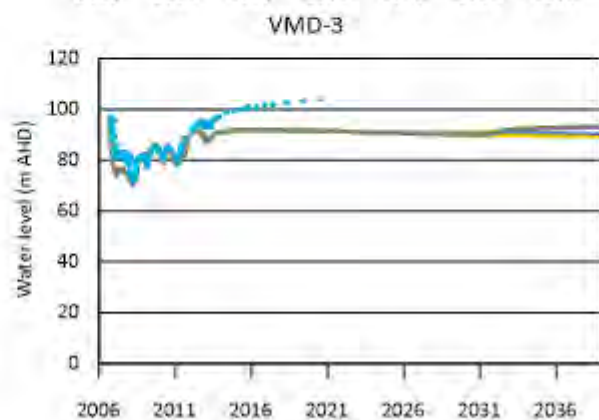
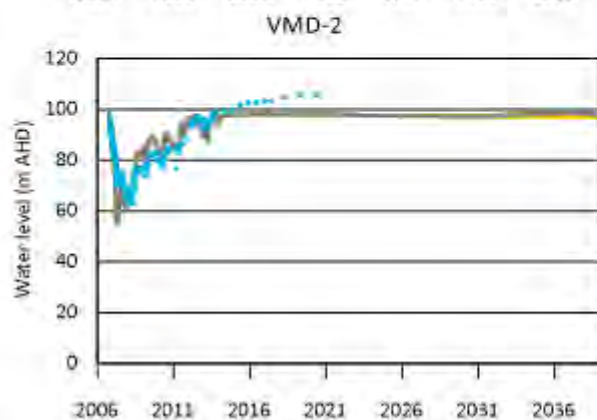
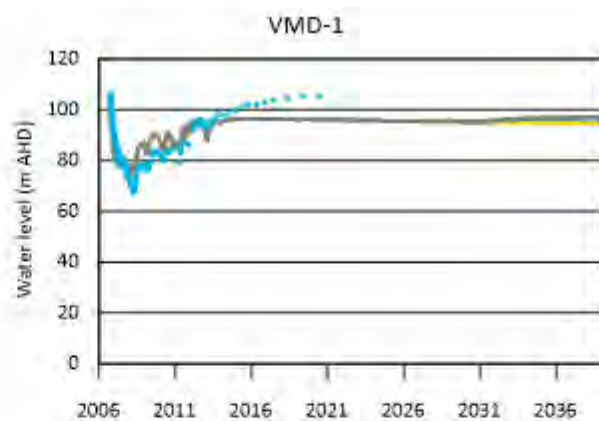
Measured
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 LOM 20 ML/d
 PHOX 12 ML/d
 PHOX 20 ML/d

Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine
Figure C.11



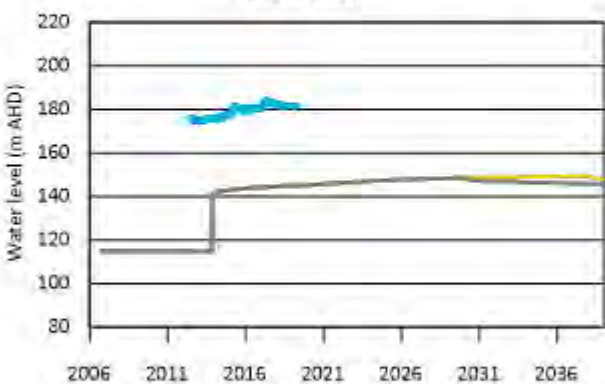
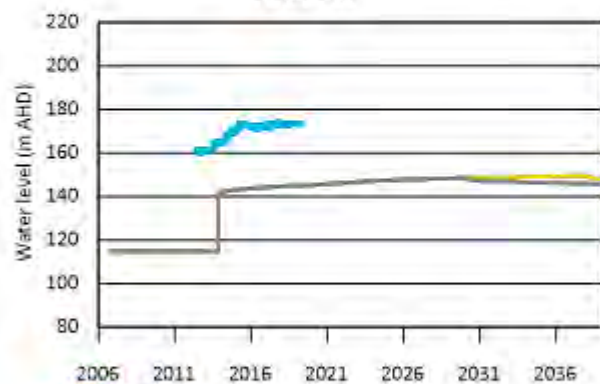
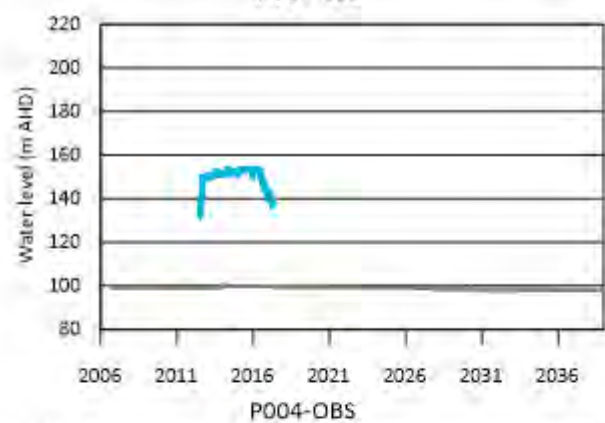
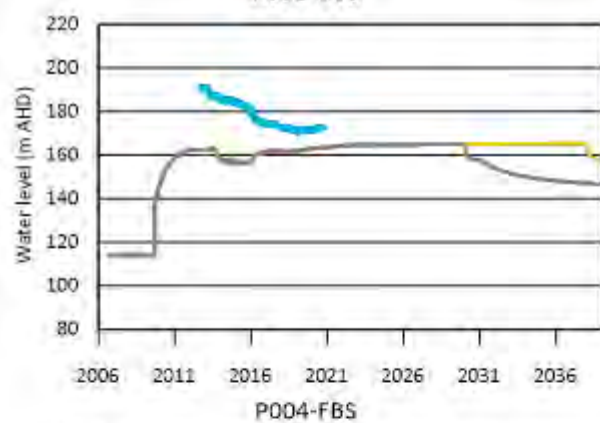
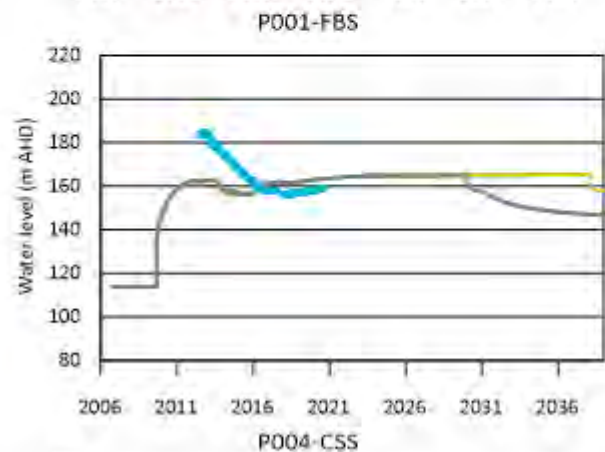
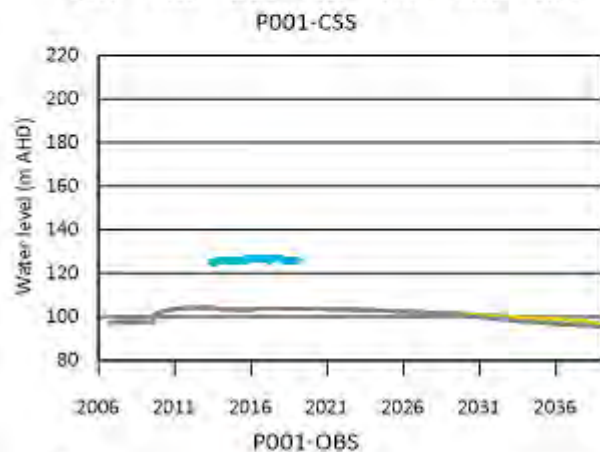
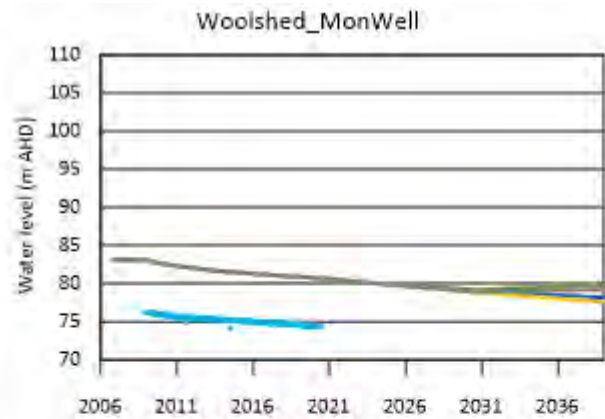
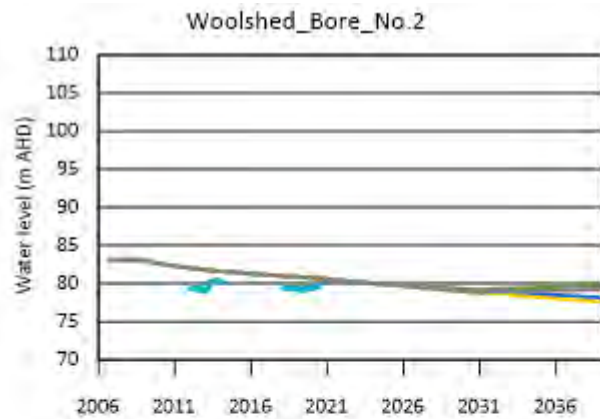
Measured
 LOM 10 ML/d
 LOM 20 ML/d
 PHOX 12 ML/d
 PHOX 20 ML/d

Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine
Figure C.12



Measured
 LOM 10 ML/d
 LOM 20 ML/d
 PHOX 12 ML/d
 PHOX 20 ML/d

Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine
Figure C.13

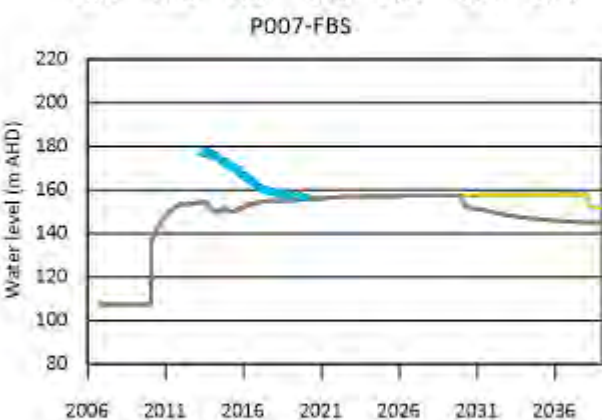
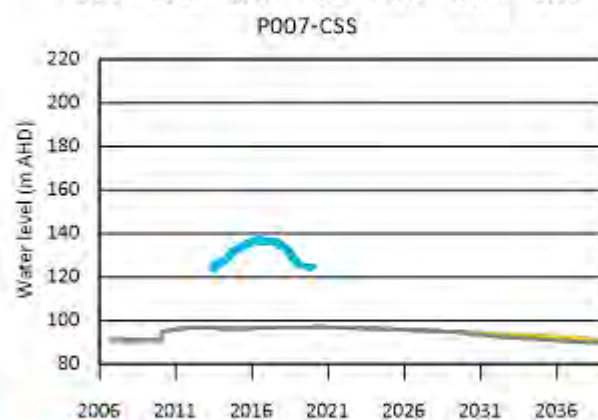
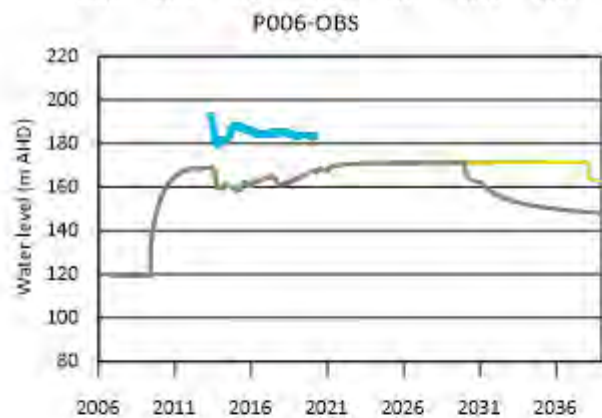
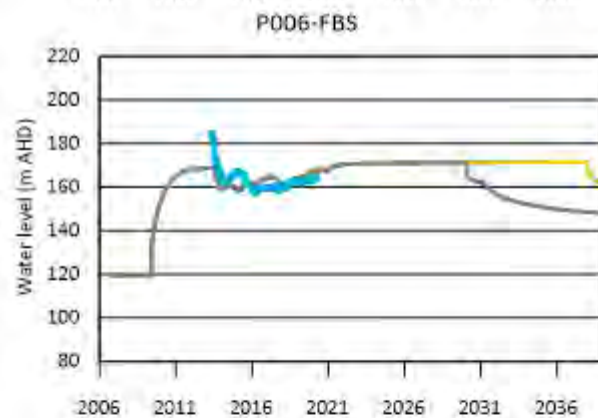
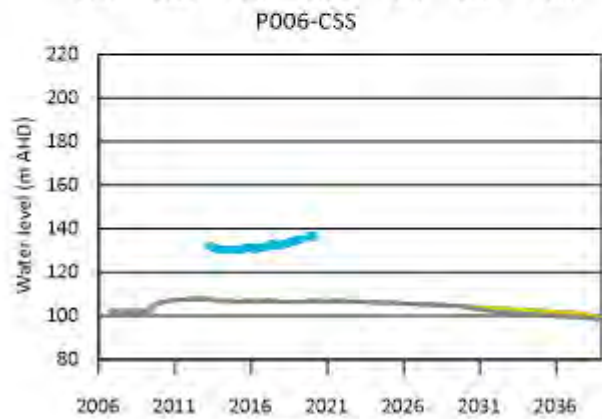
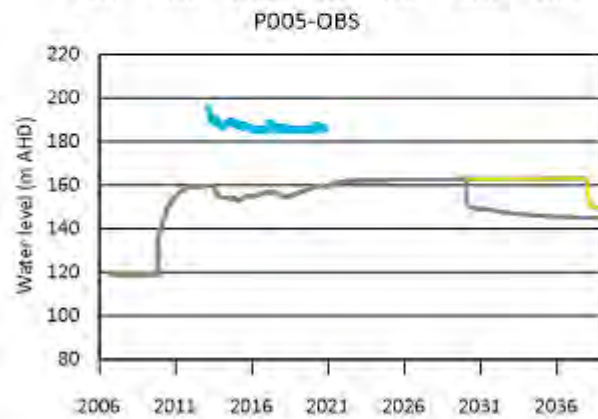
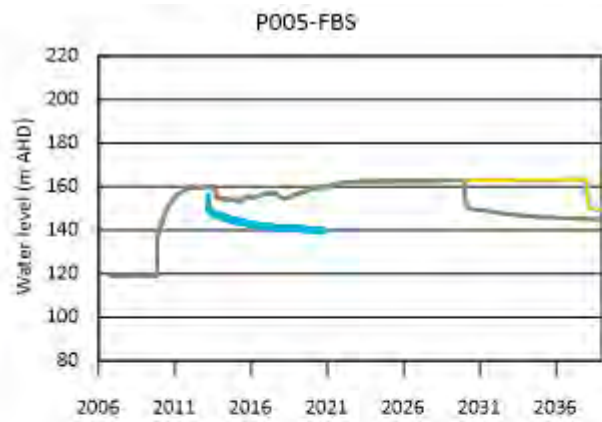
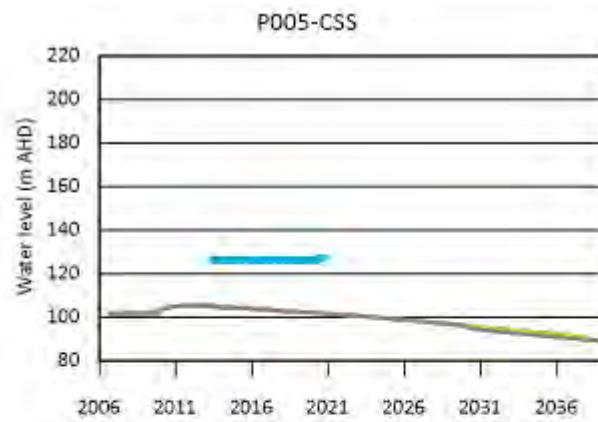


Measured LOM 10 ML/d
LOM 20 ML/d PHOX 12 ML/d
PHOX 20 ML/d

Prominent Hill Expansion Groundwater Modelling

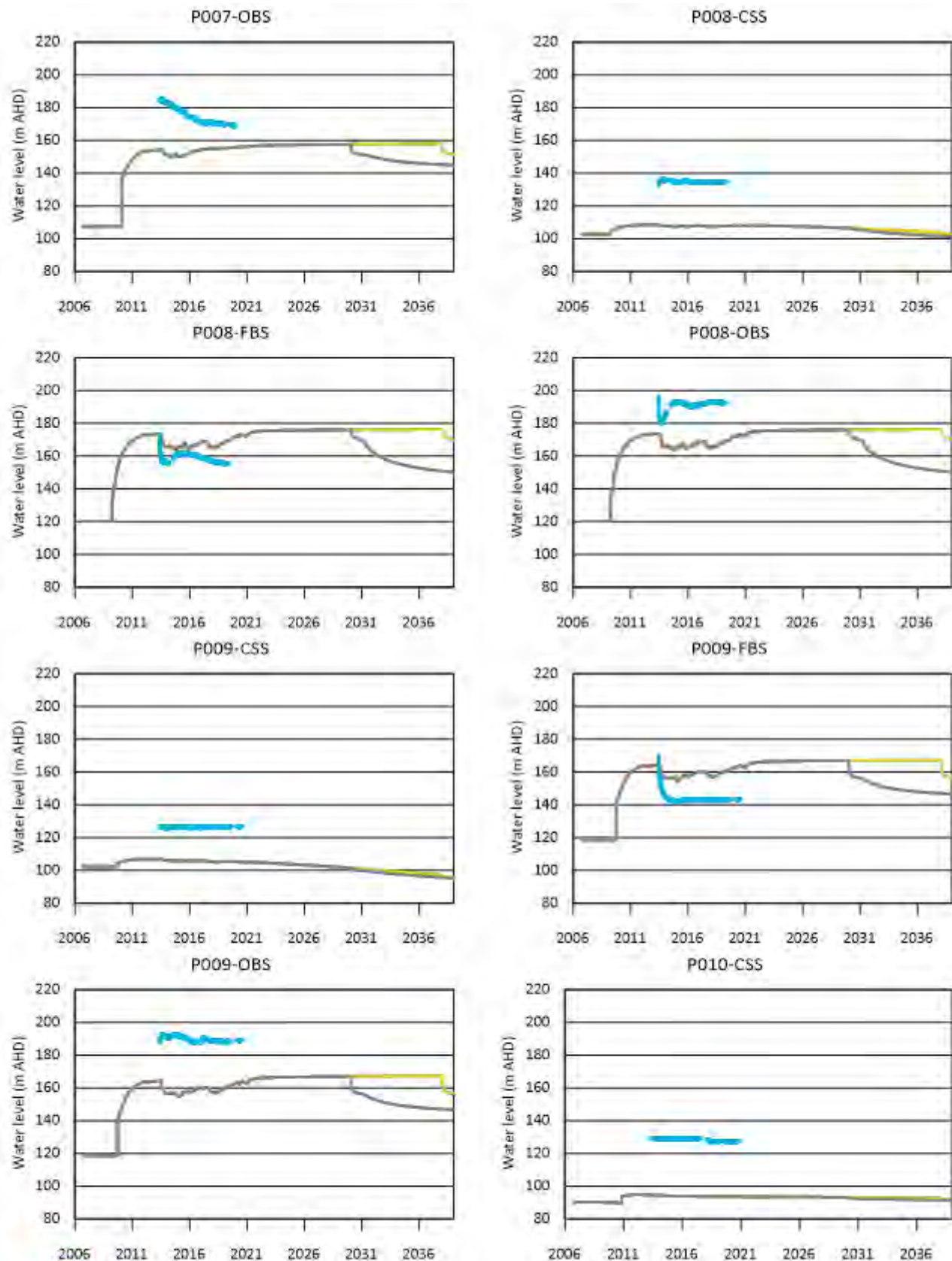
Hydrographs: life of mine

Figure C.14



Measured
 LOM 20 ML/d
 PHOX 20 ML/d
 LOM 10 ML/d
 PHOX 12 ML/d

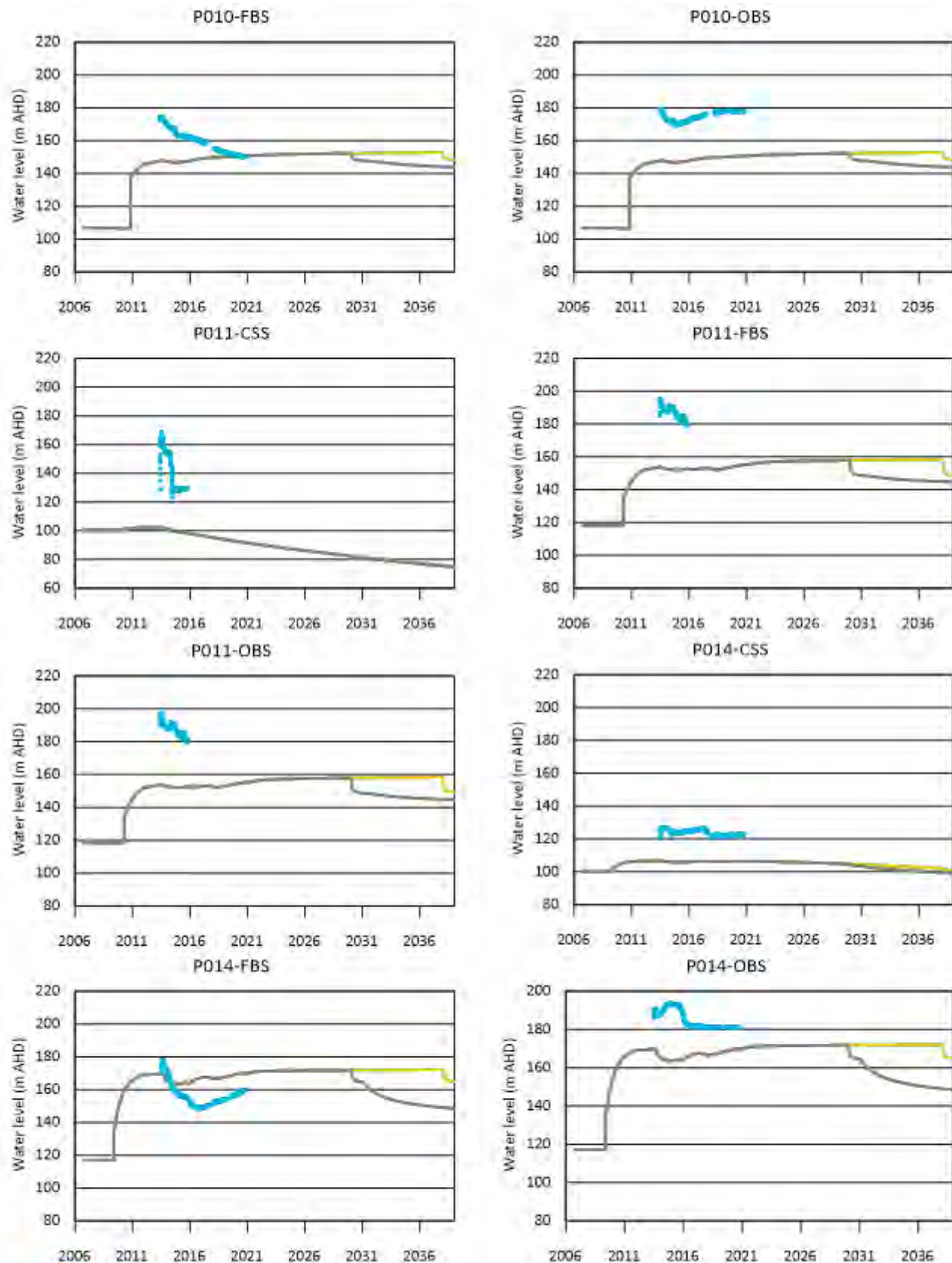
Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine
Figure C.15



Prominent Hill Expansion Groundwater Modelling

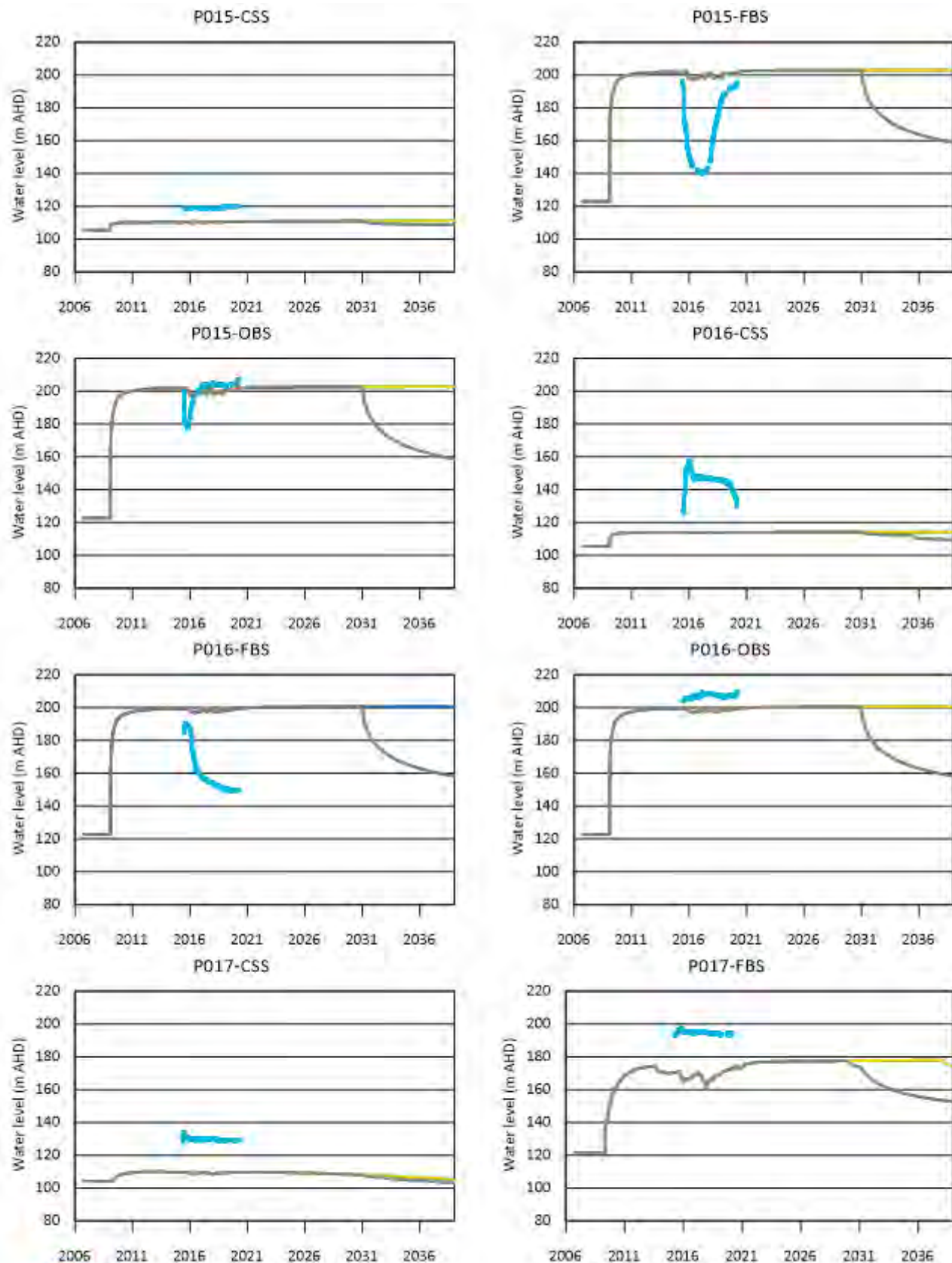
Hydrographs: life of mine

Figure C.16



Measured
 LOM 10 ML/d
 LOM 20 ML/d
 PHOX 12 ML/d
 PHOX 20 ML/d

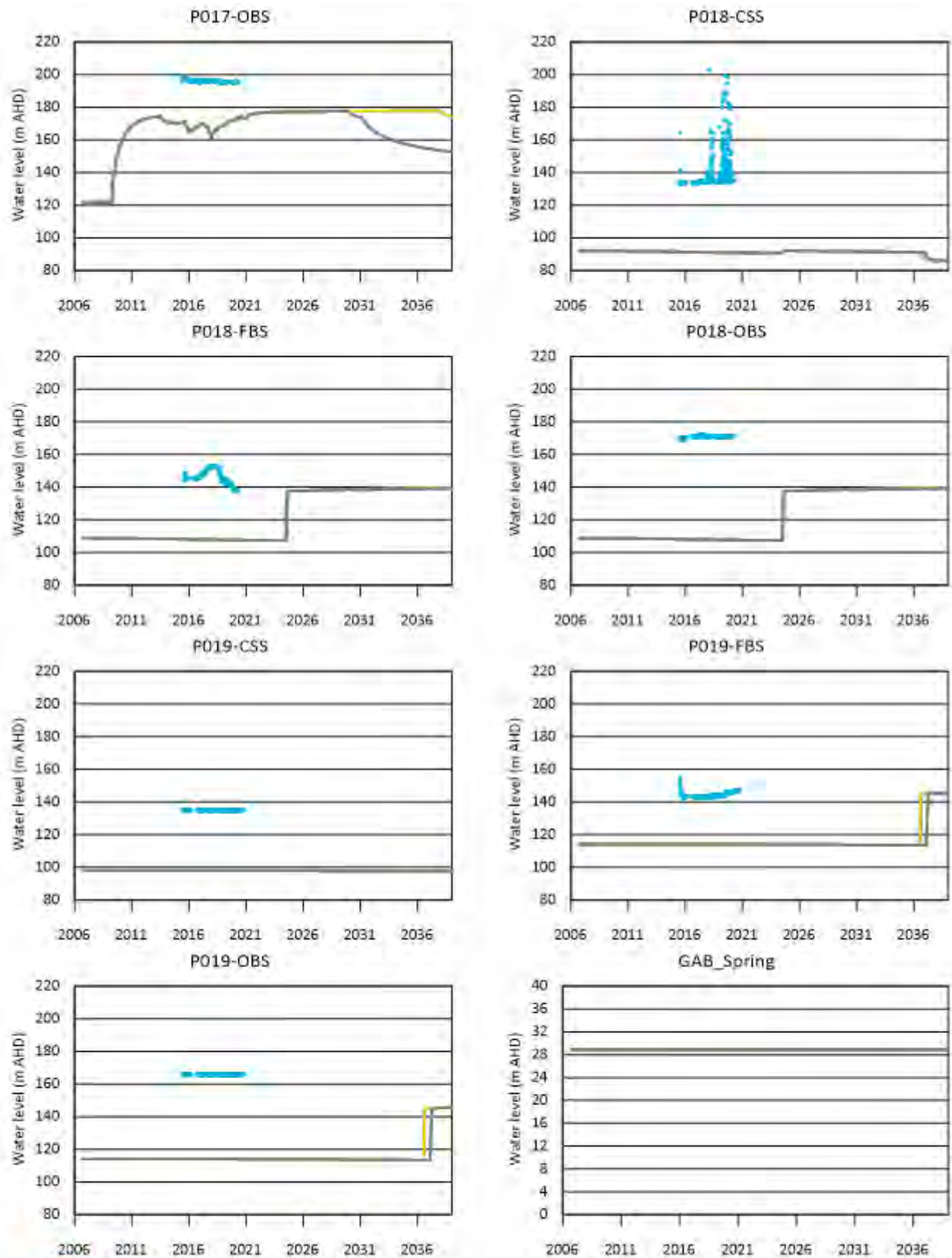
Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine
Figure C.17



Prominent Hill Expansion Groundwater Modelling

Hydrographs: life of mine

Figure C.18

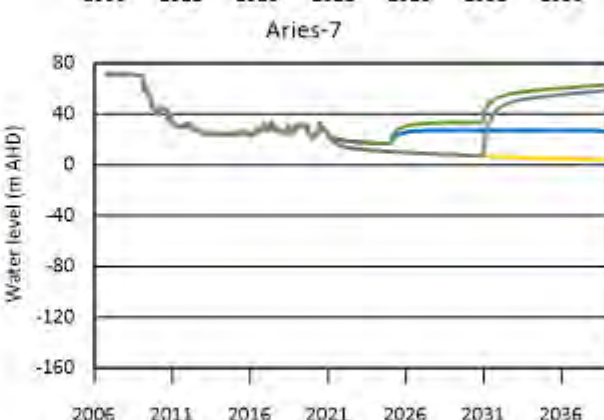
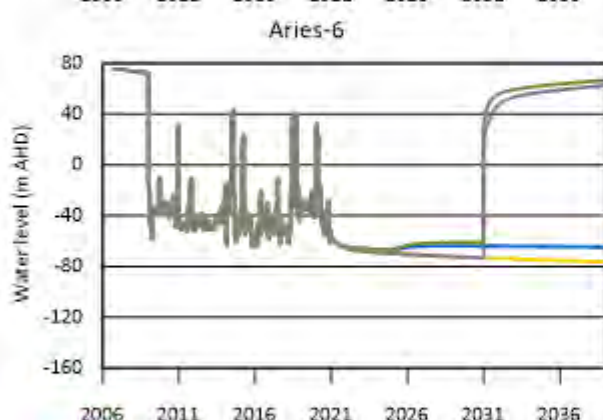
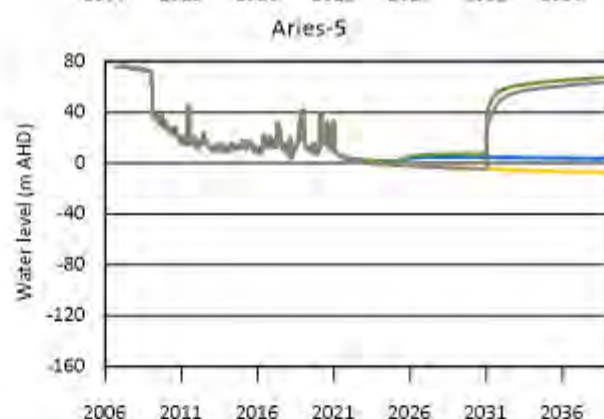
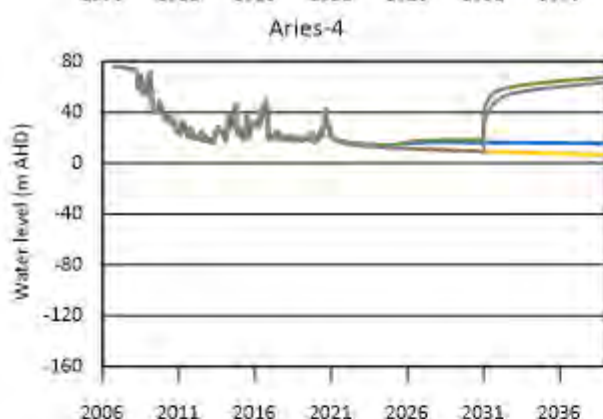
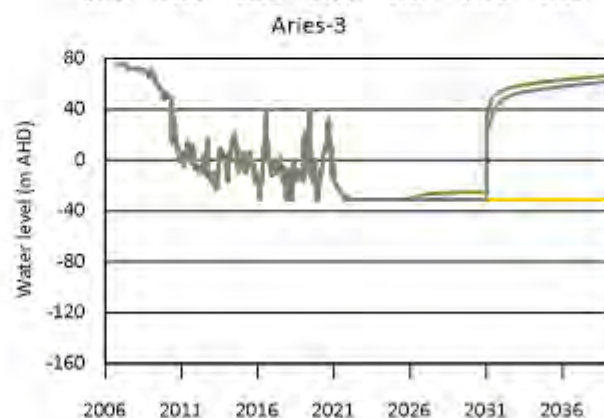
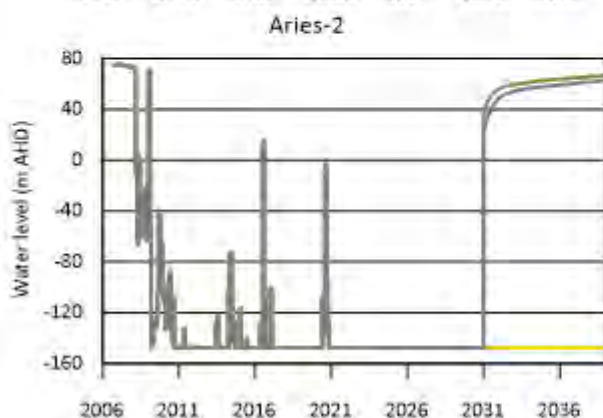
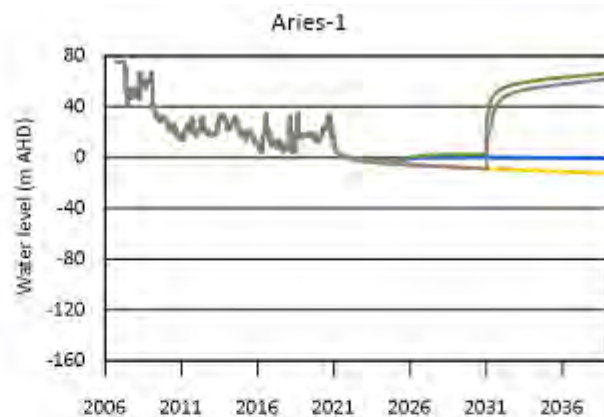
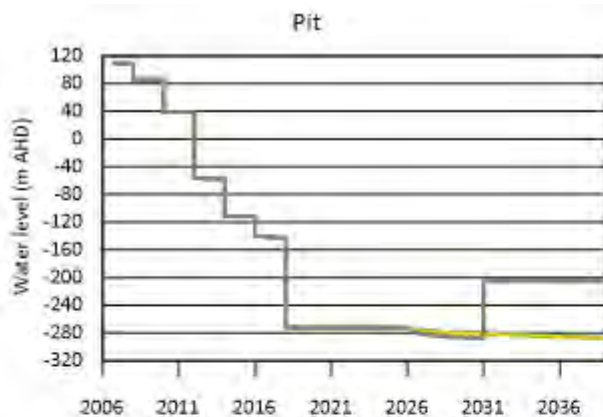


- - - Measured
 — LOM 10 ML/d
 — LOM 20 ML/d
 — PHOX 12 ML/d
 — PHOX 20 ML/d

Prominent Hill Expansion Groundwater Modelling

Hydrographs: life of mine

Figure C.19

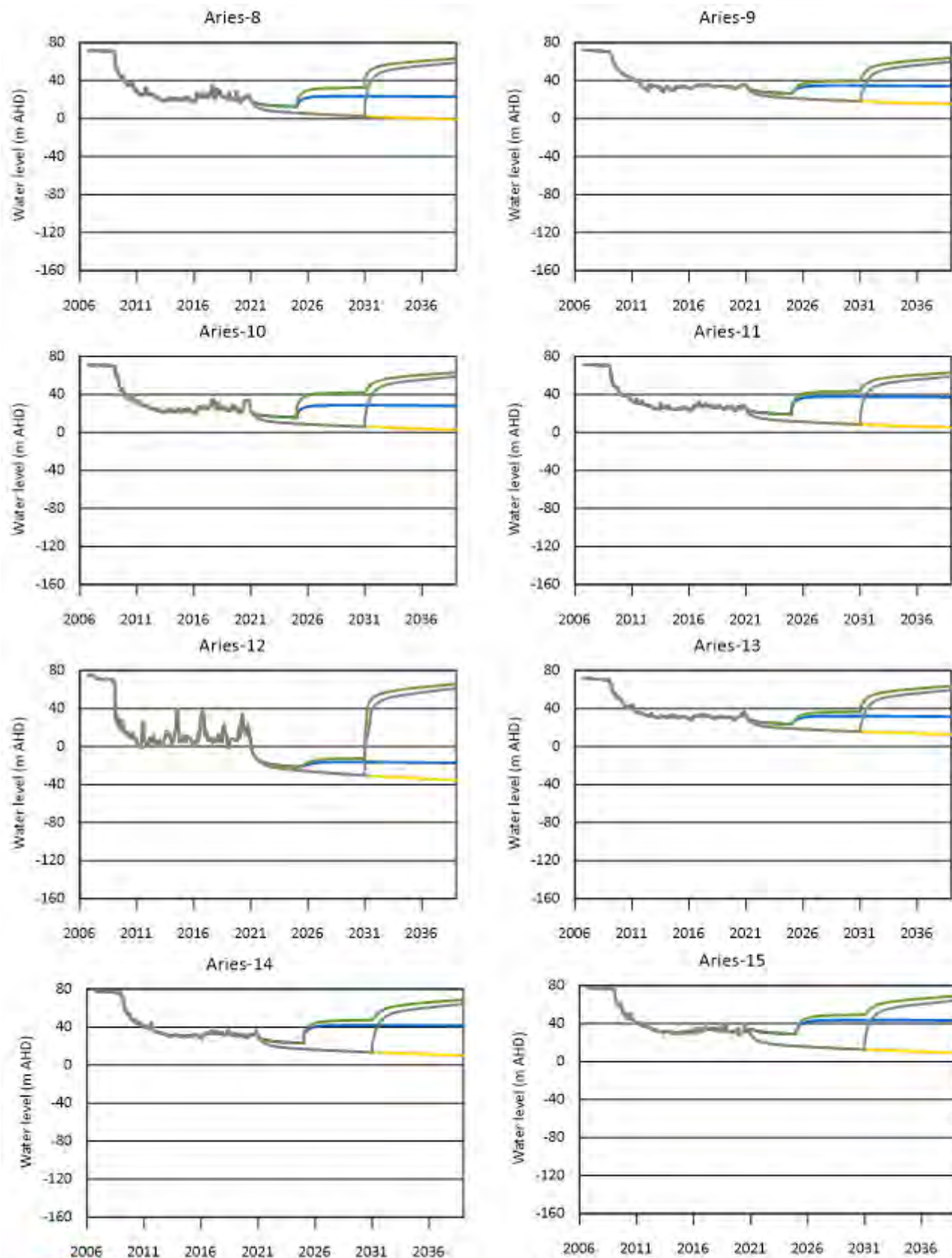


Measured
 LOM 10 ML/d
 LOM 20 ML/d
 PHOX 12 ML/d
 PHOX 20 ML/d

Prominent Hill Expansion Groundwater Modelling

Hydrographs: life of mine

Figure C.20

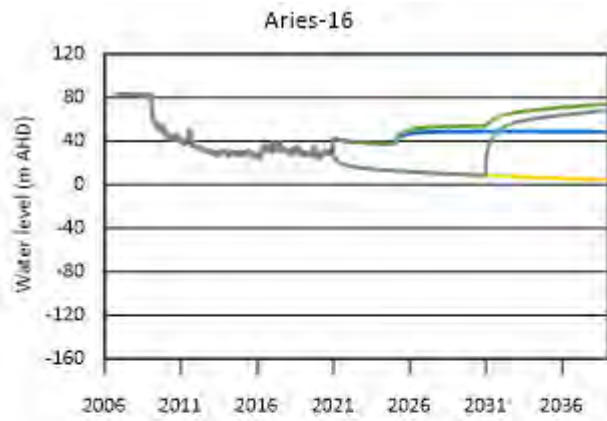


• • • Measured
 — LOM 20 ML/d
 — PHOX 20 ML/d
 — LOM 10 ML/d
 — PHOX 12 ML/d

Prominent Hill Expansion Groundwater Modelling

Hydrographs: life of mine

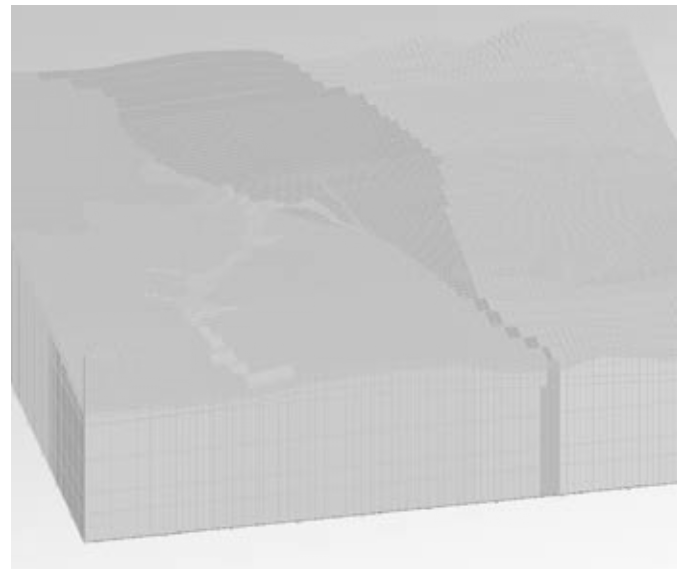
Figure C.21





Appendix D

Hydrographs: life of mine and recovery



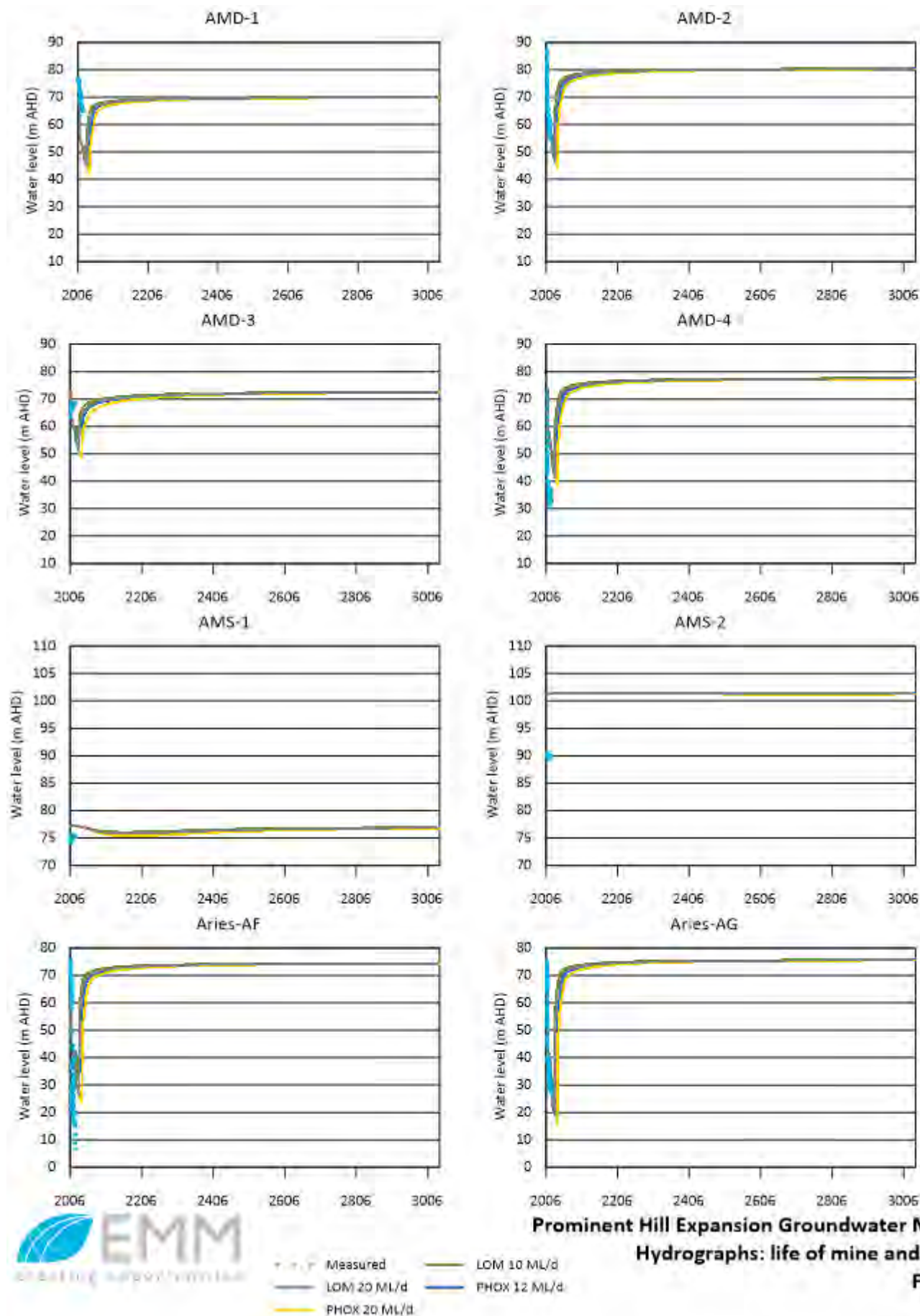
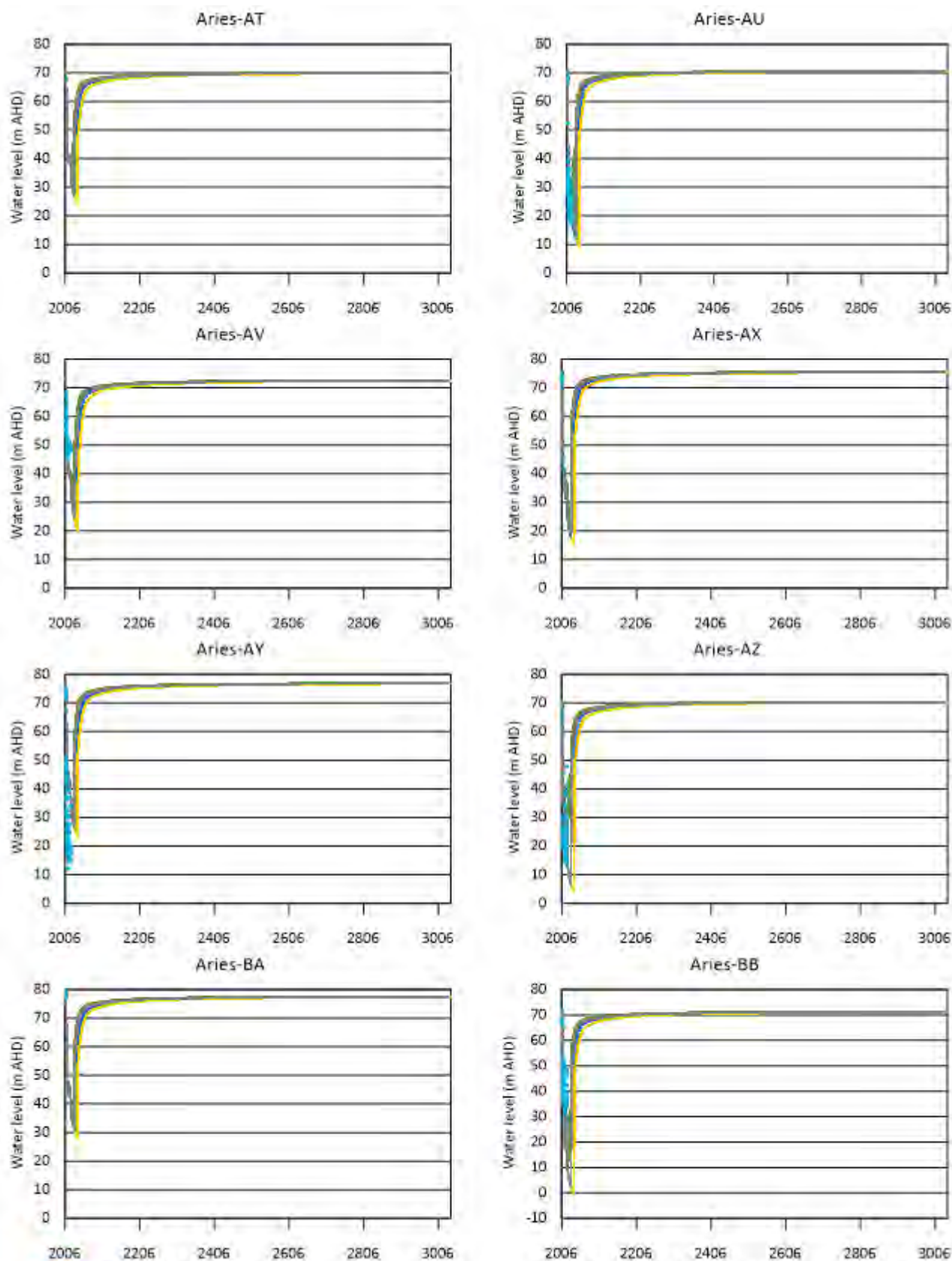
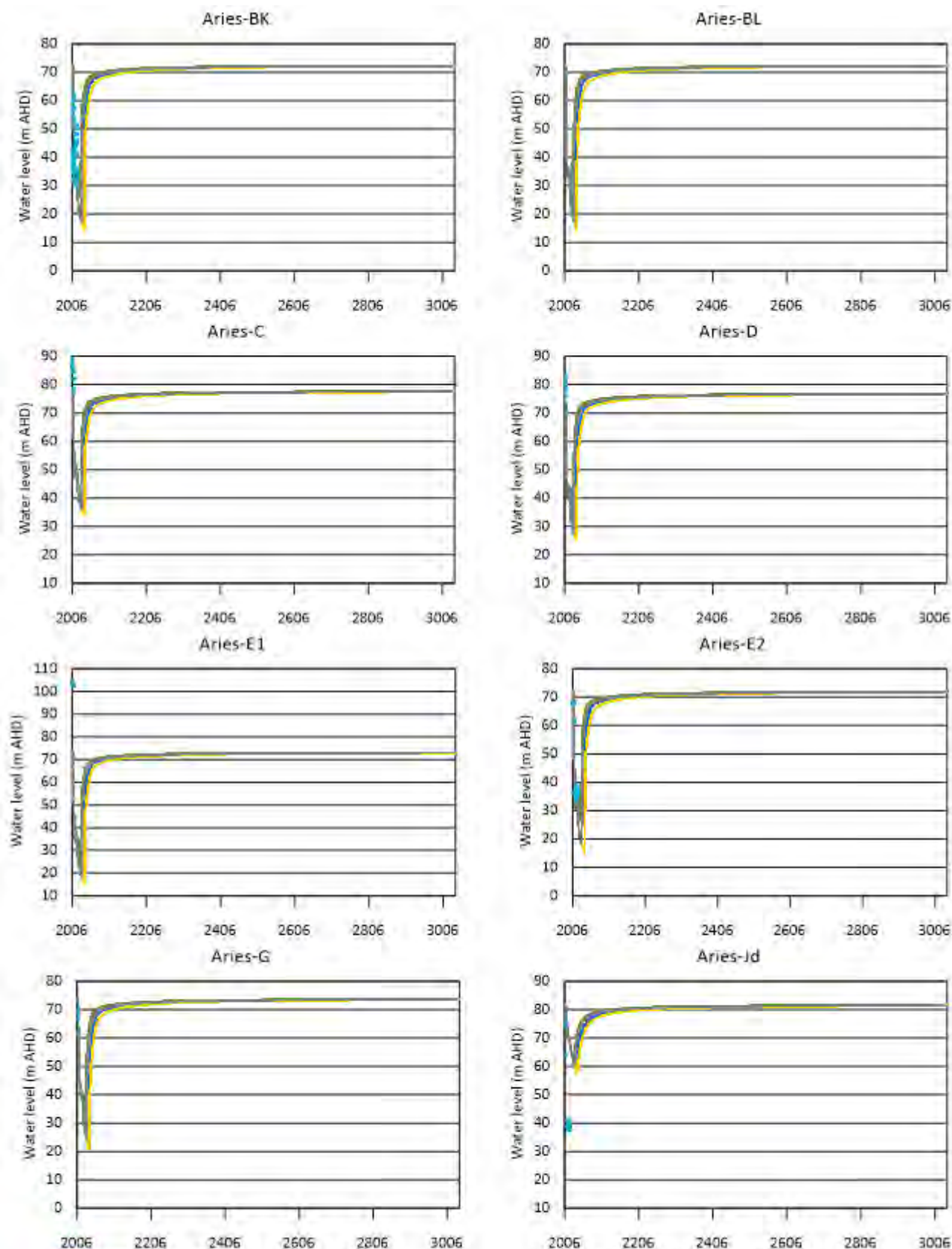


Figure D.1

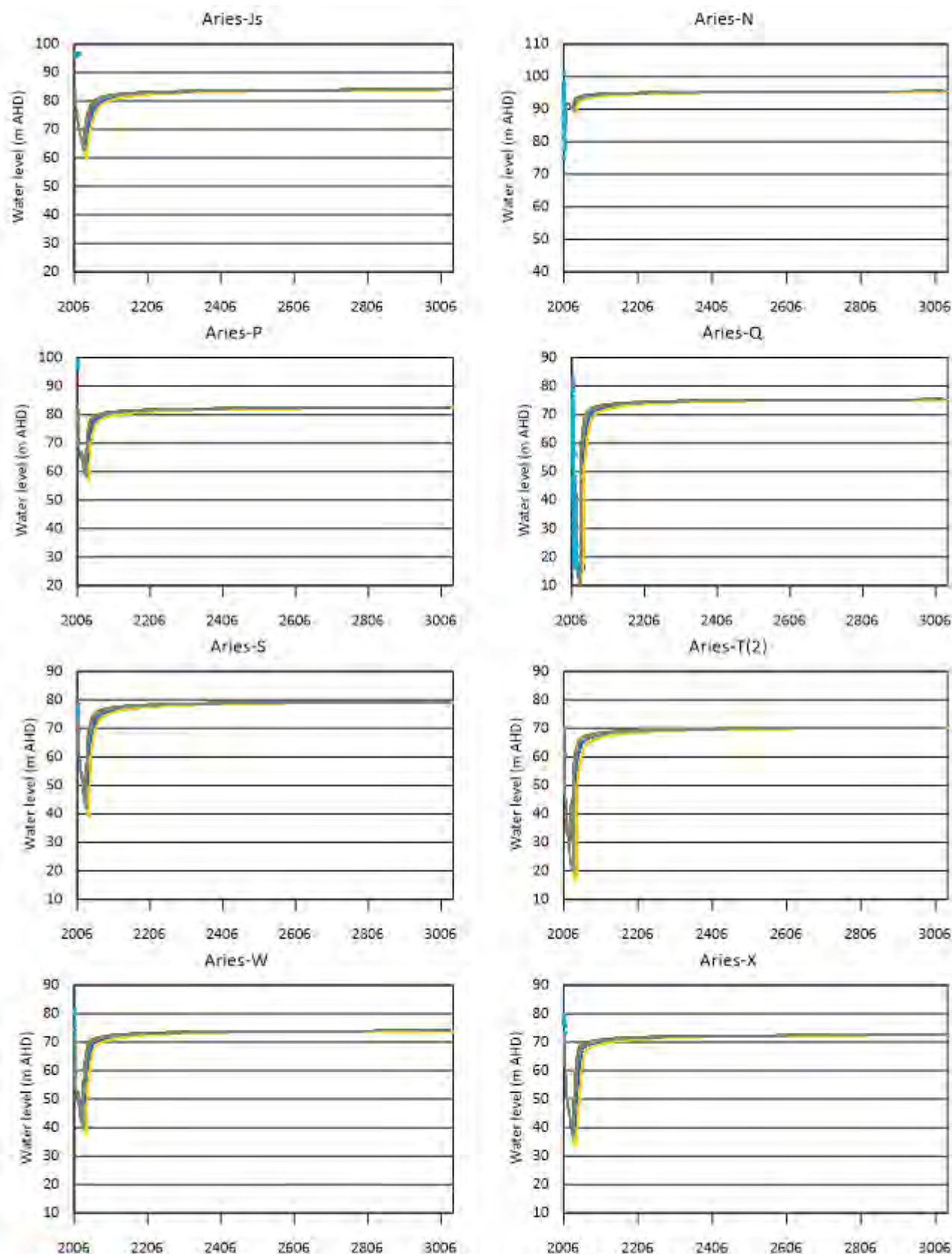




Measured
 LOM 10 ML/d
 LOM 20 ML/d
 PHOX 12 ML/d
 PHOX 20 ML/d

**Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine and recovery**

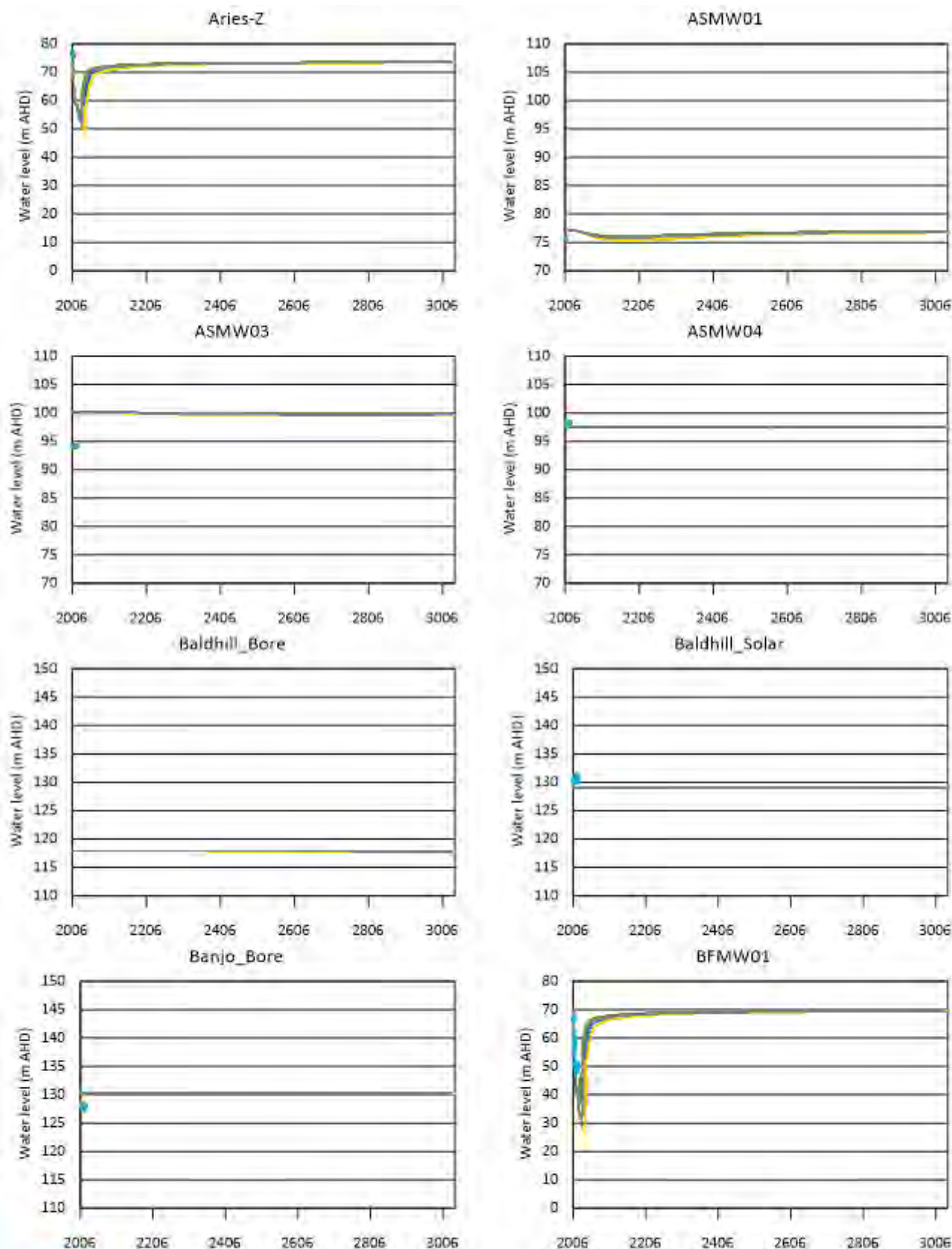
Figure D.3



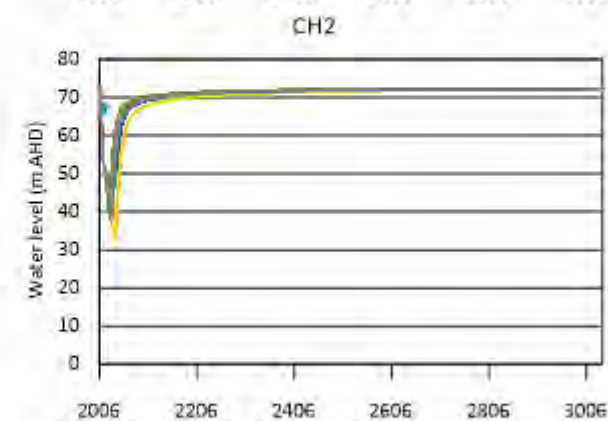
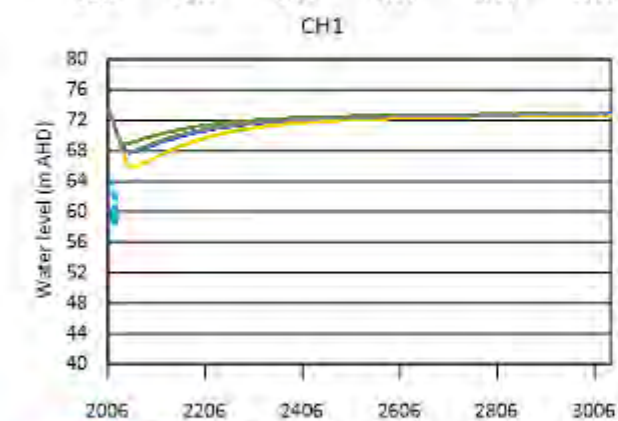
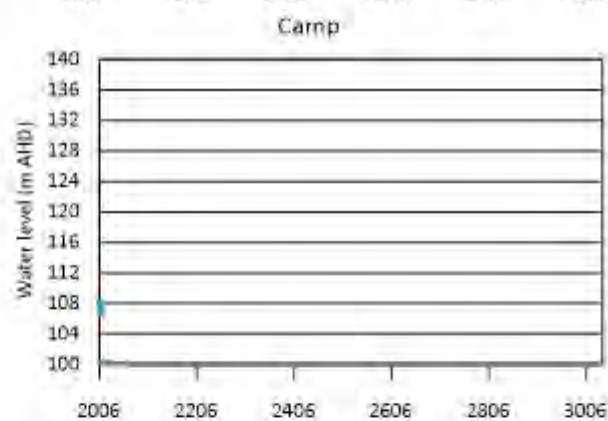
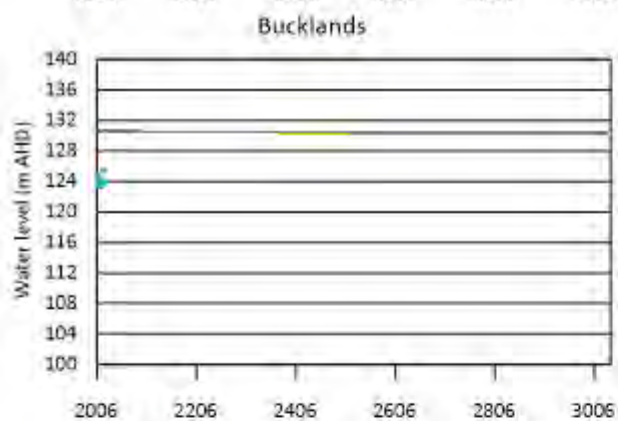
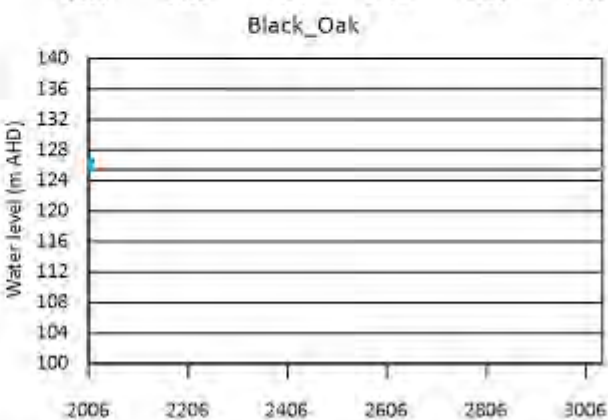
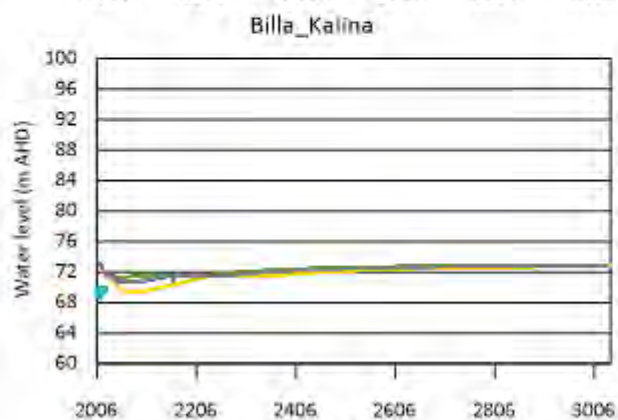
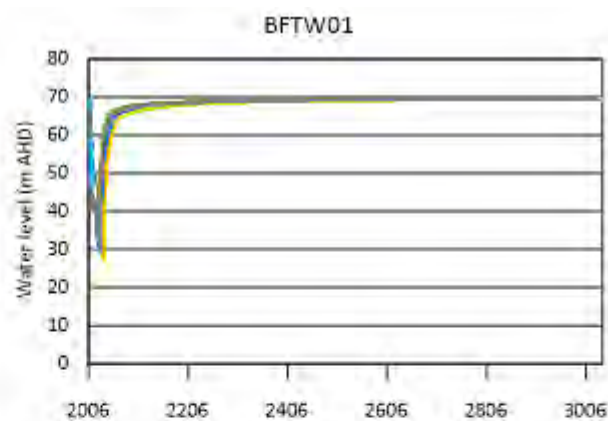
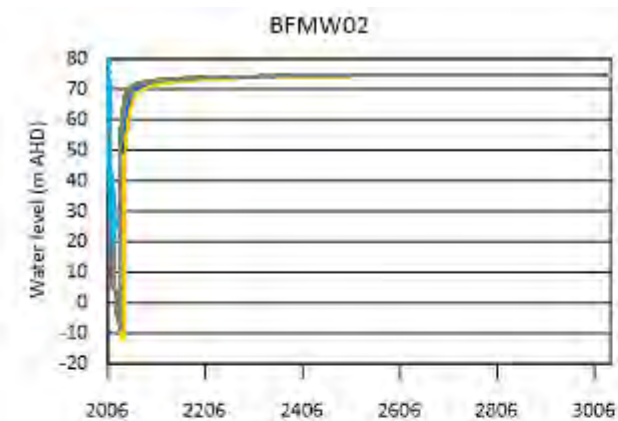
- - - Measured
 — LOM 10 ML/d
 — LOM 20 ML/d
 — PHOX 20 ML/d

**Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine and recovery**

Figure D.4

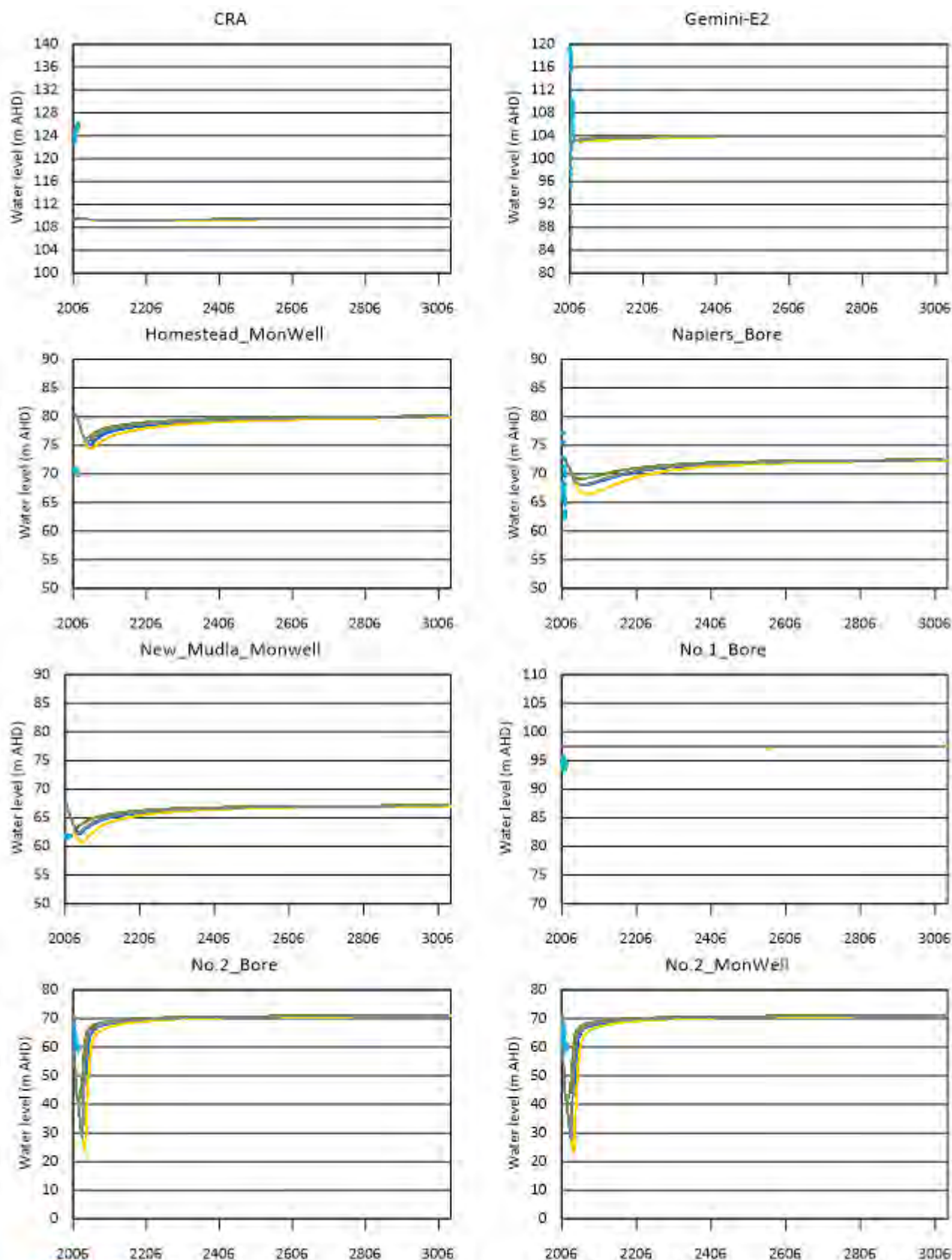


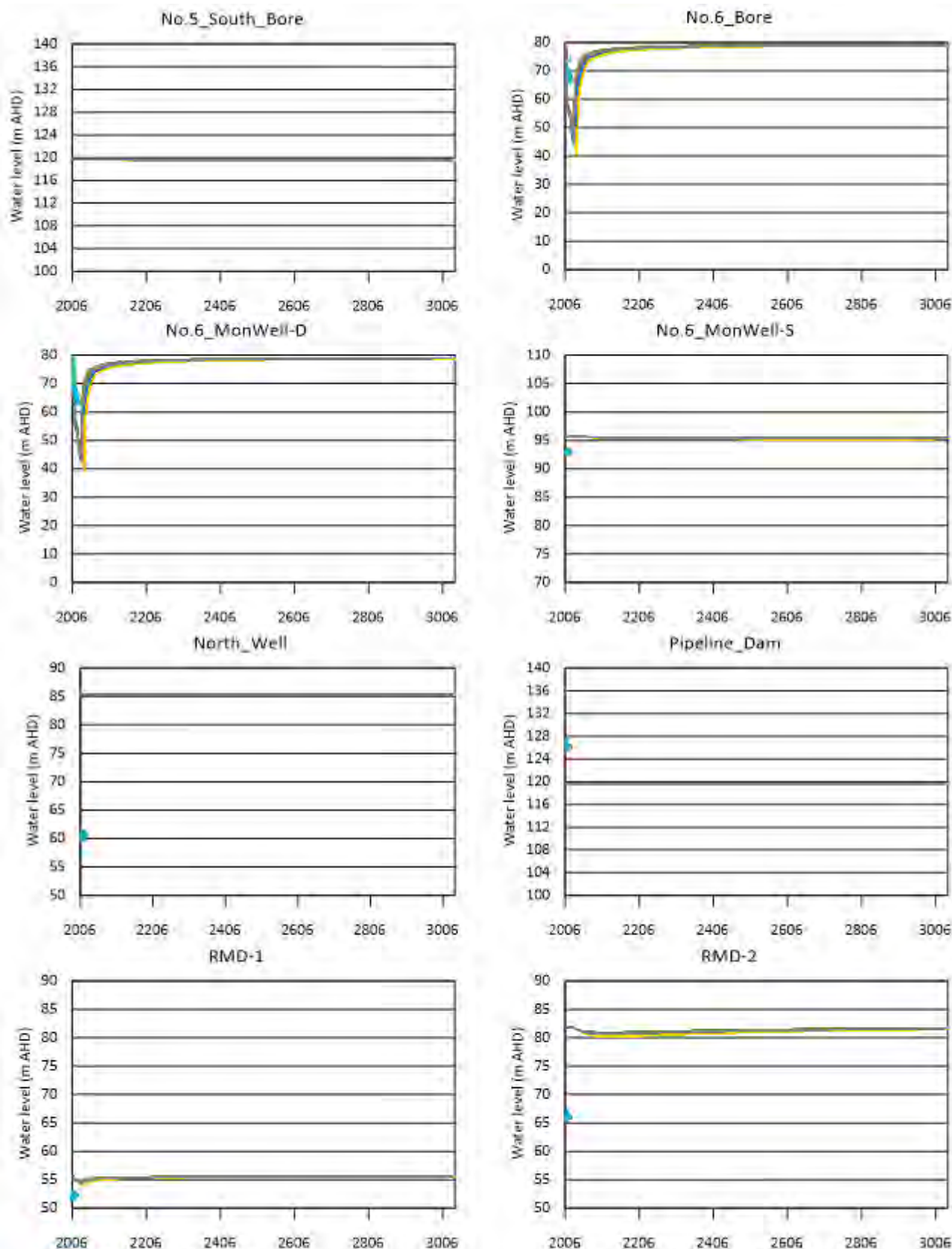
Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine and recovery
Figure D.5



- - - Measured
 — LOM 10 ML/d
 — LOM 20 ML/d
 — PHOX 12 ML/d
 — PHOX 20 ML/d

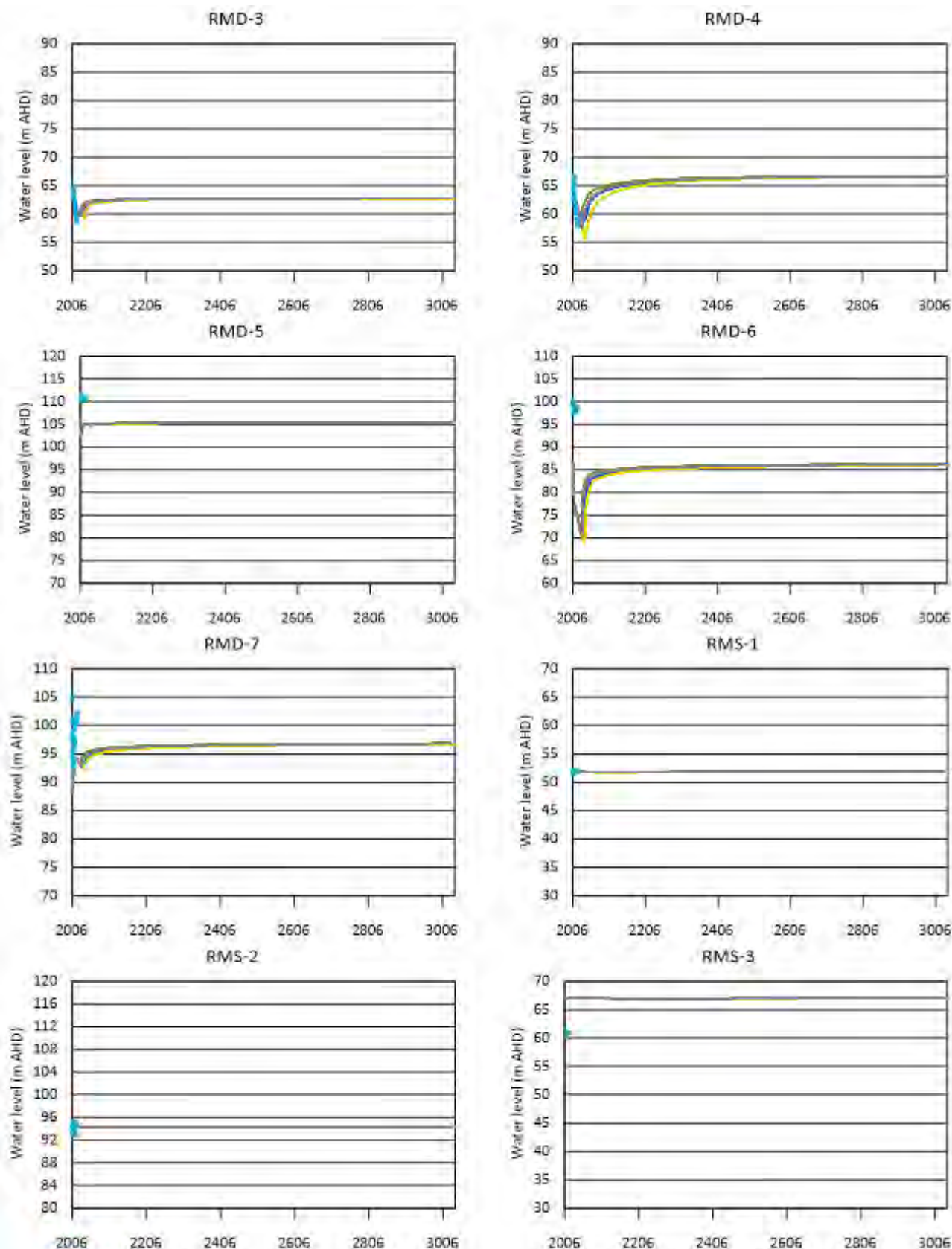
Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine and recovery
Figure D.6





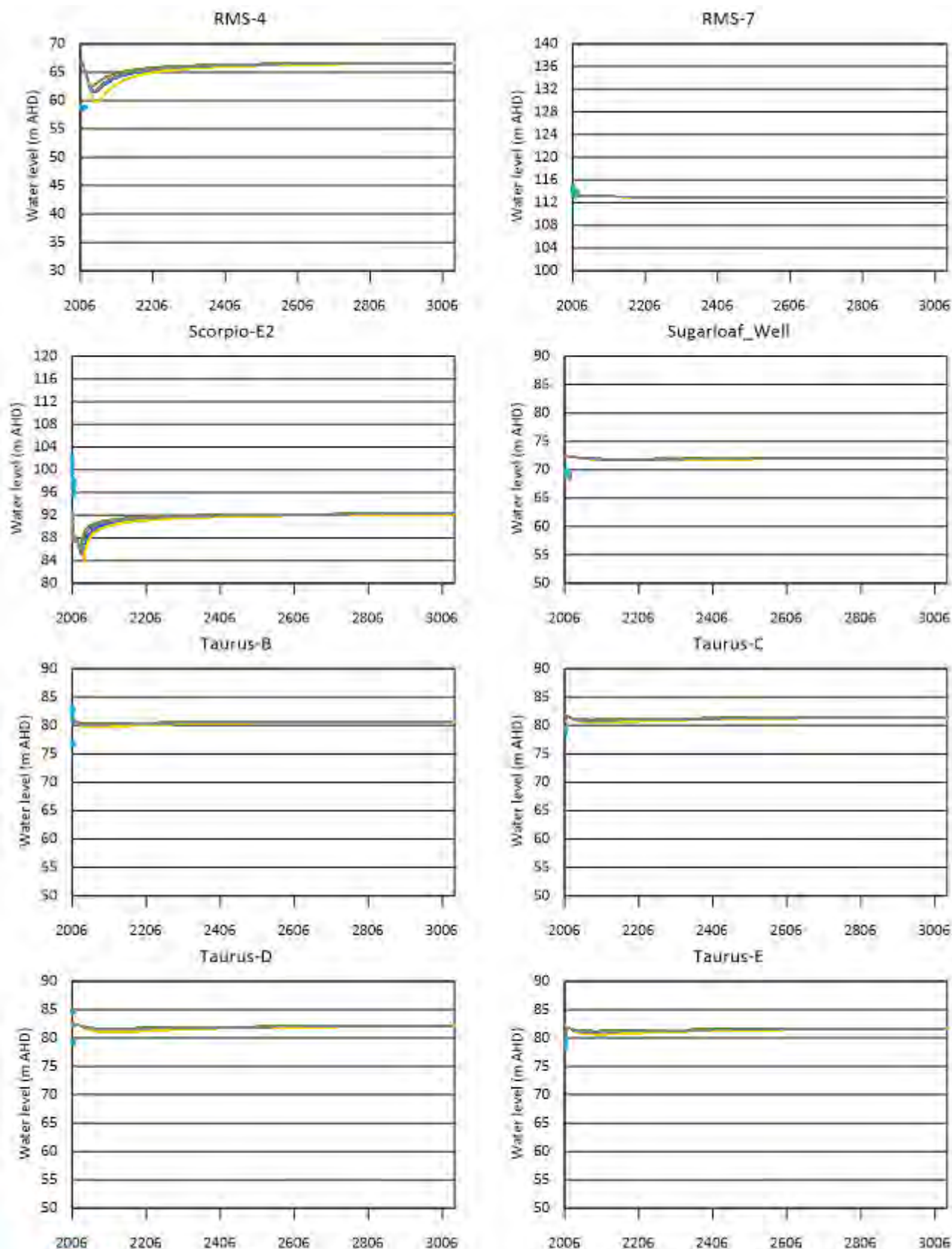
**Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine and recovery**

Figure D.8



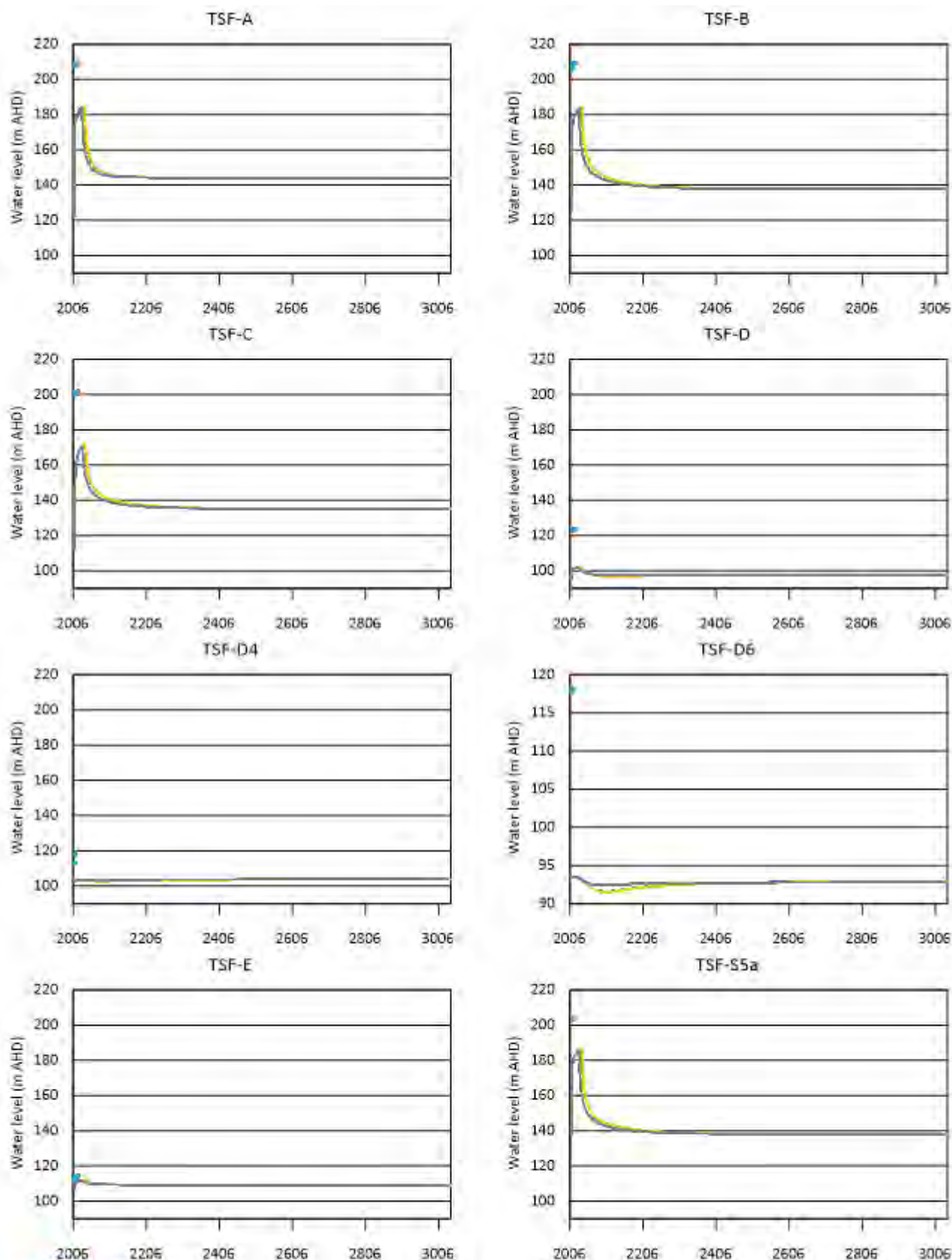
••• Measured
 — LOM 10 ML/d
 — LOM 20 ML/d
 — PHOX 12 ML/d
 — PHOX 20 ML/d

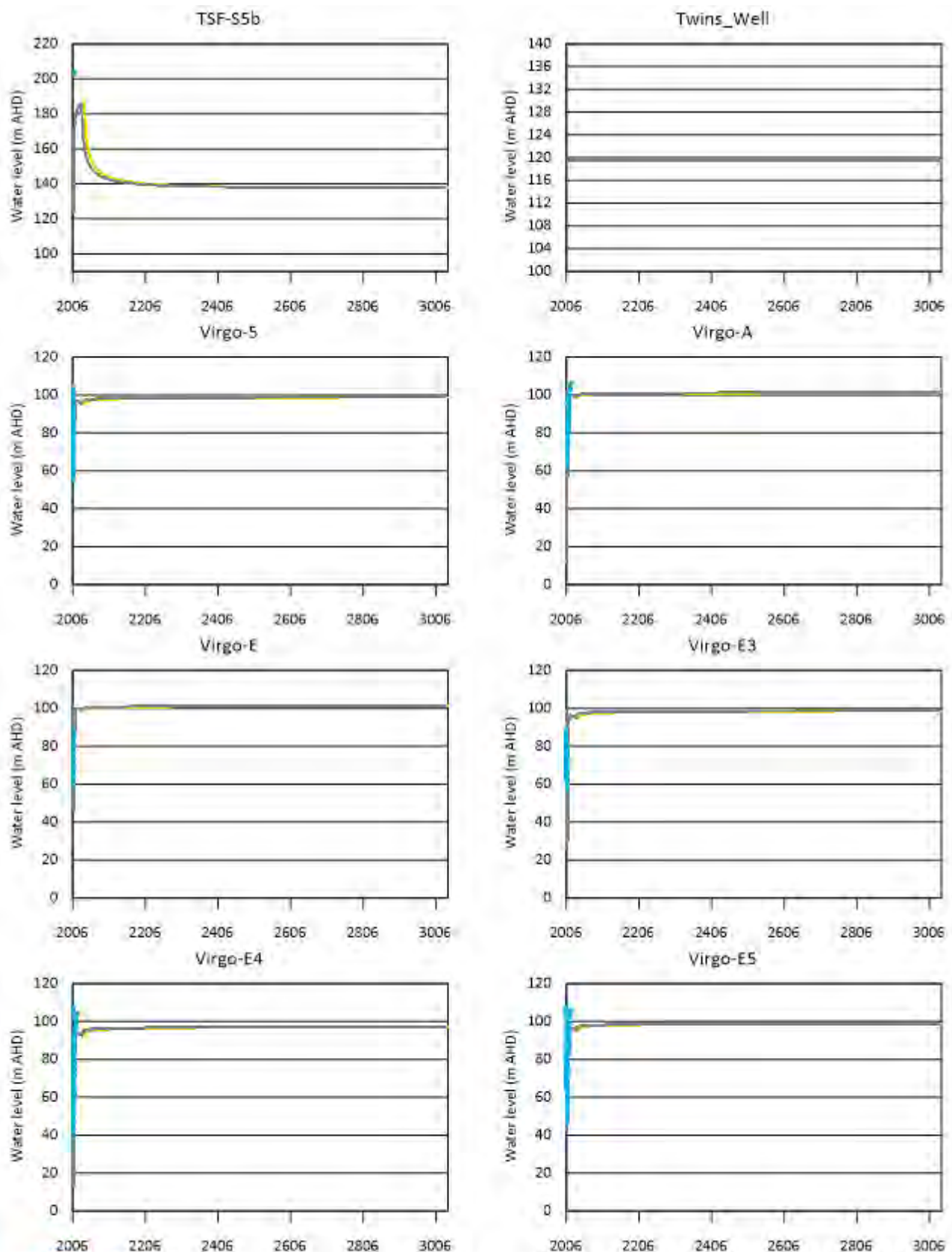
Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine and recovery
Figure D.9

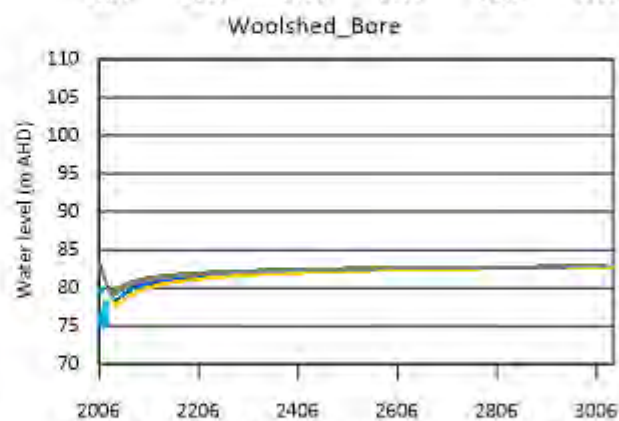
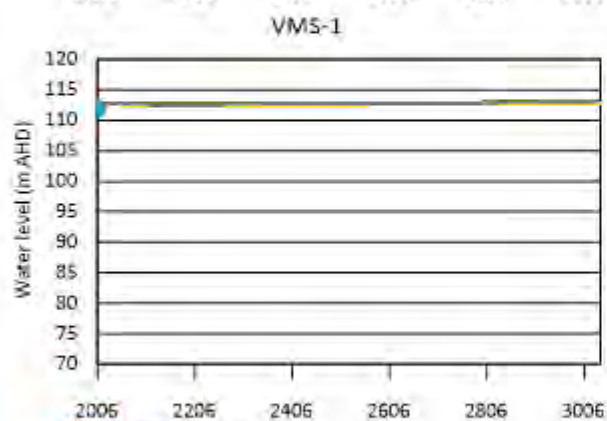
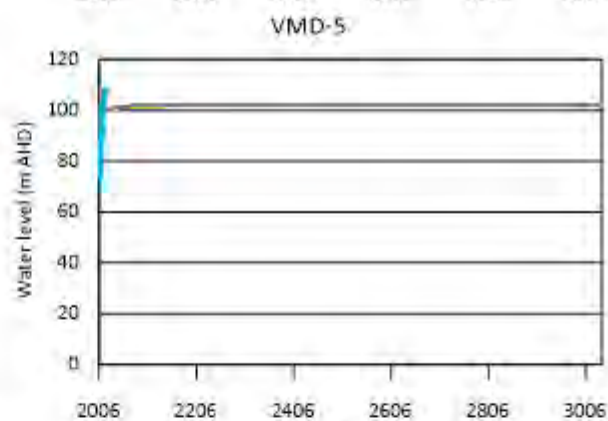
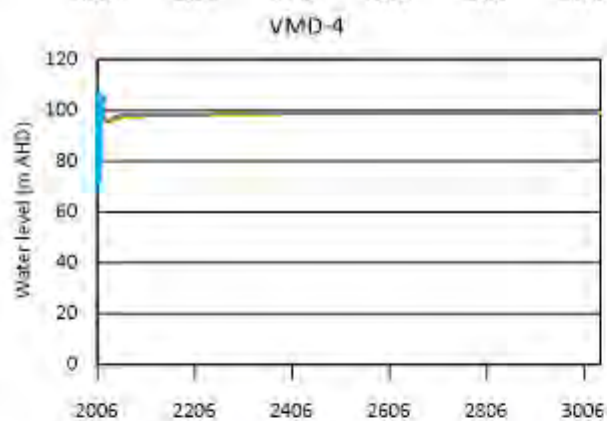
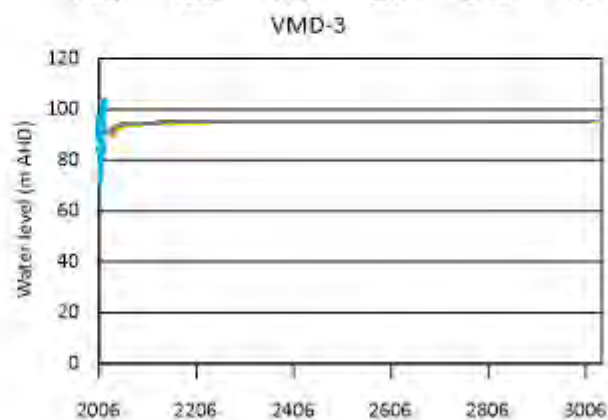
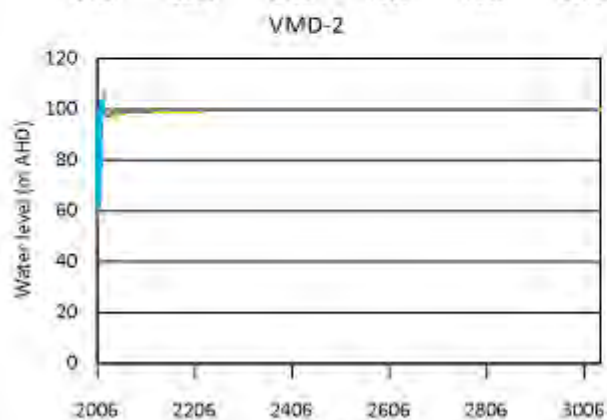
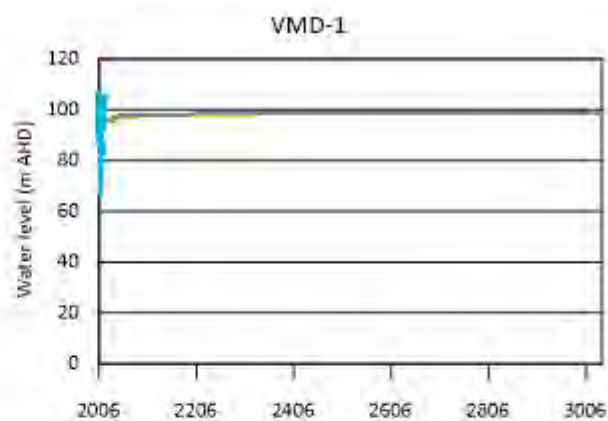
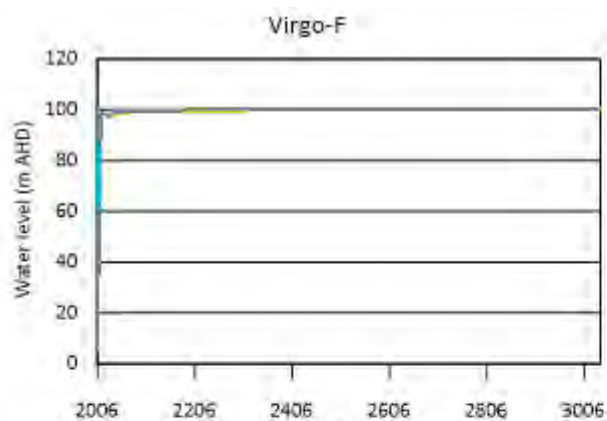


x Measured
 — LOM 10 ML/d
 — LOM 20 ML/d
 — PHOX 12 ML/d
 — PHOX 20 ML/d

Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine and recovery
Figure D.10

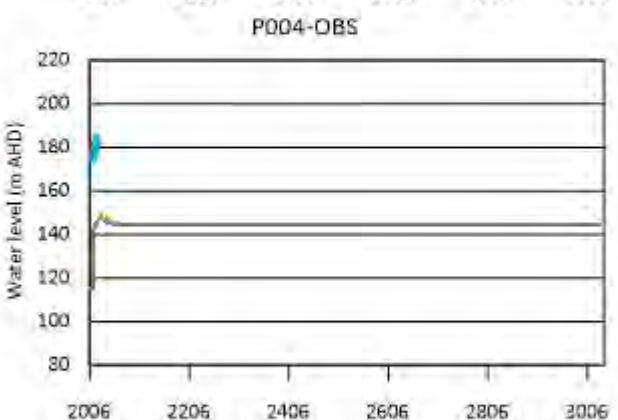
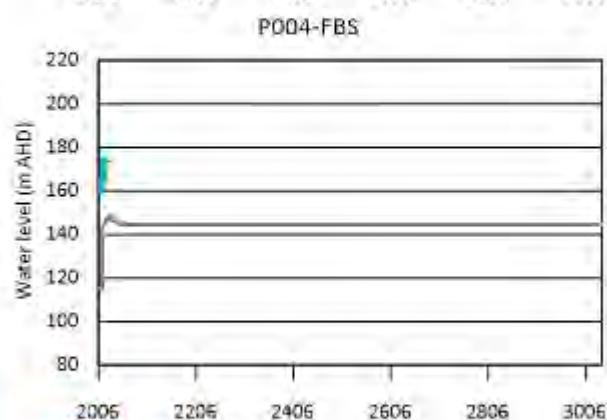
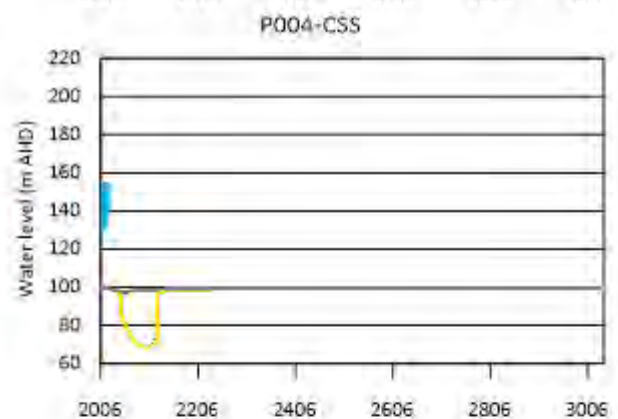
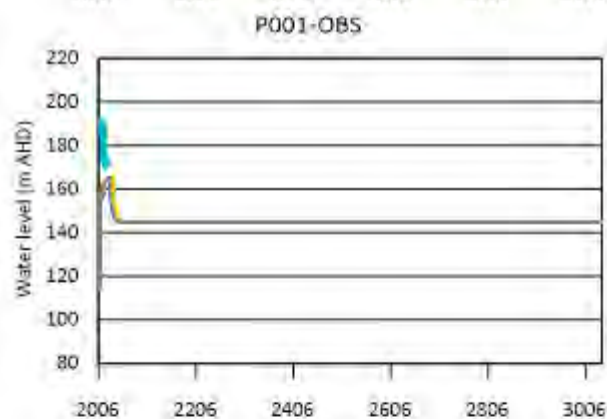
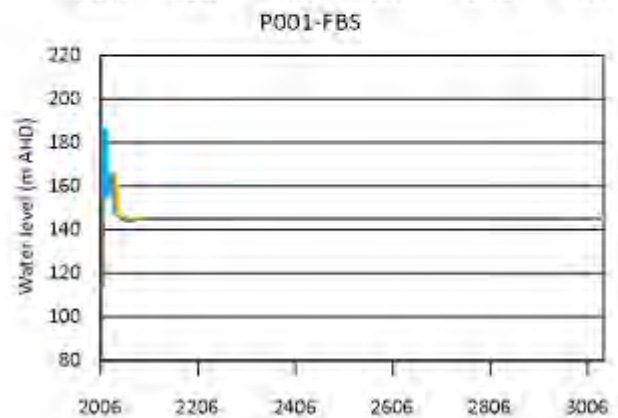
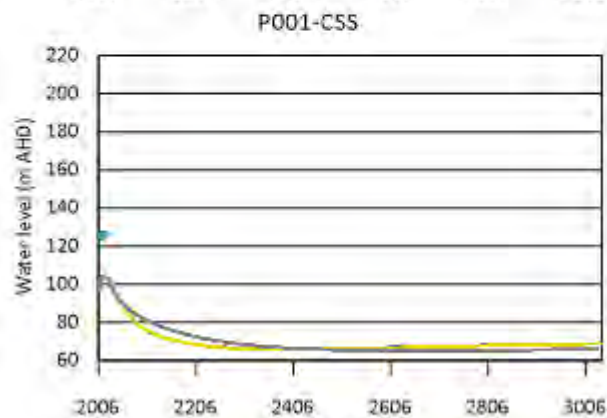
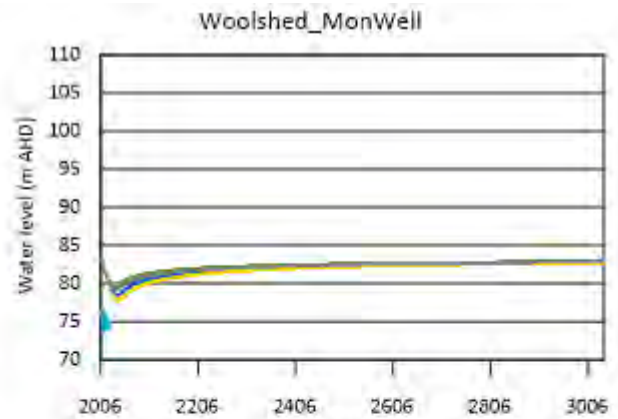
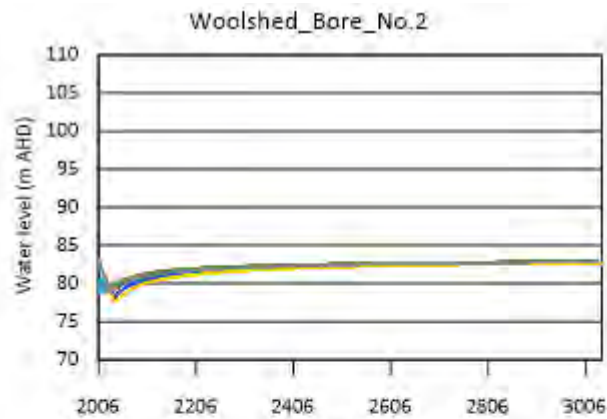






Measured
 LOM 10 ML/d
 LOM 20 ML/d
 PHOX 12 ML/d
 PHOX 20 ML/d

Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine and recovery
Figure D.13

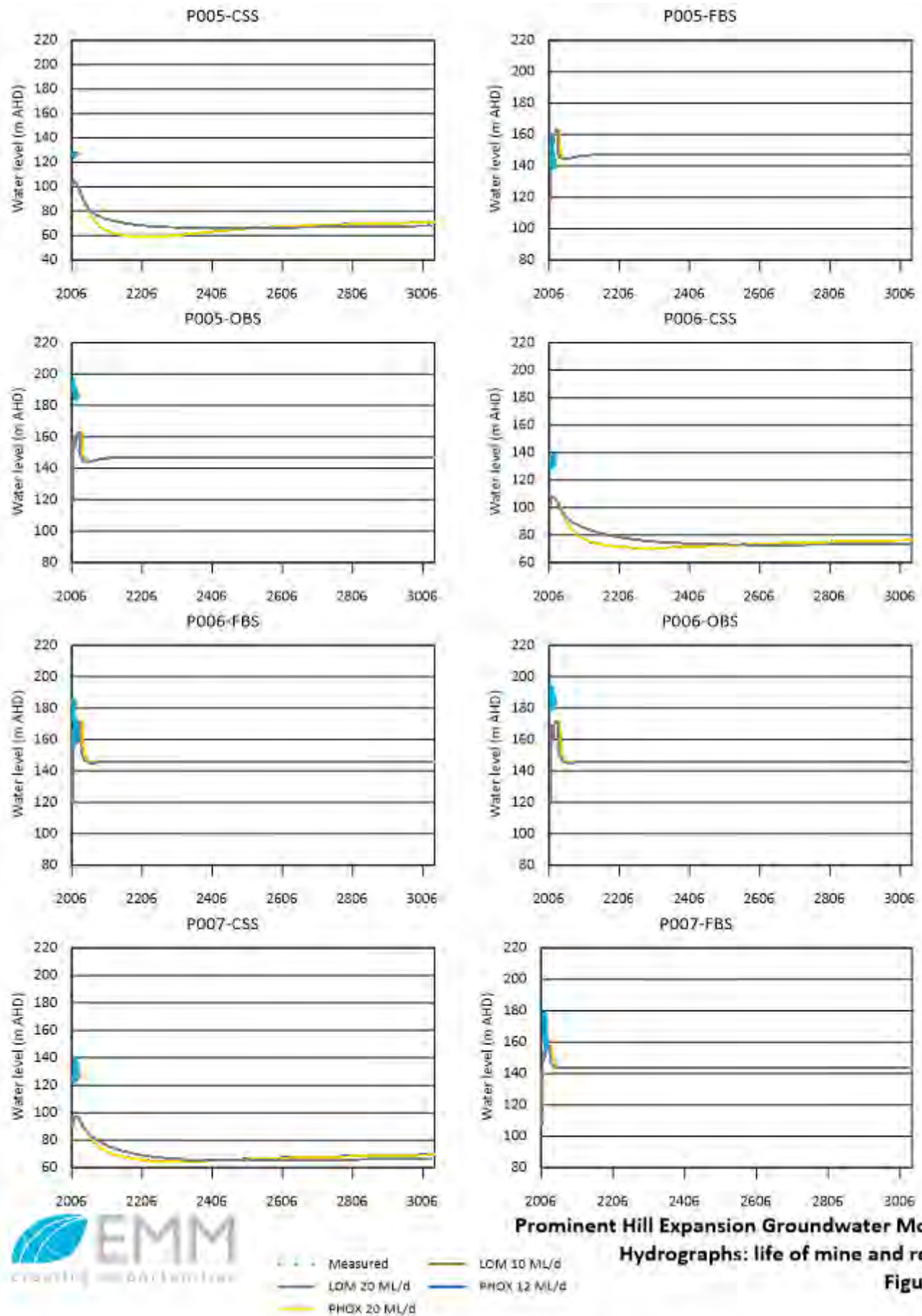


Measured
LOM 10 ML/d
LOM 20 ML/d
PHOX 12 ML/d
PHOX 20 ML/d

Prominent Hill Expansion Groundwater Modelling

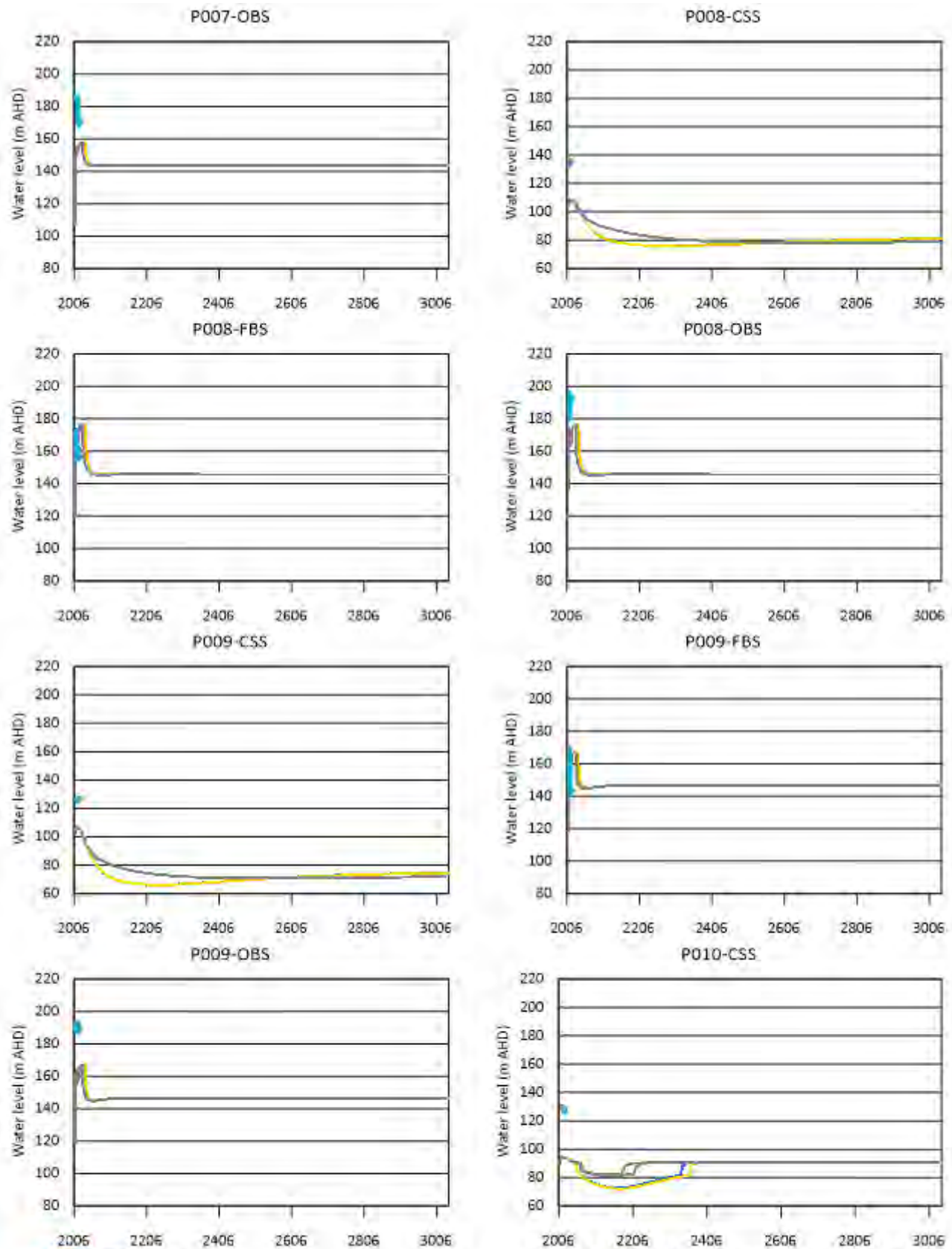
Hydrographs: life of mine and recovery

Figure D.14



Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine and recovery

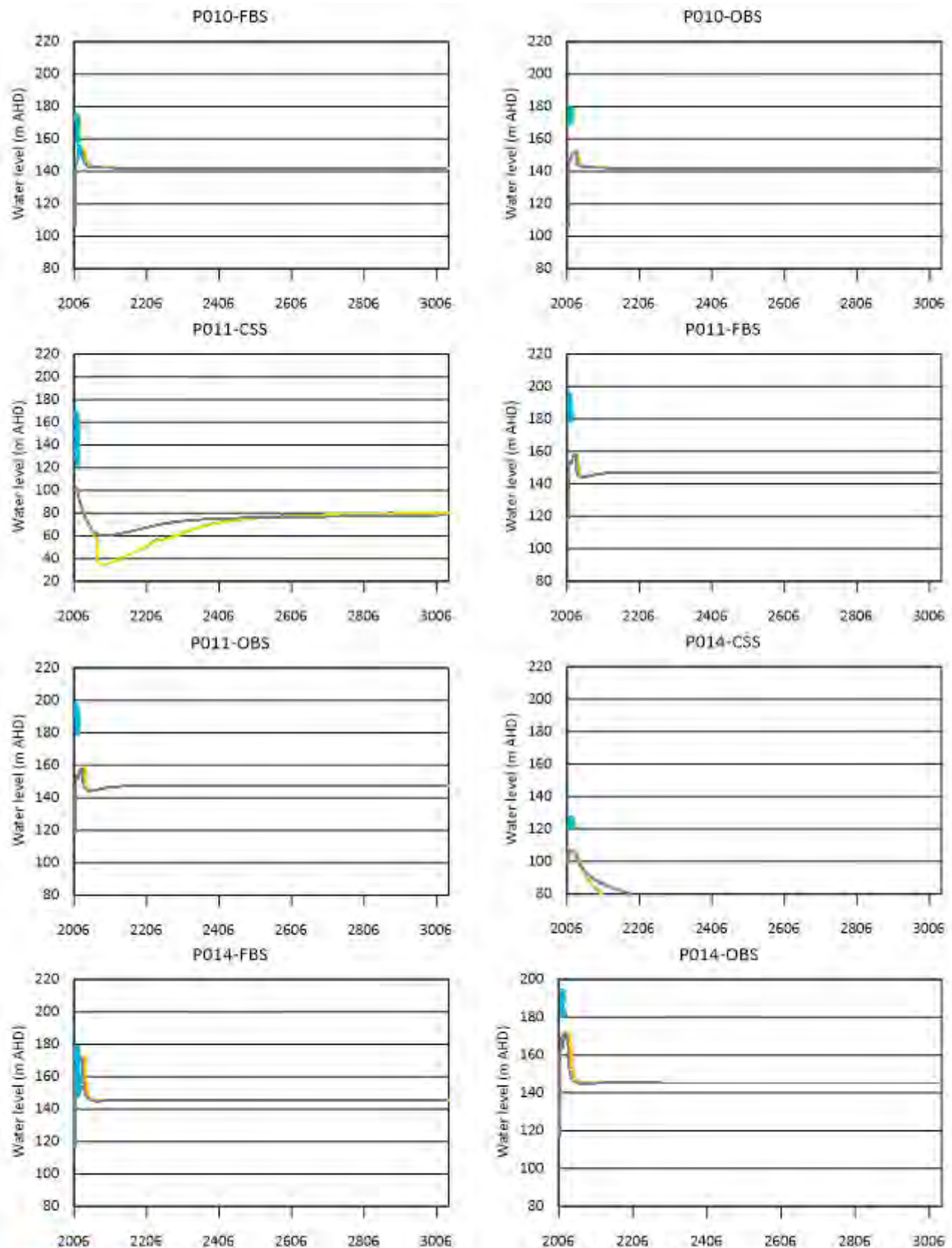
Figure D.15



• • • Measured
 — LOM 10 ML/d
 — LOM 20 ML/d
 — PHOX 12 ML/d
 — PHOX 20 ML/d

Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine and recovery

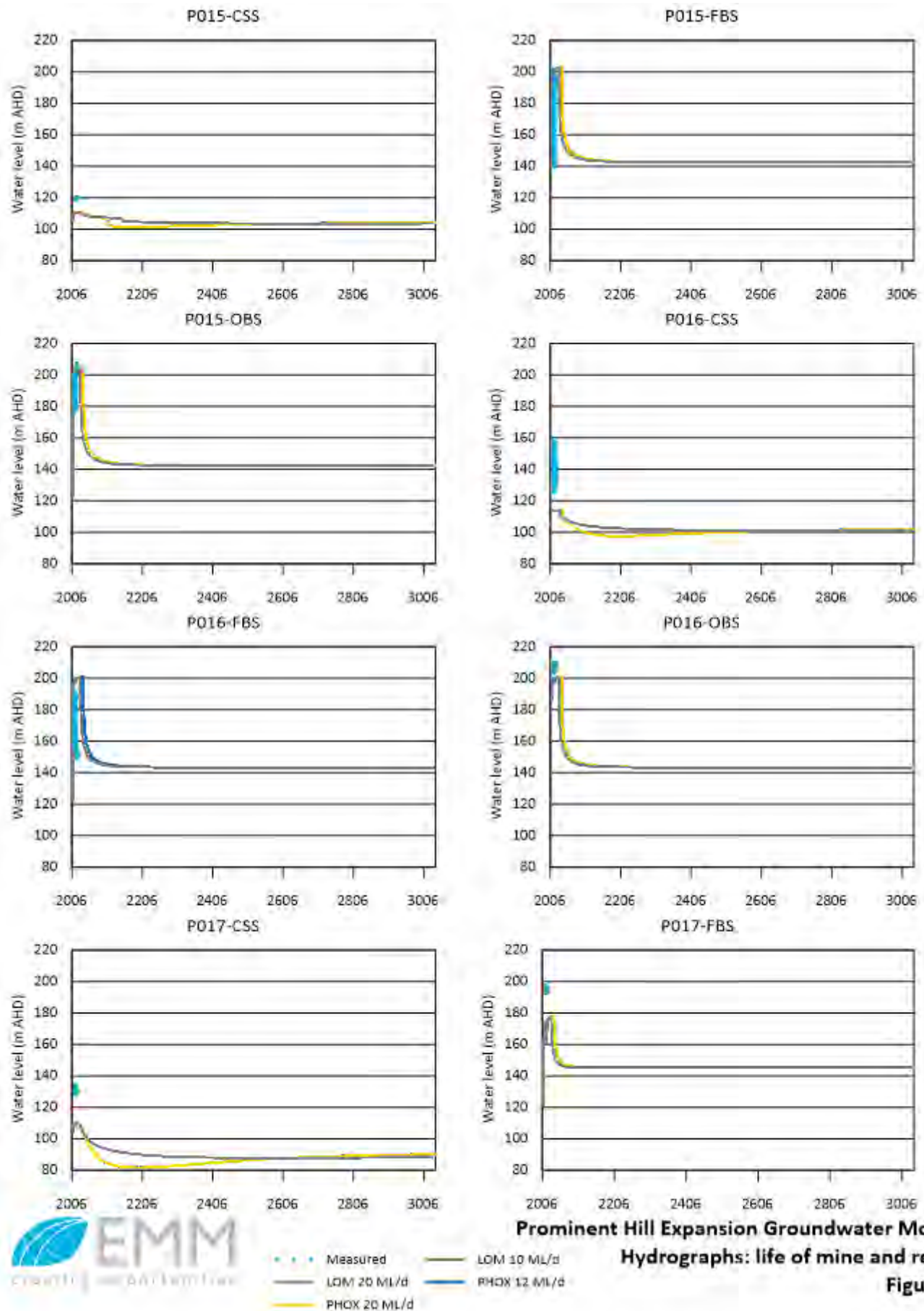
Figure D.16



Measured
 LOM 10 ML/d
 LOM 20 ML/d
 PHOX 12 ML/d
 PHOX 20 ML/d

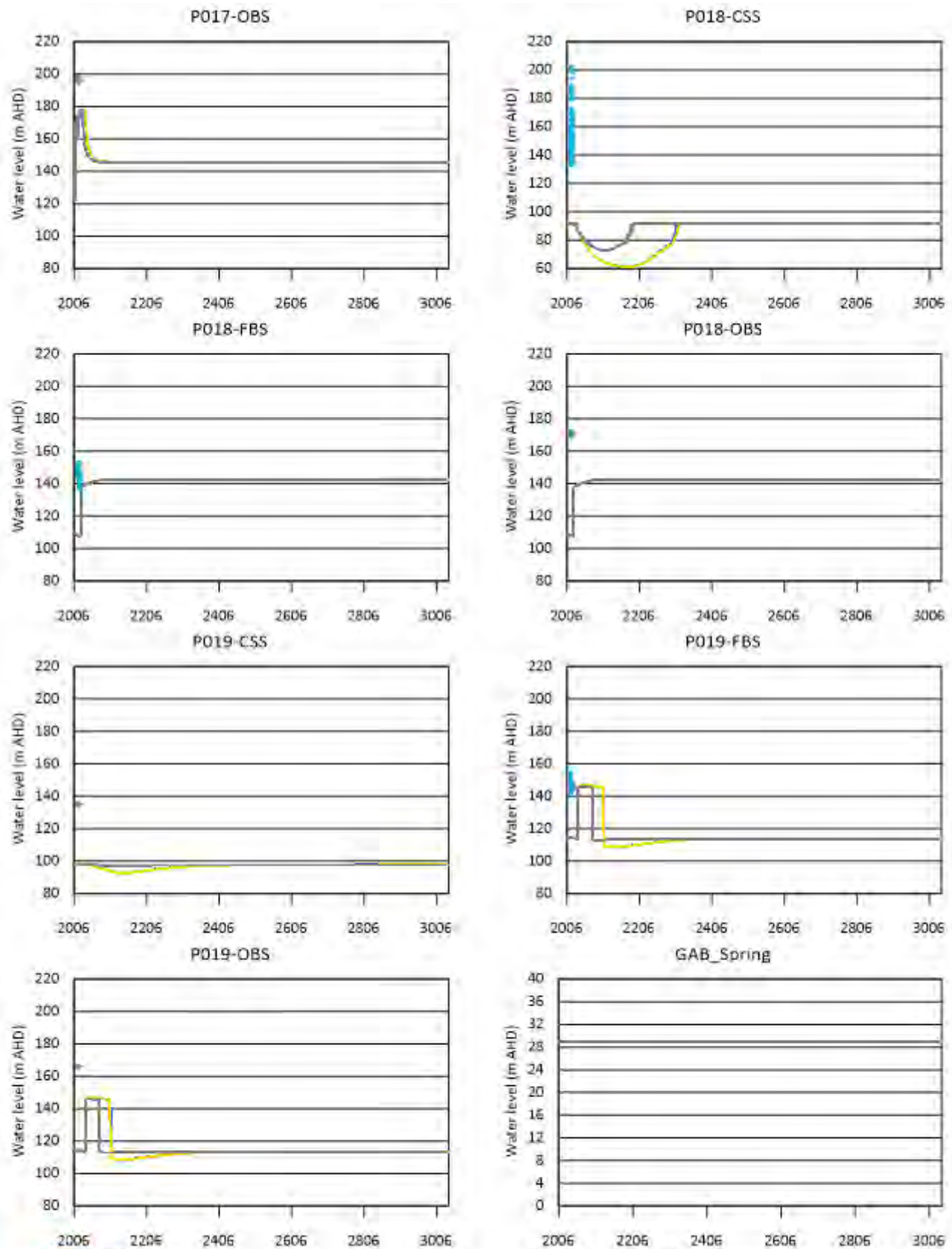
Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine and recovery

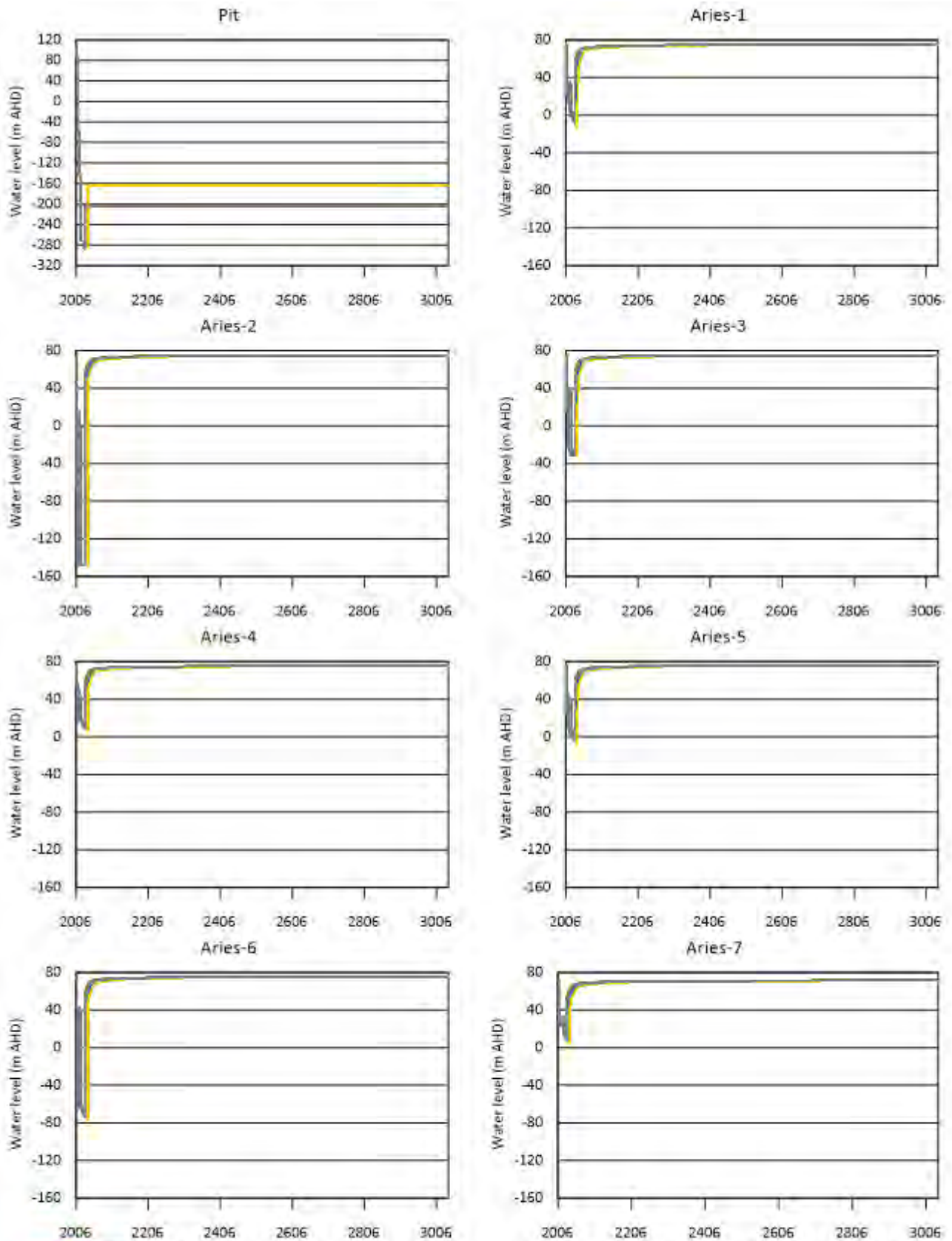
Figure D.17



Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine and recovery

Figure D.18

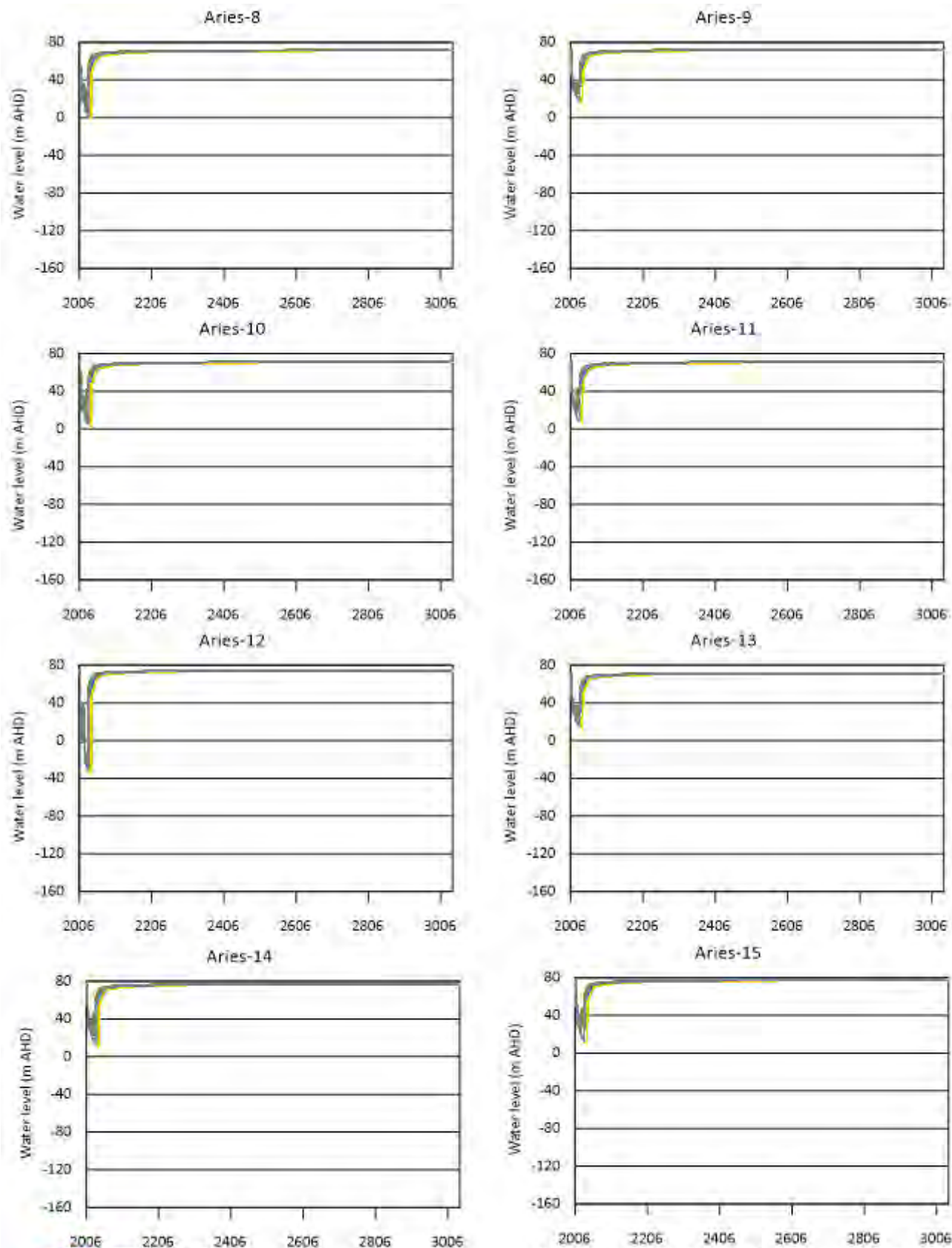




▲ ■ ■ Measured
 — LOM 10 ML/d
 — LOM 20 ML/d
 — PHOX 12 ML/d
 — PHOX 20 ML/d

Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine and recovery

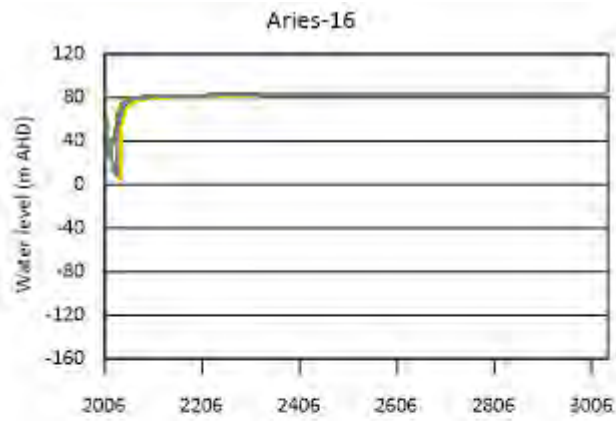
Figure D.20



Measured
 LDM 10 ML/d
 LDM 20 ML/d
 PHOX 10 ML/d
 PHOX 12 ML/d
 PHOX 20 ML/d

Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine and recovery

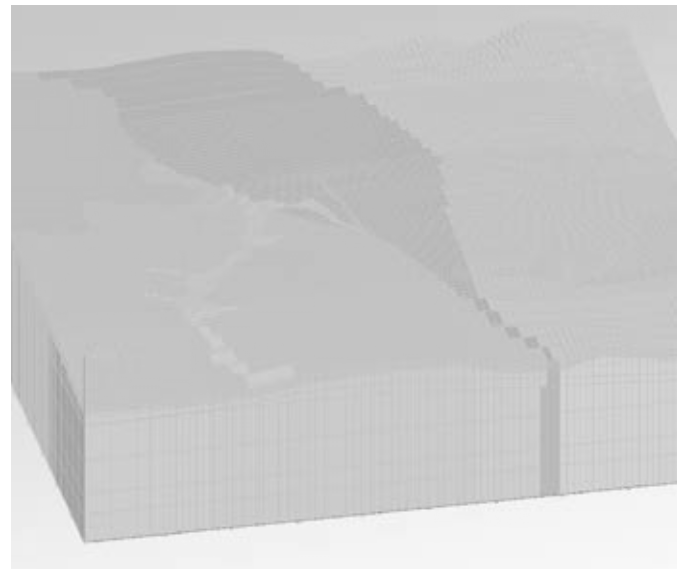
Figure D.21

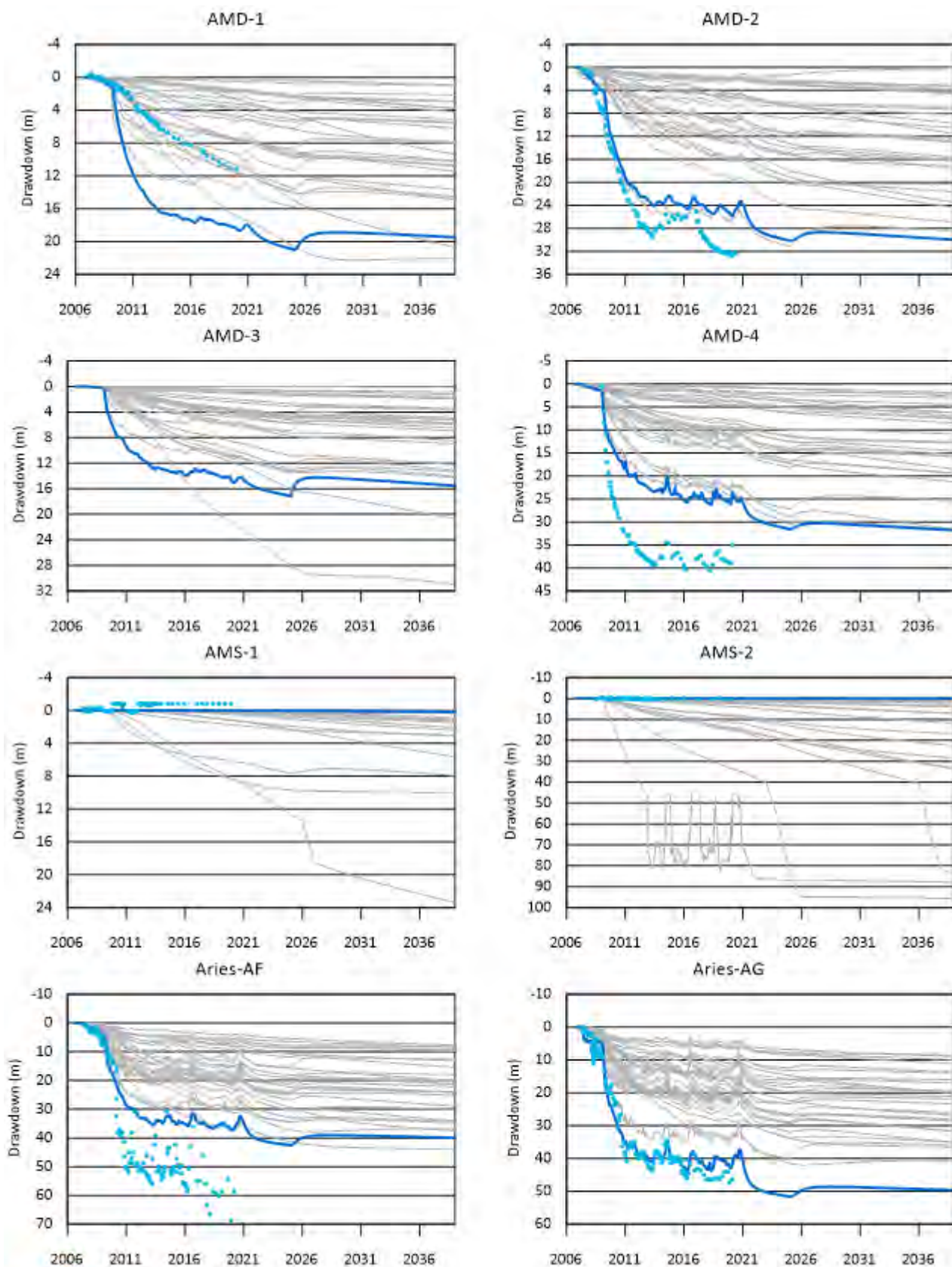




Appendix E

Hydrographs: predictive uncertainty drawdown

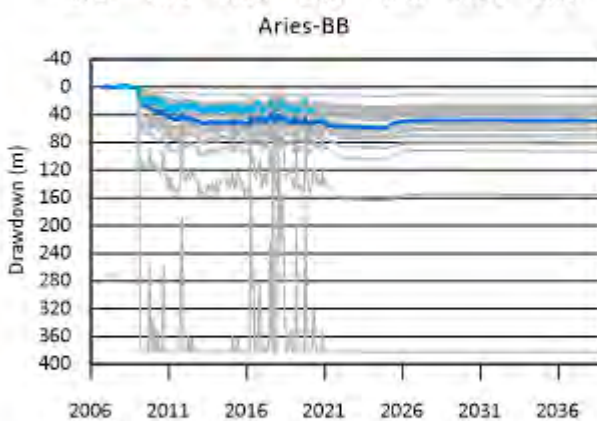
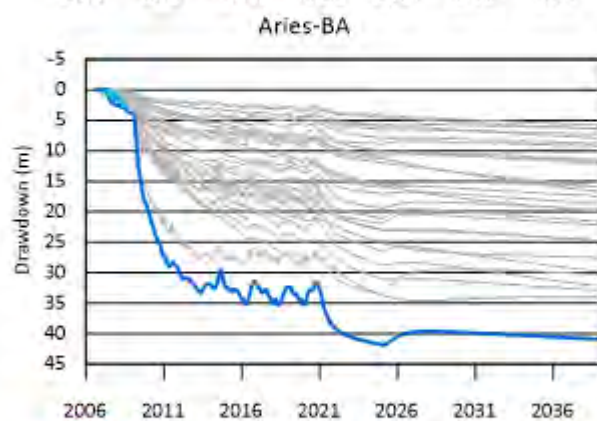
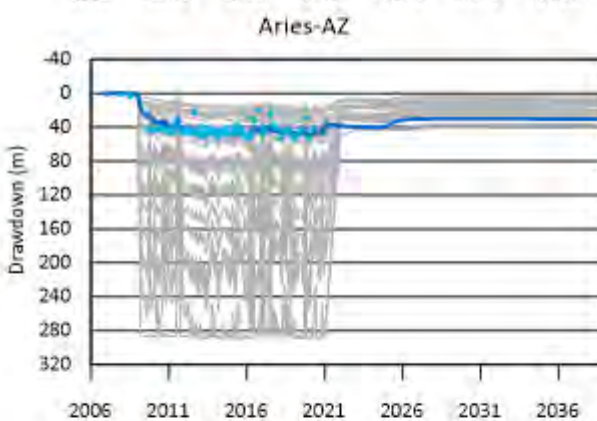
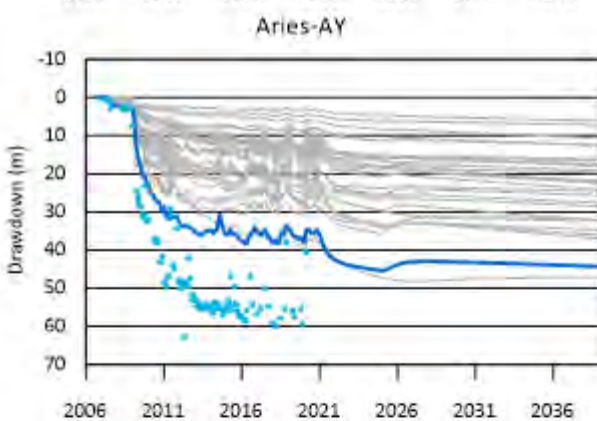
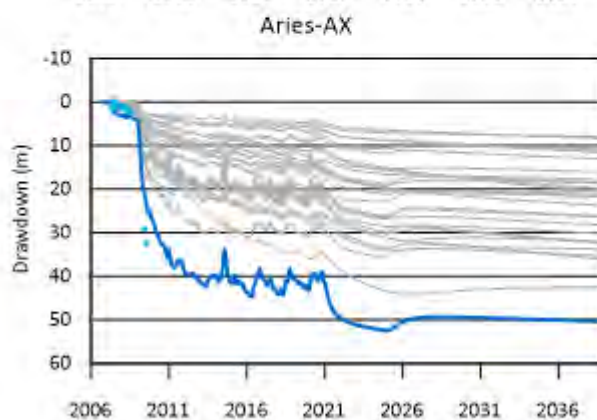
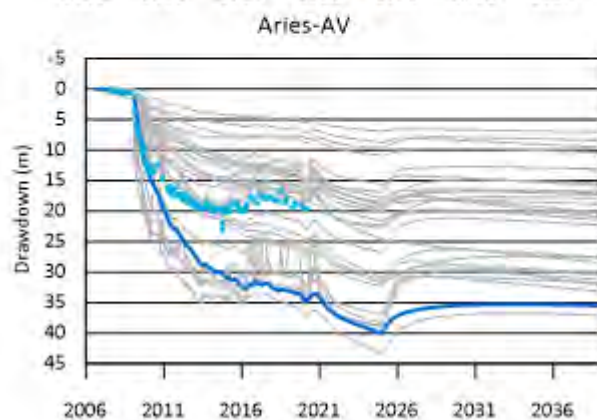
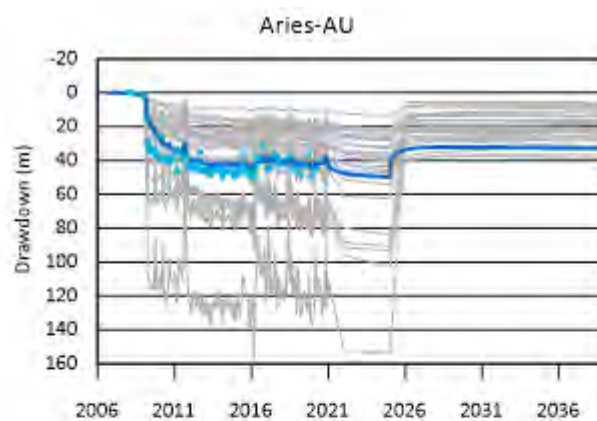
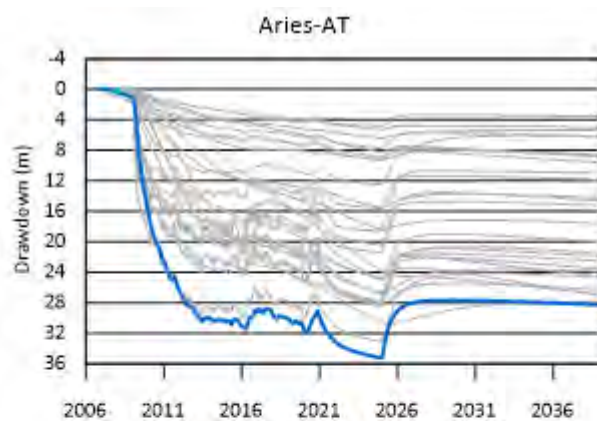




● Measured
— PHOX 12 ML/d
— Uncertainty runs

**Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine uncertainty analysis**

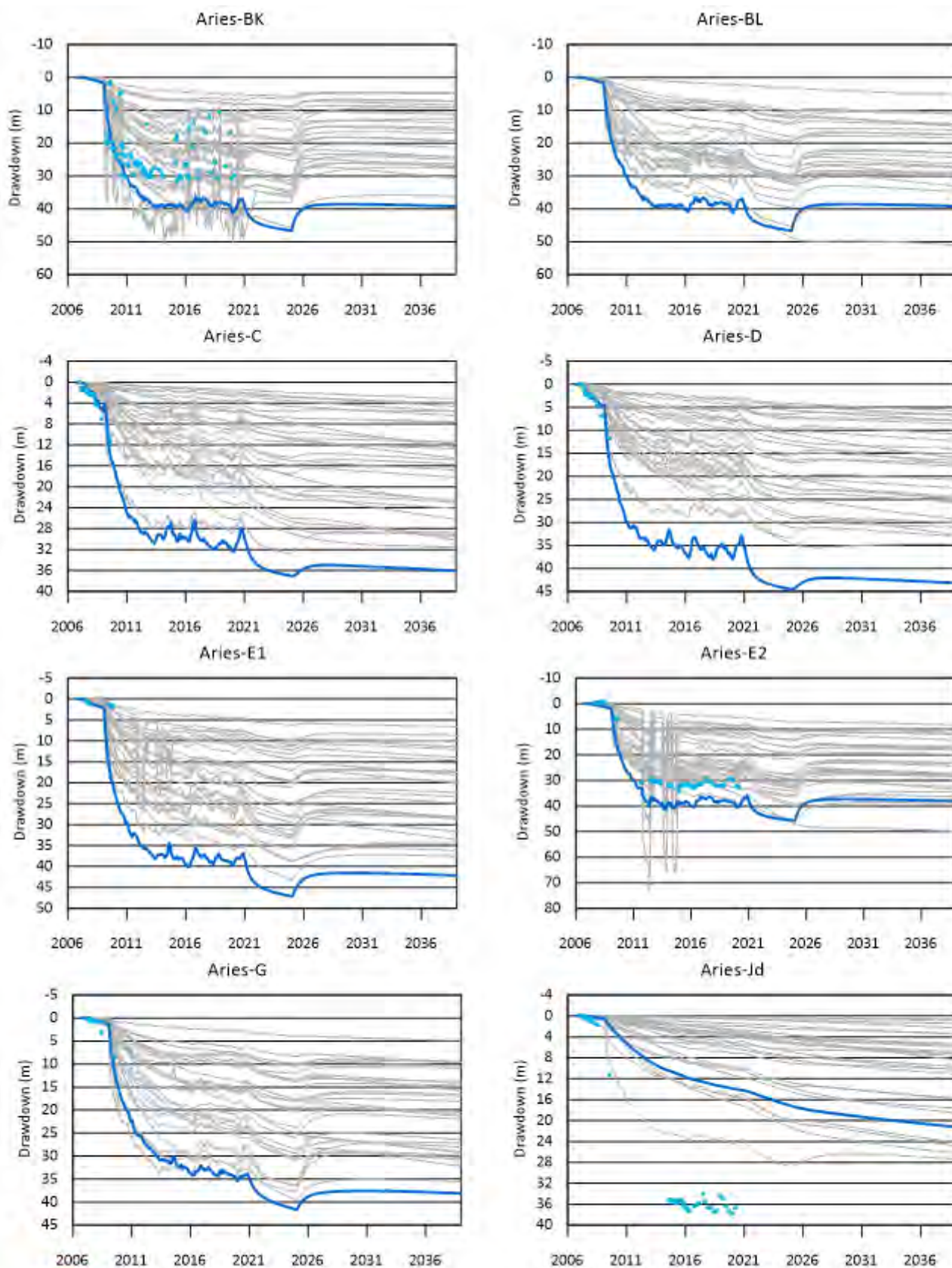
Figure E.1



Measured — Uncertainty runs
PHOX 12 ML/d

**Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine uncertainty analysis**

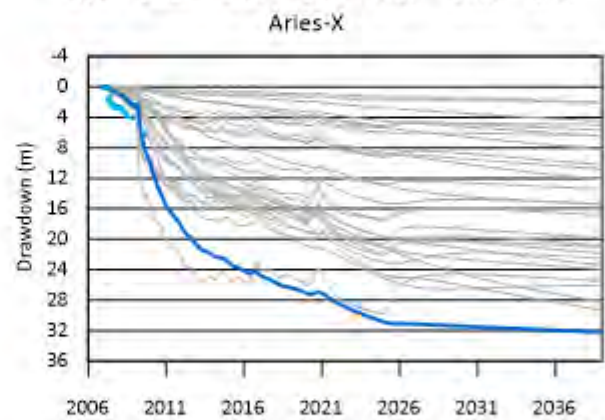
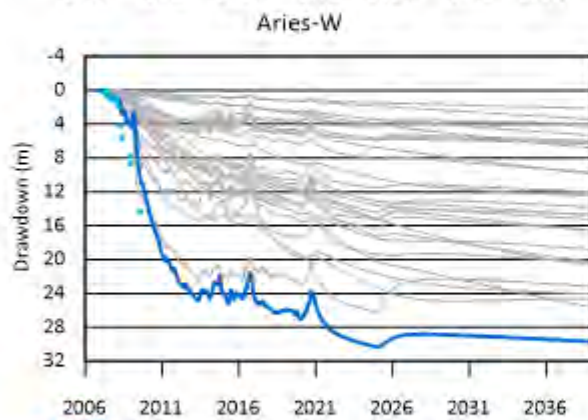
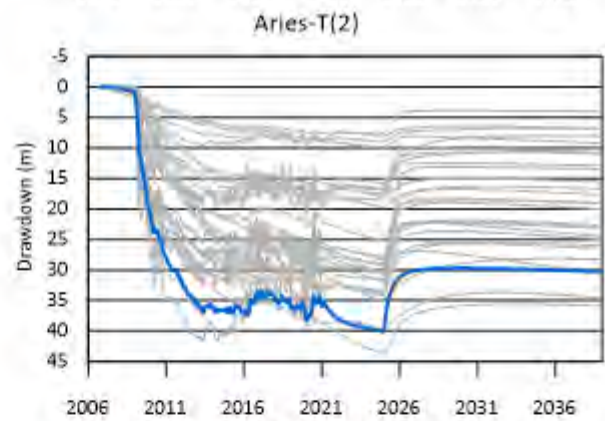
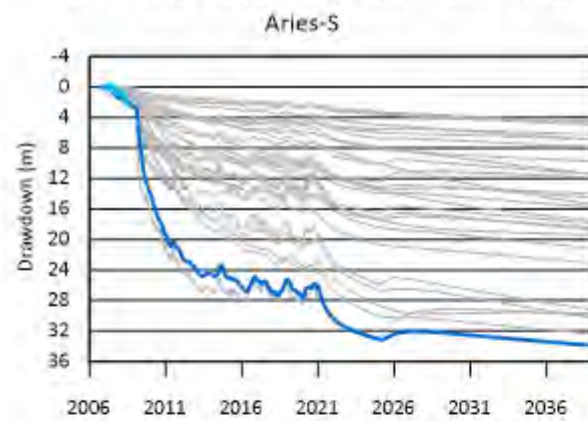
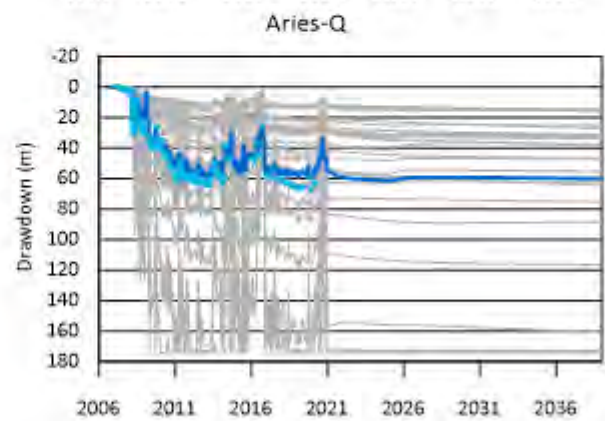
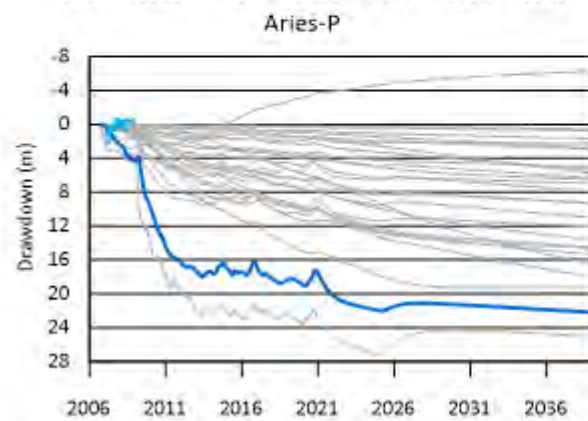
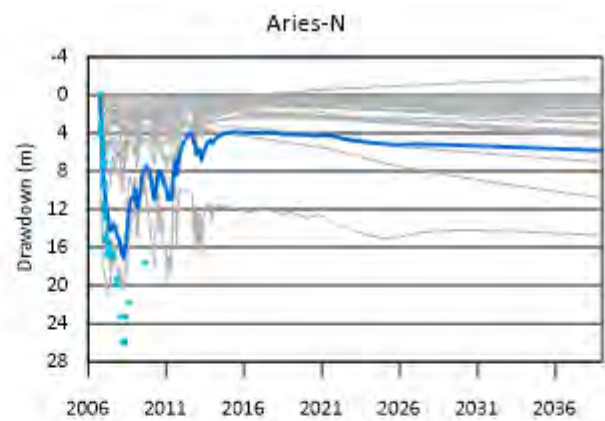
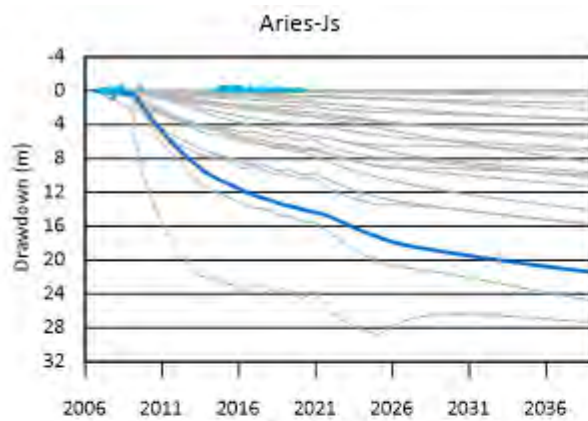
Figure E.2



▲ ▲ ▲ Measured
 — Uncertainty runs
— PHOX 12 ML/d

**Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine uncertainty analysis**

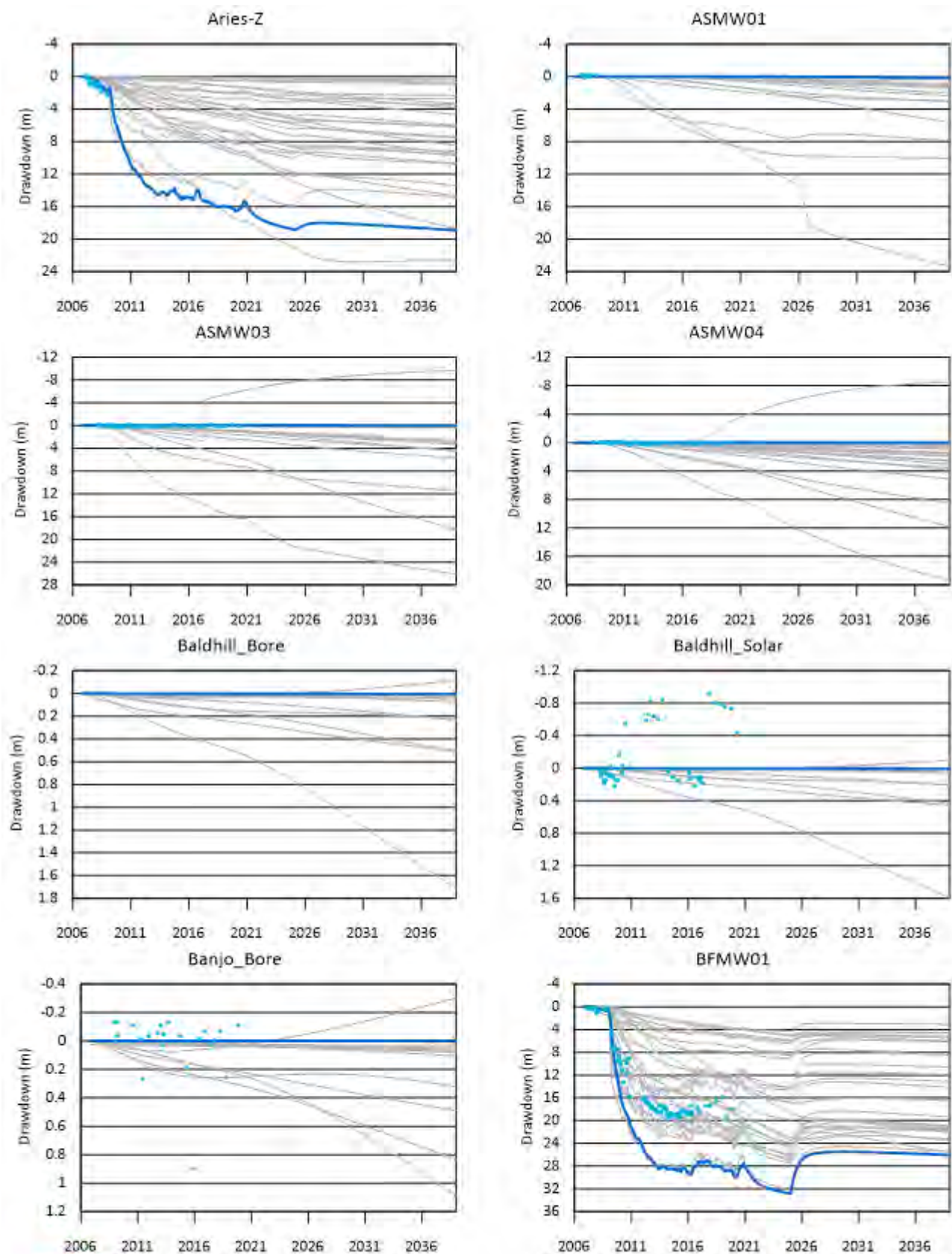
Figure E.3



Measured
PHOX 12 ML/d
Uncertainty runs

**Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine uncertainty analysis**

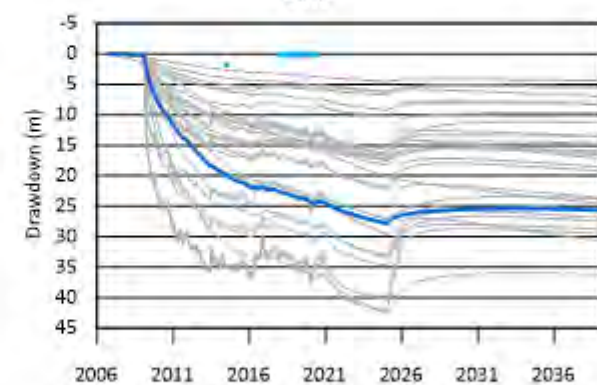
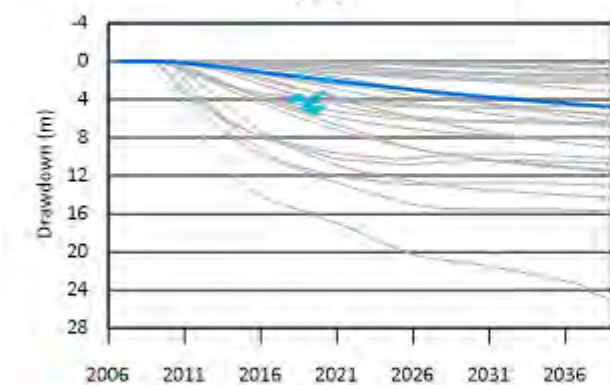
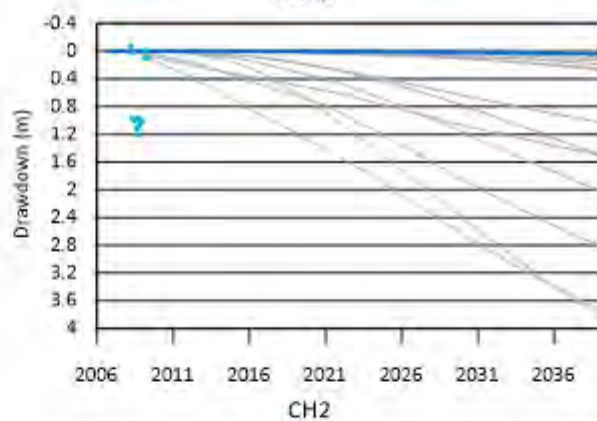
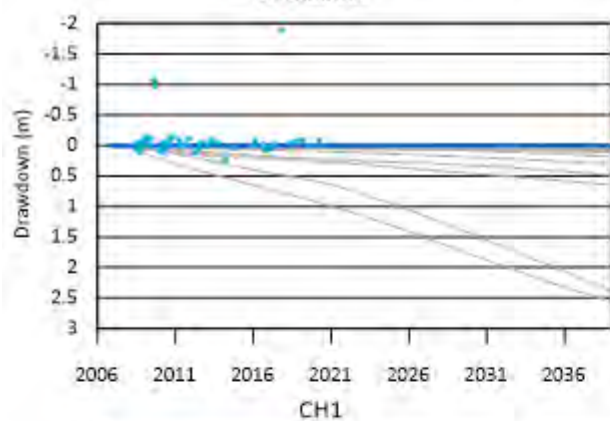
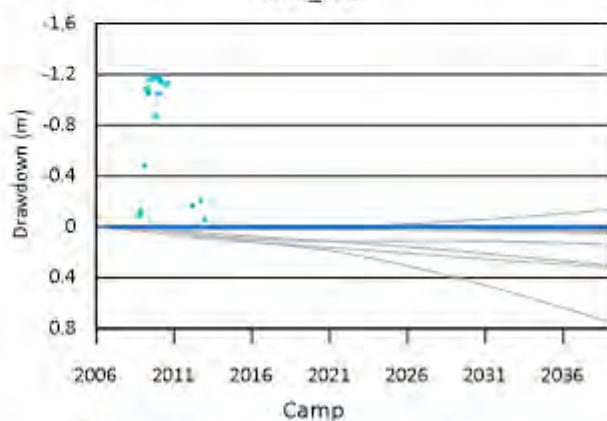
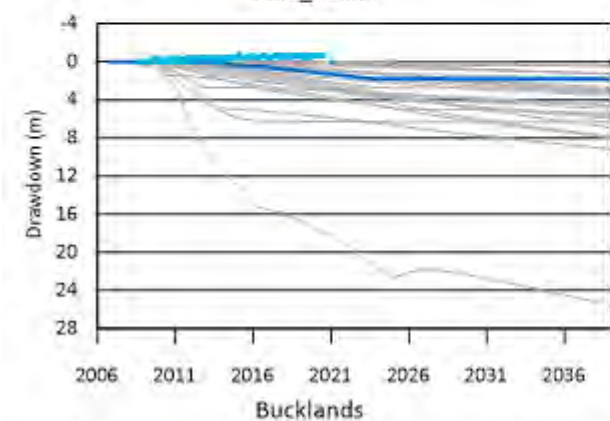
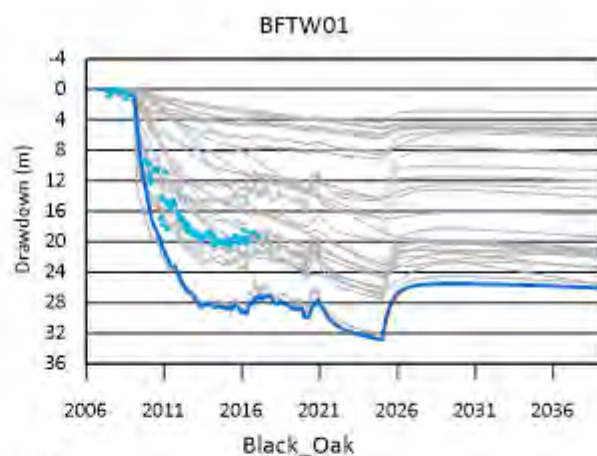
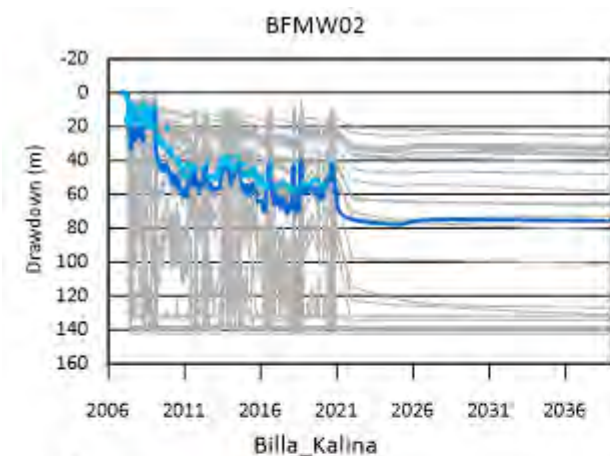
Figure E.4

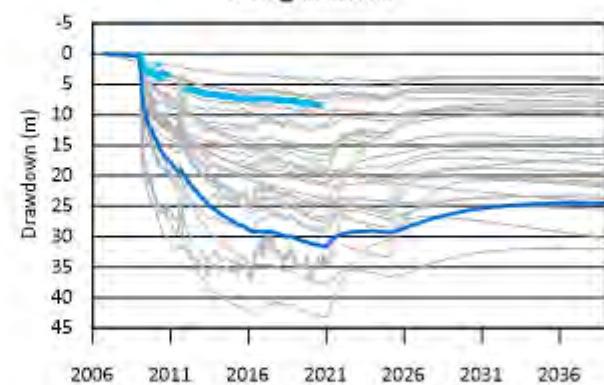
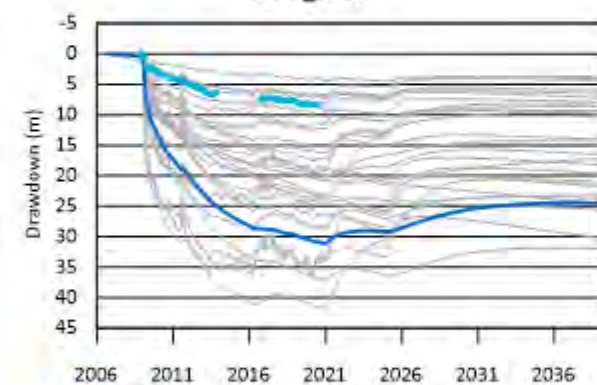
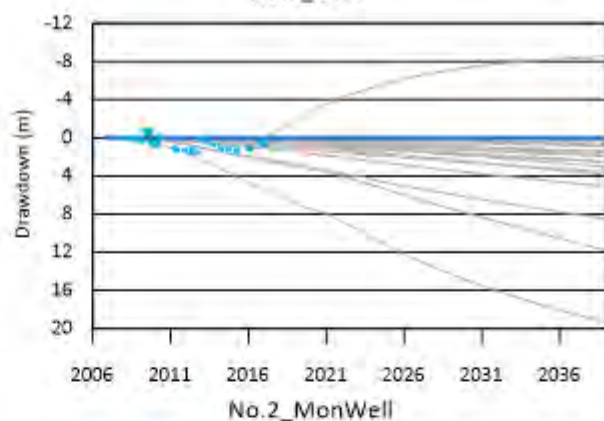
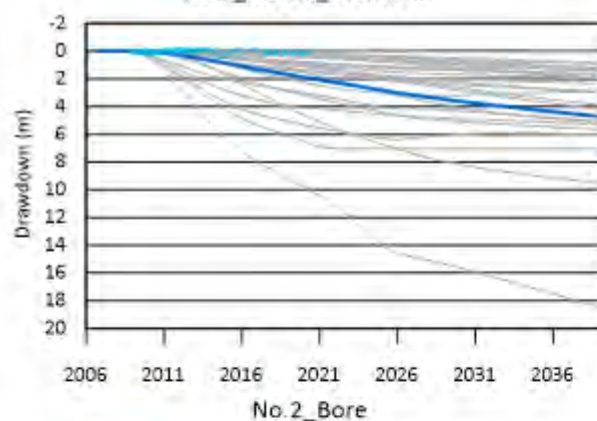
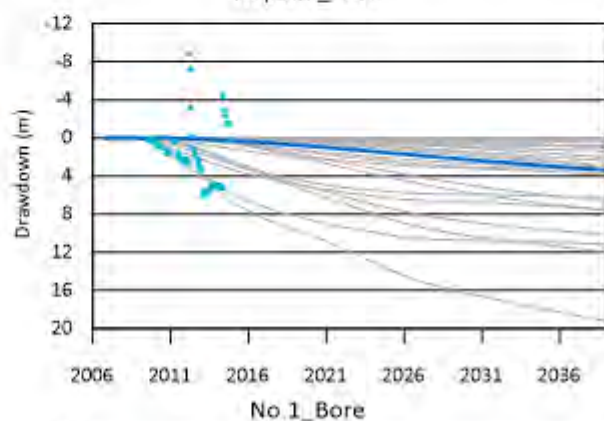
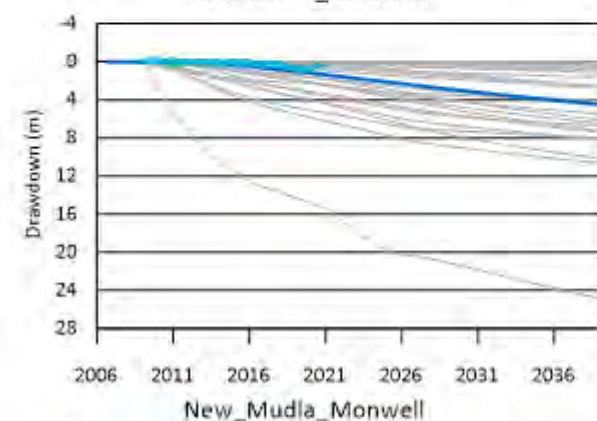
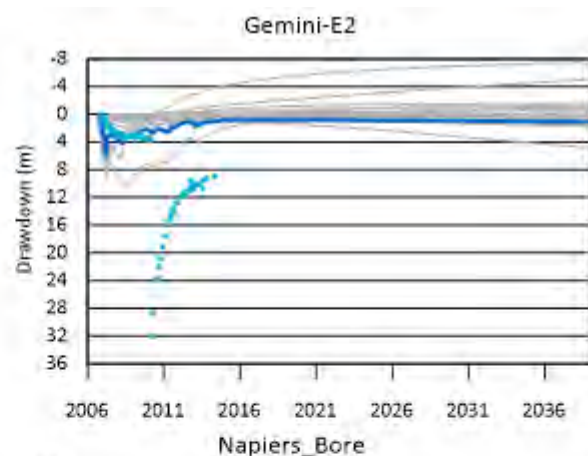
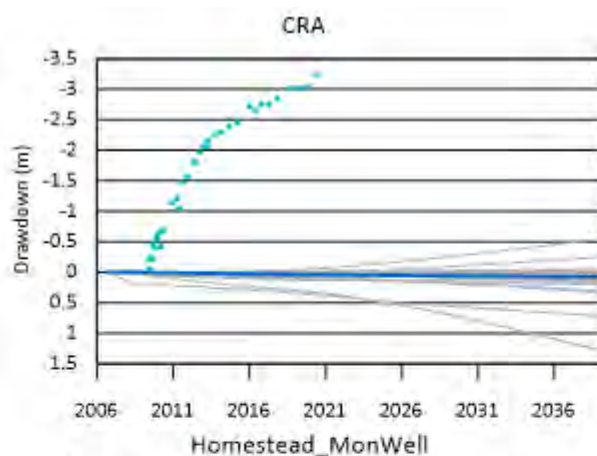


• Measured
— PHOX 12 ML/d
— Uncertainty runs

**Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine uncertainty analysis**

Figure E.5



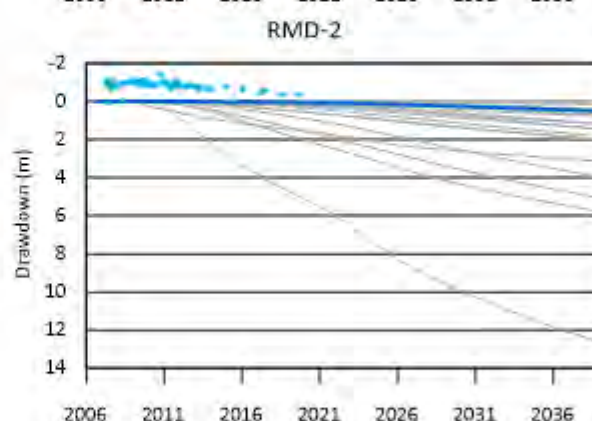
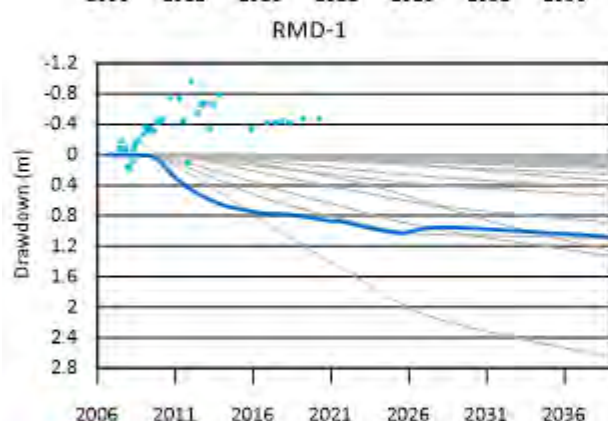
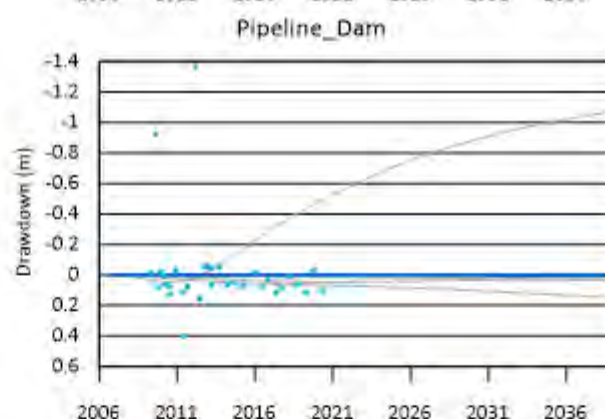
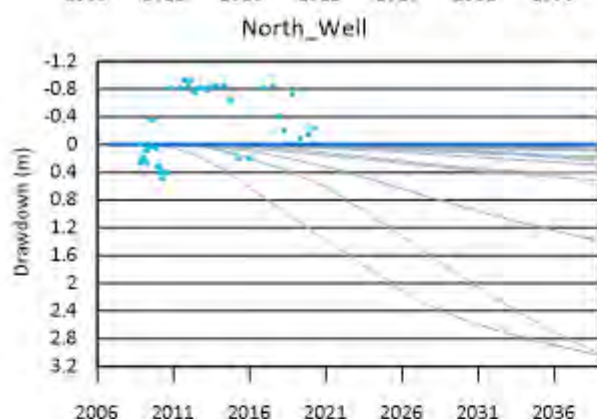
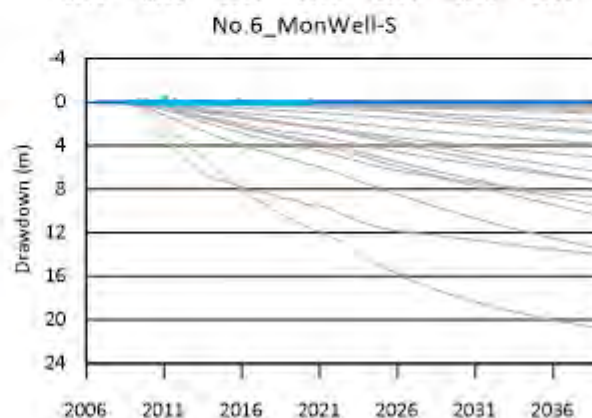
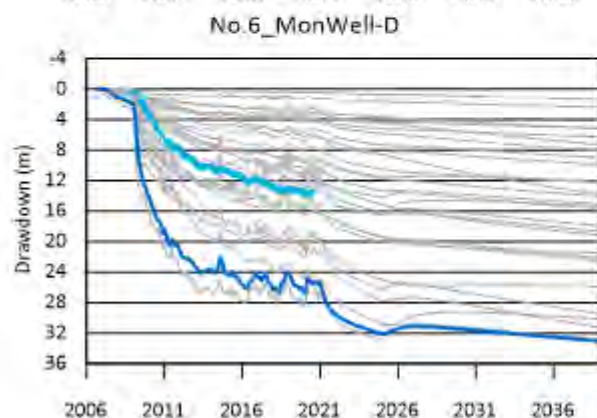
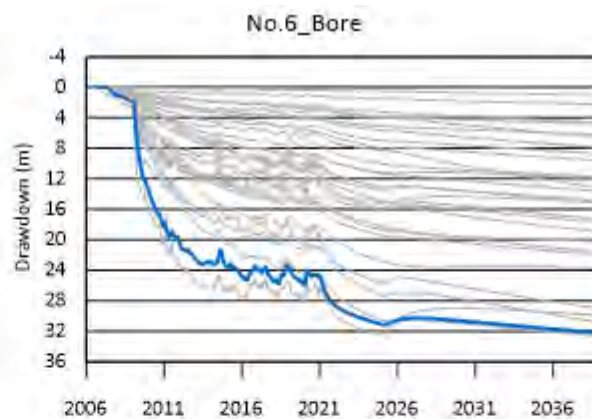
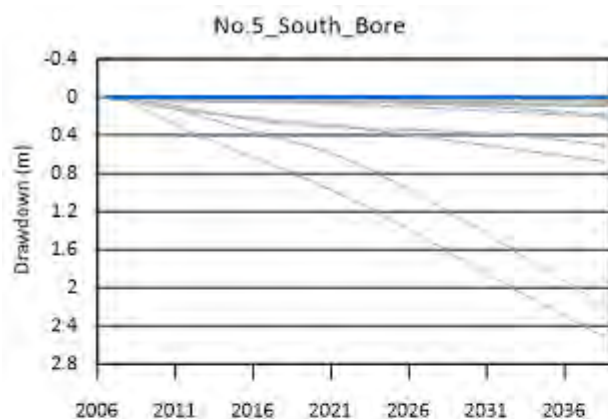


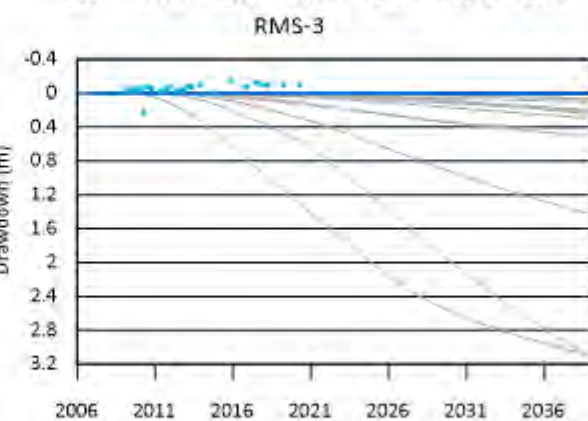
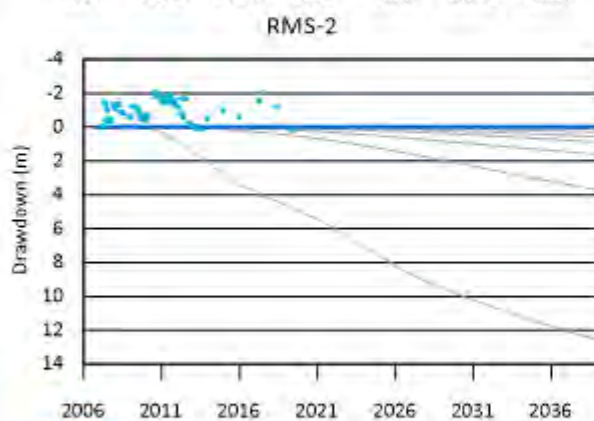
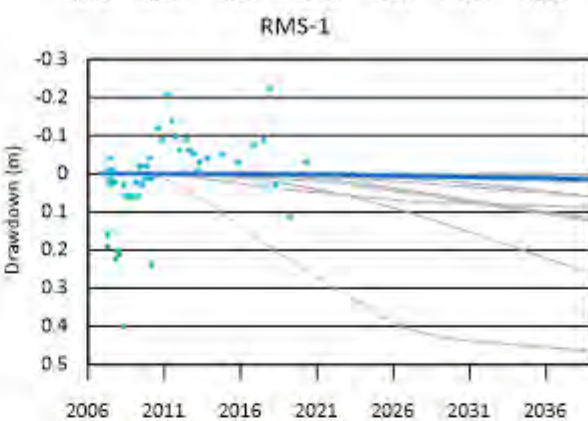
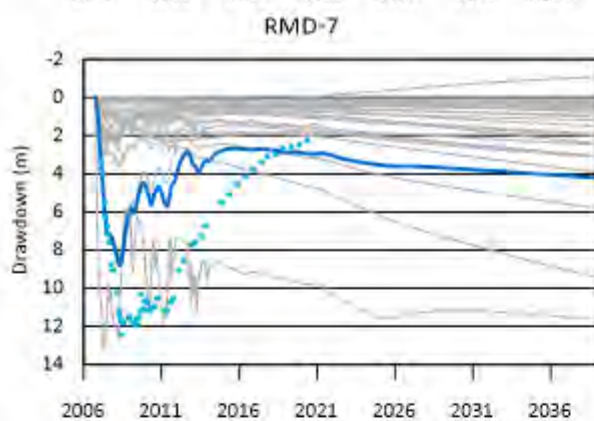
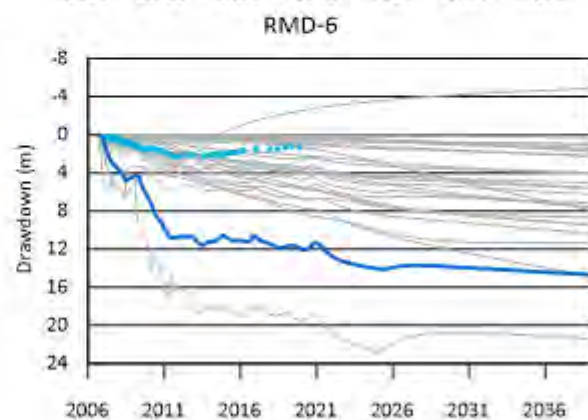
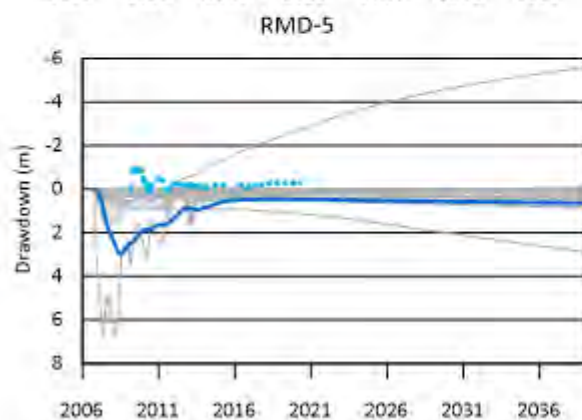
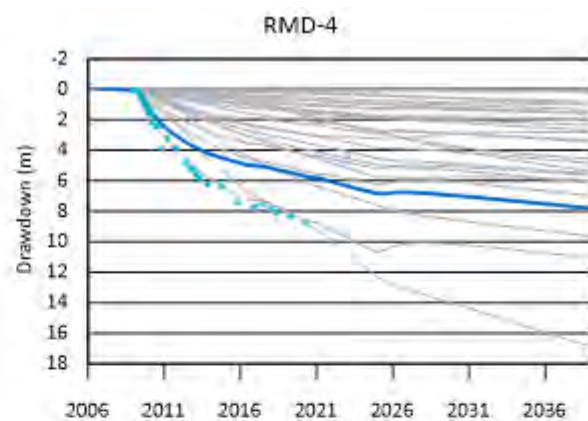
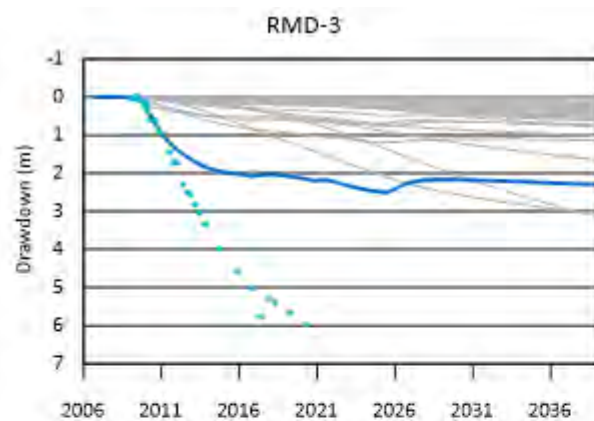
Measured
PHOX 12 ML/d

Uncertainty runs

Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine uncertainty analysis

Figure E.7

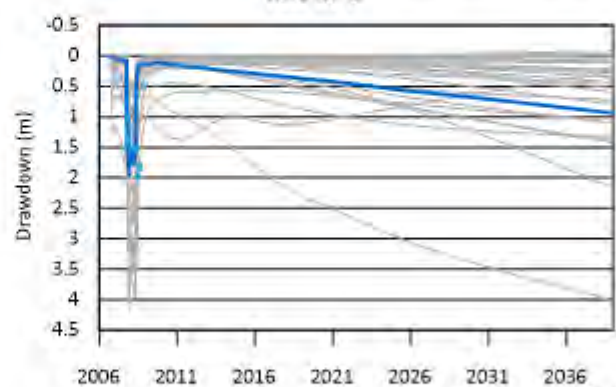
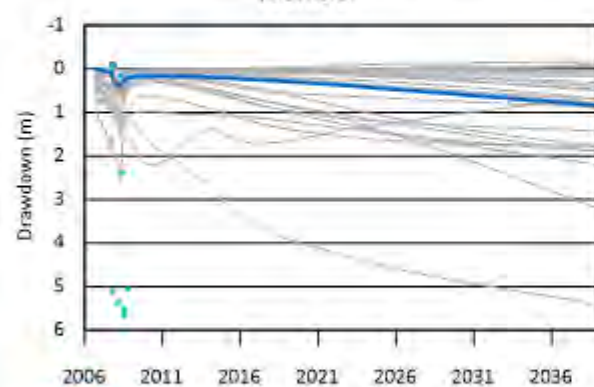
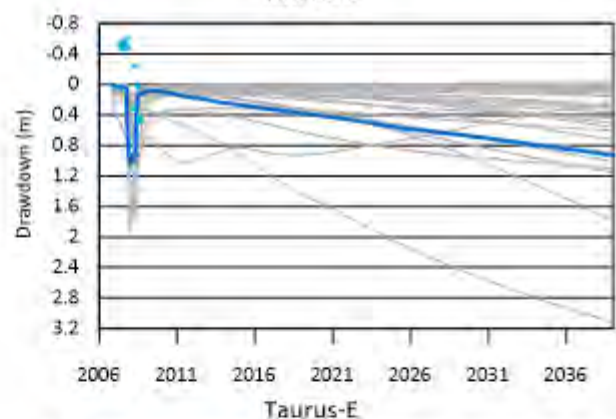
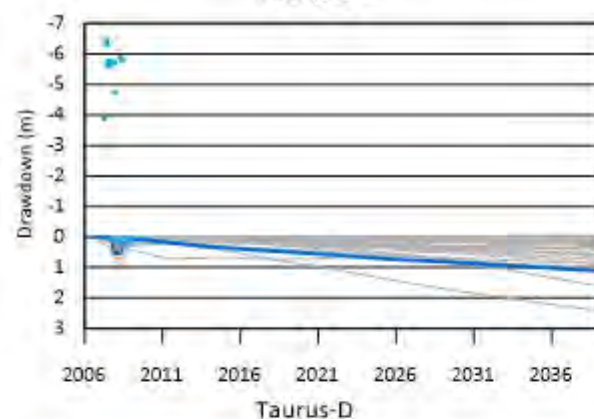
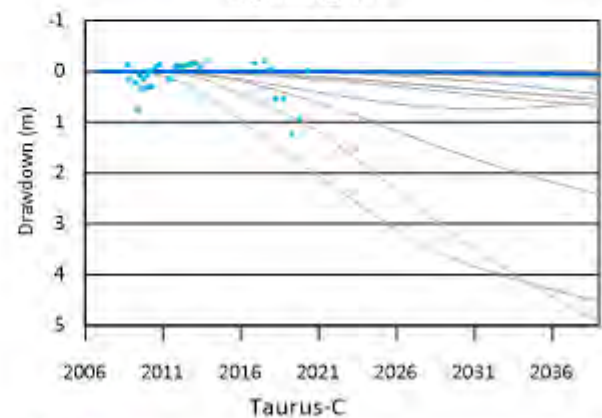
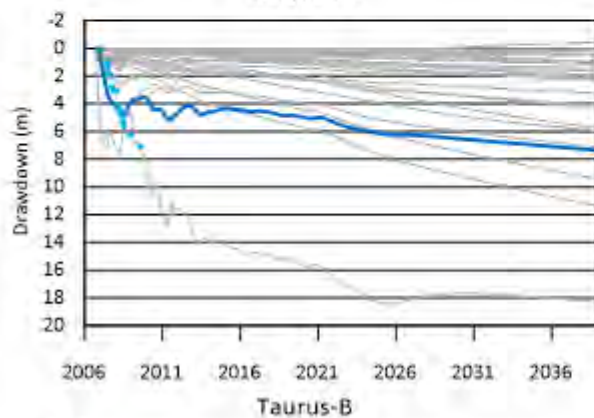
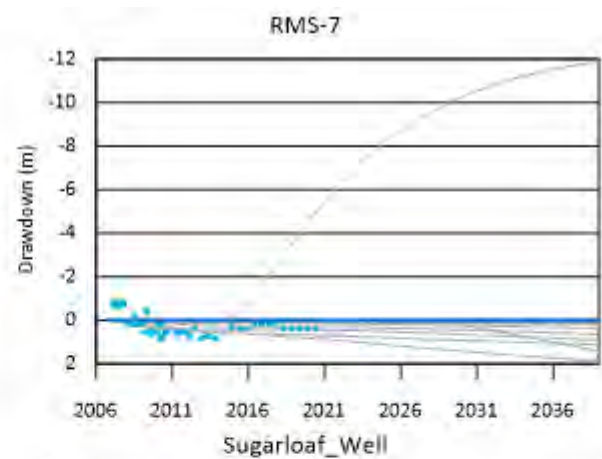
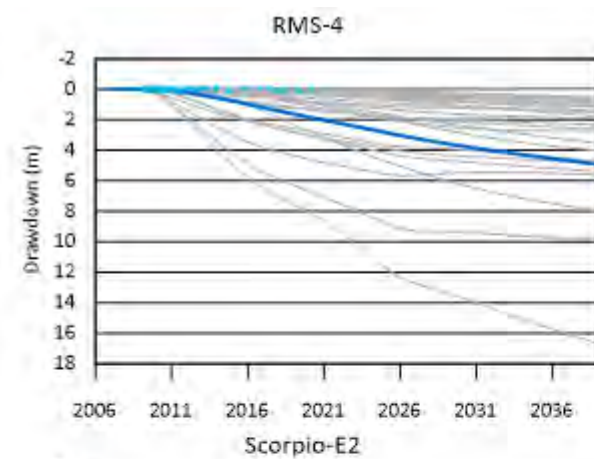




● Measured
— PHOX 12 ML/d
— Uncertainty runs

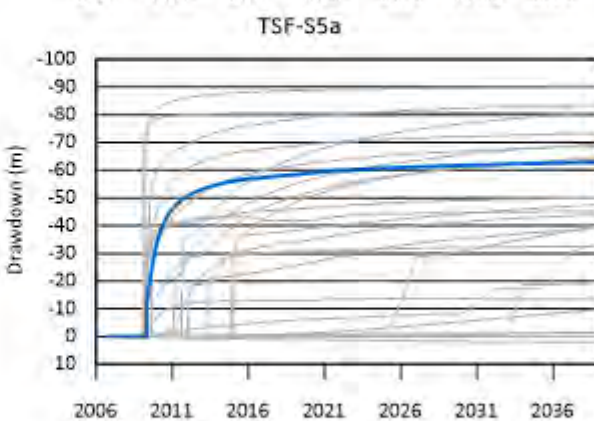
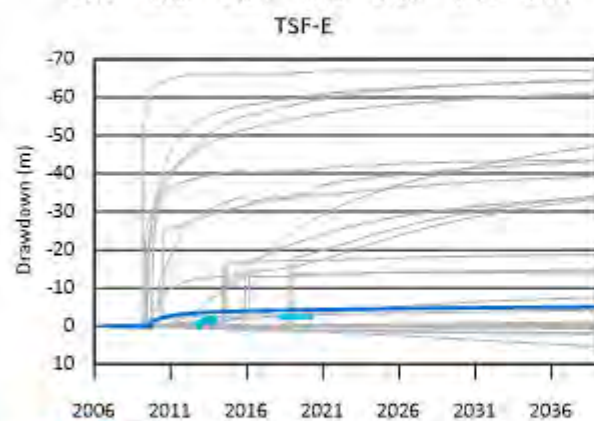
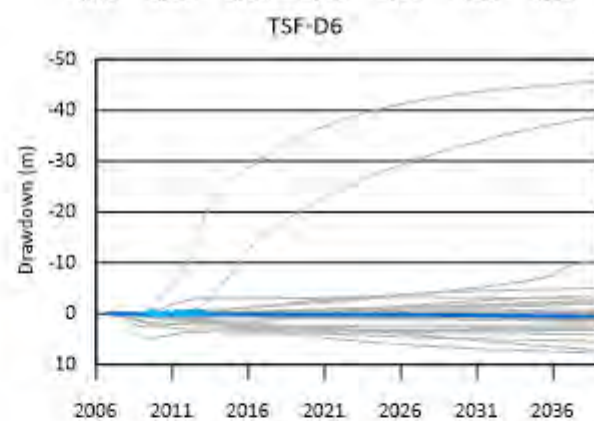
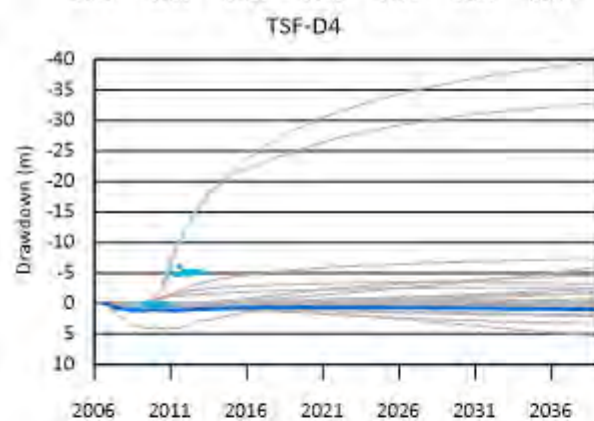
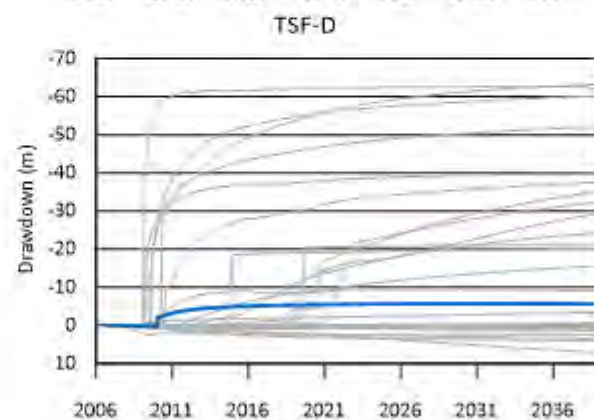
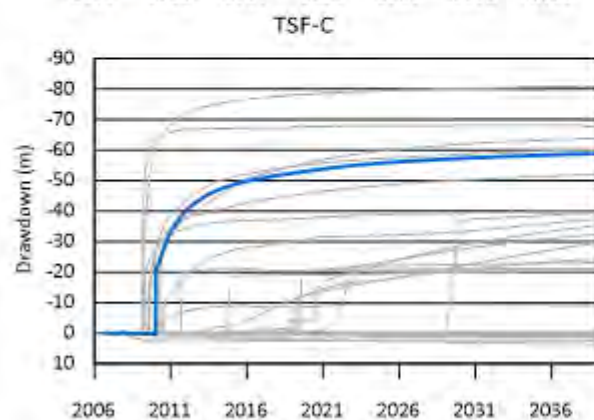
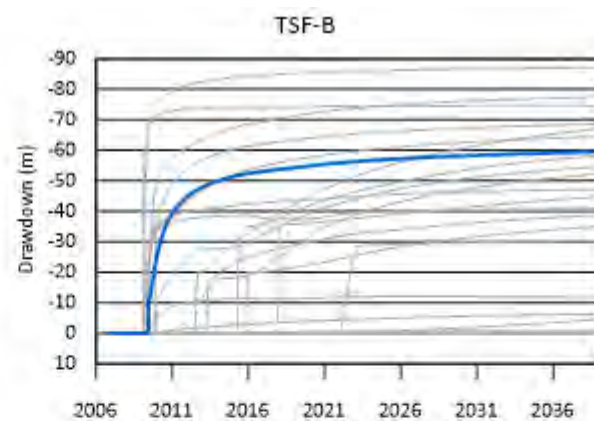
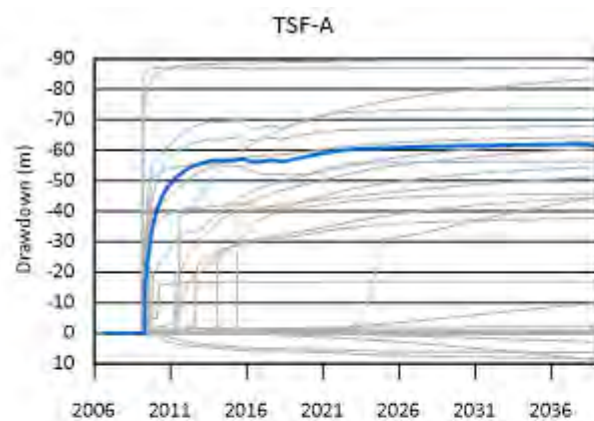
**Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine uncertainty analysis**

Figure E.9



Measured — uncertainty runs
PHOX 12 ML/d

**Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine uncertainty analysis**
Figure E.10

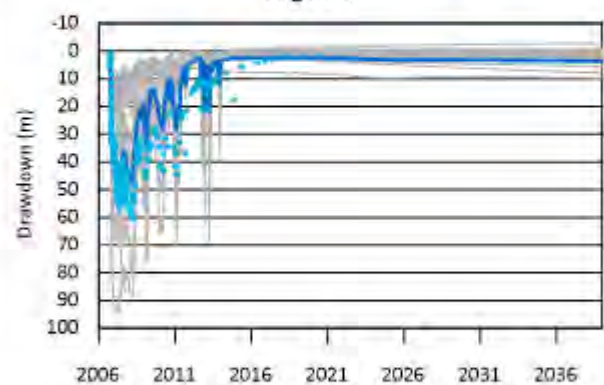
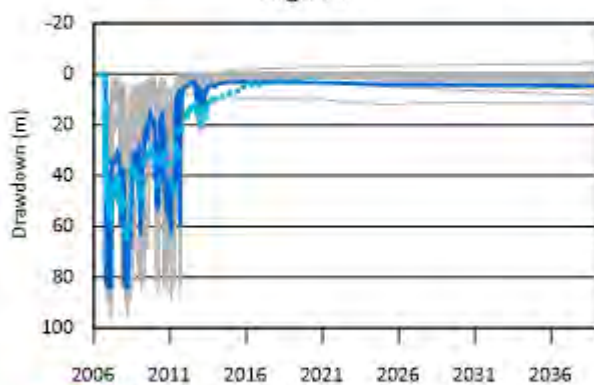
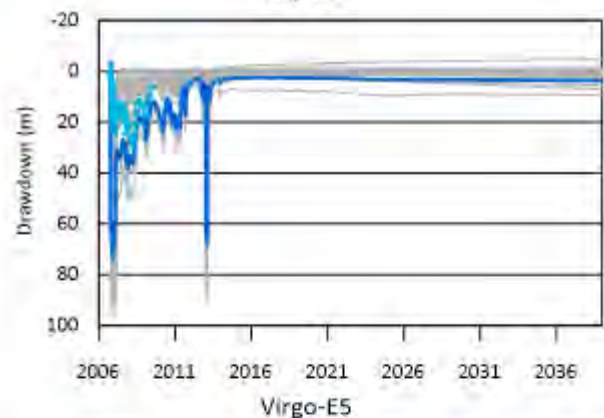
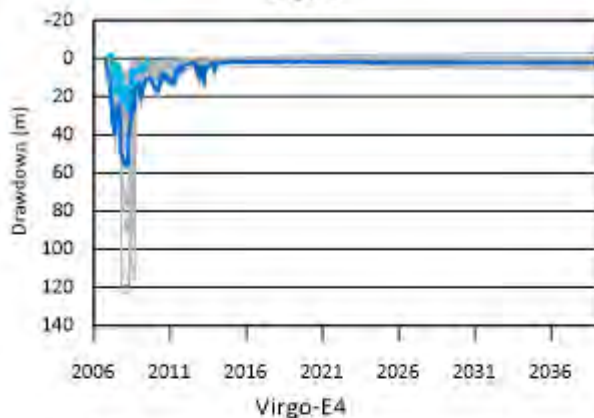
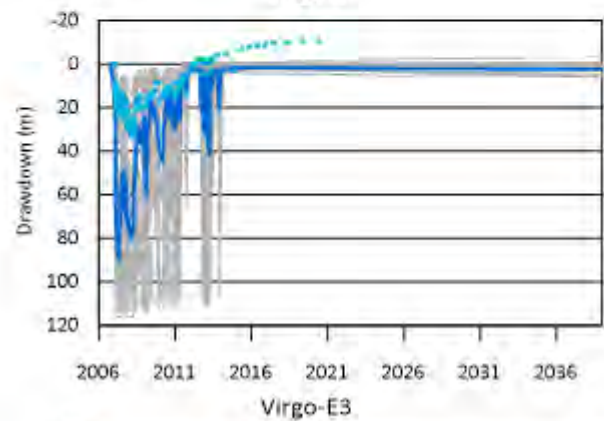
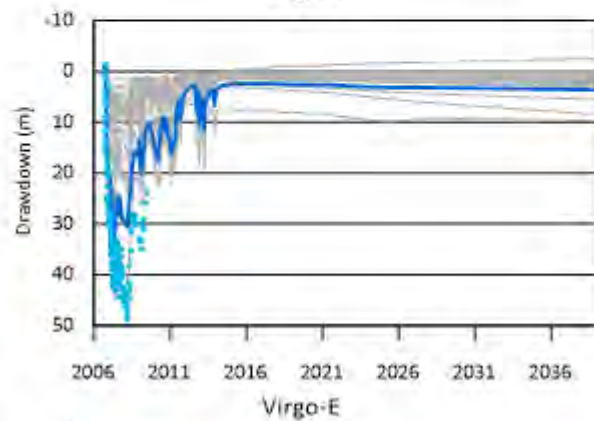
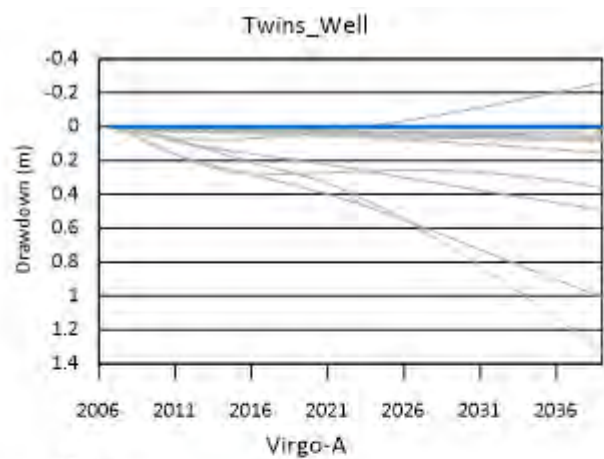
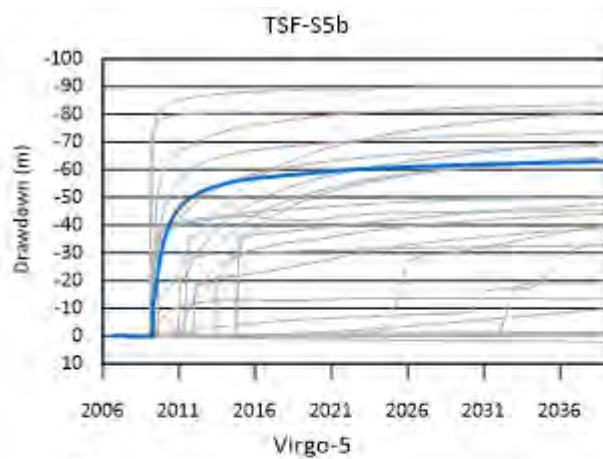


Measured
PHOX 12 ML/d

Uncertainty runs

Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine uncertainty analysis

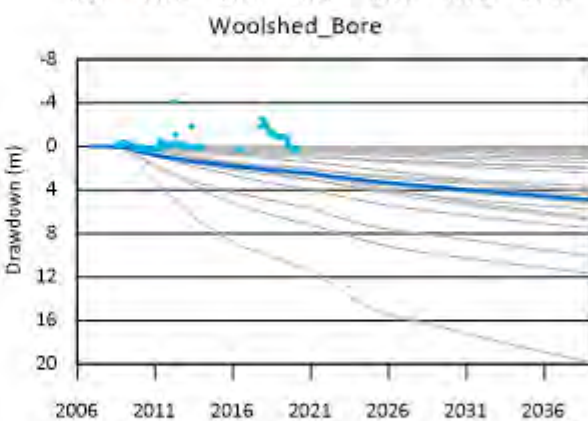
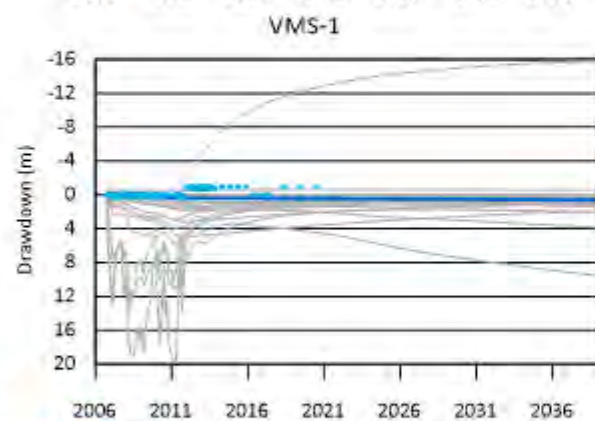
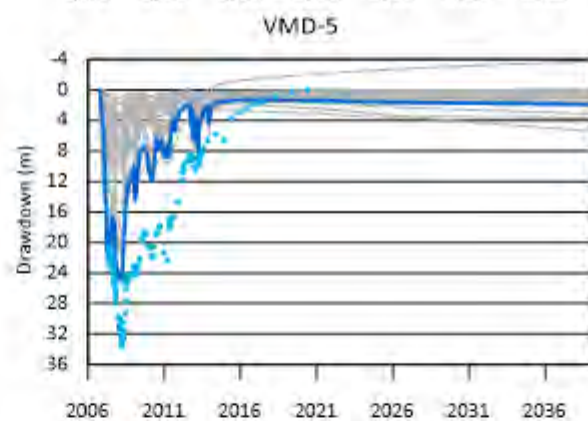
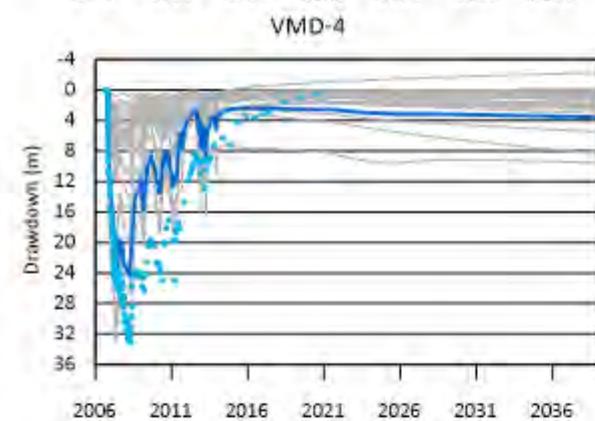
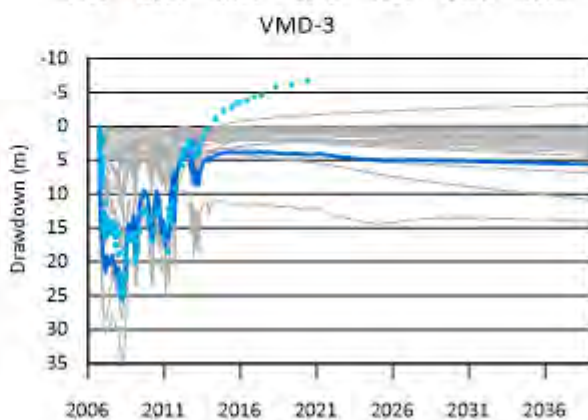
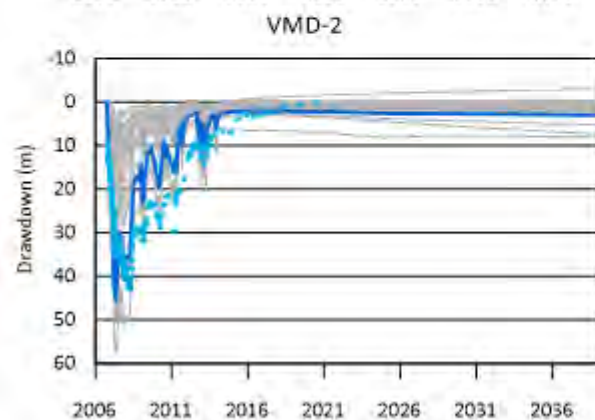
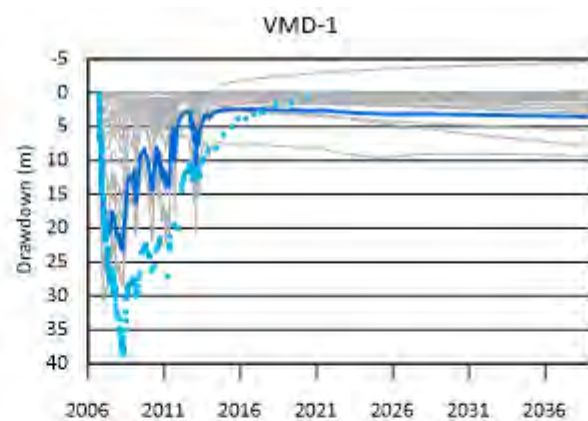
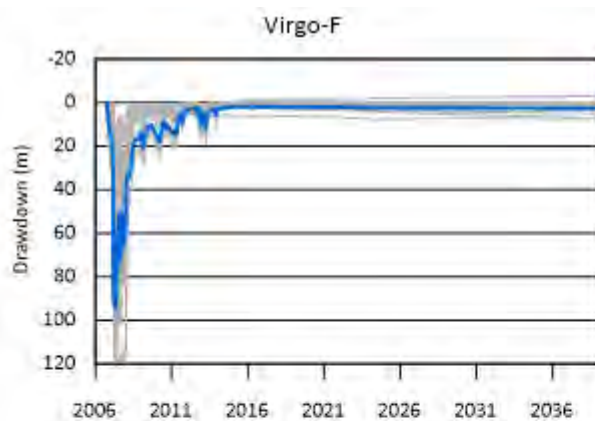
Figure E.11



Measured — Uncertainty runs
PHOX 12 ML/d

Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine uncertainty analysis

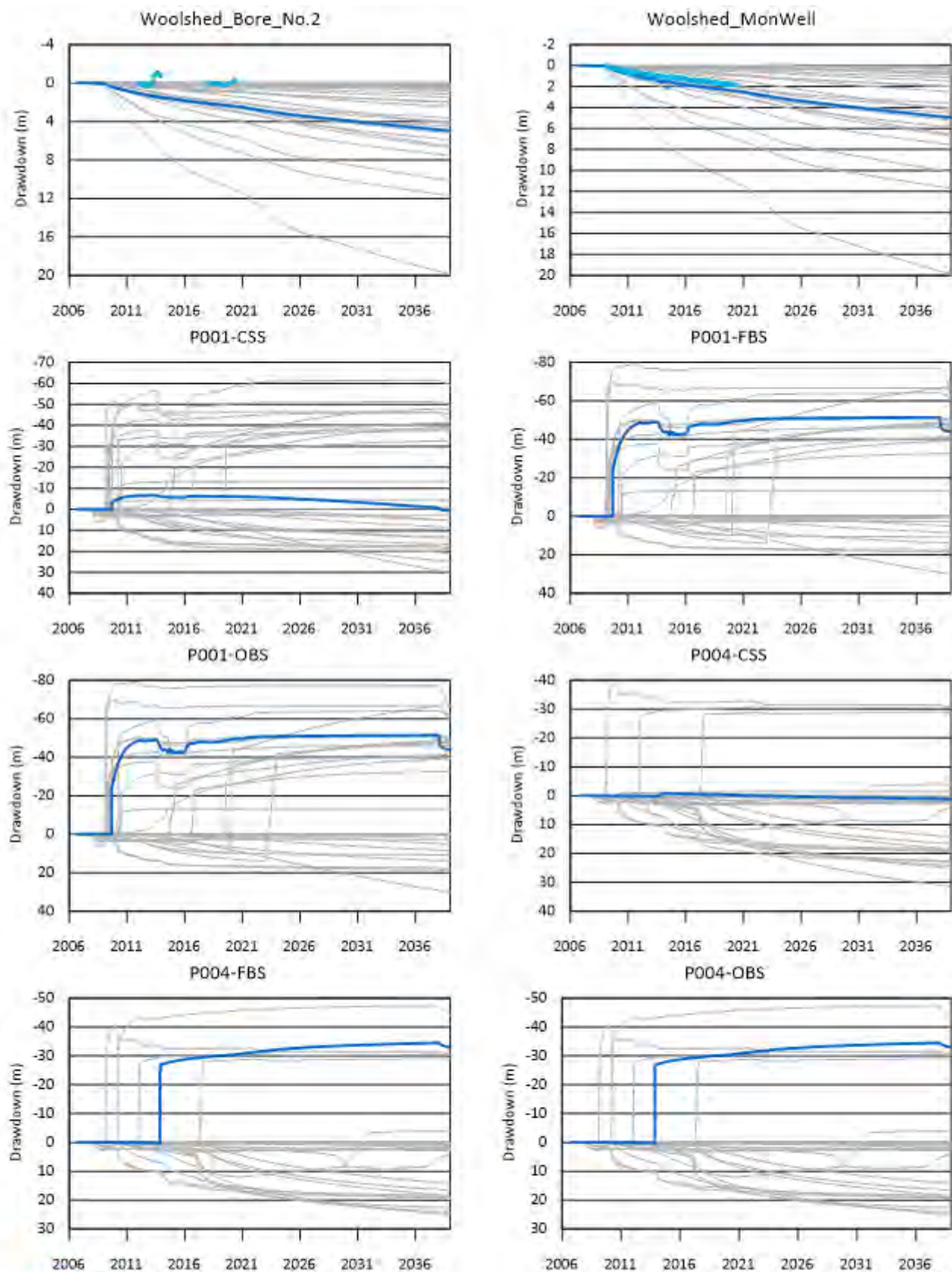
Figure E.12



Measured
PHOX 12 ML/d

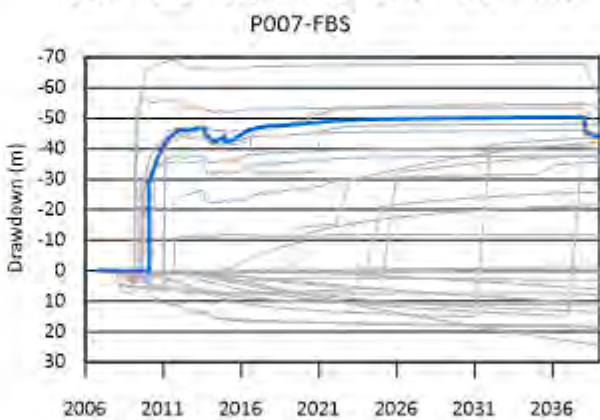
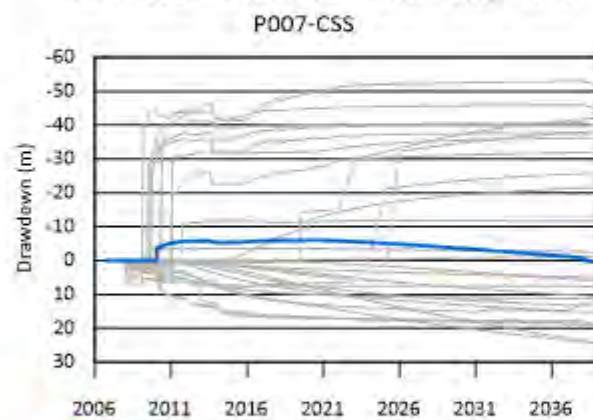
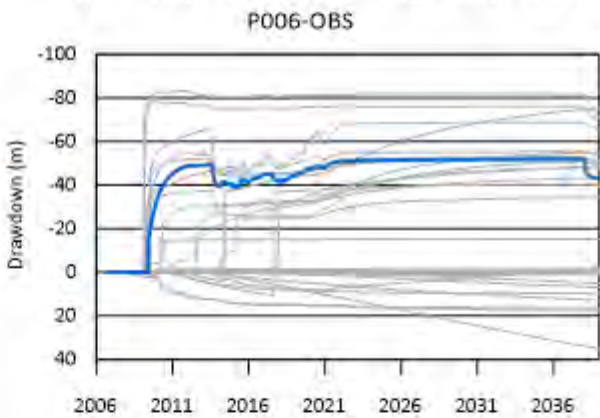
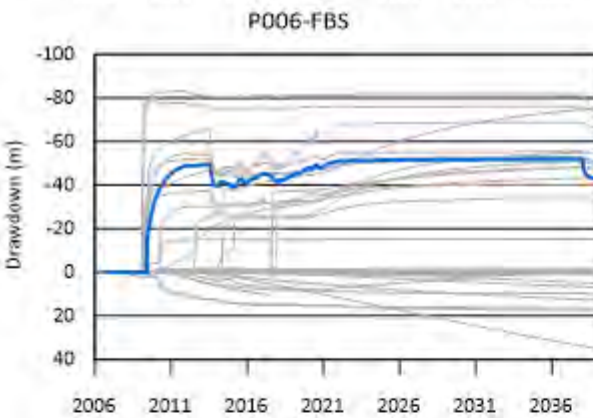
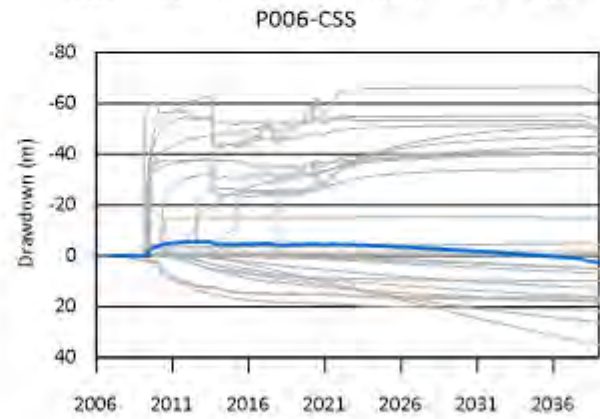
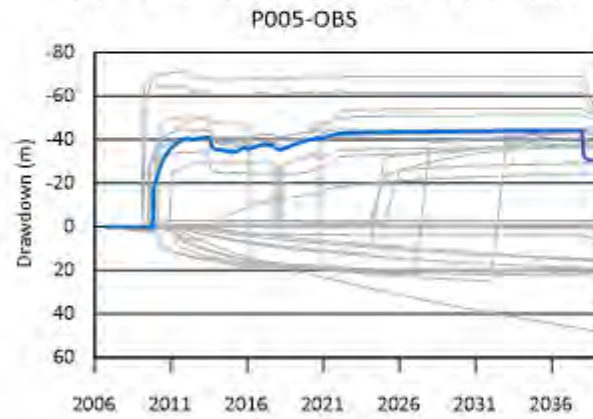
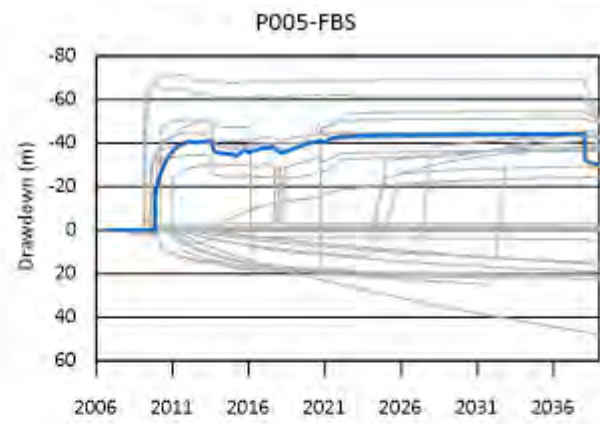
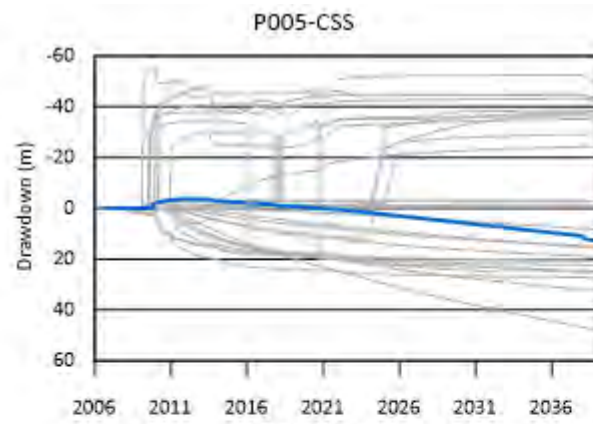
Uncertainty runs

**Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine uncertainty analysis**
Figure E.13



**Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine uncertainty analysis**

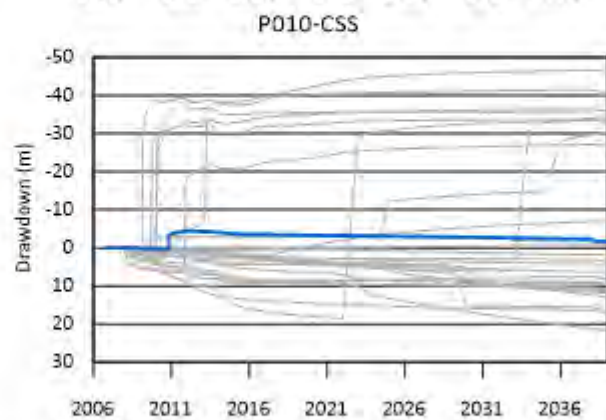
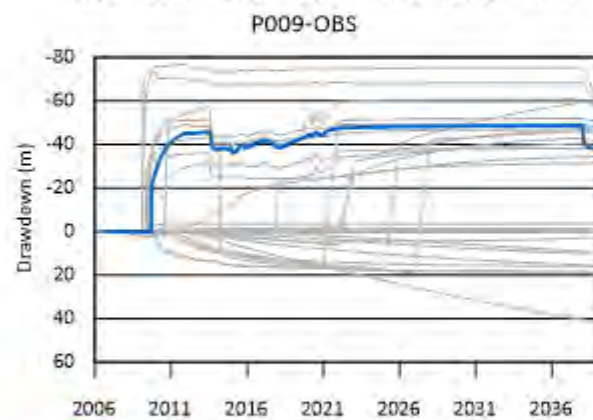
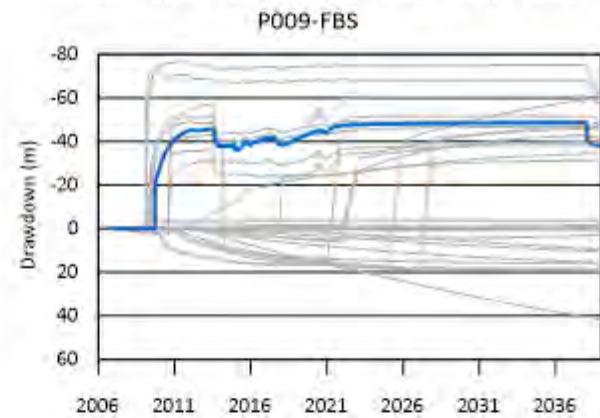
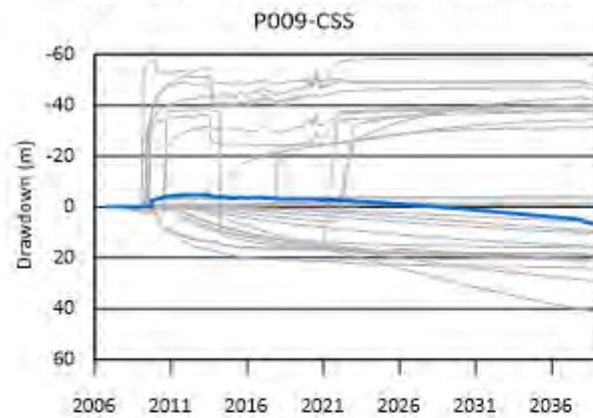
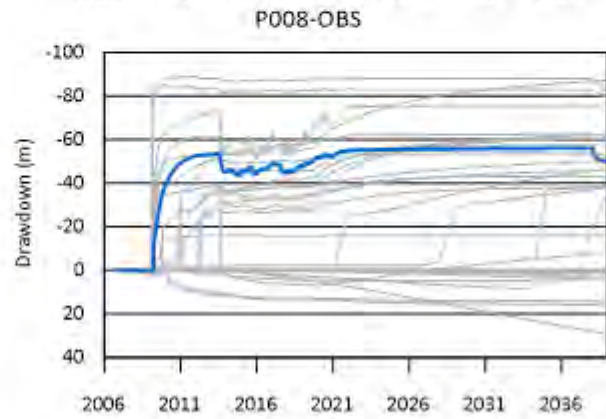
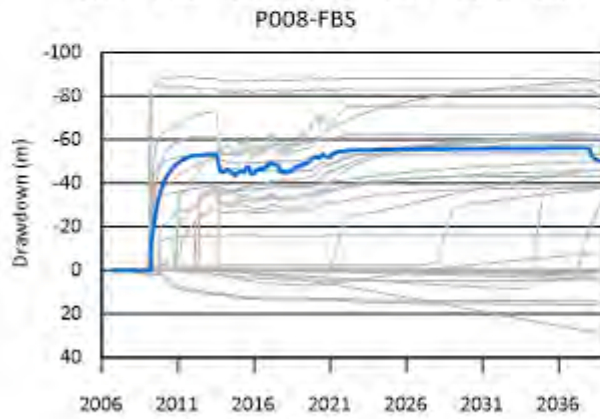
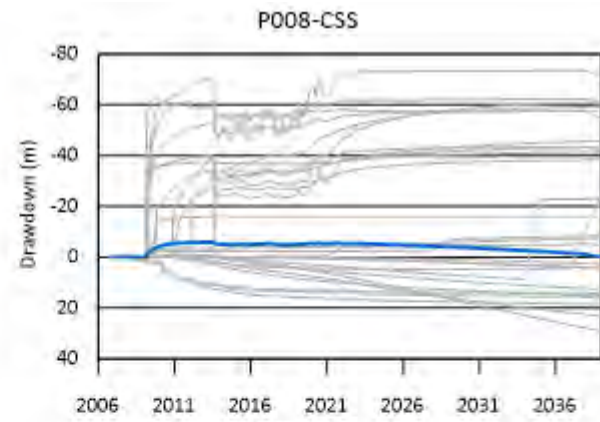
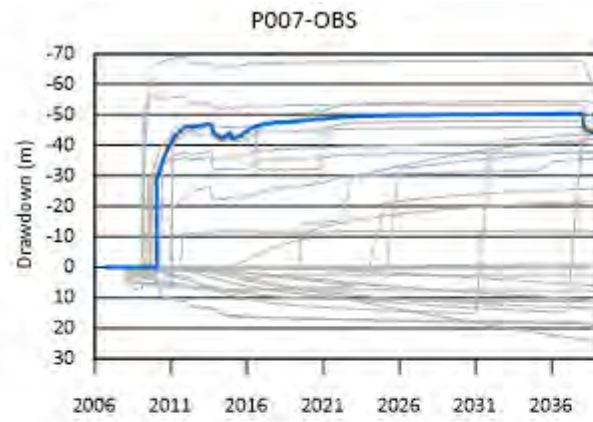
Figure E.14



— Measured
— PHOX 12 ML/d
— Uncertainty runs

**Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine uncertainty analysis**

Figure E.15

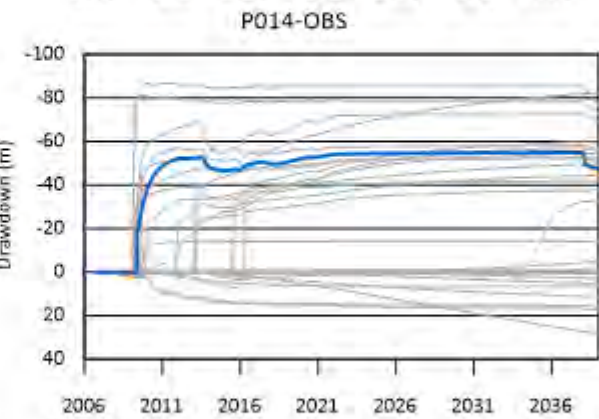
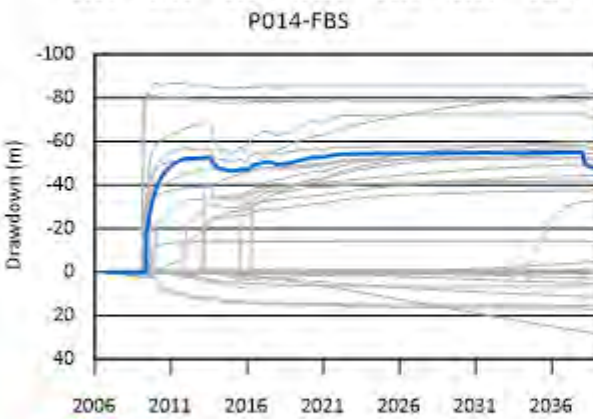
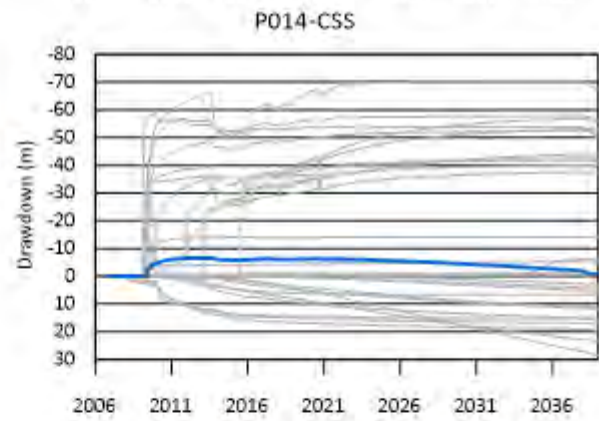
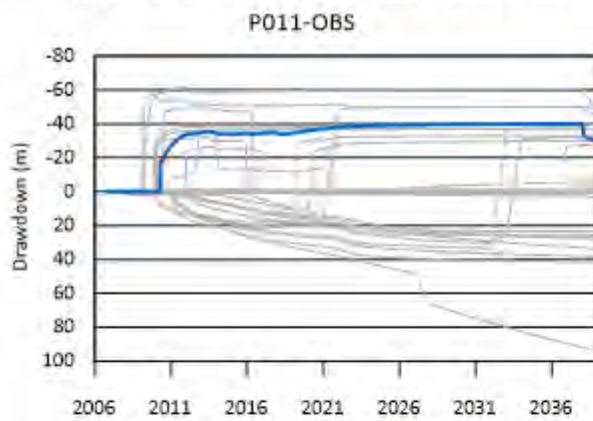
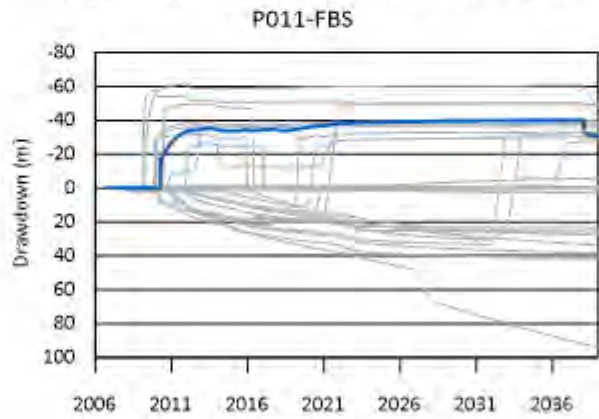
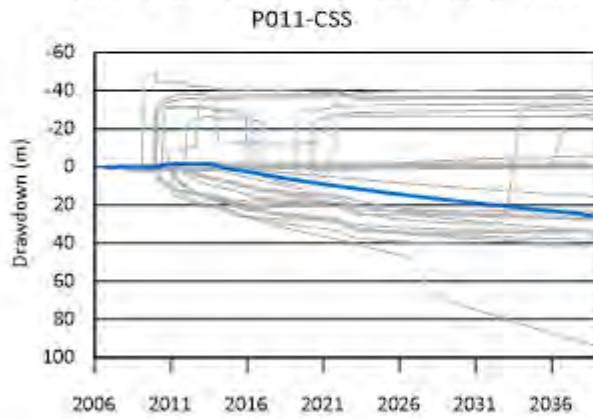
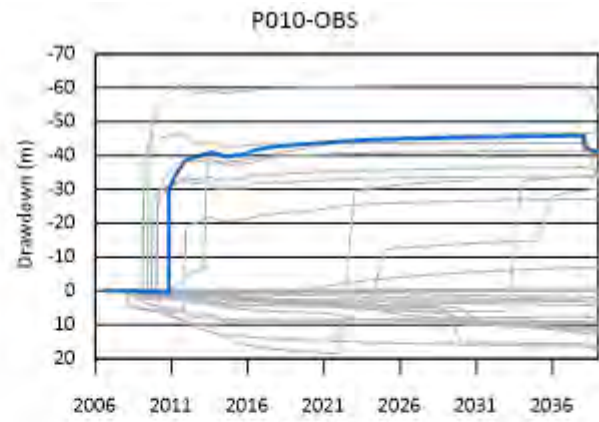
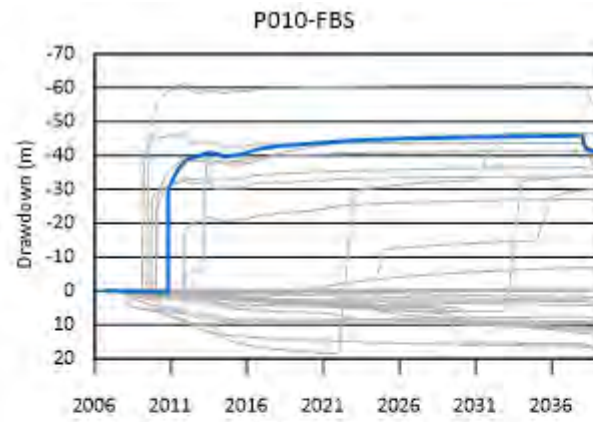


--- Measured
— PHOX 12 ML/d

— Uncertainty runs

**Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine uncertainty analysis**

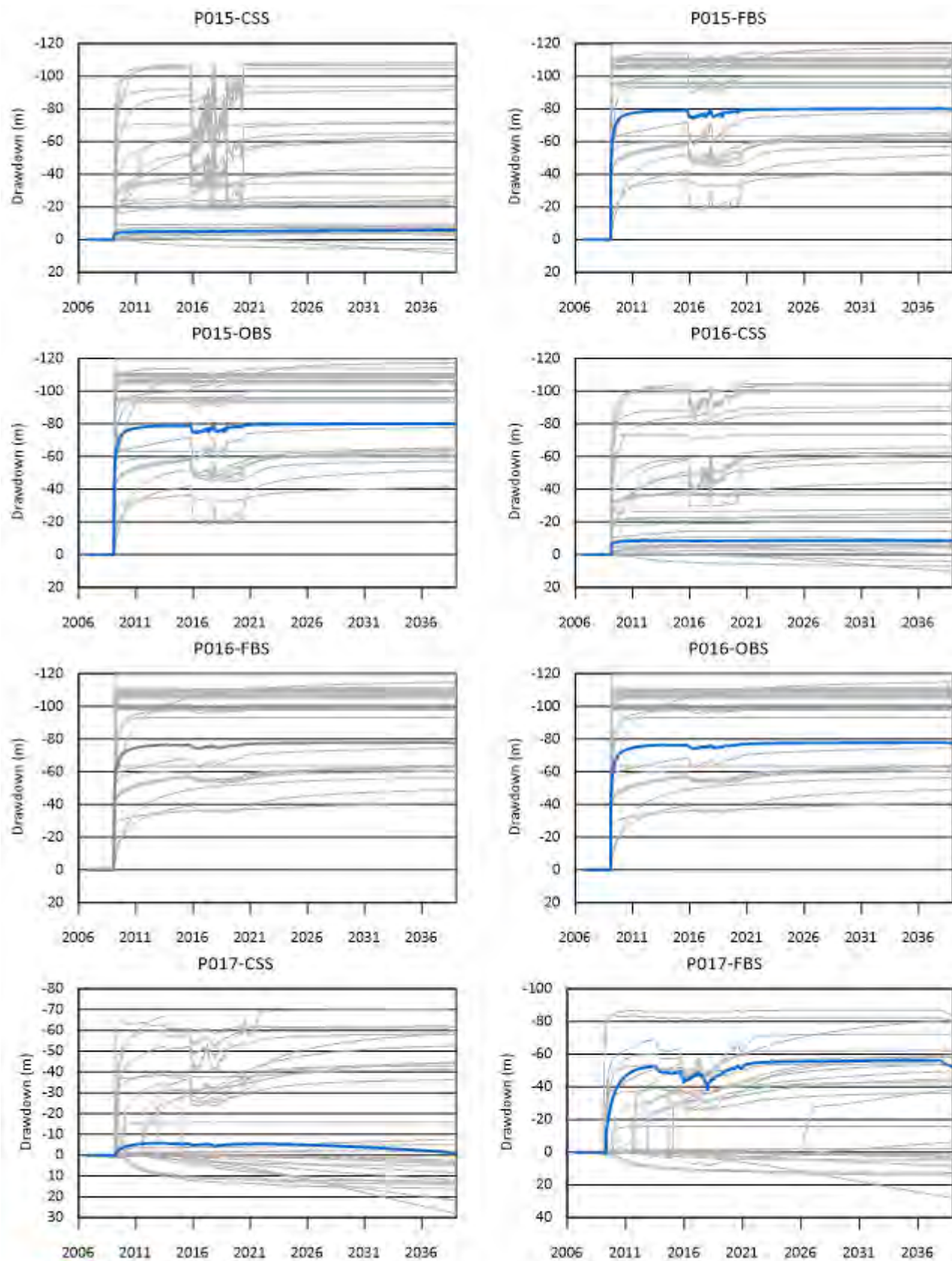
Figure E.16



Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine uncertainty analysis

Figure E.17

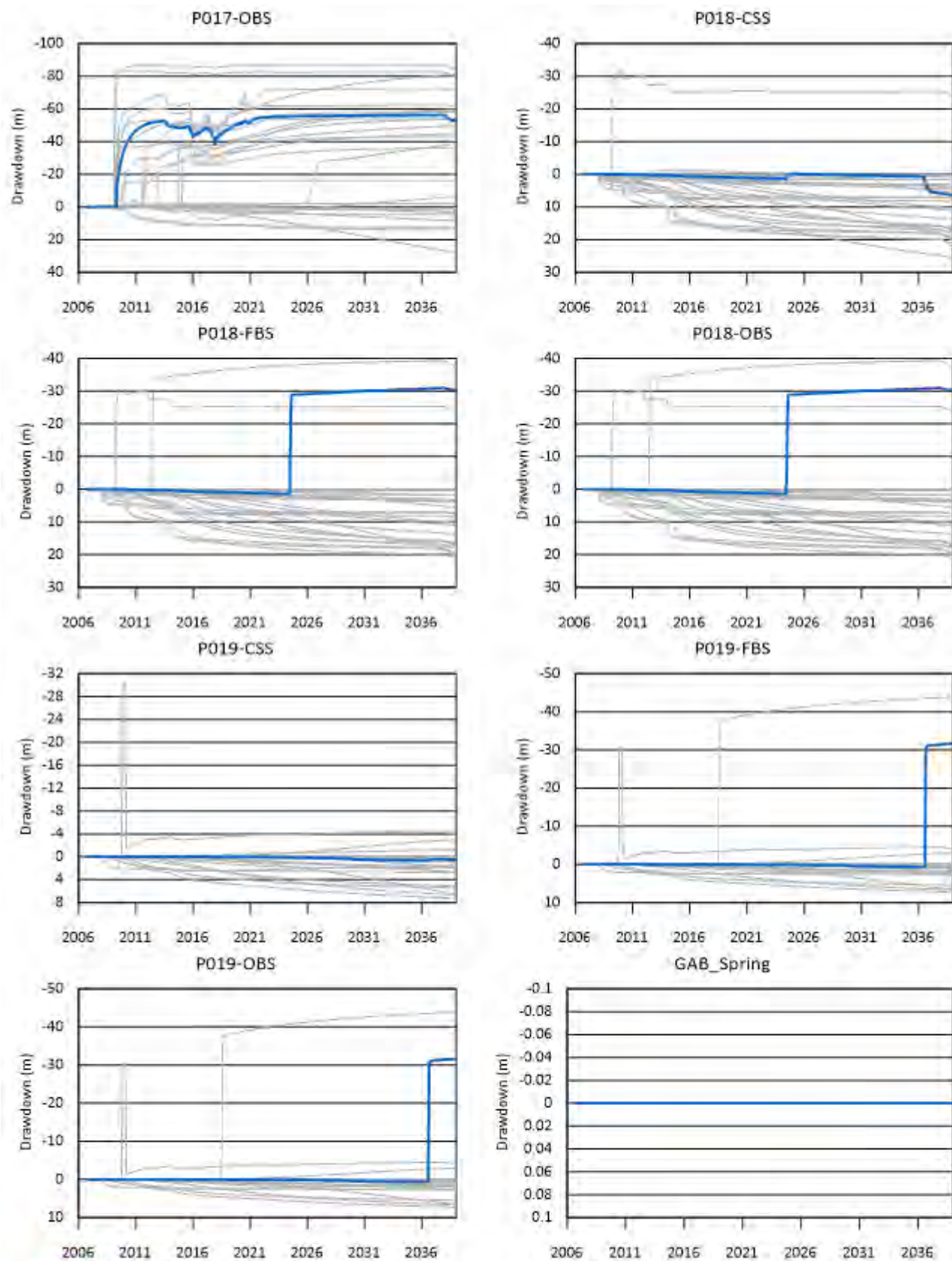
Measured
 PHOX 12 ML/d
 Uncertainty runs



Measured — Uncertainty runs
 PHOX 12 ML/d

**Prominent Hill Expansion Groundwater Modelling
 Hydrographs: life of mine uncertainty analysis**

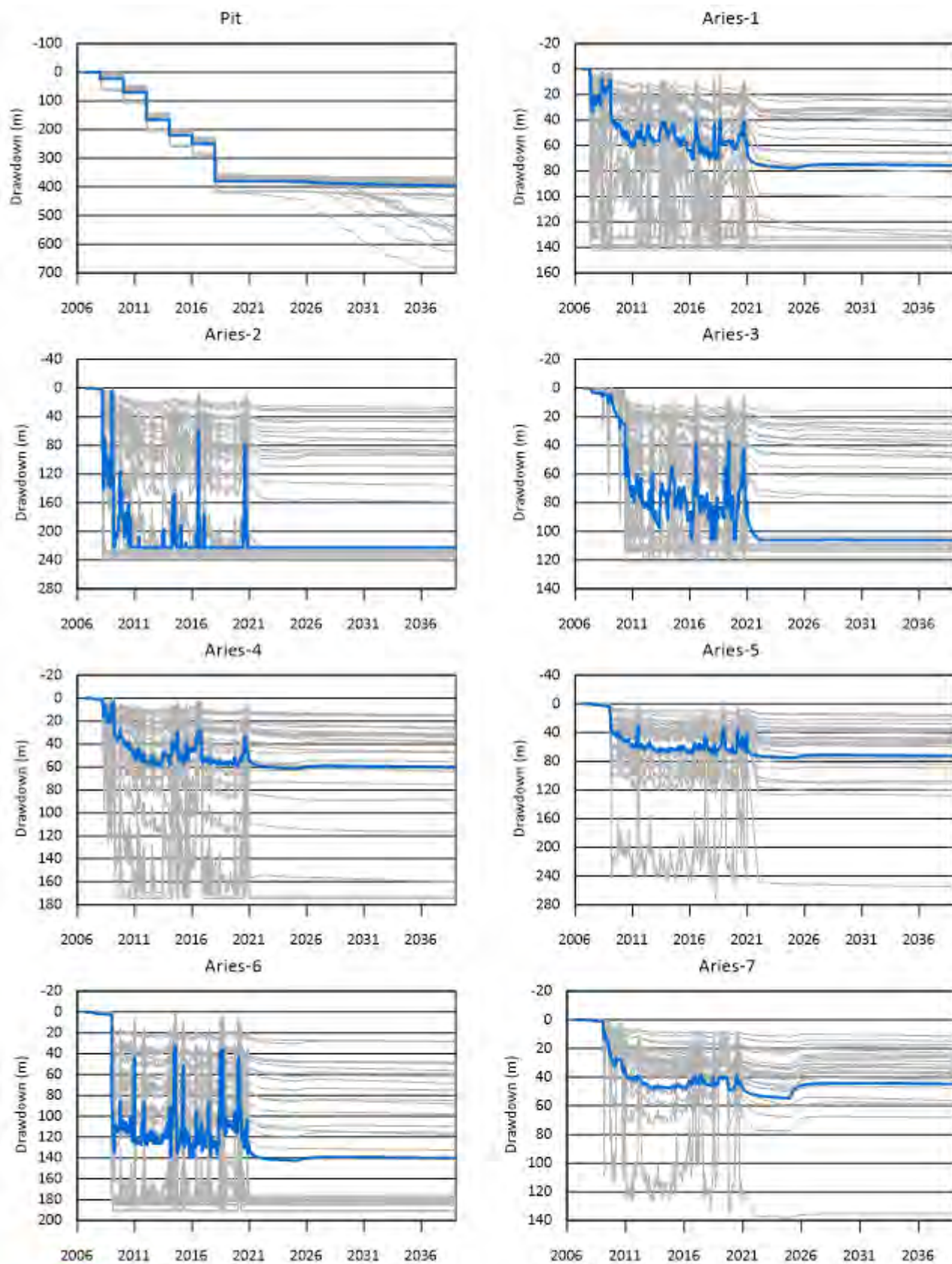
Figure E.18



● Measured
 — PHOX 12 Ml/d
 — Uncertainty runs

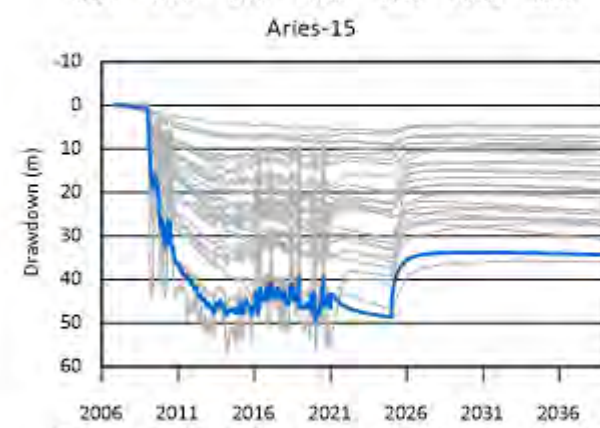
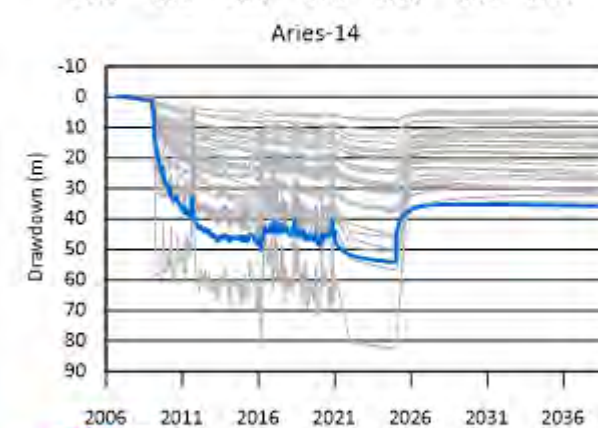
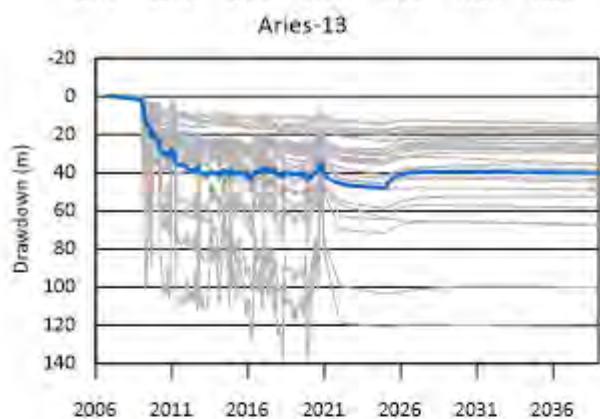
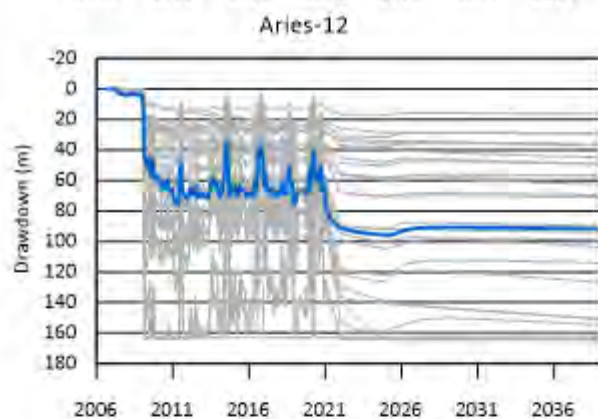
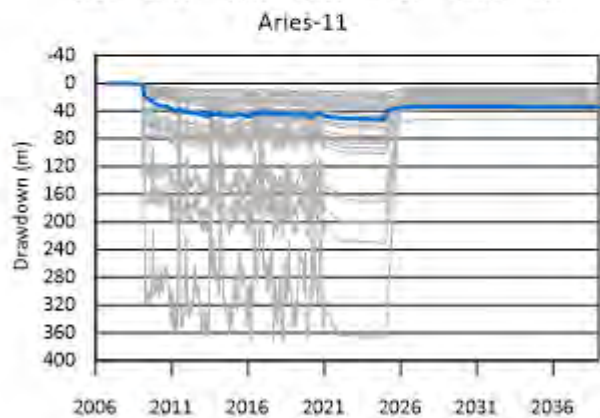
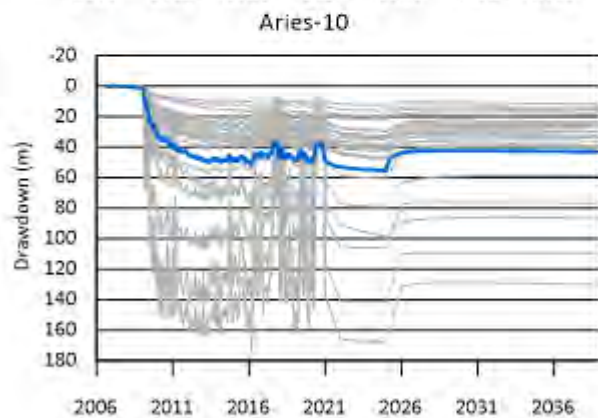
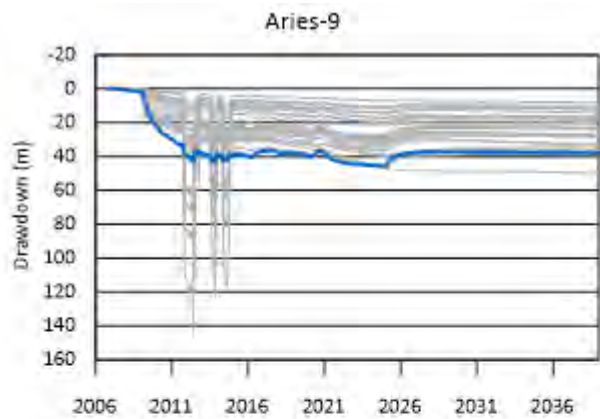
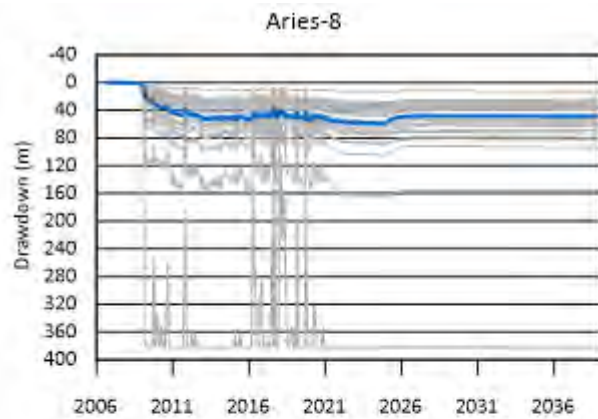
**Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine uncertainty analysis**

Figure E.19



- - - Measured
 — PHOX 12 ML/d
 — Uncertainty runs

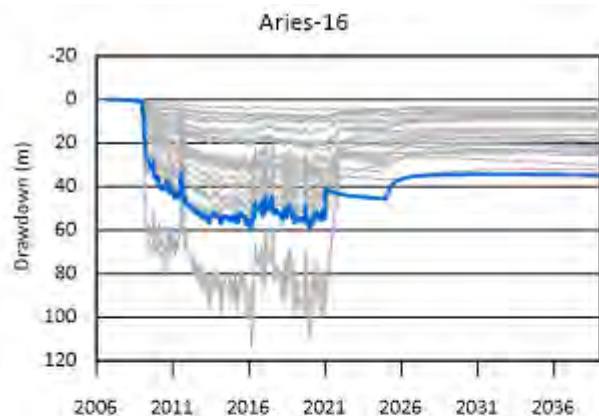
Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine uncertainty analysis
Figure E.20



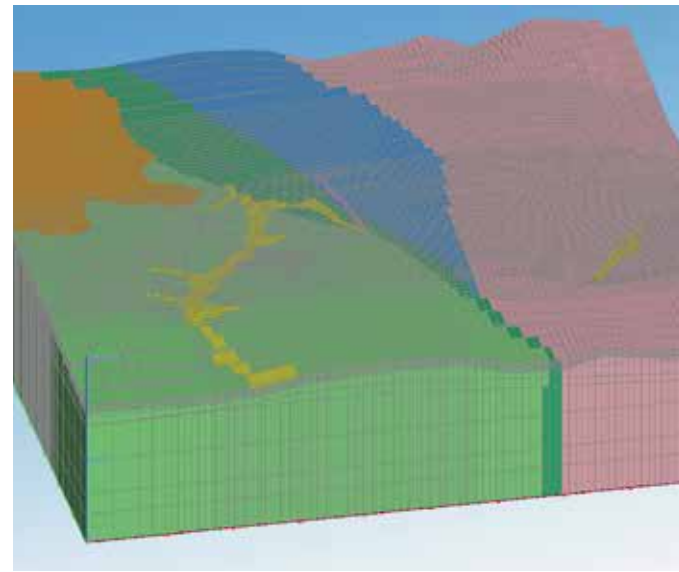
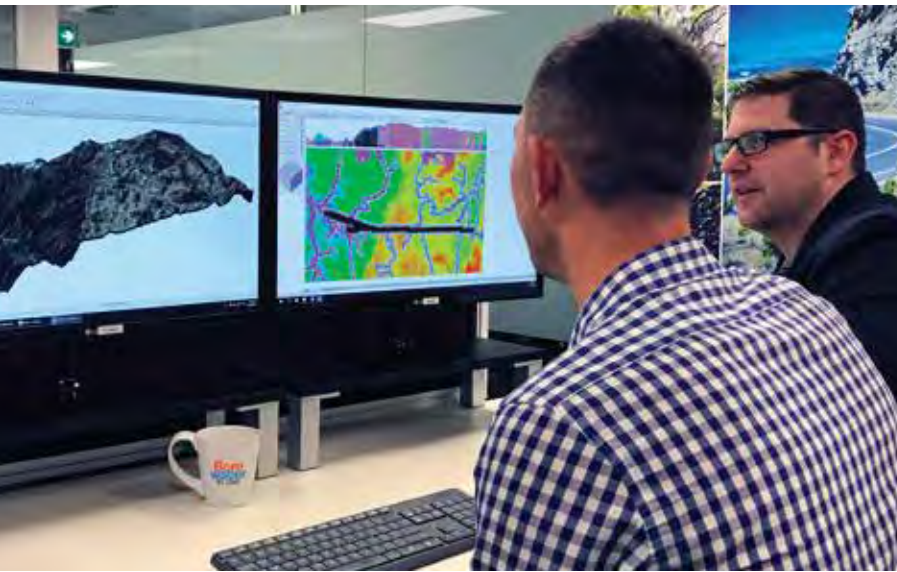
Measured — Uncertainty runs
PHOX 12 ML/d

Prominent Hill Expansion Groundwater Modelling
Hydrographs: life of mine uncertainty analysis

Figure E.21







BHP