



Government
of South Australia

Mining Act 1971

LEASE DOCUMENT

LEASE HOLDER Clay & Mineral Sales Pty Ltd (ACN 007 572 787)

CLASS OF LEASE Extractive Minerals Lease

LEASE NUMBER EML 6409

COMMENCEMENT DATE 5 February 2013

TERM OF LEASE Twenty one (21) years

EXPIRY DATE 4 February 2034

MINERAL(S) Extractive Minerals (Sand)

AREA OF LEASE 22.61 hectares

RevenueSA - Stamp Duty - ABN 19 040 349 865 ©	
RevNetID/PR/ Bundle No.:	EX131793977
Orig/Copy _____ of/with _____ copies	1
Consideration/Value/Security: \$	0
SA Proportion (if applicable): \$	0
SD: \$	0
LTO Fees: \$	0
Int: \$	0
Pen/Add Tax: \$	0
Signature: _____	Date: 16/02/14

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1 Details of Grant of Extractive Minerals Lease

On 5 February 2013 the Minister granted this Extractive Minerals Lease:

- (a) Under section 34 of the Act;
- (b) To Clay & Mineral Sales Pty Ltd (ACN 007 572 787);
- (c) For the purpose of recovering of the Extractive Mineral(s) described in the First Schedule;
- (d) Pursuant to the terms and conditions prescribed by the *Mining Act 1971* and the *Mining Regulations 2011*;
- (e) Subject to the Additional Terms and Conditions which are specified in the First and Second Schedules.

This Extractive Minerals Lease is numbered EML 6409.

2 Terms and conditions required by the Act to be specified in the Extractive Minerals Lease

2.1 Description of the Land

This Extractive Minerals Lease is granted over an area of 22.61 hectares and is located approximately 5 km northeast of Balaklava.

The location of this Extractive Minerals Lease is more specifically defined in the map and co-ordinates specified in the Annexure.

2.2 Term, Commencement and Expiration

This Extractive Minerals Lease is granted for the term of twenty one (21) years.

The term of this Extractive Minerals Lease commenced on 5 February 2013, and, unless it is earlier renewed, surrendered or cancelled, this Extractive Minerals Lease will cease on 4 February 2034.

2.3 Rental

The Tenement Holder shall pay, by way of rental, such sums as may be prescribed and in accordance with section 40 of the Act and Regulation 42 of the Regulations.

2.4 Compensation

The Minister may, at any time, require the Tenement Holder 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 mining operations in pursuance of this Extractive Minerals Lease.

2.5 Suspension and Cancellation: Stipulation of Process

Pursuant to subsection 41(1) of the Act, the Minister may suspend or cancel this Extractive Minerals Lease if the Tenement Holder contravenes or fails to comply with a term or condition of this Extractive Minerals Lease or a provision of the Act (which includes the Regulations).

Pursuant to subsection 41(2) of the Act, the Minister may stipulate in the Extractive Minerals Lease a process for suspension or cancellation that must be followed before the powers in subsection 41(1) may be exercised.

- (a) The process for suspension of this Extractive Minerals Lease shall be as stipulated in the Third Schedule of this Extractive Minerals Lease.
- (b) The process for cancellation of this Extractive Minerals Lease shall be as stipulated in Fourth Schedule of this Extractive Minerals Lease.

3 Restatement of selected provisions from the Act

3.1 Explanation of Restatements

All of the restatements in this portion of this Extractive Minerals Lease are included for guidance only and do not replace the substantive provisions of the Act or the Regulations.

If any restatement is inconsistent with the substantive provisions of the Act or the Regulations, the restatement will be invalid and the substantive provision of the Act or the Regulations will prevail and the Tenement Holder is required to comply with the substantive provision of the Act or the Regulations.

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

3.2 Restatement of rights conferred on Tenement Holder

This Extractive Minerals Lease confers an exclusive right upon the Tenement Holder including officers, employee(s), contractor(s) or duly authorised agent(s) of the Tenement Holder, to conduct mining operations on the Land, for the Mineral(s), subject to the provisions of the Act and the Regulations, and the terms and conditions of this Extractive Minerals Lease.

This Extractive Minerals Lease authorises the Tenement Holder, including officers, employee(s), contractor(s) or duly authorised agent(s) of the Tenement Holder, to sell, or dispose of, the Mineral(s) recovered in the course of mining operations conducted in pursuance of this Extractive Minerals Lease or to utilise any such minerals for any commercial or industrial purpose, subject to the payment of royalty.

3.3 Restatement of rights and powers not conferred on the Tenement Holder

This Extractive Minerals Lease does not confer any right on the Tenement Holder:

- (a) To use the Land for any purpose other than the authorised mining operations.
- (b) To confer any rights on any other person in relation to the Tenement.

EXPLANATORY NOTE: For example, the Tenement Holder cannot grant rights to a party under a Joint Venture Agreement (or other agreement however described), to conduct mining operations on the Land in that party's own right (the Tenement Holder can of course engage employees, contractors or agents to perform work on the tenement on the Tenement Holder's behalf).

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

The Tenement Holder must not carry out mining operations unless there is an approved program for environment protection and rehabilitation (an APPROVED PEPR).

A PROPOSED PEPR will only be approved when it complies with the requirements of Part 10A of the Act and the Regulations.

To comply with Part 10 A of the Act, the PROPOSED PEPR must:

- (a) Contain the information specified in section 70B(2) of the Act and regulation 65(2), (5), (6) of the Regulations and determinations made by the Minister under regulation 65(7) of the Regulations;
- (b) Comply with any applicable conditions attached to this Extractive Minerals Lease.

EXPLANATORY NOTE: As at the time of issuing this document, the determinations are available at: www.minerals.statedevelopment.sa.gov.au/publications_and_information/ministerial_determinations.

In accordance with regulation 65(10) of the Regulations, the Tenement Holder must submit to DSD for ministerial approval a PROPOSED PEPR that fully complies with the Act and Regulations within twelve (12) months after the grant of this Extractive Minerals Lease unless the Tenement Holder has been granted an extension of time for such submission.

EXPLANATORY NOTE: Until otherwise notified, if the Tenement Holder wishes to apply for an extension of time, please write to the Director of Mines, Level 7, 101 Grenfell Street, Adelaide, SA 5000, setting out the reasons why the Tenement Holder seeks an extension and the date when the Tenement Holder estimates that the document will be ready for submission to the Minister.

3.5 Restatement of obligations imposed on Tenement Holder: Working conditions

In accordance with regulation 35 of the Regulations, unless otherwise determined or agreed by the Minister, the Tenement Holder must:

- (a) commence mining operations in accordance with the APPROVED PEPR within twelve (12) months after its approval; and
- (b) thereafter continue mining operations in accordance with the requirements of the program in the APPROVED PEPR.

EXPLANATORY NOTE: Until otherwise notified, if the Tenement Holder wishes to apply for an extension of time, please write to the Director of Mines, Level 7, 101 Grenfell Street, Adelaide, SA 5000, setting out the reasons why the Tenement Holder seeks an extension and the date when the Tenement Holder estimates that mining operations will be commenced.

3.6 Restatement of obligations imposed on Tenement Holder: Other

In addition to obligations about the conduct of mining operations and rehabilitation, the Act and Regulations impose other obligations on the Tenement Holder including obligations to:

- (a) If applicable, comply with section 9 of the Act (Exempt Land).
- (b) Comply with the applicable provisions of Part 9 of the Act (entry onto land and use of declared equipment).
- (c) Comply with the applicable provisions of Part 9B of the Act (native title).
- (d) Comply with the provisions of section 76 of the Act (mining returns) to the extent relevant to an extractive minerals lease.
- (e) Comply with section 77 of the Act (records and geological samples) and regulation 84 of the Regulations.
- (f) Comply, as necessary, with section 83 of the Act (ministerial consent for dealings in relation to the Tenement) and regulations 44 and 70 of the Regulations.
- (g) Comply, insofar as applicable to extractive minerals leases, with regulation 86 of the Regulations (compliance reports).
- (h) Comply with the requirement in regulation 43 of the Regulations to maintain all posts, boundary indicator markers and notices in the positions required by the Regulations as applicable.
- (i) Permit the pastoral lessee (if any) of the land to have free access and use at all times for domestic purposes, and for the purposes of watering stock from any surface water on the land which shall not have been provided or stored by artificial means by the Tenement Holder.

3.7 Restatement of Bond

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

- (a) any civil or statutory liability likely to be incurred by the Tenement Holder in the course of carrying out mining operations;
- (b) the present and future obligations of the Tenement Holder in relation to the rehabilitation of land disturbed by mining operations.

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

3.8 Restatement of Fees

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

3.9 Restatement of Renewal

This Extractive Minerals Lease shall be renewed in accordance with the Act and the Regulations (if any).

3.10 Restatement of Surrender

The Tenement Holder may apply to surrender this Extractive Minerals Lease during its term in accordance with the Act and the Regulations.

3.11 Restatement of Forfeiture

This Extractive Minerals Lease is subject to the forfeiture provisions of the Act being section 70 and 85.

3.12 Restatement of Notices

Notices under the Act will be served in accordance with regulation 106 of the Regulations.

3.13 Restatement of Mining Register

Section 15A of the Act requires the Mining Registrar to keep a register of, amongst other things, extractive minerals leases. Upon payment of the prescribed fee, the public may inspect the Mining Register.

4 Definitions

In this Extractive Minerals Lease, the following words have the following meanings:

- (a) "Additional Terms and Conditions" means the Additional Terms and Conditions authorised by section 34(4) of the Act and set out in the First and Second Schedules;
- (b) "Business Day" means any day that is not a Saturday, Sunday or a public holiday in Adelaide;
- (c) "DSD" means the Department of State Development and includes any substituted Department;
- (d) "the Act" means the South Australian *Mining Act 1971*;
- (e) "the Applicant" means the person or persons who, or company or companies that, applied for this Extractive Minerals Lease;
- (f) "the APPROVED PEPR" means the PEPR that has received ministerial approval;
- (g) "the Land" means the land over which this Extractive Minerals Lease is granted;
- (h) "the Mineral(s)" means the mineral(s) described in paragraph 1 of the Extractive Minerals Lease;
- (i) "the Minister" means the Minister for Mineral Resources and Energy (or any substituted Minister);
- (j) "the PROPOSED PEPR" means the document that must be submitted for ministerial approval within twelve (12) months of the date of grant of this Extractive Minerals Lease;
- (k) "the Regulations" means the South Australian *Mining Regulations 2011*;
- (l) "the Tenement Holder" means the person or persons to whom this Extractive Minerals Lease was granted and includes:
 - (i) in the case of a natural person the executors, administrators and assigns of that person;
 - (ii) in the case of a body corporate the successors, administrators or permitted assigns thereof.

5 Interpretation

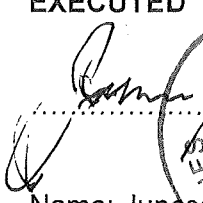

For the purposes of interpreting this Extractive Minerals Lease the following will apply:

- (a) Unless otherwise stated, any term which is used in this Extractive Minerals Lease which has a specific meaning in the Act or the Regulations, has that same meaning in this Extractive Minerals Lease;
- (b) 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 term" includes any renewal or extension thereof;
- (c) If this Extractive Minerals Lease is granted to Joint Tenement Holders, they are all jointly and severally liable for compliance with the Act, the Regulations and this Extractive Minerals Lease, including the Additional Terms and Conditions in the First and Second Schedules;
- (d) If, by virtue of a dealing under section 83 of the Act, this Extractive Minerals Lease comes to be held by Joint Tenement Holders, they will all be jointly and severally liable for compliance with the Act, the Regulations and this Extractive Minerals Lease including the Additional Terms and Conditions in the First and Second Schedules;
- (e) If any act pursuant to this Extractive Minerals Lease 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;
- (f) To the extent that there is any inconsistency, on the one hand, between a term of this Extractive Minerals Lease or any Additional Term or Condition, and, on the other hand, the Act or Regulations, the Act or Regulations shall prevail;
- (g) Subject to the transitional provisions in any amendment to the Act or the Regulations, all provisions referred to in this Extractive Minerals Lease shall be taken to include any such amendment;
- (h) Subject to the transitional provisions in any amendment to the Act or the Regulations, to the extent that there is any inconsistency, on the one hand, between a term of this Extractive Minerals Lease or any Additional Term or Condition, and, on the other hand, any amendments to the Act or Regulations, the amended Act or Regulations shall prevail;
- (i) Footnotes and explanatory notes do not form part of this Extractive Minerals Lease;

- (k) The title page and the contents page do not form part of this Extractive Minerals Lease;
- (l) The Annexure and all of the Schedules form part of this Extractive Minerals Lease.

6 Execution

EXECUTED this 9 day of December 2014

Name: Junesse Martin

Title: Mining Registrar

Delegation: Power delegated on 14 February 2014 by the Minister for Mineral Resources and Energy

SIGNED this NINETEENTH day of NOVEMBER 2014

by Clay & Mineral Sales Pty Ltd (ACN 007 572 787)

in accordance with section 127 of the

Corporations Act 2001 and its Constitution



Signature of Director (SOLE)

RICHARD FRICKER

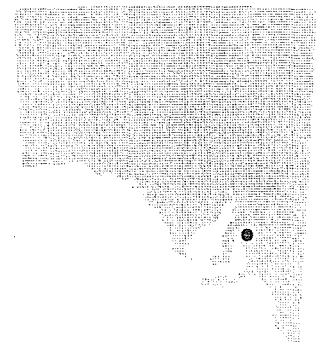
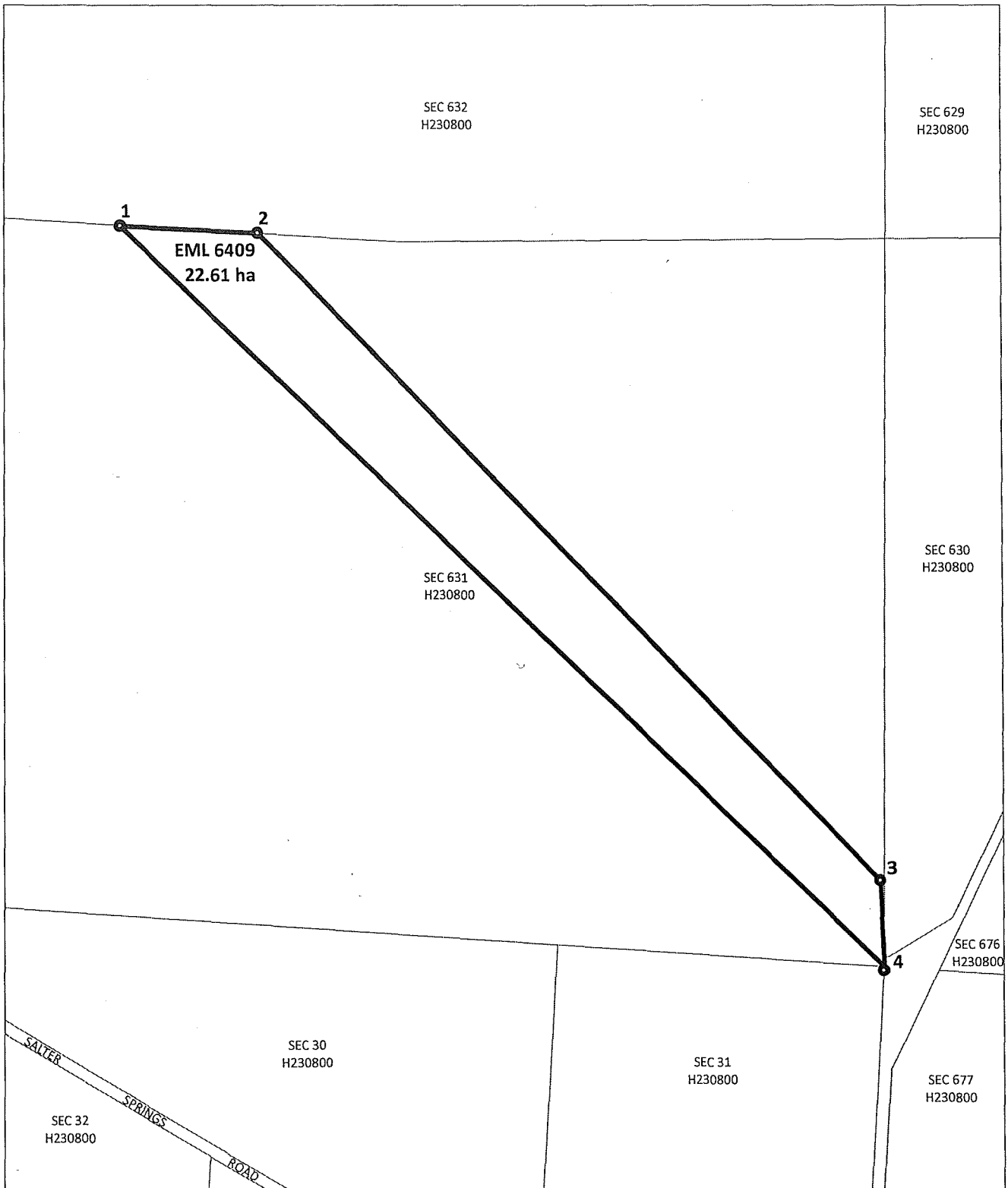
Print Name of Director



Signature of Director/Secretary

RICHARD FRICKER

Print Name of Director/Secretary



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: 16/07/2014

ANNEXURE

EXTRACTIVE MINERALS LEASE 6409

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:

Map Grid of Australia 1994 Zone 54

Point	Easting		Northing	
1	267640	mE	6221211	mN
2	267883	mE	6221198	mN
3	268974	mE	6220072	mN
4	268979	mE	6219915	mN

Area: 22.61 ha

Based on information provided by the applicant.

FIRST SCHEDULE

1. Mining operations authorised by this lease must only be for the recovery of extractive minerals including, but not limited to sand as outlined in the mining lease proposal document dated 17 September 2012 and subsequent response document dated 12 October 2012.
2. The Lessee agrees to the approved PEPR (section 70B(5)) and any reportable incident reports (Regulation 87) being made available for public inspection.

SECOND SCHEDULE

Noise

The Lessee must, in constructing and operating the Lease, ensure that there are no public nuisance impacts from noise emanating from the Lease.

Air quality

The Lessee must, in constructing and operating the Lease ensure that there are no public health and/or nuisance impacts to local residents from air emissions, dust and odour generated by mining operations.

Public Safety

The Lessee must, in constructing and operating the Lease, ensure that unauthorised entry to the site does not result in public injuries and or deaths that could have been reasonably prevented.

Traffic

The Lessee must, in constructing and operating the Lease, ensure that no public impacts offsite are caused by, noise, dust and/or dragout to and from the mine site associated with mine related traffic.

The Lessee must, in constructing and operating the Lease, ensure that there are no traffic accidents involving the public at mine access points that could have been reasonably prevented by the lessee.

Protection of third party property

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

Aboriginal and European heritage

The Lessee must, in constructing and operating the Lease, ensure that there is no disturbance to Aboriginal or European sites, objects or remains unless prior approval under the relevant legislation is obtained.

Native vegetation

The Lessee must, in constructing and operating the Lease, ensure no clearance or damage of native vegetation occurs as a result of mining operations.

Weeds and Pests (feral animals)

The Lessee must, in constructing and operating the Lease, 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 Lease 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 South Australia.

Soil

The Lessee must, in constructing and operating the Lease, ensure that the existing soil quality and quantity is maintained.

Stormwater

The Lessee must, in constructing and operating the Lease, ensure no water contaminated as a result of mining operations leaves the Lease area or results in loss of or contamination of soil on or off the Lease.

Waste

The Lessee must, in constructing and operating the Lease, ensure that all commercial or industrial waste is disposed of in accordance with relevant legislation.

Mine rehabilitation

The Lessee must demonstrate to the satisfaction of the Director of Mines that the following mine closure outcomes (in so far as they may be affected by mining operations) are expected to be achieved and sustained after mine closure:

- Integrate and harmonise final landforms and vegetation with the surrounding landscape.
- The risks to the health and safety of the public, native fauna and livestock are as low as reasonably practical.
- Where practical, re-establishment of the pre-mining ecosystem and landscape function.
- The site is physically stable.
- No compromise of the quality and quantity of groundwater to existing users and water dependent ecosystems.

- All mine waste materials left onsite are chemically and physically stable.
- No industrial or commercial waste left onsite.
- Pre mining land use is re-established.

OTHER ENVIRONMENTAL CONDITIONS

Landholder liaison

The Lessee 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.

Groundwater

The Lessee must ensure that no mining is undertaken within 2 metres of the highest seasonal groundwater table level.

Refuelling

Fuel storage to be bunded in accordance with Environment Protection Authority requirements.

Progressive rehabilitation

The lessee must undertake rehabilitation of mining operations in accordance with an integrated mining and rehabilitation plan as approved in the PEPR.

THIRD SCHEDULE

Process for suspension

Issuance of Suspension Show Cause Notice

1. Where the Minister is of the view that there may be grounds to consider whether to suspend this Extractive Minerals Lease, the Minister shall give written notice to the Tenement Holder, which shall:
 - a. Specify the provision of the Act or the Regulations, or the term or condition of this Extractive Minerals Lease, that the Minister believes the Tenement Holder has contravened or failed to comply with; and
 - b. Give the Tenement Holder thirty (30) Business Days from the date of the written notice to show cause why this Extractive Minerals Lease should not be suspended ("the Suspension Show Cause Notice").

Minister's action if Tenement Holder does not respond

2. If the Tenement Holder does not respond to the Suspension Show Cause Notice within thirty (30) Business Days, the Minister may suspend this Extractive Minerals Lease without further notice (in accordance with the process outlined below).

Minister's action if Tenement Holder does respond

3. If the Tenement Holder responds to the Suspension Show Cause Notice within thirty (30) Business Days, the Minister will consider the Tenement Holder's submission and decide whether to suspend this Extractive Minerals Lease (in accordance with the process outlined below).

Written Notice of Minister's decision

4. The Minister shall give written notice to the Tenement Holder of the Minister's decision.
 - a. If the decision is not to suspend this Extractive Minerals Lease, the written notice shall be called "Notice of Decision: Not Suspended".
 - b. If the decision is to suspend this Extractive Minerals Lease, the written notice shall be called "Notice of Decision: Suspended".
5. A Notice of Decision: Not Suspended, may contain any information that the Minister considers relevant.

6. A Notice of Decision: Suspended, shall:
 - a. Specify the reason for suspension;
 - b. Specify the period of suspension;
 - c. Specify the action (if any) the Tenement Holder may be required to take for the Minister to consider revoking the suspension, and the time frame for taking that action;
 - d. Inform the Tenement Holder of their right of appeal to the Environment, Resources and Development Court in accordance with subsection 41(3) of the Act.

The Mining Register

7. Notice of Decision: Suspended, shall be placed on the Mining Register.

Minister's action if Tenement Holder takes action as specified in Notice of Decision

8. If the Tenement Holder takes the action specified by the Minister under paragraph 6 c, the Minister will consider revoking the suspension.
9. If the Minister revokes the suspension, the Minister will, within a reasonable time:
 - a. Write to the Tenement Holder informing the Tenement Holder of the revocation.
 - b. Cause the revocation to be placed on the Mining Register.

Minister's action if Tenement Holder appeals

10. If the Tenement Holder appeals to the Environment Resources and Development Court the Minister will consider exercising the discretion under section 41(4) of the Act, to stay the operation of the suspension until the appeal is finally disposed of.
11. If the Environment Resources and Development Court is satisfied that there is no proper ground for the suspension, and so orders, the Minister will:
 - a. Cause the Court's order to be placed on the Mining Register; and
 - b. Reinstate the Extractive Minerals Lease in accordance with section 41(5) of the Act.

FOURTH SCHEDULE
Process for cancellation

Issuance of Cancellation Show Cause Notice

1. Where the Minister is of the view that there may be grounds to consider whether to cancel this Extractive Minerals Lease, the Minister shall give written notice to the Tenement Holder, which shall:
 - a. Specify the provision of the Act or the Regulations, or the term or condition of this Extractive Minerals Lease, that the Minister believes the Tenement Holder has contravened or failed to comply with; and
 - b. Give the Tenement Holder sixty (60) Business Days from the date of written notice to show cause why this Extractive Minerals Lease should not be cancelled (“the Cancellation Show Cause Notice”).

Minister's action if the Tenement Holder does not respond

2. If the Tenement Holder does not respond to the Cancellation Show Cause Notice within sixty (60) Business Days, the Minister may cancel this Extractive Minerals Lease without further notice (in accordance with the process outlined below).

Minister's action if the Tenement Holder does respond

3. If the Tenement Holder responds to the Cancellation Show Cause Notice within sixty (60) Business Days, the Minister will consider the Tenement Holder's submission and decide whether to cancel this Extractive Minerals Lease (in accordance with the process outlined below).

Written notice of Minister's decision

4. The Minister shall give written notice to the Tenement Holder of the decision.
 - a. If the decision is not to cancel this Extractive Minerals Lease, the written notice shall be called “the Notice of Decision: Not Cancelled”.
 - b. If the decision is to cancel this Extractive Mineral Lease, the written notice shall be called “the Notice of Decision: Cancelled”.
5. A Notice of Decision: Not Cancelled may contain any information that the Minister considers relevant.