

INFORMATION MEMORANDUM

Limestone Mine Robe-
Bowyers Way Road



Mobile: 0419 032 795

Phone: 08 8724 9999

1 Wehl Street South,
Mount Gambier

jason@malseeds.com.au

malseeds
REAL ESTATE



OVERVIEW

LIMESTONE MINE ROBE

malseeds
REAL ESTATE
*Locals helping locals
since 1990*

This rare opportunity to secure a limestone mine licence could be your next best buy.

This large mining lease located approximately fifteen kilometres South East of Robe, is currently working but not to its full capacity.

The site is approximately 30 hectares and is predominantly limestone road base.

The current owners have used this site for many years and are selling because it is a deceased estate.

There has only been a very small portion of the lease mined already.

The royalty to the Mines Department is currently 52 cents per tonne.

Other Particulars of the Licence include:

- Tenement Number EML 6347
- Mining for the Area marked 'A' on Mining Lease Survey (see attached)

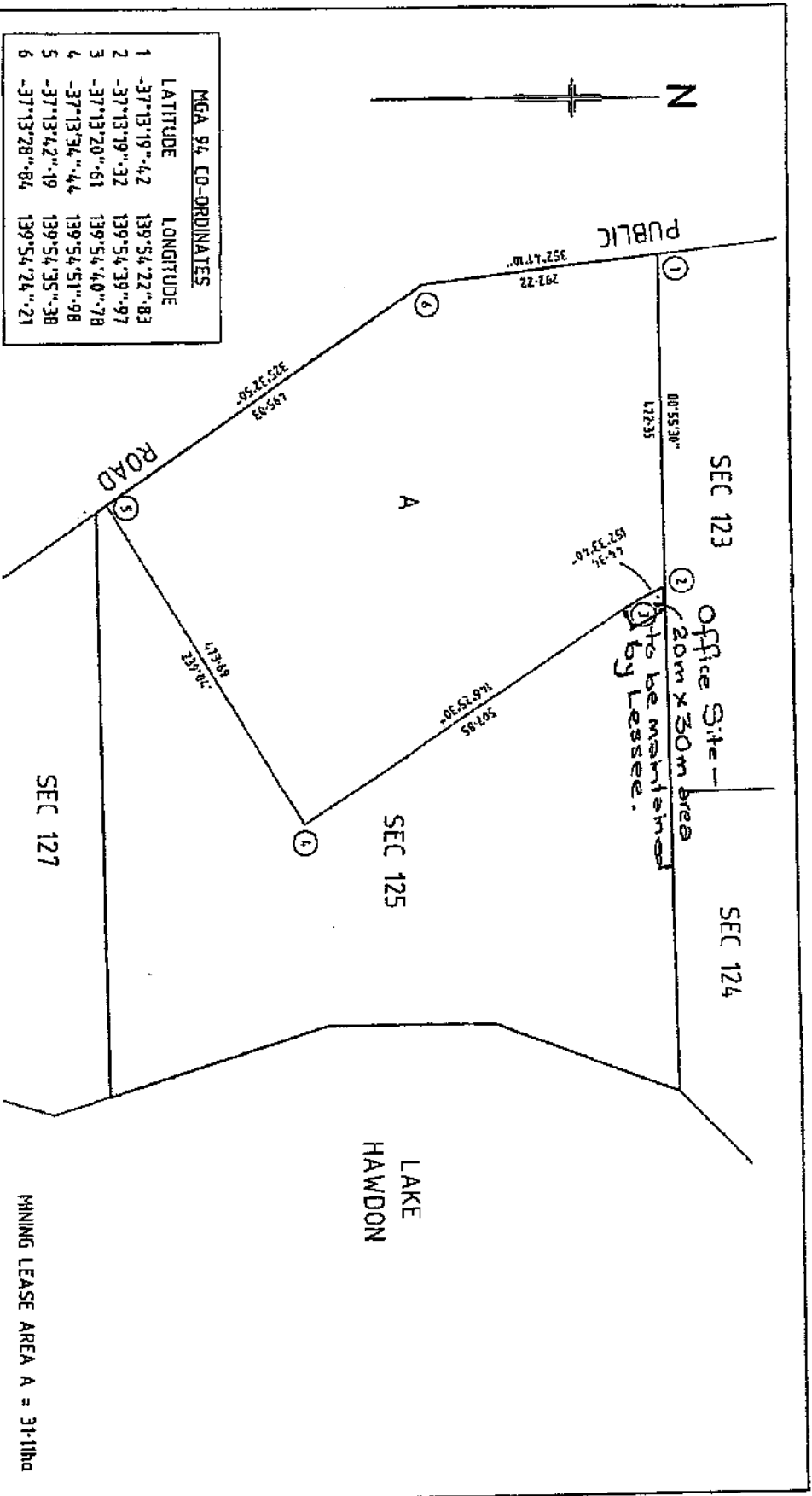
The owners are expecting \$250,000.

A copy of the Mining Lease Survey, Mining Lease Documentation and Annual Costs have been attached to this Memorandum.

Disclaimer

Please note that all figures, costs and fees are a representation of what was paid by the current vendor and when a buyer takes over ownership of the lease as attached, all costs incurred may be subject to change and independent enquiries should be made to relevant government and statutory bodies to determine actual costs furthermore.

**COPY OF
SITE PLAN
AREA MARKED "A"**



MGA 94 CO-ORDINATES

POINT	LATITUDE	LONGITUDE
1	-37°13'19".42	139°54'22".83
2	-37°13'19".32	139°54'39".97
3	-37°13'20".61	139°54'40".78
4	-37°13'34".44	139°54'51".98
5	-37°13'42".19	139°54'35".38
6	-37°13'28".84	139°54'24".21

NOTES: AUTHORITY FOR DATA: CT 5342-454
 BEARING DATUM DERIVED FROM GPS MGA94

DATE OF FIELD SURVEY: 01-10-2008

SCALE 1:5000 (when plotted at A3 size)
 METRES 0 100 200 300 400 500

adelaide
 170 prospect rd prospect sa 5082
 phone: 08 8344 1522 fax: 08 8344 1508

Mount Gambier
 45 Helen st mount gambier sa 5280
 phone: 08 8726 8422 fax: 08 8726 7381

sawley lock
 o'callaghan
 survey and spatial
 reference: 22148-01

No.	REVISION	DRAWN	DATE	APPROVED
1	Approved for issue	ACN	01-10-2008	MJC
2	Re-consideration of plan updated	ACN	24-11-2008	MJC

MINING LEASE SURVEY
 SECTION 128, HUNDRED OF BRAY
 ANDREW & MICHAEL GOLDSWORTHY

DRAWING NUMBER

2	2	1	4	6	-	0	1
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SHEET SIZE A3 REVISION NUMBER 2

SHEET 1 OF 1

**COPY OF
MINING LEASE
(EXTRACTIVE MINERALS
LEASE NUMBER 6347)**

MINING LEASE

Extractive Minerals Lease Number 6347

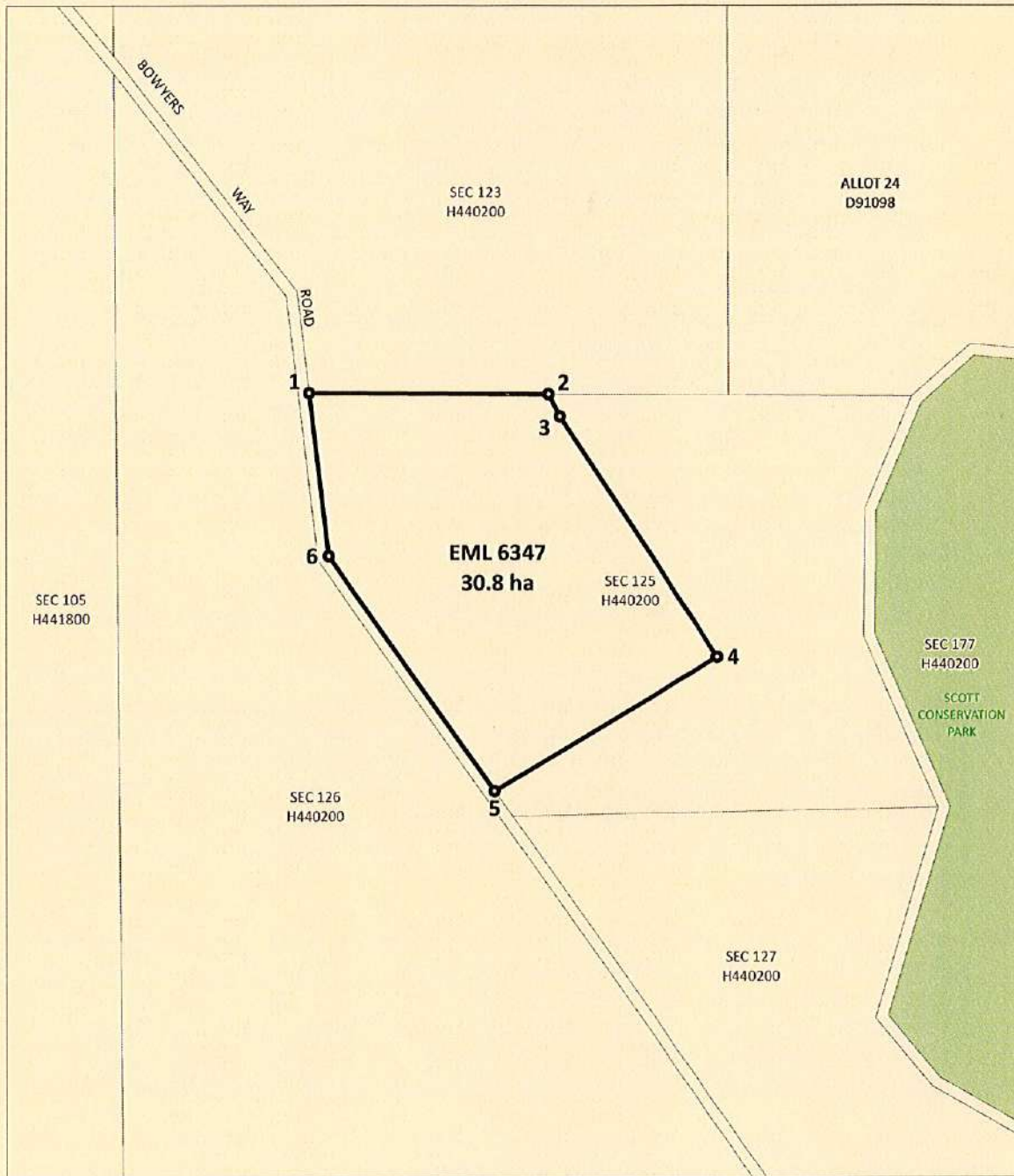
1. The Minister for Mineral Resources Development ("the Minister"), in the exercise of the powers and authorities conferred upon him by the South Australian *Mining Act 1971* ("the Act") and the Regulations hereby leases to **Andrew Clive & Michael John Goldsworthy** ("the Lessee") of **RSD 5 ROBE** in the state of **South Australia** all those lands containing **30.8 hectares** or thereabouts and situate in **Section 125 Hd Bray** 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 **seven (7) years** ("the term") commencing on the **thirtieth day of October 2009**.
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 **thirtieth 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:T02763

- (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'
HUNDRED OF BRAY



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: 16/11/2018

ANNEXURE 'A'

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	402949 mE	5879919 mN
2	403372 mE	5879917 mN
3	403392 mE	5879877 mN
4	403673 mE	5879454 mN
5	403279 mE	5879218 mN
6	402985 mE	5879633 mN

Area: 30.8 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.
2. The Lessee must notify the Minister immediately:
 - 2.1 if the Lessee is subject to any form of Insolvency Administration; ^[1]
 - 2.2 if a mortgagee enters into possession of any of the Lessee's assets or property in the State or appoints an agent to enter into possession on its behalf;
 - 2.3 if there occurs any material adverse change in the financial condition or stability of the Lessee which could reasonably result in the Lessee being unable to perform its obligations under this Lease;
 - 2.4 if the Lessee becomes deregistered by the Australian Securities and Investment Commission.
3. The Lessee must not commence or undertake any mining operations on the land until a Mining and Rehabilitation Program (MARPs) has been approved by the Minister.
4. The Lessee 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.
5. The criteria included in the MARP must demonstrate clear and unambiguous achievement of the environmental and closure outcomes specified in Schedule 2 by:
 - Including the specific parameters to be measured and monitored by the Lessee.
 - Specifying the locations that the parameters will be measured, or how these locations will be determined
 - Clearing stating the acceptance values for demonstrating achievement of the outcome, with consideration of any inherent errors of measurement
 - Specifying the frequency of monitoring by the Lessee
 - Identifying what background or control data are to be used or specify how it will be acquired (if necessary).
6. The Lessee must implement and comply with the approved MARP.
7. The Lessee 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.
8. The Lessee agrees to the approved MARP being made available for public inspection.
9. The Lessee must provide to the Director 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 granted, or at some other times agreed with the Director of Mines in accordance with guidelines approved by the Director of Mines.

The Lessee agrees to the MARCR being made available for public inspection.

10. The Lessee 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 and submit the audit to the Director. The audit will be made available to the public, in a manner and form as determined by the Director of Mines.
11. At least 3 months prior to Lease relinquishment or expiry, the Lessee 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 Lessee must, prior to commencing operations under this Lease and for the duration of the Lease maintain public liability insurance to cover all 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 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 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 operations on the lease, 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.

13. The Lessee 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 Lessee 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 Act, 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 Lessee must meet all the charges and costs in obtaining and maintaining the Bond.

- [1] "*Insolvency Administration*" means (*it should be a defined term in the lease*):
- (a) an administrator is appointed to the Lessee or action is taken to make such an appointment;
 - (b) the Lessee resolves to be wound up;
 - (c) an application is made to a court for an order or an order is made that the Lessee be wound up (whether on grounds of insolvency or otherwise);
 - (d) the Lessee ceases to carry on business;
 - (e) a receiver or a receiver and manager of property of the Lessee is appointed whether by court or otherwise;
 - (f) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of the Lessee or any one of them is appointed, whether or not under an order;
 - (g) the Lessee enters into a compromise or arrangement with its creditors or a class of them; or
 - (h) the Lessee is or states that it is unable to pay its debts when they fall due.

SECOND SCHEDULE

Environmental Outcomes

Noise

1. 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

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

Fire

3. The Lessee must in constructing and operating the Lease ensure that there are no uncontrolled fires caused by mining operations.

Aboriginal and European Heritage

4. The Lessee must in constructing and operating the Lease, 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 Vegetation

5. 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)

6. 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 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 SA.

Soil

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

And

The Lessee must in constructing and operating the lease ensure that soil affected by mining activities is suitable for a return to pre-mining use.

Groundwater and Hydrology

8. The Lessee must, in constructing and operating the Lease 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.

And

The Lessee must, in constructing and operating the lease ensure that there is no compromise to the environmental values of the **Bridgewater Formation Quaternary Limestone Unconfined Aquifer**.

Note : Environmental Values will be defined according to: *The environmental values recognised in 'ANZECC & ARMCANZ 2000. Australian and New Zealand guidelines for fresh and marine water quality. National Water Quality Management Strategy Paper No 4, Australian and New Zealand Environment and Conservation Council & Agriculture and Resource Management Council of Australia and New Zealand, Canberra.'*

Waste disposal and hazardous substances

9. The Lessee must, in constructing and operating the Lease ensure that no contamination and/or pollution of natural water drainage systems, streams and rivers, groundwater, land and soils occurs either on or off site is caused by waste products and hazardous materials used in the mine operations.

And

The Lessee must, in constructing and operating the Lease ensure that all domestic or industrial waste is disposed off site in accordance with *Environment Protection Act 1993* requirements.

Closure Outcomes

10. The Lessee must demonstrate prior to lease expiry or surrender that the following outcomes will be achieved indefinitely post mine closure:
- The external visual amenity of the site is in accordance with the reasonable expectations of relevant stakeholders including removal of all mine related infrastructure (unless otherwise approved by the Director of Mines in consultation with relevant stakeholders).
 - The risks to the health and safety of the public and fauna are as low as reasonable practical.
 - Ecosystem and landscape function is resilient, self-sustaining and indicating that the pre-mining ecosystem and landscape function will ultimately be achieved.
 - The site is physically stable.
 - No compromise of the quality and quantity of ground and or surface water to existing users and water dependent ecosystems.
 - Where practical pre-mining land use is re-established.

OTHER ENVIRONMENTAL CONDITIONS

Groundwater

11. The Lessee must ensure that no mining is undertaken within 1 metre of the highest seasonal groundwater table level.

Other Legislation

12. The above environmental outcomes do not derogate from the operation of any other Acts that may be applicable to this operation including (but not limited to)

- *Aboriginal Heritage Act, 1988*
- *Environmental Protection Act, 1993*

Executed by the Tenement Holder(s) in accordance with regulation 41

SIGNED.....*Andrew Clive Goldsworthy*.....

Print name of Tenement Holder ANDREW CLIVE GOLDSWORTHY.....

30/4/19.....
Date

SIGNED.....*Michael John Goldsworthy*.....

Print name of Tenement Holder MICHAEL JOHN GOLDSWORTHY.....

30/4/19.....
Date

Entered in the Mining Register on 30 October 2009
In accordance with section 15A(1)(c) of the Act.

Signed by
Junesse Martin
Mining Registrar

Junesse Martin

9/5/2019

.....
Date

Extract from Mining Register: Instruments



**Government of
South Australia**

Mineral Tenements
GPO Box 320,
ADELAIDE, SA 5001
+61 8 8463 3103
DEM.Tenements@sa.gov.au

Tenement: EML 6347

Holder(s): Goldsworthy, Andrew Clive

PO Box 587
ROBE SA 5276

Goldsworthy, Michael John

PO Box 587
ROBE SA 5276

Number	Instrument Type	Notes	Consent	Start	Expiry	Endorsed
41000	Renewal	10 year renewal.	15/12/2016	30/10/2016	29/10/2026	23/12/2016
40651	Change Of Address	From RSD 8 Robe SA 5276 to PO Box 587, Robe SA 5276.		27/06/2016		12/07/2016

End of Report

COPY OF COSTS ASSOCIATED

Tax Invoice

Invoice No:	T043994
Invoice Date:	15/09/2021
Customer ID:	T10794



FORM 1
 ALSO
 BACK TIME IS FINANCE
 WADY
Government of South Australia

Mineral Tenements
 GPO Box 320
 ADELAIDE SA 5001

Tel (08) 8463 3103
 ABN 83 768 683 934

energymining.sa.gov.au/mineral_resources

EFT Remittance
 DEM.TenementsFinance@sa.gov.au

Goldsworthy, Andrew Clive
 PO Box 587,
 ROBE SA 5276

Description	Tenement	Amount	GST*	Total
Annual Administration Fee	EML 6347	178.00	0.00	178.00
Crown Rent due to 29/10/2022	EML 6347	90.09	0.00	90.09
Freehold Landowner Rent due to 29/10/2022	EML 6347	1,711.71	0.00	1,711.71

PAID Full
 12/1/2022
 200
 10/12

Terms of Payment - Strictly 30 days from invoice date.	Total GST	Total
	\$0.00	\$1,979.80

EFT PAYMENTS				Date Paid	Receipt No.
BSB 065 266	Account No. 1002 2561	Account Name Dept for Energy and Mining	Payment Reference T043994		

Please detach this section and return with your payment

Cheque Payment - payable to "Dept for Energy and Mining" - OR -

Credit Card Payment Card type: Visa MasterCard

Cardholder's Name : _____ CVV _____

Card Number : _____

Card Expiry Date : ____/____ **Total: \$** _____ **c**

Cardholder's Signature : _____



Government of South Australia

Mineral Tenements

Goldsworthy, Andrew Clive	
Invoice No.:	T043994
Invoice Date:	15/09/2021
Customer ID:	T10794
DUE DATE:	15/10/2021

PHOTOGRAPHS

