

The following has been released in response to a request for information relating to Mining Lease 4M/2021.

From: Willis, Robert
Sent: Friday, 24 September 2021 2:18 PM
To: 36
Cc:
Subject: Helilog Road Lease

Dear 36

I have been advised that mining lease ML4M/2021 is not valid. I have corrected the register accordingly as per s193 of the *Mineral Resources Development Act 1995*.

Regards

Robert Willis | Registrar of Mines
Mineral Resources Tasmania | Department of State Growth
Level 2/49 Cattle Street, Burnie TAS 7320 | PO Box 672, Burnie TAS 7320
s 36 | Fax: (03) 6173 0222
robert.willis@stategrowth.tas.gov.au | info@mrt.tas.gov.au
www.mrt.tas.gov.au | www.stategrowth.tas.gov.au

DEPARTMENT OF STATE GROWTH COURAGE TO MAKE A DIFFERENCE THROUGH:



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From: 36
Sent: Tuesday, 24 August 2021 9:25 AM
To: 36
Cc:
Subject: Annual Rental FYE22 - ML 4M/2021 - invoice for balance of rental following grant of ML
Attachments: MRT00601 MMG Australia Limited FYE22 Balance owed following grant of ML 4M2021.pdf

Good morning s 36

Please find attached an invoice for the balance of mining lease rental for the newly granted lease 4M/2021.

Rental has been calculated as below:

FYE22 – 97 hectares @ \$24.96 per hectare for 325 days (from 10/8/21) = \$2,155.79 less rental paid on application (\$1,180.16 29/4/21) = \$975.63

If you have any questions please let me know.

Kind regards,

s 36

Mineral Resources Tasmania | Department of State Growth
 Level 2/49 Cattley Street / PO Box 672 Burnie TAS 7320
 Phone: 36 | info@mrt.tas.gov.au

s 36 www.mrt.tas.gov.au | www.stategrowth.tas.gov.au

DEPARTMENT OF STATE GROWTH COURAGE TO MAKE A DIFFERENCE THROUGH:



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MMG AUSTRALIA LIMITED
PO BOX 21
ROSEBERY TAS 7470

Page 1 of 1

Issue Date:	24/08/2021
Invoice Number:	MRT00601
Customer Number:	MMG001
Total Amount Due:	\$975.63
Due Date:	23/09/2021

Description	Exclusive GST	GST	Amount
Rent - 4M/2021 - FYE22	886.94	88.69	975.63

Emailed to: 36

Total Amount Due: \$886.94 \$88.69 \$975.63

PAYMENT OPTIONS:

MAIL	DIRECT DEPOSIT	CREDIT CARD (\$10,000 Limit)
Detach this payment slip and mail it with your cheque or money order (payable to Department of State Growth Collections Account) to: Department of State Growth PO Box 672 BURNIE TAS 7320	Bank: Westpac BSB: 037-001 A/C Number: 259881 A/C Name: Department of State Growth Collections Account Reference: MRT00601 SWIFT Code: WPACAU2S Please quote the reference number and send your remittance advice to email finance@stategrowth.tas.gov.au	If you wish to pay by credit card, please phone (03) 6477 7082 and be ready to quote your customer number, invoice number and credit card details to the attending officer. Customer Number: MMG001 Invoice Number: MRT00601
Customer Number: MMG001 Invoice Number: MRT00601 Issue Date: 24/08/2021 Due Date: 23/09/2021 Amount: \$975.63		SERVICE TASMANIA Invoices can be paid at any Service Tasmania outlet in Tasmania. Please quote the invoice number and product code. Invoice Number: MRT00601 Product Code: MR9

From: 36
To: 36
Sent: Wednesday, 4 August 2021 12:34 PM
Subject: Read: CLEARED (ISM) - MLA Intent to Grant - 4M/2021

Your message

To: 36
Subject: CLEARED (ISM) - MLA Intent to Grant - 4M/2021
Sent: Wednesday, August 4, 2021 9:39:58 AM (UTC+08:00) Perth

was read on Wednesday, August 4, 2021 10:33:24 AM (UTC+08:00) Perth.

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Released under RMA

From: 36
Sent: Wednesday, 18 August 2021 3:52 PM
To: 36 'Aboriginal (Heritage)'; Development;
 36 Property Services (Parks);
 wcc@westcoast.tas.gov.au
Cc: 36
Subject: RE: SIGNED - MLA Grant and Issue Advice - 4M/2021
Attachments: 4M2021_LD.pdf

Thanks 36

Please see attached, my apologies for the hiccup.

Kind regards

s 36

Mineral Resources Tasmania | Department of State Growth
 Level 2/49 Cattle Street, Burnie TAS 7320 | PO Box 672, Burnie TAS 7320
 Phone: 36 | Fax: (03) 6173 0222
info@mrt.tas.gov.au | www.mrt.tas.gov.au | www.stategrowth.tas.gov.au

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DEPARTMENT OF STATE GROWTH COURAGE TO MAKE A DIFFERENCE THROUGH:



From: 36
Sent: Wednesday, 18 August 2021 3:49 PM
To: 36
 36 'Aboriginal (Heritage)' <aboriginal@heritage.tas.gov.au>; Development
 <Development@stategrowth.tas.gov.au>; 36
 36 Property Services (Parks)
 <PropertyServices@parks.tas.gov.au>; wcc@westcoast.tas.gov.au
Cc: 36
 36
Subject: RE: SIGNED - MLA Grant and Issue Advice - 4M/2021

Thanks 36 - it would appear though that the plan attached to your email is incorrect, would you please re-issue?

Regards

s 36

MMG Limited

HKEx:1208

PO BOX 154
CANNINGTON WESTERN AUSTRALIA 6987

36

36

www.mmg.com

From: 36

Sent: Wednesday, 18 August 2021 1:40 PM

To: 36 'Aboriginal (Heritage)'
<aboriginal@heritage.tas.gov.au>; Development <Development@stategrowth.tas.gov.au>: 36

36
36 Property Services (Parks) <PropertyServices@parks.tas.gov.au>;
wcc@westcoast.tas.gov.au; 36

Cc: 36

36

Subject: SIGNED - MLA Grant and Issue Advice - 4M/2021

Dear All

For your information / action, copy of correspondence from the Director of Mines, Mineral Resources Tasmania (MRT) in relation to mining lease application MLA 4M/2021.

Should you have any concerns or queries please contact MRT on 03 6165 4800 or email info@mrt.tas.gov.au.

Kind regards

s 36

Mineral Resources Tasmania | Department of State Growth
Level 2/49 Cattley Street, Burnie TAS 7320 | PO Box 672, Burnie TAS 7320
Phone: 36 | Fax: (03) 6173 0222
info@mrt.tas.gov.au | www.mrt.tas.gov.au | www.stategrowth.tas.gov.au

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DEPARTMENT OF STATE GROWTH COURAGE TO MAKE A DIFFERENCE THROUGH:



TEAMWORK

EXCELLENCE

INTEGRITY

RESPECT

Out of scope



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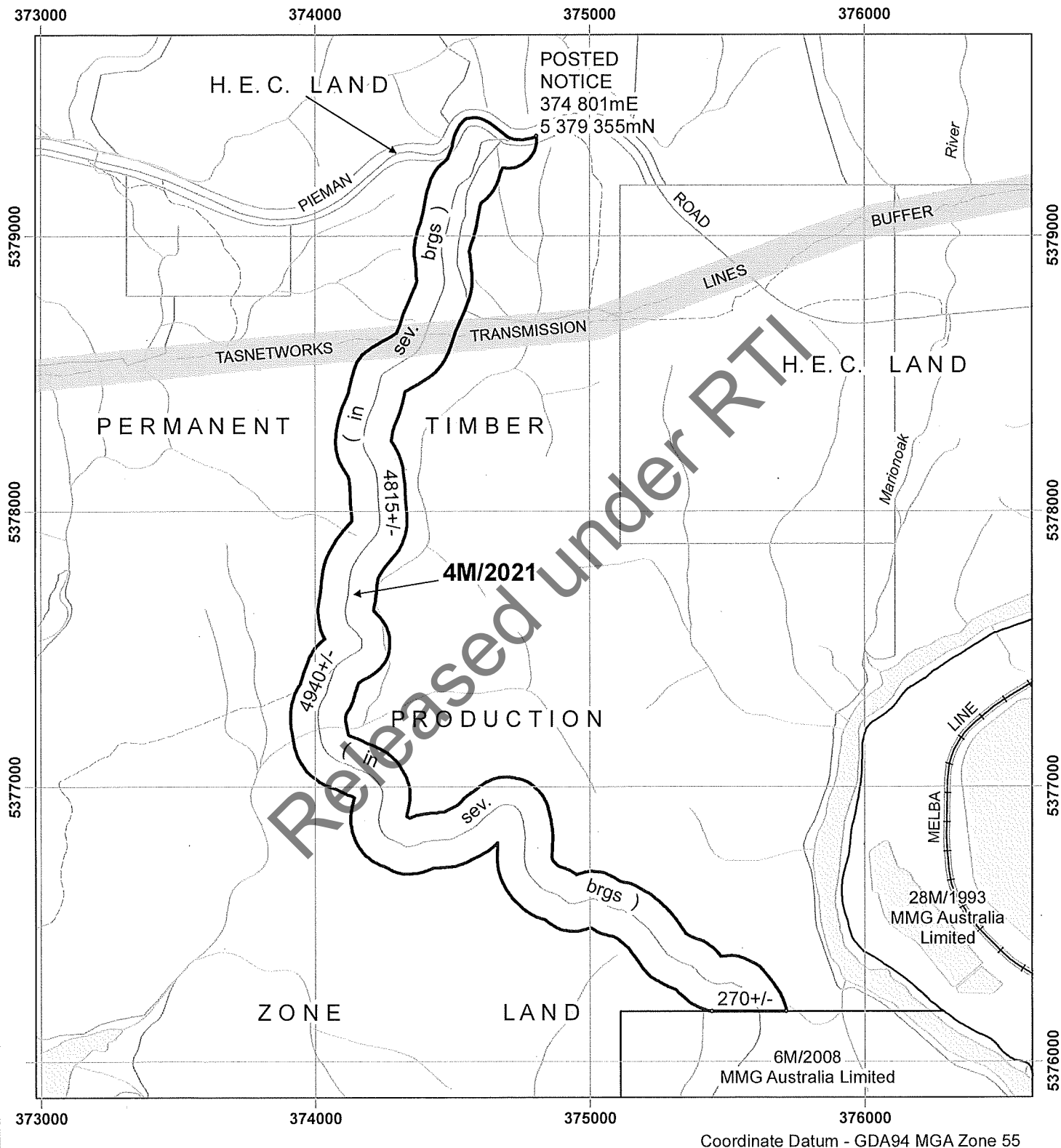
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PLAN SUBJECT TO SURVEY



MUNICIPALITY:	WEST COAST	SCALE:	1:20000
VICINITY:	ROSEBERY (5KM NW OF)	AREA:	97 ha
MAP:	ROSEBERY 1:25 000	DATE:	30/04/2021
APPLICANT:	MMG AUSTRALIA LIMITED	4M/2021	
COMPILED FROM:	N/A		
		 LAND DEMISED	

From: 36
Sent: Wednesday, 4 August 2021 11:40 AM
To: 36
Cc:
Subject: CLEARED (ISM) - MLA Intent to Grant - 4M/2021
Attachments: CLEARED (ISM) - MLA Intent to Grant - 4M 2021.PDF; 4M2021_LD.pdf; DRAFT Grant Document - 4M 2021.pdf

Tracking:

Recipient

Delivery

36

Delivered: 4/08/2021 11:42 AM

Delivered: 4/08/2021 11:42 AM

Dear Mr 36

Attached is correspondence from the Registrar of Mines, Mineral Resources Tasmania (MRT) in relation to mining lease application MLA 4M/2021.

NOTE: Please respond to this email if you accept the terms and conditions of the attached DRAFT lease and wish the approval process to commence. If no response has been received by you, the recommendation to grant the application will be forwarded to the Minister in 14 days.

Should you have any concerns or queries please contact Robert Willis on 03 6477 7097 or email robert.willis@stategrowth.tas.gov.au.

Kind regards

s 36

Mineral Resources Tasmania | Department of State Growth
 Level 2/49 Cattley Street, Burnie TAS 7320 | PO Box 672, Burnie TAS 7320
 Phone: 36 Fax: (03) 6473 0222
info@mrt.tas.gov.au | www.mrt.tas.gov.au | www.stategrowth.tas.gov.au

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DEPARTMENT OF STATE GROWTH COURAGE TO MAKE A DIFFERENCE THROUGH:



Out of scope



Released under RTI

Department of State Growth
MINERAL RESOURCES TASMANIA



Enquiries: Tenement Administration
Ph: (03) 6477 7086 Fax: (03) 6173 0222
Email: info@mrt.tas.gov.au Web: www.mrt.tas.gov.au
Our Ref D21/198229/1: SJ 4M/2021

4 August 2021

READ RECEIPT

Attention: Mr 36
MMG Australia Limited
PO Box 154
Cannington WA 6987

36

Dear Mr 36

**RECOMMENDATION TO GRANT MINING LEASE APPLICATION MLA 4M/2021
AT ROSEBERY (5KM NW OF)**

You are advised that under delegation from the Director of Mines, I intend to recommend to the Minister for Resources that your lease application is granted and the lease is issued.

Please find attached a draft copy of the grant document which relates to the mining lease application ML 4M/2021 in the name of MMG Australia Limited.

Prior to the recommendation being forwarded to the Minister, you have the opportunity to check the terms and conditions of the lease and make a submission to the Director relating to any of the conditions outlined in the document.

If no response has been received by you within 14 days from receipt of this letter, the recommendation to grant the application will be forwarded to the Minister.

Useful information for lessees is available on the Mineral Resources Tasmania (MRT) website, including:

- *Advice to Lessees*
- *Reporting Guidelines*
- *Quarry Code of Practice*

If you need further assistance please contact Tenement Administration on (03) 6477 7086 or email info@mrt.tas.gov.au

Yours sincerely

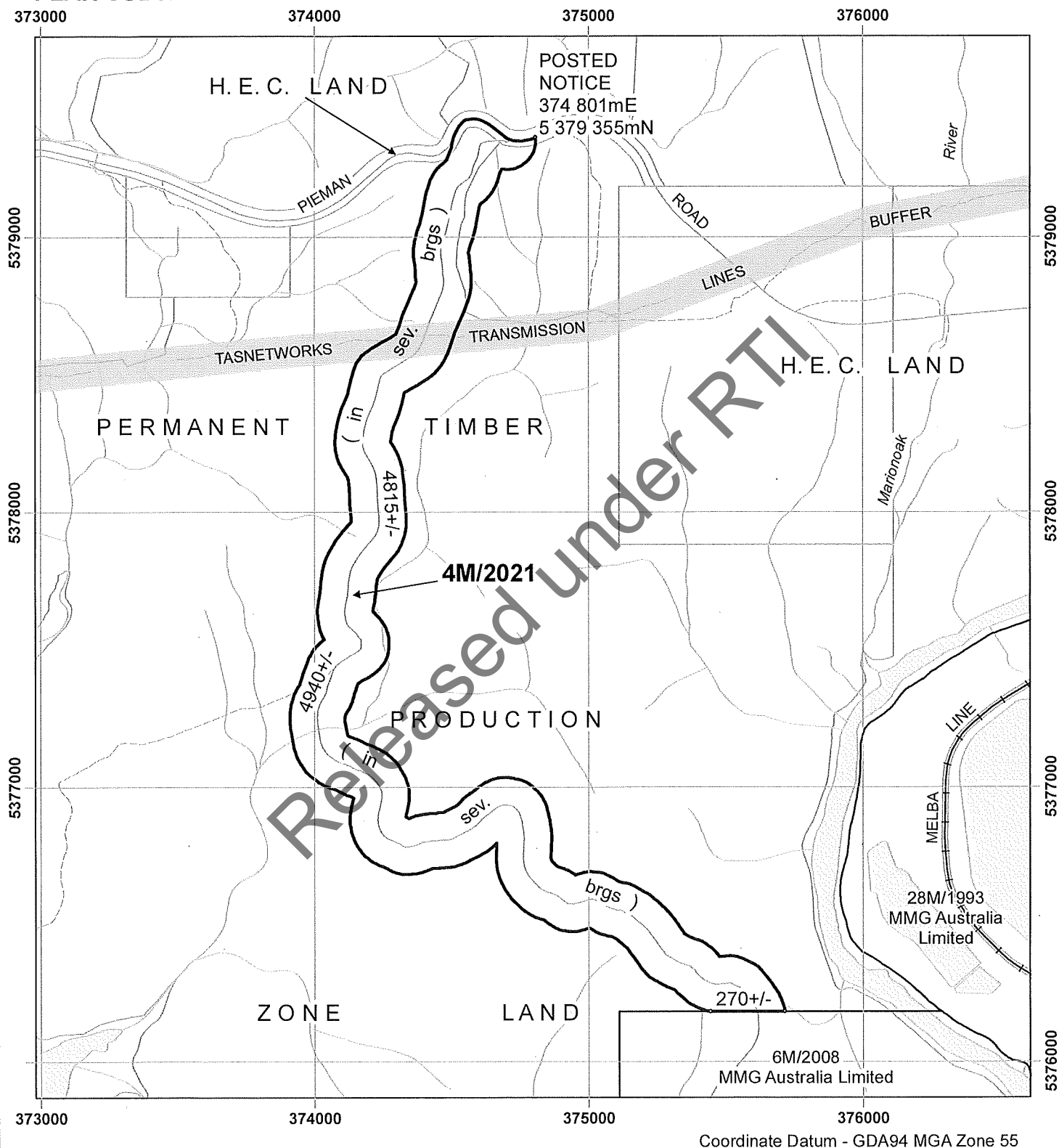
s 36


Robert Willis
REGISTRAR OF MINES

Encl.



PLAN SUBJECT TO SURVEY



MUNICIPALITY:	WEST COAST	SCALE:	1:20000
VICINITY:	ROSEBERY (5KM NW OF)	AREA:	97 ha
MAP:	ROSEBERY 1:25 000	DATE:	30/04/2021
APPLICANT:	MMG AUSTRALIA LIMITED	4M/2021	
COMPILED FROM:	N/A		
		 LAND DEMISED	

From: 36
Sent: Wednesday, 18 August 2021 3:40 PM
To: 36 Aboriginal (Heritage); Development; 36
 36 Property Services (Parks);
 wcc@westcoast.tas.gov.au; 36
Cc: 36
Subject: SIGNED - MLA Grant and Issue Advice - 4M/2021
Attachments: SIGNED - MLA Grant and Issue Advice - 4M 2021.PDF; 2106PM_LD.pdf

Dear All

For your information / action, copy of correspondence from the Director of Mines, Mineral Resources Tasmania (MRT) in relation to mining lease application MLA 4M/2021.

Should you have any concerns or queries please contact MRT on 03 6165 4800 or email info@mrt.tas.gov.au.

Kind regards

s 36

Mineral Resources Tasmania | Department of State Growth
 Level 2/49 Cattle Street, Burnie TAS 7320 | PO Box 672, Burnie TAS 7320
 36 | Fax: (03) 6173 0222
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DEPARTMENT OF STATE GROWTH COURAGE TO MAKE A DIFFERENCE THROUGH:



Out of scope

Department of State Growth

MINERAL RESOURCES TASMANIA



Enquiries: Tenement Administration
Ph: (03) 6477 7086 Fax: (03) 6173 0222
Email: info@mrt.tas.gov.au Web: www.mrt.tas.gov.au
Our Ref D21/198229/3: SJ 4M/2021

16 Aug 2021
August 2021

Mr 36
MMG Australia Limited
PO Box 154
CANNINGTON WA 6987

Dear Mr 36

GRANT AND ISSUE OF MINING LEASE ML 4M/2021 AT ROSEBERY (5KM NW OF)

I am writing to inform you that Mining Lease ML 4M/2021 has been granted and a copy of the lease is enclosed. The lease is an important document and should be kept in a safe place. The term of the lease expires on 31 August 2026.

In relation to the special provision noted in Schedule 3 of Mining Lease ML 4M/2021, please observe the following:

- *No disturbance beyond the current Helilog Road alignment is permitted without the written approval of the Director of Mines.*
- *The existing alignment of Helilog Road must be maintained in accordance with the requirements of Sustainable Timbers Tasmania (STT) and to the satisfaction of the Director of Mines.*

Useful information for lessees is available on the Mineral Resources Tasmania (MRT) website (www.mrt.tas.gov.au), including:

- *Advice to Lessees*
- *Reporting Guidelines*
- *Quarry Code of Practice*

Where rent applies to a mining lease, the rate is \$24.96 per hectare per annum (1 July to 30 June) or a minimum of \$499.29 per annum for leases less than 20 hectares.

The rent applicable to this lease is \$2 421.12 per annum, a rental tax invoice will be issued from the time of approval to the 30th June 2022. *Note: if you have already paid rent along with your application fee the invoice will be adjusted accordingly, or in the case of an overpayment you will be contacted to arrange your refund.*

If you require further assistance, please contact Tenement Administration on 03 6477 7097 or email info@mrt.tas.gov.au.

Yours sincerely,

s 36

Kevin Robinson
DIRECTOR OF MINES

Encl.

Cc.

36

Aboriginal (Heritage) aboriginal@heritage.tas.gov.au

Development (StateGrowth) Development@stategrowth.tas.gov.au

36

36

36

Enquiries, Property Services propertyservices@parks.tas.gov.au

General Manager, West Coast Council, wcc@westcoast.tas.gov.au

MMG Australia Limited 36

Released under RTI

PLAN SUBJECT TO SURVEY

240250

240500

5576250

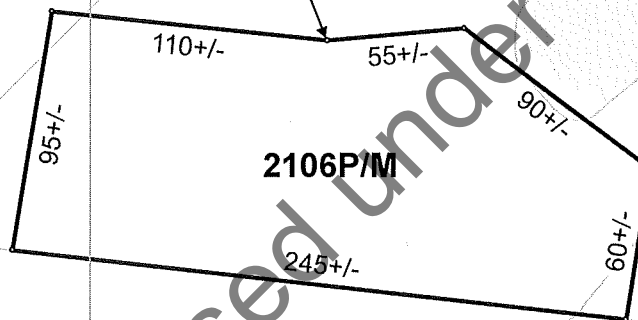
5576250

5576000

5576000

F.R.216056/1

POSTED
NOTICE
240 345mE
5 576 154mN



2106P/M

F.R.51111/1

240250

240500

Coordinate Datum - GDA94 MGA Zone 55

MUNICIPALITY: KING ISLAND

SCALE: 1:3000

VICINITY: MARSHALLS ROAD (9KM E OF CURRIE)

AREA: 3 ha

MAP: NARACOOPA 1:25 000

DATE: 27/05/2021

APPLICANT: WAVERLEY STATION PTY LTD

2106P/M

COMPILED FROM: N/A



LAND DEMISED

From: 36
Sent: Wednesday, 4 August 2021 2:54 PM
To: 36
Cc: 36
Subject: RE: CLEARED (ISM) - MLA Intent to Grant - 4M/2021

Hi 36

On behalf of MMG, I accept the terms and conditions of the DRAFT lease.

Regards

36

MMG Limited

HKEx:1208

PO BOX 154
CANNINGTON WESTERN AUSTRALIA 6987

36

36 www.mmg.com

From: 36
Sent: Wednesday, 4 August 2021 9:40 AM
To: 36
Cc: 36
Subject: CLEARED (ISM) - MLA Intent to Grant - 4M/2021

Dear Mr 36

Attached is correspondence from the Registrar of Mines, Mineral Resources Tasmania (MRT) in relation to mining lease application MLA 4M/2021.

NOTE: Please respond to this email if you accept the terms and conditions of the attached DRAFT lease and wish the approval process to commence. If no response has been received by you, the recommendation to grant the application will be forwarded to the Minister in 14 days.

Should you have any concerns or queries please contact Robert Willis on 03 6477 7097 or email robert.willis@stategrowth.tas.gov.au.

Kind regards

s 36

Mineral Resources Tasmania | Department of State Growth
Level 2/49 Cattley Street, Burnie TAS 7320 | PO Box 672, Burnie TAS 7320
Phone: 36 | Fax: (03) 6173 0222
info@mrt.tas.gov.au | www.mrt.tas.gov.au | www.stategrowth.tas.gov.au

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DEPARTMENT OF STATE GROWTH COURAGE TO MAKE A DIFFERENCE THROUGH:



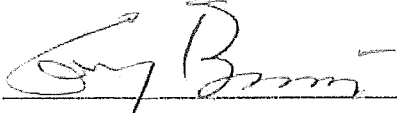
Out of scope

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Dept. Ref MIG21/1071
Critical Date _____

APPROVED/NOT APPROVED	
SIGNED:	
DATE:	10/8/21

min 21 / 24703

MINUTE TO THE MINISTER FOR RESOURCES

SUBJECT: GRANT OF MINING LEASE APPLICATION MLA 4M/2021 TO MMG AUSTRALIA LIMITED

Minister's notation:

Recommendation:

That you, as Minister:

- Grant the Application for a Mining Lease MLA 4M/2021 made by MMG Australia Limited and issue the lease by signing the attached lease documents where marked and returning them to Mineral Resources Tasmania.**

Current Situation:

The application is:

- over an area of 97 ha
- near Rosebery (5km NW of)
- for Category 3 — Construction Minerals, especially gravel

The applicant intends to gain unfettered access to their existing Mining Lease ML 6M/2008 for construction of the proposed South Marionoak Tailings Storage Facility (TSF). Access to this area will support ongoing operations on the applicant's Mining Lease ML 28M/1993, which produces approximately one million tonnes of ore per annum.

The site is located on land managed by Sustainable Timber Tasmania (STT); activity will be limited to maintenance of the existing Helilog Road.

The following special provisions apply:

- No disturbance beyond the current Helilog Road alignment is permitted without the written approval of the Director of Mines.

- The existing alignment of Helilog Road must be maintained in accordance with the requirements of STT and to the satisfaction of the Director of Mines.

You may only grant a mining lease if you are satisfied that the applicant:

- has demonstrated that there is a sufficient quantity of minerals to justify mining; and
- intends to mine; and
- intends to comply with the *Mineral Resources Development Act 1995*; and
- is likely to have sufficient financial and technical resources to carry out the mining plan; and
- has provided evidence of current public liability insurance coverage; and
- has provided a security deposit.

A security deposit of **section 37** has been provided by the applicant and received by Mineral Resources Tasmania (MRT) on 9 August 2021.

The applicant has met the requirements of the *Mineral Resources Development Act 1995* and you may, if you wish, grant the application.

Communications Strategy:

The relevant stakeholders and land managers have been given the opportunity to comment on this application. Three were received.

- Aboriginal Heritage Tasmania (AHT) have no objection to the application proceeding and noted there is no requirement for further investigation on condition that the proposed works is guided by AHT's Unanticipated Discovery Plan.
- West Coast Council made the following comment. "... Any use and development associated with a new Extractive Industry Use will require planning approval."
- Sustainable Timber Tasmania (STT) advised that a Forest Activity Assessment was issued to MMG **s 35**

s 35

Background:

The issue of the mining lease authorises the lessee to carry out mining operations in the area of land specified in the lease (subject to other approvals as may be required such as a land use permit, etc.).

Your authority to grant an application for mining lease and issue a lease is given in s. 78 and s. 81 of the *Mineral Resources Development Act 1995*. If you grant an application, you are required to issue a lease.

An assessment of the application is attached.

s 36

Kevin Robinson
Director of Mines

gtr August 2021

Prepared by:
Position:
Email:
Date:
Phone:

36

4 August 2021

36

Cleared by:
Position:
Email:
Date:
Phone:

36

9 August 2021

36

Released under RTI

ASSESSMENT OF APPLICATION FOR A MINING LEASE MLA 4M/2021 — MMG AUSTRALIA LIMITED

ASSESSMENT BY: s 36

DATE: 19 July 2021

RECOMMENDATION: I recommend that the application for a Mining Lease MLA 4M/2021 is granted with the following conditions:

Lease number:	4M/2021
Applicant:	MMG Australia Limited
Lease term:	5 years
Review period:	2 years
Current disturbed area:	Nil (~20 Hectares existing Sustainable Timbers Tasmania (STT) Helilog Road)
Maximum disturbed area:	20 ha
s 37	
Public liability:	\$20 million
Special provisions:	<ul style="list-style-type: none">No disturbance beyond the current Helilog Road alignment is permitted without the written approval of the Director of Mines.The existing alignment of Helilog Road must be maintained in accordance with the requirements of Sustainable Timbers Tasmania (STT) and to the satisfaction of the Director of Mines.
Description of the intended operation:	<ul style="list-style-type: none">The application is for Category 3 Minerals over existing Sustainable Timbers Tasmania (STT) Helilog Road, from the Pieman Road to the applicants existing Mining Lease ML 6M/2008.The application is to provide unfettered access to the applicants existing mining lease at South Marionoak for construction of the proposed Tailings Storage Facility (TSF).Activity on the mining lease will be limited to maintenance of the existing Helilog Road for access to the site of the proposed South Marionoak TSF.
Supporting reasons:	<p>The application is supported for the following reasons:</p> <ul style="list-style-type: none">The mining lease will provide unfettered access to the applicants existing Mining Lease ML 6M/2008 at South Marionoak for the construction and operation of the proposed Tailings Storage Facility (TSF).Granting the mining lease will support the ongoing operation of the Rosebery Mine (on ML 28M/1993), which produces approximately one million tonnes of ore per annum, and is a significant employer and economic contributor to both the west coast and the wider Tasmanian economy and community.

Assessment of Application:

Under section 78(A) of the *Mineral Resources Development Act 1995*, the Minister may only grant an application for a mining lease if satisfied that the applicant:

a) has demonstrated that there is a sufficient quantity of minerals to justify mining;

This lease will facilitate ongoing operations of MMG Limited on adjacent Mining Leases, ML 28/1993 and ML 6M/2008. The Rosebery Mine (ML 28M/1993) has a defined resource, approved mining plan, and mine life extending to at least 2028.

b) intends to carry out mining operations under the lease;

The applicant has a history of undertaking mining operations. The applicant has commenced site investigations and the land use permit approvals process for the proposed Tailings Storage Facility (TSF) at the South Marionoak site (ML 6M/2008). The applicant has referred the TSF proposal under the *Environment Protection & Biodiversity Control Act 1999* (EPBC). The TSF proposal was determined to be a controlled action under the EPBC. The Environment Protection Authority (EPA) Tasmania will assess the proposal under the bilateral agreement with the Commonwealth.

c) intends to comply with this Act;

The applicant has demonstrated compliance with the Act with this application and on its exiting mineral tenements.

d) has an appropriate mining plan;

The applicant has provided a mine plan that has been accepted, assessed and approved as being appropriate.

e) is likely to have sufficient financial and technical resources to carry out the mining plan;

MMG has a large technical services department as part of their ongoing mining operation at Rosebery, these include engineers, geologists, environmental scientists, and survey professionals. MMG delivered a profit of USD\$93.3 million in the six months to 31 December 2020 and has demonstrated sufficient financial resources for this extension to their Rosebery operations.

f) has provided a copy of the applicant's current public liability insurance policy;

MMG have provided a copy of PLI for US\$20 million

g) has provided a security deposit.

Yes.

Other relevant information:

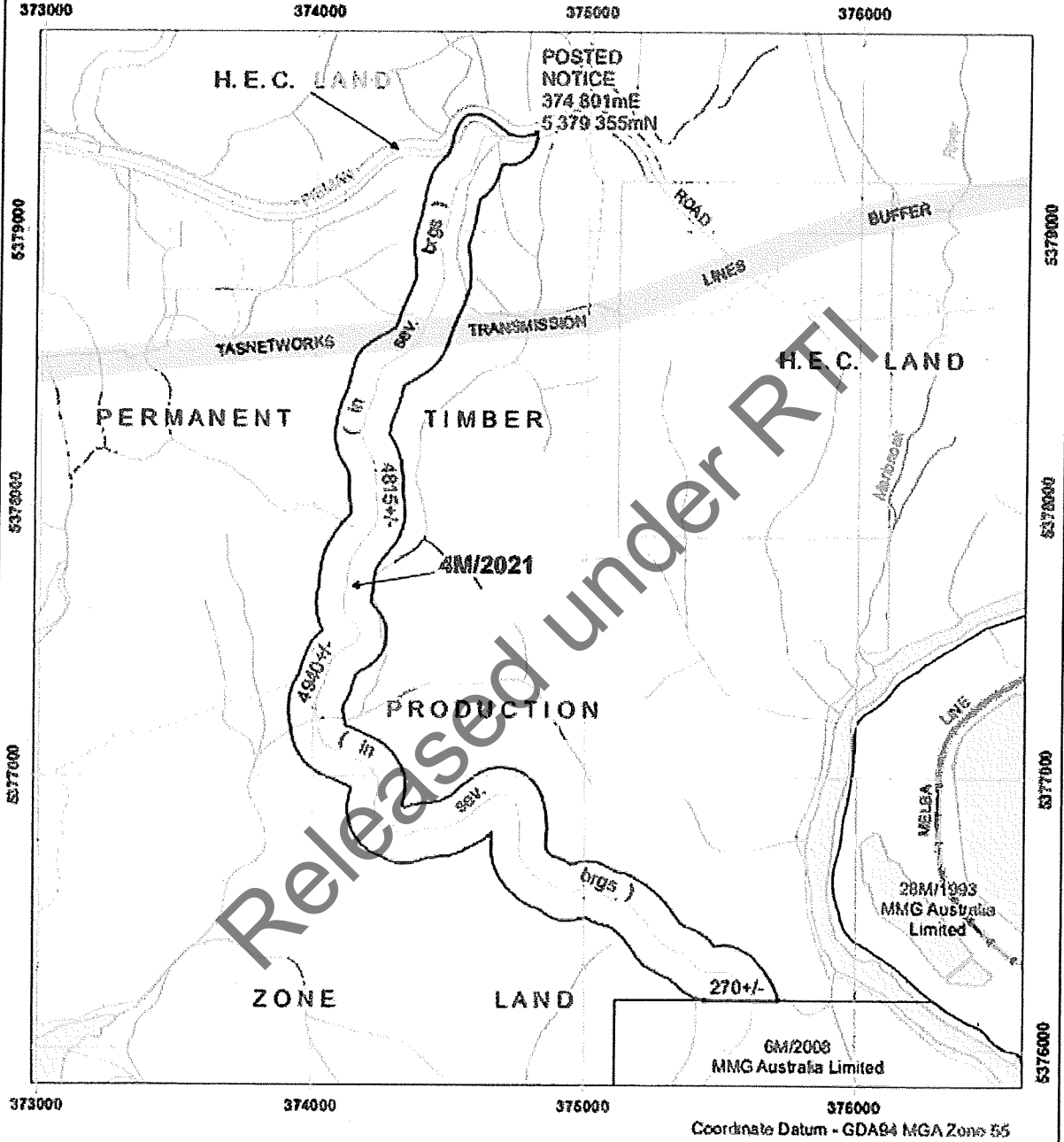
Landslip Hazard Assessment

MRT has determined the application area (existing road alignment and adjacent corridor) to be sufficiently stable and a landslide risk management report is not required.

Department of State Growth
MINERAL RESOURCES TASMANIA



PLAN SUBJECT TO SURVEY



MUNICIPALITY:	WEST COAST	SCALE:	1:20000
VICINITY:	ROSEBERY (5KM NW OF)	AREA:	97 ha
MAP:	ROSEBERY 1:25 000	DATE:	30/04/2021
APPLICANT:	MMG AUSTRALIA LIMITED	4M/2021	
COMPILED FROM:	N/A		

☐ LAND DEMISED

From: secretariat
Sent: Tuesday, 10 August 2021 1:52 PM
To: Correspondence, Barnett
Subject: DRAFT MINUTE - Minster for Resources - Grant Mining Lease Application - MLA 4M_20 - MMG Australia Ltd - Rosebery
Attachments: DRAFT MINUTE - Minster for Resources - Grant Mining Lease Application - MLA 4M_20 - MMG Australia Ltd - Rosebery.PDF

Hi 36

Minute attached - I understand that this Minute and hard copies have been hand delivered to 36

Regards

36

36

s 36

Secretariat and Legal Services | Business Services | Department of State Growth
Salamanca Building Parliament Square, 4 Salamanca Place Hobart TAS 7000 | GPO Box 536, Hobart TAS 7001

36 | www.stategrowth.tas.gov.au

DEPARTMENT OF STATE GROWTH COURAGE TO MAKE A DIFFERENCE THROUGH:



TEAMWORK



EXCELLENCE



INTEGRITY



RESPECT

Out of scope



Mining Lease 4M/2021

Dated *16 August* 2021

The Honourable Guy Barnett MP ("Minister")

and

MMG Australia Limited ("Lessee")

The Crown Solicitor of Tasmania
GPO Box 825
Hobart 7001
Phone: (03) 6165 3650
Fax: (03) 6233 2874
Email: crown.solicitor@justice.tas.gov.au

Mining Lease 4M/2021

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General Terms

1 Definitions and interpretation

1.1 Definitions

In this Lease unless the contrary intention appears, or the context requires otherwise:

"Act" means the *Mineral Resources Development Act 1995*;

"Authorised Purpose" means:

- (a) to carry out Mining Operations in the Lease Area, for minerals of the Category (as defined in the Act) shown in Item 1 of Schedule 2; and
- (b) (only to gain access to the Lease Area), to enter on, and pass over Crown land adjoining the Lease Area;

"Business Day" means a day on which authorised deposit-taking institutions (as defined in the *Banking Act 1959* (Cwlth)) in Hobart are open for general banking business excluding, Saturdays, Sundays and public holidays;

"Deposit" means the sum shown in Item 2 of Schedule 2, determined by the Minister as the security deposit under the Act for this Lease, as varied under clause 7;

"Director" means the Director of Mines appointed under section 8 of the Act;

"Insolvent" means, for a natural person:

- (a) having committed an act of bankruptcy;
- (b) being made bankrupt; or
- (c) being subject to an arrangement under part IV of the *Bankruptcy Act 1966* (Cwlth);

and for a corporation:

- (d) being wound up (other than for the purpose of restructure);
- (e) having a controller appointed;
- (f) coming under administration under the *Corporations Act 2001* (Cwlth);
- (g) being subject to an order for winding up or reconstruction; or

- (h) having a receiver, a receiver and manager, an agent in possession, a trustee or guardian appointed to the property of the corporation;

“Inspector” has the same meaning as in the Act;

“Intellectual Property” means all copyright, patents, registered and unregistered trademarks, registered designs, trade secrets and know-how and all other intellectual property rights resulting from intellectual activity;

“Interest Rate” means the aggregate of two per cent (2%) per annum and the same rate as the rate prescribed for the purposes of section 36(a)(ii) of the *Crown Lands Act 1976*;

“Lease” means this mining lease granted under the Act;

“Lease Area” means the land described in Schedule 1;

“Legislative Requirements” means Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth, the State or a local government body exercising lawful jurisdiction;

“Lessee’s Obligations” means the terms in Schedules 3 and 4;

“Mining Operations” has the same meaning as in the Act;

“Minister” means the Minister administering the Act and includes his successors in office;

“Moral Rights” means:

- (a) a right of attribution of authorship;
- (b) a right not to have authorship falsely attributed; or
- (c) a right of integrity of authorship;

granted to creators under the *Copyright Act 1968* (Cwlth);

“Rent” means the annual rent prescribed under the Act;

“Reports” means the reports that the Lessee submits to the Director under the Act;

“Royalty” means the royalty prescribed under the Act;

“Special Provisions” means the terms in Schedule 3;

“Term” means the period from the date of this Lease until the date shown in Item 3 of Schedule 2.

1.2 Interpretation

In this Lease, unless the contrary intention is expressed:

- (a) a reference to this Lease includes its schedules, appendices, annexures and attachments, and any variation or replacement of any of it;
- (b) a reference to a statute, ordinance, code, or other legislative instrument includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes plural and conversely;
- (d) a reference to a gender includes reference to each other gender;
- (e) a reference to a person includes:
 - (i) an individual, a firm, a body corporate, an unincorporated association or a statutory or responsible authority or other authority, as constituted from time to time; and
 - (ii) the person's executors, administrators, successors and permitted assigns;
- (f) an agreement, representation or warranty by, or for, two or more persons binds, or is for their benefit, together and separately;
- (g) a covenant forbidding a person from doing something, also forbids that person from authorising or allowing another person to do it;
- (h) a reference to any thing (including an amount) is a reference to the whole or any part of it and a reference to a group of persons is a reference to any one or more of them;
- (i) a reference to a clause, paragraph, schedule, annexure or appendix, is a reference to a clause, paragraph, schedule, annexure or appendix in or to this Lease;
- (j) a reference to a day is to be interpreted as the period of time starting at midnight and ending twenty-four (24) hours later;
- (k) a reference to a month or a year means a calendar month or a calendar year respectively;
- (l) words or phrases derived from a defined word have a corresponding meaning to the defined word;
- (m) a term of inclusion is not to be interpreted as a term of limitation;

- (n) all payments referred to in, or to be made under, this Lease must be in Australian dollars;
- (o) a reference to the payment of money within a specified time, means the full clearance of any cheque into the payee's account within that time;
- (p) it operates under Tasmanian time;
- (q) headings are included for convenience only and do not form part of it and are not be used in its interpretation;
- (r) if a party consists of more than one person then this Lease binds all or any two or more of them jointly and each of them severally;
- (s) an uncertainty or ambiguity in the meaning of a provision is not to be interpreted against a party only because that party prepared the provision;
- (t) if a day appointed for the payment of money or the performance of an act, falls on a day that is not a Business Day, then the day for the payment of that money or the performance of that act will instead be the Business Day immediately following the appointed day; and
- (u) "writing" includes typing, lithography, photography and other modes of representing or reproducing words, figures, diagrams and symbols in a tangible and visible form.

2 Issue of Lease

2.1 Grant

The Minister, acting under section 81(1) of the Act, leases the Lease Area to the Lessee exclusively for the Authorised Purpose, subject to:

- (a) the terms and conditions in this Lease; and
- (b) the provisions of the Act.

2.2 Term

This Lease is in force for the Term, unless revoked earlier.

3 Rent and Royalty

The Lessee must pay the Rent and the Royalty as required under the Act.

4 Conditions of Lease

In addition to the conditions imposed under the Act, this Lease is issued subject to the following conditions:

- (a) the Lessee must not use the Lease Area for any purpose other than the Authorised Purpose;
- (b) the Lessee must observe and perform the Lessee's Obligations strictly and punctually;
- (c) the Lessee must comply with all applicable Legislative Requirements;
- (d) the Lessee must not become Insolvent;
- (e) the Lessee must comply with the obligations imposed on the Lessee under clauses 6, 7(b), 8, 9 and 10.

5 Lessee's failure to comply with a condition

5.1 Minister may remedy default

The Minister, or a person appointed by the Minister, may:

- (a) enter the Lease Area and carry out work necessary to secure observance, performance and compliance with all of the terms and conditions contained in this Lease; and
- (b) take whatever action is necessary to remedy a breach of a Legislative Requirement or Lease condition, without prejudice to any other available remedy.

5.2 Lessee must reimburse Minister

The Lessee must reimburse to the Minister all costs incurred under clause 5.1 within seven days of demand, together with interest at the Interest Rate, calculated from the date of expenditure by the Minister to the date of payment by the Lessee.

5.3 Minister may distrain

In addition to any other available right or remedy, the Minister may distrain for unpaid Rent or Royalty.

6 Lessee's further obligations

6.1 Obligations

The Lessee must:

- (a) not start any work for the Authorised Purpose until all Legislative Requirements have been satisfied;
- (b) extract as much of the economic mineral or minerals in the Lease Area as is consistent with the Authorised Purpose, safety and good mining practice;
- (c) take such steps as an Inspector directs, to avoid or protect mining features or artefacts in the Lease Area considered to be of cultural heritage significance;
- (d) undertake an audit of the heritage values of the Lease Area, if directed to do so by the Director, and to deliver the audit report to the Director;
- (e) notify the Inspector if mining features or artefacts, thought to be of significance, are uncovered by Mining Operations;
- (f) carry out all Mining Operations consistently with the mining plan most recently approved by the Director for the Lease Area;
- (g) whenever the Director requires, submit to the Director, an updated mining plan that takes into account:
 - (i) changes to relevant Legislative Requirements and codes of practice;
 - (ii) changes to the environmental effects of the Mining Operation;
 - (iii) changes to permit or Lease conditions;
 - (iv) unforeseen environmental effects of the Mining Operation; or
 - (v) changes in the scale or nature of the Mining Operation;
- (h) stack non-merchantable timber and other vegetation cleared from the Lease Area, within a cleared area;
- (i) not cut, remove or use any timber on the Lease Area for mining or domestic purposes without the prior written approval of an Inspector, or in the case of State Forest, of the District Forester;
- (j) provide drains and settling ponds to the Director's satisfaction, designed and maintained to meet or exceed the following requirements:
 - (i) to mitigate reasonably foreseeable sediment loss that would result from a one in 10 year storm event;

- (ii) discharge from ponds must occur via a stable spillway that is not subject to erosion;
 - (iii) all dam walls must be stable, treated with topsoil and vegetated or otherwise treated so as to prevent erosion;
 - (iv) ponds must be cleaned out regularly so that, at any time, no more than two-thirds of the depth of the pond contains sediment; and
 - (v) sediment removed during cleaning must be securely deposited so that it will not be transported off the Lease Area by surface run-off;
-
- (k) not damage or interfere in any way with existing or future roads, tracks, water licences or easements, or drainage systems on the Lease Area;
 - (l) repair any damage to existing or future roads, tracks, water licences or easements, or drainage systems on the Lease Area at the Lessee's cost, to the satisfaction of an Inspector;
 - (m) remove and stockpile surface soil separately from other overburden;
 - (n) rehabilitate worked-out areas concurrently with Mining Operations, so that, except with the Director's prior written approval, the un-rehabilitated area does not exceed the area shown in Item 4 of Schedule 2, at any time;
 - (o) not clear any vegetation or undertake any earthworks, outside the proposed area of disturbance shown on the mining plan, without the Director's prior written approval;
 - (p) take immediate action to suppress any fire for which there is no permit, that commences on the Lease Area during Mining Operations;
 - (q) retain all tailings, waste rock and overburden within the Leased Area and to rehabilitate disturbed areas to the Director's satisfaction;
 - (r) ensure that all equipment entering or leaving the Lease Area is clean and free from earth, mud or vegetation, to minimise the risk of weeds or plant diseases being spread to and from the site;
 - (s) establish within the Lease Area and maintain throughout the Term, an adequate, stable buffer zone at least 10 metres wide, and parallel to, the Lease Area common boundary with all adjoining land occupied or used by another;
 - (t) not conduct Mining Operations or ancillary activities on the buffer zone without the prior written approval of an Inspector and the occupier of the adjoining land;

- (u) when Mining Operations are coming to an end:
 - (i) give the Director at least four weeks prior written notice of the date on which the Lessee expects to cease Mining Operations; and
 - (ii) subject to paragraphs (d) and (e) of this clause, if a shaft, an adit, an excavation, a stockpile, wastes, a dam, or other workings, or the access to them, is likely to constitute a hazard, cap, fill, grade or rehabilitate the workings to remove or otherwise secure the hazard to the Director's satisfaction; and
 - (iii) rehabilitate worked out areas of the Lease Area, including revegetating the Lease Area surface, to the Director's satisfaction; and
 - (iv) subject to paragraphs (d) and (e) of this clause, remove all structures, equipment, hazardous substances and debris from the Lease Area unless the Director directs otherwise.

6.2 Unworked mineral

The Director (whose decision on the matter is final), will determine whether the Lessee has satisfied clause 6.1(b).

6.3 Conflict with Quarry Code of Practice

If a permit condition under the *Land Use Planning and Approvals Act 1993*, or a Lease condition under this Mining Lease, conflicts with the *Quarry Code of Practice* approved under section 204 of the Act, then the permit or Lease condition takes precedence.

7 Increased security deposit

- (a) The Minister may require the Lessee to increase the value of the Deposit whenever, and as often as, the Minister sees fit.
- (b) The Lessee must provide any increased Deposit within 20 Business Days after being required to do so.

8 Lessee's indemnities and waiver

8.1 Lessee indemnifies Minister for third party risk

The Lessee must indemnify the Minister against all present and future legal liability, claims, or proceedings for:

- (a) personal injury to, or death of a third party;
- (b) either or both loss of, or damage to, property of a third party; and

- (c) financial loss of a third party;

arising from, or attributable to, the Lessee's occupation or use of the Lease Area.

8.2 Lessee indemnifies Minister against loss and damage

The Lessee must indemnify the Minister against all loss and damage to the Lease Area and all property on it arising from, or attributable to, the Lessee's occupation or use of the Lease Area.

8.3 Waiver of rights of recovery from the Minister

The Lessee waives all present and future rights to claim against the Minister for:

- (a) personal injury to, or death of, the Lessee;
- (b) either or both loss of, or damage to, any of the Lessee's property; and
- (c) financial loss to the Lessee;

arising from, or attributable to, the Lessee's occupation or use of the Lease Area.

8.4 Nature of indemnities and waiver

The indemnities and waiver in this clause 8:

- (a) do not extend to liability caused by the Minister's wrongful (including negligent) act or omission;
- (b) are continuing obligations of the Lessee, separate and independent from any other obligations; and
- (c) survive the termination of this Lease.

9 Insurance

9.1 Lessee to insure

The Lessee must hold and keep current throughout the Term and for as long as the Lessee occupies the Lease Area, contracts of insurance with a reputable insurer lawfully carrying on insurance business in Australia, indemnifying:

- (a) the Minister's and the Lessee's respective liability for:
 - (i) personal injury to, or death of, a third party; and
 - (ii) either or both loss of, or damage to, the property of a third party;

for at least the sum shown in Item 5 of Schedule 2, for each individual claim or series of claims arising out of a single occurrence, or for such other amount as the Minister reasonably determines from time to time;

- (b) the Lessee's liability for workers' compensation; and
- (c) any other risks that the Minister reasonably requires the Lessee to insure against, for the amount stipulated by the Minister, to the extent that the claim for indemnity is not caused by the Minister's wrongful (including negligent) act or omission.

The liability to be insured against under paragraph (a) is liability arising from, or attributable to, the Lessee's occupation or use of the Lease Area, to the extent that the injury, death, damage or loss is caused by a wrongful (including negligent) act or omission of the Lessee or the Lessee's employees, agents, sub-contractors or invitees.

9.2 Crown to be named as principal

Insurance under clause 9.1(a) must cover "the Crown in Right of Tasmania" as principal under the insurance contract.

9.3 Lessee to notify Director

The Lessee must notify the Director in writing as soon as practicable:

- (a) if an insurance contract taken out under clause 9.1 lapses, is cancelled or is materially altered; or
- (b) if an insurance contract taken out under clause 9.1 is materially altered; or
- (c) if the Lessee claims, or becomes entitled to claim under such an insurance contract for something related to this Lease.

9.4 Evidence of insurance

The Lessee must give the Director evidence of:

- (a) the terms of; and
- (b) payment of the premium for;
each insurance contract taken out under clause 9.1,
- (c) before the Lessee exercises rights under the Lease; and
- (d) before each due date for renewal of each such insurance contract.

9.5 Minister may insure

If the Lessee fails to hold or renew each insurance contract required under clause 9.1, then without being obliged to do so, the Minister may:

- (a) take out or renew an insurance contract that the Lessee does not hold or has not renewed; and
- (b) pay any unpaid premium.

The Lessee must pay to the Director, on demand, all costs that the Minister or the Director incurs to do that, and interest on those costs, at the Interest Rate, from the date of outlay to the date of payment.

9.6 Lessee not to prejudice insurance

The Lessee must not do anything that may result in an insurance contract taken out under clause 9.1, or any part of it, becoming invalid or unenforceable.

10 Licence to use Reports

10.1 Grant of licence

Subject to clauses 10.2 and 10.3, the Lessee grants to the Minister a permanent, irrevocable, free, world-wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, publish, adapt and exploit the Intellectual Property in all Reports, for any Crown purpose.

10.2 Lessee does not warrant ownership

- (a) The Lessee does not warrant ownership of all Intellectual Property in the Reports.
- (b) The Lessee must use best endeavours to identify to the Director, those parts of each Report in which another person holds Intellectual Property rights.

10.3 Confidentiality of Reports

The Minister must keep confidential for the Term and any renewal of the Term all Reports with respect to activities carried out in the Lease Area provided by the Lessee pursuant to the Act, unless the Lessee waives this entitlement to confidentiality.

10.4 Moral Rights consent from Lessee

The Lessee unconditionally consents to any infringement of the Lessee's Moral Rights resulting from any use of the Reports by or on behalf of the Crown, for any Crown purpose.

10.5 Moral Rights consent from third party authors

To the extent that a third party has Moral Rights in the Reports, the Lessee warrants that it has obtained the third party's unconditional consent to any use of those materials by or on behalf of the Crown, for any Crown purpose.

10.6 Supply of documentary evidence

If the Director so requests, the Lessee must promptly provide to the Director, all Moral Rights consents required by clauses 10.4 and 10.5.

11 Goods and Services Tax

11.1 GST exclusive

Subject to any other provision of this Lease expressing a contrary intention, if GST is imposed on a supply made under it, then the party paying for the supply must pay the amount of the GST to the party making the supply, at the same time as, and in addition to, the amount payable for the supply.

11.2 Tax invoice

A party making a taxable supply under this Lease must give the recipient a tax invoice for the taxable supply when that supply is made.

11.3 Entitlement to input tax credit

If, under this Lease, a party is required to indemnify another party, or to make a reimbursement or contribution to another party, and that other party can obtain an Input Tax Credit on an acquisition associated with that indemnity, reimbursement or contribution, then the amount the party is required to pay is:

- (a) reduced by the amount of that Input Tax Credit; but
- (b) increased by any GST payable by that other party in respect of the indemnity, reimbursement or contribution.

11.4 Defined terms in GST Act apply

In this clause "GST" refers to goods and services tax under *A New Tax System (Goods and Services) Act 1999* ("GST Act") and the terms used have the meanings as defined in the GST Act.

12 Notices

12.1 Giving a notice

- (a) A notice or other communication to be given or made under this Lease must be in writing and addressed, as the case may be, to the receiving party at their address in Schedule 1.

- (b) A party may from time to time change its address or number for service by giving written notice to the other party.

12.2 Serving a notice

A notice or other communication is taken to have been duly served:

- (a) in the case of hand delivery - when delivered;
- (b) if sent by prepaid post - on the third Business Day after the date of posting;
- (c) if sent by facsimile transmission (if the sending facsimile machine produces a print out of the time, date and uninterrupted transmission record of the sending of the notice) - upon completion of sending if completion is within ordinary business hours in the place where the recipient's facsimile machine is located, but if not, then at 9.00 a.m. on the next Business Day.

12.3 Sufficiency of notice etc

A notice or other communication to be given or made under this Lease, is sufficient if:

- (a) in the case of the Minister, it is signed by the Minister, or a duly authorised officer of the Minister's Department, or the Minister's solicitors;
- (b) in the case of the Lessee, it is signed by the Lessee or the Lessee's agent or solicitors.

12.4 Signatures

A printed or copied signature is sufficient when sending a demand, written consent or other communication by facsimile transmission.

13 Exercise of powers

13.1 Minister may delegate

The Minister may exercise any powers, authorities and discretions through permanent officers or any other person or corporation appointed in writing for that purpose.

13.2 Minister's consent

If the Minister's consent is required to be obtained under the provisions of this Lease, the Minister may give or withhold the consent at the Minister's absolute discretion and on the conditions that the Minister imposes.

14 Governing law and jurisdiction

14.1 Law of Tasmania

This Lease is governed by the law of Tasmania, and the parties submit to the jurisdiction of the Courts of Tasmania.

14.2 Proceedings issued under or about this Lease

Any proceedings issued against the Minister or the Director under or about this Lease, must be instituted either:

- (a) in a Tasmanian court; or
- (b) in the Federal Court, from the Tasmanian Registry of that court.

15 Confidentiality

- (a) Despite any confidentiality or intellectual property right subsisting in this Lease or a schedule, appendix, annexure or attachment to it, either party may publish all or any part of it without reference to the other.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

16 Rights cumulative

The rights and remedies, provided in this Lease are cumulative and not exclusive of any rights or remedies provided by law.

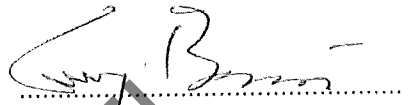
Executed as a deed.

Signing page

Dated:

10 August 2021

Signed by The Honourable Guy
Barnett MP (the Minister responsible
to administer the Act) in the presence
of:



36

Signature of witness

36

Name of witness (block letters)

s 36

Address of witness

36

Occupation

Schedule 1

The Lease Area

As in the attached Mining Lease.

Total area of the Lease Area: 97 ha

Addresses for service of notices

1. **The Minister:** C/- The Director of Mines
 Mineral Resources Tasmania
 PO Box 56
 Rosny Park TAS 7018

2. **The Lessee:** MMG Australia Limited
 (Attn: Neil Rankine)
 PO Box 154
 Cannington WA 6987

Schedule 2

Item 1 (Refer clause 1.1, "Authorised Purpose")

Mineral Category: 3 – Construction Minerals

s 37



Item 3 (Refer clause 1.1, "Term")

Term end date: 31 August 2026.

Item 4 (Refer clause 6.1(n))

Un-rehabilitated area: 20 hectares.

Item 5 (Refer clause 9.1(a))

Public risk insurance cover: \$20 Million.

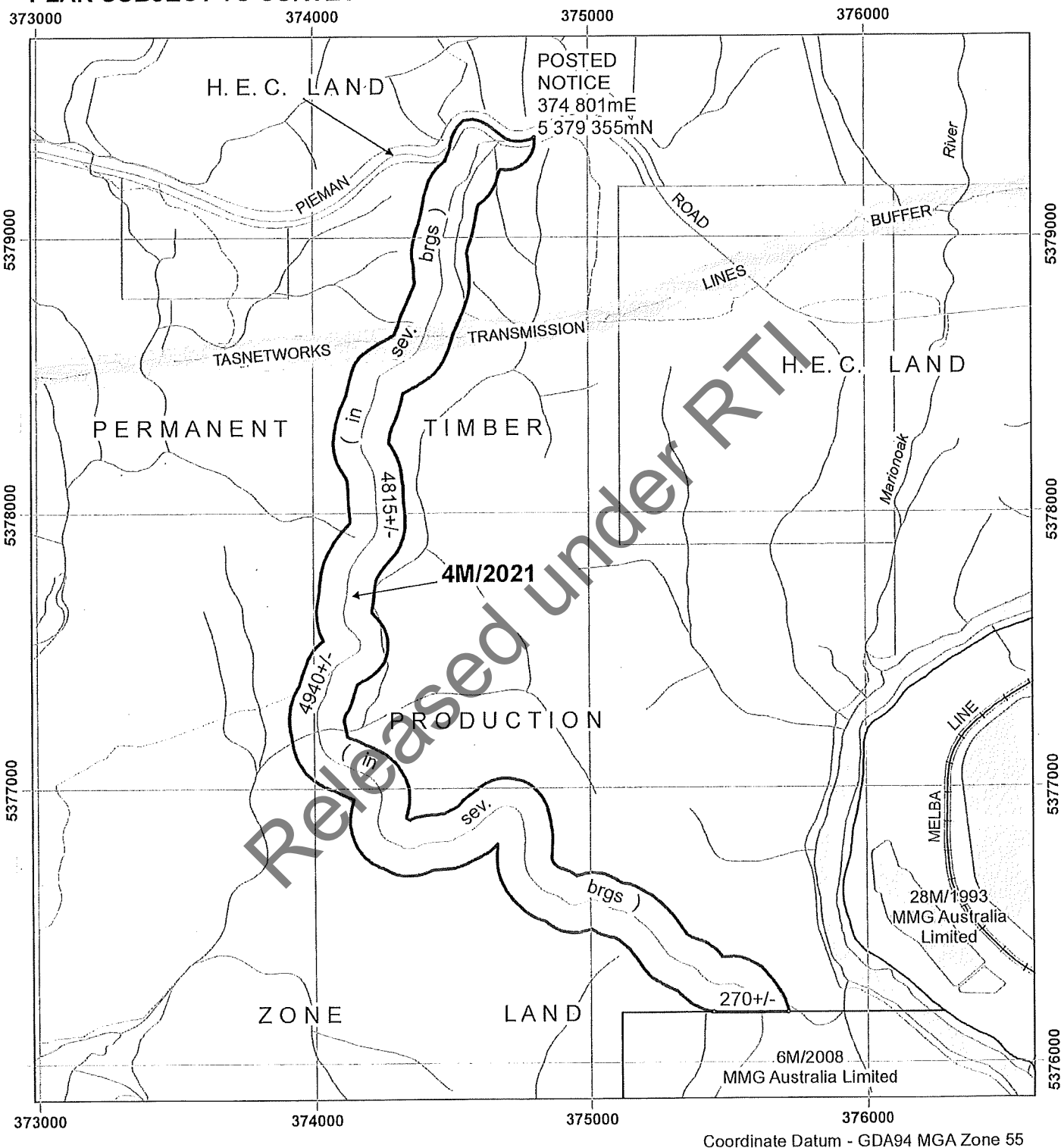
Schedule 3

Special Provisions

- No disturbance beyond the current Helilog Road alignment is permitted without the written approval of the Director of Mines.
- The existing alignment of Helilog Road must be maintained in accordance with the requirements of Sustainable Timbers Tasmania (STT) and to the satisfaction of the Director of Mines.

Released under RTI

PLAN SUBJECT TO SURVEY



MUNICIPALITY:	WEST COAST	SCALE:	1:20000
VICINITY:	ROSEBERY (5KM NW OF)	AREA:	97 ha
MAP:	ROSEBERY 1:25 000	DATE:	30/04/2021
APPLICANT:	MMG AUSTRALIA LIMITED	4M/2021	
COMPILED FROM:	N/A		
		<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; width: 20px; height: 10px; margin-right: 5px;"></div> LAND DEMISED </div>	

Schedule 4

State Forest

This Schedule applies to all parts of the Lease Area that are State Forest.

- (a) The Lessee must liaise with the District Forester responsible for the Lease Area before starting Mining Operations likely to affect State Forest or forestry operations on the Lease Area.
- (b) The Lessee must compensate Sustainable Timber Tasmania for each tree removed, at its market value at the time of removal.
- (c) The Lessee must give Forest officers and their agents free access to the Lease Area, including the use of roads and tracks for forestry purposes, throughout the Term.
- (d) The Lessee must sell to Sustainable Timber Tasmania, its contractors and agents, forest products:
 - (i) occurring naturally on the Lease Area; and
 - (ii) to which the Lessee is entitled;that Sustainable Timber Tasmania reasonably requires, if Sustainable Timber Tasmania agrees to pay market value for winning or producing that material.
- (e) If the Lessee and Sustainable Timber Tasmania fail to agree about what constitutes market value under this Schedule, the Director may finally determine the issue.

From: 36
Sent: Thursday, 29 July 2021 11:49 AM
To: Info, MRT; Willis, Robert
Subject: FW: CLEARED (ISM) - MLA Request Security / PLI - 4M/2021
Attachments: BG DRAFT LG5124721000031 DRAFT.pdf

Dear Robert

Our Beijing office has provided a copy of the draft bank guarantee issued from the 37 office in Melbourne for MLA 4M/2021 .

This is the same version that was previously forwarded for your review but now has the relevant information in Sections A – G in place.

It is requested if MRT could review that the wording of the completed draft is acceptable to the Department of State Growth prior to issue by the bank.

Your assistance to this request would be greatly appreciated.

Thank and regards

s 36

MMG Limited

HKEx:1208

PO BOX 154
 CANNINGTON WESTERN AUSTRALIA 6987

36

www.mmj.com

From: 36
Sent: Wednesday, 28 July 2021 4:09 PM
To: 36
Cc: 36
Subject: RE: CLEARED (ISM) - MLA Request Security / PLI - 4M/2021

Hi 36

Could you please share the attached draft with beneficiary?

If they have no queries on that, I will inform 37 to courier the original copy to Robert with below contact info.

Robert Willis | Registrar of Mines

Mineral Resources Tasmania | Department of State Growth
 Level 2/49 Cattley Street, Burnie TAS 7320 | PO Box 672, Burnie TAS 7320
 Phone: +61 (03) 6477 7097 | Mobile: 0439 091 231 | Fax: (03) 6173 0222

Thanks a lot.

Best regards,

s 36 [Redacted]

MMG Limited

s 36 [Redacted]
36 [Redacted]

From: 36 [Redacted]
Sent: Thursday, 22 July 2021 11:28 AM
To: 36 [Redacted]
Cc: 36 [Redacted]
36 [Redacted]
Subject: RE: CLEARED (ISM) - MLA Request Security / PLI - 4M/2021

Hi 36 [Redacted]

Please see attached MRT- Department of State Growth acceptance email for the 37 [Redacted] Bank Guarantee Sample that is also attached.

Regards

s 36 [Redacted]

MMG Limited

HKEx:1208

PO BOX 154
CANNINGTON WESTERN AUSTRALIA 6987

36 [Redacted]

www.mmg.com

From: 36 [Redacted]
Sent: Wednesday, 21 July 2021 4:46 PM
To: 36 [Redacted]

Cc: 36

36

Subject: RE: CLEARED (ISM) - MLA Request Security / PLI - 4M/2021

Dear 36

Thanks for your email.

I notice you mention we need to follow BG guidelines requested by the government.

This year, we have issued one BG to Mineral Resources Tasmania for Rosebery Site as attached, looks like they are happy with 37 standard format. But to double confirm, could you please check with the beneficiary whether the "Bank Guarantee Sample" is acceptable for this new BG?

Cheers.

Best regards,

s 36

MMG Limited

s 36

36

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To: 36

Cc: 36

Subject: FW: CLEARED (ISM) - MLA Request Security / PLI - 4M/2021

Dear 36

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Also duly completed is your Bank Guarantee Application Register Form.

Please note page 4 of the MRT letter request details the accepted format for a Bank Guarantee.

It would be appreciated if the Security can be issued by 15 August 2021.

Please get back if you have any further questions.

Regards

s 36

MMG Limited

HKEx:1208

PO BOX 154
CANNINGTON WESTERN AUSTRALIA 6987

36

www.mmhg.com

From: 36
Sent: Wednesday, 21 July 2021 9:47 AM
To: 36
Cc: 36
Subject: FW: CLEARED (ISM) - MLA Request Security / PLI - 4M/2021

Hi 36

See attached – please followup with respect to the public liability and security requirements.

Regards

36

From: 36
Sent: Wednesday, 21 July 2021 9:24 AM
To: 36
Cc: 36
Subject: CLEARED (ISM) - MLA Request Security / PLI - 4M/2021

Dear Mr 36

Attached is correspondence from the Registrar of Mines, Mineral Resources Tasmania (MRT) in relation to mining lease application MLA 4M/2021.

Should you have any concerns or queries please contact MRT on 03 6165 4800 or email info@mrt.tas.gov.au.

Kind regards

s 36

Mineral Resources Tasmania | Department of State Growth
Level 2/49 Cattley Street, Burnie TAS 7320 | PO Box 672, Burnie TAS 7320
Phone: 36 Fax: (03) 6173 0222
info@mrt.tas.gov.au | www.mrt.tas.gov.au | www.stategrowth.tas.gov.au

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Security Deposit Report

Security Deposit Id	33183
Last Update	09/08/2021
Last User	s36
Category	Lease
Status	CUR

SECURITY DEPOSIT DETAILS

Received	09/08/2021			
Security Type	Bank Guarantee	Account / Receipt No.	LG5124721000031	
Supplied	MMG Management Pty Ltd			
Bank	s37			
Branch	Sydney			
Amount	s 37	Refund	\$0.00	Returned
Purpose	Security Deposit			

COMMENTS

Date	By	Comment
09/08/2021	s 36	s 37 rec'd at MLA. CM9:D21/182181/2

TENENMENTS

Ten Ref	Holder	Tenement Status	Security Obligation Cleared
4M/2021	MMG Australia Limited	Application	

From: 36
Sent: Thursday, 29 July 2021 12:18 PM
To: Willis, Robert; Info, MRT
Subject: RE: CLEARED (ISM) - MLA Request Security / PLI - 4M/2021

Will do, thanks very much for your assistance Robert.

Regards

s 36

MMG Limited

36

www.mmg.com

From: Willis, Robert <Robert.Willis@stategrowth.tas.gov.au>
Sent: Thursday, 29 July 2021 9:54 AM
To: 36 Info, MRT <mrt.info@stategrowth.tas.gov.au>
Cc: 36
Subject: RE: CLEARED (ISM) - MLA Request Security / PLI - 4M/2021

Hi 36

That looks fine.

Please have the signed copy couriered to me asap at the below address.

Regards

Robert Willis | Registrar of Mines
 Mineral Resources Tasmania | Department of State Growth
 Level 2/49 Cattley Street, Burnie TAS 7320 | PO Box 672, Burnie TAS 7320
 Phone: +61 (03) 6477 7097 | Mobile: 0439 091 231 | Fax: (03) 6173 0222
robert.willis@stategrowth.tas.gov.au | info@mrt.tas.gov.au
www.mrt.tas.gov.au | www.stategrowth.tas.gov.au

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From: 36
Sent: Thursday, 29 July 2021 11:49 AM

To: Info, MRT <mrt.info@stategrowth.tas.gov.au>; Willis, Robert <Robert.Willis@stategrowth.tas.gov.au>
Subject: FW: CLEARED (ISM) - MLA Request Security / PLI - 4M/2021

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HKEx:1208

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www.mmg.com

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www.mrt.tas.gov.au | www.stategrowth.tas.gov.au

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Released under RPA

From: 36
Sent: Wednesday, 21 July 2021 11:24 AM
To: 36
Cc:
Subject: CLEARED (ISM) - MLA Request Security / PLI - 4M/2021
Attachments: CLEARED (ISM) - MLA Request Security PLI - 4M 2021.PDF

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DEPARTMENT OF STATE GROWTH COURAGE TO MAKE A DIFFERENCE THROUGH:



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Department of State Growth

MINERAL RESOURCES TASMANIA



Enquiries Tenement Administration
Ph 03 6165 4800 Fax 03 6173 0222
Email info@mrt.tas.gov.au Web www.mrt.tas.gov.au
Our Ref D21/172699/1: SJ 4M/2021

21 July 2021

Attention: 36

MMG Australia Limited
PO Box 154
CANNINGTON WA 6987

36

Dear Mr 36

SECURITY DEPOSIT AND PUBLIC LIABILITY INSURANCE FOR MINING LEASE APPLICATION MLA 4M/2021 AT ROSEBURY (5KM NW OF)

I refer to the on-site inspection held earlier between MMG Australia Limited and Mineral Resources Tasmania's 36

You are advised that the following requirements must be provided before your mining lease application can be granted:

- s 37
- A copy of your Public Liability Insurance Policy for \$20M.

Please note: Evidence of Public Liability Insurance needs to specify the business activity, the insured premises, list any exclusions or variations to the terms of the Policy and name "the Crown in Right of Tasmania" as principle under the insurance contract.

For information relating to the provision of the above mentioned requirements please see the attached information sheets.

The security deposit will be returned to you following successful and satisfactory rehabilitation of the site at the cessation of mining activities.

If you require further assistance or clarification please do not hesitate to contact Tenement Administration on (03) 6477 7086 or email info@mrt.tas.gov.au.

Yours sincerely

s 36

Robert Willis
REGISTRAR OF MINES

Encl.

EVIDENCE OF PUBLIC LIABILITY INSURANCE – Guidelines 2018

It is a requirement under the *Mineral Resources Development Act (MRDA) 1995* for all tenement holders to have a current **Public Liability** insurance policy prior to the grant of an application for a mineral tenement. Further to this requirement the *MRDA* also states that a granted tenement is subject to terms and conditions of the issued Lease or Licence.

The terms and conditions specify that the Tenement Holder **must hold and keep current** throughout the Term, and for as long as the Tenement Holder occupies the Tenement Area, contracts of insurance with a reputable insurer lawfully carrying on insurance business in Australia.

The liability to be insured is the liability arising from, or attributable to, the Tenement Holder's occupation or use of the Tenement Area to the extent that the injury, death, damage or loss is caused by a wrongful (including negligent) act of omission of the Tenement Holder or the Tenement Holder's employees, agents, sub-contractors or invitees.

Insurance contracts for Public Liability **must cover** "*the Crown in Right of Tasmania*" as principal under the insurance contract.

Note: Policies for 'business' or 'broadform' insurance **must contain** details of third party personal and product liability for the insured premise and business activity in the name of the Tenement Holder.

Evidence of an Insurance Policy provided to Mineral Resources Tasmania (MRT) **must include:**

Insured: An Insurance Policy provided to MRT **must state** the *Tenement Holder's* name as held by the Registrar of Mines.

Note: if the *Tenement Holder* is a subsidiary of a parent company the subsidiary must also be listed on the Policy.

Insured Premises: An Insurance Policy provided to MRT **must state** the geographic limitations (location) of the existing or proposed *Mineral Tenement*.

Limit of Liability: An Insurance Policy provided to MRT **must state** the total amount of *insured cover* as specified by an Officer or Inspector for Mineral Resources Tasmania (MRT), i.e. \$10 / \$20 million.

Expiry: An Insurance Policy provided to MRT **must state** the commencement and expiry dates of Insurance coverage.

Business Activity: An Insurance Policy provided to MRT **must state** the nature of the business activity conducted on the existing or proposed *Mineral Tenement*.

For example: *Quarrying, Mining, Blasting, Processing, Exploration, Drilling etc.*

Exclusions / variations: An Insurance Policy provided to MRT **must state** any exclusions or variations to the terms of the Policy.

Note: Where applicable, the Tenement Holder must also hold and keep current contracts of insurance indemnifying the Tenement Holder's respective liability for **workers' compensation**.

SECURITY DEPOSITS

A security deposit must be lodged before any mineral tenement can be granted to ensure that there will be sufficient funds available for the remediation of the exploration or mining activities should the licensee or lessee default on their obligations.

All or part of a security deposit may be forfeited should the licensee fail to complete an agreed exploration program or if the licensee fails to comply with a condition of the licence.

Security Deposits are held until either replaced by another security deposit or formally released once rehabilitation obligations have been discharged.

Acceptable forms of security deposits are either **Cash** or a **Bank Guarantee**.

CASH DEPOSIT

Mineral Resources Tasmania does not charge fees or pay interest on cash deposits, which are held in Mineral Resources Tasmania's Cash Deposit Trust Account.

Cash deposits may be lodged by:

Cheque: Made payable to Mineral Resources Tasmania

Credit card: Please call (03) 6477 7385

Direct deposit:

BSB 037-001

Account Number 259881

Account Name Dept. of State Growth - Collections

Customer Reference MRT Security **MLA 4M/2021**

If making a **Direct Deposit**, an email notification is to be made to info@mrt.tas.gov.au of the payment details clearly stating:

- The tenement/s the payment is for; or
- The invoice number/s; or
- A full description of the purpose for which the payment is made; and
- Name, address and contact details of the party supplying the funds should we need to verify payment details.

BANK GUARANTEE – Guidelines 2019

Bank guarantees must be set up as follows:

Customer/Provider:	The tenement holder.
Favouree:	Minister administering the <i>Mineral Resources Development Act, 1995</i> (Tas) Department of State Growth (ABN 36 388 980 563) c/- Mineral Resources Tasmania, PO Box 672, Burnie Tasmania 7320.
Purpose:	"...to cover obligations on mineral tenements granted under the <i>Mineral Resources Development Act, 1995</i> held and/or operated by (insert Tenement holder's name) in the State of Tasmania..."
Expiry:	Bank guarantees must not have an expiry date and must be the 'pay on demand' type.

Bank Guarantees **must be:**

- from an authorised deposit-taking institution regulated by the Australian Prudential Regulation Authority (APRA) under the *Banking Act 1959*, and must be appropriately authorised to issue bank guarantees in Australia under Australian law.
- an original document on the financial institution's corporate stationery signed by authorised officers of the financial institution; or
- an original document executed with the seal and signatures of authorised officers of the financial institution accompanied by an original letter from the financial institution issuing the guarantee certifying the authenticity of the document.

An address for the relevant branch of the financial institution for notices **must be** included.

Where a licensee holds a number of licences, one Bank Guarantee for the total amount of the security deposits that are required may be lodged. Mineral Resources Tasmania will note administratively the quantum of each security deposit held against each licence.

Similarly, lessees holding more than one lease may lodge a Bank Guarantee for the total amount of the security deposits that are required.

All fees for the setup and maintenance of bank guarantees are the responsibility of the client.

FURTHER ADVICE

Further advice may be obtained by contacting Mineral Resources Tasmania:

Telephone: (03) 6477 7086

Email: info@mrt.tas.gov.au

Internet: www.mrt.tas.gov.au