

**LAND ACCESS ARRANGEMENT FOR MINERAL EXPLORATION**  
**Made Under Section 150 of the *Mining Act 1992***  
**Dated: 05 August 2018**

**Landholder**

Address of Landholder:

Mobile

**Landholder Contact Person/s:** As above or to be advised in writing

Address of Contact Person/s: As above or to be advised in writing

Phone: ..... Mobile: ..... Email:

Fax: ..... UHF Channel:

**Authority details:** Exploration Licence 5785 Mining Act 1992 (NSW)

Date Granted: 05 Oct 2000

Term of Licence: 04 Oct 2018

Status: Current

**Licence Holder:** Cobar Operations Pty Ltd**Head Office Contact:**

Address:

Phone:

**Supervisor:**

Address

Phone

**Public Liability Insurance Details:**

Insurance Company: QBE Insurance (Australia) Ltd

Policy No: AT/0027531PLB/ AT0027533UMB

Liability Limit: \$50,000,000 any one occurrence

**Prospecting Area:**     ◆ As shown on map attached to Arrangement (Annexure A)  
AND  
   ◆ All land described below

**The Land**

Name/Location of Land

Title Reference for Land: Lot No: 1001     Deposited Plan: 1034781

County: Robinson Parish: Booroondarra     Shire: Cobar

and additional titles depicted in Annexure A.

**Point of Entry:**      All gates     ◆ Main      Other

gates/tracks

Other: As may be agreed in writing as per clause 3.

1.1 Where the following terms appear in this Arrangement they have the meaning provided below:

- (a) **Authority** means the Exploration Licence or other Authority held by the Licence Holder and issued under the *Mining Act 1992* in respect of the Prospecting Area and Land on page 1 of this arrangement and marked on the Map at Annexure A.
- (b) **Contact Person** means the person described on page 1 of this Arrangement who is nominated by the Landholder as the most appropriate person for the Licence Holder to liaise with on access issues (or as otherwise advised notified in writing to the Licence Holder and Supervisor).
- (c) **Contractor** includes any contractor, personnel, employee or agent who is retained, employed or directed by the Licence Holder to undertake Prospecting in the Prospecting Area or enter upon the Land as part of those activities in accordance with this Arrangement.
- (d) **Exploration Licence** means the Exploration Licence or other Authority described on page 1 of this Arrangement, including as renewed.
- (e) **Force Majeure** means an event which occurs beyond the reasonable control of the Party affected, including Acts of God or public enemies, acts of governments, industrial disputes and disputes concerning title, accidents, fires, explosions, floods, machinery breakdown or interruptions in transport.
- (f) **Head Office Contact** means the head office contact authorised to oversee exploration whose name, address and contact details are set out on page 1 of this Arrangement.
- (g) **Land Access Arrangement** is an arrangement agreed or made under s140 of the Mining Act and includes this Arrangement
- (h) **Landholder** means the person specified as the Landholder on page 1 of this Arrangement.
- (i) **Licence Holder** means the holder of the Exploration Licence.
- (j) **Mining Act or Act** means the *Mining Act 1992* (NSW) as amended.
- (k) **Point of Entry** means the gate(s) referred to in clause 4 of this Arrangement.
- (l) **Prospecting, Prospecting Activity and Prospecting Methods** means the activities and methods for the prospecting and the exploration for minerals permitted by the Authority including the carrying out works on, or to remove samples from, the Land for the purpose of testing the mineral-bearing qualities of the Land, and includes any works that are ancillary and incidental to those works and which are more particularly described in clause 11 of this Arrangement.
- (m) **Prospecting Area** means the area of the Land specified on page 1 and marked on the map at Annexure A.
- (n) **Prospecting Plan** includes a plan for Prospecting and exploration prepared by the Licence Holder and to be provided to the Landholder in accordance with clause 3.6 of this Arrangement.
- (o) **Prospecting Programme** includes a programme for the proposed phases of Prospecting and exploration prepared by the Licence Holder and to be provided to the Landholder in accordance with clause 3.5 of this Arrangement.
- (p) **Stock**, solely for the purposes of this Arrangement, refers only to “feral goats” (also sometimes known as “harvested rangeland goats”) which graze or run on the Land and may be mustered and harvested at trapping points on the Land by the Landholder from time to time for sale or other commercial purposes.
- (q) **Supervisor** means the field supervisor whose name and contact details are set out on page 1 of this Arrangement (or as otherwise notified in writing to the Landholder).

- 1.2 In this Arrangement unless the contrary intention appears, or the context otherwise permits or requires:
  - (a) a word importing the singular includes the plural and vice versa;
  - (b) a word importing a gender includes each other gender; and
  - (c) a reference to a person includes an individual firm or body corporate.
- 1.3 This document and its annexures comprise the entire Arrangement and supersedes all previous arrangements. This Arrangement may only be varied by arrangement between the parties in accordance with Clause 19.
- 1.4 Where there is any inconsistency between the provisions of this Arrangement and the provisions of the Mining Act, the Mining Act will prevail to the extent of any such inconsistency.
- 1.5 Any provision in this Arrangement which is severed or unenforceable shall not invalidate the unaffected or remaining provisions of this Arrangement.
- 1.6 This Arrangement is governed by the laws of New South Wales and each party submits to the jurisdiction of the Courts of New South Wales.

## **2. APPOINTMENT OF SUPERVISOR**

- 2.1 The Licence Holder has appointed the Supervisor (nominated on page 1 of this Arrangement) for the purpose of overseeing and monitoring the due observance and performance by the Licence Holder of its Prospecting activities and its obligations under the terms and conditions of this Arrangement.
- 2.2 The Mineral Explorer will ensure that the Supervisor is available at all reasonable times to liaise with the Landholder concerning the provisions of this Arrangement.
- 2.3 The Licence Holder will notify the Landholder in writing if there is a change of person appointed as Supervisor or of their contact details.

## **3. ACCESS AND NOTICE**

- 3.1 The Licence Holder, and any contractor, employee, personnel or agent who is retained, employed or directed by the Licence Holder, may access the Paths of Entry and carry out the Prospecting in the Prospecting Area in accordance with the terms and conditions of this Arrangement.
- 3.2 The Licence Holder may only access the Prospecting Area and Paths of Entry in accordance with this Arrangement.
- 3.3 The Licence Holder must not carry out Prospecting in any areas not permitted under the Act, any other legislation or this Arrangement or other than as specified on page 1 of this Arrangement and marked on the map at Annexure A.
- 3.4 The Licence Holder will, as far as is practical, give the landholder at least 14 days prior written notice of its intention to enter the Prospecting Area for Prospecting.
- 3.5 The Licence Holder will, as far as practical, give the Landholder at least 14 days prior written notice of any proposed phases of Prospecting ("the Prospecting Programme"). In preparing or finalising the Prospecting Programme, the Licence Holder is to consult with the Landholder with the view to organising Prospecting around the mustering and harvesting of Stock and related or other farm management activities to be conducted by the Landholder on the Land.
- 3.6 Access to the Land and all Prospecting activities is to follow a plan ("Prospecting Plan") prepared by the Licence Holder and provided to the Landholder at least 14 days prior to the commencement of each phase of Prospecting set out in the Prospecting Programme. The Prospecting Plan should wherever possible, include the following information:
  - a. the nature of the proposed Prospecting activities;
  - b. the start and finish times and the days on which those Prospecting activities will be undertaken;
  - c. the names of all persons to be involved in the Prospecting and accessing the Land;

- d. a description of the vehicles and other equipment to be used on the Land.
- e. the location(s) of the proposed Prospecting;
- f. the expected commencement date, likely duration and estimated completion date of the proposed Prospecting.

#### **4. POINT OF ENTRY**

- 4.1.1 A key to the lock in the chain on the main entrance gate into "Bundella East" located on the Endeavour Mine Road on the western side of the Land ("Point of Entry"), will be supplied to the Supervisor by or on behalf of the Landowner to allow access for the proposed Prospecting after receipt of any notice provided to the Landholder in accordance with clause 2 of this Arrangement.
- 4.2 The gate at the Point of Entry will be unlocked, opened and then closed and relocked after each entry or exit by those persons accessing the Land on behalf of the Licence Holder.
- 4.3 The Licence Holder will, during such period as the Licence Holder utilises the Point of Entry, maintain and keep in good repair the Point of Entry having regard to its condition at the time of each entry.
- 4.4 The Licence Holder and the Landholder may from time to time agree upon and make arrangements for access to the Land from other Points of Entry which are to be recorded in writing between them and to which the conditions in this clause 3 will also apply.

#### **5. CONDITIONS TO BE OBSERVED BY THE LICENCE HOLDER**

- 5.1.1 The Licence Holder must comply with all requirements imposed by the Mining Act, including the conditions of the Exploration Licence.
- 5.2 The Licence Holder shall carry out Prospecting in a manner so as to:
  - (a) minimise any damage to:
    - (i) the surface of the land comprised in the Prospecting Area;
    - (ii) crops, trees, pastures, grasses or other vegetation on the Prospecting Area;
    - (iii) buildings and improvements on the Prospecting Area.
  - (b) cause minimum disturbance to, loss or injury or interference with Stock on the Property.
  - (c) subject to clause 3 above, leave all gates as found, whether open or shut or otherwise in accordance with the Landholder's instructions.
  - (d) not use or interfere with water from any of the Property's bores, dams or tanks without prior consent of the Landholder.
  - (e) not interfere with or prevent the access of Stock to any feeding or watering places when conducting Prospecting activities.
  - (f) wherever possible restrict all vehicular access to existing tracks only.
  - (g) not interfere with, cut or alter the condition of any fences or other improvements without the consent of the Landholder and promptly repair any such fences or other improvements modified or damaged in the course of Prospecting activities.
  - (h) adhere strictly to fire bans.
  - (i) ensure that no dogs or firearms are brought onto the Land.
  - (j) pay the Landholder the present market value of any of the Landholder's Stock injured or lost caused by Prospecting activities.

- (k) pay the Landholder for any damage to any pastures, crops and improvements on the Property caused by Prospecting activities.
- (l) fill, plug or cap all holes and repair other disturbances to the surface of the Land made in the course of Prospecting activities.
- (m) take all reasonable precautions to prevent erosion damage to the Land and in the event erosion damage is caused by Prospecting activities, the Licence holder will immediately take such action as may be reasonably necessary to rectify such erosion damage to the reasonable satisfaction of the Landholder.
- (n) Manage and remove from the Land any garbage, waste, refuse or empty containers produced during Prospecting activities each day or as soon as reasonably practicable.
- (o) The Licence Holder must not fell trees, strip bark or cut timber without the consent of the Landholder and other than in accordance with any applicable legislative requirements.

5.3 At the request of the Landholder, the Licence Holder must provide the Landholder with a copy of the current Exploration Licence document, and copies of any environmental assessments produced for the purpose of obtaining planning approval in respect of the Prospecting Area.

5.4 Any further conditions agreed to by the parties and made in accordance with clause 19 of this Arrangement will form part of this Arrangement and must be complied with by the Licence Holder and Landholder.

## **6. COVENANT WITH LANDHOLDER**

6.1 The Landholder agrees that for so long as the Licence Holder duly and punctually observes and performs the terms and conditions contained in this Arrangement, the Landholder and any other invited occupier of the Property:

- (a) will not impede, restrict or interfere with the carrying out of Prospecting by the Licence Holder,
- (b) consents to the carrying out of Prospecting by the Licence Holder on the Prospecting Area for mineral exploration in accordance with the Authority held by the Licence Holder.
- (c) grants to the Licence Holder such rights of way over the Prospecting Area and any other part of the Land as the Licence Holder may reasonably require for the purposes of access to any part of the Prospecting Area to conduct Prospecting.
- (d) will not enter or grant an access arrangement (under the Mining Act or the Petroleum (Onshore) Act 1991) to a person over the Prospecting Area that is inconsistent with the Licence Holder's rights under this Arrangement.

6.2 The Landholder agrees to notify the Licence Holder at least 6 weeks prior to any change that would result in the creation of a new Landholder under the Mining Act in respect of all or part of the Prospecting Area or which would be inconsistent with the Licence Holder's rights under this Arrangement.

6.3 The landholder agrees that any further conditions agreed to by the parties and made in accordance with clause 19 of this Arrangement will form part of this Arrangement and must be complied with by the Licence Holder and Landholder.

## **7. COMPENSATION**

7.1 The Licence Holder will pay the Landholder the compensation in relation to the carrying out of Prospecting on the Prospecting Area as set out in Annexure B of this Arrangement as soon as possible following the completion of that phase (referrable to the phases in the Prospecting Programme or Prospecting Plan in clause 3) to which the particular compensable Prospecting Activity relates.

7.2 The Landholder may serve a notice of a claim in writing on the Licence Holder setting out any compensation claimed in accordance with this Arrangement.

7.3 Any notice of a claim for compensation by the Landholder under sub-clause 7.2 for compensation under

Annexure B or pursuant to sub-clauses 5.2(j), 5.2(k), 5.2(l) or otherwise for any damage, loss or injury in connection with this Arrangement, must be submitted in writing to the Supervisor within 14 days of the occurrence of the event which is claimed to be responsible for the compensation, damage, loss or injury being claimed. The notification must specify and particularise the nature, extent and type of Prospecting Activity giving rise to the claim for compensation if its referable to Annexure B. If the claim is for any other compensation or for any damage, loss or injury in connection with this Arrangement, the notice must also specify and particularise the facts, matters and circumstances giving rise to any such claim. The notice must also provide any supporting documentation, evidence and the estimated or actual compensation attributable to that activity in accordance with Annexure B, or where otherwise applicable, having regard to current property and/or market conditions.

- 7.4 The Licence Holder must pay any compensation within 45 days of the receipt of a notice under sub-clause 7.3 if the claim (or any part of it) is proved to the satisfaction of the Licence Holder, accepted by the Licence Holder or otherwise agreed in writing between the parties.
- 7.5 Compensation payable under this clause 7 including under Annexure B does not prevent or limit any entitlement by the Landholder to make any claim for damages, trespass or for injury to land, improvements, water or other rights owned or held by the Landholder and which the Landholder may have or seek to against the Licence Holder.
- 7.6 In the event of a valuation dispute under sub-clause 7.3, either party may consult with a local Australian Livestock and Property Agents Association member to assist in establishing and agreeing a valuation. In the event that the Landholder and the Licence Holder are unable to reach arrangement on valuation, the matter is to be dealt with in accordance with the Dispute Resolution procedure in clause 16 of this Arrangement.

## **8. CONFIDENTIALITY**

- 8.1 All information concerning the Prospecting and other related activities of the Licence Holder conducted under this Arrangement shall be treated by the Landholder as strictly confidential.
- 8.2 The Landholder shall ensure that information to which this clause relates is not disclosed to any third party without the prior written consent of the Licence Holder.
- 8.3 The parties agree that for the purposes of s156A of the Mining Act, this Arrangement may be published by the Secretary of the Department of Planning and Environment on the Department's website, except that pursuant to s156A (3) of the Act, all matters concerning the names and contact details of the parties on page 1 of this Arrangement and the compensation payable to the Landholder under this Arrangement, including the amounts of compensation payable and listed in Annexure B, will be redacted before publication and will not be published or made available to the public or any third party without first obtaining the express written consent of both parties to this Arrangement.

## **9. INSURANCE AND INDEMNITY**

- 9.1 The Licence Holder will indemnify the Landholder, his agents, servants, contractors and invitees, for all loss and damage arising from its Prospecting or actions while on the Land and the Licence Holder further acknowledges that it's contractors, personnel, employees and agents enter on and use the Land entirely at their own risk.
- 9.2 The Licence Holder will indemnify and keep indemnified the Landholder from and against all damages, sums of money, costs, charges, expenses, actions, claims and demands which may be sustained or suffered by or recovered or made against the Landholder by any person for any damage, loss or injury which such person may sustain as a result of the negligence of or as a result of the creation of some dangerous thing or state of affairs by the Licence Holder when accessing the Land or conducting Prospecting activities in the Prospecting Area under this Arrangement.
- 9.3 The Licence Holder has and will maintain a public liability insurance policy in respect of Prospecting at all times, as detailed on Page 1 of this Arrangement. The policy must cover liability assumed pursuant to this Arrangement.
- 9.4 At the request of the Landholder, the Licence Holder must verify its public liability insurance in respect of Prospecting to the Landholder at any time during the currency of this Arrangement.

- 9.5 The Licence Holder, except to the extent provided elsewhere in this Arrangement, agrees to indemnify the Landholder against all loss or damage arising from its actions on the Prospecting Area, at the Point of Entry or otherwise on the Land.
- 9.6 The Licence Holder and Landholder must each comply with their obligations under Occupational Health and Safety legislation.
- 9.7 Infrastructure and equipment installed and left on the Land by the Licence Holder, in accordance with the terms of this Arrangement remains the property of the Licence Holder.
- 9.8 The Licence Holder expressly agrees that in the absence of negligence or willful damage caused by the Landholder, the Landholder will have no responsibility or liability for any loss or damage to the personal property of the Licence Holder.

## **10. RECORDS**

- 10.1 The Licence Holder must keep a daily record of all equipment, vehicles, chemicals and other Prospecting materials that is brought onto or removed from the Prospecting Area and Point of Entry. These records or copies thereof must be made available to the Landholder and/or Contact Person upon reasonable notice being provided to the Licence Holder at any time during the currency of this Arrangement.
- 10.2 The Licence Holder must keep a daily record of each person entering and exiting the Prospecting Area and Point of Entry including the name of the person, the person's position and the time entered and exited. These records or copies thereof must be made available to the Landholder and/or Contact Person upon reasonable notice being provided to the Licence Holder at any time during the currency of this Arrangement.
- 10.3 The records referred to in sub-clauses 10.1 and 10.2 must also record the kilometres traveled by vehicles from the Point of Entry and in the Prospecting Area on any existing or new access tracks as well as identifying details of the particular activity for which any vehicle or person is involved for the purpose of enabling the Landowner to make any claims for compensation under Annexure B and to which the Landowner may be entitled under the terms of this Arrangement.

## **11. PROSPECTING METHODS**

- 11.1 Prospecting methods employed by the Licence Holder may include grid establishment, geological mapping, rock chip sampling, geochemical surveys including soil, stream or bedrock sampling using auger, geophysical techniques (airborne and ground surveys), Reverse Circulation (RC) or diamond drilling and trenching.

## **12. GROUND DISTURBANCE FOR DRILLING**

- 12.1 The Licence Holder must ensure that drilling is carried out in accordance with the following provisions:
- (a) all drill holes must be constructed in a manner that will endeavour to prevent erosion and prevent collapse of the surrounding surface.
  - (b) drilling fluids and any groundwater returned to the surface as part of the drilling process must be contained in a tank or lined sump pending re-use or lawful disposal.
  - (c) drilling sumps or pits left open and unattended for more than 24 hours must be managed to limit direct access by Stock and native fauna and so that there is a means for egress.
  - (d) to minimise the risks associated with gases or liquids contained within the earth, appropriate controls must be applied to effectively manage these risks until the drill holes are permanently plugged or sealed in accordance with applicable standards.
  - (e) all drill holes which are maintained in an accessible condition must be cased to prevent collapse and fitted with a removable cap to ensure the safety of persons, stock and fauna.
  - (f) prior to abandonment, each drill hole must be sealed in accordance with applicable standards.

## **13. REHABILITATION**

- 13.1 On completion of Prospecting in the Prospecting Area, the Licence Holder will:

- (a) have commenced, or commence as soon as practicable, rehabilitation work;
- (b) remove all equipment;
- (c) repair all damage to the Prospecting Area caused by the Licence Holder as soon as practicable;
- (d) re-contour excavations and earthworks affected on the Prospecting Area in such a manner that soil erosion will be minimised as far as practicable;
- (e) carry out rehabilitation works in accordance with any relevant conditions of the Exploration Licence which stipulate requirements for rehabilitation of Prospecting;
- (f) repair any damage to any Point of Entry caused by the Licence Holder;
- (g) replace excavated base material, subsoil and topsoil in the order that they were removed to reconstruct the soil profile;
- (h) reshape all surface disturbance to be consistent with the pre-existing landform (or slightly elevated to allow for soil compaction);
- (i) suitably prepare the land surface for the establishment of vegetation;
- (j) rehabilitate any damage to crops or pastures by reseeding; and
- (k) rehabilitate with native species of local provenance where native vegetation has been cleared.

13.2 If the Licence Holder does not carry out the rehabilitation which is the responsibility of the Licence Holder under this Arrangement:

- (a) the Landholder may serve written notice upon the Licence Holder setting out the rehabilitation required to be carried out under this Arrangement; and
- (b) if a period of 45 days passes after the Licence Holder receives the notice under this Clause and the rehabilitation has not been completed the Landholder may carry out the rehabilitation.
- (c) The Licence Holder must pay the Landholder's reasonable expenses and costs of carrying out the rehabilitation under this Clause.

#### **14. PROJECT COMPLETION**

14.1 At the request of the Landholder, the Licence Holder must organise a time for the Landholder to inspect the Prospecting Area and Paths of Entry with the Supervisor when each phase of the Prospecting is finished (referable to the phases in the Prospecting Programme or Prospecting Plan in clause 3), to discuss and if necessary, resolve and agree upon any remaining issues under this Arrangement.

#### **15. BREACH AND SERIOUS BREACH**

15.1 If the Licence Holder becomes aware of a breach of this Arrangement it must:

- (a) immediately notify the Landholder in writing upon becoming aware of the breach;
- (b) use its best endeavours to attempt to remedy the breach as quickly as practicably possible; and
- (c) notify the Landholder in writing when the breach has been remedied.

15.2 Each of the following events or circumstances is deemed a "serious breach" under this Arrangement:

- (a) if the compensation payable pursuant to any provision of this Arrangement remains unpaid for a period of 45 days after the date of notification to the Licence Holder under clause 7.2 of this Arrangement;
- (b) if the Licence Holder commits any breach or default in the due and punctual observance and performance of any of its obligations contained in this Arrangement and the failure is not remedied in



accordance with this Arrangement, including by dispute resolution in accordance with this Arrangement.

## **16. DISPUTE RESOLUTION**

- 16.1 If a breach occurs or a dispute arises out of or relates to this Arrangement, the parties shall endeavour in good faith to settle the issues in dispute by negotiation and consultation. Such discussions may or may not (at the discretion of the parties) involve a third party or parties such as the respective party's legal representatives or other chosen advisers or nominated persons.
- 16.2 Nothing in this Clause prevents the parties or one or either of the parties pursuing their options under relevant legislation to have the matter resolved or determined, including by the filing of any application in the Land and Environment Court of New South Wales.
- 16.3 This clause 16 survives any termination of this Arrangement.

## **17. TERMINATION EVENTS**

- 17.1 This Arrangement shall terminate;
- (a) in accordance with page 1 of this Arrangement;
  - (b) where the Landholder ceases to be the Landholder for the purposes of the Mining Act;
  - (c) in the event that the Landholder chooses to terminate following a serious breach as described in Clause 15; or
  - (d) by mutual arrangement of the parties.
- 17.2 The Landholder may terminate this Arrangement on 14 days' notice to the Licence Holder where the Licence Holder commits a serious breach as described in Clause 15.
- 17.3 Termination of this Arrangement does not affect rights and liabilities accrued as at the time of termination.

## **18. NOTICES**

- 19.1 Any notice in writing which is required, or which is issued to a party under this Arrangement is to be provided to the person and at the contract details set out on page 1 of this Arrangement (or any changes to those details as notified in writing by the parties).

## **19. VARIATION**

- 19.1 This Arrangement may be varied:
- (a) in writing and signed by the Licence Holder and the Landholder; or
  - (b) otherwise in accordance with the Mining Act.

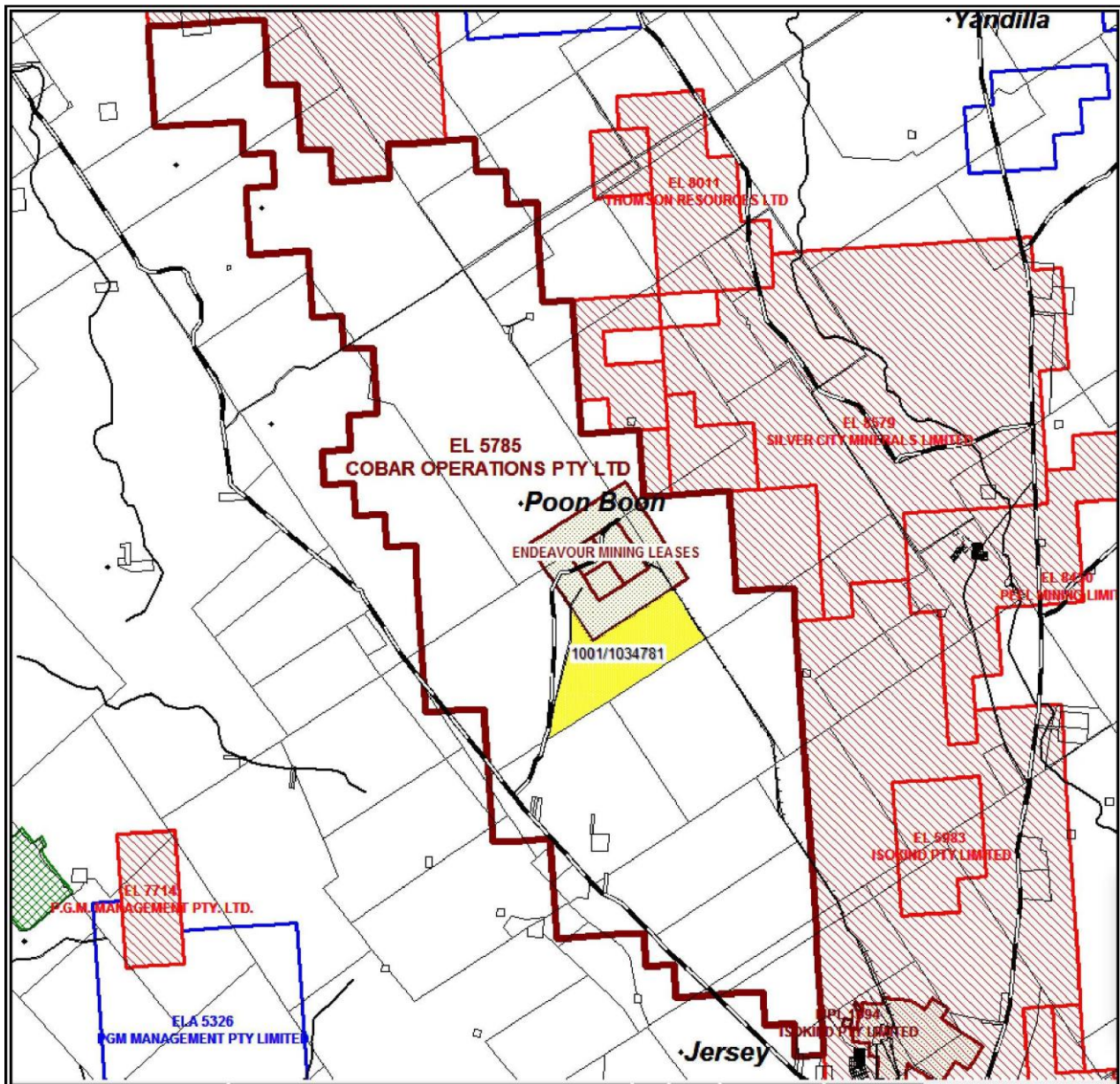
## **20. STAMP DUTY**

- 20.1 The Licence Holder will pay any stamp duty payable in respect of this Arrangement.

## **21. FORCE MAJEURE**

- 21.1 The Licence Holder is not liable for a breach of the conditions of this Arrangement to the extent that the breach is caused by Force Majeure.

ANNEXURE A – MAP OF LAND AND PROSPECTING AREA



## ANNEXURE B - COMPENSATION

### COMPENSATION BASED ON TYPE OF DISTURBANCE FOR PROSPECTING ACTIVITIES

Activity	Agreed Amount AUD Per Unit (ex GST)	Unit
Existing access track usage		per kilometre
Establishment of new access tracks		per kilometre
Drilling		each diamond drill hole
		each Reverse Circulation (RC) drill hole
Line clearing for geophysical surveys		per kilometre
"Compensation Rate" for loss of income through deprivation of land use (see Note)		per day

**Note:** The "Compensation Rate" is payable for days the Licence Holder or any contractors, personnel, employees or agents of the Licence Holder access the Prospecting Area to undertake reconnaissance, mapping, surveying, geochemical (including auger drilling) and ground geophysical surveys as part of the Prospecting Activities.