

LAND ACCESS AND COMPENSATION ARRANGEMENT FOR MINERAL EXPLORATION

*This Arrangement (**Arrangement**), is an access arrangement under section 140 in Part 8 of the Mining Act 1992 (**Mining Act**) enabling Prospecting in the Prospecting Area by the Explorer and provides for compensation (**Compensation**) for the Landholder for 'compensable loss' to which the landholder is entitled under Part 13 of the Mining Act.*

PARTIES

This Arrangement commences on 3 June 2019 between the Landholder (**Landholder**) and the Exploration Licence holder (**Explorer**) described below and will end on 4 September 2019.

Landholders

Name:

Address of Landholder:

Phone:

Mobile: -

Email:

Explorer (Exploration Licence holder)

Exploration Licence No: EL8104 Date Granted: 14 June 2013

Licence Holder: Angel Jade Pty Ltd ACN 146 720 578

Head Office Contact:

Address:

Phone:

Mobile:

Email:

Project Manager

Name:

Address:

Phone:

Mobile:

Email:

Paths of Entry: As marked on Map of Prospecting Area in Annexure "B" and tracks from that point to Exploration Sites.

SCHEDULE

*This is the Schedule to the Access Arrangement (**Schedule**), identified in clause*

LAND SUBJECT TO THIS ARRANGEMENT

Property Name and Address: Property Number 39826

Title Reference of the Land: Lot No 85 in Deposited Plan 755336
and additional titles detailed in Annexure A

EXPLORATION LICENCE DETAILS

Exploration Licence No: Authority EL8104

Licence Holder: Angel Jade Pty Ltd ACN 146 720 578

Head Office Contact:

Address:

Phone:

Mobile:

Email:

Date Granted: 14 June 2013 renewed to 14 June 2020

EXPLORER PUBLIC LIABILITY

Public Liability Insurance Details:

Insurance Company: Dual Australia Pty Ltd (Lloyds)

Policy No: P-RI/0/181596/18/J-8

Liability Limit: \$10,000,000

LAND ACCESS PERIOD

Period of authorised Access:

Four periods from the First Access Date plus any Suspension Period being the Land Access Period as defined in this Arrangement as per clause 4.1.

FIRST ACCESS DATE: 3 June 2019

PROSPECTING METHODS

Geological mapping

Geophysical surveys

Trenching/Costeaming

PROSPECTING AREA

Prospecting Area:

All of the Land for mapping and surveys, on map attached to Agreement (Annexure B)
AND/OR all land described below.

ACCESS TIMES

Periods of Permitted Access: 7am to dusk.

Days on which access NOT permitted: weekends and public holiday subject to approval from the Landholder or as may be provided in this Arrangement.

PATHS OF ENTRY

Paths of Entry will be as shown on the plan attached at Annexure B.

COMPENSATION FOR COMPENSABLE LOSS**Compensation amount(s)**

As shown in Annexure E and in accordance with the respective Prospecting Methods. Amounts exclude GST.

PAYMENT TIME FOR COMPENSATION

Fifty percent (50%) of the maximum Compensation amount for all periods of access, to be paid 7 days prior to the first property access or by arrangement with the Landholders.

Fifty percent (50%) of the maximum Compensation amount paid 7 days after the end of property access and on receipt of "statutory signoff" under clause 14.2 of this Arrangement.

1 INTERPRETATION

- 1.1 In this Arrangement unless the contrary intention appears:
- (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; and
 - (d) a reference to a party includes the party's successors, substitutes (including persons taking by novation), transferees and assigns.
- 1.2 This document comprises the whole of the Arrangement. This Arrangement may only be modified in writing and signed by the parties to this Arrangement or by determination by an arbitrator pursuant to clause 9 of this Arrangement.
- 1.3 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.
- 1.4 Where the following terms appear in this Arrangement they have the respective meaning provided below:

Access Refusal Period means any period during which any action by or initiated by the Landholder or a third party results in the Explorer not being able to access the Land and exercise its rights of Prospecting as provided in this Arrangement, but excludes any action that is provided for in this Arrangement.

Access Times means the times when access to the Land is permitted as provided under this Arrangement.

Adverse Weather Conditions refers to, severe rain (defined as 30mm in any 24 hour period); flooding; extreme heat (temperature exceeding 38.0 degrees C); or gale force winds (above 60km/hour).

Arrangement refers to this document produced pursuant to a conciliation conference at Rywung on 22 November 2018 AND an Arbitration determination made on 3 June 2019 regarding the Explorer and the Landholder pursuant to the Mining Act.

Authority means an exploration licence or an assessment lease issued under the Mining Act 1992.

Compensable Loss means the same as that term is defined in section 262 of the Mining Act.

Contact Person means the person described in the Schedule to this Agreement who is nominated by the Landholder as the most appropriate person for the Licence Holder to liaise with on access issues.

Disturbance Site means any location where the Explorer has conducted or is conducting costeaning activity as part of the Prospecting.

Exploration Licence means the exploration licence EL8104 held by the Explorer which includes the Prospecting Area as described in the Schedule, on its terms from time to time, including following any renewal.

Explorer means Angel Jade the holder of the Exploration Licence or licences granted under the *Mining Act 1992* as identified in this Arrangement.

First Access Date means the date on which the Explorer first accesses the Land under this Arrangement.

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 Agreement.

Land means the land subject of this Arrangement as described in the Schedule.

Landholder means the person indicated as the Landholder on the Parties section of this Arrangement who is a "landholder" of the Land as defined in the Mining Act.

Land Access Arrangement Information for Mineral Exploration means the document titled 'Land Access Arrangement Information for Mineral Exploration' published by NSW Trade & Investment — Division of Resources and Energy or other such document that replaces that document.

Land Access Period means the duration of the right of Angel Jade to conduct Prospecting under this Arrangement outlined in the Schedule plus any Suspension Period.

Landholder means the person specified as the Landholder on page 1 of this Agreement

Law means any applicable law including any present or future law of the Commonwealth of Australia or the state of New South Wales including statute and common law.

Map means information on a topographic map or aerial photograph of sufficient resolution to identify relevant features of the Land.

Mining Act means the *Mining Act 1992* (NSW) as amended from time to time as applicable to this Arrangement.

Paths of Entry means all gates, farm roads, tracks and fence lines either on the Land at the date of this Arrangement or properly used by, or constructed by the Explorer in accordance with this Arrangement as set out in Annexure "B".

Project Manager means the field supervisor whose name and contact details are set out on page 1 of this Arrangement or as otherwise advised to the Landholder.

Prospecting means to implement the Prospecting Methods and to carry out works on, or to remove samples from, 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.

Prospecting Area means the area of the land specified on page 1 or marked on the map at Annexure B.

Prospecting Method means those Prospecting operations authorised by this Arrangement.

Rehabilitate means the remediation of an area affected by Prospecting as is required by this Arrangement in accordance with the Mining Act and the requirements of the Minister.

Rehabilitation Report means the report prepared by, or on behalf of, the Explorer for the purpose of detailing the condition of the Land prior to any Prospecting being carried out by the Explorer and the works required to Rehabilitate all affected areas of the Prospecting Area.

Suspension Period means the aggregate of any Access Refusal Period and any Adverse Weather Conditions during the Land Access Period.

Work Health and Safety Legislation means the *Coal Mine Health and Safety Act 2002 (NSW)*, *Work Health and Safety Act 2011 (NSW)* and associated regulations and any other legislation which is applicable to carrying out of the activities under this Arrangement.

2 CONSENT ACCESS TO CARRY OUT PROSPECTING

- 2.1 This Arrangement provides access to the Explorer, their agents, contractors and employees by way of the Paths of Entry for the carrying out of Prospecting in the Prospecting Area in accordance with the terms and conditions of this Arrangement.
- 2.2 The Explorer must give the Landholder no less than 5 days' notice of the intended First Access Date.
- 2.3 The Explorer must comply with all Laws when exercising its rights under this Arrangement and in accessing the Land and undertaking Prospecting including complying with the conditions of the Exploration Licence.

3 APPOINTMENT OF PROJECT MANAGER

- 3.1 Prior to the commencement of Prospecting, the Explorer must appoint a Project Manager to oversee the exploration program and introduce that person to the Landholder.
- 3.2 The Explorer must ensure that the Project Manager is available at all reasonable times to liaise with the Landholder regarding the provisions of this Arrangement.
- 3.3 The Explorer must notify the Landholder if there is a change of person appointed as Site Manager.

4 ACCESS

- 4.1 During the period of the land access arrangement from 3 June 2019 to 4 September 2019 the Explorer will exercise access to the Prospecting area on 4 separate occasions each within a 10 day window for costeaning purposes, as follows:

Period 1	3 June 2019 to 12 June 2019 for 3 Days
Period 2	24 June 2019 to 3 July 2019 for 4 Days
Period 3	22 July 2019 to 31 July 2019 for 5 Days
Period 4	26 August 2019 to 4 September 2019 for 2 Days

- 4.2 In the event that further periods of access are required the Explorer will consult with the Landholder in relation to such further access.
- 4.3 The Explorer shall use and maintain the existing vehicular track (including grading) during the period of the access Arrangement.
- 4.4 The Explorer, and any Contractor, employee or agent who is retained, employed or directed by the Explorer, may access the Paths of Entry and carry out the Prospecting Method in the Prospecting Area in accordance with the terms and conditions of this Arrangement.
- 4.5 At the Landholder's request, the Explorer upon first accessing the Prospecting Area and Paths of Entry pursuant to this Agreement must meet with the Landholder for up to 1 hour to assess and agree on the condition of roads and tracks and receive a briefing on potential hazards specific to the Prospecting Area and Paths of Entry.
- 4.6 The Explorer will, during such period as the Explorer utilises the agreed Paths of Entry, maintain and repair the Paths of Entry.
- 4.7 The Explorer must only access the Land at such times when the Landholder and Project Manager jointly agree that conditions do not render the Paths of Entry and access tracks temporarily unsuitable for the passage of vehicles or equipment, except in an emergency.
- 4.8 The Explorer must suspend Prospecting for the duration of Adverse Weather Conditions. In such a case, the Land Access Period is extended by the aggregate of any Suspension Periods.
- 4.9 The Explorer may only carry out Prospecting in the area permitted under legislation and this Arrangement as marked on the map at Annexure B.

5 CONDITIONS TO BE OBSERVED BY THE EXPLORER

- 5.1 In accordance with section 31 of the Mining Act, the Explorer must not carry out Prospecting within 200m of a dwelling, within 50m of a garden or on any land on which there is located a "significant improvement" as defined in the Mining Act 1992.
- 5.2 The Explorer must comply with all requirements imposed by the Mining Act, including the conditions of the Exploration Licence.
- 5.3 The Explorer must endeavour to carry out Prospecting in a manner so as to:
 - (a) cause minimum damage/interference to:
 - (i) the surface of the Land comprised in the Prospecting Area and Paths of Entry;

- (ii) crops, trees, pastures, grasses or other vegetation on the Prospecting Area and Paths of Entry;
 - (iii) buildings and improvements on the Prospecting Area and Paths of Entry;
 - (b) minimise disturbance or interference to stock on the Property;
 - (c) refrain from entering the Prospecting Area and Paths of Entry in wet conditions without prior permission from the landholder and on terms that may be agreed from time to time;
 - (d) ensure that no dogs or firearms are brought onto the Land;
 - (e) not cut fences without the consent of the Landholder and promptly repair any fences or other improvements damaged in the course of non ground disturbing mineral exploration activity; and
 - (f) leave all gates as found, whether open or shut.
- 5.4 The Explorer must act to prevent the spread of weeds and disease as agreed with the Landholder. The Explorer is to abide by the protocols in Annexure C to prevent the spread of weeds and disease as required by the Landholder.
- 5.5 The Explorer must take all practical fire precautions, as specified by the Fire Plan in Annexure C.
- 5.6 The Explorer must not use water from a farm dam located on the Land without the permission of the Landholder.
- 5.7 The Explorer must not fell trees, strip bark or cut timber without the consent of the Landholder and in accordance with any applicable legislative requirements.
- 5.8 The Explorer will manage garbage, hydrocarbons, waste and refuse in accordance with the terms of the Exploration Licence and is to place any garbage, waste or empty containers in suitable receptacles and remove them from the Prospecting Area and Paths of Entry each day or as soon as practicable.
- 5.9 The Explorer must consult with the Landholder on each occasion before accessing agricultural airstrips.
- 5.10 At the request of the Landholder, the Explorer must provide the Landholder with a copy of the current Exploration Licence document and copies of any environmental assessment produced for the purpose of obtaining planning approval in respect of the Prospecting Area.
- 5.11 Further conditions of Access agreed to by the parties listed on Annexure C form part of this Agreement and must be complied with by the Explorer and Landholder.

6 REHABILITATION

- 6.1 The Explorer will carry out its rehabilitation work in respect of the Prospecting area as set out in the Rehabilitation Assessment Plan and the Rehabilitation Completion Report .

- 6.2 On completion of Prospecting in the Prospecting Area, the Explorer will:
- (a) commence and complete all Rehabilitation as soon as practicable;
 - (b) remove all equipment; and
 - (c) repair any damage caused by Prospecting to the Land and vegetation on the Land as near as practicable to its original condition as documented in the Rehabilitation Report.
- 6.3 The Explorer must:
- (a) restore all damage to the Land caused by the Explorer as soon as practicable;
 - (b) re-contour excavations and earthworks affected on the Prospecting Area in such a manner that soil erosion will be minimised as far as practicable;
 - (c) carry out rehabilitation works in accordance with any relevant conditions of the Exploration Licence which stipulate requirements for rehabilitation of prospecting operations;
 - (d) repair any damage to any Paths of Entry caused by the Explorer;
 - (e) replace excavated base material, subsoil and topsoil in the order that they were removed to reconstruct the soil profile;
 - (f) reshape all surface disturbance to be consistent with the pre-existing landform (or slightly elevated to allow for soil compaction);
 - (g) suitably prepare the land surface for the establishment of vegetation;
 - (h) rehabilitate any damage to crops by reseedling; and
 - (i) rehabilitate with native species of local provenance where native vegetation has been cleared.
- 6.4 If the Explorer does not carry out Rehabilitation which is the responsibility of the Explorer under this Arrangement:
- (a) the Landholder may serve written notice upon the Explorer of the compensation claimed which identifies the rehabilitation required to be carried out under this Arrangement; and
 - (b) if a period of 45 days passes after the Explorer receives the notice of a compensation claim under clause 6.3 (a) the Landholder may carry out the required rehabilitation.
- 6.5 All reasonable expenses and costs of carrying out such work under this clause will be payable by the Explorer upon demand of the Landholder.

7 INSURANCE AND INDEMNITY

- 7.1 The Explorer must effect and maintain a public liability insurance policy in respect of Prospecting at all times, as detailed in the Schedule. The policy must cover liability by naming the property assumed pursuant to this Arrangement.

- 7.2 The Explorer will verify its public liability insurance in respect of Prospecting to the Landholder by providing the Landholder with a copy of the policy before commencing any period of Land Access.
- 7.3 The Explorer, except to the extent provided elsewhere in this Arrangement, indemnifies the Landholder against all loss or damage arising from or related to Prospecting on the Prospecting Area in accordance with section 383C of the Mining Act.
- 7.4 The Explorer must comply with the Occupational Health and Safety Legislation NSW whilst on the Land.
- 7.5 The Explorer is to abide by any further protocols as required by the Landholder and as outlined in Annexure C of this Agreement.
- 7.6 All equipment and things installed on the Land by the Explorer, in accordance with the terms of this Arrangement, remain the property of the Explorer during the Land Access Period.
- 7.7 The Explorer expressly agrees that in the absence of negligence or wilful damage caused by the Landholder, the Landholder will have no responsibility or liability for any loss or damage to personal property of the Explorer.

8 VARIATION

- 8.1 This Arrangement may be varied at any time:
- (a) in writing and signed by the Explorer and the Landholder; or
 - (b) otherwise in accordance with section 157 of the Mining Act.

9 DISPUTE RESOLUTION

- 9.1 Upon notification of a dispute relating to this Arrangement by either party, the parties will attempt to resolve in good faith any such dispute within 7 days.
- 9.2 If a dispute remains unresolved for 7 days, then either party must first apply:
- (a) to the arbitrator who prepared this Arrangement for a variation of the Arrangement pursuant to s 157(1) of the Mining Act, or if that person is unavailable or declines the appointment,
 - (b) for an arbitrator selected in accordance with the provisions relating to arbitrations under Part 8 of the Mining Act, to determine the dispute.
- 9.3 Nothing in this Clause prevents the parties or one or either of the parties pursuing their action under relevant legislation to have the matter resolved.

10 COMPENSATION

- 10.1 The Explorer will pay the Landholder:
- (a) the amount of compensation in relation to the carrying out of the Prospecting on the Prospecting Area as set out in Annexure E;
 - (b) in accordance with the Payment times as specified on Page 1.

10.2 The Landholder may serve notice on the Explorer setting out compensation due in accordance with Annexure E.

11 **THIRD PARTY**

11.1 The Landholder must notify the Explorer at least 6 weeks prior to the grant of, or change to, any right to a third party that would result in the creation of a new or additional Landholder under the Mining Act or which would be inconsistent with the Explorer's rights under this Arrangement

12 **TERMINATION**

12.1 This Arrangement shall terminate;

- (a) at the end of the Land Access Period;
- (b) where the Landholder ceases to be the Landholder for the purposes of the Mining Act;
- (c) by mutual agreement of the parties.

12.2 Termination of this Arrangement does not affect rights and liabilities accrued as at the time of termination.

13 **FORCE MAJEURE**

13.1 The Explorer is not liable for a breach of the conditions of this Arrangement to the extent that the breach is caused by circumstances outside the control of the Explorer, its employees, servants or agents and for the period those circumstances continue.

14 **BREACH OF ARRANGEMENT**

14.1 If the Explorer becomes aware of a breach of this Arrangement, it must:

- (a) immediately notify the Landholder;
- (b) try to remedy the cause quickly;
- (c) notify the Landholder when the cause has been remedied.

15 **PROJECT COMPLETION**

15.1 At the request of the Landholder, the Explorer must organise a time for the Landholder to inspect the Prospecting Area when Prospecting is completed to discuss rehabilitation required in the Rehabilitation Completion Report.

15.2 At the request of the Explorer, the Landholder must complete the Statutory Signoff, that the Explorer has completed Rehabilitation as specified in the Rehabilitation Completion Report and other works required under this Arrangement.

16 COST OF LEGAL ADVICE

- 16.1 The Explorer must reimburse the Landholder for legal costs in obtaining initial advice about the making of this Arrangement up to an amount of \$2,750 (inclusive of GST) and will pay all stamp duty required under this Arrangement within 30 days of receipt of a valid invoice.
- 16.2 I note that the Explorer advised it was willing to add \$513.90 in addition to the legal capped amount of \$2,500+GST to pay the Stacks Law firm's full invoice cost of \$3,263.90.

ANNEXURE A – ADDITIONAL TITLE REFERENCES OF LAND

List of Title References in addition to those described on Page 1 which describe the Prospecting Area:

1. Lot No: Deposited Plan:

2. Lot No: Deposited Plan:

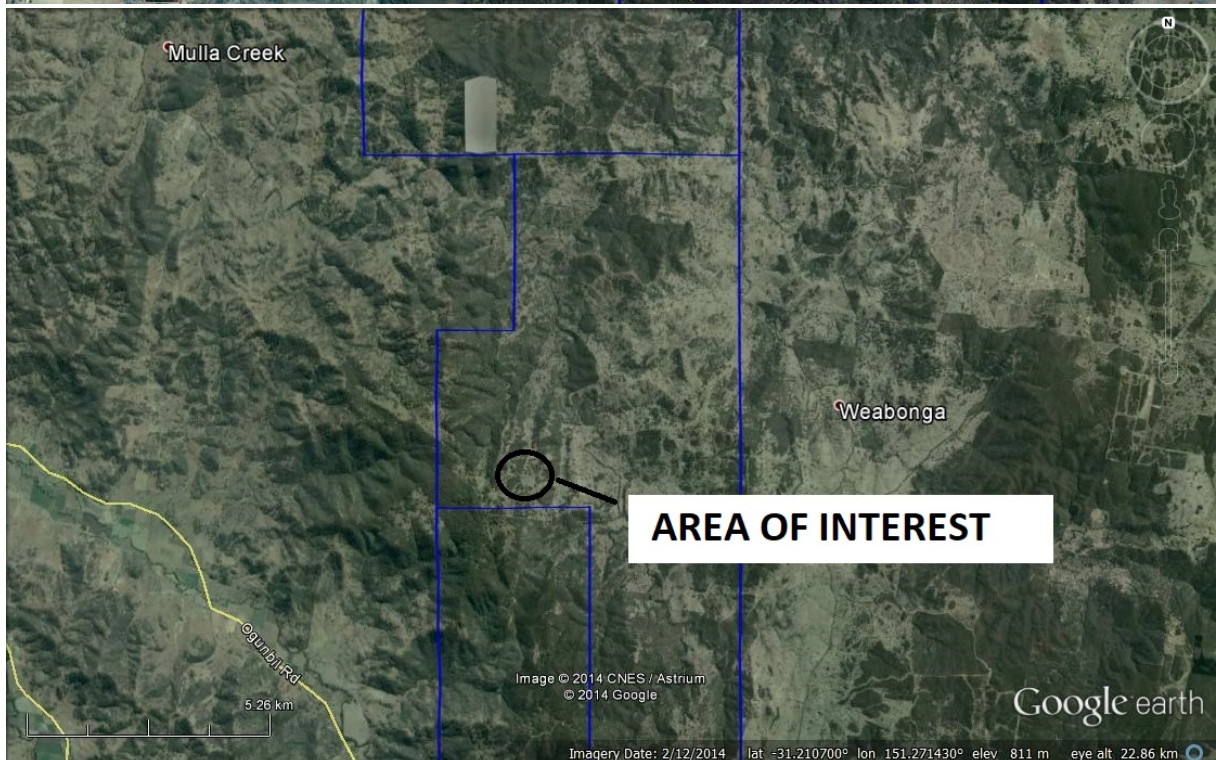
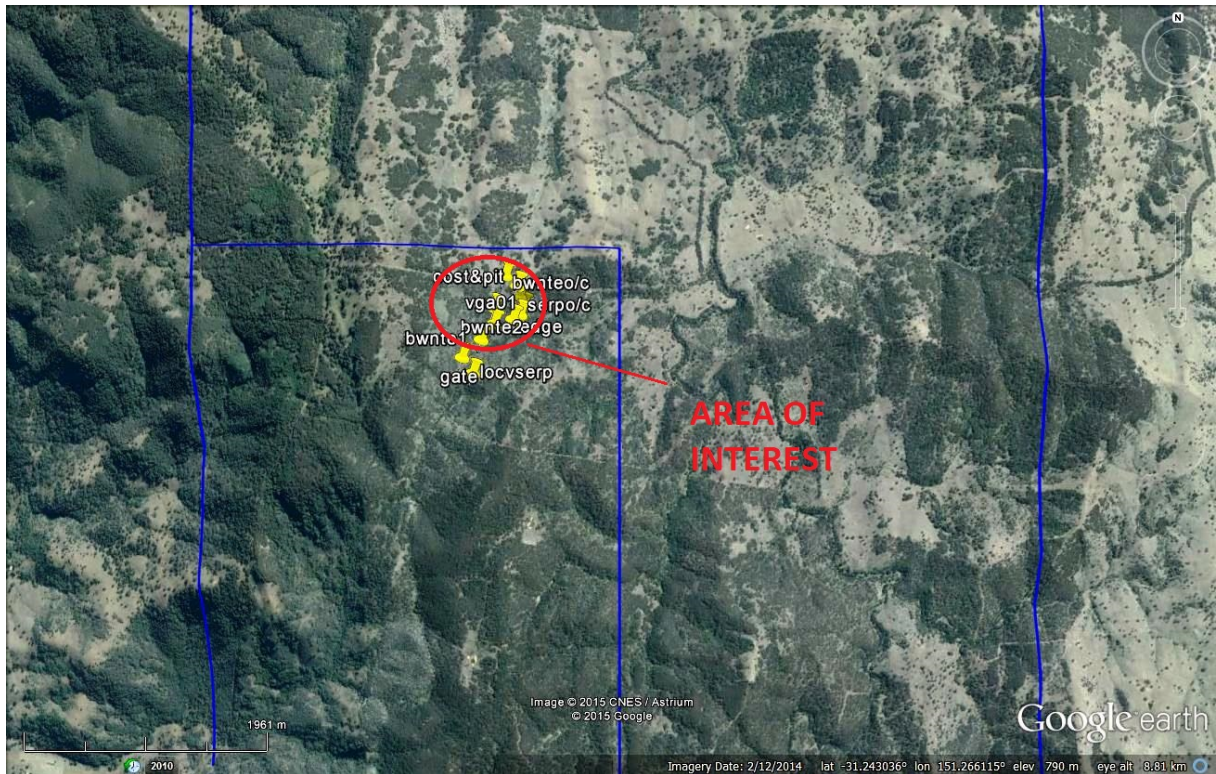
3. Lot No: Deposited Plan:

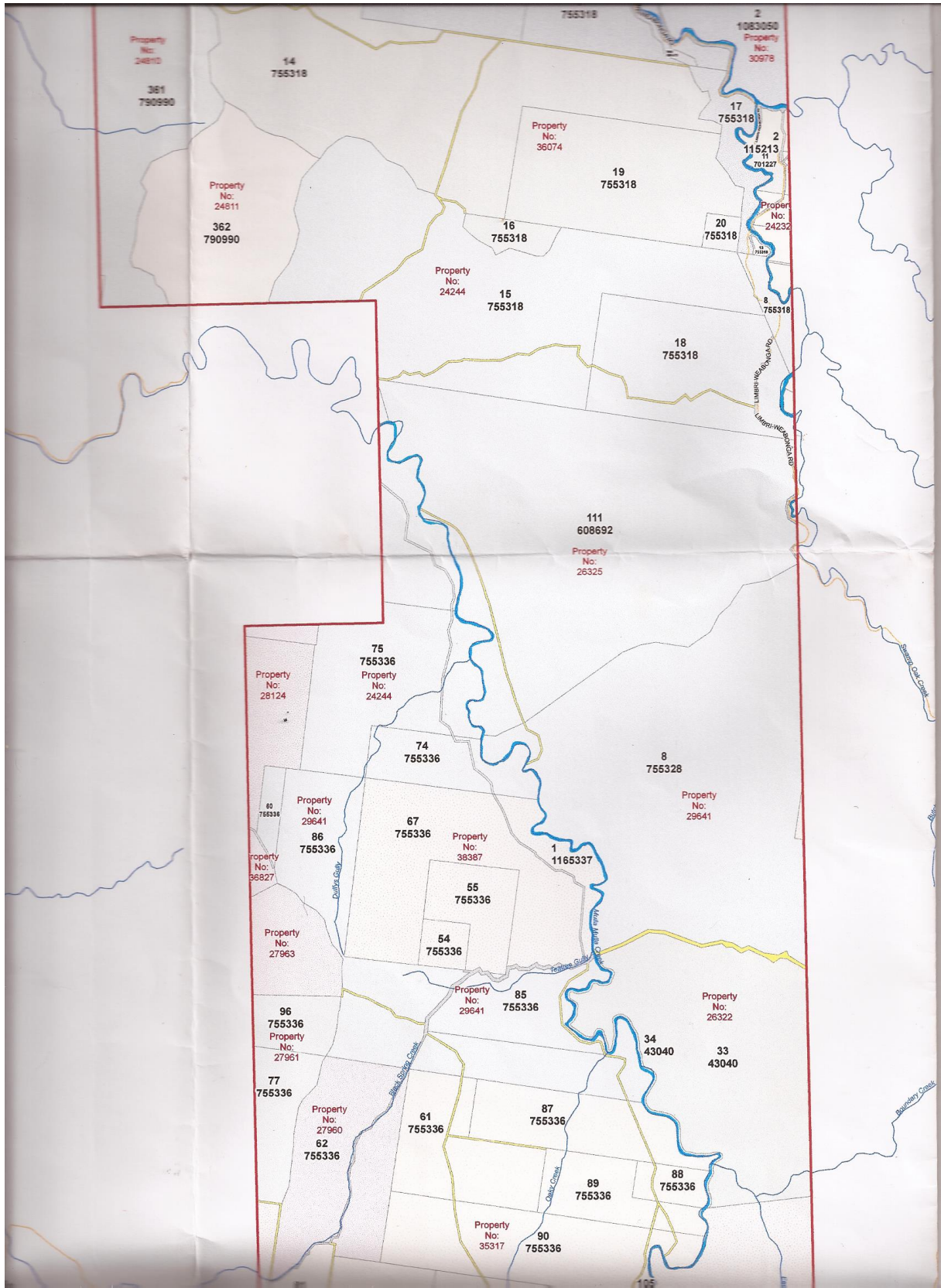
4. Lot No: Deposited Plan:

ANNEXURE B – MAP OF PROSPECTING AREA

The maps attached to this Arrangement shows a map of the Property with:

1. The Path of entry for prospecting
2. The Prospecting Area
3. The boundary of the Exploration Licence
4. Access is prohibited under this Arrangement in the are of Tea Tree Gully, or as varied by the Parties by the exchange and inclusion of a Schedule 1.

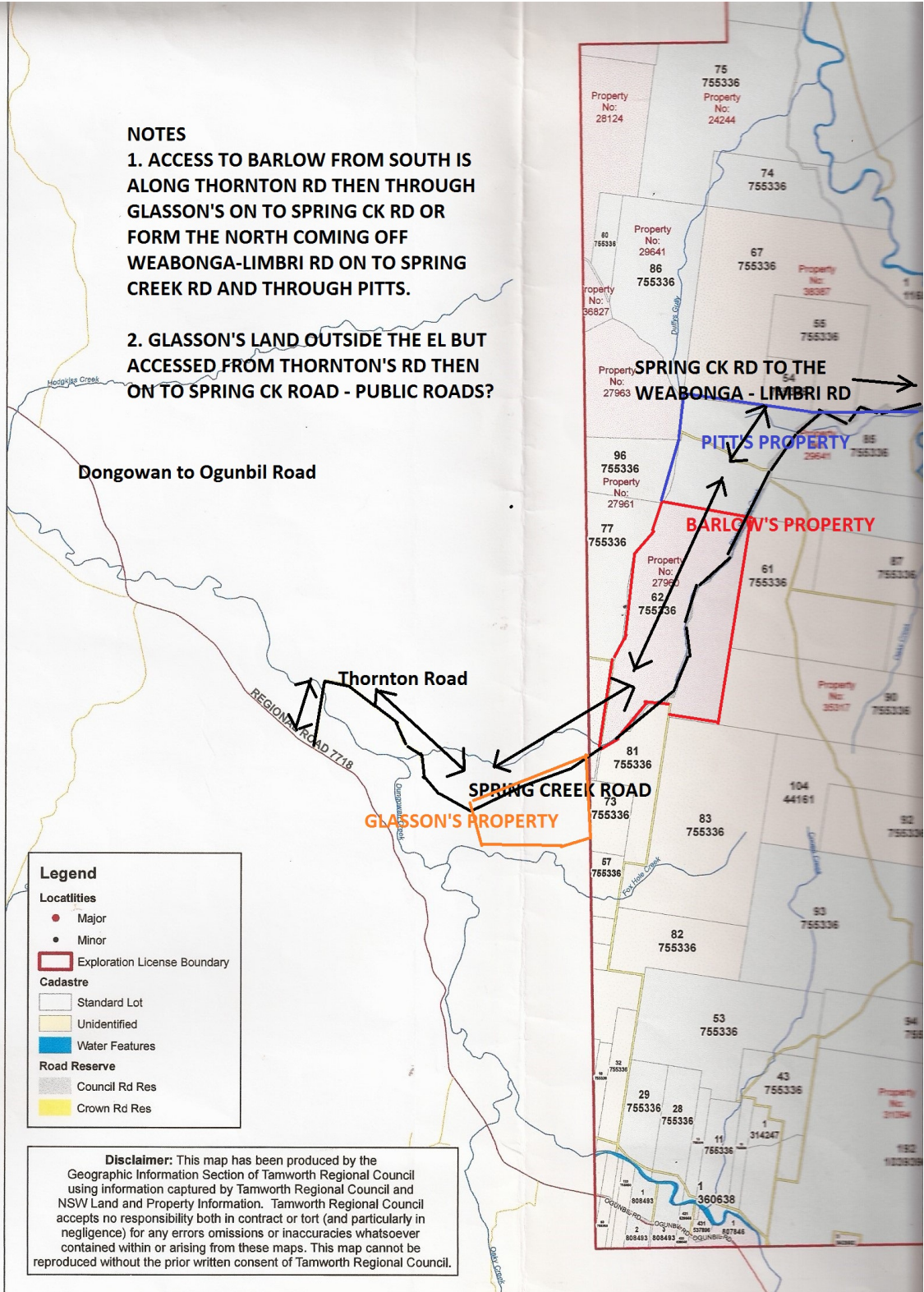


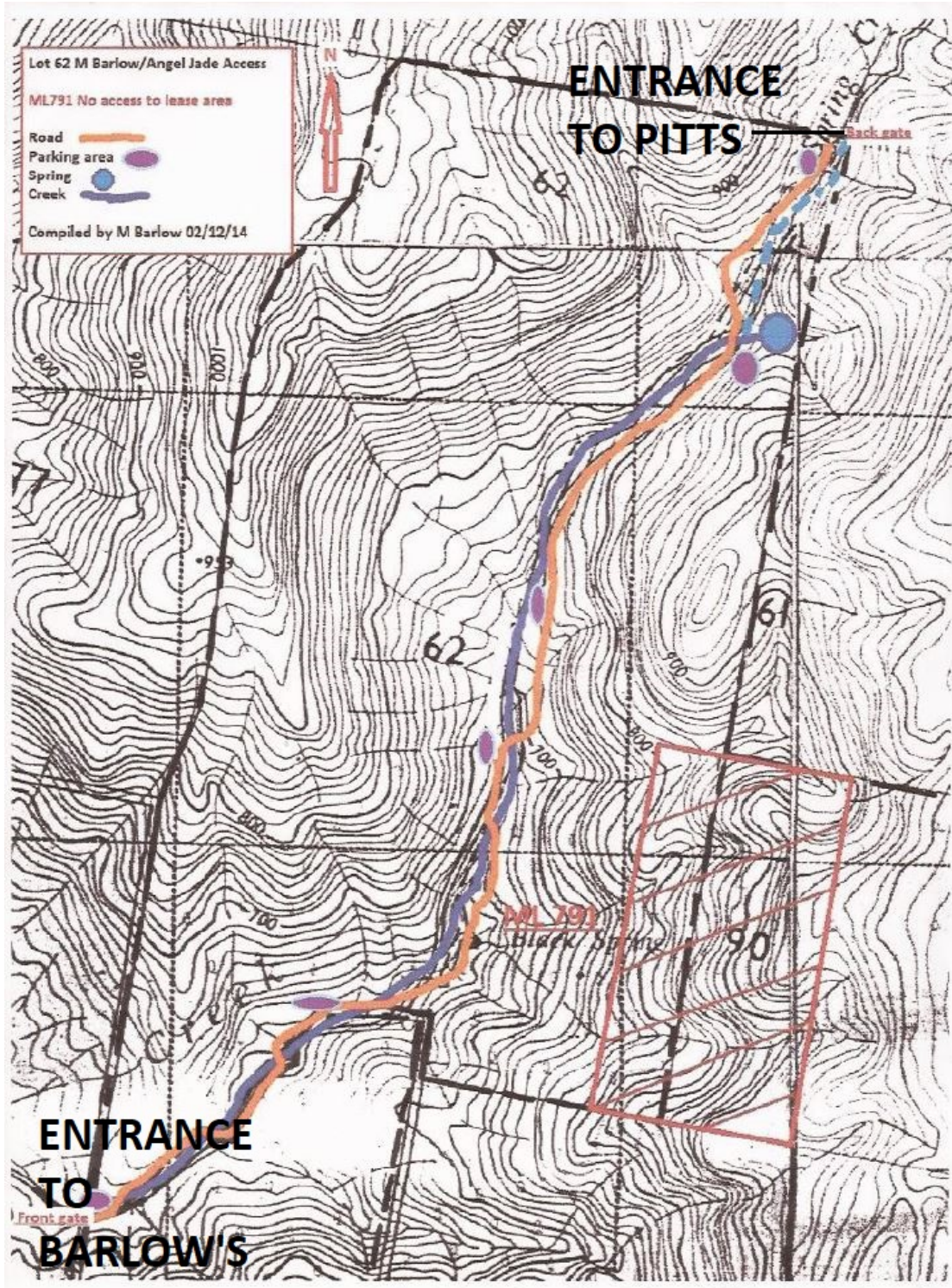


NOTES

1. ACCESS TO BARLOW FROM SOUTH IS ALONG THORNTON RD THEN THROUGH GLASSON'S ON TO SPRING CK RD OR FORM THE NORTH COMING OFF WEABONGA-LIMBRI RD ON TO SPRING CREEK RD AND THROUGH PITTS.

2. GLASSON'S LAND OUTSIDE THE EL BUT ACCESSED FROM THORNTON'S RD THEN ON TO SPRING CK ROAD - PUBLIC ROADS?





ANNEXURE C – FARM PROTOCOLS

The Explorer is responsible for the behaviour of all contractors who come onto the Land and is to ensure that they comply with these Farm Protocols.

Water Supply

1. The Explorer shall at its own cost cause the water flow in Tea Tree Gully to be measured scientifically
 - 1.1. prior to commencement of costeaning and
 - 1.2. at the conclusion of costeaning operations on the Property and within 7 days provide a copy of these measurements to the Landholder.

Fire Plan

2. The Explorer will ensure the following fire plan is followed:
 - 2.1. ensure that no employees, consultants or agents smoke whilst on the Property
 - 2.2. not cause or allow any fires or naked flames to be on-site during operations
 - 2.3. ensure motor vehicle exhausts are fitted with spark-eliminators
 - 2.4. each vehicle that comes onto the Property shall have at least one fire extinguisher current and in working order
 - 2.5. provide a water tanker of greater than 600L and a working pump onsite
 - 2.6. have at least one person trained in fire control by the Rural Fire Service or Mines Rescue Course in procedures for extinguishing fires, to be on the Property whilst prospecting operations are being conducted.

Method of Access

3. The Explorer will advise the Landholder by telephone call each morning confirming, intention to enter the Property.
4. The Explorer must keep a daily record:
 - 4.1. of each person entering and exiting the Land including the name of the person, the person's position and the time entered and exited;
 - 4.2. these daily records are to be made available to the Landholder on request.
5. Employees or contractors of the Explorer whilst travelling in a motor vehicle on the Property must
 - 5.1. use a 4-wheel drive;
 - 5.2. wear car seat belts at all times;
 - 5.3. not travel at speeds in excess of 40km/hour.

Biosecurity

The Explorer must comply with these stated farm biosecurity protocols:

1. All chemicals brought onto the farm are to be documented.
2. All chemical usage is to be documented including any spillage.
 - 2.1. All earthmoving equipment and vehicles must be water pressure cleaned before the boundary gate of the Property;
 - 2.2. All footwear must be cleaned to remove soil and seeds;
3. All persons using chemicals need to have a current Chemical Accreditation.

- 3.1. Material Data Sheets to be supplied to the landowners for all chemicals used;
 - 3.2. Any contaminated soil is to be removed and replaced in the event of a spill.
4. All fuels, lubricants and chemicals are to be kept in a secure fenced-off area.
 5. If there is a breakdown in biosecurity the Explorer is responsible for control, until the threat is neutralized:
 - 5.1. all Personal Protective Equipment, appropriate to the activity is to be provided by the Explorer;
 - 5.2. the Explorer must provide comprehensive instruction in its use.

Protection of Stock

6. During periods of access the Explorer shall ensure that machinery on-site shall not exceed one excavator and one truck and shall not exercise access over an area of more than 10 acres during any period of access.

Supervision and Costeaming

7. The Landholder, or his representative, is to be paid for 2 hours per day at the rate of \$500 per day:
 - 7.1. to visit and check the Prospecting site and confirm the area of costeaming with the Explorer;
 - 7.2. to place flags around creek area to identify places not to costean.

ANNEXURE D - HYDROGEOLOGY REPORT

ANNEXURE E - COMPENSATION

Landholders are entitled to compensation for 'compensable loss' suffered or likely to be suffered as a result of the exploration activities on their land agreement as follow:

COMPENSATION RATES BASED ON TYPE OF DISTURBANCE

Activity	Agreed Amount \$	Detail on Activity
Track construction	\$500	Per kilometre
Costeaning	\$100	Per square metre of land surface disturbed
Bulk Sampling	\$100	Per square metre of land surface disturbed
Backhoe Trenching	\$100	Per metre
Vehicle Access Fee (includes non- mechanical mapping & sampling)	\$150	Per vehicle per day