

SITE ACCESS AGREEMENT

Landowner

Print full name

Print full name (for joint owners, if applicable)

PKC

Port Kembla Copper Pty Ltd ABN 11 076 258 976 of Military Road, Port Kembla NSW 2505

Address

Print full address

Background

- A. PKC is carrying out a voluntary, without admissions and without prejudice soil and dust sampling and remediation project (**Project**) in connection with potential contamination that may relate to historical operations at the former copper smelter at Military Road, Port Kembla, New South Wales (**NSW**).
- B. The Landowner is the owner of the land and any structures at the above address (**Property**).
- C. PKC seeks access to the Property to carry out soil, indoor dust and/or roof dust sampling (as applicable) and remediation (if required) as part of the Project (**Activity**).
- D. The Landowner has agreed to provide a licence to PKC and any person or party acting on behalf of PKC (**PKC's Representatives**) to access the Property to carry out the Activity in accordance with the terms of this deed.

This deed witnesses as follows:

Licence

1. The Landowner grants a non-exclusive licence to PKC and PKC's Representatives to enter, occupy and use the Property to carry out the Activity on the terms of this deed (**Licence**).
2. The Licence will be granted for a period, or multiple periods, as reasonably agreed in writing between the Landowner and PKC or PKC's Representatives.

Activity

3. The Landowner acknowledges and agrees that the Activity may include:
 - 3.1. the collection of soil and/or dust samples from the Property, as applicable;
 - 3.2. the remediation of any relevant soil and/or dust contamination at the Property, if required, to the satisfaction of an expert site auditor accredited by the NSW Environment Protection Authority;
 - 3.3. any activities or other works relating to sampling and remediation, including photography relating to the Activity;
 - 3.4. any make good actions under 7.1 below; and
 - 3.5. the reporting of results of the Activity (including photographs) to third parties, including an expert site auditor.
4. The Landowner will ensure that each occupier of the Property (if any) permits the Activity.
5. PKC and PKC's Representatives shall:
 - 5.1. carry out the Activity in a manner so as to minimise damage or disturbance to the Property; and
 - 5.2. not use the Property for any purpose except carrying out the Activity.
6. If remediation of the Property is required, PKC or PKC's Representatives will consult with the Landowner in relation to the scope of remediation.
7. Prior to the completion of the Activity, PKC and PKC's Representatives will:
 - 7.1. promptly make good any material damage that it causes to the Property in carrying out the Activity (excluding any damage or disturbance that is agreed between the parties); and
 - 7.2. thereafter have no right to continue accessing, using or occupying the Property.

Insurance

8. Before the Property may be accessed in accordance the terms of this deed, PKC and PKC's Representatives (as applicable) will each effect and maintain appropriate insurance, including public liability insurance of at least \$20 million in respect of any one claim or occurrence.

General

9. The date of this deed will be the date when the last party signs the deed.
10. This deed is governed by the law in force in NSW and each party irrevocably submits to the exclusive jurisdiction of the courts of NSW.
11. This deed states all the express terms of the agreement between the parties in respect of the subject matter and neither party has relied on any statement by the other party not expressly included in this deed.

Executed as a deed

Date

PKC

Signed sealed and delivered by
Port Kembla Copper ABN 11 076 258 976

Signature of Director

Signature of Director

Full name of Director

Full name of Director

Landowner

Signed sealed and delivered by

in the presence of

Signature of Landowner

Signature of witness

Full name of Landowner

Full name of witness

Signature of Landowner (if applicable)

Signature of witness (if applicable)

Full name of Landowner (if applicable)

Full name of witness (if applicable)