

THIS DEED is made the 4th day of November 2020

BETWEEN

Commissioner of Main Roads, a body corporate under the *Main Roads Act 1930* (WA) of Don Aitken Centre, Waterloo Crescent, East Perth, Western Australia (**Main Roads**)

AND

Mineral Resources Limited (ABN 33 118 549 910) of 1 Sleaford Rd, Applecross Western Australia (**MRL**).

RECITALS

- A. MRL is commencing work at the Mine Site and is proposing to construct a new access road from the Great Northern Highway to the Mine Site.
- B. Main Roads has agreed to permit MRL to use a temporary access road for the purpose of accessing the Mine Site subject to the terms of this deed.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Business Day means a day that is not a Saturday, Sunday or a public holiday in Perth, Western Australia.

Mine Site means the mine located on M47/1424, 75km west north west of Newman, off Great Northern Highway, in the Shire of Ashburton.

Personnel means MRL's directors, officers, employees, agents, consultants and contractors, and all employees, agents, consultants and contractors of MRL's contractors.

Procedure means Main Roads' *Procedure for Seeking Approval to Undertake Works within the Main Roads Reserve* available at <https://www.mainroads.wa.gov.au>, as that procedure is updated from time to time.

Road means 'the permanent mine site access' road as approved by Main Roads from the Great Northern Highway to the Mine Site access road at SLK 1250.92SLK, or such other location as approved by Main Roads under its design review under clause 3.1 or the Procedure.

Road Reserve means that part of the land under the care, control and management of Main Roads in respect of the Great Northern Highway.

Temporary Access Period means the period commencing on the date that MRL has satisfied the requirements of clause 4.3 and ending at the end of the term of this deed as described in clause 2, unless extended in accordance with clause 4.2.

Temporary Road means the temporary access road from the Mine Site to Great Northern Highway, connecting to Great Northern Highway at SLK 1248.87

2. TERM

- (a) This deed commences on the date it is signed by the parties and, subject to clause 2(b), expires on the earlier of the issue of Practical Completion (as that term is defined in the Procedure) of the Road and the date that is 9 months from the date of this deed.

- (b) This deed may be extended with the formal, signed, written approval from both parties.

3. DESIGN AND CONSTRUCTION OF THE ROAD

3.1 Design

- (a) The Road must follow the approved 'Concept' design as provided at Annexure 1 of this deed. In general, the Road design must include;
- (i) a free flow left slip lane toward Port Hedland that can accommodate RAV10 (60m PBS) traffic with an intended speed of 40km/h;
 - (ii) an accelerating lane long enough to allow vehicles entering/merging onto the Great Northern Highway to do so at not less than 80% of the posted speed;
 - (iii) drainage to accommodate and control surface run-off, particularly at intersections;
 - (iv) a Channelized Right Turn Pocket (CHR) with not less than 200m stacking distance;
 - (v) associated signage, RRPM's and line-marking;
 - (vi) an asphalt intersection for the right turning movements (Dense Graded 14mm I/S mix with A35P binder); and
 - (vii) a sprayed seal surfacing on all new construction for not less than 100m onto the mine access and comprising a 16/10 double – double seal (design to be submitted for MRWA review).
- (b) MRL must submit to Main Roads for approval all design documents for the Road in electronic Autocad (DXF) and postscript (PDF) format:
- (i) at the 15% stage within 10 Business Days of signing of the deed;
 - (ii) at the 85% stage within 20 Business Days of receiving design comments for the 15% design;
 - (iii) at the 100% stage within 15 Business Days of receiving design comments for the 85% design; and
 - (iv) within 5 business days of the 100% design comments being provided, electronic copies of all IFC documents and survey files to be used in the completion of the works for the Road.
- (c) Main Roads will review and provide its approval or comments on the 15%, 85% and 100% design documents to MRL within 10 Business Days of receipt.

3.2 Works by Others Procedure

- (a) MRL must, on or before submitting the 85% designs for Main Roads review, submit an application under the Procedure for the Road as "complex works" under that Procedure.
- (b) Any works within the Road Reserve in respect of the Road:
- (i) must not commence until Main Roads:
 - (A) issues a formal approval to proceed under the Procedure in respect of the Road; and

- (B) has received the IFC documents for the Road as referred to in clause 3.1(b)(iv); and
- (ii) will be subject to the terms of the Procedure and any approvals and notices issued by Main Roads in connection with MRL's application and the Procedure, including any specification requirements associated with the Road's construction.
- (c) Contingent on the receipt of formal approval to proceed with construction from Main Roads under the Procedure and MRL complying with all requirements of the Procedure and that approval, MRL must:
 - (i) commence constructing the Road within the Road Reserve within 4 weeks of receipt of Main Roads approval of the IFC design of the Road; and
 - (ii) complete construction of the Road within the Road Reserve within 3 months of commencing construction of the Road within the Road Reserve.
- (d) Nothing in this deed has the effect of constraining Main Roads or placing any fetter on Main Roads' discretion to exercise or not to exercise any of its statutory rights, duties, powers or functions or any of its rights under the Procedure.

4. USE OF TEMPORARY ROAD

4.1 Right to access and use

Subject to the terms of this deed, Main Roads grants MRL the right to access and use the Temporary Road within the Road Reserve for the Temporary Access Period for the purpose of MRL and its Personnel accessing the Mine Site.

4.2 Extension of Temporary Access Period

MRL may, by notice to Main Roads, request an extension of the Temporary Access Period and Main Roads may, in its discretion, by notice to MRL extend the Temporary Access Period for periods of up to one month, as specified in Main Roads' notice.

4.3 Works prior to using Temporary Road

- (a) MRL must, prior to commencing use of the Temporary Road for haulage and/or production activities:
 - (i) remove all associated parking bay signage and replace it with "Wonmunna Construction Access" signage;
 - (ii) seal the parking bay and not less than 50 metres of the Temporary Road to the Mine Site;
 - (iii) re-cut and shape the parking bay access points to ensure a smooth transition for all vehicles entering and leaving the Mine Site;
 - (iv) provide not less than two sets of three 'shake down' humps on the new sealed section to minimise dirt being transferred onto the Great Northern Highway;
 - (v) erect "Trucks Entering" warning signage on fixed frangible posts 200 metres both North and south of the Temporary Road; and
 - (vi) provide a copy of the certificate of currency for, and terms and conditions of, the insurance required by this deed to Main Roads.
- (b) MRL must, and must ensure that its Personnel, complete all works in connection with the Temporary Road in the vicinity of the Road Reserve in accordance with all traffic management and safety requirements notified by Main Roads.

4.4 Access terms

In using the Temporary Road, MRL must, and must ensure that its Personnel:

- (a) comply with all applicable laws and authorisations;
- (b) comply with any safety and road use requirements notified by Main Roads; and
- (c) ensure all vehicles departing the mine site STOP before the highway edge line and proceed once suitable safe distances for vehicles are provided.

4.5 Suspension

If Main Roads determines, in its discretion, that the operation of the Temporary Road, or the works in the vicinity of the Road Reserve for the Temporary Road, are dangerous or the use of or works on the Temporary Road are creating concerns for other road users on Great Northern Highway, Main Roads may by notice require MRL to suspend its use of or works on (as applicable) the Temporary Road, and MRL must cease its use of or works on (as applicable) the Temporary Road until Main Roads notifies MRL that the danger or concerns have been rectified.

4.6 Insurance

- (a) MRL must, at its own cost, effect and maintain for the Term a public liability insurance policy for an amount not less than \$50,000,000 for any one occurrence and unlimited as to the number of occurrences, which must:
 - (i) contain terms and conditions that are to the satisfaction of the Main Roads, acting reasonably;
 - (ii) be from a reputable insurer carrying on business in Australia;
 - (iii) include Main Roads as additional insured, include a cross liability clause and provide that the insurer waives rights of subrogation against Main Roads.
- (b) MRL must, when requested by Main Roads, provide a copy of the certificate of currency for, and terms and conditions of, the insurance required by this clause.
- (c) The insurance required by this clause 4.6 is primary with respect to the interests of Main Roads and any other insurance maintained by it is excess to and not contributory with the insurance policies required by this deed and the Procedure.
- (d) Main Roads reserves the right to require MRL to take out other insurances or insurances with different limits of cover, if there is a material change in the access to or use of the Temporary Road.

4.7 Risk and indemnity

- (a) MRL uses the Temporary Road at its own risk.
- (b) MRL indemnifies Main Roads and its employees, agents, consultants and contractors (together the **indemnified persons**) against any costs, losses, damages, liabilities and claims suffered or incurred by the indemnified persons arising out of or in connection with, whether directly or indirectly:
 - (i) access to, works in connection with or use of the Temporary Road by MRL or its Personnel; or
 - (ii) any act or omission or breach of this deed by MRL or its Personnel,

except to the extent that the costs, losses, damages, liabilities and claims were caused or contributed to by any breach of this deed or negligent or wrongful acts or omissions of the indemnified persons.

- (c) Part 1F of the *Civil Liability Act 2002* (WA) does not apply to this deed.
- (d) This clause 4.7 survives termination or expiry of this deed.
- (e) Neither party is liable under this deed for any economic loss (including loss of revenue, loss of profit, loss of opportunity or loss of savings) or other consequential or indirect loss except in relation to claims for personal injury or death.

4.8 Suspension of access for breach

If MRL or any of its Personnel breach a term of this deed, Main Roads may by notice to MRL suspend MRL's rights under this clause 4 and MRL must, by the date specified in Main Roads' notice, cease all access to and use of the Temporary Road.

5. MISCELLANEOUS

5.1 Notices

- (a) Any notice, consent, approval or other communication (a "notice") given or made under this deed must be in writing and signed by the sender or a person duly authorised by the sender.
- (b) A notice given or made under this deed must be delivered to the intended recipient by prepaid post, hand or, subject to clause 0, email to the address or email address below or the address or email address last notified by the intended recipient to the sender:

- (i) to Main Roads:

Address: Main Roads Western Australia
12 – 16 Brand Street
PO Box 2256
South Hedland 6722

Email address: andrew.pyke@mainroads.wa.gov.au

Attention: Andrew Pyke
Regional Manager

Telephone: 0417 091 103;

- (ii) to Mineral Resources Limited:

Address: 1 Sleat Road
Applecross
Western Australia 6153

Email address: Darren.hardy@mrl.com.au

Attention: Darren Hardy

- (c) If a notice is sent by email, the notice must be sent as a pdf attachment to the email and not sent as a temporary file or link and must be less than 10MB.
- (d) A notice is taken to be received by the addressee:
 - (i) in the case of delivery in person, when delivered;
 - (ii) in the case of posting, on the third Business Day after the date of posting to an address within Australia, and on the fifth Business Day after the date of posting by airmail to an address outside Australia; and

- (iii) in the case of email, at the time in the place to which it is sent equivalent to the time shown on the automatic receipt notification received by the party sending the email or message from the recipient.

provided that, if the notice is taken to be received on a non-Business Day, or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day.

5.2 Assignment

MRL must not, without the prior written approval of Main Roads, and except on such terms and conditions as are determined by Main Roads, assign, transfer, mortgage, novate, charge, or otherwise encumber this deed or any right, benefit or interest under or in respect of this deed.

5.3 Variation

This deed cannot be amended or varied except in writing signed by the parties.

5.4 Costs

Each party must pay its own legal costs of and incidental to the preparation and completion of this deed.

5.5 Counterparts

If this deed consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

5.6 Further action

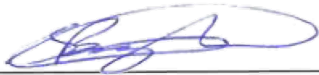
Each party must do all things reasonably necessary, including signing further documents, to give full effect to this deed.

5.7 Governing law and jurisdiction

This deed is governed by the law in force in the State of Western Australia. The parties irrevocably submit to the exclusive jurisdiction of the courts exercising jurisdiction in Western Australia, and any court that may hear appeals from any of those courts, for any proceeding in connection with this deed, subject only to the right to enforce a judgment obtained in any of those courts in any other jurisdiction.

EXECUTED AS A DEED:

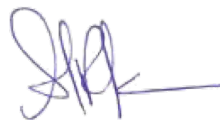
SIGNED for and on behalf of **THE COMMISSIONER OF MAIN ROADS** in the presence of:



Signature of witness

Scott Buckingham

Name of witness



Signature of authorised person

Andrew Pyke, Regional Manager

Name and position of authorised person

SIGNED by **MINERAL RESOURCES
LIMITED** in accordance with section 127 of
the *Corporations Act 2001* (Cth):



Signature of Director

CHRIS ELLISON

Name of Director



Signature of the Company Secretary/Director

MARK GREGORY WILSON

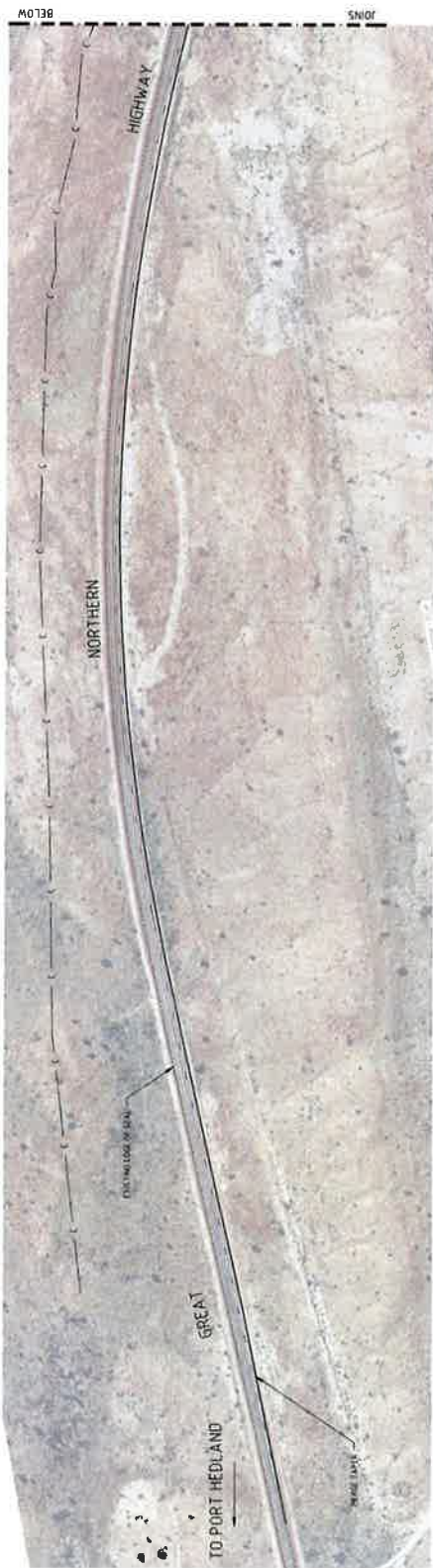
Name of Company Secretary/Director

Annexure 1 – Concept Design of the Road

See attached sketches;

- **2009023-SK-1201**
- **2009023-SK-1202**
- **2009023-SK-1901**
- **2009023-SK-1902**

1 ALL DIMENSIONS SHOWN ARE IN METRES UNLESS NOTED OTHERWISE



EXISTING EDGE OF SEAL _____

EXISTING COMPLICATION SERVICES _____

TEMPORARY INTERSECTION _____

DESIGN EDGE OF SEAL _____

DESIGN EDGE OF SHOULDER _____

[illegible]

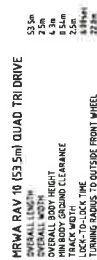
1. ALL DIMENSIONS SHOWN ARE IN METRES UNLESS NOTED OTHERWISE



EXISTING EDGE OF SEAL _____
 _____ C _____
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 TEMPORARY INTERSECTION _____
 DESIGN EDGE OF SEAL _____
 DESIGN EDGE OF SHOULDER _____

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1. ALL DIMENSIONS SHOWN ARE IN METRES UNLESS NOTED OTHERWISE
2. PROPOSED VEHICLE IS 600 PPS QUAD ROAD TRAIN (1200 PAYLOAD)
3. DESIGN VEHICLE IS 33.5m RAY 10-DRIVE AS SHOWN



DESIGN EDGE OF SEAL

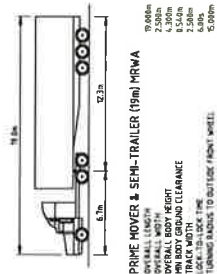
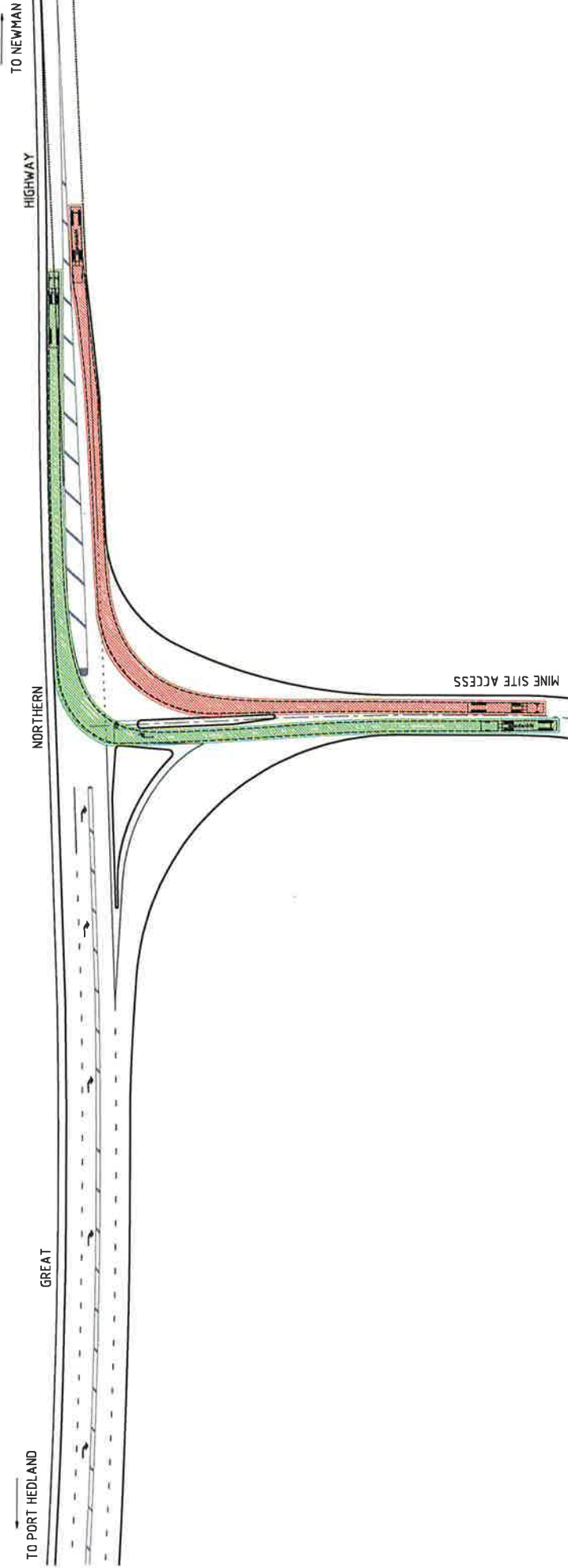
MRWA RAY 90 (53.5m)
TURNING TEMPLATE TURN

MRWA RAY 90 (53.5m)
TURNING TEMPLATE TURN

[illegible]

NOTES:

1. ALL DIMENSIONS SHOWN ARE IN METRES UNLESS NOTED OTHERWISE
2. PROPOSED VEHICLE IS 400 PPS QUADR ROAD TRAIL (100 PPS) (100 PPS)
3. DESIGN VEHICLE IS 400 PPS QUADR ROAD TRAIL (100 PPS) (100 PPS)



PRIME MOVER & SEMI-TRAILER (190m) HRVA

OVERALL LENGTH	19.00m
OVERALL WIDTH	2.50m
MIN BODY GROUND CLEARANCE	0.54m
TRACK WIDTH	2.50m
TURNING RADIUS TO OUTSIDE FRONT WHEEL	15.00m

LEGEND

- DESIGN EDGE OF SEAL
- PRIME MOVER & SEMI-TRAILER (190m) HRVA TURNING TEMPLATE TURNING LEFT
- PRIME MOVER & SEMI-TRAILER (190m) HRVA TURNING TEMPLATE TURNING RIGHT

<p>WONKUNNA IRON ORE PERMANENT INTEREST GREAT NORTHERN HWY & WALK ROAD SHEET PATH 1 OF 2</p>		<p>SCALE: 1:500</p>	<p>PROJECT INFORMATION</p> <p>DESIGNED BY: RM</p> <p>CHECKED BY: JC</p> <p>PROJECT NO: 2009023</p> <p>PROJ MANAGER: H. MEDHART</p>	<p>DATE: 2009023-SK-1902</p> <p>REV: B</p>
<p>INFORMATION ONLY</p>		<p>SCALE: 1:500</p> <p>VERTICAL: 1:500</p> <p>HORIZONTAL: 1:500</p> <p>DATE: 2009023</p> <p>SCALE: 1:500</p>	<p>CLIENT</p> <p>REFERENCE: 2009023-SK-1902</p>	<p>DATE: 2009023-SK-1902</p>
<p>TO PORT HEDLAND</p>		<p>TO NEWMAN</p>	<p>TO NEWMAN</p>	<p>TO NEWMAN</p>

04 November 2020

CERTIFICATE OF CURRENCY PUBLIC LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE HOLDER. IT DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY. IT IS PROVIDED AS A SUMMARY ONLY OF THE COVER PROVIDED AND IS CURRENT ONLY AT THE DATE OF ISSUE. FOR FULL PARTICULARS, REFERENCE MUST BE MADE TO THE CURRENT POLICY WORDING

INSURED

Mineral Resources Limited and/or all subsidiary companies, related companies and financiers.

THE BUSINESS

Principally but not limited to: diversified mining operators/ principals (including owners and operators of rail locomotives & wagons & vicarious liability for Stevedoring), mining contractors, manufacturers and installers of polyethylene pipeline and piping systems, high pressure gas pipeline installations, ocean outfall rock trenching, bore field pipeline and tank installations, construction and equipment hire, transport services, construction and operation of mineral processing infrastructure, design and manufacture carbon fibre haul truck trays, oil & gas exploration and production, tenement owners, property owners and occupiers and all associated and related activities thereto.

ADDITIONAL INSURED

Main Roads (WA) are noted as an additional insured to the extent required under contract including cross liability and a waiver of subrogation.

PERIOD OF INSURANCE

- (a) From: 4.00 p.m. on 31 October, 2020 local standard time
To: 4.00 p.m. on 31 October, 2021 local standard time
- (b) Any subsequent period for which the Insured has requested and the Insurer has accepted renewal.

INSURER

NAME	POLICY NUMBER	PARTICIPATION %
Zurich Australian Insurance Limited	TBA	100% (Primary)
Chubb Insurance Australia	TBA	100% (Umbrella Excess)

SITUATION

Anywhere in the World (except the USA and Canada as defined in the Policy)

INTEREST INSURED

Public and Products Liability

All sums which the Insured shall become legally liable to pay that the Insured shall become legally liable to pay in respect of or consequent upon

- (a) Personal injury to any person
- (b) Property Damage

occurring during any Period of Insurance and arising in connection with The Business or Products within the Territorial Limits except as hereinafter excluded.

LIMITS OF LIABILITY

Public Liability

\$25,000,000 any one occurrence or series of occurrences arising from one originating cause

Umbrella Liability

\$25,000,000 any one occurrence in excess of:

- a) The Underlying Policies; or
- b) The Insured's self retention where there is no current Underlying Policy.

Indemnity is subject to the terms and conditions of the Policy, including any applicable Sub-Limit of Liability and Deductible.

In accordance with the ongoing commitment by Marsh to quality management philosophies, this certificate has been verified for accuracy of content by:

Yours faithfully,



Rachel Spence
Senior Account Executive