

When recorded, return to:  
Arizona Dept. of Environmental Quality  
Remedial Projects Section  
1110 West Washington Street, Suite 127  
Phoenix, Arizona 85007-9973

Water Quality Assurance Revolving Fund  
Senator Mine Site, Prescott, AZ

**SINO VANTAGE Group, Inc.**  
**1661 S. Amphlett Blvd., Ste 104**  
**San Mateo, CA 94402**

**PROPERTY ADDRESS: Senator Highway, Prescott, Arizona**

**ASSESSOR'S PARCEL NUMBERS: 205-14-246P**

2024 ENVIRONMENTAL ACCESS AGREEMENT

This Environmental Access Agreement ("2024 Access Agreement") is entered into by and between the Arizona Department of Environmental Quality ("ADEQ") and Sino Vantage Group, Inc., a California Corporation ("Owner"). Owner and ADEQ are referred to herein as the "Parties."

RECITALS

A. Pursuant to A.R.S. §§ 49-282.02 and -287, ADEQ has determined that site conditions at or near real property located at the Senator Mine, Prescott, Yavapai County, Arizona, Assessor's Parcel 205-14-246P ("Property") have created imminent and substantial risk of harm to human population and to the Hassayampa River watershed downstream from the Site. The Owner deed is attached setting forth the legal description of the Property and marked "Exhibit 1." The location of the Property is shown by the Map that is attached and marked "Exhibit 2."

B. In accordance with A.R.S. § 49-288(C)(3), ADEQ desires to enter upon and use the property to complete Remedial Actions as defined within A.R.S. § 49-281 (12) and as more fully set forth below in paragraph 3.

C. The Owner desires to facilitate ADEQ's remediation of the Site.

D. The Parties desire to state the terms upon which the ADEQ may enter upon the Property and complete the remedial actions.

AGREEMENT

For good and valuable consideration, the receipt and adequacy of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. Recitals and Warranty of Title. The Recitals and Exhibits are a material part of this 2024 Access Agreement. Owner holds equitable and legal title to and exclusive possession of the Property. Owner has the authority to enter into this Agreement and represents that there is no tenant or other person currently in possession of the Property.

2. Owner Liability. Owner does not admit liability for any contamination at the Property.

3. Grant of Right of Access. Owner grants an easement to ADEQ and its representatives, authorized agents, attorneys, investigators, consultants, advisers, and contractors to enter on, use, and occupy the Property for the purpose completing Remedial Actions as defined within A.R.S. § 49-281 (12) as set forth:

- a. ADEQ and its consultants will construct a lined, shallow (approximately two foot deep) V-ditch along the western side of the adit dirt pile to reroute seepage water into the existing sediment ponds to eliminate ponding along the edge of the tailings pile. ADEQ will construct a similar V-ditch on the eastern side of the adit dirt pile. ADEQ estimates mobilization time of approximately two weeks. Onsite activities require three days.
- b. ADEQ and its consultants will protect the Hassayampa River from tailings pile sloughing by constructing an approximately 800-foot pipeline to reroute the Hassayampa River. ADEQ and its consultants will construct a headwall and beginning of the pipeline approximately 100 feet upgradient of the existing culvert undercrossing. Shrubbery and trees may need to be removed, along with existing berms. The remaining 700 feet of the pipeline will be installed in the vicinity of the existing historical road. Some grading and excavation will be required on the historical road as well, with the potential for removal of shrubbery. The pipeline will then reconnect with the existing river channel downstream. ADEQ or its consultants will obtain any necessary permits. ADEQ estimates mobilization time of less than two (2) weeks after approval of respective permitting. ADEQ is not able to provide an onsite estimate of time to performance without further data.

This 2024 Access Agreement is a covenant running with the land, binds Owner and Owner's heirs, successors, tenants, and assigns, and will terminate only when ADEQ determines that the Remedial Actions as set forth are completed or should be discontinued and records a document expressly terminating this Agreement. ADEQ may record this Agreement in the county where the Property is located.

Owner shall not cause or allow any license, easement, encumbrance or any physical obstacle to be placed on the Property that would prohibit ADEQ's rights under this Agreement. Owner, or its authorized agent, will open any entry gate and/or remove any lock prohibiting access to the Property. If ADEQ's access is blocked or impaired, ADEQ, without notice to Owner, may remove the barrier or obstacle on the Property, and shall be entitled to immediate injunctive relief. The parties understand that Owner will develop the Property, and such development is not prohibited under this Agreement so long as ADEQ's rights under this Agreement remain in full force and effect and no access of ADEQ is blocked or impaired.

4. Duty of Care. Owner and Owner's agents, employees, contractors, invitees, and guests shall not hinder or interfere with ADEQ's rights and shall not damage or tamper with any equipment or other property used in connection with the Remedial Actions as defined within this 2024 Administrative Settlement Agreement.

The Site conditions have created imminent and substantial risk of harm to human population and to the Hassayampa River watershed downstream from the Site. ADEQ shall initially bear the cost of these remedial actions. ADEQ reserves the right to seek reimbursement for any and all remedial actions undertaken as a result of the Site conditions. ADEQ also reserves the right to claim any Natural Resources damages as a result of the conditions on the Site and for any damages that arise from Sino Vantage, Inc.'s continued breach of the Consent Judgment and related actions, State of Arizona *et al v. Gold Paradise Peak et. al.*, Maricopa Superior Court No. CV2019-005385.

5. Prior Notice of ADEQ Entry. ADEQ will use reasonable efforts to give Owner at least three (3) days prior notice before entering the Property.

6. Notices Required Under This Agreement.

Notices from ADEQ to Owner's agent shall be effective when given,

Songqiang Chen  
283 Port Royal  
Foster City, CA 94404

Notices from Owner to ADEQ shall be effective when given, if by telephone, to:

Remedial Projects Section Manager  
Tina LePage  
(520) 770-3127

and, if in writing, to:

Attention: Tina LePage, Remedial Projects Section Manager  
ADEQ – REMEDIAL PROJECTS SECTION  
1110 West Washington Street, Suite 127  
Phoenix, Arizona 85007-9973

If Owner changes its mailing address for purposes of notice under this Agreement, written notice of the change shall be promptly given to ADEQ.

7. Insurance. While this 2024 Access Agreement is in effect, ADEQ will maintain proof of insurance or self-insurance and will require its contractors to comply with the insurance provisions of the Arizona Superfund Response Action Contract.

8. No Indemnity. Owner and ADEQ are responsible for only their own negligence in connection with their respective activities conducted on the Property. Neither Party to this Agreement agrees to indemnify the other Party or hold harmless the other Party from liability hereunder.

9. Damage to Property. ADEQ will repair any material damage it negligently causes to the Property.

10. Default. If either Party defaults under this 2024 Access Agreement and the default continues for more than ten (10) days after the effective date of the Party's written notice stating the specific nature of the default, then the Party may treat the default as a breach of this Agreement. Notwithstanding the foregoing, in the event Owner notifies ADEQ of a default, if ADEQ determines that the default cannot be cured within the ten-day notice period, then the default shall be deemed cured if ADEQ commences efforts to cure the default within the ten-day notice period. ADEQ's inadvertent failure to give notice under Paragraph 4 is not a default under this Agreement. Owner's failure to provide access under this Agreement is not subject to the ten-day notice period and is an immediate breach of this Agreement.

11. Dispute Resolution. This 2024 Access Agreement shall be governed, interpreted, and enforced according to the laws of the State of Arizona. Proper venue for any civil action, proceeding, or arbitration arising out of this Agreement shall be Maricopa County, Arizona. To the extent required by A.R.S. § 12-1518(B) and as set forth in A.R.S. § 12-133, at the direction of the court, the Parties shall submit any breach or dispute arising out of this Agreement to arbitration pursuant to Ariz. R. Civ. P. Rules 72-77.

12. Exhibits to this Agreement. Exhibits to this 2024 Access Agreement are intended for informational purposes. If there is a conflict between the terms of this Agreement and an Exhibit to this Agreement, the terms of this Agreement shall control.

13. Miscellaneous. (A) This 2024 Access Agreement may be canceled pursuant to A.R.S. § 38-511; (B) this Agreement expresses the entire agreement of the Parties; (C) Owner agrees that Owner is not relying on any promise, agreement, or representation made by ADEQ except as stated in this Agreement; (D) no modification of this Agreement is valid or enforceable unless the terms of the modification are in writing and signed by the Parties; (E) this Agreement binds and inures to the benefit of the Parties and their agents, heirs, successors, assigns, transferees, executors, and personal representatives; (F) ADEQ shall retain possession of the fully executed original of this Agreement, and Owner shall receive accurate copies; (G) this Agreement is effective when signed by the Parties; (H) ADEQ retains all access, investigative, and enforcement authority and all other rights and remedies available to it under any applicable law, statute, rule and regulation; (I) this Agreement is subject to available funding and nothing shall bind ADEQ to expenditures in excess of funds appropriated and allotted for the purposes in this Agreement; and, (J) this Agreement may be signed in counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same Instrument.

*The Remainder of This Page is Left Blank*



ARIZONA DEPARTMENT OF  
ENVIRONMENTAL QUALITY,  
an agency of the State of Arizona, Grantee

By

A handwritten signature in black ink that reads "Tina LePage". The signature is written in a cursive style with a long, sweeping underline.

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Tina LePage, Manager  
Remedial Projects Section

Date June 13, 2024