

## Current Planning Agreements

| Date of Agreement | Related Development   | Documents  | Agreement Details   |
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| 22.10.2018        | <p>Ardlethan Tin Mine</p> <p>DA2016/67</p> <p>Tin Mine Tailings Processing and Rehabilitation Project</p> | <p><a href="#">Planning Agreement and Explanatory Note</a></p> | <p>The Developer is required to make the following Development Contributions to CSC in respect of the Development:</p> <p>(i) Payment of the Community Enhancement Contribution in accordance with the following terms:</p> <p>A. Annual payments as follows:</p> <ul style="list-style-type: none"> <li>• Year 1: \$20,000</li> <li>• Year 2: \$30,000</li> <li>• Years 3 to 8: \$45,000</li> <li>• Years 9 to 15: \$40,000</li> </ul> <p>B. The Community Enhancement Contribution will first be paid on the Commencement Date as defined herein and then annually on the same date thereafter until Mining Operations cease.</p> <p>(ii) Payment of the Road Maintenance Contribution in accordance with the following terms:</p> <p>A. Annual payments of \$5,000 for the life of the project.</p> <p>B. The Road Maintenance Contribution will first be paid on the Commencement Date as defined herein and then annually on the same date thereafter until Mining Operations cease.</p> <p>C. The Road Maintenance Contribution has been calculated and agreed to by all Parties and reflects the real average annual cost of maintaining the roads listed at Schedule 5 within +/-10% over an extended period of time. At any time, CSC and the Developer agree to renegotiate the Road Maintenance Contributions if the</p> |

## Current Planning Agreements

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|  |  |  | <p>real average annual cost of maintaining the roads listed at Schedule 5 is outside this range.</p> <p>D. If, during the life of the Project, CSC has evidence of Development-related traffic volumes or vehicle types on the designated travel routes as listed in Schedule 5 exceeding the levels proposed in the Development Consent, or of Development-related traffic on any other roads not named in the Development Consent, the Developer agrees to reach a negotiated settlement with CSC to provide additional funds for road repair, maintenance or upgrade works as deemed necessary by the roads authority.</p> <p>E. CSC agrees to maintain the roads listed at Schedule 5 to a standard as deemed reasonable by the roads authority and to take appropriate action as and when required to ensure the Developer is able to conduct its business in an efficient manner over the life of this Agreement.</p> <p>(iii) Payment of the Project Administration and Compliance Management Contribution in accordance with the following terms:</p> <p>A. Annual payments of \$10,000 for the life of the project.</p> <p>B. The Project Administration and Compliance Management Contribution will first be paid will first be paid on the Commencement Date as defined herein and then annually on the same date thereafter until Mining Operations cease.</p> <p>(iv) The various Contributions shall be deemed to have been paid when cleared funds are deposited by means of electronic funds transfer by the Developer into the bank account nominated by CSC.</p> |
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## Current Planning Agreements

|                   |   |  | <p>(v) All the Contributions listed above are subject to CPI. The three different Contributions shall be indexed according to the CPI from the date of 30th June 2018.</p> <p>(vi) (The Developer agrees to pay interest to CSC on any amount of the Development Contributions from 28 days after they become due for payment, during the period that they remain unpaid, on demand, or at times determined by the Council, calculated on daily balances. The rate to be applied to each daily balance is the Interest Rate (adjusted to be a daily interest rate).</p> <p>(vii) Payment for Road and Intersection Upgrades shall be in accordance with the terms set by Schedule 6.</p>   |
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| Date of Agreement | Related Development   | Documents  | Agreement Details  |
| 27.10.2022        | <p>Dennis Trading Pty Ltd.</p> <p>DA2022/5</p> <p>Rannock Storage Silos Project</p> | <p><a href="#">Planning Agreement and Explanatory Note</a></p> | <p>The Developer is required to make the following Development Contributions to CSC in respect of the Development:</p> <p>(i) Payment of the Road Maintenance Contribution in accordance with the following terms:</p> <p>A. Annual payments of \$4,000 (exclusive of GST) for the life of the project (CPI Annually).</p> <p>B. The Road Maintenance Contribution will first be at the issuing of the occupation certificate for the development and then annually on the same date thereafter until Operations at the site cease. For any period shorter than a 12 month period the rate will be calculated pro rata.</p> <p>C. If, During the life of the Project, CSC has evidence of Development-related storage volumes, traffic volumes or vehicle types on the designated travel routes as listed in Schedule 5 exceeding the levels proposed in the</p> |

## Current Planning Agreements

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|  |  |  | <p>Development Consent, the Developer agrees to reach a negotiated settlement with CSC to provide additional funds for road repair, maintenance or upgrade works as deemed necessary by the roads authority.</p> <p>D. CSC agrees to maintain the roads listed at Schedule 5 to a standard as deemed reasonable by the roads authority and to take appropriate action as and when required to ensure the Developer is able to conduct its business in an efficient manner over the life of this Agreement.</p> <p>(ii) The various Contributions shall be deemed to have been paid when cleared funds are deposited by means of electronic funds transfer by the Developer into the bank account nominated by CSC.</p> <p>(iii) All the Contributions listed above are subject to CPI. The Contributions shall be indexed according to the CPI from the date of 30th September 2022.</p> <p>(iv) In the event that the Developer plans to suspend operations for a commercial reasons the Developer shall provide written notice to Council 14 days beforehand. Within 7 days after the suspension of operations the Developer must pay Council the full amount owing on the contribution type – calculated pro rata – as at the date of suspension. The liabilities for Contributions will resume as at the date of re-commencement of operations and payable as per the due dates set at the beginning of the Project, including CPI.</p> <p>(v) The Developer agrees to pay interest to CSC on any amount of the Development Contributions from 28 days after they become due for payment, during the period that they remain unpaid, on demand, or at times determined by the Council, calculated on daily balances.</p> |
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## Current Planning Agreements

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|-------------------|---|--|--|
| 31 .8.2023        | <p>Rockwoods Investment Group Pty Ltd.</p> <p>DA 2021/44</p> <p>Continued Operation and Extension of Quarry</p> | <p><a href="#">Planning Agreement and Explanatory Note</a></p> | <p>The rate to be applied to each daily balance is the Interest Rate (adjusted to be a daily interest rate).</p> <p>Subject to the terms of this Deed including clause 6.2 and 6.3, the Developer will pay to Council the Development Contributions which are to be made:</p> <ul style="list-style-type: none"> <li>(i) for the purpose specified in column A of Schedule 1;</li> <li>(ii) in the amount referred to in column B of Schedule 1 (subject to adjustment under clause 6.2); and</li> <li>(iii) at the times referred to in column C of Schedule 1.</li> </ul> <p>(b) A Development Contribution is made for the purposes of this Deed when cleared funds are deposited by means of electronic transfer into a bank account nominated by Council.</p> <p><b>CPI</b><br/>The Development Contributions are to be adjusted according to CPI as follows: <math>DCP = (DC \times A)/B</math><br/>where:</p> |

## Current Planning Agreements

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|  |  |  | <p>(a) DC equals the particular Development Contribution payment amount required to be paid as per column B of Schedule 1;</p> <p>(b) DCP equals the actual Development Contribution payment amount payable at the time the particular payment is made;</p> <p>(c) A equals the most recent CPI published before the date the payment is due to be made; and</p> <p>(d) B equals:</p> <ul style="list-style-type: none"><li>(i) for the purposes of year 6, the CPI figure will be the figure published at the time of year 5 after the date of this Deed; or</li><li>(ii) the CPI published at the time of the last review of the Development Contribution for years 7 onwards.</li></ul> <p>Notwithstanding the provisions of clause 6.2 the parties acknowledge that the Development Contribution payable for years 1 - 5 of this Deed are to be calculated in accordance with the fixed rates set out in column B of Schedule 1.</p> <p>The parties acknowledge that the Development Contribution payable for year 6 and all subsequent years will be adjusted according to CPI as per clause 6.2.</p> <p><b>Calculation of Development Contributions</b></p> |
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## Current Planning Agreements

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|  |  |  | <p><b>Calculation of and issuing of Tax Invoice for Development Contributions</b></p> <p>(a) The Developer must:</p> <ul style="list-style-type: none"><li>(i) retain all Weighbridge Records created during the Term for a period of 7 years from the date that those documents are created;</li><li>(ii) on the first Reporting Date, provide Council with a Report summarising the total volume of Quarry Product transported from the Quarry based on the Weighbridge Records since the Commencement Date up to the end of the financial year prior to the first Reporting Date; and</li><li>(iii) on each subsequent Reporting Date, provide to the Council a Report summarising the total volume of Quarry Product transported from the Quarry based on the Weighbridge Records for the financial year Immediately preceding the Reporting Date.</li></ul> <p>(b) If in any year during the Term the Developer is not able to provide the Report by the Reporting Date for any reason, the Developer may make a written request to Council to extend the Reporting Date, provided It is prior to 20 Business Days before the applicable Reporting Date. Council must not unreasonably withhold Its consent to any such request to an agreed extension of time for the Report.</p> |
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## Current Planning Agreements

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|  |  |  | <p>(c) Within 20 Business Days of receiving the Report in respect of any period, Council must provide a notice to the Developer notifying It of the amount of the Development Contribution required to be paid, in respect of the relevant period covered by that Report, calculated in accordance with the formula for the Developer Contribution in Schedule 1.</p> <p>(d) In the event that there is a dispute as to the volume of Quarry Product transported from the Quarry;</p> <ul style="list-style-type: none"><li>(i) The parties are to resolve their dispute in accordance with clause 11 below; and</li><li>(ii) Following the resolution of the dispute in accordance with clause 110, additional product Is found to have been transported from the Quarry then the Developer Is to pay the contributions amount for that product at the rate applicable at the time the dispute Is resolved within 28 days of the date It Is resolved.</li></ul> <p><b>Rehabilitation Contribution</b></p> <p>It Is a condition of the Development Consent that the Developer will remediate the Development Land. The parties agree that the Developer will make an annual payment on account of the costs of the remediation works, with such funds to be provided by way of a bank guarantee in favour of Council. The payments are to commence annually from the Commencement Date.</p> |
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**Current Planning Agreements**

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|  |  |  | <p>The rehabilitation contribution to be paid by the Developer annually shall be 5% of the Estimated Rehabilitation Costs (Annual Rehabilitation Contribution).</p> <p>The Developer will provide an updated guarantee on each anniversary of the commencement of this deed to include the latest Annual Rehabilitation Contribution.</p> <p>Notwithstanding the provisions of clause 8.3 the parties agree that the total rehabilitation contributions to be made by the Developer under this deed are not to exceed the Estimated Rehabilitation Costs. The</p> <p>Developer agrees that it will be responsible for the costs to remediate the Development Land and in the event the Estimated Rehabilitation Costs Increase that it will be liable for such Increase.</p> |
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