

Planning Agreement

Clean TeQ Sunrise Mine Project

Clean TeQ Sunrise Pty Ltd (**Developer**)

and

Lachlan Shire Council (**LSC**),
Parkes Shire Council (**PSC**) and
Forbes Shire Council (**FSC**)

Planning Agreement

Clean TeQ Sunrise Mine Project

Details	4
Agreed terms	6
1. Defined terms & interpretation	6
1.1 Defined terms	6
1.2 Interpretation	8
1.3 Headings	9
2. Planning Agreement under the Act	9
3. Application of this Agreement	9
4. Operation of this Agreement	9
5. Development Contributions	9
6. Indexation of Community Enhancement Contribution	13
7. Application of sections 94, 94A and 94EF of the Act	13
8. Registration of this Agreement	13
8.1 Registration of this Agreement	13
8.2 Release and discharge of this Agreement	13
9. Dispute Resolution	13
9.1 No arbitration or court proceedings	13
9.2 Notification	14
9.3 Parties to resolve Dispute	14
9.4 Mediation	14
9.5 Confidentiality	14
9.6 Costs	14
9.7 Termination of process	14
9.8 Breach of this clause	14
10. Enforcement	14
11. Termination	15
12. Review of this Agreement	15
13. No fetter	15
13.1 Discretion	15
13.2 No fetter	15
14. Notices	16
14.1 Notices	16
14.2 Notices sent by email	16
14.3 Receipt of Notices sent by email	17
15. GST	17

15.1	Defined GST terms	17
15.2	GST to be added to amounts payable	18
15.3	Tax invoice	18
15.4	GST obligations to survive termination	18
16.	General	18
16.1	Relationship between Parties	18
16.2	Time for doing acts	18
16.3	Further assurances	18
16.4	Variation	18
16.5	Counterparts	18
16.6	Entire Agreement	19
16.7	Invalidity	19
16.8	Waiver	19
16.9	Governing law and jurisdiction	19
Schedule 1 – Section 93F Requirements		20
Schedule 2 – Land to Which this Agreement Applies		21
Schedule 3 – Land Owned by the Developer		22
Schedule 4 – Explanatory Note		23
Schedule 5 – Roads Subject to Road Maintenance		26
Schedule 6 – Road and Intersection Upgrades		27
Signing pages		29

Details

Date 13 December 2018

Parties

Name **Forbes Shire Council**
ABN 86 023 614 567
Short form name **FSC**
Notice details PO Box 333, Forbes NSW 2871
Facsimile: (02) 6850 2399
Attention: The General Manager

Name **Lachlan Shire Council**
ABN 82 815 250 829
Short form name **LSC**
Notice details PO Box 216, Condobolin NSW 2877
Facsimile: (02) 6895 3478
Attention: The General Manager

Name **Parkes Shire Council**
ABN 96 299 629 630
Short form name **PSC**
Notice details PO Box 337, Parkes NSW 2870
Facsimile: (02) 6862 3946
Attention: The General Manager

Name **Clean TeQ Sunrise Pty Ltd**
ABN 21 008 755 155
Short form name **Developer**
Notice details PO Box 227, Mulgrave VIC 3170
Facsimile: (03) 9706 8344
Attention: Company Secretary

Background

- A Clean TeQ Sunrise Pty Ltd owns the rights to undertake the Development, formerly known as the Syerston Mine Project and since 2nd November 2017 known as the Clean TeQ Sunrise Mine Project (**'Development'**). Clean TeQ Sunrise Pty Ltd is a wholly owned subsidiary of Clean TeQ Holdings Limited. On 23 May 2001, the Minister for Planning granted Development Consent for the Clean TeQ Sunrise Mine Project. A number of Modifications have been approved since, namely:
- (a) Modification 1: an increase in the autoclave feed rate, limestone quarry extraction rate and adjustments to ore processing operations (approved May 2005);
 - (b) Modification 2: alteration to the bore field (approved January 2006);
 - (c) Modification 3: to produce scandium oxide (approved May 2017);

- (d) Modification 5: alteration of the pre-construction and pre-commissioning hazard studies (approved December 2017); and
- (e) Modification 6: changed location and capacity of the approved mine's accommodation camp (approved May 2018).

One other Modification is being assessed:

- (f) Modification 4: includes, inter alia, increased sulphur demand and sulphuric acid production, increased limestone demand, adoption of the resin-in-pulp (RIP) processing method option, increased tailings storage capacity, addition of a crystalliser to the processing facility to extract ammonium sulphate from an existing waste stream and extraction of surface water from the Lachlan River.

- B Condition 17 of Schedule 2 of the Development Consent requires that prior to carrying out any development under the Development Consent after 6 May 2017, unless otherwise agreed to by the Secretary of the Department of Planning, the Developer must enter into a Planning Agreement with the Forbes Shire Council (FSC), Lachlan Shire Council (LSC) and Parkes Shire Council (PSC) and which must include the provision of funding for:
 - (i) the road upgrades required for the Development;
 - (ii) ongoing road maintenance for the Development; and,
 - (iii) community enhancement initiatives in the locality.
- C By way of this Agreement, the Developer agrees to provide the Development Contributions on the terms and conditions of this Agreement.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

The meaning of capitalised terms and the provisions relating to the interpretation of this Agreement are as follows:

Act means the *Environmental Planning and Assessment Act 1979* (NSW).

Agreement means this Planning Agreement including any schedules.

Approval means any consent, modification, certificate, licence, permit, approval or other requirement of any Authority having jurisdiction in connection with the activities contemplated by this Agreement.

Authority means any government, semi-governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal or agency.

Business Day means any day except for a Saturday, Sunday, or bank or public holiday in New South Wales.

Cash Rate means the interest rate determined by the Reserve Bank of Australia which banks pay to borrow funds from other banks in the money market on an overnight basis. For the avoidance of doubt, the term Cash Rate has the same meaning as that adopted by the Reserve Bank of Australia.

Change in Control means a change in ownership, directly or indirectly, of more than 50% of the voting shares of the Developer.

Commencement Date means the date on which this Agreement comes into operation in accordance with clause 4.

Commissioning of the Development means the date on which the testing of the Mine Processing Facility to verify that it functions according to its design objectives and specifications is completed.

Community Enhancement Contributions means an element of the Development Contributions to be used for, or allocated towards, a Public Purpose in accordance with clause 5.

Construction Commencement means the first day that Construction Works as defined in this Agreement are physically commenced.

Construction Works means the carrying out of any site preparation or land clearing, building or engineering construction work approved by the Development Consent and includes related works such as, but not limited to, public road upgrading, water and/or gas pipeline and transmission line construction and the construction of site offices and workshops (temporary or permanent), but does not include Minor Works.

CPI means the All Groups Consumer Price Index applicable to Sydney published by the Australian Bureau of Statistics.

Development means the Clean TeQ Sunrise Mine Project as described in the Development Consent.

Development Application has the same meaning as in section 4 of the Act.

Development Consent means DA 374-11-00 granted by the Minister for Planning in respect of the Clean TeQ Sunrise Mine Project (formerly the Syerston Mine Project) on 23 May 2001 and subsequently updated following approval of Modifications.

Development Contributions means the contributions as specified in clause 5.

Final Investment Decision means the date on which Clean TeQ makes a public announcement by media release or publication on the Company website that the funds required to build the Development have been secured and that the Clean TeQ Board has determined to proceed with the Development.

GST has the same meaning as in the GST Law.

GST Law has the same meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

Host Councils means FSC, LSC and PSC either individually or jointly.

Interest Rate means the rate which is the Cash Rate as set by the Reserve Bank of Australia as at the date that payments fall due, plus a margin of 2% per annum.

Land means the land subject to this planning Agreement and listed in Schedule 2

Law means:

- (a) the common law including principles of equity;
- (b) the requirements of all statutes, rules, ordinances, codes, regulations, proclamations and by-laws; and
- (c) any Approval, including any condition or requirement under it.

Limestone Quarry has the same meaning as in the Development Consent

LPMA means the Land and Property Management Authority of NSW or any other Authority replacing it.

Major Failures to the Transport Route means the structural failure of the pavement of the Transport Route.

Major Repair Contributions to Roads means contributions required to repair Major Failures to the Transport Route where government grants do not cover the full costs of repairs. The percentage contribution payable by the Developer of the costs which are not covered by a government grant shall be calculated pro-rata based on the proportion of Mine related traffic compared to total vehicle movements on the relevant part of the Transport Route. The total vehicle movements shall be determined in accordance with the traffic survey data compiled by the Developer as part of baseline traffic assessments for the Project.

Mine has the same meaning as in the Development Consent.

Mine Processing Facility has the same meaning as in the Development Consent.

Mining Operations has the same meaning as in the Development Consent and includes the removal of overburden and extraction, processing, handling, storage and transportation of ore.

Minor Works means incidental works where there are no or only demonstrably inconsequential environmental and/or social impacts. Any impacts deemed to be inconsequential must be isolated, rare in frequency, short in duration, reversible and minor in terms of size and extent. Such works could include non-disturbance activities, for example land surface surveys, geotechnical investigations, surveys or resource monitoring.

Modification means a modification to the Development Consent that would result in changes to the approved Development.

Party means a party to this Agreement, including their successors and assigns.

Planning Agreement has the same meaning as in section 93C of the Act.

Project Facilitation Contributions means the financial contributions payable by the Developer to each of the Host Councils in accordance with clause 5 and specifically to be used for administrative and management costs incurred by the Councils to expeditiously resolve any issues that may arise during the construction and commissioning phases of the Project.

Rail Siding has the same meaning as in the Development Consent.

Register means the Torrens Title register maintained under the *Real Property Act 1900* (NSW).

Regulation means the *Environmental Planning and Assessment Regulation 2000* (NSW).

Reserve Bank of Australia means Australia's central bank as constituted under the *Reserve Bank Act 1959* (Cth).

Roads Maintenance Contributions means a portion of the Development Contributions to be used for or allocated towards the maintenance of roads in the Local Government Areas of the Host Councils impacted by the Development and listed in Schedule 5.

Road and Intersection Upgrades means upgrade works to those roads and intersections as listed in Schedule 6.

Term means from the Commencement Date until the cessation of Mining Operations as specified in the Development Consent.

Transport Route has the same meaning as in the Development Consent.

Water Pipeline means the Water Pipeline referred to in the Development Consent.

1.2 Interpretation

In this Agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Agreement, and a reference to this Agreement includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (f) a reference to time is to Sydney, NSW, Australia time;

- (g) a reference to a party is to a party to this Agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (k) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (l) any Agreement, representation, warranty or indemnity by two or more Parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (m) any Agreement, representation, warranty or indemnity in favour of two or more Parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (n) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it; and
- (o) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

2. Planning Agreement under the Act

The Parties agree that this Agreement is a Planning Agreement governed by Subdivision 2 of Division 6 of Part 4 of the Act.

3. Application of this Agreement

This Agreement applies to the Land and to the Development.

4. Operation of this Agreement

This Agreement operates if:

- (a) Development Consent for the Development is in place; and
- (b) the Agreement is entered into as required by clause 25C (1) of the Regulation.

5. Development Contributions

- (a) Subject to this Agreement, the Developer is to make the following Development Contributions in respect of the Development:
 - (i) Payment of the Community Enhancement Contributions in accordance with the following terms:

- (A) The annual Community Enhancement Contributions shall commence with a payment of \$400,000. Payment shall be payable within twenty-one days of signing of this Agreement and then paid on the same date each year until Mining Operations cease.
 - (B) Irrespective of clause 5(a)(i)(A), if the Final Investment Decision is not reached within 12 months of the initial payment of Community Enhancement Contributions under cl 5(a)(i)(A), no further Community Enhancement Contributions will be made until such time as the Final Investment Decision is reached. When the Final Investment Decision is made to proceed with the Development, payments will resume within 21 days if the Final Investment Decision is more than 12 months after the initial Community Enhancement Contributions payment and shall be payable on the same date each year until Mining Operations cease.
 - (C) Irrespective of cl 5(a)(i)(A)-(B), if the Final Investment Decision is still not reached after 12 months of the initial payment of Community Enhancement Contributions under cl 5(a)(i)(A), no further Community Enhancement Contributions under cl 5(a)(i)(A) will be required until the Final Investment Decision is reached.
 - (D) The Community Enhancement Contributions due for any portion of the year between the date of Final Investment Decision and the cessation of Mining Operations will be calculated pro-rata.
 - (E) Unless otherwise determined jointly by FSC, LSC and PSC, the Community Enhancement Contributions shall be allocated 50 per cent to LSC, with 25 per cent each to PSC and FSC.
 - (F) The Community Enhancement Contributions are paid for the purposes of this Agreement when cleared funds are deposited by means of electronic funds transfer by the Developer into the bank accounts as nominated by PSC, LSC and FSC.
- (ii) Payment of the Road Maintenance Contributions in accordance with the following terms:
- (A) The Developer shall pay the following annual Road Maintenance Contributions:
 - (I) Lachlan Shire Council: \$168,000
 - (II) Parkes Shire Council: \$152,000
 - (III) Forbes Shire Council: \$20,000
 - (B) The Road Maintenance Contributions will first be paid within twenty-one days of the Final Investment Decision to proceed with the Development and then paid annually on the same date as the Final Investment Decision until Mining Operations cease.
 - (C) The Road Maintenance Contributions have 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, the Host Councils and the Developer agree to renegotiate the Road

Maintenance Contributions if the real average annual cost of maintaining the roads listed at Schedule 5 is outside this range.

- (D) If, during the life of the Project, a Host Council 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 use all reasonable endeavours to reach a negotiated settlement with Host Council(s) to provide additional funds for road repair, maintenance or upgrade works as deemed necessary by the roads authority.
 - (E) The Host Councils agree 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.
 - (F) The Road Maintenance Contributions shall be paid electronically into an account nominated by each PSC, LSC and FSC.
 - (G) The Developer shall maintain Sunrise Lane (between the accommodation camp site access road and Wilmatha Road [SR34]), to the satisfaction of LSC, during the construction and operation phase of the mine and processing facility.
- (iii) Payment of the Project Facilitation Contributions in accordance with the following terms:
- Within twenty-one days of the Final Investment Decision to proceed with the Development, and then on the same date each year thereafter, the Developer is to pay each of the Host Councils an annual Project Facilitation Contribution of \$30,000 (\$90,000 in total). The Project Facilitation Contribution shall be paid for the period between the date of the Final Investment Decision and two years to the day after Construction Commencement, as defined in this Agreement.
- (A) The Project Facilitation Contributions due for any portion of the year between the date of Final Investment Decision and two years after Construction Commencement will be calculated pro-rata.
 - (B) The Developer must notify the Host Councils in writing 21 days before the planned cessation of payment of the Project Facilitation Contributions.
- (iv) Payment for Road and Intersection Upgrades shall be in accordance with the terms set by Schedule 6.
- (v) Payment for Major Repair Contributions to Roads on the Transport Route shall be in accordance with the following terms:
- (A) the Major Repair Contributions are to be undertaken on an as-needs basis during the life of the Mine. The Major Repair Contributions shall apply to a maximum of five (5) kilometres of repair in any year, unless mutually agreed between the Parties. Such contributions are to address exceptional failure of or damage to roads where government grants do not cover the full cost of repairs. These contributions do not substitute for the nominated Road Maintenance Contributions.

- (B) the Host Council(s) will provide the Developer with a cost report prepared by a quantity surveyor ("Cost Report") that sets out how the Major Repair Contributions have been calculated. The Cost Report must identify any assumptions made by the quantity surveyor and may be in relation to one or more elements of the works that comprise the Major Repair Contributions.
- (C) The Developer is to notify the Council in writing within 20 Business Days if it accepts ("Acceptance Letter") or rejects ("Rejection Letter") the Cost Report.
- (D) The Developer must pay the Major Repair Contributions to the Council within 30 Business Days of the date of the Acceptance Letter.
- (E) Any Rejection Letter is to:
 - (I) state the reasons why the Cost Report is not accepted; and
 - (II) attach a cost report prepared by an alternative quantity surveyor.
- (F) Within 10 Business Days of receiving a Rejection Letter, the Parties are to meet with a view to agreeing on the Major Repair Contributions.
- (G) If the Parties agree on the Major Repair Contributions after meeting under clause (F) of this clause, the Parties are to document that Agreement by the Host Council(s) sending a letter to the Developer. The Developer must pay the Major Repair Contributions to the Host Council(s) within 30 Business Days of receiving that letter from the Host Council(s).
- (H) If the Parties cannot agree on the Road Upgrade Contributions after meeting under clause (E) of this clause, the Parties agree to resolve the matter through the dispute resolution process under clause 9 of this Agreement.
- (vi) The Community Enhancement Contributions, the Road Maintenance Contributions and the Project Facilitation Contributions are all subject to CPI. The three different contributions shall be indexed according to the CPI at the time of payments after the initial payment.
- (vii) The Developer agrees to pay interest to the Host Councils 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).
- (viii) The Host Councils are to consult with the Developer in respect of the allocation of the Development Contributions.
- (ix) The Host Councils agree to publicly acknowledge the Developer, by way of published media release or social media, as having contributed towards road or intersection upgrades or funds granted as a result of the Development Contributions.
- (x) The Host Councils agree to provide an annual report to the Developer which specifies how the Development Contributions have been allocated. The report is to include a dedicated section outlining the expenditure of the Road Maintenance Contributions.

- (xi) If the Host Councils establish an external panel for the allocation of the Community Enhancement Contributions the Host Councils agree to invite the Developer to be a member on that panel.
- (xii) The Host Councils agree to invite the Developer to attend and speak at any function for the opening of any road or intersection as a result of the Road and Intersection Upgrades or the opening or commencement of any projects provided with significant funds by the Community Enhancement Contributions.

6. Indexation of Community Enhancement Contribution

Where this Agreement provides that an amount is to be increased by CPI, then the amount will be increased in accordance the following formula:

$$A = B \times C/D$$

Where:

A = the indexed amount at the time the payment is to be made.

B = the contribution amount or rate stated in the Agreement.

C = the CPI most recently published before the date of payment.

D = the CPI most recently published before the date of the Final Investment Decision

7. Application of sections 94, 94A and 94EF of the Act

Sections 94, 94A and 94EF of the Act apply to the Development. However, the Parties recognise that the contributions made as part of this deed are made in anticipation that it is unlikely additional contributions will be imposed under these sections.

8. Registration of this Agreement

8.1 Registration of this Agreement

- (a) The Developer must at its expense, procure the registration of this Agreement on the relevant folios of the Register held by the LPMA pertaining to the Land that it owns as specified in Schedule 3 in accordance with section 93H of the Act as soon as reasonably practicable after the Agreement comes into operation and by no later than 40 Business Days after that date.

8.2 Release and discharge of this Agreement

- (a) The Host Councils agree to:
- (b) provide a release and discharge of this Agreement with respect to the Land or any lot on the Host Council's satisfaction of the completion of the Developer's obligations under this Agreement; and
- (c) do all things necessary, including the execution of any documents, to enable the Developer to remove the notation of this Agreement on the relevant folios of the Register held by the LPMA.

9. Dispute Resolution

9.1 No arbitration or court proceedings

If a dispute arises out of this Agreement (**Dispute**), a Party must comply with this clause 9 before starting arbitration or court proceedings (except proceedings for interlocutory or other urgent relief).

9.2 Notification

A Party claiming a Dispute has arisen must give the other Party to the Dispute notice setting out details of the Dispute.

9.3 Parties to resolve Dispute

During the 14 days after a notice is given under clause 9.2 (or longer period if the Parties to the Dispute agree in writing), each Party to the Dispute must use its reasonable efforts to resolve the Dispute. If the Parties cannot resolve the Dispute within that period, they must refer the Dispute to a mediator if one of them requests.

9.4 Mediation

- (a) If the Parties do not agree within 14 days of receipt of notice under clause 9.3 (or any further period agreed in writing by them), the Parties must mediate the dispute in good faith and in the spirit of co-operation in accordance with the Mediation Rules of the Law Society of New South Wales.
- (b) If the Parties do not agree on a mediator a party may at any time request the President of the Planning Institute (NSW Division) or the President of the NSW Law Society, whichever is the most appropriate, to select the mediator and determine the mediator's remuneration, which cost must be borne by the Parties equally.

9.5 Confidentiality

Any information or documents disclosed by a Party under this clause 9:

- (a) must be kept confidential; and
- (b) may only be used to attempt to resolve the Dispute.

9.6 Costs

Each Party to a Dispute must pay its own costs of complying with this clause 9. The Parties to the Dispute must equally pay the costs of any mediator.

9.7 Termination of process

- (a) A Party to a Dispute may terminate the dispute resolution process by giving notice to each other after it has complied with clauses 9.1 to 9.3.
- (b) Clauses 9.5 and 9.6 survive termination of the dispute resolution process.

9.8 Breach of this clause

If a Party to a Dispute breaches this clause 9, the other Party to the Dispute does not have to comply with those clauses in relation to the Dispute.

10. Enforcement

- (a) Without limiting any other remedies available to the Parties, this Agreement may be enforced by any Party in any Court of competent jurisdiction, subject to clause 9.
- (b) Nothing in this Agreement prevents:
 - (i) a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates; and
 - (ii) a Council from exercising any function under the Act or any other Act or Law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.

11. Termination

- (a) This Agreement will terminate:
 - (i) on the declaration by a court of competent jurisdiction that the Development Consent for the Development on the Land is invalid; or
 - (ii) at the end of the Term.
- (b) In the event of termination of this Agreement, any funds that have been paid by the Developer as Development Contributions prior to termination:
 - (i) can continue to be expended in accordance with the terms of this Agreement; and
 - (ii) are not refundable by the Council to the Developer.

12. Review of this Agreement

- (a) During the life of this Agreement, the Parties agree to promptly review and possibly amend or replace the Agreement if:
 - (i) Any further Modification to the Development, in accordance with section 4.55(2) of the *Environmental Planning and Assessment Act 1979* (NSW) is approved.
 - (ii) A Change in Control occurs;
 - (iii) The Development is placed in care and maintenance mode.
- (b) In the event that clause 12(a) is triggered and both Parties are unable to agree to amend or replace the Agreement, the Agreement shall remain in force.
- (c) No modification or review of this Agreement will be of any force or effect unless it is in writing and signed by the Parties to this Agreement.
- (d) Regardless, during the twentieth year after the Final Investment Decision, the Parties agree to negotiate a replacement for, or an extension of, this Agreement as determined by circumstances at the time. Until such time as a new Agreement is struck, this current Agreement shall remain in force.

13. No fetter

13.1 Discretion

This Agreement is not intended to operate to fetter, in any manner, the exercise of any statutory power or discretion of the Host Councils, including but not limited to any statutory power or discretion of the Host Councils relating to the assessment and determination of any Development Application for the Development (all referred to in this Agreement as a **Discretion**).

13.2 No fetter

No provision of this Agreement is intended to constitute any fetter on the exercise of any Discretion. If, contrary to the operation of this clause, any provision of this Agreement is held by a court of competent jurisdiction to constitute a fetter on any Discretion, the Parties agree:

- (a) they will take all practical steps, including the execution of any further documents to ensure the objective of this clause is substantially satisfied;
- (b) in the event that clause 13.2(a) cannot be achieved without giving rise to a fetter on the exercise of a Discretion, the relevant provision is to be severed and the remainder of this Agreement has full force and effect; and

- (c) to endeavour to satisfy the common objectives of the Parties in relation to the provision of this Agreement, which is to be held to be a fetter to the extent that is possible, having regard to the relevant court judgment.

14. Notices

14.1 Notices

Subject to clause 14.2, any notice given under or in connection with this Agreement (**Notice**):

- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must be addressed as follows and delivered to the intended recipient by hand, by prepaid post or by fax at the address or fax number below, or at the address or fax number last notified by the intended recipient to the sender after the date of this Agreement:
 - (i) Forbes Shire Council
PO Box 333, Forbes NSW 2871
Facsimile: (02) 6850 2399
Attention: The General Manager
 - (ii) Lachlan Shire Council
PO Box 216, Condobolin NSW 2877
Facsimile: (02) 6895 3478
Attention: The General Manager
 - (iii) Parkes Shire Council
PO Box 337, Parkes NSW 2870
Facsimile: (02) 6862 3946
Attention: The General Manager
 - (iv) Clean TeQ Sunrise Pty Ltd
PO Box 227, Mulgrave VIC 3170
Facsimile: (03) 9706 8344
Attention: Company Secretary
- (c) is taken to be given and made:
 - (i) in the case of hand delivery, when delivered;
 - (ii) in the case of delivery by post, three Business Days after the date of posting (if posted to an address in the same country) or seven Business Days after the date of posting (if posted to an address in another country); and
 - (iii) in the case of a fax, on production of a transmission report by the machine from which the fax was sent that indicates the fax was sent in its entirety to the recipient's fax number; and
- (d) if under clause 14.1(c) a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4pm (local time), it is taken to have been given or made at the start of business on the next Business Day in that place.

14.2 Notices sent by email

- (a) A Party may serve a Notice by email if the Notice:
 - (i) includes a signature block specifying:
 - (A) the name of the person sending the Notice; and

- (B) the sender's position within the relevant party;
- (ii) states in the body of the message or the subject field that it is sent as a Notice under this Agreement;
- (iii) contains an express statement that the person sending the Notice has the authority to serve a Notice under this Agreement;
- (iv) is sent to the email address below or the email address last notified by the intended recipient to the sender:
 - (A) Forbes Shire Council
Attention: The General Manager
Email: forbes@forbes.nsw.gov.au
 - (B) Lachlan Shire Council
Attention: The General Manager
Email: council@lachlan.nsw.gov.au
 - (C) Parkes Shire Council
Attention: The General Manager
Email: council@parkes.nsw.gov.au
 - (D) Clean TeQ Sunrise Pty Ltd
Attention: Company Secretary
Email: admin@cleanteq.com
- (b) The recipient of a Notice served under this clause 14.2 must:
 - (i) promptly acknowledge receipt of the Notice; and
 - (ii) keep an electronic copy of the Notice.
- (c) Failure to comply with clause 14.2(b) does not invalidate service of a Notice under this clause.

14.3 Receipt of Notices sent by email

- (a) A Notice sent under clause 14.2 is taken to be given or made:
 - (i) when the sender receives an email acknowledgement from the recipient's information system showing the Notice has been delivered to the email address stated above;
 - (ii) when the Notice enters an information system controlled by the recipient; or
 - (iii) when the Notice is first opened or read by the recipient,
 whichever occurs first.
- (b) If under clause 14.3(a) a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4pm (local time), it will be taken to have been given or made at the start of business on the next Business Day in that place.

15. GST

15.1 Defined GST terms

In this clause 15, words and expressions which are not defined in this Agreement but which have a defined meaning in the GST Law have the same meaning as in the GST Law.

15.2 GST to be added to amounts payable

If GST is payable on a taxable supply made under, by reference to or in connection with this Agreement, the Party providing the consideration for that Taxable Supply must also pay the GST Amount as additional consideration. This clause does not apply to the extent that the consideration for the Taxable Supply is expressly agreed to be GST inclusive, unless otherwise expressly stated, prices or other sums payable or consideration to be provided under or in accordance with this Agreement are exclusive of GST.

15.3 Tax invoice

If a Party is liable for GST on any payments made under this Agreement, the other Party must issue a tax invoice (or an adjustment note) to the liable party for any GST payable under this Agreement within seven days of a written request. The tax invoice (or adjustment note) must include the particulars required by the GST Law to obtain an input tax credit for that GST.

15.4 GST obligations to survive termination

This clause 15 will continue to apply after expiration of termination of this Agreement.

16. General

16.1 Relationship between Parties

(a) Nothing in this Agreement:

- (i) constitutes a partnership between the Parties; or
- (ii) except as expressly provided, makes a Party an agent of another Party for any purpose.

(b) A Party cannot in any way or for any purpose:

- (i) bind another Party; or
- (ii) contract in the name of another Party.

(c) If a Party must fulfil an obligation and that Party is dependent on another Party, then that other Party must do each thing reasonably within its power to assist the other in the performance of that obligation.

16.2 Time for doing acts

- (a) If the time for doing any act or thing required to be done or a notice period specified in this Agreement expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.
- (b) If any act or thing required to be done is done after 5pm on the specified day, it is taken to have been done on the following Business Day.

16.3 Further assurances

Each Party must promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements recorded in this Agreement.

16.4 Variation

A provision of this Agreement can only be varied by a later written document executed by or on behalf of all Parties.

16.5 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

16.6 Entire Agreement

The contents of this Agreement constitute the entire Agreement between the Parties and supersede any prior negotiations, representations, understandings or arrangements made between the Parties regarding the subject matter of this Agreement, whether orally or in writing.

16.7 Invalidity

- (a) A word or provision must be read down if:
 - (i) this Agreement is void, voidable, or unenforceable if it is not read down;
 - (ii) this Agreement will not be void, voidable or unenforceable if it is read down; and
 - (iii) the provision is capable of being read down.
- (b) A word or provision must be severed if:
 - (i) despite the operation of clause 16.7(a), the provision is void, voidable or unenforceable if it is not severed; and
 - (ii) this Agreement will be void, voidable or unenforceable if it is not severed.
- (c) The remainder of this Agreement has full effect even if clause 16.7(b)(i) or 16.7(b)(ii) applies.

16.8 Waiver

A right or remedy created by this Agreement cannot be waived except in writing signed by the Party entitled to that right. Delay by a Party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a Party of a right operate as a subsequent waiver of the same right or of any other right of that Party.

16.9 Governing law and jurisdiction

- (a) The Laws applicable in New South Wales govern this Agreement.
- (b) The Parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

Schedule 1 – Section 93F Requirements

Provision of the Act	This Agreement
Under section 93F(1), the Developer has:	
(a) sought a change to an environmental planning instrument.	(a) No
(b) made, or proposes to make, a development application.	(b) Yes
(c) entered into an Agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.	(c) No
Description of the land to which this document applies- (Section 93F(3)(a))	The land described in Schedule 2.
Description of the development to which this document applies- (Section 93F(3)(b))	See definition of Development.
The scope, timing and manner of delivery of Development Contributions required by this document - (Section 93F(3)(c))	See clause 5 of this Agreement.
Applicability of Sections 94, 94A and 94EF of the Act - (Section 93F(3)(d))	This Agreement does not exclude the operation of section 94 of the Act.
Mechanism for Dispute resolution - (Section 93F(3)(f))	See clause 9 of this Agreement.
Enforcement of this document - (Section 93F(3)(g))	See clause 10 of this Agreement.
Registration of this document (Section 93H)	See clause 8 of this Agreement.
No obligation to grant consent or exercise functions - (Section 93F(9))	See clause 13 of this Agreement.

Schedule 2– Land to Which this Agreement Applies

APPENDIX 1

SCHEDULE OF LAND

<i>Site</i>	<i>Land Description</i>
Mine	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 DP 754021 Lot 7001 DP 1028245 Lots 7301 and 7302 DP 1148734 Lot 7303 DP 1148889 Lot 1 DP 652705
Fifield Bypass Road	Lots 8 and 28 DP 752111 Crown Road
Limestone quarry	Lots 11, 12 and 24 DP 752089 Lot 352 DP 629402 Lot 281 DP 610057
Rail siding	Part Lot 39 DP 752117
Gas pipeline	Lots 10 and 17 DP 752086 Lots 4, 5, 27 and 28 DP 752087 Lots 1 and 2 DP 580284
Borefields/water pipeline	Lot 6 DP 598735 Lots 24 and 103 DP 752106
Accommodation camp	Lot 17 DP 752086

And all Crown road reserves, crown land, road reserves, main roads, rail corridors, and travelling stock routes within the development application area, as modified.

Schedule 3 – Land Owned by the Developer

Site	Lot	Deposited Plan
Mine	Lots 6,7,8,9,10	DP 754021
Limestone Quarry	Lot 281	DP 610057
	Lot 24	DP 752089
	Lot 352	DP 629402
Sunrise	Lot 17	DP 752086

Schedule 4– Explanatory Note

Clean TeQ Sunrise Pty Ltd

and

Lachlan Shire Council, Parkes Shire Council and Forbes Shire Council

Introduction

The purpose of this explanatory note is to provide a plain English summary to support the notification of the proposed planning Agreement (**Planning Agreement**) prepared under Subdivision 2 of Division 6 of Part 4 of the *Environmental Planning and Assessment Act 1979* (NSW) (**Act**). For the avoidance of doubt, this Explanatory Note does not form part of the Planning Agreement and does not bind any of the Parties.

This explanatory note has been prepared jointly by the Parties as required by clause 25E of the *Environmental Planning and Assessment Regulation 2000* (NSW). It will be exhibited with a copy of the Agreement when the Agreement is made available for inspection by the public in accordance with the Act, as specified by clause 25E of the Regulation.

Parties to the Planning Agreement

The Parties to the Planning Agreement are Forbes Shire Council (**FSC**), Lachlan Shire Council (**LSC**), Parkes Shire Council (**PSC**), (together, **Host Councils**) and Clean TeQ Sunrise Pty Ltd (**Developer**).

The Developer has made an offer to enter into the Planning Agreement in connection with a State Significant Development Application (DA 374-11-00) for the development of the CleanTeQ Sunrise Mine Project (**Development Application**).

Description of the Subject Land

The Planning Agreement applies to the land set out in Schedule 2 of the Planning Agreement (**Subject Land**).

Description of the Development Application (Proposed Development)

The CleanTeQ Sunrise Mine Project is a Nickel, Cobalt and Scandium mine and comprises:

- (a) a mine, including a mine processing facility;
- (b) mining operations, including the removal of overburden and extraction, processing, handling, storage and transportation of ore;
- (c) an accommodation camp;
- (d) a limestone quarry, including limestone processing facility;
- (e) quarrying operations, including the extraction, processing, stockpiling, and transportation of limestone product and the associated removal of vegetation, topsoil and overburden;
- (f) a rail siding;
- (g) water bore fields;
- (h) a water pipeline; and
- (i) a gas pipeline.

Summary of Objectives, Nature and Effect of the Planning Agreement

The Planning Agreement provides that the Developer will make the following development contributions to the LSC, PSC and FSC:

- (a) Payment of annual **Community Enhancement Contributions** of \$400,000 (total) plus CPI. Unless otherwise determined jointly by LSC, FSC and PSC, the Community Enhancement Contributions shall be allocated 50 per cent to LSC, with 25 per cent each to PSC and FSC. The first payment shall be made within 21 days after signing of the Agreement. All future payments shall be made when the Final Investment Decision is taken to proceed with the Development, with payments resuming within 21 days of that decision and continuing annually until operations cease. These funds will be managed and allocated by the Councils to best provide environmental, social and economic benefits to the local communities impacted by the Development.
- (b) Payment of annual **Road Maintenance Contributions** totalling \$340,000 plus CPI as follows:
 - (i) Lachlan Shire Council: \$168,000
 - (ii) Parkes Shire Council: \$152,000
 - (iii) Forbes Shire Council: \$20,000

These funds will be invested in the maintenance of roads impacted by the Development. These payments will first be made within 21 days of the Final Investment Decision to proceed with the Development and then paid annually on the same date as the Final Investment Decision until Mining Operations cease.

- (c) Payment of an annual **Project Facilitation Contributions** of \$90,000 (total) plus CPI, shared equally by the Host Councils, within twenty-one days of the Final Investment Decision and ceasing two years after Construction Commencement. Project Facilitation Contributions are to be used for administrative and management costs incurred by the Councils to expeditiously resolve any issues that may arise during the construction and commissioning phases of the Project.
- (d) Payment of **Major Repair Contributions** on the Project's transport routes on an as-needs basis during the life of the Mine but limited to a maximum of five (5) kilometres of construction in any year, unless mutually agreed between the Parties. These contributions are to be mutually agreed by the Parties and are to address exceptional failure of or damage to roads and does not substitute for the nominated Road Maintenance Contributions listed above.

The Developer is required to register the Planning Agreement on the title to the Subject Land which it owns in accordance with section 93H of the Act.

The objective of the Planning Agreement is to facilitate the delivery of the development contributions to the Councils.

Assessment of Merits of Planning Agreement

Purpose of the Planning Agreement

In accordance with section 93F, the development contributions the subject of the Planning Agreement will be applied to a public purpose(s) that will ensure the provision of a public benefits.

The Councils and the Developer have assessed the Planning Agreement and hold the view that the provisions of the Planning Agreement provide a reasonable means of achieving a public purpose(s).

This is because the development contributions that are the subject of the Planning Agreement reflect there are broad tangible and intangible environmental, social and economic costs arising from the Development

and the said contributions will assist the Councils to provide needed material public benefits to its communities, as well as addressing broader community social impacts.

How the Planning Agreement Promotes the Elements of each Council's Charter

The Planning Agreement promotes a number of elements of each Council's Charter under section 8 of the *Local Government Act 1993* (NSW). In particular, the Planning Agreement, through the delivery of a public purpose(s) and material public benefit(s), allows the Councils to:

- provide directly or on behalf of other levels of government, after due consultation, adequate, equitable and appropriate services and facilities for the community and to ensure that those services and facilities are managed efficiently and effectively;
- exercise community leadership;
- bear in mind that it is the custodian and trustee of public assets and to effectively plan for, account for and manage the assets for which it is responsible; and
- keep the local community and the State government (and through it, the wider community) informed about its activities.

The Impact of the Planning Agreement on the Public or any Section of the Public

The Planning Agreement will benefit the public and local communities through the delivery of a public purpose(s) and material public benefit(s).

How the Planning Agreement Promotes the Public Interest

The Planning Agreement promotes the public interest by committing the Developer to make monetary contributions towards a public purpose(s).

How the Planning Agreement Promotes the Objects of the Act

Relevant Objects of the Act supported and promoted by this Planning Agreement include:

- to promote the social and economic welfare of the community and a better environment by the proper management, development and conservation of the State's natural and other resources; and
- to promote the orderly and economic use and development of land.

The Planning Agreement promotes these objects of the Act by requiring the Developer to make monetary contributions towards public purposes.

Requirements in relation to Construction, Occupation and Subdivision Certificates

Clause 5 of the Planning Agreement sets out the timing for the payment of the development contributions.

The Planning Agreement does not require the payment of any monetary contributions and does not specify any requirements that must be complied with prior to the issue of any Subdivision Certificate, Construction Certificate or Occupation Certificate.

Interpretation of Planning Agreement

This Explanatory Note is not intended to be used to assist in construing the Planning Agreement.

Schedule 5 – Roads Subject to Road Maintenance

Parkes Shire Council

- Middle Trundle Road [SR83] (between Henry Parkes Way [MR61] and The Bogan Way [MR350]);
- The Bogan Way [MR350] (between Henry Parkes Way [MR61] and Fifield Trundle Road [SR171]);
- Fifield Trundle Road [SR171] (between The Bogan Way [MR350] and the Parkes Shire boundary);
- Fifield Road [MR 57] (between the Parkes Shire Boundary and The Bogan Way [MR350]);
- The Bogan Way [MR350] (between Fifield Road [MR57] and The McGrane Way [MR354]); and
- The McGrane Way [MR354] (between The Bogan Way [MR350] and the Parkes Shire Boundary).
- Scotson Lane between the rail siding access road and The Bogan Way [MR350].

Lachlan Shire Council

- Fifield Road [MR57] (between Henry Parkes Way [MR61] and Slee St [in Fifield Village] and between Slee St [in Fifield Village] and Red Heart Road [SR41]);
- Platina Road [SR64] (between the Lachlan Shire Boundary and Fifield Road [MR57]);
- Slee St [in Fifield Village] (between Fifield Road [MR57] and Wilmatha Road [SR34]);
- Wilmatha Road [SR34] (between Slee St [in Fifield Village] and Mine Access Road); and
- Fifield Road [MR57] (between Red Heart Road [SR41] and the Lachlan Shire Boundary).

Forbes Shire Council

- North Condobolin Road (between the bore fields and Ootha-Mulguthrie Road)
- Ootha-Mulguthrie Road (between North Condobolin Road and Henry Parkes Way [MR61])
- Ootha- Ringwood Road (between Henry Parkes Way [MR61] and Burkes Road)
- Burkes Road (between Ootha- Ringwood Road and Ootha North Road)
- Ootha North Road (between Burkes Road and the Forbes Shire Boundary)

Schedule 6 – Road and Intersection Upgrades

Road Upgrades

Prior to the Commissioning of the Development, the Developer shall pay for and be responsible for the following upgrades:

- road pavement (8.0 m sealed pavement and 1.0 m gravel shoulders); and
- all private access roads (3.5 m sealed private access road approach and 3.0 m gravel shoulders along road 30 m either side of all private access roads).

to the following roads:

- Platina Road [SR64] (between the Lachlan Shire boundary and Fifield Road [MR57]);
- Fifield Road [MR57] (between Platina Road [SR64] and Slee St [in Fifield Village]); and
- Wilmatha Road [SR34] (between Slee St [in Fifield Village] and the mine and processing facility access road).
- Fifield Trundle Road [SR171] (between The Bogan Way [MR350] and the Parkes Shire boundary)

Prior to the commissioning of the proposed Clean TeQ Sunrise Accommodation Camp, the Developer shall pay for and require the completion of the upgrade of Sunrise Lane (between the Sunrise Accommodation Camp access road and Wilmatha Road [SR34]) to the following:

- all weather unsealed surface for an operating speed standard of 80 km/h; and
- carriageway width of 9 m (equivalent to two 3.5 m lanes and two 1.0 m wide shoulders).

The Developer shall prepare a road construction programme detailing the work specifications, timing and scheduling of road upgrades required. The programme shall be prepared by the Developer in consultation with the relevant Councils, prior to commencement of construction of the Development. The road upgrades shall be undertaken in accordance with the approved programme. The road upgrades may be undertaken by a Host Council or an alternative appropriately qualified contractor.

The Parties agree the road upgrading works are to commence promptly following the Final Investment Decision, or earlier at the sole discretion of the Developer, and completed prior to Commissioning of the Development.

Intersection Upgrades

Prior to the Commissioning of the Development, the Developer shall pay for and be responsible for the following intersection upgrades:

- Platina Road [SR64] /Fifield Road [MR57];
- Fifield Road [MR57] /Slee Street [in Fifield Village];
- Slee Street [in Fifield Village]/Wilmatha Road [SR34]/Fifield Road;
- The Bogan Way [MR350] /Fifield Trundle Road [SR171] and Scotson Lane;
- Henry Parkes Way [MR61] and Middle Trundle Road [SR83];
- Henry Parkes Way [MR61] and The Bogan Way [MR350]; and
- Sunrise Lane/Wilmatha Road [SR34] - remove the transition between the gravel and dirt surfaces while Wilmatha Road remains unsealed, and then seal a minimum of 30 m of Sunrise Lane on the approach to the intersection once Wilmatha Road is sealed.

The Developer shall prepare a road construction programme detailing the work specifications, timing and scheduling of intersection upgrades required. The programme shall be prepared by the Developer in consultation with the relevant Councils, prior to commencement of construction of the Development. The intersection upgrades shall be undertaken in accordance with the approved programme. The upgrades may be undertaken by a Host Council or an alternative appropriately qualified contractor.

The Parties agree the intersection upgrading works are to commence promptly following the Final Investment Decision, or earlier at the sole discretion of the Developer, and completed prior to Commissioning of the Development.

Road Safety Audits

Prior to Commissioning of the Development, the Developer shall pay for a road safety audit to determine road upgrade requirements on the following roads (including intersections and rail crossings):

- Henry Parkes Way [MR61] (between Jones Lane [eastern outskirts of Condobolin] and Fifield Road [MR57]);
- Fifield Road [MR57] (between Henry Parkes Way [MR61] and Slee St [in Fifield Village] and between Slee St [in Fifield Village] and Red Heart Road [SR41]);
- Platina Road [SR64] (between the Lachlan Shire Boundary and Fifield Road [MR57]);
- Slee St [in Fifield Village] (between Fifield Road [MR57] and Wilmatha Road [SR34]);
- Wilmatha Road [SR34] (between Slee St [in Fifield Village] and Mine Access Road); and
- Fifield Road [MR57] (between Red Heart Road [SR41] and the Lachlan Shire Boundary);
- Henry Parkes Way [MR61] (between Westlime Road [western outskirts of Parkes] and The Bogan Way [MR350]);
- Middle Trundle Road [SR83] (between Henry Parkes Way [MR61] and The Bogan Way [MR350]);
- The Bogan Way [MR350] (between Henry Parkes Way [MR61] and Fifield Trundle Road [SR171]);
- Fifield Road [MR 57] (between the Parkes Shire Boundary and The Bogan Way [MR350]);
- The Bogan Way [MR350] (between Fifield Road [MR57] and The McGrane Way [MR354]);
- Fifield Trundle Road [SR171] (between The Bogan Way [MR350] and the Parkes Shire boundary); and
- The McGrane Way [MR354] (between The Bogan Way [MR350] and the Parkes Shire Boundary).

Prior to the Commissioning of the Development, the Developer shall reach an agreement with the relevant Councils on funding and the timing of works as to any additional, specific, road safety matters relevant to the Project as deemed necessary by a road safety audit which shall be commissioned by the Developer promptly following the Final Investment Decision.

Signing pages

EXECUTED as a Deed.

SIGNED, SEALED AND DELIVERED by
Clean TeQ Sunrise Pty Ltd ABN 21 008 755
155 in accordance with section 127 of the
Corporations Act 2001 (Cth) by

Signature of director

Full name (print)

SAM RIGGALL

Signature of director/company secretary
(Please delete as applicable)

Full name (print)

TIM KINDRED

SIGNED, SEALED AND DELIVERED
by the authorised delegate for Lachlan
Shire Council ABN 82 815 250 829 in
accordance with a resolution of the Council
dated 19/12/18 in the presence of

Signature of witness

Name of witness (print)

R. H. COLLETT



Signature of authorised delegate

SIGNED, SEALED AND DELIVERED
by the authorised delegate for **Parkes Shire
Council** ABN 96 299 629 630 in accordance
with a resolution of the Council dated

18/12/2018 in the presence of

KENT BOYD
GENERAL MANAGER

[Signature]

Signature of witness

[Signature]

Signature of authorised delegate

R. H. COLLESS

Name of witness (print)

SIGNED, SEALED AND DELIVERED
by the authorised delegate for **Forbes Shire
Council** ABN 86 023 614 567 in accordance
with a resolution of the Council dated

15/11/2018 in the presence of

[Signature]
Greg



[Signature]

Signature of witness

[Signature]

Signature of authorised delegate

R. H. COLLESS

Name of witness (print)