

Appendix B

Land Tenure and Land Access Agreement



Government of **Western Australia**
Department of **Mines, Industry Regulation and Safety**

Our ref: M70/1292
Enquiries Carmel Smart
[REDACTED]
[REDACTED]

Simcoa Operations Pty Ltd
C/-Helen Symes Tenement Consulting Pty Ltd
PO Box 128
DIANELLA WA 6059

Dear Helen,

INCLUSION OF PRIVATE PROPERTY INTO THE GRANT OF MINING LEASE 70/1292

I refer to your request lodged on 18 November 2021 and advise that on 9 February 2022 grant of the above lease was amended to include the following parcels of land to a depth of 30 metres from the natural surface;

- Lot 1 on Diagram 12182
- Lot 2 on Diagram 6926
- Lot 239 on Deposited Plan 228014
- Lot M573 on Plan 3006
- Lot 3130 on Deposited Plan 228382
- Lot 2484 on Deposited Plan 152945

Yours sincerely

Carmel Smart

RESOURCE TENURE DIVISION

16 February 2022

DUPLICATE

MINING LEASE No. 70/191

COPY

The Minister a corporation sole established by the Mining Act 1978 in consideration of the rents hereinafter reserved and of the covenants on the part of the Lessee described in the First Schedule to this lease and of the conditions hereinafter contained and pursuant to the Mining Act 1978 hereby leases to the Lessee the land more particularly delineated and described in the Second Schedule to this lease subject however to the exceptions and reservations if any set out in the Third Schedule to this lease and to any other exceptions and reservations which are by the Mining Act 1978 and by any Act for the time being in force deemed to be contained herein to hold to the Lessee in the shares set out in the First Schedule to this lease for a term of twenty-one years commencing on the date set out in the Fourth Schedule to this lease upon and subject to such of the provisions of the Mining Act 1978 as are applicable to mining leases granted thereunder and to the covenants and conditions hereinafter contained or implied herein the Lessee paying therefor the rents and royalties for the time being and from time to time respectively prescribed pursuant to the provisions of the Mining Act 1978 at the times and in the manner so prescribed.

AND it is hereby agreed and declared that unless the Lessee shall at all times duly and punctually perform and observe the covenants and conditions hereinafter contained or implied herein this lease shall be liable to forfeiture and may be forfeited by the Minister pursuant to the powers in that behalf conferred by the Mining Act 1978 provided that the Minister may as he thinks fit impose on the Lessee a penalty not exceeding \$1 000 as an alternative to forfeiture of this lease. The covenants and conditions hereinbefore referred to are that the Lessee shall—

1. pay the rents and royalties due under this lease at the prescribed time and in the prescribed manner
2. use the land in respect of which this lease is granted only for mining purposes in accordance with the Mining Act 1978
3. comply with the prescribed expenditure conditions applicable to such land unless partial or total exemption therefrom is granted in such manner as is prescribed
4. not assign, underlet or part with possession of such land or any part thereof without the prior written consent of the Minister, or of an officer of the Department acting with the authority of the Minister
5. lodge with the Department at Perth such periodical reports and returns as may be prescribed
6. promptly report in writing to the Minister details of all minerals of economic significance discovered in, on or under the land the subject of this lease
7. duly and punctually observe and perform all other provisions of the Mining Act 1978 and of any other Act for the time being in force applicable or relating to the Lessee or this lease or the land the subject of this lease
8. if any mineral is specified in the Fifth Schedule to this lease, be authorised by this lease to mine on or under or both and remove from the land the subject of this lease only the mineral so specified
9. duly and punctually perform and observe the further conditions or stipulations if any set out in the Sixth Schedule to this lease as well as any condition which may hereafter be imposed by the Minister pursuant to Section 84 of the Mining Act 1978
10. cause all holes, pits, trenches and other disturbances to the surface of the land and subject of this lease made whilst mining and which in the opinion of the State Mining Engineer are likely to endanger the safety of any person or animal to be filled in or otherwise made safe to the satisfaction of the State Mining Engineer.

In this lease; "Lessee" includes the executors administrators and permitted assigns of the Lessee or if the Lessee be more than one the respective executors administrators and permitted assigns of each Lessee or in the case of a Lessee which is a corporation the successors and permitted assigns of that Lessee.

If the Lessee be more than one the liability of the Lessee hereunder shall be joint and several.

Reference to an Act includes all amendments to that Act and to any Act passed in substitution therefor or in lieu thereof and to the regulations and by laws for the time being in force thereunder.

FIRST SCHEDULE

(The name address and description of the Lessee and the shares in which the lease is held.)

BARRACK SILICON PTY LTD
262 ST GEORGES TERRACE
PERTH WA 6000

96 (96/96THS) SHARES

SECOND SCHEDULE

(Description of Land:)

Locality: DALAROO

Mineral Field: SOUTH WEST

Area, etc.: 219.50 HECTARES
and

Being the land delineated on Survey Diagram No. OP 1656
recorded in the Department of Mines, Perth.

THIRD SCHEDULE

All petroleum as defined in the Petroleum Act 1967 on or below the surface of the land the subject of this lease is reserved to the Crown in right of the State of Western Australia with the right of the Crown in right of the State of Western Australia and any person lawfully claiming thereunder or otherwise authorised to do so to have access to the land the subject of this lease for the purpose of searching for and for the operations of obtaining petroleum (as so defined) in any part of the land.

FOURTH SCHEDULE

Date of Commencement of the lease. 5TH SEPTEMBER 1984

FIFTH SCHEDULE

If applicable minerals to be specified.

SIXTH SCHEDULE

Any further endorsements/conditions or stipulations.

1. See Schedule of Conditions
2. See Schedule of Encumbrances

NOTE

In addition to any specific conditions that are endorsed on this instrument, the holder in exercising the rights granted herein must first ensure that the necessary consents and permission have been obtained and compensation has been agreed to or determined in respect to certain Crown Land, Public Reserves, etc., private land and where the lawful rights of other land users is concerned.

IN witness whereof the Minister has affixed his
seal and set his hand hereto
this 12th day of APRIL 1988


MINISTER

SCHEDULE OF CONDITIONS - MINING LEASE 70/191

1. Survey
2. Compliance with the provisions of the Aboriginal Heritage Act, 1972 to ensure that no action is taken which is likely to interfere with or damage any Aboriginal Site.
3. Exploration:
Unless otherwise directed by the Regional Mining Engineer:
 - (a) Topsoil being removed and stockpiled for replacement prior to the excavation of costeans, trenches or pits.
 - (b) All excavations being progressively refilled as sampling proceeds; and the topsoil returned as soon as possible.
 - (c) All excavations and surface disturbances made by the tenement holder being refilled and the ground rehabilitated to the satisfaction of the property owner.

Mining:

No developmental or productive mining being commenced until the tenement holder has the written consent of the property owner.

The terms and conditions expressed in a certain agreement dated 12 March 1980 and a variation to the agreement dated 16 December 1983 between the applicant and the owner of Melbourne Location 909 Lot M573.

Conditions of grant were varied by approval of the Hon. Minister on 1 November 1984 and the amended conditions are set out below.

1. Survey
2. Compliance with the provisions of the Aboriginal Heritage Act, 1972 to ensure that no action is taken which is likely to interfere with or damage any Aboriginal Site.

TRANSFER 2286H/878 of 96(96/96ths) shares from Agnew
Clough Ltd to BARRACK SILICON PTY LTD registered 12.45 pm
on 3 November 1987.

MORTGAGE 49H/889 in favour of Chase AMP Bank Ltd registered
2.50 pm on 21 December 1988.

MORTGAGE 50H/889 in favour of Wardley Australia Leasing
(Victoria) Pty Ltd registered 2.51 pm on 21 December 1988.

DISCHARGED BY WITHDRAWAL 1996H/901 REGISTERED 11.15AM ON 1 MAY 1991

RE: MORTGAGE 49H/889:

TRANSFER 1120H/956 OF THE FULL BENEFIT OF MORTGAGE 49H/889 TO
DEUTSCHE BANK A G REGISTERED 9.30AM ON 24 NOVEMBER 1995.

TRANSFER 2020H/956 OF THE FULL BENEFIT OF MORTGAGE 49H/889 TO
D B AUSTRALIA LTD REGISTERED 11.30AM ON 18 APRIL 1996.

DISCHARGED BY WITHDRAWAL 1358H/956 REGISTERED 11.30AM ON
18 APRIL 1996

TERM RENEWED TO 4 SEPTEMBER 2026

THIS LEASE INSTRUMENT ISSUED IN LIEU OF DUPLICATE DECLARED LOST
REGISTERED 2.30PM ON 28 JUNE 2005.

Access, Exploration and Mining Compensation Agreement made

the 26 day of May 2017

Between

Simcoa Operations Pty Ltd ACN 009 064 653 of 973 Marriott Road, Wellesley, Western Australia 6233 (**Simcoa**);

Arthur Rohan Tonkin of PO Box 23, Coomberdale Western Australia (**ART**);

Rhonda Joan Tonkin also of PO Box 23, Coomberdale Western Australia (**RJT**); and

Brad Tonkin also of PO Box 23, Coomberdale Western Australia (together with ART and RJT, **Owners**).

Recitals

Simcoa conducts exploration, mining, processing and related activities for silicon bearing minerals commonly known as chert, quartzite and silica (**Quartz**) on titles granted to it pursuant to the Mining Act (WA) 1978 near Moora in Western Australia (**Moora Mine**).

The Owners are the sole registered owners as joint tenants and occupiers of all of the land comprised in Certificate of Title Volume 1079 Folio 31 and being the following land:

- (a) That part of Lot 3130 on Deposited Plan 22832 as shown on the sketch of superseded paper version of Certificate of Title Volume 1079 Folio 31.
- (b) Lot 1 on Diagram 12182.
- (c) Lot 2484 on Deposited Plan 152945.
- (d) Lots M540 and M541 on Plan 3004.
- (e) Lot 239 on Deposited Plan 228014.

(Land).

Simcoa wishes to access the Land, and to conduct exploration, mining, processing and related activities, pursuant to Mining lease M70/1292 and any extensions, variations, consolidation or amendments thereto (**Mining Lease**) it holds and any other tenement, title or other right under the Mining Act 1978 (WA) (**Mining Tenement**) it may hold or in the future may apply for or hold over the Land or any other land in the area for the purposes of its activities in respect of the Moora Mine.

This Agreement sets out the terms agreed between the parties on which Simcoa can access the Land, and conduct exploration, mining (both on and beneath the surface of the Land), processing and related activities for Quartz (**Activities**), including all necessary consents required of, and the amount, mode and nature of compensation payable to, the Owners as the owners and occupiers of the Land in respect of such Activities. This Agreement supersedes and replaces all prior agreements relating to the subject matter hereof and, save for clause 19, the rights and obligations of each of the parties under this Agreement terminate on the expiry date of the Mining Lease by effluxion of time, surrender, termination or otherwise.

The parties agree as follows:

1. Simcoa's obligations

In the course of accessing the Land, and conducting exploration, mining, processing and related activities on the Land, Simcoa must conduct itself as a good corporate citizen in its dealings with the Owners and, in particular, Simcoa must:

- 1.1 not hinder or impede the Owners in the exercise of the Owners' rights to use and enjoy those parts of the Land which are not required for its Activities;
- 1.2 try to minimise the area of Land used and any damage and disruption to the Owners through its Activities;
- 1.3 leave gates as found and take reasonable precautions to avoid fire and erosion;
- 1.4 notify the Owners before entering the Land or undertaking any Activities on the Land;
- 1.5 comply with all applicable laws and statutory requirements relating to its Activities, including those relating to environmental protection and rehabilitation of the Land;
- 1.6 consider and take into account where practicable any input from the Owners when developing plans for its Activities;
- 1.7 take responsibility for the cost of any fencing and gates that may be required as part of any Activity;
- 1.8 not negatively affect the supply or quality of water on the Land, or restrict the Owners' access to such water;
- 1.9 adhere to the Environmental Protection (Noise) Regulations for air blast noise levels;
- 1.10 construct an alternative access route away from the farm houses, and not use the farm and house access road for heavy or mining vehicle movements; and
- 1.11 pay to the Owners, jointly, compensation calculated and payable in accordance with Clauses 2 and 3 for all loss and damage suffered or likely to be suffered by the Owners resulting or arising from any exploration or mining conducted by Simcoa pursuant to the Mining Lease whether on or beneath the surface of the Land.

2. Compensation

The compensation payable by Simcoa to the Owners contemplated by Clause 1.11 shall be calculated as follows:

2.1 Exploration

Exploration on any part of the Land that (1) is under cultivation at the time such exploration is conducted; or (2) is, and for not less than 100 days before the time such exploration is conducted, being grazed:

- (a) For each day (or part day) of exploration on the Land: A\$100/day.
- (b) For each exploration drill hole commenced on the Land:

- (i) Rotary air (percussion): A\$4/hole.
 - (ii) Reverse circulation: A\$10/hole.
 - (c) For each exploration excavation (including trenches, costeans, and sample pits) on the Land, per 10m² (or part) affected at the surface: A\$100/10m².
- 2.2 Access and mining
- (a) For each hectare of land rendered useless for cultivation or unable to be used for grazing or fenced off and inaccessible for normal farming activities due to access or mining, a one off payment of: A\$5000 / Ha.
 - (b) For each tonne of final usable or saleable material removed from the Land after mining and processing: A\$3.00 per tonne. For the avoidance of doubt, mined material waste and crusher waste moved to waste piles on the Mining Lease or elsewhere are not compensable.
 - (c) On the first commencement of ground disturbing Activities, a one off payment of: A\$10,000.
- 2.3 Contribution to Owners' legal costs
- (a) Notwithstanding clause 20, on the date of this Agreement, Simcoa must pay to the Owners the sum of \$1,000 being a contribution to the Owners' costs and expenses incurred in obtaining advice in the course of negotiating and executing this Agreement.

3. Payment and GST

- 3.1 Within 60 days of the completion of a calendar year, Simcoa must pay to the Owners the sum of compensation due in respect of the relevant year as calculated in accordance with Clauses 2.1 and 2.2. Payment to one of the Owners is a sufficient discharge of Simcoa's obligations to all the Owners.
- 3.2 All amounts referred to in this Agreement other than in this clause are GST exclusive. If a supply under this Agreement is subject to GST:
 - (a) the recipient of the supply must pay, in addition to the other consideration payable or to be provided for the supply an additional amount equal to the GST; and
 - (b) the recipient must pay the additional amount to the supplier at the same time as the other consideration.
- 3.3 Within 30 days of the date of this Agreement, the Owners must advise Simcoa in writing, whether the Owners are registered for GST.
- 3.4 If the Owners are registered for GST, the Owners must issue a Tax Invoice to Simcoa for the purposes of the payment to be made by Simcoa in accordance with subclause 3.1.
- 3.5 If the Owners are not registered for GST, the Owners must nonetheless issue an invoice to Simcoa for compensation payable in accordance with subclause 3.1.
- 3.6 To enable the Owners to issue an invoice or a Tax Invoice, Simcoa must provide to the Owners, any information reasonably required by the Owners to enable the

Owners to prepare an invoice or Tax Invoice for the purpose of payment of the compensation as specified in subclause 3.1

- 3.7 For clarification, GST and Tax Invoice, have the meanings given to them in A New Tax System (Goods and Services) Act 1999 (Cth).
- 3.8 If a notice is given by the Owners, in accordance with clause 3.3 is to the effect that the Owners are not registered for GST, the Owners must, if at a subsequent date the Owners are registered for GST promptly give a notice in writing to Simcoa accordingly and where a notice is given to Simcoa that the Owners are registered for GST, the Owners must thereafter issue a Tax Invoice to Simcoa for compensation payable in accordance with subclause 3.1.

4. Assignment

- 4.1 Simcoa must not assign its rights and interests under this agreement without first delivering to the Owner a deed of assumption by which the assignee adopts and assumes Simcoa's obligations and acknowledgements under this agreement.
- 4.2 If Simcoa does not comply with clause 4, Simcoa indemnifies the Owners and agrees to keep the Owners indemnified from and against all demands, claims, actions, proceedings, suits or prosecutions made or brought by a person, however arising, and whether present, unascertained, immediate, future or contingent (**Claims**) now or hereafter made by any person claiming by or through the Owners or their successors or assigns.

5. Owners' obligations

The Owners hereby:

- 5.1 Grant to Simcoa the right to access the Land for the purposes of conducting all exploration, mining, processing and related Activities for Quartz it wishes to conduct, whether on the Land or on any other land, and whether pursuant to the Mining Lease or any other Mining Tenement held by it.
- 5.2 Consent to Simcoa conducting exploration, mining (both on and beneath the surface of the Land), processing and related Activities on the Land, and severing and removing from the Land Quartz.
6. The Owners must not hinder or impede Simcoa in the exercise of the rights conferred by this Agreement, and any other rights enjoyed by Simcoa, whether pursuant to the Mining Lease or otherwise in relation to the Land.
7. The Owners hereby represent and warrant to Simcoa that as at the date of this Agreement, the Owners have good title to, and are the sole registered owners and occupiers of the Land.
8. The Owners acknowledge that to the extent that the Owners or the owners and occupiers of the Land from time to time are entitled to receive compensation or other payments for or make any Claims in respect of:
- (a) the Activities;
 - (b) any loss and damage suffered or likely to be suffered by the Owners resulting or arising from any Activities;
 - (c) any permanent reduction in value of the Land arising from any Activities;

- (d) any environmental effects that the Activities may have on the Land or things on the Land; and
- (e) any claim pursuant to the Mining Act 1978 (WA), the Environmental Protection Act 1986 (WA) (**Environmental Protection Act**) or any areas of claim pursuant to any other legislation, or pursuant to the general law, which arises in connection with or relates to the carrying on of Activities or any environmental effects (whether direct or indirect) that the Activities may have on the Land or things on the Land,

the amounts calculated and payable pursuant Clauses 1.11, 2 and 3 of this Agreement are in full and final satisfaction of any such entitlements and Claims.

9. The Owners, both in their own capacities and on behalf of all future owners and occupiers of the Land at any time (including any successors and permitted assigns of the Owners), hereby release Simcoa from all Claims, whether arising from any of the items described in clause 8 or otherwise howsoever arising.
10. The Owners must not sell, transfer, lease, mortgage, part with possession of any part of the Land or otherwise create any interest in the Land, or assign their rights and interests under this Agreement, without first delivering to Simcoa, as the case may be:
 - 10.1 a deed of assumption by which the purchaser, transferee, lessee or person taking possession of or an interest in the Land adopts and assumes the Owners' obligations and acknowledgements under this Agreement; or
 - 10.2 a deed of assumption by which the assignee adopts and assumes the Owners' obligations and acknowledgements under this agreement..
11. If the Owner does not comply with both clauses 10.1 and 10.2, the Owner indemnifies Simcoa and agrees to keep Simcoa indemnified from and against all Claims now or hereafter made by any person claiming by or through the Owners or their successors or assigns.
12. The Owner hereby:
 - (a) grants to Simcoa a charge over the Land to secure the due performance of the Owners' obligations under this Agreement ; and
 - (b) consents to Simcoa lodging an absolute caveat on the title to the Land, provided Simcoa must, subject to subclause (c), withdraw any such caveat lodged by Simcoa in accordance with subclause (b) (**Simcoa Caveat**) immediately following the expiry of the term of this Agreement.
 - (c) Simcoa must on written request by the Owners withdraw a Simcoa Caveat to enable the registration of a document in respect to the Land:
 - (i) which does not affect the rights of Simcoa under this Agreement; or
 - (ii) where the rights of Simcoa under this Agreement may be affected by the registration of the relevant document Simcoa must withdraw the Simcoa Caveat on the execution of a deed between the party lodging the document (**Document Party**) and Simcoa under which the Document Party agrees that the Document Party will exercise rights under the document to be registered, subject to the rights of Simcoa under this Agreement.

- (d) Where Simcoa withdraws a Simcoa Caveat in accordance with subclause (c), Simcoa will be entitled to lodge a further absolute caveat against the Certificate of Title to the Land, following the registration of the document registered at Landgate by the Document Party and in that event, the provisions of Subclause (c) will continue to apply.
- (e) The Deed specified in subclause (c) must be in a form and incorporate content as approved by Simcoa.
- (f) The provisions of subclause (c)(ii) will not apply until a deed as specified in subclause (c)(ii) and (e) has been finalised and executed by the Document Party and Simcoa and if applicable also by the Owners.

Actions and Waivers

13. Subject to clause 14, the parties acknowledge and agree that the compensation calculated and payable under clauses 1.11, 2 and 3 encompasses all compensation payable at any time by Simcoa to the Owners in respect of:

- 13.1 any new approvals that Simcoa intends to apply for in connection with the Mining Lease, any environmental authority or environmental licence required for conducting the Activities within the area of the Mining Lease;
- 13.2 the plan or plans of operations from time to time required for the Mining Lease pursuant to the Environmental Protection Act; or
- 13.3 any permits, licences, approvals, consents or rights of access that may be required or granted for conducting the Activities within the area of the Mining Lease,

(each an **Approval**), at any time, whether before or after the date of this Agreement.

14. The Owners:

- 14.1 agree not to make or lodge any comments, objections or the like with any government or local authority and any department, minister or agency of any government, including the Department of Mines and Petroleum, any other authority, agency, commission or similar entity having powers or jurisdiction under any law or regulation (**Government Authority**), in relation to the grant or renewal of any Approvals or any conditions to attaching or forming part of any such Approvals;
- 14.2 will provide, from time to time, all written consents required of the Owners as are necessary to enable Simcoa to obtain the grant of, maintain or renew the Approvals and to carry out the Activities pursuant to any Approvals; and
- 14.3 will not take any action or make or support any objection or complaint to any Government Authority, or permit or allow any action that would interfere with or cause limitations or conditions on the granting of or renewal of the Approvals,

provided such Activities or proposed Activities are permitted, or are capable of being permitted subject to the Owners' consent, by the Mining Lease, this Agreement or any applicable law.

General

15. Simcoa and the Owners must use their best endeavours to co-operate with each other in preparing Simcoa's annual exploration and mining plan and the Owners' annual farming

plan insofar as they affect the Land and must give each other reasonable notice of its expected use of the Land for each year during the term of this Agreement.

16. This Agreement is governed by and must be construed according to the law applying in Western Australia.
17. This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument.
18. To the extent permitted by law, in relation to the subject matter of this Agreement, this Agreement:
 - 18.1 embodies the entire understanding of the parties, and constitutes the entire terms agreed between the parties; and
 - 18.2 supersedes all prior negotiations, representations, proposals and agreements, whether oral or written between the parties.
19. Except for professional advisers or as may be required by law, the parties must keep the details of this Agreement strictly confidential and not disclose them to any third party without the prior written consent of the other party.
20. Subject to clause 2.3, each party will pay its own costs and expenses incurred in the negotiation, preparation, and execution of this Agreement, and any counterpart and any ancillary documents.
21. Each party will execute and do all further acts and things which may be necessary or desirable in order to implement and give full effect to the provisions of and to the purpose and intent of this Agreement.
22. For clarification:
 - (i) Simcoa will be entitled to exercise its rights and will be subject to its obligations under this Agreement; and
 - (ii) the Owners will be subject to the provisions of this Agreement, and entitled to the benefits under this Agreement,as from the date of this Agreement.
23. Each reference in this Agreement to an Act, Regulation or By-law, means a reference to that Act, Regulation or By-law, as amended and where the Act, Regulation or By-law is repealed, the reference to the Act, Regulation or By-law means a reference to the Act, Regulation or By-law which replaces the Act, Regulation or By-law which has been repealed.
24.
 - (a) Subject to the further provisions of this clause, written correspondence by the parties will be sent by express post, to the address of that party as specified in this Agreement.
 - (b) A party may elect to receive and exchange communications and correspondence by email.
 - (c) If a party elects to send and receive communications and correspondence by email, that party must give a written notice to each other party specifying the email address to which correspondence communications and subject to subclause (d), notices must be given to that party.

- (d) Despite subclause (c) any notice required to be given under this Agreement, must in writing and signed by the party giving the notice and that notice must be posted to the party to whom the notice is addressed, by registered post.
 - (e) A party may forward to another party a notice as specified in subclause (d), by email, where an election has been made that correspondence and communications will be made by email, however any notice which is attached to an email must be delivered or posted in addition to being sent by email in accordance with subclause (d).
 - (f) Any party to this Agreement may change its address for service of notices, and if applicable an email address by giving notice in writing to the other parties.
 - (g) Where a notice is given in accordance with subclause (b) notices and communications from the date of that notice must be addressed to the alternative address or email address as the case may be.
25. Reference in a clause to a subclause, means unless the context otherwise requires, a reference to a subclause in the clause in which the reference occurs.

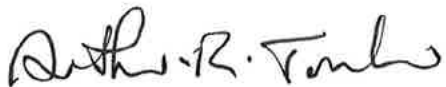
Executed as an agreement:

Signed by Arthur Rohan Tonkin in the presence of:


Signature of witness

PHILIP JOHN BELLAMY
Full name of witness





Signature: Arthur Rohan Tonkin

Date: 26.5.2017

Signed by Rhonda Joan Tonkin in the presence of:


Signature of witness

PHILIP JOHN BELLAMY
Full name of witness





Signature: Rhonda Joan Tonkin

Date: 26.5.2017

Signed by **Brad Tonkin** in the presence of:


Signature of witness



PHILIP JOHN BELLAMY
Full name of witness


Signature: Brad Tonkin

Date: 26/5/17

Executed by **Simcoa Operations Pty Ltd**
ACN 009 064 653 in accordance with
section 127 of the Corporations Act 2001 (Cth):


Signature of director

ERVIN EDWARD SCHROEDER
Full name of director

Date:



Signature of company secretary/director

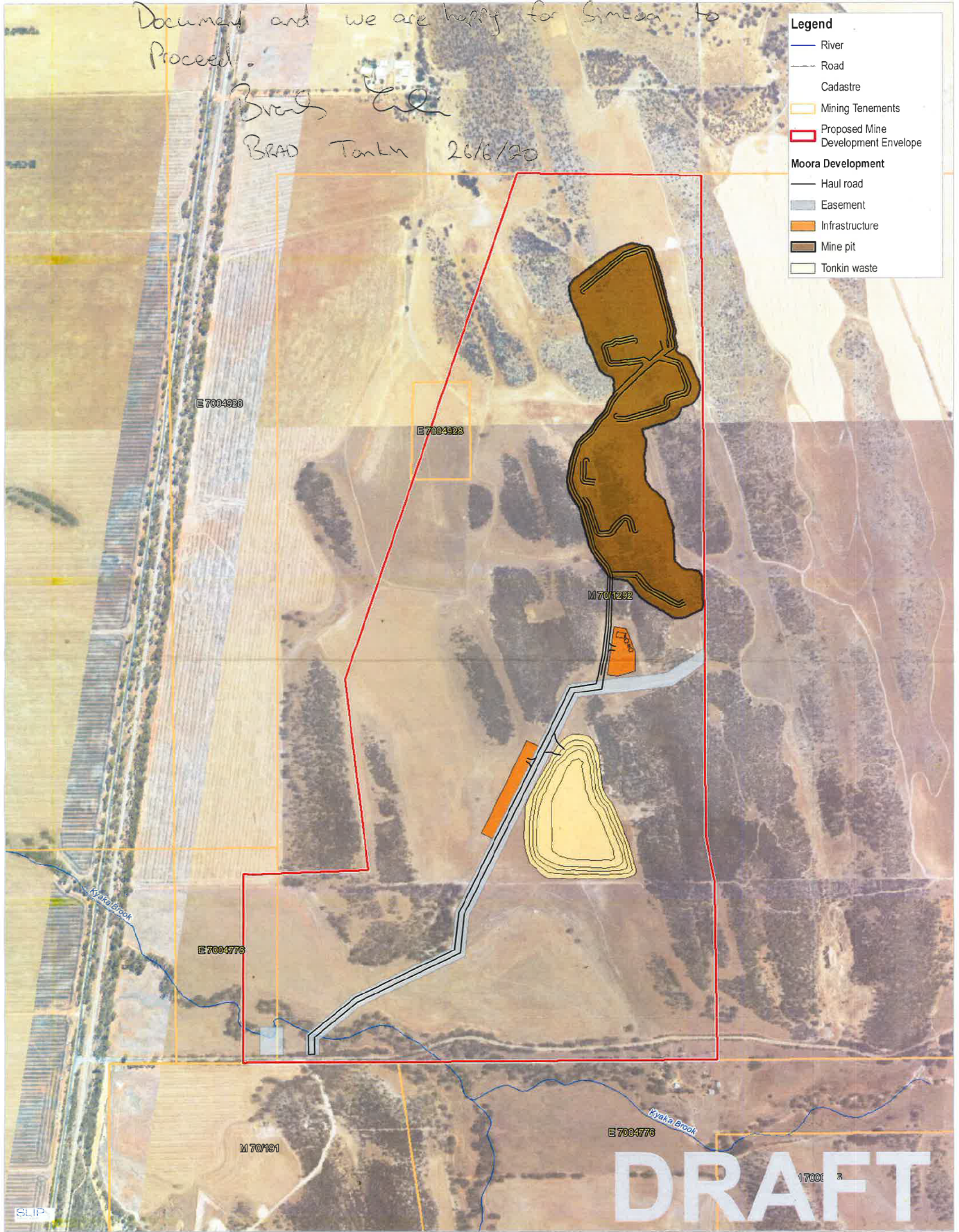
KEVIN DAVID O'SULLIVAN
Full name of company secretary/director

Date: 5 APRIL 2017

I have seen the proposed mine plan as shown on this Document and we are happy for Simcoa to Proceed.

Brad En

BRAD Tonkin 26/6/20



Paper Size ISO A3
0 60 120 180 240 300
Metres

Map Projection: Transverse Mercator
Horizontal Datum: GDA 1994
Grid: GDA 1994 MGA Zone 50



Simcoa Operations Pty Ltd
Moora Mine Development

Proposed Layout

Project No. 61-12518217
Revision No. B
Date 09/06/2020

FIGURE 1

ADMINISTRATION

973 Marriott Road, WELLESLEY, Western Australia 6233
PO Box 1389, BUNBURY, Western Australia 6231
Phone: +61 8 97806 744 Fax: +61 8 97806 746

14 June 2023

Hon. Roger Cook
Premier of Western Australia, Minister for State Development
13th Floor, Dumas House
2 Havelock Street
West Perth WA 6005

Dear Premier and Minister for State Development

Silicon (Kemerton) Agreement Act 1987 – Schedule 2, Variation Agreement, Clause 8

As you may be aware, Simcoa Operations Pty Ltd (Simcoa) currently operate the Moora Quartzite Mine (Moora Mine), approximately 15 km north of Moora, in the Wheatbelt of Western Australia. The Moora Mine is located on tenements M70/191, G70/91, G70/92, G70/93, and M70/1292 (with activities on M70/1292 limited to mine dewater discharge into Kyaka Brook). Quartzite ore from Moora Mine is currently transported via covered truck to Simcoa's Kemerton Smelter located in the Kemerton Strategic Industrial Area, approximately 17 km north-east of Bunbury in the South-West of WA. Existing activities at the Moora Mine and the Kemerton Smelter are approved under the *Silicon (Kemerton) Agreement Act 1987*, and Part IV of the *Environmental Protection Act 1986* (EP Act) via Ministerial Statement 813.

In accordance with the relevant clause in the Silicon (Kemerton) Agreement Act 1987, I am writing to advise you that Simcoa is proposing to establish a new quartzite mine immediately north of the Moora Mine, with the mine pit located approximately 1.5 to 2 km north of Kiaka Road and the Moora Mine. The proposed development of the North Kiaka Mine (the Project) is located within tenement M70/1292. The Project is expected to generate up to 130,000 tpa of lump quartz for downstream processing at the Kemerton Smelter. The Project will be an open-cut mine operating above the water table and it has a predicted Life of Mine of 18 years based on current resource estimates. Ore mined at the Project will be pre-processed (crushed and screened) using existing processing infrastructure at the Moora Mine prior to being transporting to the Kemerton Smelter, using the established network of power, water and roads at the Moora Mine. The Project is crucial to ensuring the longevity of the Kemerton Smelter due to the limited quartzite resource remaining at the Moora Mine.

In accordance with s38 of the EP Act, Simcoa referred the Project in November 2021, to the WA Environmental Protection Authority (EPA). In July 2022, the EPA decided to assess the Project, with the level of assessment set at "referral information with additional information (required under s40(2)(a) of the Environmental Protection Act 1986) and public review (2 weeks)". In addition, the EPA determined that their assessment would be for a Revised Proposal (CMS 18087) that incorporated the Project and the existing Approved Proposal (Ministerial Statement 813). Simcoa is currently preparing an Environmental Review Document for the Revised Proposal and anticipates that this will be submitted to the EPA for consideration shortly.

Should you have any questions about this matter, please contact me at anneprice@simcoa.com.au.

Yours faithfully



Anne Price
Environmental Specialist