

CONSOLIDATED TIN MINES LIMITED

15 May 2018

Company Announcements Office
Australian Securities Exchange
Level 4 20 Bridge St
Sydney NSW 2000

CHANGES TO SUBSTANTIAL SHAREHOLDERS AND CHANGE OF DIRECTOR'S INTEREST NOTICES

Following the issue of shares on 14 May 2018 pursuant to resolutions passed at an Extraordinary General Meeting of shareholders held on 30 April 2018, please find attached Appendix 3B - New Issue Announcement together with Appendix 3Y - Change of Director's Interest Notice for:

- Mr. SiHe Tong
- Mr. Ralph De Lacey
- Mr. Kwok Ching Tsoi
- Mr. Ze Huang Cai, and
- Ms. Xiaoyan Tong

together with the relevant forms for the changes to the substantial shareholders:

- Form 603 – Notice of initial substantial holder for Cyan Stone Pty Ltd
- Form 604 – Notice of change of interest of substantial holder for Snow Peak Mining Pty Ltd

Consolidated Tin Mines Limited



Ze Huang Cai
Director and Company Secretary

CONSOLIDATED TIN MINES LIMITED

ABN: 57 126 634 606 ACN: 126 634 606
Level 16, 5 Martin Place Sydney NSW 2000
Ph (02) 9048 9881
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Page 1 of 1

Rule 2.7, 3.10.3, 3.10.4, 3.10.5

Appendix 3B

New issue announcement, application for quotation of additional securities and agreement

Information or documents not available now must be given to ASX as soon as available. Information and documents given to ASX become ASX's property and may be made public.

Introduced 01/07/96 Origin: Appendix 5 Amended 01/07/98, 01/09/99, 01/07/00, 30/09/01, 11/03/02, 01/01/03, 24/10/05, 01/08/12, 04/03/13

Name of entity

Consolidated Tin Mines Limited

ABN

57 126 634 606

We (the entity) give ASX the following information.

Part 1 - All issues

You must complete the relevant sections (attach sheets if there is not enough space).

- | | | |
|---|---|----------------------------|
| 1 | +Class of +securities issued or to be issued | Ordinary fully paid shares |
| 2 | Number of +securities issued or to be issued (if known) or maximum number which may be issued | 415,605,096 |
| 3 | Principal terms of the +securities (e.g. if options, exercise price and expiry date; if partly paid +securities, the amount outstanding and due dates for payment; if +convertible securities, the conversion price and dates for conversion) | |

+ See chapter 19 for defined terms.

Appendix 3B
New issue announcement

| | |
|---|---|
| <p>4 Do the +securities rank equally in all respects from the +issue date with an existing +class of quoted +securities?</p> <p>If the additional +securities do not rank equally, please state:</p> <ul style="list-style-type: none"> • the date from which they do • the extent to which they participate for the next dividend, (in the case of a trust, distribution) or interest payment • the extent to which they do not rank equally, other than in relation to the next dividend, distribution or interest payment | <p>Yes</p> |
| <p>5 Issue price or consideration</p> | <p>\$0.25 and \$0.12615 per share - please refer to Notice of Meeting dated 28 March 2018</p> <p>Total consideration of \$68,724,909.11</p> |
| <p>6 Purpose of the issue (If issued as consideration for the acquisition of assets, clearly identify those assets)</p> | <p>Shares issued pursuant to shareholder approval on 30 April 2018.</p> <p>Issue of shares to Cyan Stone Pty Ltd is in relation to the subscription of shares pursuant to a Share Subscription Agreement dated 10 November 2016.</p> <p>Issue of shares to other parties is in relation to conversion of debt to equity. This debt was accrued by the Company prior to and during voluntary administration.</p> |
| <p>6a Is the entity an +eligible entity that has obtained security holder approval under rule 7.1A?</p> <p>If Yes, complete sections 6b – 6h in relation to the +securities the subject of this Appendix 3B, and comply with section 6i</p> | <p>No</p> |
| <p>6b The date the security holder resolution under rule 7.1A was passed</p> | <p>Not applicable</p> |

+ See chapter 19 for defined terms.

| | | | |
|----|---|----------------|-----------------------|
| 6c | Number of +securities issued without security holder approval under rule 7.1 | Not applicable | |
| 6d | Number of +securities issued with security holder approval under rule 7.1A | Not applicable | |
| 6e | Number of +securities issued with security holder approval under rule 7.3, or another specific security holder approval (specify date of meeting) | Not applicable | |
| 6f | Number of +securities issued under an exception in rule 7.2 | Not applicable | |
| 6g | If +securities issued under rule 7.1A, was issue price at least 75% of 15 day VWAP as calculated under rule 7.1A.3? Include the +issue date and both values. Include the source of the VWAP calculation. | Not applicable | |
| 6h | If +securities were issued under rule 7.1A for non-cash consideration, state date on which valuation of consideration was released to ASX Market Announcements | Not applicable | |
| 6i | Calculate the entity's remaining issue capacity under rule 7.1 and rule 7.1A – complete Annexure 1 and release to ASX Market Announcements | Not applicable | |
| 7 | +Issue dates Note: The issue date may be prescribed by ASX (refer to the definition of issue date in rule 19.12). For example, the issue date for a pro rata entitlement issue must comply with the applicable timetable in Appendix 7A. Cross reference: item 33 of Appendix 3B. | 14 May 2018 | |
| 8 | Number and +class of all +securities quoted on ASX (including the +securities in section 2 if applicable) | Number | +Class |
| | | 504,602,238 | Ordinary Shares (CSD) |

+ See chapter 19 for defined terms.

Appendix 3B
New issue announcement

| | Number | +Class |
|---|----------------|--|
| 9 Number and +class of all +securities not quoted on ASX (including the +securities in section 2 if applicable) | 1 | Unlisted option to Cyan Stone Pty Ltd expiring 31 July 2018 to acquire 19,817,678 ordinary shares for \$2,500,000.00 |
| 10 Dividend policy (in the case of a trust, distribution policy) on the increased capital (interests) | Not applicable | |

Part 2 - Pro rata issue

| | |
|---|----------------|
| 11 Is security holder approval required? | Not applicable |
| 12 Is the issue renounceable or non-renounceable? | Not applicable |
| 13 Ratio in which the +securities will be offered | Not applicable |
| 14 +Class of +securities to which the offer relates | Not applicable |
| 15 +Record date to determine entitlements | Not applicable |
| 16 Will holdings on different registers (or subregisters) be aggregated for calculating entitlements? | Not applicable |
| 17 Policy for deciding entitlements in relation to fractions | Not applicable |
| 18 Names of countries in which the entity has security holders who will not be sent new offer documents Note: Security holders must be told how their entitlements are to be dealt with. Cross reference: rule 7.7. | Not applicable |
| 19 Closing date for receipt of acceptances or renunciations | Not applicable |

+ See chapter 19 for defined terms.

| | | |
|----|---|----------------|
| 20 | Names of any underwriters | Not applicable |
| 21 | Amount of any underwriting fee or commission | Not applicable |
| 22 | Names of any brokers to the issue | Not applicable |
| 23 | Fee or commission payable to the broker to the issue | Not applicable |
| 24 | Amount of any handling fee payable to brokers who lodge acceptances or renunciations on behalf of security holders | Not applicable |
| 25 | If the issue is contingent on security holders' approval, the date of the meeting | Not applicable |
| 26 | Date entitlement and acceptance form and offer documents will be sent to persons entitled | Not applicable |
| 27 | If the entity has issued options, and the terms entitle option holders to participate on exercise, the date on which notices will be sent to option holders | Not applicable |
| 28 | Date rights trading will begin (if applicable) | Not applicable |
| 29 | Date rights trading will end (if applicable) | Not applicable |
| 30 | How do security holders sell their entitlements <i>in full</i> through a broker? | Not applicable |
| 31 | How do security holders sell <i>part</i> of their entitlements through a broker and accept for the balance? | Not applicable |

+ See chapter 19 for defined terms.

Appendix 3B

New issue announcement

32 How do security holders dispose of their entitlements (except by sale through a broker)?

Not applicable

33 ⁺Issue date

Not applicable

Part 3 - Quotation of securities

You need only complete this section if you are applying for quotation of securities

34 Type of ⁺securities
(tick one)

(a) ☒ ⁺Securities described in Part 1

(b) ☐ All other ⁺securities

Example: restricted securities at the end of the escrowed period, partly paid securities that become fully paid, employee incentive share securities when restriction ends, securities issued on expiry or conversion of convertible securities

Entities that have ticked box 34(a)

Additional securities forming a new class of securities

Tick to indicate you are providing the information or documents

35 ☒ If the ⁺securities are ⁺equity securities, the names of the 20 largest holders of the additional ⁺securities, and the number and percentage of additional ⁺securities held by those holders

Included as Annexure 2

36 ☒ If the ⁺securities are ⁺equity securities, a distribution schedule of the additional ⁺securities setting out the number of holders in the categories

1 - 1,000
1,001 - 5,000
5,001 - 10,000
10,001 - 100,000
100,001 and over

Included as Annexure 3

37 ☐ A copy of any trust deed for the additional ⁺securities

⁺ See chapter 19 for defined terms.

Entities that have ticked box 34(b)

| 38 | Number of +securities for which +quotation is sought | Not applicable | | | | |
|--------|---|--|--------|--------|--|--|
| 39 | +Class of +securities for which quotation is sought | Not applicable | | | | |
| 40 | <p>Do the +securities rank equally in all respects from the +issue date with an existing +class of quoted +securities?</p> <p>If the additional +securities do not rank equally, please state:</p> <ul style="list-style-type: none"> the date from which they do the extent to which they participate for the next dividend, (in the case of a trust, distribution) or interest payment the extent to which they do not rank equally, other than in relation to the next dividend, distribution or interest payment | Not applicable | | | | |
| 41 | <p>Reason for request for quotation now</p> <p><small>Example: In the case of restricted securities, end of restriction period</small></p> <p>(if issued upon conversion of another +security, clearly identify that other +security)</p> | Not applicable | | | | |
| 42 | Number and +class of all +securities quoted on ASX (including the +securities in clause 38) | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; padding: 5px;">Number</th> <th style="width: 50%; padding: 5px;">+Class</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td></td> </tr> </tbody> </table> | Number | +Class | | |
| Number | +Class | | | | | |
| | | | | | | |

Quotation agreement

- 1 +Quotation of our additional +securities is in ASX's absolute discretion. ASX may quote the +securities on any conditions it decides.

+ See chapter 19 for defined terms.

2 We warrant the following to ASX.


- The issue of the +securities to be quoted complies with the law and is not for an illegal purpose.
- There is no reason why those +securities should not be granted +quotation.
- An offer of the +securities for sale within 12 months after their issue will not require disclosure under section 707(3) or section 1012C(6) of the Corporations Act.

Note: An entity may need to obtain appropriate warranties from subscribers for the securities in order to be able to give this warranty

- Section 724 or section 1016E of the Corporations Act does not apply to any applications received by us in relation to any +securities to be quoted and that no-one has any right to return any +securities to be quoted under sections 737, 738 or 1016F of the Corporations Act at the time that we request that the +securities be quoted.
- If we are a trust, we warrant that no person has the right to return the +securities to be quoted under section 1019B of the Corporations Act at the time that we request that the +securities be quoted.

3 We will indemnify ASX to the fullest extent permitted by law in respect of any claim, action or expense arising from or connected with any breach of the warranties in this agreement.

4 We give ASX the information and documents required by this form. If any information or document is not available now, we will give it to ASX before +quotation of the +securities begins. We acknowledge that ASX is relying on the information and documents. We warrant that they are (will be) true and complete.

Sign here: 
.....
Director and Company secretary

Date: 14 May 2018

Print name: Ze Huang Cai

== == == == ==

+ See chapter 19 for defined terms.

Appendix 3B – Annexure 1

Calculation of placement capacity under rule 7.1 and rule 7.1A for eligible entities

Introduced 01/08/12 Amended 04/03/13

Part 1

| Rule 7.1 – Issues exceeding 15% of capital | |
|---|--|
| Step 1: Calculate “A”, the base figure from which the placement capacity is calculated | |
| Insert number of fully paid +ordinary securities on issue 12 months before the +issue date or date of agreement to issue | 88,997,142 (Post-consolidated) |
| Add the following: <ul style="list-style-type: none"> Number of fully paid +ordinary securities issued in that 12 month period under an exception in rule 7.2 Number of fully paid +ordinary securities issued in that 12 month period with shareholder approval Number of partly paid +ordinary securities that became fully paid in that 12 month period <p><i>Note:</i></p> <ul style="list-style-type: none"> Include only ordinary securities here – other classes of equity securities cannot be added Include here (if applicable) the securities the subject of the Appendix 3B to which this form is annexed It may be useful to set out issues of securities on different dates as separate line items | Issued with shareholder approval 415,605,096 (this Appendix 3B) |
| Subtract the number of fully paid +ordinary securities cancelled during that 12 month period | Nil |
| “A” | 504,602,238 |

+ See chapter 19 for defined terms.

| | |
|---|---|
| Step 2: Calculate 15% of "A" | |
| "B" | 0.15 <i>[Note: this value cannot be changed]</i> |
| Multiply "A" by 0.15 | 75,690,335 |
| Step 3: Calculate "C", the amount of placement capacity under rule 7.1 that has already been used | |
| <p><i>Insert</i> number of +equity securities issued or agreed to be issued in that 12 month period <i>not counting</i> those issued:</p> <ul style="list-style-type: none"> • Under an exception in rule 7.2 • Under rule 7.1A • With security holder approval under rule 7.1 or rule 7.4 <p><i>Note:</i></p> <ul style="list-style-type: none"> • <i>This applies to equity securities, unless specifically excluded – not just ordinary securities</i> • <i>Include here (if applicable) the securities the subject of the Appendix 3B to which this form is annexed</i> • <i>It may be useful to set out issues of securities on different dates as separate line items</i> | Nil |
| "C" | Nil |
| Step 4: Subtract "C" from ["A" x "B"] to calculate remaining placement capacity under rule 7.1 | |
| <p>"A" x 0.15</p> <p><i>Note: number must be same as shown in Step 2</i></p> | 75,690,335 |
| <p>Subtract "C"</p> <p><i>Note: number must be same as shown in Step 3</i></p> | Nil |
| Total ["A" x 0.15] – "C" | <p>75,690,335</p> <p><i>[Note: this is the remaining placement capacity under rule 7.1]</i></p> |

+ See chapter 19 for defined terms.

Part 2

| | |
|--|---|
| Rule 7.1A – Additional placement capacity for eligible entities | |
| Step 1: Calculate “A”, the base figure from which the placement capacity is calculated | |
| “A” <i>Note: number must be same as shown in Step 1 of Part 1</i> | Not Applicable |
| Step 2: Calculate 10% of “A” | |
| “D” | 0.10 <i>Note: this value cannot be changed</i> |
| Multiply “A” by 0.10 | Not Applicable |
| Step 3: Calculate “E”, the amount of placement capacity under rule 7.1A that has already been used | |
| Insert number of +equity securities issued or agreed to be issued in that 12 month period under rule 7.1A <i>Notes:</i> <ul style="list-style-type: none"> • This applies to equity securities – not just ordinary securities • Include here – if applicable – the securities the subject of the Appendix 3B to which this form is annexed • Do not include equity securities issued under rule 7.1 (they must be dealt with in Part 1), or for which specific security holder approval has been obtained • It may be useful to set out issues of securities on different dates as separate line items | Not Applicable |
| “E” | Not Applicable |

+ See chapter 19 for defined terms.

| Step 4: Subtract “E” from [“A” x “D”] to calculate remaining placement capacity under rule 7.1A | |
|--|---|
| “A” x 0.10 <i>Note: number must be same as shown in Step 2</i> | Not Applicable |
| Subtract “E” <i>Note: number must be same as shown in Step 3</i> | Not Applicable |
| Total [“A” x 0.10] – “E” | Not Applicable <i>Note: this is the remaining placement capacity under rule 7.1A</i> |

+ See chapter 19 for defined terms.

Appendix 3B – Annexure 2

Names of the 20 largest holders of the additional securities, and the number and percentage of additional securities held by those holders

| | Existing Securities | Additional Securities | Total Securities | Percentage Additional Issue | Percentage Total |
|--|---------------------|-----------------------|------------------|-----------------------------|------------------|
| Cyan Stone Pty Ltd | 0 | 270,000,000 | 270,000,000 | 53.51% | 53.51% |
| Snow Peak Mining Pty Ltd | 58,000,000 | 85,314,560 | 143,314,560 | 16.91% | 28.40% |
| Snow Peak International Investment Limited | 9,370,000 | 17,293,586 | 26,663,586 | 3.43% | 5.28% |
| Success Sea Development Company Limited | 500,000 | 16,784,658 | 17,284,658 | 3.33% | 3.43% |
| Win Harvest Corporation Limited | 0 | 12,588,494 | 12,588,494 | 2.49% | 2.49% |
| Workforce One Pty Ltd | 0 | 6,442,935 | 6,442,935 | 1.28% | 1.28% |
| ARM (NQ) Pty Ltd | 3,237,606 | 1,372,468 | 4,610,074 | 0.27% | 0.91% |
| Mr Ralph De Lacey & Mrs Michelle Ryan | 1,625,000 | 1,910,963 | 3,535,963 | 0.38% | 0.70% |
| Mr Ze Huang Cai | 0 | 1,909,759 | 1,909,759 | 0.38% | 0.38% |
| Mr Kwok Ching Tsoi | 0 | 822,752 | 822,752 | 0.16% | 0.16% |
| NQ Mining Enterprises Pty Ltd | 0 | 628,984 | 628,984 | 0.12% | 0.12% |
| Ms Xiaoyan Tong | 0 | 248,162 | 248,162 | 0.05% | 0.05% |
| Mr Billy Zhou | 0 | 159,070 | 159,070 | 0.03% | 0.03% |
| Bremworth And Associate Pty Ltd | 0 | 128,705 | 128,705 | 0.03% | 0.03% |

+ See chapter 19 for defined terms.

Appendix 3B – Annexure 3

Distribution schedule of the additional securities

| Category | Number of Holders |
|------------------|-------------------|
| 1 - 1,000 | 0 |
| 1,001 - 5,000 | 0 |
| 5,001 - 10,000 | 0 |
| 10,001 - 100,000 | 0 |
| 100,001 and over | 14 |

+ See chapter 19 for defined terms.

Appendix 3Y

Change of Director's Interest Notice

Information or documents not available now must be given to ASX as soon as available. Information and documents given to ASX become ASX's property and may be made public.

Introduced 30/09/01 Amended 01/01/11

| | |
|-----------------------|--------------------------------|
| Name of entity | Consolidated Tin Mines Limited |
| ABN | 57 126 634 606 |

We (the entity) give ASX the following information under listing rule 3.19A.2 and as agent for the director for the purposes of section 205G of the Corporations Act.

| | |
|----------------------------|---------------|
| Name of Director | Sihe Tong |
| Date of last notice | 22 April 2016 |

Part 1 - Change of director's relevant interests in securities

In the case of a trust, this includes interests in the trust made available by the responsible entity of the trust

Note: In the case of a company, interests which come within paragraph (i) of the definition of "notifiable interest of a director" should be disclosed in this part.

| | |
|---|--|
| Direct or indirect interest | Indirect interest |
| Nature of indirect interest (including registered holder) <small>Note: Provide details of the circumstances giving rise to the relevant interest.</small> | Indirect interest as a director, shareholder and ultimate controller of Snow Peak International Investment Limited and Snow Peak Mining Pty Ltd |
| Date of change | 14 May 2018 |
| No. of securities held prior to change | Indirect: Snow Peak Mining Pty Ltd: Ordinary fully paid shares – 58,000,000 Snow Peak International Investment Limited: Ordinary fully paid shares – 9,370,000 |
| Class | Ordinary fully paid shares |
| Number acquired | 102,608,146 |
| Number disposed | Nil |
| Value/Consideration <small>Note: If consideration is non-cash, provide details and estimated valuation</small> | \$25,552,006.59 |

+ See chapter 19 for defined terms.

Appendix 3Y

Change of Director's Interest Notice

| | |
|---|--|
| No. of securities held after change | Indirect: Snow Peak Mining Pty Ltd: Ordinary fully paid shares – 143,314,560 Snow Peak International Investment Limited: Ordinary fully paid shares – 26,663,586 |
| Nature of change Example: on-market trade, off-market trade, exercise of options, issue of securities under dividend reinvestment plan, participation in buy-back | Issuance of shares pursuant to 30/04/18 EGM resolutions |

Part 2 – Change of director's interests in contracts

Note: In the case of a company, interests which come within paragraph (ii) of the definition of “notifiable interest of a director” should be disclosed in this part.

| | |
|--|----------------|
| Detail of contract | Not applicable |
| Nature of interest | Not applicable |
| Name of registered holder (if issued securities) | Not applicable |
| Date of change | Not applicable |
| No. and class of securities to which interest related prior to change Note: Details are only required for a contract in relation to which the interest has changed | Not applicable |
| Interest acquired | Not applicable |
| Interest disposed | Not applicable |
| Value/Consideration Note: If consideration is non-cash, provide details and an estimated valuation | Not applicable |
| Interest after change | Not applicable |

Part 3 – ⁺Closed period

| | |
|---|----------------|
| Were the interests in the securities or contracts detailed above traded during a ⁺closed period where prior written clearance was required? | No |
| If so, was prior written clearance provided to allow the trade to proceed during this period? | Not applicable |

⁺ See chapter 19 for defined terms.

Appendix 3Y
Change of Director's Interest Notice

| | |
|---|----------------|
| If prior written clearance was provided, on what date was this provided? | Not applicable |
|---|----------------|

+ See chapter 19 for defined terms.

Appendix 3Y

Change of Director's Interest Notice

Information or documents not available now must be given to ASX as soon as available. Information and documents given to ASX become ASX's property and may be made public.

Introduced 30/09/01 Amended 01/01/11

| | |
|-----------------------|--------------------------------|
| Name of entity | Consolidated Tin Mines Limited |
| ABN | 57 126 634 606 |

We (the entity) give ASX the following information under listing rule 3.19A.2 and as agent for the director for the purposes of section 205G of the Corporations Act.

| | |
|----------------------------|------------------|
| Name of Director | Ralph De Lacey |
| Date of last notice | 18 December 2014 |

Part 1 - Change of director's relevant interests in securities

In the case of a trust, this includes interests in the trust made available by the responsible entity of the trust

Note: In the case of a company, interests which come within paragraph (i) of the definition of "notifiable interest of a director" should be disclosed in this part.

| | |
|---|---|
| Direct or indirect interest | Direct and indirect interest |
| Nature of indirect interest (including registered holder) <small>Note: Provide details of the circumstances giving rise to the relevant interest.</small> | Indirect interest as a director and shareholder of companies holding shares in Consolidated Tin Mines Limited and as Company Secretary for Snow Peak Mining Pty Ltd |
| Date of change | 14 May 2018 |
| No. of securities held prior to change | <div>Direct: Ralph De Lacey ATF Ralph De Lacey Superannuation Fund: Ordinary fully paid shares – 1,625,000</div> <div>Indirect: Contin NQ Pty Ltd: Ordinary fully paid shares – 1,000</div> <div>NQ Mining Enterprises Pty Ltd: Ordinary fully paid shares – 1,000</div> <div>Palmer Gold NQ Pty Ltd: Ordinary fully paid shares – 1,000</div> <div>NQ Ex Pty Ltd: Ordinary fully paid shares – 1,000</div> |

+ See chapter 19 for defined terms.

Appendix 3Y
Change of Director's Interest Notice

| | |
|---|---|
| No. of securities held prior to change (cont.) | <p>Indirect:</p> <p>NQ Mining and Exploration Pty Ltd: Ordinary fully paid shares – 1,000</p> <p>ARM (NQ) Pty Ltd: Ordinary fully paid shares – 3,237,606</p> <p>Snow Peak Mining Pty Ltd: Ordinary fully paid shares – 58,000,000</p> |
| Class | Ordinary fully paid shares |
| Number acquired | 95,669,910 |
| Number disposed | Nil |
| Value/Consideration Note: If consideration is non-cash, provide details and estimated valuation | \$22,534,936.14 |
| No. of securities held after change | <p>Direct:</p> <p>Ralph De Lacey ATF Ralph De Lacey Superannuation Fund: Ordinary fully paid shares – 3,535,963</p> <p>Indirect:</p> <p>Contin NQ Pty Ltd: Ordinary fully paid shares – 1,000</p> <p>NQ Mining Enterprises Pty Ltd: Ordinary fully paid shares – 629,984</p> <p>Palmer Gold NQ Pty Ltd: Ordinary fully paid shares – 1,000</p> <p>NQ Ex Pty Ltd: Ordinary fully paid shares – 1,000</p> <p>NQ Mining and Exploration Pty Ltd: Ordinary fully paid shares – 1,000</p> <p>ARM (NQ) Pty Ltd: Ordinary fully paid shares – 4,610,074</p> <p>Workforce One Pty Ltd: Ordinary fully paid shares – 6,442,935</p> <p>Snow Peak Mining Pty Ltd: Ordinary fully paid shares – 143,314,560</p> |
| Nature of change Example: on-market trade, off-market trade, exercise of options, issue of securities under dividend reinvestment plan, participation in buy-back | Issuance of shares pursuant to 30/04/18 EGM resolutions |

+ See chapter 19 for defined terms.

Part 2 – Change of director's interests in contracts

Note: In the case of a company, interests which come within paragraph (ii) of the definition of "notifiable interest of a director" should be disclosed in this part.

| | |
|---|--|
| Detail of contract | |
| Nature of interest | |
| Name of registered holder (if issued securities) | |
| Date of change | |
| No. and class of securities to which interest related prior to change <small>Note: Details are only required for a contract in relation to which the interest has changed</small> | |
| Interest acquired | |
| Interest disposed | |
| Value/Consideration <small>Note: If consideration is non-cash, provide details and an estimated valuation</small> | |
| Interest after change | |

Part 3 – ⁺Closed period

| | |
|---|----------------|
| Were the interests in the securities or contracts detailed above traded during a ⁺closed period where prior written clearance was required? | No |
| If so, was prior written clearance provided to allow the trade to proceed during this period? | Not applicable |
| If prior written clearance was provided, on what date was this provided? | Not applicable |

⁺ See chapter 19 for defined terms.

Appendix 3Y

Change of Director's Interest Notice

Information or documents not available now must be given to ASX as soon as available. Information and documents given to ASX become ASX's property and may be made public.

Introduced 30/09/01 Amended 01/01/11

| | |
|-----------------------|--------------------------------|
| Name of entity | Consolidated Tin Mines Limited |
| ABN | 57 126 634 606 |

We (the entity) give ASX the following information under listing rule 3.19A.2 and as agent for the director for the purposes of section 205G of the Corporations Act.

| | |
|----------------------------|------------------|
| Name of Director | Kwok Ching Tsoi |
| Date of last notice | 02 February 2015 |

Part 1 - Change of director's relevant interests in securities

In the case of a trust, this includes interests in the trust made available by the responsible entity of the trust

Note: In the case of a company, interests which come within paragraph (i) of the definition of "notifiable interest of a director" should be disclosed in this part.

| | |
|--|---|
| Direct or indirect interest | Direct and indirect interest |
| Nature of indirect interest (including registered holder) Note: Provide details of the circumstances giving rise to the relevant interest. | Indirect interest as a director and shareholder of companies holding shares in Consolidated Tin Mines Limited, as a director of Snow Peak Mining Pty Ltd and as Company Secretary for Snow Peak International Investment Limited |
| Date of change | 14 May 2018 |
| No. of securities held prior to change | Indirect: ARM (NQ) Pty Ltd: Ordinary fully paid shares – 3,237,606 Snow Peak Mining Pty Ltd: Ordinary fully paid shares – 58,000,000 Snow Peak International Investment Limited: Ordinary fully paid shares – 9,370,000 |
| Class | Ordinary fully paid shares |
| Number acquired | 111,246,301 |
| Number disposed | Nil |

+ See chapter 19 for defined terms.

Appendix 3Y

Change of Director's Interest Notice

| | |
|---|--|
| Value/Consideration Note: If consideration is non-cash, provide details and estimated valuation | \$26,641,709.58 |
| No. of securities held after change | <p>Direct: Kwok Ching Tsoi: Ordinary fully paid shares – 822,752</p> <p>Indirect: ARM (NQ) Pty Ltd: Ordinary fully paid shares – 4,610,074</p> <p>Workforce One Pty Ltd: Ordinary fully paid shares – 6,442,935</p> <p>Snow Peak Mining Pty Ltd: Ordinary fully paid shares – 143,314,560</p> <p>Snow Peak International Investment Limited: Ordinary fully paid shares – 26,663,586</p> |
| Nature of change Example: on-market trade, off-market trade, exercise of options, issue of securities under dividend reinvestment plan, participation in buy-back | Issuance of shares pursuant to 30/04/18 EGM resolutions |

Part 2 – Change of director's interests in contracts

Note: In the case of a company, interests which come within paragraph (ii) of the definition of "notifiable interest of a director" should be disclosed in this part.

| | |
|--|----------------|
| Detail of contract | Not applicable |
| Nature of interest | Not applicable |
| Name of registered holder (if issued securities) | Not applicable |
| Date of change | Not applicable |
| No. and class of securities to which interest related prior to change Note: Details are only required for a contract in relation to which the interest has changed | Not applicable |
| Interest acquired | Not applicable |
| Interest disposed | Not applicable |

+ See chapter 19 for defined terms.

Appendix 3Y
Change of Director's Interest Notice

| | |
|---|----------------|
| Value/Consideration <small>Note: If consideration is non-cash, provide details and an estimated valuation</small> | Not applicable |
| Interest after change | Not applicable |

Part 3 – ⁺Closed period

| | |
|---|----------------|
| Were the interests in the securities or contracts detailed above traded during a ⁺closed period where prior written clearance was required? | No |
| If so, was prior written clearance provided to allow the trade to proceed during this period? | Not applicable |
| If prior written clearance was provided, on what date was this provided? | Not applicable |

⁺ See chapter 19 for defined terms.

Appendix 3Y

Change of Director's Interest Notice

Information or documents not available now must be given to ASX as soon as available. Information and documents given to ASX become ASX's property and may be made public.

Introduced 30/09/01 Amended 01/01/11

| | |
|-----------------------|--------------------------------|
| Name of entity | Consolidated Tin Mines Limited |
| ABN | 57 126 634 606 |

We (the entity) give ASX the following information under listing rule 3.19A.2 and as agent for the director for the purposes of section 205G of the Corporations Act.

| | |
|----------------------------|------------------|
| Name of Director | Ze Huang Cai |
| Date of last notice | 01 December 2014 |

Part 1 - Change of director's relevant interests in securities

In the case of a trust, this includes interests in the trust made available by the responsible entity of the trust

Note: In the case of a company, interests which come within paragraph (i) of the definition of "notifiable interest of a director" should be disclosed in this part.

| | |
|--|---|
| Direct or indirect interest | Direct and indirect interest |
| Nature of indirect interest (including registered holder) Note: Provide details of the circumstances giving rise to the relevant interest. | Indirect interest as a director and shareholder of companies holding shares in Consolidated Tin Mines Limited and as a director of Snow Peak Mining Pty Ltd |
| Date of change | 14 May 2018 |
| No. of securities held prior to change | Indirect: ARM (NQ) Pty Ltd: Ordinary fully paid shares – 3,237,606 Snow Peak Mining Pty Ltd: Ordinary fully paid shares – 58,000,000 |
| Class | Ordinary fully paid shares |
| Number acquired | 95,039,722 |
| Number disposed | Nil |
| Value/Consideration Note: If consideration is non-cash, provide details and estimated valuation | \$22,455,439.19 |

+ See chapter 19 for defined terms.

Appendix 3Y

Change of Director's Interest Notice

| | |
|--|--|
| No. of securities held after change | <p>Direct: Ze Huang Cai: Ordinary fully paid shares – 1,909,759</p> <p>Indirect: ARM (NQ) Pty Ltd: Ordinary fully paid shares – 4,610,074</p> <p>Workforce One Pty Ltd: Ordinary fully paid shares – 6,442,935</p> <p>Snow Peak Mining Pty Ltd: Ordinary fully paid shares – 143,314,560</p> |
| Nature of change <small>Example: on-market trade, off-market trade, exercise of options, issue of securities under dividend reinvestment plan, participation in buy-back</small> | Issuance of shares pursuant to 30/04/18 EGM resolutions |

Part 2 – Change of director's interests in contracts

Note: In the case of a company, interests which come within paragraph (ii) of the definition of “notifiable interest of a director” should be disclosed in this part.

| | |
|---|--|
| Detail of contract | |
| Nature of interest | |
| Name of registered holder (if issued securities) | |
| Date of change | |
| No. and class of securities to which interest related prior to change <small>Note: Details are only required for a contract in relation to which the interest has changed</small> | |
| Interest acquired | |
| Interest disposed | |
| Value/Consideration <small>Note: If consideration is non-cash, provide details and an estimated valuation</small> | |
| Interest after change | |

+ See chapter 19 for defined terms.

Part 3 – ⁺Closed period

| | |
|---|----------------|
| Were the interests in the securities or contracts detailed above traded during a ⁺closed period where prior written clearance was required? | No |
| If so, was prior written clearance provided to allow the trade to proceed during this period? | Not applicable |
| If prior written clearance was provided, on what date was this provided? | Not applicable |

⁺ See chapter 19 for defined terms.

Appendix 3Y

Change of Director's Interest Notice

Information or documents not available now must be given to ASX as soon as available. Information and documents given to ASX become ASX's property and may be made public.

Introduced 30/09/01 Amended 01/01/11

| | |
|-----------------------|--------------------------------|
| Name of entity | Consolidated Tin Mines Limited |
| ABN | 57 126 634 606 |

We (the entity) give ASX the following information under listing rule 3.19A.2 and as agent for the director for the purposes of section 205G of the Corporations Act.

| | |
|----------------------------|------------------|
| Name of Director | Xiaoyan Tong |
| Date of last notice | 02 February 2015 |

Part 1 - Change of director's relevant interests in securities

In the case of a trust, this includes interests in the trust made available by the responsible entity of the trust

Note: In the case of a company, interests which come within paragraph (i) of the definition of "notifiable interest of a director" should be disclosed in this part.

| | |
|--|---|
| Direct or indirect interest | Direct and indirect interest |
| Nature of indirect interest (including registered holder) Note: Provide details of the circumstances giving rise to the relevant interest. | Indirect interest as a director and shareholder of Win Harvest Corporation Limited. |
| Date of change | 14 May 2018 |
| No. of securities held prior to change | Nil |
| Class | Ordinary fully paid shares |
| Number acquired | 12,836,655 |
| Number disposed | Nil |
| Value/Consideration Note: If consideration is non-cash, provide details and estimated valuation | \$3,178,428.87 |

Appendix 3Y

Change of Director's Interest Notice

| | |
|---|--|
| No. of securities held after change | Direct: Xiaoyan Tong: Ordinary fully paid shares – 248,162 Indirect: Win Harvest Corporation Limited: Ordinary fully paid shares – 12,588,494 |
| Nature of change Example: on-market trade, off-market trade, exercise of options, issue of securities under dividend reinvestment plan, participation in buy-back | Issuance of shares pursuant to 30/04/18 EGM resolutions |

Part 2 – Change of director's interests in contracts

Note: In the case of a company, interests which come within paragraph (ii) of the definition of "notifiable interest of a director" should be disclosed in this part.

| | |
|--|----------------|
| Detail of contract | Not applicable |
| Nature of interest | Not applicable |
| Name of registered holder (if issued securities) | Not applicable |
| Date of change | Not applicable |
| No. and class of securities to which interest related prior to change Note: Details are only required for a contract in relation to which the interest has changed | Not applicable |
| Interest acquired | Not applicable |
| Interest disposed | Not applicable |
| Value/Consideration Note: If consideration is non-cash, provide details and an estimated valuation | Not applicable |
| Interest after change | Not applicable |

Part 3 – ⁺Closed period

| | |
|---|----|
| Were the interests in the securities or contracts detailed above traded during a ⁺closed period where prior written clearance was required? | No |
|---|----|

⁺ See chapter 19 for defined terms.

Appendix 3Y
Change of Director's Interest Notice

| | |
|--|----------------|
| If so, was prior written clearance provided to allow the trade to proceed during this period? | Not applicable |
| If prior written clearance was provided, on what date was this provided? | Not applicable |

+ See chapter 19 for defined terms.

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Consolidated Tin Mines Limited

ACN/ARSN 613 385 050

1. Details of substantial holder (1)

Name Cyan Stone Pty Ltd (Cyan), Mr Tin Ching Shum and each entity set out in Annexure A which are controlled by Mr Tin Ching Shum, each a substantial shareholder (TCS Group)

ACN/ARSN (if applicable) ACN 606 864 840 (Cyan)

The holder became a substantial holder on 14/05/2018

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

| Class of securities (4) | Number of securities | Person's votes (5) | Voting power (6) |
|-------------------------|----------------------|--------------------|------------------|
| ORD | 277,394,713 | 277,394,713 | 54.97% |

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

| Holder of relevant interest | Nature of relevant interest (7) | Class and number of securities |
|-----------------------------|---|--------------------------------|
| Cyan | Cyan has a relevant interest in 270,000,000 ordinary shares pursuant to section 608(1) of the <i>Corporations Act 2001</i> (Cth) (Corporations Act) pursuant to the Subscription Agreement dated 10 November 2016 (as amended from time to time) between Cyan and Consolidated Tin Mines Limited (CSD) (Subscription Agreement), a copy of which is attached as Annexure B (as approved by the members of the Company at the annual general meeting held on 30 April 2018) (AGM). | 270,000,000 ordinary shares |
| Cyan | Cyan has a relevant interest in 7,394,713 ordinary shares by virtue of section 608(8) of the <i>Corporations Act</i> pursuant to a Share Sale Agreement dated 10 November 2016 between Cyan and each of: <ul style="list-style-type: none"> Ralph De Lacey (De Lacey Share Sale Agreement) (see Annexure C); Billy Zhou (Zhou Share Sale Agreement) (see Annexure D); Ze Huang Cai (Huang Cai Share Sale Agreement) (see Annexure E); and WorkForce One Pty Ltd (WorkForce Share Sale Agreement and WorkForce Prepayment Agreement) (see Annexures F and G respectively), (as approved by the members of the Company at the AGM). | 7,394,713 ordinary shares |
| TCS Group | Mr Tin Ching Shum (being in ultimate control of Cyan) and each entity set out in Annexure A (being a subsidiary controlled by Mr Tin Ching Shum) has a relevant interest in fully paid ordinary shares pursuant to section 608(3) of the <i>Corporations Act</i> . | 277,394,713 ordinary shares |

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

| Holder of relevant interest | Registered holder of securities | Person entitled to be registered as holder (8) | Class and number of securities |
|-----------------------------|---------------------------------|--|--------------------------------|
| Cyan | Cyan | Cyan | 270,000,000 ordinary shares |
| Cyan | Ralph De Lacey | Cyan | 396,354 ordinary shares |
| Cyan | Billy Zhou | Cyan | 159,070 ordinary shares |
| Cyan | Ze Huang Cai | Cyan | 396,354 ordinary shares |
| Cyan | WorkForce One Pty Ltd | Cyan | 6,442,935 ordinary shares |

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

| Holder of relevant interest | Date of acquisition | Consideration (9) | | Class and number of securities |
|-----------------------------|---------------------------|---|----------|--------------------------------|
| | | Cash | Non-cash | |
| Cyan | 14 May 2018 | \$0.012615 per share (\$0.12615 on a post-consolidation basis), pursuant to the Subscription Agreement (see Annexure B). | | 270,000,000 ordinary shares |
| Cyan | On or before 31 July 2018 | \$0.012615 per share (\$0.12615 on a post-consolidation basis), pursuant to the De Lacey Share Sale Agreement (see Annexure C). | | 396,354 ordinary shares |
| Cyan | On or before 31 July 2018 | \$0.012615 per share (\$0.12615 on a post-consolidation basis), pursuant to the Zhou Share Sale Agreement (see Annexure D). | | 159,070 ordinary shares |
| Cyan | On or before 31 July 2018 | \$0.012615 per share (\$0.12615 on a post-consolidation basis), pursuant to the Huang Cai Share Sale Agreement (see Annexure E). | | 396,354 ordinary shares |
| Cyan | On or before 31 July 2018 | \$0.012615 per share (\$0.12615 on a post-consolidation basis), pursuant to the WorkForce Share Sale Agreement and WorkForce Prepayment Agreement (see Annexures F and G respectively). | | 6,442,935 ordinary shares |

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

| Name and ACN/ARSN (if applicable) | Nature of association |
|-----------------------------------|---|
| TCS Group | Cyan and each entity set out in Annexure A are controlled by Mr Tin Ching Shum. |

7. Addresses

The addresses of persons named in this form are as follows:

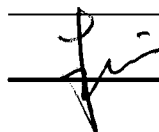
| Name | Address |
|-----------------------------------|---|
| Cyan | Level 16, 5 Martin Place, Sydney, New South Wales, 2000 |
| Each entity set out in Annexure A | c/- Cyan Stone Pty Ltd, Level 16, 5 Martin Place, Sydney, New South Wales, 2000 |

Signature

print name Chaohui Zhu

capacity DIRECTOR

sign here



date 15/05/2018

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."
- (9) Details of the consideration must include any and all benefits, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

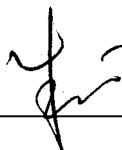
Annexure "A"

This is annexure "A" of 2 pages referred to in form 603.

Company name: Cyan Stone Pty Ltd

ACN: 606 864 840

Signed by: _____



Date: 15 / 05 / 2018

| Name | Place of incorporation |
|---|------------------------|
| 621 TNR Dev 1 Pty Ltd | Australia |
| 621 TNR Dev 2 Pty Ltd | Australia |
| 705 TNR Dev 1 Pty Ltd | Australia |
| Advance Success Holdings Limited | British Virgin Islands |
| Austral (BHL) Developments Pty Ltd | Australia |
| Ausyuan Investment Limited | British Virgin Islands |
| BHL 7 Norwest Dev Pty Ltd | Australia |
| BHL Developments (Badgerys Creek) Pty Ltd | Australia |
| BHL Developments Pty Ltd | Australia |
| BHL Finance Pty Ltd | Australia |
| BHL Group Services Pty Ltd | Australia |
| BHL Hotel Operations Pty Ltd | Australia |
| BHL Hotels Pty Ltd | Australia |
| BHL Lifestyle Living (Armidale) Pty Ltd | Australia |
| BHL Lifestyle Living (Green Point) Pty Ltd | Australia |
| BHL Lifestyle Living (Harrington) Pty Ltd | Australia |
| BHL Lifestyle Living (Muswellbrook) Pty Ltd | Australia |
| BHL Lifestyle Living (Tamworth) Pty Ltd | Australia |
| BHL Lifestyle Living Pty Ltd | Australia |
| BHL Maitland Dev Pty Ltd | Australia |
| BHL Murray Rise Dev Pty Ltd | Australia |
| BHL Radford Park Dev Pty Ltd | Australia |
| Boyuan Bringelly Pty Ltd | Australia |
| Boyuan Holdings Limited | Australia |
| Boyuan Investment Holding Pty Ltd | Australia |
| Boyuan Real Estate Holding Pty Ltd | Australia |
| Changzhou Jinyuan Property Development Co., Ltd | China |
| Cyan Stone Clydesdale Pty Ltd | Australia |
| Evermore Victory Limited | British Virgin Islands |
| Guo Xiang Property Co., Limited | Hong Kong |
| Hengli Property Nantong Co., Ltd | China |
| Hong Kong Boyuan Investment Holding Limited | Hong Kong |
| Hong Kong Guangyuan Mining Limited | Hong Kong |
| Hong Kong Jia Yuan Holdings Limited | Hong Kong |
| Hong Kong Jianyuan Investment Limited | Hong Kong |
| Hong Kong Jiayuan Commercial Properties Limited | Hong Kong |

| | |
|--|------------------------|
| Hong Kong Youyou Kids Playgroup Limited | Hong Kong |
| Integer Holdings Pty Ltd | Australia |
| Integer Hotel Holding Trust | Australia |
| Integer Lifestyle Living Trust | Australia |
| Integer Securities Ltd | Australia |
| Jiayuan (Australia) Holdings Limited | British Virgin Islands |
| Jiayuan (Shenzhen) Investment Consulting Co., Ltd | China |
| Jiayuan (Vietnam) Holdings Limited | British Virgin Islands |
| Jiayuan Commercial Properties Company Limited | British Virgin Islands |
| Jiayuan International Group Limited | Hong Kong |
| Jiayuan Investment Development Limited | British Virgin Islands |
| Jiayuan Investment Management Limited | British Virgin Islands |
| Jiayuan Property Development Limited | British Virgin Islands |
| Jinyuan International Development Limited | British Virgin Islands |
| Mingyuan Group Investment Limited | British Virgin Islands |
| Mingyuan Group Investment Limited | British Virgin Islands |
| MJY Property Limited | Macau |
| Nanjing Gangyuan Investment Consulting Co., Ltd | China |
| Nanjing Jia Feng Investment Management Company Limited | China |
| Nanjing Xinhaoning Property Development Co., Ltd | China |
| Nantong Lishun Property Co., Ltd | China |
| Shenzhen Gangyuan Investment Consulting Co., Ltd | China |
| Siyang Fengyuan Property Development Co., Ltd | China |
| Suqian Jia Yuan Property Development Co., Ltd | China |
| Taixing Guangyuan Property Development Co., Ltd | China |
| Taixing Hengyuan Property Development Co., Ltd | China |
| Taixing Mingyuan Property Development Co., Ltd | China |
| Taizhou Jia Yuan Property Development Co., Ltd | China |
| Taizhou Mingyuan Property Development Co., Ltd | China |
| Xiangyuan Property Development Limited | Macau |
| Yangzhou Guangyuan Property Development Co., Ltd | China |
| Yangzhou Guoyuan Property Co. | China |
| Yangzhou Hengyuan Property Development Co., Ltd | China |
| Yangzhou Mingyuan Property Development Co., Ltd | China |
| Yangzhou Xiangjiang New City Center Property Co., Ltd | China |

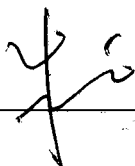
Annexure "B"

This is annexure "B" of 55 pages referred to in form 603.

Company name: Cyan Stone Pty Ltd

ACN: 606 864 840

Signed by: _____

A handwritten signature in black ink, consisting of stylized, overlapping loops and strokes, positioned above a horizontal line.

Date: 15 / 05 / 2018

THIS AGREEMENT is made the 10th day of

November

2016

BETWEEN

CONSOLIDATED TIN MINES LTD (Administrators Appointed) (ACN 126 634 606) of 395 Lake Street, Cairns North QLD 4870 (CSD);

AND

Cyan Stone Pty Ltd (ACN 606 864 840) of Level 16, 5 Martin Place, Sydney NSW 2000 (Cyan Stone)

RECITALS

- A. CSD is an ASX listed company limited by shares short particulars of which are set out in Schedule 1.
- B. Cyan Stone wishes to subscribe for Ordinary shares in the capital of CSD on the terms as set out in this Agreement.
-

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

Administrators mean Blair Alexander Pleash and Kathleen Elizabeth Vouris as joint and several Administrators of CSD and SPM.

Agreement and this Agreement means the agreement constituted by this document and includes the recitals.

Applicable Deduction means the applicable offsets set out in clause 6.2(a).

Business Day means a day on which trading banks are open for business in Queensland.

Colinacobre means Colinacobre Pty Ltd (ACN 601 312 207) of 395 Lake Street, Cairns North QLD 4870.

Conditions Precedent means the conditions precedent set out in clause 2.1.

Corporations Act means the *Corporations Act 2001* (Cth).

Creditor means a person to whom money, goods or services are owed by the relevant party.

CSD/SPM Asset Sale Agreement means the Asset Sale Agreement between SPM, CSD, Surveyor Mining, SPII and Colinacobre dated 24 October 2014 and the sale of assets as contemplated in that agreement.

Deposit Trust Account means Hall Chadwick Trust Account, details of which are:

| | |
|-----------------|-------------------------------|
| Account Name: | Hall Chadwick Trust Account |
| Institution: | St George Banking Corporation |
| BSB: | 332 027 |
| Account Number: | 100 253 160 |
| Reference: | Consolidated Tin |

Duty means any stamp, transfer, transaction or registration duty or similar charge imposed by any Government Agency and includes any interest, fine, penalty, charge or other amount imposed in respect of any of them, but excludes any Tax.

EGM means Extraordinary General Meeting of CSD Shareholders.

Encumbrance means a mortgage, charge, debenture, bill of sale, lien, pledge, easement, restrictive covenant, building condition, writ, warrant, caveat, and the claim stated therein or other right or interest of any third party affecting the assets of CSD.

End Date means 31 March 2017 (or such later date as is agreed between the Parties).

FIRB means the Foreign Investment Review Board of Australia.

Government Agency means:

- (a) a government, whether federal, state, territorial or local;
- (b) a department, office or minister of a government acting in that capacity; or
- (c) a commission, delegate, instrumentality, agency, board or other government, semi-governmental, judicial, administrative, monetary or fiscal authority, whether statutory or not,

In Australia or any other jurisdiction.

Joint DOCA Proposal means the Deed of Company Arrangement Proposal to be proposed by the Directors to the Creditors of SPM and CSD respectively, in the form attached at Schedule 2.

New Shares means the Shares to be issued to Cyan Stone pursuant to clause 3.

Party means a Party to this Agreement and **Parties** has a corresponding meaning.

Purchase Consideration means the purchase consideration set out in clause 7.2.

Second Creditors Meeting means the meeting called by the Administrator at which the Directors Joint DOCA Proposal will be presented to Creditors of CSD and SPM for their consideration/approval/rejection.

Settlement means the settlement on the Settlement Date of the issue and subscription of new Ordinary shares in accordance with the terms of this Agreement.

Settlement Date means that date which is 20 [twenty] Business Days after the satisfaction of the Conditions Precedent (or such other date as may be agreed).

Share means a fully paid Ordinary share in the capital of CSD.

Shareholder Approval means approval by CSD Shareholders eligible to vote at a CSD EGM of all resolutions required in order to complete this Agreement.

Shareholder means a holder of a Share in the capital of CSD from time to time.

SPII means Snow Peak International Investment Limited of Flat B 24/F Block 12, Provident Centre, No 43 Wharf Road North Point, Hong Kong.

SPM means Snow Peak Mining Pty Ltd (Administrators Appointed) (ACN 161 212 504) of 395 Lake Street, Cairns QLD 4870.

Surveyor Mining means Surveyor Mining Pty Ltd (ACN 601 108 776) of 395 Lake Street, Cairns QLD 4870.

Tax means any tax, levy, charge, impost, duty, fee, deduction, compulsory loan, withholding, stamp, transaction, registration, duty or similar charge which is assessed, levied, imposed or collected by any government agency and includes, but is not limited to, any interest, fine, penalty, charge, fee or any other accounting imposed on, or in respect of any of the above but excludes Duty.

Total Consideration has the meaning given to it under clause 6.1.

1.2 Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect its interpretation, and unless the context indicates a contrary intention;
- (b) an obligation or liability assumed by, or a right conferred on, 2 or more Parties binds or benefits all of them jointly and each of them severally;
- (c) the expression person includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any Party includes that Party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;
- (e) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and

all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;

- (g) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;
- (h) reference to Parties, clauses, schedules, exhibits or annexures are references to Parties, clauses, schedules, exhibits and annexures to or of this Agreement and a reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;
- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning, and
- (j) a reference to \$ or dollar is to Australian currency.

2. CONDITIONS PRECEDENT

2.1 Conditions

- (a) Cyan Stone shall deposit \$10 million [ten million dollars] into the Deposit Trust Account within two [2] business days of the execution of this Agreement (the **Joint DOCA Deposit**);
- (b) Acceptance of the Joint DOCA Proposal by both SPM and CSD Creditors at the Second Creditors Meeting of the respective companies without any amendment other than where such amendment is acceptable to Cyan Stone in its absolute discretion;
- (c) Acceptance by CSD shareholders at an EGM of CSD shareholders of:
 - (i) Shareholder approval to convert all current pre-administration debt specified in categories 3 and 4 of Schedule 3 (being the debt conversion contemplated by the DOCA Proposal) to Shares in CSD at the conversion prices specified in Schedule 3, with Shares to be issued to the debt holder or their nominees;
 - (ii) Shareholder approval to convert all current debt incurred during the course of the voluntary administration specified in Schedule 4 to Shares in CSD at the conversion prices specified in Schedule 4 with Shares to be issued to the debt holder or their nominees;
 - (iii) Shareholder approval to issue up to 2,700,000,000 [two billion, seven hundred million] new Ordinary CSD shares to Cyan Stone (or its nominees) at \$0.012615 [zero point zero one two six one five dollars] per share as contemplated under this Agreement, and
 - (iv) Shareholder approval to grant Cyan Stone an option expiring on 30 April 2017 to subscribe for 198,176,774 [one hundred ninety eight million, one hundred seventy six, seven hundred and seventy four] new Ordinary CSD shares at

\$0.012615 [zero point zero one two six one five dollars] per share for an aggregate amount of \$2.5 million [two million five hundred thousand dollars].

- (d) FIRB approval of the terms contemplated in the CSD/SPM Asset Sale Agreement and this Agreement, by the End Date.

2.2 Satisfaction or Waiver of Conditions

If the Conditions set out in clause 2.1 are not satisfied, or waived, in accordance with the provisions of this Agreement on or before the corresponding date referred to in clause 2.1 (or if no date is included, the End Date), this Agreement shall be deemed to be at an end and of no force or effect with no Party being subject to any of the obligations contained in this Agreement and with no party claiming any rights at law or in equity against any other Party save for the performance of those covenants and agreements (if any) which should have already been performed and all damages for breach of the same.

2.3 Duties in Relation to Conditions

Each Party agrees to use their best endeavours to ensure that the Conditions referred to in clause 2.1 which are within that Party's control are fulfilled or waived on or before the date specified in that clause.

2.4 Third Party Subscription Agreements

CSD will enter into subscription agreements with third parties to effectuate the conversion of debt into Shares in CSD as required under the Conditions Precedent.

3. SUBSCRIPTION FOR NEW SHARES

3.1 New Shares

Subject to the terms of this Agreement, Cyan Stone agrees to subscribe for and CSD agrees to issue to Cyan Stone up to 2,700,000,000 [two billion, seven hundred million] new Ordinary shares in the capital of CSD at an issue price of \$0.012615 [zero point zero one two six one five dollars] per share.

3.2 Minimum Subscription

Cyan Stone agrees to subscribe to a minimum of 1,109,789,932 [one billion, one hundred nine thousand, seven hundred eighty nine thousand, nine hundred and thirty two] new Ordinary shares in the capital of CSD at an issue price of \$0.012615 [zero point zero one two six one five dollars] per share, for an aggregate amount of \$14 million [fourteen million dollars] provided that:

- (a) only \$10 million [ten million dollars] of this is used in relation to the Joint DOCA Proposal; and

- (b) the balance of \$4 million [four million dollars] is retained by CSD for CSD's ongoing post administration working capital, exploration and care and maintenance costs.

3.3 No Encumbrances

The New Shares to be issued to Cyan Stone under this Agreement shall be issued free from all liens, charges, equities and Encumbrances and together with all rights attaching to them. The New Shares must also be issued and allotted to Cyan Stone:

- (a) fully paid;
- (b) ranking equally in all respects with all other ordinary shares of CSD, and
- (c) with all rights including dividend and voting rights attaching or accruing to ordinary shares.

3.4 Notification of Total Subscription

Cyan Stone agrees to provide CSD with written notice of the total number of new shares it agrees to subscribe to within five [5] business days following completion of the conditions precedent as specified in clauses 2.1(b) and 2.1(c) and subject to the minimum subscription as specified in clause 3.2.

3.5 Use of subscription proceeds

CSD must apply the subscription monies for the purposes and in the order of precedence as listed below:

- (a) For the minimum \$14 million [fourteen million dollars] subscription pursuant to clause 3.2:
 - (i) Joint DOCA Deposit \$10,000,000.00
 - (ii) Post Administration working capital,
exploration and care and maintenance costs \$4,000,000.00
- (b) For subscriptions above the minimum subscription amount, the additional funds shall be applied to:
 - (i) Repayment of loans for prior care and maintenance (category 1, schedule 3).
 - (ii) Preliminary exploration.
 - (iii) Working capital (for continued care & maintenance and recommencement of mining operations).

3.6 Obligation to subscribe

Whilst Cyan Stone is obliged to take up the minimum subscription referred to in clause 3.2, the subscription for any further Shares by Cyan Stone beyond such minimum subscription is at Cyan Stone's absolute discretion.

4. JOINT DOCA PROPOSAL AND SECOND CREDITOR MEETING

4.1 Joint DOCA Proposal

Following execution of this Agreement, CSD shall provide the Joint DOCA Proposal to the Administrators within two [2] business days.

4.2 Second Creditors Meeting

If the Joint DOCA Proposal is rejected by Creditors at the Second Creditors Meeting, then

- (a) this Agreement shall be terminated, and
- (b) the funds deposited by Cyan Stone into the Deposit Trust Account shall be returned wholly to Cyan Stone including all interest.

5. CSD SHAREHOLDER EGM

If the Joint DOCA Proposal is accepted by the Creditors at the Second Creditors Meeting, CSD shall:

- (a) Call an EGM of its Shareholders within two months of Creditors accepting the Joint DOCA Proposal at the Second Creditors Meeting;
- (b) The EGM of CSD Shareholders shall take place no later than 35 days after the Notice of Meeting is issued to CSD's Shareholders;
- (c) At the EGM, CSD shall ask its Shareholders to consider and approve the items listed in clause 2.1(c), and
- (d) If the result of the EGM is negative with reference to the resolutions relating to clause 2.1(c) then:
 - (i) this Agreement shall be terminated, and
 - (ii) the funds deposited by Cyan Stone into the Deposit Trust Account shall be returned wholly to Cyan Stone including any interest.

6. PURCHASE CONSIDERATION

6.1 Total Consideration

The total quantum of Purchase Consideration is equal to the total number of new shares Cyan Stone agrees to subscribe to as notified by Cyan Stone under clause 3.4 above

multiplied by the issue price as specified in clause 3.1 of this Agreement (**Total Consideration**).

6.2 Applicable Deductions

(a) Cyan Stone may offset the following amounts against the final payment on Settlement:

- (i) all care and maintenance funding provided by Cyan Stone to the Administrators prior to the return of CSD to its Directors for the care and maintenance of CSD and not returned to Cyan Stone by the Administrators prior to Settlement; and
- (ii) all care and maintenance funding provided by Cyan Stone to CSD following the return of CSD to its directors for the care and maintenance of CSD prior to Settlement.

(together, the **Applicable Deductions**).

(b) No deductions can or shall be made from the Joint DOCA Deposit.

7. SETTLEMENT

7.1 Time and Location of Settlement

Settlement shall take place on the Settlement Date at the offices of CSD in Queensland or at such other offices as the Parties may otherwise agree.

7.2 Obligations of Cyan Stone

At or before Settlement, Cyan Stone shall satisfy the Purchase Consideration by transferring to CSD the remainder of the consideration payable equal to the Total Consideration less:

- (a) the Joint DOCA Deposit, and
- (b) any Applicable Deductions under clause 6.2(a) above,

(together, the **Purchase Consideration**).

7.3 Obligations of CSD

At or before Settlement, CSD shall issue the New Shares to Cyan Stone and despatch a new holding statement in respect of the New Shares to Cyan Stone.

7.4 Simultaneous actions at Settlement

In respect of Settlement:

- (a) the obligations of the Parties under this Agreement are interdependent; and

- (b) unless otherwise stated or agreed between the Parties, all actions required to be performed by a Party at Settlement are taken to have occurred simultaneously on the Settlement Date.

8. OBLIGATIONS PRIOR TO SETTLEMENT

Prior to Settlement, CSD:

- (a) must only:
 - (i) attend to the care and maintenance of its existing tenements;
 - (ii) undertake no more than \$1.6 million [one million, six hundred thousand dollars] of exploration activities that have previously been approved; and
 - (iii) such other activities that Cyan Stone may consent to (such consent not to be unreasonably withheld); and
- (b) must not:
 - (i) enter into any commitment, contract or arrangement, other than in the ordinary course of its business;
 - (ii) transfer or acquire any asset, except in the ordinary course of its business;
 - (iii) dispose of or create, increase or permit any Encumbrance over any of its assets, or agree to do so, other than a disposal of its stock in trade in the ordinary course of its business;
 - (iv) allot or issue or agree to allot or issue any Shares or any loan capital or any security convertible into share capital, other than for the conversion of current pre-administration debt specified in categories 3 and 4 of Schedule 3 and current debt incurred during the course of the voluntary administration specified in Schedule 4;
 - (v) reorganise the share capital of CSD by buy-back, reduction or in any other way;
 - (vi) alter its constitution; or
 - (vii) declare or pay any dividend or make any other distribution of its profits.

9. CSD WARRANTIES

CSD and the Administrators, to the best of their knowledge, after making due enquiry, give the following representations and warranties in favour of Cyan Stone on the date of execution of this Agreement and on Settlement Date:

- (a) CSD has full power and authority to enter into and perform its obligations under this Agreement;

- (b) CSD is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation;
- (c) CSD has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;
- (d) the entry into and performance of this Agreement and all documents executed pursuant to this Agreement by CSD does not constitute a breach of any obligation (including any statutory, contractual or fiduciary obligation), or default under any agreement or undertaking by which CSD is bound;
- (e) CSD enters into and performs this Agreement on its own account and not as trustee for or nominee of any other person;
- (f) the schedule of expected continuing employee liabilities as at 19 December 2016 set out in schedule 5 is true and correct as at the date of execution of this Agreement (it being acknowledged that there may be some changes between the date of this Agreement and 19 December 2016);
- (g) the schedule of secured and unsecured creditors of CSD and SPM as at 9 November 2016 set out in schedule 6 is true and correct,

(together the **CSD Warranties**)

10. CYAN STONE WARRANTIES

Cyan Stone gives the following representations and warranties in favour of CSD on the execution of this Agreement and on the Settlement Date:

- (a) Cyan Stone has full power and authority to enter into and perform its obligations under this Agreement;
- (b) Cyan Stone is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation;
- (c) Cyan Stone has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;
- (d) The entry into and performance of this Agreement and all documents executed pursuant to this Agreement by Cyan Stone does not constitute a breach of any obligation (including any statutory, contractual or fiduciary obligation), or default under any agreement or undertaking by which Cyan Stone is bound; and
- (e) Cyan Stone enters into and performs this Agreement on its own account and not as trustee for or nominee of any other person,

(together the **Cyan Stone Warranties**).

11. NOTICES

11.1 Notices in writing

Each notice authorised or required to be given to a Party shall be in legible writing and in English addressed to the Party's address set out in clause 11.2 (or such other address nominated in accordance with clause 11.3).

11.2 Initial address of Parties

The initial address of the Parties shall be as follows:

| Party | Address | Attention | Facsimile | E-mail |
|---------------|---|---|--------------|--|
| CSD | C/- Hall Chadwick Level 40 2 Park Street Sydney NSW 2000 | Blair Pleash and Kathleen Vouris | 02 9263 2800 | bpleash@hallchadwick.com.au kvouris@hallchadwick.com.au |
| Cyan Stone | Level 16 5 Martin Place Sydney NSW 2000 | Mr Wan | | cadenwan@cyanstone.com.au |

11.3 Change of Address

Each Party may from time to time change its address by giving notice pursuant to clause 11.1 to the other Parties.

11.4 Receipt of notice

Any notice given under this Agreement will be conclusively deemed to have been received:

- (a) in the case of personal delivery, on the actual day of delivery;
 - (i) if sent by mail, two (2) Business Days from and including the day of posting;
or
 - (ii) if sent by facsimile, when a facsimile confirmation receipt is received indicating successful delivery; or
 - (iii) if sent by e-mail, when a delivery confirmation report is received by the sender which records the time that the e-mail was delivered to the addressee's e-mail address (unless the sender receives a delivery failure notification indicating that the e-mail has not been delivered to the addressee),
- (b) but if the delivery or receipt is on a day that is not a Business Day or is after 5:00 pm (addressee's time) it is regarded as received at 9:00 am on the following Business Day.

12. NO ASSIGNMENT

No Party to this Agreement may assign or purport to assign its rights or obligations under this Agreement.

13. COSTS

13.1 Duty

All Duty assessed on or in respect of this Agreement shall be paid by Cyan Stone.

13.2 Legal costs

Each Party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this Agreement.

14. FURTHER ASSURANCE

Each Party shall sign, execute and do all deeds, acts, documents and things as may reasonably be required by the other Party to effectively carry out and give effect to the terms and intentions of this Agreement.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law from time to time in the State of Queensland and the Parties agree to submit to the non-exclusive jurisdiction of the courts of Queensland and the courts which hear appeals therefrom.

16. VARIATION

No modification or alteration of the terms of this Agreement shall be binding unless made in writing dated subsequent to the date of this Agreement and duly executed by the Parties.

17. MISCELLANEOUS

17.1 Severance

If any provision of this Agreement is invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provision, shall be and continue to be valid and forceful in accordance with their terms.

17.2 Entire Agreement

This Agreement shall constitute the sole understanding of the Parties with respect to the subject matter and replaces all other agreements with respect thereto.

17.3 Counterparts

This Agreement may be executed in any number of counterparts (including by way of facsimile) each of which shall be deemed for all purposes to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

17.4 Time

Time shall be of the essence in this Agreement in all respects.

18. CHANGE OF BOARD

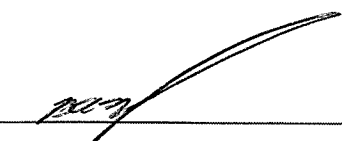
Following satisfaction of the Conditions Precedent in Clause 2.1 and the issuance of new Shares to Cyan Stone under this Agreement such that Cyan Stone holds more than 50% of the issued capital of CSD, CSD will hold a Board meeting at which:

- (a) all members of the current board will resign with the exception of the Managing Director/Joint Chairman; and
- (b) a new Board will be formed consisting of a majority nominated by Cyan Stone.

This clause is not a Condition Precedent to Settlement of this Agreement.

The Parties have caused their duly authorised representatives to execute this Agreement as of the 10th day of November 2016.

EXECUTED BY)
CONSOLIDATED TIN MINES LIMITED)
(ADMINISTRATORS APPOINTED))
ACN 126 634 606)
in accordance with section 127 of the)
Corporations Act:)



Administrator Appointed



Administrator Appointed

EXECUTED BY)
CYAN STONE PTY LTD)
ACN 606 864 840)
in accordance with section 127 of the)
Corporations Act:)



Sole Director

SCHEDULE 1

Particulars of the Company

| | |
|---------------------------|--|
| ACN: | 126 634 606 |
| Registered Office: | 395 Lake Street Cairns, Queensland 4870 |
| Place of incorporation: | Perth, Western Australia |
| Administrators Appointed: | Blair Alexander Pleash and Kathleen Elizabeth Vouris Hall Chadwick Sydney Level 40, 2 Park Street Sydney NSW 2000 |
| Directors: | Ralph De Lacey Kwok Ching Tsoi Ze Huang Cai SiHe Tong XiaoYan Tong (as Alternate for SiHe Tong) |
| Secretary: | Ze Huang Cai |
| Auditor: | KPMG Sydney Level 38, Tower Three International Towers Sydney 300 Barangaroo Avenue Sydney NSW 2000 |
| Capital structure: | 889,770,521 issued Ordinary Shares |

SCHEDULE 2

Joint Deed of Company Arrangement Proposal

SCHEDULE 3

DOCA Proposal Schedule 1

Category 1 - C&M Loan to be repaid in full by the company

| Name / Item | Amount | Conversion Price Per Share |
|----------------------------|---------------------------------|----------------------------|
| Ming Huang Trading Limited | \$2,683,941.27 | N/A |
| Cyan Stone Pty Ltd | \$900,000.00 (as at 9.11.16) | N/A |

Category 2 - Debt to be resolved between the specified creditors and SPM by the distribution of ordinary shares in CSD to the specified creditors or their nominees

| Name / Item | Amount | Conversion Price Per Share |
|--|-----------------|----------------------------|
| ARM (NQ) Pty Ltd | \$2,073,912.92 | N/A |
| Snow Peak International Investment Ltd | \$15,035,868.68 | N/A |

Category 3 - Debt to be converted to equity at share value \$0.025c

| Name / Item | Amount | Conversion Price Per Share |
|---|-----------------|----------------------------|
| Snow Peak Global Company Limited | \$10,490,410.96 | \$0.025 |
| Snow Peak International Investment Limited | \$4,323,396.28 | \$0.025 |
| Snow Peak Mining Pty Ltd | \$971,705.43 | \$0.025 |
| Snow Peak Mining Pty Ltd To be distributed to: - ARM (NQ) Pty Ltd - Snow Peak International Investment Ltd Or their nominees per Category 2 | \$17,109,781.60 | \$0.025 |

Category 4 - Debt to be converted to equity at share value \$0.012615

| Name / Item | Amount | Conversion Price Per Share |
|--|--------------|----------------------------|
| ARM (NQ) Pty Ltd | \$118,169.00 | \$0.012615 |
| WorkForce One Pty Ltd | \$812,776.18 | \$0.012615 |
| NQ Mining Enterprises Pty Ltd | \$49,459.62 | \$0.012615 |
| Shinewarm Resources (HK) Group | \$50,474.66 | \$0.012615 |
| Ralph De Lacey | \$2,865.06 | \$0.012615 |
| Ze Huang Cai | \$2,800.30 | \$0.012615 |
| Billy Zhou | \$4,988.65 | \$0.012615 |
| CSD Directors deferred salary: <ul style="list-style-type: none"> - Ze Huang Cai (\$143,326.21) - Ralph De Lacey (\$148,609.58) - Darryl Harris (\$16,236.13) - Xiaoyan Tong (\$16,819.46) - Kwok Ching Tsoi (\$73,744.40) | \$398,735.78 | \$0.012615 |

SCHEDULE 4

Debts owed to Directors and Directors' related parties not paid during Administration and now owed by the company for the period 19 July 2016 to 20 December 2016.

| Name / Item | Amount | Conversion Price Per Share |
|---|--------------|----------------------------|
| CSD Directors deferred salary | \$212,882.42 | \$0.012615 |
| <ul style="list-style-type: none"> - Ze Huang Cai (\$78,758.60) - Ralph De Lacey (\$89,592.02) - Kwok Ching Tsoi (\$30,045.67) - Seraphina Tong (\$14,486.13) | | |
| Ze Huang Cai – reimbursements not in DOCA | \$16,030.85 | \$0.012615 |
| Billy Zhou – reimbursements not in DOCA | \$15,077.95 | \$0.012615 |
| ARM (NQ) Pty Ltd- Total owing | \$54,967.74 | \$0.012615 |
| NQ Mining Enterprises Pty Ltd - Total owing | \$29,886.63 | \$0.012615 |

SCHEDULE 5

Continuing employee liabilities as at 19 December 2016

Spreadsheet attached

Consolidated Tin Mines Limited (Administrators Appointed)

Employee Entitlements (Continuing Employees) Estimated as at 19 December 2016

| Last Name | First Name | Superannuation | | Annual Leave | | LSL | |
|------------|-------------------|----------------|----------------|----------------|----------------|----------------|----------------|
| | | Hall | Company | Hall | Company | Hall | Company |
| | | Chadwick | Records | Chadwick | Records | Chadwick | Records |
| Abbey | Fiona | 17,215 | 16,100 | 2,062 | 2,038 | - | - |
| Abbott | Colin | 18,797 | 17,639 | 18,721 | 17,392 | - | - |
| Cai | Ze Huang (Martin) | 31,601 | 32,775 | 92,604 | 92,324 | - | - |
| Calvi | Anne-Marie | 14,658 | 13,720 | 14,045 | 13,872 | - | - |
| Centis | John | 17,949 | 16,800 | 18,730 | 8,693 | - | - |
| De Lacey | Ralph | 47,173 | 45,193 | 175,713 | 170,378 | 53,686 | 53,986 |
| Dittman | Keith | 18,439 | 17,199 | 16,242 | 15,701 | - | - |
| Godfrey | Christopher | 33,380 | 30,000 | 16,640 | 16,586 | - | - |
| Halstead | Stephen | 21,377 | 22,230 | 7,595 | - | - | - |
| Kuether | Simon | 9,884 | 19,600 | 7,489 | 7,502 | - | - |
| Lowthian | Natalie | 10,419 | 10,500 | 2,216 | 2,201 | - | - |
| McCahon | Allan | 11,611 | 10,925 | 19,512 | 19,697 | - | - |
| McIntyre | Rebecca | 21,024 | 19,600 | 17,902 | 13,392 | - | - |
| Nowochatko | Mark | 10,528 | 8,835 | 9,566 | 9,574 | 14,647 | 14,630 |
| Payne | David | 10,826 | 9,025 | 21,101 | 22,063 | 14,139 | 14,135 |
| Payne | Tom | 18,912 | 11,875 | 23,888 | 25,412 | 19,732 | 19,727 |
| Raymer | Victoria | 6,074 | 5,600 | 4,025 | 3,248 | - | - |
| Tong | Seraphina | 5,213 | 4,900 | - | - | - | - |
| Tsoi | Kwok Ching (Alex) | 16,626 | 17,243 | 49,261 | 49,113 | - | - |
| Wakeford | Dale | 13,933 | 12,600 | 8,456 | 7,193 | - | - |
| Walker | Roger | 11,334 | 9,500 | 26,660 | 27,467 | 15,786 | 15,781 |
| West | Rodney | 20,940 | 19,600 | 57,511 | 58,662 | 20,698 | 21,906 |
| Young | Eliza-Jane | 17,988 | 19,600 | 26,254 | 26,129 | 20,236 | 20,306 |
| Zhou | Billy | 7,446 | 6,964 | 6,109 | 5,985 | - | - |
| | Total | 413,345 | 398,022 | 642,303 | 614,624 | 158,924 | 160,471 |

SCHEDULE 6

Schedule of secured and unsecured creditors of CSD as at 9 November 2016

Spreadsheet attached

Consolidated Tin Mines Limited (Administrators Appointed)

Unsecured Unrelated Creditors

| Name | RATA | Claimed | Control Value |
|--|---------|---------|---------------|
| Aggreko Generator Rentals Pty Ltd | 112,674 | 92,436 | 92,436 |
| AIA Insurance | 54,965 | - | 54,965 |
| ALS - Australian Laboratory Services Pty Ltd | 15,790 | - | 15,790 |
| ALS Metallurgy Pty Ltd ATF Ammtec Unit Trust | 3,824 | 3,824 | 3,824 |
| Ambition Uniforms | 2,735 | 2,735 | 2,735 |
| AMC Consultants Pty Ltd | 28,280 | 62,791 | 62,791 |
| Applied Industrial Technologies Pty Ltd | 4,746 | 4,746 | 4,746 |
| Aqualyng ICES Pty Ltd | 954 | - | 954 |
| ASX Settlement Pty Limited | 102 | - | 102 |
| ATC Williams Pty Ltd | 225,009 | 233,946 | 233,946 |
| ATCO Structures & Logistics Pty Ltd | 26,536 | 31,086 | 31,086 |
| Atherton DDS-(Wadley's) | 289 | - | 289 |
| Atherton Locksmiths | 1,009 | - | 1,009 |
| Atherton Supa IGA | 1,840 | 1,840 | 1,840 |
| Atlas Copco Mining and Rock Excavation Australia | 62,708 | 56,618 | 56,618 |
| Ausdraulics | 116,899 | 117,436 | 117,436 |
| Australasian Training & Education Centre | 700 | - | 700 |
| Australia Post | 48 | 48 | 48 |
| Australian Fluid Handling Pty Ltd T/A AFH Techflow | 12,887 | 12,887 | 12,887 |
| Australian Taxation Office - BAS | 62,148 | - | 62,148 |
| Avalon Group Services | 2,712 | 2,712 | 2,712 |
| Bars Auto Electrical | 6,906 | - | 6,906 |
| BDO (Nth Qld) | 19,092 | - | 19,092 |
| Becker NCS Pty Ltd | 2,169 | - | 2,169 |
| Beer & Co | 1,475 | 1,320 | 1,320 |
| Billy Zhou | 4,989 | - | 4,989 |
| Blackwoods | 1,834 | - | 1,834 |
| Blake Machinery | 220 | 220 | 220 |
| BOC Limited | 14,213 | - | 14,213 |
| Burgess Laser Aligning Pty Ltd | 36,993 | - | 36,993 |
| Cadden Crowe | 23,897 | - | 23,897 |
| Cairns Colonial Club Resort | 501 | - | 501 |
| Cairns Local Cleaning Services | 2,657 | - | 2,657 |
| Cairns Regional Council | 26 | - | 26 |
| Cairns Scuba Air | 3,009 | 3,009 | 3,009 |
| Cairns Sheridan Hotel | 746 | 746 | 746 |
| Caldan Electrical | 1,144 | 1,452 | 1,452 |
| Cement Australia Pty Ltd | 62,654 | 61,082 | 61,082 |
| Chris Dempsey Cranes | 36,692 | - | 36,692 |
| CJD Equipment Pty Ltd | 36,220 | 36,220 | 36,220 |
| Clijost Pty Ltd t/a 4x4 FNQ | 10,948 | 10,948 | 10,948 |
| Como Engineers Pty Ltd | 77,000 | 77,000 | 77,000 |
| Conway Auto Electrical | 40,677 | - | 40,677 |
| Coxen Chemicals | 730 | 730 | 730 |
| Cristaudo's Industrial Electrics | 10,269 | 10,269 | 10,269 |
| CSIRO | 13,970 | - | 13,970 |
| D & J Johnston Transport | 29,040 | 29,040 | 29,040 |
| Darnell Engineering & Hire Pty Ltd | 3,169 | - | 3,169 |
| Dassault Systemes GEOVIA Australia Pty Ltd | 19,880 | 19,880 | 19,880 |
| Davey Bickford | 103,486 | 103,486 | 103,486 |
| Dell Australia Pty Limited | 1,555 | - | 1,555 |
| Dempers & Seymour Pty Ltd | - | 18,908 | 18,908 |
| Department of Natural Resources & Mines | 36,419 | - | 36,419 |

Consolidated Tin Mines Limited (Administrators Appointed)

Unsecured Unrelated Creditors

| Name | RATA | Claimed | Control Value |
|--|---------|---------|---------------|
| Department of Natural Resources & Mines | 22,342 | 22,342 | 22,342 |
| Dept of Environment & Heritage Protection | 102,775 | 103,491 | 103,491 |
| Diverse Equipment Services | 1,560 | - | 1,560 |
| Drifter Parts Australia | 13,687 | - | 13,687 |
| Earth Test | 4,130 | 4,130 | 4,130 |
| East-West Fire Services | 1,795 | - | 1,795 |
| Ecowise T/A ALS Water Resources Group | 193 | - | 193 |
| Emeco International Pty Limited | 152,405 | 161,862 | 161,862 |
| Endeavour Corporate | 19,878 | 19,878 | 19,878 |
| Ergon Energy | 2,040 | - | 2,040 |
| Errol Fitzgerald | 7,000 | - | 7,000 |
| ESRI Australia Pty Ltd | 4,268 | - | 4,268 |
| Ewamian Aboriginal Corporation | 1,253 | - | 1,253 |
| FEECO International | 48,934 | - | 48,934 |
| FEECO International Australia | 5,500 | - | 5,500 |
| First Response Australia Pty Ltd | 4,043 | - | 4,043 |
| FNQ Filters & Parts | 3,926 | 3,926 | 3,926 |
| Foodworks Ravenshoe | 374 | - | 374 |
| Fuchs Lubricants (Australasia) Pty Ltd | 11,136 | - | 11,136 |
| Fuelfix Pty Ltd | 7,383 | 12,019 | 12,019 |
| Gandolph Power Quality | 2,648 | 2,648 | 2,648 |
| GHD Pty Ltd | 34,418 | 35,028 | 35,028 |
| Global Pumps | 781 | - | 781 |
| Grand United Corporate Health Limited | 15,891 | - | 15,891 |
| Green Consulting Group Pty Ltd T/A GCG Health | 14,762 | 14,762 | 14,762 |
| Ground Control Engineering Pty Ltd | 6,419 | - | 6,419 |
| GTB Engineering Pty Ltd | 31,999 | - | 31,999 |
| Gulf General Freight | 1,513 | - | 1,513 |
| Hach Pacific Pty Ltd | 167 | - | 167 |
| Harry's Backhoe Hire | 3,300 | 3,300 | 3,300 |
| Hastings Deering (Australia) Limited | 6,868 | - | 6,868 |
| Hayden Shorey Mechanical | 1,359 | - | 1,359 |
| HCL Investment Trust | 11,088 | 11,088 | 11,088 |
| H-E Parts International Crushing Solutions Pty Ltd | 68,039 | 68,039 | 68,039 |
| Hip Pocket Workwear & Safety | 4,105 | - | 4,105 |
| HotAir Conferencing Pty Ltd | 166 | - | 166 |
| IBS Engineering Supplies | 17,536 | 17,990 | 17,990 |
| Instrument Choice | 350 | - | 350 |
| Intertek Testing Services (Australia) Pty Ltd | 3,002 | 3,706 | 3,706 |
| Ivan Searston | 480 | - | 480 |
| IXOM Operations Pty Ltd | 98,599 | - | 98,599 |
| Jacobs Group (Australia) Pty Ltd | 4,620 | - | 4,620 |
| JCS Underground Construction | - | 18,255 | 18,255 |
| JOHNEX Explosives | 220,002 | 225,005 | 225,005 |
| Komatsu Australia Pty Ltd | 3,466 | - | 3,466 |
| KPMG | 50,086 | 73,582 | 73,582 |
| LHS Rocktools (Australia) Pty Ltd | 161,293 | 161,293 | 161,293 |
| LaneWorksafe Pty Ltd | 1,547 | - | 1,547 |
| Lawrence & Hanson | 15,976 | - | 15,976 |
| Ledge Finance Ltd | 421,683 | - | 421,683 |
| Litesteel Technologies Pty Ltd | - | 192,021 | 192,021 |
| Livingstone International Pty Limited | 278 | - | 278 |
| LNT Chemicals | 36,168 | - | 36,168 |

Consolidated Tin Mines Limited (Administrators Appointed)

Unsecured Unrelated Creditors

| Name | RATA | Claimed | Control Value |
|---|-----------|-----------|---------------|
| Luke Schuch Auto Eng & Towing | 8,218 | - | 8,218 |
| Mainline Boring Pty Ltd | 6,121 | - | 6,121 |
| Maintenance Technique Pty Ltd | 7,469 | 7,469 | 7,469 |
| Mancala Mine Services Pty Ltd | 212,759 | 283,159 | 283,159 |
| Marano's Fuel | 296,693 | 296,693 | 296,693 |
| Maxitool Mining | 80,408 | 100,408 | 100,408 |
| McBride Transport | 8,000 | - | 8,000 |
| Mining & Civil Recruitment Pty Ltd | 101,293 | 101,293 | 101,293 |
| Miriwinni Lime | 525 | 525 | 525 |
| MM Electrical Merchandising | 8,579 | 8,579 | 8,579 |
| MolyCop | 192,021 | 192,021 | 192,021 |
| MSD Mining Solutions Pty Ltd | 223,477 | 411,851 | 411,851 |
| MYOB Australia Pty Ltd | 1,320 | - | 1,320 |
| Nindethana Seed Service | 47 | - | 47 |
| Normist Pty Ltd (NQ Fasteners and Lifting) | 4,684 | - | 4,684 |
| North Queensland X-Ray Services | 225 | - | 225 |
| North Sheridan Pty Ltd | - | 150,737 | 150,737 |
| Northern Iron and Brass Foundry Pty Ltd | 10,452 | 10,452 | 10,452 |
| Northern Resource Consultants | 20,636 | - | 20,636 |
| Northern Suppliers Pty Ltd | 14,474 | 14,349 | 14,349 |
| Northern Water | 900 | - | 900 |
| NorWest Gate Roadhouse | 2,621 | 2,607 | 2,607 |
| NQ Drill Sharpening | 2,610 | - | 2,610 |
| NQ Laundry Tech Services Pty Ltd | 210 | - | 210 |
| NSS Port Logistics Pty Ltd | 3,683 | 43,219 | 43,219 |
| Oakdare Holdings Pty Ltd | 2,432,244 | 2,627,088 | 2,627,088 |
| O'Connell Plumbing | 380 | - | 380 |
| Office Of State Revenue - Nsw | 191 | - | 191 |
| Office of State Revenue - QLD | 1,488,369 | 1,519,536 | 1,519,536 |
| Officeworks Cairns | 850 | - | 850 |
| Orica Australia Pty Ltd | - | 98,599 | 98,599 |
| OSMOFLO Water Supply Pty Ltd | 330,232 | 330,232 | 330,232 |
| Outotec Pty Ltd | 75,202 | 72,402 | 72,402 |
| Pacific Data Systems Pty Ltd | 633 | - | 633 |
| Parasol EMT (Central QLD) | 1,887 | - | 1,887 |
| Patterson Enterprises Pty Ltd | 1,455 | 1,455 | 1,455 |
| Phoenix Steel Sales Pty Ltd | 96,775 | 99,330 | 99,330 |
| Pit N Portal Equipment Hire Pty Ltd | 110,301 | 286,132 | 286,132 |
| Pivotel Satellite Pty Ltd | 200 | - | 200 |
| Port of Townsville Limited | 121,936 | 122,948 | 122,948 |
| Prestige Universal Mining Pumps | 71,501 | 65,334 | 65,334 |
| Preston Law | 18,931 | - | 18,931 |
| Prime Print Pty Ltd | 5,295 | 5,295 | 5,295 |
| Professional Power Management Pty Ltd | 10,388 | 10,388 | 10,388 |
| Protech Power | 1,353 | - | 1,353 |
| QATC - Rural Training Queensland | 620 | - | 620 |
| QML Pathology | 7,522 | - | 7,522 |
| QuedTech Pty Ltd | 26,226 | 26,226 | 26,226 |
| Queensland Air Compressors | 3,699 | - | 3,699 |
| Queensland Health | 61 | - | 61 |
| Radiation Health Licensing Health Protection Unit | 230 | - | 230 |
| Ravenshoe Hardware | 67 | - | 67 |
| Redox Pty Ltd | 44,601 | 44,601 | 44,601 |

Consolidated Tin Mines Limited (Administrators Appointed)

Unsecured Unrelated Creditors

| Name | RATA | Claimed | Control Value |
|--|------------------|------------------|-------------------|
| Regal Beloit Australia Pty Ltd | 7,084 | 7,084 | 7,084 |
| Remote Control Technologies Pty Ltd | - | 1,100 | 1,100 |
| Remote Training Service | 700 | - | 700 |
| Response Medical Pty Ltd | 6,655 | 6,655 | 6,655 |
| Rise Mining Developments Pty Ltd T/A DD Grout | 7,140 | 7,140 | 7,140 |
| Royal Flying Doctors Service of Australia | 22 | - | 22 |
| Royalco Resources Limited | 115,523 | 115,523 | 115,523 |
| RPM Enviro | 272 | - | 272 |
| S + J Works Pty Ltd T/A Bennic Calibration & Testing | 4,392 | 4,392 | 4,392 |
| Safe Option Solutions | 200 | - | 200 |
| Safety & Emergency Training (NQ) Pty Ltd | 17,838 | - | 17,838 |
| Sandvik Mining and Construction Australia Pty Ltd | 43,636 | - | 43,636 |
| Satellite Phone Sales | 352 | 440 | 440 |
| Security Transfer Registrars Pty Ltd | 4,100 | - | 4,100 |
| SGS Australia Pty Ltd | 106,726 | - | 106,726 |
| Shangri La Cairns | 1,943 | - | 1,943 |
| Skill360 Australia | 1,300 | - | 1,300 |
| Smithfield Medical Centre | 747 | - | 747 |
| Smith's Maintenance Services | 9,037 | - | 9,037 |
| Specialist Mail Services | 3,758 | 3,758 | 3,758 |
| Stantons International Securities | 2,365 | 2,365 | 2,365 |
| Steinepreis Paganin Law Practice Trust Account | 12,733 | 12,784 | 12,784 |
| Steve's Mowing & Odd Jobs | 900 | - | 900 |
| Streamline Hydro Pty Ltd | 1,640 | - | 1,640 |
| Tableland Pumps & Pipes | 22,913 | 23,159 | 23,159 |
| Tablelands Regional Council | 15,419 | 6,101 | 6,101 |
| Teco Australia Pty Ltd | 29,578 | 29,578 | 29,578 |
| Telstra Corporation Ltd | 37,672 | - | 37,672 |
| Terrenus Earth Sciences | 440 | - | 440 |
| Texcel Pty Ltd | 1,084 | - | 1,084 |
| The Express Newspaper | 199 | - | 199 |
| Thermo Fisher Scientific | 824 | - | 824 |
| Toll Ipec Pty Ltd | 56,217 | 59,688 | 59,688 |
| Tosco Office National | 1,926 | - | 1,926 |
| Townsville Customs & Forwarding Services Pty Ltd | 390 | - | 390 |
| Toyota Fleet Management (Sargent Rental) | 3,688 | - | 3,688 |
| Transpacific (NQ Resource Recovery Pty Ltd) | 45,632 | - | 45,632 |
| Transpacific Cleanaway Pty Ltd | 285 | - | 285 |
| Tutt Bryant Hire | 144,704 | - | 144,704 |
| Tyreright Ravenshoe | 4,759 | 4,759 | 4,759 |
| Urethane Manufacturers of Australia Pty Ltd | 46,750 | - | 46,750 |
| Valvoline (Australia) Pty Ltd | 18,520 | - | 18,520 |
| Weir Minerals Australia Ltd | 27,669 | 27,669 | 27,669 |
| Western Diagnostic Pathology | 128 | - | 128 |
| Wormald (TYCO) | 9,629 | 9,624 | 9,624 |
| Yokogawa Australia Pty Ltd | 13,579 | 13,579 | 13,579 |
| Total | 9,882,300 | 9,420,107 | 11,136,933 |

Consolidated Tin Mines Limited (Administrators Appointed)

Unsecured Related Creditors

| Related Party Creditors | Amount (\$) |
|--|-------------------|
| ARM (QLD) Pty Ltd | 118,169 |
| NQ Mining Enterprises Pty Ltd | 49,460 |
| Snow Peak (Aust) Investment Pty Ltd | 5,629 |
| Snow Peak Global Company Limited | 10,490,411 |
| Snow Peak International Investments | 4,239,000 |
| Snow Peak Mining Pty Ltd (Administrators Appointed) | 18,081,487 |
| Workforce One Pty Ltd | 815,859 |
| Total | 33,800,015 |

Snow Peak Mining Pty Ltd (Administrators Appointed)

| Secured Creditors | RATA | Claimed | Control Value |
|---|------------------|--------------------|--------------------------|
| Royal Gold, Inc. | 205,354 | 205,354 | 205,354 |
| Total | 205,354 | 205,354 | 205,354 |
| Unrelated Unsecured Creditors | RATA | Claimed | Control Value |
| Aggreko Generator Rentals Pty Ltd | - | 49,221 | 49,221 |
| Alfred H Knight | 8,809 | - | 8,809 |
| Australian Taxation Office - FBT | 104,903 | - | 104,903 |
| Department of Natural Resources & Mines | 152,928 | 112,726 | 112,726 |
| Dept of Environment & Heritage Protection | 4,266 | - | 4,266 |
| Ergon Energy | 1,791,355 | - | 1,791,355 |
| Etheridge Shire Council | 337,261 | - | 337,261 |
| Ewamian Aboriginal Corporation | 1,540 | - | 1,540 |
| Glenn Mosch | 11,880 | 14,520 | 14,520 |
| GTB Engineering Pty Ltd | 365 | - | 365 |
| Hopgood Ganim Lawyers | 8,319 | - | 8,319 |
| JCS Underground Construction | 18,255 | - | 18,255 |
| Laboratory Services International BV | - | 4,354 | 4,354 |
| Metso Minerals (Australia) Limited | 205,193 | 205,193 | 205,193 |
| MRI Trading | 159,000 | - | 159,000 |
| Northern Suppliers Pty Ltd | 3,602 | - | 3,602 |
| Office of State Revenue - QLD | 1,904,712 | 5,533,620 | 5,533,620 |
| Orica Australia Pty Ltd | 81,548 | 81,548 | 81,548 |
| Preston Law | 731 | - | 731 |
| QML Pathology | 46 | - | 46 |
| Queensland Transport | 4,128 | - | 4,128 |
| Radiation Health Licensing Health Protection Unit | 230 | - | 230 |
| Royalco Resources Limited | - | 246,699 | 246,699 |
| SGS Europe | 109,403 | - | 109,403 |
| SGS Nederland BV | 4,670 | - | 4,670 |
| Shinewarm Resources (HK) Group Ltd | 50,475 | - | 50,475 |
| Sullivan Nicolaides Pathology | 194 | - | 194 |
| Tablelands Regional Council | 17,008 | 19,470 | 19,470 |
| Townsville Customs & Forwarding Services Pty Ltd | 715 | - | 715 |
| Total | 4,981,535 | 6,267,351 | 8,875,617 |

Snow Peak Mining Pty Ltd (Administrators Appointed)

| Related Unsecured Creditors | RATA | Claimed | Control Value |
|---|-------------------|-------------------|----------------------|
| ARM (NQ) Pty Ltd | 2,073,913 | 2,073,913 | 2,073,913 |
| Snow Peak International Investments Pty Ltd | 15,035,869 | 15,035,869 | 15,035,869 |
| Total | 17,109,782 | 17,109,782 | 17,109,782 |

THIS AGREEMENT is made the 14th day of

December

2016

BETWEEN

CONSOLIDATED TIN MINES LTD (subject to Deed of Company Arrangement) (ACN 126 634 606) of 395 Lake Street, Cairns North QLD 4870 (**CSD**);

AND

Cyan Stone Pty Ltd (ACN 606 864 840) of Level 16, 5 Martin Place, Sydney NSW 2000 (**Cyan Stone**)

RECITALS

- A. The Parties entered into a Share Subscription Agreement on 10 November 2016.
 - B. The Parties wish to vary the Share Subscription Agreement on the terms as set out in this Deed of Variation.
-

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

Deed and **this Deed** means the Deed of Variation constituted by this document and includes the recitals.

Share Subscription Agreement means the share subscription agreement between CSD and Cyan Stone dated 10 November 2016 and the subscription of shares in CSD by Cyan Stone as contemplated in that agreement.

1.2 Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect its interpretation, and unless the context indicates a contrary intention;
- (b) an obligation or liability assumed by, or a right conferred on, 2 or more Parties binds or benefits all of them jointly and each of them severally;
- (c) the expression person includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any Party includes that Party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;

- (e) a reference to any document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;
- (h) reference to Parties, clauses, schedules, exhibits or annexures are references to Parties, clauses, schedules, exhibits and annexures to or of this Agreement and a reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;
- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning, and
- (j) a reference to \$ or dollar is to Australian currency.

1.3 Incorporated definitions from Share Subscription Agreement

In this Deed a term or expression which is used in this Deed and which is defined in the Share Subscription Agreement has the meaning given to that term or expression in, or in the context of, the Share Subscription Agreement.

2. VARIATION TO MINIMUM SUBSCRIPTION

Clause 3.2 of the Share Subscription Agreement shall be deleted and replaced with a new clause 3.2 as set out below:

3.2 Minimum Subscription

Cyan Stone agrees to subscribe to a minimum of 1,981,767,737 [one billion, nine hundred eighty one million, seven hundred sixty seven thousand, seven hundred and thirty seven] new Ordinary shares in the capital of CSD at an issue price of \$0.012615 [zero point zero one two six one five dollars] per share, for an aggregate amount of \$25 million [twenty five million dollars] provided that:

- (a) only \$10 million [ten million dollars] of this is used in relation to the Joint DOCA Proposal; and*
- (b) the balance of \$15 million [fifteen million dollars] is retained by CSD for repayment of loans for prior care and maintenance (category 1, schedule 3), ongoing post administration working capital, exploration and care and maintenance costs.*

3. VARIATION TO USE OF SUBSCRIPTION PROCEEDS

Clause 3.5 of the Share Subscription Agreement shall be deleted and replaced with a new clause 3.5 as set out below:

3.5 Use of subscription proceeds

CSD must apply the subscription monies for the purposes and in the order of precedence as listed below:

- (a) Joint DOCA Deposit \$10,000,000.00
- (b) Repayment of loans for prior care and maintenance (category 1, schedule 3)
- (c) Working capital (for continued care & maintenance and recommencement of mining operations)
- (d) Preliminary exploration

4. GOVERNING LAW

This Deed shall be governed by and construed in accordance with the law from time to time in the State of Queensland and the Parties agree to submit to the non-exclusive jurisdiction of the courts of Queensland and the courts which hear appeals therefrom.

5. VARIATION

No modification or alteration of the terms of this Deed shall be binding unless made in writing dated subsequent to the date of this Deed and duly executed by the Parties.

6. MISCELLANEOUS

6.1 Severance

If any provision of this Deed is invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provision, shall be and continue to be valid and forceful in accordance with their terms.

6.2 Entire Agreement

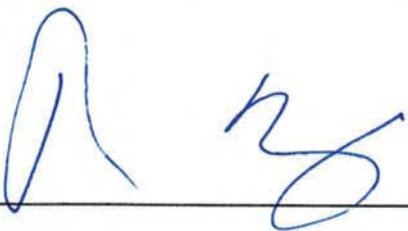
This Deed shall constitute the sole understanding of the Parties with respect to the subject matter and replaces all other agreements with respect thereto.

6.3 Counterparts


This Deed may be executed in any number of counterparts (including by way of facsimile) each of which shall be deemed for all purposes to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

The Parties have caused their duly authorised representatives to execute this Deed as of the 14th day of December 2016.

EXECUTED BY)
CONSOLIDATED TIN MINES LIMITED)
(SUBJECT TO DEED OF COMPANY ARRANGEMENT))
ACN 126 634 606)
in accordance with section 127 of the Corporations)
Act:)

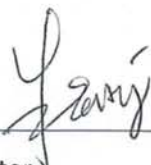


Director

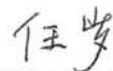


Director


EXECUTED BY)
CYAN STONE PTY LTD)
ACN 606 864 840)
in accordance with section 127 of the Corporations)
Act:)



Sole Director



Witness



Name of Witness

THIS AGREEMENT is made the 6th day of January 2017

BETWEEN

CONSOLIDATED TIN MINES LTD (subject to Deed of Company Arrangement) (ACN 126 634 606) of 395 Lake Street, Cairns North QLD 4870 (**CSD**);

AND

Cyan Stone Pty Ltd (ACN 606 864 840) of Level 16, 5 Martin Place, Sydney NSW 2000 (**Cyan Stone**)

RECITALS

- A. The Parties entered into a Share Subscription Agreement on 10 November 2016.
 - B. The Parties varied the Share Subscription Agreement with a Deed of Variation on 14 December 2016.
 - C. The Parties wish to vary the Share Subscription Agreement on the terms as set out in this Deed of Variation.
-

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

Deed and **this Deed** means the Deed of Variation constituted by this document and includes the recitals.

Share Subscription Agreement means the share subscription agreement between CSD and Cyan Stone dated 10 November 2016 and the subscription of shares in CSD by Cyan Stone as contemplated in that agreement.

1.2 Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect its interpretation, and unless the context indicates a contrary intention;
- (b) an obligation or liability assumed by, or a right conferred on, 2 or more Parties binds or benefits all of them jointly and each of them severally;
- (c) the expression person includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;

- (d) a reference to any Party includes that Party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;
- (e) a reference to any document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;
- (h) reference to Parties, clauses, schedules, exhibits or annexures are references to Parties, clauses, schedules, exhibits and annexures to or of this Agreement and a reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;
- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning, and
- (j) a reference to \$ or dollar is to Australian currency.

1.3 Incorporated definitions from Share Subscription Agreement

In this Deed a term or expression which is used in this Deed and which is defined in the Share Subscription Agreement has the meaning given to that term or expression in, or in the context of, the Share Subscription Agreement.

2. VARIATION TO DEFINITIONS

2.1 End Date

The definition of End Date as defined in clause 1.1 of the Share Subscription Agreement shall be deleted and replaced with a new definition as set out below:

End Date means 30 June 2017 (or such later date as is agreed between the Parties).

2.2 Settlement Date

The definition of Settlement Date as defined in clause 1.1 of the Share Subscription Agreement shall be deleted and replaced with a new definition as set out below:

Settlement Date means that date which is 20 [twenty] Business Days after the satisfaction of the conditions precedent as set out in clause 2.1(c)(iii) and 2.1(c)(iv), and the satisfaction or waiver of the other Conditions Precedent (or such other date as may be agreed).

3. VARIATION TO CSD SHAREHOLDER EGM

Clause 5(a) of the Share Subscription Agreement shall be deleted and replaced with a new clause 5(a) as set out below:

(a) Call an EGM of its Shareholders within six months of Creditors accepting the Joint DOCA Proposal at the Second Creditors Meeting, or as otherwise agreed between the parties in writing

4. GOVERNING LAW

This Deed shall be governed by and construed in accordance with the law from time to time in the State of Queensland and the Parties agree to submit to the non-exclusive jurisdiction of the courts of Queensland and the courts which hear appeals therefrom.

5. VARIATION

No modification or alteration of the terms of this Deed shall be binding unless made in writing dated subsequent to the date of this Deed and duly executed by the Parties.

6. MISCELLANEOUS

6.1 Severance

If any provision of this Deed is invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provision, shall be and continue to be valid and forceful in accordance with their terms.

6.2 Entire Agreement

This Deed shall constitute the sole understanding of the Parties with respect to the subject matter and replaces all other agreements with respect thereto.

6.3 Counterparts

This Deed may be executed in any number of counterparts (including by way of facsimile) each of which shall be deemed for all purposes to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

The Parties have caused their duly authorised representatives to execute this Deed as of the 6th day of January 2017.

EXECUTED BY)
CONSOLIDATED TIN MINES LIMITED)
(SUBJECT TO DEED OF COMPANY ARRANGEMENT))
ACN 126 634 606)
in accordance with section 127 of the Corporations)
Act:)



Ralph De Lacey - Director

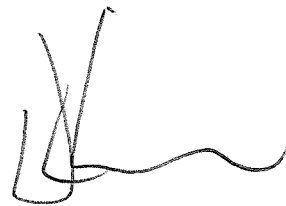


Ze Huang Cai - Director

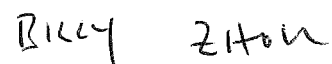
EXECUTED BY)
CYAN STONE PTY LTD)
ACN 606 864 840)
in accordance with section 127 of the Corporations)
Act:)



Sole Director



Witness



Name of Witness

THIS AGREEMENT is made the 24th day of March

2017

BETWEEN

CONSOLIDATED TIN MINES LTD (ACN 126 634 606) of 395 Lake Street, Cairns North QLD 4870 (**CSD**);

AND

Cyan Stone Pty Ltd (ACN 606 864 840) of Level 16, 5 Martin Place, Sydney NSW 2000 (**Cyan Stone**)

RECITALS

- A. The Parties entered into a Share Subscription Agreement on 10 November 2016.
 - B. The Parties varied the Share Subscription Agreement with a Deed of Variation on 14 December 2016 and a Deed of Variation on 6 January 2017.
 - C. The Parties wish to vary the Share Subscription Agreement on the terms as set out in this Deed of Variation.
-

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

Deed and this Deed means the Deed of Variation constituted by this document and includes the recitals.

Share Subscription Agreement means the share subscription agreement between CSD and Cyan Stone dated 10 November 2016 and the subscription of shares in CSD by Cyan Stone as contemplated in that agreement.

1.2 Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect its interpretation, and unless the context indicates a contrary intention;
- (b) an obligation or liability assumed by, or a right conferred on, 2 or more Parties binds or benefits all of them jointly and each of them severally;
- (c) the expression person includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;

- (d) a reference to any Party includes that Party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;
- (e) a reference to any document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;
- (h) reference to Parties, clauses, schedules, exhibits or annexures are references to Parties, clauses, schedules, exhibits and annexures to or of this Agreement and a reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;
- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning, and
- (j) a reference to \$ or dollar is to Australian currency.

1.3 Incorporated definitions from Share Subscription Agreement

In this Deed a term or expression which is used in this Deed and which is defined in the Share Subscription Agreement has the meaning given to that term or expression in, or in the context of, the Share Subscription Agreement.

2. VARIATION TO OPTION EXPIRY DATE

Clause 2.1(c)(iv) of the Share Subscription Agreement shall be deleted and replaced with a new clause 2.1(c)(iv) as set out below:

- (iv) *Shareholder approval to grant Cyan Stone an option expiring on 31 August 2017 to subscribe for 198,176,774 [one hundred ninety eight million, one hundred seventy six, seven hundred and seventy four] new Ordinary CSD shares at \$0.012615 [zero point zero one two six one five dollars] per share for an aggregate amount of \$2.5 million [two million five hundred thousand dollars].*

3. GOVERNING LAW

This Deed shall be governed by and construed in accordance with the law from time to time in the State of Queensland and the Parties agree to submit to the non-exclusive jurisdiction of the courts of Queensland and the courts which hear appeals therefrom.

4. VARIATION

No modification or alteration of the terms of this Deed shall be binding unless made in writing dated subsequent to the date of this Deed and duly executed by the Parties.

5. MISCELLANEOUS

5.1 Severance

If any provision of this Deed is invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provision, shall be and continue to be valid and forceful in accordance with their terms.

5.2 Entire Agreement

This Deed shall constitute the sole understanding of the Parties with respect to the subject matter and replaces all other agreements with respect thereto.

5.3 Counterparts

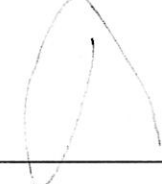
This Deed may be executed in any number of counterparts (including by way of facsimile) each of which shall be deemed for all purposes to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

The Parties have caused their duly authorised representatives to execute this Deed as of the 24th day of March 2017.

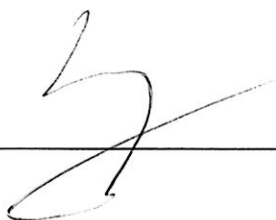
EXECUTED BY)
CONSOLIDATED TIN MINES LIMITED)
ACN 126 634 606)
in accordance with section 127 of the Corporations)
Act:)



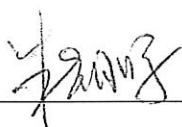
Director



Director



EXECUTED BY)
CYAN STONE PTY LTD)
ACN 606 864 840)
in accordance with section 127 of the Corporations)
Act:)



Sole Director



Witness

BELLE LEE

Name of Witness

THIS AGREEMENT is made the 4th day of September 2017

BETWEEN

CONSOLIDATED TIN MINES LTD (ACN 126 634 606) of 395 Lake Street, Cairns North QLD 4870 (**CSD**);

AND

Cyan Stone Pty Ltd (ACN 606 864 840) of Level 16, 5 Martin Place, Sydney NSW 2000 (**Cyan Stone**)

RECITALS

- A. The Parties entered into a Share Subscription Agreement on 10 November 2016.
 - B. The Parties varied the Share Subscription Agreement with a Deed of Variation on 14 December 2016, a Deed of Variation on 6 January 2017 and a Deed of Variation on 24 March 2017.
 - C. The Parties wish to vary the Share Subscription Agreement on the terms as set out in this Deed of Variation.
-

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

Deed and **this Deed** means the Deed of Variation constituted by this document and includes the recitals.

Share Subscription Agreement means the share subscription agreement between CSD and Cyan Stone dated 10 November 2016 and the subscription of shares in CSD by Cyan Stone as contemplated in that agreement.

1.2 Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect its interpretation, and unless the context indicates a contrary intention;
- (b) an obligation or liability assumed by, or a right conferred on, 2 or more Parties binds or benefits all of them jointly and each of them severally;
- (c) the expression person includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;

- (d) a reference to any Party includes that Party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;
- (e) a reference to any document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;
- (h) reference to Parties, clauses, schedules, exhibits or annexures are references to Parties, clauses, schedules, exhibits and annexures to or of this Agreement and a reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;
- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning, and
- (j) a reference to \$ or dollar is to Australian currency.

1.3 Incorporated definitions from Share Subscription Agreement

In this Deed a term or expression which is used in this Deed and which is defined in the Share Subscription Agreement has the meaning given to that term or expression in, or in the context of, the Share Subscription Agreement.

2. VARIATION TO OPTION EXPIRY DATE

Clause 2.1(c)(iv) of the Share Subscription Agreement shall be deleted and replaced with a new clause 2.1(c)(iv) as set out below:

- (iv) *Shareholder approval to grant Cyan Stone an option expiring on 30 November 2017 to subscribe for 198,176,774 [one hundred ninety eight million, one hundred seventy six, seven hundred and seventy four] new Ordinary CSD shares at \$0.012615 [zero point zero one two six one five dollars] per share for an aggregate amount of \$2.5 million [two million five hundred thousand dollars].*

3. GOVERNING LAW

This Deed shall be governed by and construed in accordance with the law from time to time in the State of Queensland and the Parties agree to submit to the non-exclusive jurisdiction of the courts of Queensland and the courts which hear appeals therefrom.

4. VARIATION

No modification or alteration of the terms of this Deed shall be binding unless made in writing dated subsequent to the date of this Deed and duly executed by the Parties.

5. MISCELLANEOUS

5.1 Severance

If any provision of this Deed is invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provision, shall be and continue to be valid and forceful in accordance with their terms.

5.2 Entire Agreement

This Deed shall constitute the sole understanding of the Parties with respect to the subject matter and replaces all other agreements with respect thereto.

5.3 Counterparts


This Deed may be executed in any number of counterparts (including by way of facsimile) each of which shall be deemed for all purposes to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

The Parties have caused their duly authorised representatives to execute this Deed as of the 4th day of September 2017.

EXECUTED BY)
CONSOLIDATED TIN MINES LIMITED)
ACN 126 634 606)
in accordance with section 127 of the Corporations)
Act:)




Director



Director

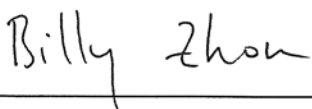
EXECUTED BY)
CYAN STONE PTY LTD)
ACN 606 864 840)
in accordance with section 127 of the Corporations)
Act:)



Sole Director



Witness



Name of Witness

THIS AGREEMENT is made the 14th day of November 2017

BETWEEN

CONSOLIDATED TIN MINES LTD (ACN 126 634 606) of 395 Lake Street, Cairns North QLD 4870 (**CSD**);

AND

Cyan Stone Pty Ltd (ACN 606 864 840) of Level 16, 5 Martin Place, Sydney NSW 2000 (**Cyan Stone**)

RECITALS

- A. The Parties entered into a Share Subscription Agreement on 10 November 2016.
 - B. The Parties varied the Share Subscription Agreement with a Deeds of Variation on 14 December 2016, 6 January 2017, 24 March 2017 and 4 September 2017.
 - C. The Parties wish to vary the Share Subscription Agreement on the terms as set out in this Deed of Variation.
-

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

Deed and **this Deed** means the Deed of Variation constituted by this document and includes the recitals.

Share Subscription Agreement means the share subscription agreement between CSD and Cyan Stone dated 10 November 2016 and the subscription of shares in CSD by Cyan Stone as contemplated in that agreement.

1.2 Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect its interpretation, and unless the context indicates a contrary intention;
- (b) an obligation or liability assumed by, or a right conferred on, 2 or more Parties binds or benefits all of them jointly and each of them severally;
- (c) the expression person includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;

- (d) a reference to any Party includes that Party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;
- (e) a reference to any document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;
- (h) reference to Parties, clauses, schedules, exhibits or annexures are references to Parties, clauses, schedules, exhibits and annexures to or of this Agreement and a reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;
- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning, and
- (j) a reference to \$ or dollar is to Australian currency.

1.3 Incorporated definitions from Share Subscription Agreement

In this Deed a term or expression which is used in this Deed and which is defined in the Share Subscription Agreement has the meaning given to that term or expression in, or in the context of, the Share Subscription Agreement.

2. VARIATION TO OPTION EXPIRY DATE

Clause 2.1(c)(iv) of the Share Subscription Agreement shall be deleted and replaced with a new clause 2.1(c)(iv) as set out below:

- (iv) *Shareholder approval to grant Cyan Stone an option expiring on 31 March 2018 to subscribe for 198,176,774 [one hundred ninety eight million, one hundred seventy six, seven hundred and seventy four] new Ordinary CSD shares at \$0.012615 [zero point zero one two six one five dollars] per share for an aggregate amount of \$2.5 million [two million five hundred thousand dollars].*

3. GOVERNING LAW

This Deed shall be governed by and construed in accordance with the law from time to time in the State of Queensland and the Parties agree to submit to the non-exclusive jurisdiction of the courts of Queensland and the courts which hear appeals therefrom.

4. VARIATION

No modification or alteration of the terms of this Deed shall be binding unless made in writing dated subsequent to the date of this Deed and duly executed by the Parties.

5. MISCELLANEOUS

5.1 Severance

If any provision of this Deed is invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provision, shall be and continue to be valid and forceful in accordance with their terms.

5.2 Entire Agreement

This Deed shall constitute the sole understanding of the Parties with respect to the subject matter and replaces all other agreements with respect thereto.

5.3 Counterparts

This Deed may be executed in any number of counterparts (including by way of facsimile) each of which shall be deemed for all purposes to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

The Parties have caused their duly authorised representatives to execute this Deed as of the 14th day of November 2017.

EXECUTED BY)
CONSOLIDATED TIN MINES LIMITED)
ACN 126 634 606)
in accordance with section 127 of the Corporations)
Act:)

14/11/17

Director

[Signature]

Director

EXECUTED BY)
CYAN STONE PTY LTD)
ACN 606 864 840)
in accordance with section 127 of the Corporations)
Act:)

[Signature]

Sole Director

[Signature]

Witness

Billy Zhou

Name of Witness

THIS AGREEMENT is made the 1st day of February 2018

BETWEEN

CONSOLIDATED TIN MINES LTD (ACN 126 634 606) of 395 Lake Street, Cairns North QLD 4870 (**CSD**);

AND

Cyan Stone Pty Ltd (ACN 606 864 840) of Level 16, 5 Martin Place, Sydney NSW 2000 (**Cyan Stone**)

RECITALS

- A.** The Parties entered into a Share Subscription Agreement on 10 November 2016.
 - B.** The Parties varied the Share Subscription Agreement with a Deeds of Variation on 14 December 2016, 6 January 2017, 24 March 2017, 4 September 2017 and 14 November 2017.
 - C.** The Deed of Variation dated 6 January 2017 amended the End Date as 30 June 2018 (or such later date as is agreed between the Parties).
 - D.** Notwithstanding the absence of written documentation to the effect, the Parties confirm that they had mutually agreed to extend the End Date to 31 March 2018.
 - E.** Notwithstanding the absence of written documentation to the effect, the Parties confirm that they had mutually agreed to extend the time allowance to hold the EGM to 31 March 2018.
 - F.** The Parties wish to vary the Share Subscription Agreement on the terms as set out in this Deed of Variation.
-

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

Deed and **this Deed** means the Deed of Variation constituted by this document and includes the recitals.

Share Subscription Agreement means the share subscription agreement between CSD and Cyan Stone dated 10 November 2016 and the subscription of shares in CSD by Cyan Stone as contemplated in that agreement.

1.2 Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect its interpretation, and unless the context indicates a contrary intention;
- (b) an obligation or liability assumed by, or a right conferred on, 2 or more Parties binds or benefits all of them jointly and each of them severally;
- (c) the expression person includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any Party includes that Party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;
- (e) a reference to any document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;
- (h) reference to Parties, clauses, schedules, exhibits or annexures are references to Parties, clauses, schedules, exhibits and annexures to or of this Agreement and a reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;
- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning, and
- (j) a reference to \$ or dollar is to Australian currency.

1.3 Incorporated definitions from Share Subscription Agreement

In this Deed a term or expression which is used in this Deed and which is defined in the Share Subscription Agreement has the meaning given to that term or expression in, or in the context of, the Share Subscription Agreement.

2. VARIATION TO DEFINITION

The definition of End Date as defined in clause 1.1 of the Share Subscription Agreement shall be deleted and replaced with a new definition as set out below:

End Date means 30 June 2018 (or such later date as is agreed between the Parties).

3. VARIATION TO OPTION EXPIRY DATE

Clause 2.1(c)(iv) of the Share Subscription Agreement shall be deleted and replaced with a new clause 2.1(c)(iv) as set out below:

- (iv) *Shareholder approval to grant Cyan Stone an option expiring on 31 July 2018 to subscribe for 198,176,774 [one hundred ninety eight million, one hundred seventy six, seven hundred and seventy four] new Ordinary CSD shares at \$0.012615 [zero point zero one two six one five dollars] per share for an aggregate amount of \$2.5 million [two million five hundred thousand dollars].*

4. VARIATION TO CSD SHAREHOLDER EGM

Clause 5(a) of the Share Subscription Agreement shall be deleted and replaced with a new clause 5(a) as set out below:

- (a) *Call an EGM of its Shareholders by 31 June 2018, or as otherwise agreed between the parties in writing.*

5. GOVERNING LAW

This Deed shall be governed by and construed in accordance with the law from time to time in the State of Queensland and the Parties agree to submit to the non-exclusive jurisdiction of the courts of Queensland and the courts which hear appeals therefrom.

6. VARIATION

No modification or alteration of the terms of this Deed shall be binding unless made in writing dated subsequent to the date of this Deed and duly executed by the Parties.

7. MISCELLANEOUS

7.1 Severance

If any provision of this Deed is invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provision, shall be and continue to be valid and forceful in accordance with their terms.

7.2 Entire Agreement

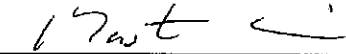
This Deed shall constitute the sole understanding of the Parties with respect to the subject matter and replaces all other agreements with respect thereto.

7.3 Counterparts


This Deed may be executed in any number of counterparts (including by way of facsimile) each of which shall be deemed for all purposes to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

The Parties have caused their duly authorised representatives to execute this Deed as of the 1st day of February 2018.

EXECUTED BY)
CONSOLIDATED TIN MINES LIMITED)
ACN 126 634 606)
in accordance with section 127 of the Corporations)
Act:)

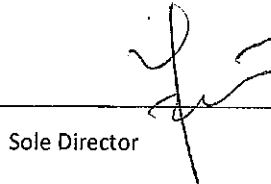


Director



Director

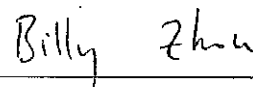
EXECUTED BY)
CYAN STONE PTY LTD)
ACN 606 864 840)
in accordance with section 127 of the Corporations)
Act:)



Sole Director



Witness



Name of Witness

16 March 2017

Ralph De Lacey
Executive Co-Chairman
Consolidated Tin Mines Limited
395 Lake Street
Cairns QLD 4870

RE: CSD – Cyan Stone Share Subscription Agreement

Dear Mr De Lacey,

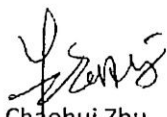
I write in regards to the share subscription agreement between Cyan Stone Pty Ltd ("Cyan") and Consolidated Tin Mines Limited ("CSD") dated 10 November 2016 and most recently amended 6 January 2017 (the "Agreement").

Pursuant to clause 3.4 of the Agreement, Cyan is to provide CSD with written notification of the number of shares it agrees to subscribe to.

Notwithstanding that the conditions precedent have not yet been met, please accept this letter as notification of Cyan's agreement and intention to subscribe to the maximum subscription of 2,700,000,000 [two billion seven hundred million] shares under the Agreement.

If you have any questions or require any additional information in relation to this letter, please contact me via return correspondence.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Chaohui Zhu', is positioned above the printed name.

Chaohui Zhu
Sole Director
Cyan Stone Pty Ltd

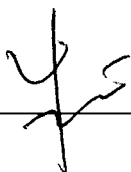
Annexure "C"

This is annexure "C" of 17 pages referred to in form 603.

Company name: Cyan Stone Pty Ltd

ACN: 606 864 840

Signed by: _____

A handwritten signature in black ink, appearing to be 'JS', is written over a horizontal line.

Date: 15 / 05 / 2018

THIS AGREEMENT is made the 10th day of November 2016

BETWEEN

Ralph De Lacey of 395 Lake Street, Cairns QLD 4870 (**Seller**);

AND

Cyan Stone Pty Ltd (ACN 606 864 840) of Level 16, 5 Martin Place, Sydney NSW 2000 (**Cyan Stone**)

RECITALS

- A. The Seller is a creditor of Consolidated Tin Mines Limited (Administrators Appointed) (**CSD**), an ASX listed company limited by shares short particulars of which are set out in Schedule 1.
 - B. The Seller has agreed to withdraw its Proof of Debt lodged with the Administrator and to convert its debt held in CSD in return for shares in CSD with the amount to be converted and the rate of conversion as set out in Schedules 3 and 4.
 - C. The conversion of the Seller's debt is subject to various conditions which are incorporated as Conditions Precedent in this agreement.
 - D. Upon satisfaction of the conditions required for the Seller to convert its debt in CSD to shares, the Seller wishes to sell and Cyan Stone wishes to purchase a number of shares to be issued to the Seller on the terms as set out in this agreement.
-

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

Administrator means Blair Alexander Pleash and Kathleen Elizabeth Vouris as joint and several Administrators of CSD and SPM.

Agreement and **this Agreement** means the agreement constituted by this document and includes the recitals.

Business Day means a day on which trading banks are open for business in New South Wales.

Colinacobre means Colinacobre Pty Ltd (ACN 601 312 207) of 395 Lake Street, Cairns North QLD 4870.

Conditions Precedent means the conditions precedent set out in clause 2.1.

Creditor means a person to whom money, goods or services are owed.

CSD means Consolidated Tin Mines Limited (Administrators Appointed) (ACN 126 634 606) of 395 Lake Street, Cairns North QLD 4870.

CSD/SPM Asset Sale Agreement means the Asset Sale Agreement between SPM, CSD, Surveyor Mining, SPIL and Colinacobre dated 24 October 2014 and the sale of assets as contemplated in that Agreement.

Duty means any stamp, transfer, transaction or registration duty or similar charge imposed by any Government Agency and includes any interest, fine, penalty, charge or other amount imposed in respect of any of them, but excludes any Tax.

EGM means Extraordinary General Meeting of CSD Shareholders.

Encumbrance means a mortgage, charge, debenture, bill of sale, lien, pledge, easement, restrictive covenant, building condition, writ, warrant, caveat, and the claim stated therein or other right or interest of any third party affecting the Assets.

End Date means 31 March 2017 (or such later date as is agreed between the Parties).

FIRB means the Foreign Investment Review Board of Australia.

Government Agency means:

- (a) a government, whether federal, state, territorial or local;
- (b) a department, office or minister of a government acting in that capacity; or
- (c) a commission, delegate, instrumentality, agency, board or other government, semi-governmental, judicial, administrative, monetary or fiscal authority, whether statutory or not,

in Australia or any other jurisdiction.

Joint DOCA Proposal means the Deed of Company Arrangement Proposal to be proposed by the Directors to the Creditors of SPM and CSD respectively, in the form attached at Schedule 2.

Party means a Party to this Agreement and **Parties** has a corresponding meaning.

Payment Trust Account means Sparke Helmore reference CYA001/2, details of which are:

St George Bank

BSB: 332-082

Account no: 552854936

Account name: Sparke Helmore Trust Account

Swift code: SGBLAU2S

Reference: CYA001/2

Purchase Consideration means the amount specified in clause 3.1(c).

Purchase Consideration means the shares to be sold by the Seller and purchased by Cyan Stone as specified in clause 3.1.

Second Creditors Meeting means the meeting called by the Administrator at which the Directors Joint DOCA Proposal will be presented to Creditors for their consideration/approval/rejection.

Settlement means the settlement on the Settlement Date of the issue and subscription of new Ordinary shares in accordance with the terms of this Agreement.

Settlement Date means that date when the Purchase Shares are successfully transferred or issued to Cyan Stone and the Purchase Consideration has been transferred to the Seller's nominated account pursuant to clauses 5.1 and 5.2.

Share means a fully paid Ordinary share in the capital of CSD.

Share Subscription Agreement means an agreement between CSD and Cyan Stone dated 10 November 2016 and the issuance and subscription of shares as contemplated under that agreement.

Shareholder Approval means approval by CSD Shareholders eligible to vote at a CSD EGM of all resolutions required in order to complete this Agreement.

Shareholder means a holder of a Share in the capital of CSD from time to time.

SPII means Snow Peak International Investment Limited of Flat B 24/F Block 12, Provident Centre, No 43 Wharf Road North Point, Hong Kong.

SPM means Snow Peak Mining Pty Ltd (Administrators Appointed) (ACN 161 212 504) of 395 Lake Street, Cairns QLD 4870.

Surveyor Mining means Surveyor Mining Pty Ltd (ACN 601 108 776) of 395 Lake Street, Cairns QLD 4870.

Tax means any tax, levy, charge, impost, duty, fee, deduction, compulsory loan, withholding, stamp, transaction, registration, duty or similar charge which is assessed, levied, imposed or collected by any government agency and includes, but is not limited to, any interest, fine, penalty, charge, fee or any other accounting imposed on, or in respect of any of the above but excludes Duty.

Termination Date means the date ten (10) business days following the Seller receiving notice from Cyan Stone that the Purchase Consideration has been deposited into the Purchase Trust Account pursuant to clause 4.

1.2 Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect its interpretation, and unless the context indicates a contrary intention;
- (b) an obligation or liability assumed by, or a right conferred on, 2 or more Parties binds or benefits all of them jointly and each of them severally;
- (c) the expression person includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any Party includes that Party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;
- (e) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;
- (h) reference to Parties, clauses, schedules, exhibits or annexures are references to Parties, clauses, schedules, exhibits and annexures to or of this Agreement and a reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;
- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning, and
- (j) a reference to \$ or dollar or cents is to Australian currency.

2. CONDITIONS PRECEDENT

2.1 Conditions

- (a) Acceptance of the Joint DOCA Proposal by both SPM and CSD creditors at the Second Creditors Meeting of the respective companies without any amendment other than where such amendment is acceptable to Cyan Stone in its absolute discretion;
- (b) Acceptance by CSD shareholders at an EGM of CSD shareholders of:
 - (i) Shareholder approval to convert all current pre-administration debt specified in categories 3 and 4 of Schedule 3 (being the debt conversion contemplated

by the DOCA Proposal) to Shares in CSD at the conversion prices specified in Schedule 3, with Shares to be issued to the debt holder or their nominees;

- (ii) Shareholder approval to convert all current debt incurred during the course of the voluntary administration specified in Schedule 4 to Shares in CSD at the conversion prices specified in Schedule 4 with Shares to be issued to the debt holder or their nominees;
 - (iii) Shareholder approval to issue up to 2,700,000,000 [two billion, seven hundred million] new Ordinary CSD shares to Cyan Stone (or its nominees) at \$0.012615 [zero point zero one two six one five dollars] per share as contemplated under this Agreement, and
 - (iv) Shareholder approval to grant Cyan Stone an option expiring on 30 April 2017 to subscribe for 198,176,774 [one hundred ninety eight million, one hundred seventy six, seven hundred and seventy four] new Ordinary CSD shares at \$0.012615 [zero point zero one two six one five dollars] per share for an aggregate amount of \$2.5 million [two million five hundred thousand dollars].
- (c) FIRB approval of the terms contemplated in the CSD/SPM Asset Sale Agreement and the Share Subscription Agreement, by the End Date.

2.2 Satisfaction or Waiver of Conditions

If the Conditions set out in clause 2.1 are not satisfied, or waived, in accordance with the provisions of this Agreement on or before the End Date, this Agreement shall be deemed to be at an end and of no force or effect with no Party being subject to any of the obligations contained in this Agreement and with no party claiming any rights at law or in equity against any other Party save for the performance of those covenants and agreements (if any) which should have already been performed and all damages for breach of the same.

2.3 Duties in Relation to Conditions

Each Party agrees to use their best endeavours to ensure that the Conditions referred to in clause 2.1 which are within that Party's control are fulfilled.

3. SHARE PURCHASE

3.1 Shares

Subject to the terms of this agreement, Cyan Stone agrees to purchase to and the Seller agrees to sell to Cyan Stone:

- (a) 3,963,535 [three million, nine hundred sixty three thousand, five hundred and thirty five] shares in the capital of CSD;
- (b) at a price of \$0.012615 [zero point zero one two six one five dollars] per share;

- (c) for an aggregate amount of \$50,000.00 [fifty thousand dollars] (**Purchase Consideration**).

3.2 No Encumbrances

The shares purchased by Cyan Stone under this agreement shall be transferred free from all liens, charges, equities and encumbrances and together with all rights attaching to them. The shares must also be transferred and allotted to Cyan Stone:

- (a) fully paid;
- (b) ranking equally in all respects with all other ordinary shares of the company CSD, and
- (c) with all rights including dividend and voting rights attaching or accruing to ordinary shares.

4. PAYMENT

- (a) Upon satisfaction of the Conditions Precedent, Cyan Stone shall deposit the Purchase Consideration into the Purchase Trust Account within two [2] business days.
- (b) Cyan Stone shall notify the Seller once the Purchase Consideration has been deposited.

5. SETTLEMENT

5.1 Seller Actions

- (a) The Seller shall:
 - (i) cause the Purchase Shares to be transferred to Cyan Stone, or
 - (ii) cause the Purchase Shares to be issued directly to Cyan Stone by CSDwithin ten [10] business days of receiving notice from Cyan Stone that the Purchase Consideration has been deposited into the Purchase Trust Account pursuant to clause 4(b).
- (b) The Seller shall notify Cyan Stone or cause Cyan Stone to be notified upon the successful transfer or issuance of the Purchase Shares to Cyan Stone.

5.2 Cyan Stone Actions

Cyan Stone shall cause the Purchase Consideration to be transferred from the Purchase Trust Account to an account nominated by the Seller within 2 business days upon receiving confirmation of the transfer or issuance of shares to Cyan Stone pursuant to clause 5.1(b).

5.3 Failure to Satisfy Settlement

If the Purchase Shares have not transferred to or are not issued to Cyan Stone by close of business on the Termination Date, then the funds deposited by Cyan Stone into the Purchase

Trust Account shall be returned wholly to Cyan Stone including all interest and this agreement shall terminate, unless otherwise agreed in writing between the parties.

5.4 Time and Location of Settlement

Settlement shall take place on the Settlement Date at the offices of Cyan Stone in New South Wales or at such other offices as the Parties may otherwise agree.

5.5 Simultaneous actions at Settlement

In respect of Settlement:

- (a) the obligations of the Parties under this Agreement are interdependent; and
- (b) unless otherwise stated or agreed between the Parties, all actions required to be performed by a Party at Settlement are taken to have occurred simultaneously.

6. SELLER WARRANTIES

The Seller gives the following representations and warranties in favour of Cyan Stone on the date of execution of this Agreement and on Settlement Date:

- (a) the Seller has full power and authority to enter into and perform its obligations under this Agreement;
- (b) the Seller has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;
- (c) the entry into and performance of this Agreement and all documents executed pursuant to this Agreement by the Seller does not constitute a breach of any obligation (including any statutory, contractual or fiduciary obligation), or default under any agreement or undertaking by which the Seller is bound, and
- (d) the Seller enters into and performs this Agreement on its own account and not as trustee for or nominee of any other person.

(together the **Seller Warranties**)

7. CYAN STONE WARRANTIES

Cyan Stone gives the following representations and warranties in favour of the Seller on the execution of this Agreement and on the Settlement Date:

- (a) Cyan Stone has full power and authority to enter into and perform its obligations under this Agreement;
- (b) Cyan Stone is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation;
- (c) Cyan Stone has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;

- (d) The entry into and performance of this Agreement and all documents executed pursuant to this Agreement by Cyan Stone does not constitute a breach of any obligation (including any statutory, contractual or fiduciary obligation), or default under any agreement or undertaking by which Cyan Stone is bound; and
- (e) Cyan Stone enters into and performs this Agreement on its own account and not as trustee for or nominee of any other person,
- (together the **Cyan Stone Warranties**)

8. NOTICES

8.1 Notices in writing

Each notice authorised or required to be given to a Party shall be in legible writing and in English addressed to the Party's address set out in clause 8.2 (or such other address nominated in accordance with clause 8.3).

8.2 Initial address of Parties

The initial address of the Parties shall be as follows:

| Party | Address | Attention | E-mail |
|--------------|---|------------------|-------------------------------|
| Seller | 395 Lake Street, Cairns QLD 4870 | Ralph De Lacey | ralph@nqmining.com.au |
| Cyan Stone | Level 16, 5 Martin Place, Sydney NSW 2000 | Mr Wan | cadenwan@cyanstone.com. au |

8.3 Change of Address

Each Party may from time to time change its address by giving notice pursuant to clause 8.1 to the other Parties.

8.4 Receipt of notice

Any notice given under this Agreement will be conclusively deemed to have been received:

- (a) in the case of personal delivery, on the actual day of delivery;
- (i) if sent by mail, two [2] Business Days from and including the day of posting; or
- (ii) if sent by facsimile, when a facsimile confirmation receipt is received indicating successful delivery; or

- (ii) if sent by facsimile, when a facsimile confirmation receipt is received indicating successful delivery; or
 - (iii) if sent by e-mail, when a delivery confirmation report is received by the sender which records the time that the e-mail was delivered to the addressee's e-mail address (unless the sender receives a delivery failure notification indicating that the e-mail has not been delivered to the addressee),
- (b) but if the delivery or receipt is on a day that is not a Business Day or is after 5:00 pm (addressee's time) it is regarded as received at 9:00 am on the following Business Day.

9. NO ASSIGNMENT

No Party to this Agreement may assign or purport to assign its rights or obligations under this Agreement.

10. COSTS

10.1 Duty

All Duty assessed on or in respect of this Agreement shall be paid by Cyan Stone.

10.2 Legal costs

Each Party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this Agreement.

11. FURTHER ASSURANCE

Each Party shall sign, execute and do all deeds, acts, documents and things as may reasonably be required by the other Party to effectively carry out and give effect to the terms and intentions of this Agreement.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law from time to time in the State of New South Wales and the Parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales and the courts which hear appeals therefrom.

13. VARIATION

No modification or alteration of the terms of this Agreement shall be binding unless made in writing dated subsequent to the date of this Agreement and duly executed by the Parties.

14. MISCELLANEOUS

14.1 Severance

If any provision of this Agreement is invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without

regard to the invalid provision, shall be and continue to be valid and forceful in accordance with their terms.

14.2 Entire Agreement

This Agreement shall constitute the sole understanding of the Parties with respect to the subject matter and replaces all other agreements with respect thereto.

14.3 Counterparts

This Agreement may be executed in any number of counterparts (including by way of facsimile) each of which shall be deemed for all purposes to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

14.4 Time

Time shall be of the essence in this Agreement in all respects.

The Parties have caused their duly authorised representatives to execute this Share Sale Agreement
as of the 10th day of November 2016.

EXECUTED BY)
RALPH DE LACEY)



Ralph De Lacey

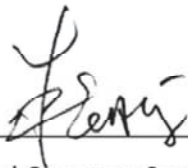


Witness

Billy Zhou

Witness Name

EXECUTED BY)
CYAN STONE PTY LTD)
ACN 606 864 840)
in accordance with section 127 of the)
Corporations Act:)



Sole Director and Company Secretary

SCHEDULE 1

Particulars of the Company

| | |
|---------------------------|--|
| ACN: | 126 634 606 |
| Registered Office: | 395 Lake Street Cairns, Queensland 4870 |
| Place of incorporation: | Perth, Western Australia |
| Administrators Appointed: | Blair Alexander Pleash and Kathleen Elizabeth Vouris Hall Chadwick Sydney Level 40, 2 Park Street Sydney NSW 2000 |
| Directors: | Ralph De Lacey Kwok Ching Tsoi Ze Huang Cai SiHe Tong XiaoYan Tong (as Alternate for SiHe Tong) |
| Secretary: | Ze Huang Cai |
| Auditor: | KPMG Sydney Level 38, Tower Three International Towers Sydney 300 Barangaroo Avenue Sydney NSW 2000 |
| Capital structure: | 889,770,521 issued Ordinary Shares |

SCHEDULE 2

Joint Deed of Company Arrangement Proposal

SCHEDULE 3

DOCA Proposal Schedule 1

Category 1 - C&M Loan to be repaid in full by the company

| Name / Item | Amount | Conversion Price Per Share |
|----------------------------|----------------|----------------------------|
| Ming Huang Trading Limited | \$2,683,941.27 | N/A |
| Cyan Stone Pty Ltd | \$900,000 | N/A |

Category 2 - Debt to be resolved between the specified creditors and SPM by the distribution of ordinary shares in CSD to the specified creditors or their nominees

| Name / Item | Amount | Conversion Price Per Share |
|--|-----------------|----------------------------|
| ARM (NQ) Pty Ltd | \$2,073,912.92 | N/A |
| Snow Peak International Investment Ltd | \$15,035,868.68 | N/A |

Category 3 - Debt to be converted to equity at share value \$0.025c

| Name / Item | Amount | Conversion Price Per Share |
|--|-----------------|----------------------------|
| Snow Peak Global Company Limited | \$10,490,410.96 | \$0.025 |
| Snow Peak International Investment Limited | \$4,323,396.28 | \$0.025 |
| Snow Peak Mining Pty Ltd | \$971,705.43 | \$0.025 |
| Snow Peak Mining Pty Ltd To be distributed to: <ul style="list-style-type: none">- ARM (NQ) Pty Ltd- Snow Peak International Investment Ltd Or their nominees per Category 2 | \$17,109,781.60 | \$0.025 |

Category 4 - Debt to be converted to equity at share value \$0.012615

| Name / Item | Amount | Conversion Price Per Share |
|--|--------------|----------------------------|
| ARM (NQ) Pty Ltd | \$118,169.00 | \$0.012615 |
| WorkForce One Pty Ltd | \$812,776.18 | \$0.012615 |
| NQ Mining Enterprises Pty Ltd | \$49,459.62 | \$0.012615 |
| Shinewarm Resources (HK) Group | \$50,474.66 | \$0.012615 |
| Ralph De Lacey | \$2,865.06 | \$0.012615 |
| Ze Huang Cai | \$2,800.30 | \$0.012615 |
| Billy Zhou | \$4,988.65 | \$0.012615 |
| CSD Directors deferred salary: <ul style="list-style-type: none">- Ze Huang Cai (\$143, 326.21)- Ralph De Lacey (\$148,609.58)- Darryl Harris (\$16,236.13)- Xiaoyan Tong (\$16,819.46)- Kwok Ching Tsoi (\$73,744.40) | \$398,735.78 | \$0.012615 |

SCHEDULE 4

Debts owed to Directors and Directors' related parties not paid during Administration and now owed by the company for the period 19 July 2016 to 20 December 2016.

| Name / Item | Amount | Conversion Price Per Share |
|--|--------------|----------------------------|
| CSD Directors deferred salary <ul style="list-style-type: none">- Ze Huang Cai (\$78,758.60)- Ralph De Lacey (\$89,592.02)- Kwok Ching Tsoi (\$30,045.67)- Seraphina Tong (\$14,486.13) | \$212,882.42 | \$0.012615 |
| Ze Huang Cai – reimbursements not in DOCA | \$16,030.85 | \$0.012615 |
| Billy Zhou – reimbursements not in DOCA | \$15,077.95 | \$0.012615 |
| ARM (NQ) Pty Ltd- Total owing | \$54,967.74 | \$0.012615 |
| NQ Mining Enterprises Pty Ltd - Total owing | \$29,886.63 | \$0.012615 |

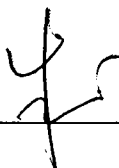
Annexure "D"

This is annexure "D" of 17 pages referred to in form 603.

Company name: Cyan Stone Pty Ltd

ACN: 606 864 840

Signed by: _____

A handwritten signature in black ink, consisting of a stylized 'C' followed by a vertical line and a horizontal line, crossing the signature line.

Date: 15 / 05 / 2018

THIS AGREEMENT is made the 10th day of November 2016

BETWEEN

Billy Zhou of Unit 2, 164 Spit Road, Mosman NSW 2088 (**Seller**);

AND

Cyan Stone Pty Ltd (ACN 606 864 840) of Level 16, 5 Martin Place, Sydney NSW 2000 (**Cyan Stone**)

RECITALS

- A. The Seller is a creditor of Consolidated Tin Mines Limited (Administrators Appointed) (**CSD**), an ASX listed company limited by shares the particulars of which are set out in Schedule 1.
 - B. The Seller has agreed to withdraw its Proof of Debt lodged with the Administrator and to convert its debt held in CSD in return for shares in CSD with the amount to be converted and the rate of conversion as set out in Schedules 3 and 4.
 - C. The conversion of the Seller's debt is subject to various conditions which are incorporated as Conditions Precedent in this agreement.
 - D. Upon satisfaction of the conditions required for the Seller to convert its debt in CSD to shares, the Seller wishes to sell and Cyan Stone wishes to purchase a number of shares to be issued to the Seller on the terms as set out in this agreement.
-

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

Administrator means Blair Alexander Pleash and Kathleen Elizabeth Vouris as joint and several Administrators of CSD and SPM.

Agreement and **this Agreement** means the agreement constituted by this document and includes the recitals.

Business Day means a day on which trading banks are open for business in New South Wales.

Colinacobre means Colinacobre Pty Ltd (ACN 601 312 207) of 395 Lake Street, Cairns North QLD 4870.

Conditions Precedent means the conditions precedent set out in clause 2.1.

Creditor means a person to whom money, goods or services are owed.

CSD means Consolidated Tin Mines Limited (Administrators Appointed) (ACN 126 634 606) of 395 Lake Street, Cairns North QLD 4870.

CSD/SPM Asset Sale Agreement means the Asset Sale Agreement between SPM, CSD, Surveyor Mining, SPII and Colinacobre dated 24 October 2014 and the sale of assets as contemplated in that Agreement.

Duty means any stamp, transfer, transaction or registration duty or similar charge imposed by any Government Agency and includes any interest, fine, penalty, charge or other amount imposed in respect of any of them, but excludes any Tax.

EGM means Extraordinary General Meeting of CSD Shareholders.

Encumbrance means a mortgage, charge, debenture, bill of sale, lien, pledge, easement, restrictive covenant, building condition, writ, warrant, caveat, and the claim stated therein or other right or interest of any third party affecting the Assets.

End Date means 31 March 2017 (or such later date as is agreed between the Parties).

FIRB means the Foreign Investment Review Board of Australia.

Government Agency means:

- (a) a government, whether federal, state, territorial or local;
- (b) a department, office or minister of a government acting in that capacity; or
- (c) a commission, delegate, instrumentality, agency, board or other government, semi-governmental, judicial, administrative, monetary or fiscal authority, whether statutory or not,

in Australia or any other jurisdiction.

Joint DOCA Proposal means the Deed of Company Arrangement Proposal to be proposed by the Directors to the Creditors of SPM and CSD respectively, in the form attached at Schedule 2.

Party means a Party to this Agreement and **Parties** has a corresponding meaning.

Payment Trust Account means Sparke Helmore reference CYA001/2, details of which are:

St George Bank
BSB: 332-082
Account no: 552854936
Account name: Sparke Helmore Trust Account
Swift code: SGBLAU2S
Reference: CYA001/2

Purchase Consideration means the amount specified in clause 3.1(c).

Purchase Consideration means the shares to be sold by the Seller and purchased by Cyan Stone as specified in clause 3.1.

Second Creditors Meeting means the meeting called by the Administrator at which the Directors Joint DOCA Proposal will be presented to Creditors for their consideration/approval/rejection.

Settlement means the settlement on the Settlement Date of the issue and subscription of new Ordinary shares in accordance with the terms of this Agreement.

Settlement Date means that date when the Purchase Shares are successfully transferred or issued to Cyan Stone and the Purchase Consideration has been transferred to the Seller's nominated account pursuant to clauses 5.1 and 5.2.

Share means a fully paid Ordinary share in the capital of CSD.

Share Subscription Agreement means an agreement between CSD and Cyan Stone dated 10 November 2016 and the issuance and subscription of shares as contemplated under that agreement.

Shareholder Approval means approval by CSD Shareholders eligible to vote at a CSD EGM of all resolutions required in order to complete this Agreement.

Shareholder means a holder of a Share in the capital of CSD from time to time.

SPII means Snow Peak International Investment Limited of Flat B 24/F Block 12, Provident Centre, No 43 Wharf Road North Point, Hong Kong.

SPM means Snow Peak Mining Pty Ltd (Administrators Appointed) (ACN 161 212 504) of 395 Lake Street, Cairns QLD 4870.

Surveyor Mining means Surveyor Mining Pty Ltd (ACN 601 108 776) of 395 Lake Street, Cairns QLD 4870.

Tax means any tax, levy, charge, impost, duty, fee, deduction, compulsory loan, withholding, stamp, transaction, registration, duty or similar charge which is assessed, levied, imposed or collected by any government agency and includes, but is not limited to, any interest, fine, penalty, charge, fee or any other accounting imposed on, or in respect of any of the above but excludes Duty.

Termination Date means the date ten (10) business days following the Seller receiving notice from Cyan Stone that the Purchase Consideration has been deposited into the Purchase Trust Account pursuant to clause 4.

1.2 Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect its interpretation, and unless the context indicates a contrary intention;
- (b) an obligation or liability assumed by, or a right conferred on, 2 or more Parties binds or benefits all of them jointly and each of them severally;
- (c) the expression person includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any Party includes that Party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;
- (e) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;
- (h) reference to Parties, clauses, schedules, exhibits or annexures are references to Parties, clauses, schedules, exhibits and annexures to or of this Agreement and a reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;
- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning, and
- (j) a reference to \$ or dollar or cents is to Australian currency.

2. CONDITIONS PRECEDENT

2.1 Conditions

- (a) Acceptance of the Joint DOCA Proposal by both SPM and CSD creditors at the Second Creditors Meeting of the respective companies without any amendment other than where such amendment is acceptable to Cyan Stone in its absolute discretion;
- (b) Acceptance by CSD shareholders at an EGM of CSD shareholders of:
 - (i) Shareholder approval to convert all current pre-administration debt specified in categories 3 and 4 of Schedule 3 (being the debt conversion contemplated by the DOCA Proposal) to Shares in CSD at the conversion prices specified in Schedule 3, with Shares to be issued to the debt holder or their nominees;

- (ii) Shareholder approval to convert all current debt incurred during the course of the voluntary administration specified in Schedule 4 to Shares in CSD at the conversion prices specified in Schedule 4 with Shares to be issued to the debt holder or their nominees;
 - (iii) Shareholder approval to issue up to 2,700,000,000 [two billion, seven hundred million] new Ordinary CSD shares to Cyan Stone (or its nominees) at \$0.012615 [zero point zero one two six one five dollars] per share as contemplated under this Agreement, and
 - (iv) Shareholder approval to grant Cyan Stone an option expiring on 30 April 2017 to subscribe for 198,176,774 [one hundred ninety eight million, one hundred seventy six, seven hundred and seventy four] new Ordinary CSD shares at \$0.012615 [zero point zero one two six one five dollars] per share for an aggregate amount of \$2.5 million [two million five hundred thousand dollars].
- (c) FIRB approval of the terms contemplated in the CSD/SPM Asset Sale Agreement and the Share Subscription Agreement, by the End Date.

2.2 Satisfaction or Waiver of Conditions

If the Conditions set out in clause 2.1 are not satisfied, or waived, in accordance with the provisions of this Agreement on or before the End Date, this Agreement shall be deemed to be at an end and of no force or effect with no Party being subject to any of the obligations contained in this Agreement and with no party claiming any rights at law or in equity against any other Party save for the performance of those covenants and agreements (if any) which should have already been performed and all damages for breach of the same.

2.3 Duties in Relation to Conditions

Each Party agrees to use their best endeavours to ensure that the Conditions referred to in clause 2.1 which are within that Party's control are fulfilled.

3. SHARE PURCHASE

3.1 Shares

Subject to the terms of this agreement, Cyan Stone agrees to purchase to and the Seller agrees to sell to Cyan Stone:

- (a) 1,590,694 [one million, five hundred ninety thousand, six hundred and ninety four] shares in the capital of CSD;
- (b) at a price of \$0.012615 [zero point zero one two six one five dollars] per share;
- (c) for an aggregate amount of \$20,066.60 [twenty thousand and sixty six dollars and sixty cents] (**Purchase Consideration**).

3.2 No Encumbrances

The shares purchased by Cyan Stone under this agreement shall be transferred free from all liens, charges, equities and encumbrances and together with all rights attaching to them. The shares must also be transferred and allotted to Cyan Stone:

- (a) fully paid;
- (b) ranking equally in all respects with all other ordinary shares of the company CSD, and
- (c) with all rights including dividend and voting rights attaching or accruing to ordinary shares.

4. PAYMENT

- (a) Upon satisfaction of the Conditions Precedent, Cyan Stone shall deposit the Purchase Consideration into the Purchase Trust Account within two [2] business days.
- (b) Cyan Stone shall notify the Seller once the Purchase Consideration has been deposited.

5. SETTLEMENT

5.1 Seller Actions

- (a) The Seller shall:
 - (i) cause the Purchase Shares to be transferred to Cyan Stone, or
 - (ii) cause the Purchase Shares to be issued directly to Cyan Stone by CSDwithin ten [10] business days of receiving notice from Cyan Stone that the Purchase Consideration has been deposited into the Purchase Trust Account pursuant to clause 4(b).
- (b) The Seller shall notify Cyan Stone or cause Cyan Stone to be notified upon the successful transfer or issuance of the Purchase Shares to Cyan Stone.

5.2 Cyan Stone Actions

Cyan Stone shall cause the Purchase Consideration to be transferred from the Purchase Trust Account to an account nominated by the Seller within 2 business days upon receiving confirmation of the transfer or issuance of shares to Cyan Stone pursuant to clause 5.1(b).

5.3 Failure to Satisfy Settlement

If the Purchase Shares have not transferred to or are not issued to Cyan Stone by close of business on the Termination Date, then the funds deposited by Cyan Stone into the Purchase Trust Account shall be returned wholly to Cyan Stone including all interest and this agreement shall terminate, unless otherwise agreed in writing between the parties.

5.4 Time and Location of Settlement

Settlement shall take place on the Settlement Date at the offices of Cyan Stone in New South Wales or at such other offices as the Parties may otherwise agree.

5.5 Simultaneous actions at Settlement

In respect of Settlement:

- (a) the obligations of the Parties under this Agreement are interdependent; and
- (b) unless otherwise stated or agreed between the Parties, all actions required to be performed by a Party at Settlement are taken to have occurred simultaneously.

6. SELLER WARRANTIES

The Seller gives the following representations and warranties in favour of Cyan Stone on the date of execution of this Agreement and on Settlement Date:

- (a) the Seller has full power and authority to enter into and perform its obligations under this Agreement;
- (b) the Seller has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;
- (c) the entry into and performance of this Agreement and all documents executed pursuant to this Agreement by the Seller does not constitute a breach of any obligation (including any statutory, contractual or fiduciary obligation), or default under any agreement or undertaking by which the Seller is bound, and
- (d) the Seller enters into and performs this Agreement on its own account and not as trustee for or nominee of any other person.

(together the **Seller Warranties**)

7. CYAN STONE WARRANTIES

Cyan Stone gives the following representations and warranties in favour of the Seller on the execution of this Agreement and on the Settlement Date:

- (a) Cyan Stone has full power and authority to enter into and perform its obligations under this Agreement;
- (b) Cyan Stone is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation;
- (c) Cyan Stone has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;
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obligation (including any statutory, contractual or fiduciary obligation), or default under any agreement or undertaking by which Cyan Stone is bound; and

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8.1 Notices in writing

Each notice authorised or required to be given to a Party shall be in legible writing and in English addressed to the Party's address set out in clause 8.2 (or such other address nominated in accordance with clause 8.3).

8.2 Initial address of Parties

The initial address of the Parties shall be as follows:

| Party | Address | Attention | E-mail |
|--------------|--|------------------|---------------------------|
| Seller | Unit 2, 164 Spit Road, Mosman NSW 2088 | Billy Zhou | billy.zhou@outlook.com |
| Cyan Stone | Level 16, 5 Martin Place, Sydney NSW 2000 | Mr Wan | cadenwan@cyanstone.com.au |

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Each Party may from time to time change its address by giving notice pursuant to clause 8.1 to the other Parties.

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- (ii) if sent by facsimile, when a facsimile confirmation receipt is received indicating successful delivery; or

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No Party to this Agreement may assign or purport to assign its rights or obligations under this Agreement.

10. COSTS

10.1 Duty

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Each Party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this Agreement.

11. FURTHER ASSURANCE

Each Party shall sign, execute and do all deeds, acts, documents and things as may reasonably be required by the other Party to effectively carry out and give effect to the terms and intentions of this Agreement.

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This Agreement shall be governed by and construed in accordance with the law from time to time in the State of New South Wales and the Parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales and the courts which hear appeals therefrom.

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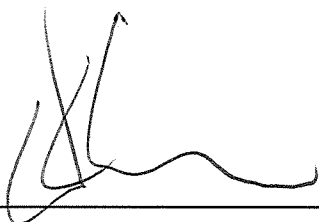
14.4 Time

Time shall be of the essence in this Agreement in all respects.

The Parties have caused their duly authorised representatives to execute this Share Sale Agreement
as of the 10th day of November 2016.

EXECUTED BY)

BILLY ZHOU)



Billy Zhou



Witness

Hao Yin

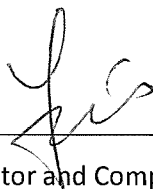
Witness Name

EXECUTED BY)

CYAN STONE PTY LTD)

ACN 606 864 840)

in accordance with section 127 of the)
Corporations Act:)



Sole Director and Company Secretary

SCHEDULE 1

Particulars of the Company

| | |
|---------------------------|--|
| ACN: | 126 634 606 |
| Registered Office: | 395 Lake Street Cairns, Queensland 4870 |
| Place of incorporation: | Perth, Western Australia |
| Administrators Appointed: | Blair Alexander Pleash and Kathleen Elizabeth Vouris Hall Chadwick Sydney Level 40, 2 Park Street Sydney NSW 2000 |
| Directors: | Ralph De Lacey Kwok Ching Tsoi Ze Huang Cai SiHe Tong XiaoYan Tong (as Alternate for SiHe Tong) |
| Secretary: | Ze Huang Cai |
| Auditor: | KPMG Sydney Level 38, Tower Three International Towers Sydney 300 Barangaroo Avenue Sydney NSW 2000 |
| Capital structure: | 889,770,521 issued Ordinary Shares |

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Joint Deed of Company Arrangement Proposal

SCHEDULE 3

DOCA Proposal Schedule 1

Category 1 - C&M Loan to be repaid in full by the company

| Name / Item | Amount | Conversion Price Per Share |
|----------------------------|----------------|----------------------------|
| Ming Huang Trading Limited | \$2,683,941.27 | N/A |
| Cyan Stone Pty Ltd | \$900,000 | N/A |

Category 2 - Debt to be resolved between the specified creditors and SPM by the distribution of ordinary shares in CSD to the specified creditors or their nominees

| Name / Item | Amount | Conversion Price Per Share |
|--|-----------------|----------------------------|
| ARM (NQ) Pty Ltd | \$2,073,912.92 | N/A |
| Snow Peak International Investment Ltd | \$15,035,868.68 | N/A |

Category 3 - Debt to be converted to equity at share value \$0.025c

| Name / Item | Amount | Conversion Price Per Share |
|--|-----------------|----------------------------|
| Snow Peak Global Company Limited | \$10,490,410.96 | \$0.025 |
| Snow Peak International Investment Limited | \$4,323,396.28 | \$0.025 |
| Snow Peak Mining Pty Ltd | \$971,705.43 | \$0.025 |
| Snow Peak Mining Pty Ltd To be distributed to: <ul style="list-style-type: none">- ARM (NQ) Pty Ltd- Snow Peak International Investment Ltd Or their nominees per Category 2 | \$17,109,781.60 | \$0.025 |

Category 4 - Debt to be converted to equity at share value \$0.012615

| Name / Item | Amount | Conversion Price Per Share |
|--|--------------|----------------------------|
| ARM (NQ) Pty Ltd | \$118,169.00 | \$0.012615 |
| WorkForce One Pty Ltd | \$812,776.18 | \$0.012615 |
| NQ Mining Enterprises Pty Ltd | \$49,459.62 | \$0.012615 |
| Shinewarm Resources (HK) Group | \$50,474.66 | \$0.012615 |
| Ralph De Lacey | \$2,865.06 | \$0.012615 |
| Ze Huang Cai | \$2,800.30 | \$0.012615 |
| Billy Zhou | \$4,988.65 | \$0.012615 |
| CSD Directors deferred salary: <ul style="list-style-type: none">- Ze Huang Cai (\$143, 326.21)- Ralph De Lacey (\$148,609.58)- Darryl Harris (\$16,236.13)- Xiaoyan Tong (\$16,819.46)- Kwok Ching Tsoi (\$73,744.40) | \$398,735.78 | \$0.012615 |

SCHEDULE 4

Debts owed to Directors and Directors' related parties not paid during Administration and now owed by the company for the period 19 July 2016 to 20 December 2016.

| Name / Item | Amount | Conversion Price Per Share |
|--|--------------|----------------------------|
| CSD Directors deferred salary <ul style="list-style-type: none">- Ze Huang Cai (\$78,758.60)- Ralph De Lacey (\$89,592.02)- Kwok Ching Tsoi (\$30,045.67)- Seraphina Tong (\$14,486.13) | \$212,882.42 | \$0.012615 |
| Ze Huang Cai – reimbursements not in DOCA | \$16,030.85 | \$0.012615 |
| Billy Zhou – reimbursements not in DOCA | \$15,077.95 | \$0.012615 |
| ARM (NQ) Pty Ltd- Total owing | \$54,967.74 | \$0.012615 |
| NQ Mining Enterprises Pty Ltd - Total owing | \$29,886.63 | \$0.012615 |

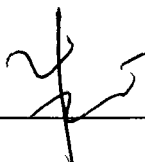
Annexure "E"

This is annexure "E" of 17 pages referred to in form 603.

Company name: Cyan Stone Pty Ltd

ACN: 606 864 840

Signed by: _____

A handwritten signature in black ink, consisting of a stylized 'C' followed by a vertical line and a horizontal line, all connected by a single stroke.

Date: 15 / 05 / 2018

THIS AGREEMENT is made the 10th day of November 2016

BETWEEN

Ze Huang Cai of Unit A901, 40 Shoreline Drive, Rhodes NSW 2138 (**Seller**);

AND

Cyan Stone Pty Ltd (ACN 606 864 840) of Level 16, 5 Martin Place, Sydney NSW 2000 (**Cyan Stone**)

RECITALS

- A. The Seller is a creditor of Consolidated Tin Mines Limited (Administrators Appointed) (**CSD**), an ASX listed company limited by shares the particulars of which are set out in Schedule 1.
 - B. The Seller has agreed to withdraw its Proof of Debt lodged with the Administrator and to convert its debt held in CSD in return for shares in CSD with the amount to be converted and the rate of conversion as set out in Schedules 3 and 4.
 - C. The conversion of the Seller's debt is subject to various conditions which are incorporated as Conditions Precedent in this agreement.
 - D. Upon satisfaction of the conditions required for the Seller to convert its debt in CSD to shares, the Seller wishes to sell and Cyan Stone wishes to purchase a number of shares to be issued to the Seller on the terms as set out in this agreement.
-

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

Administrator means Blair Alexander Pleash and Kathleen Elizabeth Vouris as joint and several Administrators of CSD and SPM.

Agreement and **this Agreement** means the agreement constituted by this document and includes the recitals.

Business Day means a day on which trading banks are open for business in New South Wales.

Colinacobre means Colinacobre Pty Ltd (ACN 601 312 207) of 395 Lake Street, Cairns North QLD 4870.

Conditions Precedent means the conditions precedent set out in clause 2.1.

Creditor means a person to whom money, goods or services are owed.

CSD means Consolidated Tin Mines Limited (Administrators Appointed) (ACN 126 634 606) of 395 Lake Street, Cairns North QLD 4870.

CSD/SPM Asset Sale Agreement means the Asset Sale Agreement between SPM, CSD, Surveyor Mining, SPIL and Colinacobre dated 24 October 2014 and the sale of assets as contemplated in that Agreement.

Duty means any stamp, transfer, transaction or registration duty or similar charge imposed by any Government Agency and includes any interest, fine, penalty, charge or other amount imposed in respect of any of them, but excludes any Tax.

EGM means Extraordinary General Meeting of CSD Shareholders.

Encumbrance means a mortgage, charge, debenture, bill of sale, lien, pledge, easement, restrictive covenant, building condition, writ, warrant, caveat, and the claim stated therein or other right or interest of any third party affecting the Assets.

End Date means 31 March 2017 (or such later date as is agreed between the Parties).

FIRB means the Foreign Investment Review Board of Australia.

Government Agency means:

- (a) a government, whether federal, state, territorial or local;
- (b) a department, office or minister of a government acting in that capacity; or
- (c) a commission, delegate, instrumentality, agency, board or other government, semi-governmental, judicial, administrative, monetary or fiscal authority, whether statutory or not,

in Australia or any other jurisdiction.

Joint DOCA Proposal means the Deed of Company Arrangement Proposal to be proposed by the Directors to the Creditors of SPM and CSD respectively, in the form attached at Schedule 2.

Party means a Party to this Agreement and **Parties** has a corresponding meaning.

Payment Trust Account means Sparke Helmore reference CYA001/2, details of which are:

St George Bank

BSB: 332-082

Account no: 552854936

Account name: Sparke Helmore Trust Account

Swift code: SGBLAU2S

Reference: CYA001/2

Purchase Consideration means the amount specified in clause 3.1(c).

Purchase Consideration means the shares to be sold by the Seller and purchased by Cyan Stone as specified in clause 3.1.

Second Creditors Meeting means the meeting called by the Administrator at which the Directors Joint DOCA Proposal will be presented to Creditors for their consideration/approval/rejection.

Settlement means the settlement on the Settlement Date of the issue and subscription of new Ordinary shares in accordance with the terms of this Agreement.

Settlement Date means that date when the Purchase Shares are successfully transferred or issued to Cyan Stone and the Purchase Consideration has been transferred to the Seller's nominated account pursuant to clauses 5.1 and 5.2.

Share means a fully paid Ordinary share in the capital of CSD.

Share Subscription Agreement means an agreement between CSD and Cyan Stone dated 10 November 2016 and the issuance and subscription of shares as contemplated under that agreement.

Shareholder Approval means approval by CSD Shareholders eligible to vote at a CSD EGM of all resolutions required in order to complete this Agreement.

Shareholder means a holder of a Share in the capital of CSD from time to time.

SPII means Snow Peak International Investment Limited of Flat B 24/F Block 12, Provident Centre, No 43 Wharf Road North Point, Hong Kong.

SPM means Snow Peak Mining Pty Ltd (Administrators Appointed) (ACN 161 212 504) of 395 Lake Street, Cairns QLD 4870.

Surveyor Mining means Surveyor Mining Pty Ltd (ACN 601 108 776) of 395 Lake Street, Cairns QLD 4870.

Tax means any tax, levy, charge, impost, duty, fee, deduction, compulsory loan, withholding, stamp, transaction, registration, duty or similar charge which is assessed, levied, imposed or collected by any government agency and includes, but is not limited to, any interest, fine, penalty, charge, fee or any other accounting imposed on, or in respect of any of the above but excludes Duty.

Termination Date means the date ten (10) business days following the Seller receiving notice from Cyan Stone that the Purchase Consideration has been deposited into the Purchase Trust Account pursuant to clause 4.

1.2 Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect its interpretation, and unless the context indicates a contrary intention;
- (b) an obligation or liability assumed by, or a right conferred on, 2 or more Parties binds or benefits all of them jointly and each of them severally;
- (c) the expression person includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any Party includes that Party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;
- (e) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;
- (h) reference to Parties, clauses, schedules, exhibits or annexures are references to Parties, clauses, schedules, exhibits and annexures to or of this Agreement and a reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;
- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning, and
- (j) a reference to \$ or dollar or cents is to Australian currency.

2. CONDITIONS PRECEDENT

2.1 Conditions

- (a) Acceptance of the Joint DOCA Proposal by both SPM and CSD creditors at the Second Creditors Meeting of the respective companies without any amendment other than where such amendment is acceptable to Cyan Stone in its absolute discretion;
- (b) Acceptance by CSD shareholders at an EGM of CSD shareholders of:
 - (i) Shareholder approval to convert all current pre-administration debt specified in categories 3 and 4 of Schedule 3 (being the debt conversion contemplated

by the DOCA Proposal) to Shares in CSD at the conversion prices specified in Schedule 3, with Shares to be issued to the debt holder or their nominees;

- (ii) Shareholder approval to convert all current debt incurred during the course of the voluntary administration specified in Schedule 4 to Shares in CSD at the conversion prices specified in Schedule 4 with Shares to be issued to the debt holder or their nominees;
 - (iii) Shareholder approval to issue up to 2,700,000,000 [two billion, seven hundred million] new Ordinary CSD shares to Cyan Stone (or its nominees) at \$0.012615 [zero point zero one two six one five dollars] per share as contemplated under this Agreement, and
 - (iv) Shareholder approval to grant Cyan Stone an option expiring on 30 April 2017 to subscribe for 198,176,774 [one hundred ninety eight million, one hundred seventy six, seven hundred and seventy four] new Ordinary CSD shares at \$0.012615 [zero point zero one two six one five dollars] per share for an aggregate amount of \$2.5 million [two million five hundred thousand dollars].
- (c) FIRB approval of the terms contemplated in the CSD/SPM Asset Sale Agreement and the Share Subscription Agreement, by the End Date.

2.2 Satisfaction or Waiver of Conditions

If the Conditions set out in clause 2.1 are not satisfied, or waived, in accordance with the provisions of this Agreement on or before the End Date, this Agreement shall be deemed to be at an end and of no force or effect with no Party being subject to any of the obligations contained in this Agreement and with no party claiming any rights at law or in equity against any other Party save for the performance of those covenants and agreements (if any) which should have already been performed and all damages for breach of the same.

2.3 Duties in Relation to Conditions

Each Party agrees to use their best endeavours to ensure that the Conditions referred to in clause 2.1 which are within that Party's control are fulfilled.

3. SHARE PURCHASE

3.1 Shares

Subject to the terms of this agreement, Cyan Stone agrees to purchase to and the Seller agrees to sell to Cyan Stone:

- (a) 3,963,535 [three million, nine hundred sixty three thousand, five hundred and thirty five] shares in the capital of CSD;
- (b) at a price of \$0.012615 [zero point zero one two six one five dollars] per share;

- (c) for an aggregate amount of \$50,000.00 [fifty thousand dollars] (**Purchase Consideration**).

3.2 No Encumbrances

The shares purchased by Cyan Stone under this agreement shall be transferred free from all liens, charges, equities and encumbrances and together with all rights attaching to them. The shares must also be transferred and allotted to Cyan Stone:

- (a) fully paid;
- (b) ranking equally in all respects with all other ordinary shares of the company CSD, and
- (c) with all rights including dividend and voting rights attaching or accruing to ordinary shares.

4. PAYMENT

- (a) Upon satisfaction of the Conditions Precedent, Cyan Stone shall deposit the Purchase Consideration into the Purchase Trust Account within two [2] business days.
- (b) Cyan Stone shall notify the Seller once the Purchase Consideration has been deposited.

5. SETTLEMENT

5.1 Seller Actions

- (a) The Seller shall:
 - (i) cause the Purchase Shares to be transferred to Cyan Stone, or
 - (ii) cause the Purchase Shares to be issued directly to Cyan Stone by CSDwithin ten [10] business days of receiving notice from Cyan Stone that the Purchase Consideration has been deposited into the Purchase Trust Account pursuant to clause 4(b).
- (b) The Seller shall notify Cyan Stone or cause Cyan Stone to be notified upon the successful transfer or issuance of the Purchase Shares to Cyan Stone.

5.2 Cyan Stone Actions

Cyan Stone shall cause the Purchase Consideration to be transferred from the Purchase Trust Account to an account nominated by the Seller within 2 business days upon receiving confirmation of the transfer or issuance of shares to Cyan Stone pursuant to clause 5.1(b).

5.3 Failure to Satisfy Settlement

If the Purchase Shares have not transferred to or are not issued to Cyan Stone by close of business on the Termination Date, then the funds deposited by Cyan Stone into the Purchase

Trust Account shall be returned wholly to Cyan Stone including all interest and this agreement shall terminate, unless otherwise agreed in writing between the parties.

5.4 Time and Location of Settlement

Settlement shall take place on the Settlement Date at the offices of Cyan Stone in New South Wales or at such other offices as the Parties may otherwise agree.

5.5 Simultaneous actions at Settlement

In respect of Settlement:

- (a) the obligations of the Parties under this Agreement are interdependent; and
- (b) unless otherwise stated or agreed between the Parties, all actions required to be performed by a Party at Settlement are taken to have occurred simultaneously.

6. SELLER WARRANTIES

The Seller gives the following representations and warranties in favour of Cyan Stone on the date of execution of this Agreement and on Settlement Date:

- (a) the Seller has full power and authority to enter into and perform its obligations under this Agreement;
- (b) the Seller has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;
- (c) the entry into and performance of this Agreement and all documents executed pursuant to this Agreement by the Seller does not constitute a breach of any obligation (including any statutory, contractual or fiduciary obligation), or default under any agreement or undertaking by which the Seller is bound, and
- (d) the Seller enters into and performs this Agreement on its own account and not as trustee for or nominee of any other person.

(together the **Seller Warranties**)

7. CYAN STONE WARRANTIES

Cyan Stone gives the following representations and warranties in favour of the Seller on the execution of this Agreement and on the Settlement Date:

- (a) Cyan Stone has full power and authority to enter into and perform its obligations under this Agreement;
- (b) Cyan Stone is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation;
- (c) Cyan Stone has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;

- (d) The entry into and performance of this Agreement and all documents executed pursuant to this Agreement by Cyan Stone does not constitute a breach of any obligation (including any statutory, contractual or fiduciary obligation), or default under any agreement or undertaking by which Cyan Stone is bound; and
- (e) Cyan Stone enters into and performs this Agreement on its own account and not as trustee for or nominee of any other person,

(together the **Cyan Stone Warranties**)

8. NOTICES

8.1 Notices in writing

Each notice authorised or required to be given to a Party shall be in legible writing and in English addressed to the Party's address set out in clause 8.2 (or such other address nominated in accordance with clause 8.3).

8.2 Initial address of Parties

The initial address of the Parties shall be as follows:

| Party | Address | Attention | E-mail |
|--------------|---|------------------|-------------------------------|
| Seller | Unit A901, 40 Shoreline Drive, Rhodes NSW 2138 | Martin Cai | martinczh@hotmail.com |
| Cyan Stone | Level 16, 5 Martin Place, Sydney NSW 2000 | Mr Wan | cadenwan@cyanstone.com. au |

8.3 Change of Address

Each Party may from time to time change its address by giving notice pursuant to clause 8.1 to the other Parties.

8.4 Receipt of notice

Any notice given under this Agreement will be conclusively deemed to have been received:

- (a) in the case of personal delivery, on the actual day of delivery;
 - (i) if sent by mail, two [2] Business Days from and including the day of posting; or

- (ii) if sent by facsimile, when a facsimile confirmation receipt is received indicating successful delivery; or
 - (iii) if sent by e-mail, when a delivery confirmation report is received by the sender which records the time that the e-mail was delivered to the addressee's e-mail address (unless the sender receives a delivery failure notification indicating that the e-mail has not been delivered to the addressee),
- (b) but if the delivery or receipt is on a day that is not a Business Day or is after 5:00 pm (addressee's time) it is regarded as received at 9:00 am on the following Business Day.

9. NO ASSIGNMENT

No Party to this Agreement may assign or purport to assign its rights or obligations under this Agreement.

10. COSTS

10.1 Duty

All Duty assessed on or in respect of this Agreement shall be paid by Cyan Stone.

10.2 Legal costs

Each Party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this Agreement.

11. FURTHER ASSURANCE

Each Party shall sign, execute and do all deeds, acts, documents and things as may reasonably be required by the other Party to effectively carry out and give effect to the terms and intentions of this Agreement.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law from time to time in the State of New South Wales and the Parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales and the courts which hear appeals therefrom.

13. VARIATION

No modification or alteration of the terms of this Agreement shall be binding unless made in writing dated subsequent to the date of this Agreement and duly executed by the Parties.

14. MISCELLANEOUS

14.1 Severance

If any provision of this Agreement is invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without

regard to the invalid provision, shall be and continue to be valid and forceful in accordance with their terms.

14.2 Entire Agreement

This Agreement shall constitute the sole understanding of the Parties with respect to the subject matter and replaces all other agreements with respect thereto.

14.3 Counterparts

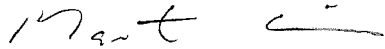
This Agreement may be executed in any number of counterparts (including by way of facsimile) each of which shall be deemed for all purposes to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

14.4 Time

Time shall be of the essence in this Agreement in all respects.

The Parties have caused their duly authorised representatives to execute this Share Sale Agreement
as of the 10th day of November 2016.

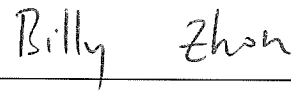
EXECUTED BY)
ZE HUANG CAI)



Ze Huang Cai



Witness



Witness Name

EXECUTED BY)
CYAN STONE PTY LTD)
ACN 606 864 840)
in accordance with section 127 of the)
Corporations Act:)



Sole Director and Company Secretary

SCHEDULE 1

Particulars of the Company

| | |
|---------------------------|--|
| ACN: | 126 634 606 |
| Registered Office: | 395 Lake Street Cairns, Queensland 4870 |
| Place of incorporation: | Perth, Western Australia |
| Administrators Appointed: | Blair Alexander Pleash and Kathleen Elizabeth Vouris Hall Chadwick Sydney Level 40, 2 Park Street Sydney NSW 2000 |
| Directors: | Ralph De Lacey Kwok Ching Tsoi Ze Huang Cai SiHe Tong XiaoYan Tong (as Alternate for SiHe Tong) |
| Secretary: | Ze Huang Cai |
| Auditor: | KPMG Sydney Level 38, Tower Three International Towers Sydney 300 Barangaroo Avenue Sydney NSW 2000 |
| Capital structure: | 889,770,521 issued Ordinary Shares |

SCHEDULE 2

Joint Deed of Company Arrangement Proposal

SCHEDULE 3

DOCA Proposal Schedule 1

Category 1 - C&M Loan to be repaid in full by the company

| Name / Item | Amount | Conversion Price Per Share |
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Annexure "F"

This is annexure "F" of 17 pages referred to in form 603.

Company name: Cyan Stone Pty Ltd

ACN: 606 864 840

Signed by: _____

A handwritten signature in black ink, consisting of a stylized 'C' followed by a vertical line and a horizontal line, all connected by a single stroke.

Date: 15 / 05 / 2018

THIS AGREEMENT is made the 10th day of

November

2016

BETWEEN

WorkForce One Pty Ltd (ACN 168 940 823) of 395 Lake Street, Cairns QLD 4870 (**Seller**);

AND

Cyan Stone Pty Ltd (ACN 606 864 840) of Level 16, 5 Martin Place, Sydney NSW 2000 (**Cyan Stone**)

RECITALS

- A. The Seller is a creditor of Consolidated Tin Mines Limited (Administrators Appointed) (**CSD**), an ASX listed company limited by shares short particulars of which are set out in Schedule 1.
 - B. The Seller has agreed to withdraw its Proof of Debt lodged with the Administrator and to convert its debt held in CSD in return for shares in CSD with the amount to be converted and the rate of conversion as set out in Schedules 3 and 4.
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- (a) a government, whether federal; state, territorial or local;
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St George Bank
BSB: 332-082
Account no: 552854936
Account name: Sparke Helmore Trust Account
Swift code: SGBLAU2S
Reference: CYA001/2

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Purchase Consideration means the shares to be sold by the Seller and purchased by Cyan Stone as specified in clause 3.1.

Second Creditors Meeting means the meeting called by the Administrator at which the Directors Joint DOCA Proposal will be presented to Creditors for their consideration/approval/rejection.

Settlement means the settlement on the Settlement Date of the issue and subscription of new Ordinary shares in accordance with the terms of this Agreement.

Settlement Date means that date when the Purchase Shares are successfully transferred or issued to Cyan Stone and the Purchase Consideration has been transferred to the Seller's nominated account pursuant to clauses 5.1 and 5.2.

Share means a fully paid Ordinary share in the capital of CSD.

Share Subscription Agreement means an agreement between CSD and Cyan Stone dated 10 November 2016 and the issuance and subscription of shares as contemplated under that agreement.

Shareholder Approval means approval by CSD Shareholders eligible to vote at a CSD EGM of all resolutions required in order to complete this Agreement.

Shareholder means a holder of a Share in the capital of CSD from time to time.

SPII means Snow Peak International Investment Limited of Flat B 24/F Block 12, Provident Centre, No 43 Wharf Road North Point, Hong Kong.

SPM means Snow Peak Mining Pty Ltd (Administrators Appointed) (ACN 161 212 504) of 395 Lake Street, Cairns QLD 4870.

Surveyor Mining means Surveyor Mining Pty Ltd (ACN 601 108 776) of 395 Lake Street, Cairns QLD 4870.

Tax means any tax, levy, charge, impost, duty, fee, deduction, compulsory loan, withholding, stamp, transaction, registration, duty or similar charge which is assessed, levied, imposed or collected by any government agency and includes, but is not limited to, any interest, fine, penalty, charge, fee or any other accounting imposed on, or in respect of any of the above but excludes Duty.

Termination Date means the date ten (10) business days following the Seller receiving notice from Cyan Stone that the Purchase Consideration has been deposited into the Purchase Trust Account pursuant to clause 4.

1.2 Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect its interpretation, and unless the context indicates a contrary intention;
- (b) an obligation or liability assumed by, or a right conferred on, 2 or more Parties binds or benefits all of them jointly and each of them severally;
- (c) the expression person includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any Party includes that Party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;
- (e) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;
- (h) reference to Parties, clauses, schedules, exhibits or annexures are references to Parties, clauses, schedules, exhibits and annexures to or of this Agreement and a reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;
- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning, and
- (j) a reference to \$ or dollar or cents is to Australian currency.

2. CONDITIONS PRECEDENT

2.1 Conditions

- (a) Acceptance of the Joint DOCA Proposal by both SPM and CSD creditors at the Second Creditors Meeting of the respective companies without any amendment other than where such amendment is acceptable to Cyan Stone in its absolute discretion;
- (b) Acceptance by CSD shareholders at an EGM of CSD shareholders of:
 - (i) Shareholder approval to convert all current pre-administration debt specified in categories 3 and 4 of Schedule 3 (being the debt conversion contemplated

by the DOCA Proposal) to Shares in CSD at the conversion prices specified in Schedule 3, with Shares to be issued to the debt holder or their nominees;

- (ii) Shareholder approval to convert all current debt incurred during the course of the voluntary administration specified in Schedule 4 to Shares in CSD at the conversion prices specified in Schedule 4 with Shares to be issued to the debt holder or their nominees;
 - (iii) Shareholder approval to issue up to 2,700,000,000 [two billion, seven hundred million] new Ordinary CSD shares to Cyan Stone (or its nominees) at \$0.012615 [zero point zero one two six one five dollars] per share as contemplated under this Agreement, and
 - (iv) Shareholder approval to grant Cyan Stone an option expiring on 30 April 2017 to subscribe for 198,176,774 [one hundred ninety eight million, one hundred seventy six, seven hundred and seventy four] new Ordinary CSD shares at \$0.012615 [zero point zero one two six one five dollars] per share for an aggregate amount of \$2.5 million [two million five hundred thousand dollars].
- (c) FIRB approval of the terms contemplated in the CSD/SPM Asset Sale Agreement and the Share Subscription Agreement, by the End Date.

2.2 Satisfaction or Waiver of Conditions

If the Conditions set out in clause 2.1 are not satisfied, or waived, in accordance with the provisions of this Agreement on or before the End Date, this Agreement shall be deemed to be at an end and of no force or effect with no Party being subject to any of the obligations contained in this Agreement and with no party claiming any rights at law or in equity against any other Party save for the performance of those covenants and agreements (if any) which should have already been performed and all damages for breach of the same.

2.3 Duties in Relation to Conditions

Each Party agrees to use their best endeavours to ensure that the Conditions referred to in clause 2.1 which are within that Party's control are fulfilled.

3. SHARE PURCHASE

3.1 Shares

Subject to the terms of this agreement, Cyan Stone agrees to purchase to and the Seller agrees to sell to Cyan Stone:

- (a) 64,429,345 [sixty four million, four hundred twenty nine thousand, three hundred and forty five] shares in the capital of CSD;
- (b) at a price of \$0.012615 [zero point zero one two six one five dollars] per share;

- (c) for an aggregate amount of \$812,776.18 [eight hundred twelve thousand, seven hundred and seventy six dollars and eighteen cents] (**Purchase Consideration**).

3.2 No Encumbrances

The shares purchased by Cyan Stone under this agreement shall be transferred free from all liens, charges, equities and encumbrances and together with all rights attaching to them. The shares must also be transferred and allotted to Cyan Stone:

- (a) fully paid;
- (b) ranking equally in all respects with all other ordinary shares of the company CSD, and
- (c) with all rights including dividend and voting rights attaching or accruing to ordinary shares.

4. PAYMENT

- (a) Upon satisfaction of the Conditions Precedent, Cyan Stone shall deposit the Purchase Consideration into the Purchase Trust Account within two [2] business days.
- (b) Cyan Stone shall notify the Seller once the Purchase Consideration has been deposited.

5. SETTLEMENT

5.1 Seller Actions

- (a) The Seller shall:
 - (i) cause the Purchase Shares to be transferred to Cyan Stone, or
 - (ii) cause the Purchase Shares to be issued directly to Cyan Stone by CSDwithin ten [10] business days of receiving notice from Cyan Stone that the Purchase Consideration has been deposited into the Purchase Trust Account pursuant to clause 4(b).
- (b) The Seller shall notify Cyan Stone or cause Cyan Stone to be notified upon the successful transfer or issuance of the Purchase Shares to Cyan Stone.

5.2 Cyan Stone Actions

Cyan Stone shall cause the Purchase Consideration to be transferred from the Purchase Trust Account to an account nominated by the Seller within 2 business days upon receiving confirmation of the transfer or issuance of shares to Cyan Stone pursuant to clause 5.1(b).

5.3 Failure to Satisfy Settlement

If the Purchase Shares have not transferred to or are not issued to Cyan Stone by close of business on the Termination Date, then the funds deposited by Cyan Stone into the Purchase

Trust Account shall be returned wholly to Cyan Stone including all interest and this agreement shall terminate, unless otherwise agreed in writing between the parties.

5.4 Time and Location of Settlement

Settlement shall take place on the Settlement Date at the offices of Cyan Stone in New South Wales or at such other offices as the Parties may otherwise agree.

5.5 Simultaneous actions at Settlement

In respect of Settlement:

- (a) the obligations of the Parties under this Agreement are interdependent; and
- (b) unless otherwise stated or agreed between the Parties, all actions required to be performed by a Party at Settlement are taken to have occurred simultaneously.

6. SELLER WARRANTIES

The Seller gives the following representations and warranties in favour of Cyan Stone on the date of execution of this Agreement and on Settlement Date:

- (a) the Seller has full power and authority to enter into and perform its obligations under this Agreement;
- (b) the Seller is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation;
- (c) the Seller has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;
- (d) the entry into and performance of this Agreement and all documents executed pursuant to this Agreement by the Seller does not constitute a breach of any obligation (including any statutory, contractual or fiduciary obligation), or default under any agreement or undertaking by which the Seller is bound, and
- (e) the Seller enters into and performs this Agreement on its own account and not as trustee for or nominee of any other person.

(together the **Seller Warranties**)

7. CYAN STONE WARRANTIES

Cyan Stone gives the following representations and warranties in favour of the Seller on the execution of this Agreement and on the Settlement Date:

- (a) Cyan Stone has full power and authority to enter into and perform its obligations under this Agreement;
- (b) Cyan Stone is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation;

- (c) Cyan Stone has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;
- (d) The entry into and performance of this Agreement and all documents executed pursuant to this Agreement by Cyan Stone does not constitute a breach of any obligation (including any statutory, contractual or fiduciary obligation), or default under any agreement or undertaking by which Cyan Stone is bound; and
- (e) Cyan Stone enters into and performs this Agreement on its own account and not as trustee for or nominee of any other person,

(together the **Cyan Stone Warranties**)

8. NOTICES

8.1 Notices in writing

Each notice authorised or required to be given to a Party shall be in legible writing and in English addressed to the Party's address set out in clause 8.2 (or such other address nominated in accordance with clause 8.3).

8.2 Initial address of Parties

The initial address of the Parties shall be as follows:

| Party | Address | Attention | E-mail |
|--------------|---|--------------------------------|--|
| Seller | 395 Lake Street, Cairns QLD 4870 | Ralph De Lacey & Martin Cai | ralph@nqmining.com.au martinczh@hotmail.com |
| Cyan Stone | Level 16, 5 Martin Place, Sydney NSW 2000 | Mr Wan | cadenwan@cyanstone.com. au |

8.3 Change of Address

Each Party may from time to time change its address by giving notice pursuant to clause 8.1 to the other Parties.

8.4 Receipt of notice

Any notice given under this Agreement will be conclusively deemed to have been received:

- (a) in the case of personal delivery, on the actual day of delivery;
- (i) if sent by mail, two [2] Business Days from and including the day of posting; or

- (ii) if sent by facsimile, when a facsimile confirmation receipt is received indicating successful delivery; or
 - (iii) if sent by e-mail, when a delivery confirmation report is received by the sender which records the time that the e-mail was delivered to the addressee's e-mail address (unless the sender receives a delivery failure notification indicating that the e-mail has not been delivered to the addressee),
- (b) but if the delivery or receipt is on a day that is not a Business Day or is after 5:00 pm (addressee's time) it is regarded as received at 9:00 am on the following Business Day.

9. NO ASSIGNMENT

No Party to this Agreement may assign or purport to assign its rights or obligations under this Agreement.

10. COSTS

10.1 Duty

All Duty assessed on or in respect of this Agreement shall be paid by Cyan Stone.

10.2 Legal costs

Each Party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this Agreement.

11. FURTHER ASSURANCE

Each Party shall sign, execute and do all deeds, acts, documents and things as may reasonably be required by the other Party to effectively carry out and give effect to the terms and intentions of this Agreement.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law from time to time in the State of New South Wales and the Parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales and the courts which hear appeals therefrom.

13. VARIATION

No modification or alteration of the terms of this Agreement shall be binding unless made in writing dated subsequent to the date of this Agreement and duly executed by the Parties.

14. MISCELLANEOUS

14.1 Severance

If any provision of this Agreement is invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without

regard to the invalid provision, shall be and continue to be valid and forceful in accordance with their terms.

14.2 Entire Agreement

This Agreement shall constitute the sole understanding of the Parties with respect to the subject matter and replaces all other agreements with respect thereto.

14.3 Counterparts

This Agreement may be executed in any number of counterparts (including by way of facsimile) each of which shall be deemed for all purposes to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

14.4 Time

Time shall be of the essence in this Agreement in all respects.

The Parties have caused their duly authorised representatives to execute this Share Sale Agreement as of the 10th day of November 2016.

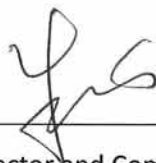
EXECUTED BY)
WORKFORCE ONE PTY LTD)
ACN 168 940 823)
in accordance with section 127 of the)
Corporations Act:)

Director



Director

EXECUTED BY)
CYAN STONE PTY LTD)
ACN 606 864 840)
in accordance with section 127 of the)
Corporations Act:)



Sole Director and Company Secretary

SCHEDULE 1

Particulars of the Company

| | |
|---------------------------|--|
| ACN: | 126 634 606 |
| Registered Office: | 395 Lake Street Cairns, Queensland 4870 |
| Place of incorporation: | Perth, Western Australia |
| Administrators Appointed: | Blair Alexander Pleash and Kathleen Elizabeth Vouris Hall Chadwick Sydney Level 40, 2 Park Street Sydney NSW 2000 |
| Directors: | Ralph De Lacey Kwok Ching Tsoi Ze Huang Cai SiHe Tong XiaoYan Tong (as Alternate for SiHe Tong) |
| Secretary: | Ze Huang Cai |
| Auditor: | KPMG Sydney Level 38, Tower Three International Towers Sydney 300 Barangaroo Avenue Sydney NSW 2000 |
| Capital structure: | 889,770,521 issued Ordinary Shares |

SCHEDULE 2

Joint Deed of Company Arrangement Proposal

SCHEDULE 3

DOCA Proposal Schedule 1

Category 1 - C&M Loan to be repaid in full by the company

| Name / Item | Amount | Conversion Price Per Share |
|----------------------------|----------------|----------------------------|
| Ming Huang Trading Limited | \$2,683,941.27 | N/A |
| Cyan Stone Pty Ltd | \$900,000 | N/A |

Category 2 - Debt to be resolved between the specified creditors and SPM by the distribution of ordinary shares in CSD to the specified creditors or their nominees

| Name / Item | Amount | Conversion Price Per Share |
|--|-----------------|----------------------------|
| ARM (NQ) Pty Ltd | \$2,073,912.92 | N/A |
| Snow Peak International Investment Ltd | \$15,035,868.68 | N/A |

Category 3 - Debt to be converted to equity at share value \$0.025c

| Name / Item | Amount | Conversion Price Per Share |
|--|-----------------|----------------------------|
| Snow Peak Global Company Limited | \$10,490,410.96 | \$0.025 |
| Snow Peak International Investment Limited | \$4,323,396.28 | \$0.025 |
| Snow Peak Mining Pty Ltd | \$971,705.43 | \$0.025 |
| Snow Peak Mining Pty Ltd To be distributed to: <ul style="list-style-type: none">- ARM (NQ) Pty Ltd- Snow Peak International Investment Ltd Or their nominees per Category 2 | \$17,109,781.60 | \$0.025 |

Category 4 - Debt to be converted to equity at share value \$0.012615

| Name / Item | Amount | Conversion Price Per Share |
|--|--------------|----------------------------|
| ARM (NQ) Pty Ltd | \$118,169.00 | \$0.012615 |
| WorkForce One Pty Ltd | \$812,776.18 | \$0.012615 |
| NQ Mining Enterprises Pty Ltd | \$49,459.62 | \$0.012615 |
| Shinewarm Resources (HK) Group | \$50,474.66 | \$0.012615 |
| Ralph De Lacey | \$2,865.06 | \$0.012615 |
| Ze Huang Cai | \$2,800.30 | \$0.012615 |
| Billy Zhou | \$4,988.65 | \$0.012615 |
| CSD Directors deferred salary: <ul style="list-style-type: none">- Ze Huang Cai (\$143, 326.21)- Ralph De Lacey (\$148,609.58)- Darryl Harris (\$16,236.13)- Xiaoyan Tong (\$16,819.46)- Kwok Ching Tsoi (\$73,744.40) | \$398,735.78 | \$0.012615 |

SCHEDULE 4

Debts owed to Directors and Directors' related parties not paid during Administration and now owed by the company for the period 19 July 2016 to 20 December 2016.

| Name / Item | Amount | Conversion Price Per Share |
|--|--------------|----------------------------|
| CSD Directors deferred salary <ul style="list-style-type: none">- Ze Huang Cai (\$78,758.60)- Ralph De Lacey (\$89,592.02)- Kwok Ching Tsoi (\$30,045.67)- Seraphina Tong (\$14,486.13) | \$212,882.42 | \$0.012615 |
| Ze Huang Cai – reimbursements not in DOCA | \$16,030.85 | \$0.012615 |
| Billy Zhou – reimbursements not in DOCA | \$15,077.95 | \$0.012615 |
| ARM (NQ) Pty Ltd- Total owing | \$54,967.74 | \$0.012615 |
| NQ Mining Enterprises Pty Ltd - Total owing | \$29,886.63 | \$0.012615 |

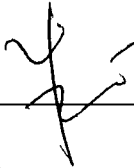
Annexure "G"

This is annexure "G" of 9 pages referred to in form 603.

Company name: Cyan Stone Pty Ltd

ACN: 606 864 840

Signed by: _____

A handwritten signature in black ink, consisting of a stylized 'C' followed by a series of loops and a final horizontal stroke.

Date: 15 / 05 / 2018

THIS AGREEMENT is made the 14th day of November 2017

BETWEEN

WorkForce One Pty Ltd (ACN 168 940 823) of 395 Lake Street, Cairns QLD 4870 (**WFO**);

AND

Cyan Stone Pty Ltd (ACN 606 864 840) of Level 16, 5 Martin Place, Sydney NSW 2000 (**Cyan Stone**)

RECITALS

- A. WFO and Cyan Stone entered into a Share Sale Agreement dated 10 November 2016.
 - B. The Share Sale Agreement contained various Conditions Precedent that have not been completed at the date of this agreement.
 - C. Notwithstanding that the Conditions Precedent have not been met in their entirety, Cyan Stone agrees to provide WFO with a prepayment of the Purchase Consideration.
-

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

Agreement and **this Agreement** means the agreement constituted by this document and includes the recitals.

Conversion Date means the day on which the Share Sale Agreement is terminated or is determined to be unable to proceed and the Prepayment converts automatically into a Loan pursuant to clause 0.

Loan means the loan between Cyan Stone and WFO created from the conversion of the Prepayments into a loan pursuant to clause 3.1 and with terms and conditions as set out in clause 3.2.

Prepayment has the meaning given to it in clause 2.

Share Sale Agreement means the Agreement between WFO and Cyan Stone dated 10 November 2016 contemplating the sale of CSD shares from WFO to Cyan Stone.

1.2 Interpretation

In this Agreement:

- (a) Headings are for convenience only and do not affect its interpretation, and unless the context indicates a contrary intention;

- (b) an obligation or liability assumed by, or a right conferred on, 2 or more Parties binds or benefits all of them jointly and each of them severally;
- (c) the expression person includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any Party includes that Party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;
- (e) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;
- (h) reference to Parties, clauses, schedules, exhibits or annexures are references to Parties, clauses, schedules, exhibits and annexures to or of this Agreement and a reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;
- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning, and
- (j) a reference to \$ or dollar is to Australian currency.

1.3 Share Sale Agreement

Words and phrases defined in the Share Sale Agreement have the same meaning in this Agreement unless otherwise defined in this Agreement or the context requires otherwise.

1.4 End Date Amendment

The definition of End Date in clause 1.1 of the Share Sale Agreement shall be deleted and replaced with a new definition as set out below:

End Date means 31 March 2018 (or such later date as agreed between the parties).

2. PREPAYMENT

Cyan Stone agrees to provide WFO with a prepayment for the full amount of the Purchase Consideration (**Prepayment**), the Prepayment shall be made to the account of WFO as set out in Schedule 1.

3. CONVERSION TO LOAN

3.1 Termination and Voidance

In the event that the Share Sale Agreement is terminated or cannot proceed, the Prepayment converts automatically into a Loan with terms and conditions as set out in clause 3.2 below.

3.2 Terms and Conditions of Loan

Upon conversion of the Prepayment into the Loan pursuant to clause 3.1 above, the following terms shall apply to the Loan:

(a) Loan Amount

The total value of the Loan is equal to the Prepayment made pursuant to clause 2.

(b) Loan Date

The Loan will be deemed to have commenced on the date of the Prepayment.

(c) Interest

Interest shall accrue daily on the Loan at a rate of 10% [ten percent] per annum from the date of the Prepayment (without limiting the repayment obligation under paragraph (d)), until repayment is made.

(d) Repayment

The Loan together with all interest accrued is immediately due and payable by WFO to Cyan Stone on the Conversion Date.

If the Prepayment does not convert into a Loan pursuant to clause 3.1, the terms in this clause 3.2 shall not apply.

4. WFO WARRANTIES

WFO gives the following representations and warranties in favour of Cyan Stone on the date of execution of this Agreement:

- (a) WFO has full power and authority to enter into and perform its obligations under this Agreement;
- (b) WFO is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation;
- (c) WFO has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;

- (d) the entry into and performance of this Agreement and all documents executed pursuant to this Agreement by WFO does not constitute a breach of any obligation (including any statutory, contractual or fiduciary obligation), or default under any agreement or undertaking by which WFO is bound; and
- (e) WFO enters into and performs this Agreement on its own account and not as trustee for or nominee of any other person

(together the **WFO Warranties**)

5. **CYAN STONE WARRANTIES**

Cyan Stone gives the following representations and warranties in favour of WFO on the execution of this Agreement:

- (a) Cyan Stone has full power and authority to enter into and perform its obligations under this Agreement;
- (b) Cyan Stone is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation;
- (c) Cyan Stone has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;
- (d) The entry into and performance of this Agreement and all documents executed pursuant to this Agreement by Cyan Stone does not constitute a breach of any obligation (including any statutory, contractual or fiduciary obligation), or default under any agreement or undertaking by which Cyan Stone is bound; and
- (e) Cyan Stone enters into and performs this Agreement on its own account and not as trustee for or nominee of any other person,

(together the **Cyan Stone Warranties**).

6. **NOTICES**

6.1 **Notices in writing**

Each notice authorised or required to be given to a Party shall be in legible writing and in English addressed to the Party's address set out in clause 6.2 (or such other address nominated in accordance with clause 6.3).

6.2 **Initial address of Parties**

The initial address of the Parties shall be as follows:

| Party | Address | Attention | E-mail |
|-------|---------|-----------|--------|
|-------|---------|-----------|--------|

| | | | |
|---------------|---|----------------------------------|--|
| WFO | 395 Lake Street, Cairns QLD 4870 | Ralph De Lacey and Martin Cai | ralph@nqmining.com.au martinczh@hotmail.com |
| Cyan Stone | Level 16 5 Martin Place Sydney NSW 2000 | Caden Wan | cadenwan@cyanstone.com.au |

6.3 Change of Address

Each Party may from time to time change its address by giving notice pursuant to clause 6.1 to the other Parties.

6.4 Receipt of notice

Any notice given under this Agreement will be conclusively deemed to have been received:

- (a) in the case of personal delivery, on the actual day of delivery;
 - (i) if sent by mail, two (2) Business Days from and including the day of posting; or
 - (ii) if sent by facsimile, when a facsimile confirmation receipt is received indicating successful delivery; or
 - (iii) if sent by e-mail, when a delivery confirmation report is received by the sender which records the time that the e-mail was delivered to the addressee's e-mail address (unless the sender receives a delivery failure notification indicating that the e-mail has not been delivered to the addressee),
- (b) but if the delivery or receipt is on a day that is not a Business Day or is after 5:00 pm (addressee's time) it is regarded as received at 9:00 am on the following Business Day.

7. NO ASSIGNMENT

No Party to this Agreement may assign or purport to assign its rights or obligations under this Agreement.

8. COSTS

8.1 Duty

All Duty assessed on or in respect of this Agreement shall be paid by WFO.

8.2 Legal costs

Each Party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this Agreement.

9. FURTHER ASSURANCE

Each Party shall sign, execute and do all deeds, acts, documents and things as may reasonably be required by the other Party to effectively carry out and give effect to the terms and intentions of this Agreement.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law from time to time in the State of Queensland and the Parties agree to submit to the non-exclusive jurisdiction of the courts of Queensland and the courts which hear appeals therefrom.

11. VARIATION

No modification or alteration of the terms of this Agreement shall be binding unless made in writing dated subsequent to the date of this Agreement and duly executed by the Parties.

12. MISCELLANEOUS

12.1 Severance

If any provision of this Agreement is invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provision, shall be and continue to be valid and forceful in accordance with their terms.

12.2 Entire Agreement

This Agreement shall constitute the sole understanding of the Parties with respect to the subject matter and replaces all other agreements with respect thereto.

12.3 Counterparts

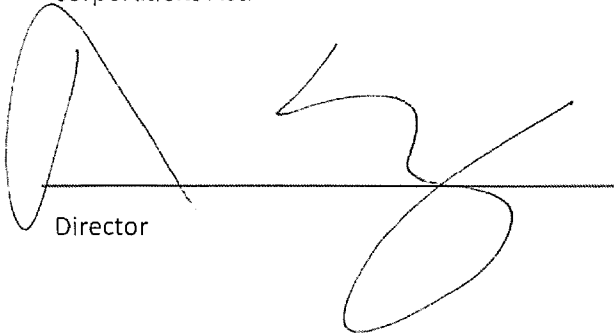
This Agreement may be executed in any number of counterparts (including by way of facsimile) each of which shall be deemed for all purposes to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

12.4 Time

Time shall be of the essence in this Agreement in all respects.

The Parties have caused their duly authorised representatives to execute this Agreement as of the 14th day of November 2017.

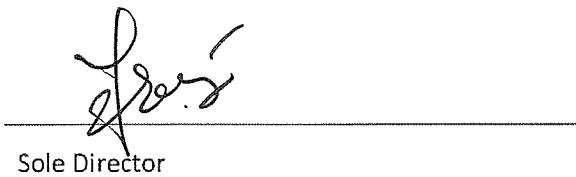
EXECUTED BY)
WORKFORCE ONE PTY LTD)
ACN 168 940 823)
in accordance with section 127 of the)
Corporations Act:)



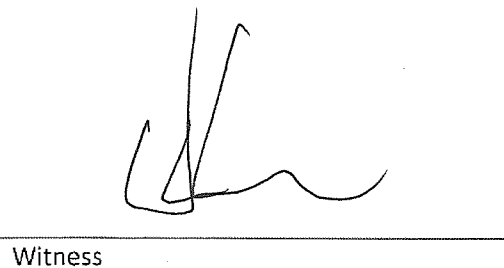
Director

Mart C
Director

EXECUTED BY)
CYAN STONE PTY LTD)
ACN 606 864 840)
in accordance with section 127 of the)
Corporations Act:)



Sole Director



Witness

Billy Ziton
Name of Witness

Schedule 1 - WorkForce One Pty Ltd Payment Details

| | |
|-----------------|-----------------------|
| Bank: | Bendigo Bank |
| Account: | WorkForce One Pty Ltd |
| BSB: | 633-000 |
| Account number: | 151 798 550 |
| Amount: | \$812,776.18 |
| Reference: | Cyan Stone Prepayment |

Form 604

Corporations Act 2001

Section 671B

Notice of change of interests of substantial holder**To** Company Name/Scheme **Consolidated Tin Mines Limited**ACN/ARSN **126 634 606****1. Details of substantial holder(1)**Name **Snow Peak Mining Pty Ltd**ACN/ARSN (if applicable) **161 212 504**There was a change in the interests of
the substantial holder on14 / 05 / 2018

The previous notice was given to the company on

21 / 04 / 2016

The previous notice was date

21 / 04 / 2018**2. Previous and present voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

| Class of securities (4) | Previous notice | | Present notice | |
|-------------------------|-----------------|------------------|----------------|------------------|
| | Person's votes | Voting power (5) | Person's votes | Voting power (5) |
| Ordinary Share (ORD) | 689,950,000 | 75.70% | 187,528,485 | 37.16% |

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

| Date of change | Person whose relevant interest changed | Nature of change (6) | Consideration given in relation to change (7) | Class and number of securities affected | Person's votes affected |
|----------------|--|---|---|---|-------------------------|
| 14/05/2018 | Snow Peak Mining Pty Ltd | Issuance of shares pursuant to 30/04/18 EGM resolutions | Non-cash conversion of debt valued at \$21,228,610.31 | 84,914,442 | 16.83% |
| 14/05/2018 | Snow Peak International Investment Limited | Issuance of shares pursuant to 30/04/18 EGM resolutions | Non-cash conversion of debt valued at \$4,323,396.28 | 17,293,586 | 3.43% |
| 14/05/2018 | Ralph De Lacey | Issuance of shares pursuant to 30/04/18 EGM resolutions | Non-cash conversion of debt valued at \$241,066.66 | 1,910,953 | 0.38% |
| 14/05/2018 | Ze Huang Cai | Issuance of shares pursuant to 30/04/18 EGM resolutions | Non-cash conversion of debt valued at \$240,915.96 | 1,909,759 | 0.38% |
| 14/05/2018 | Kwok Ching Tsoi | Issuance of shares pursuant to 30/04/18 EGM resolutions | Non-cash conversion of debt valued at \$103,790.07 | 822,752 | 0.16% |
| 14/05/2018 | Workforce One Pty Ltd | Issuance of shares pursuant to 30/04/18 EGM resolutions | Non-cash conversion of debt valued at \$812,776.18 | 6,442,935 | 1.28% |
| 14/05/2018 | ARM (NQ) Mining Pty Ltd | Issuance of shares pursuant to 30/04/18 EGM resolutions | Non-cash conversion of debt valued at \$118,169.00 | 1,372,468 | 0.27% |
| 14/05/2018 | NQ Mining Enterprises Pty Ltd | Issuance of shares pursuant to 30/04/18 EGM resolutions | Non-cash conversion of debt valued at \$49,459.62 | 628,984 | 0.12% |

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

| Holder of relevant interest | Registered holder of securities | Person entitled to be registered as holder (8) | Nature of relevant interest (6) | Class and number of securities | Person's votes |
|-----------------------------|---------------------------------|--|---------------------------------|--------------------------------|----------------|
| Snow Peak Mining Pty Ltd | Snow Peak Mining Pty Ltd | Snow Peak Mining Pty Ltd | Legal & beneficial holder | 142,914,442 | 28.32% |

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

| Name and ACN/ARSN (if applicable) | Nature of association |
|-----------------------------------|-----------------------|
| | |

6. Addresses

The addresses of persons named in this form are as follows:

| Name | Address |
|--|---|
| Snow Peak Mining Pty Ltd | 395 Lake Street, Cairns North QLD 4870 |
| Snow Peak International Investment Limited | Flat B, 24/F, Block 12, Provident Centre, No. 43 Wharf Street, North Point, Hong Kong |
| Ralph De Lacey | 395 Lake Street, Cairns North QLD 4870 |
| Ze Huang Cai | A901 / 40 Shoreline Drive, Rhodes NSW 2138 |
| Kwok Ching Tsoi | Flat A, 3/F, 13 Dragon Terrace, Causeway Bay, Hong Kong |
| Workforce One Pty Ltd | 395 Lake Street, Cairns North QLD 4870 |
| ARM (NQ) Mining Pty Ltd | 395 Lake Street, Cairns North QLD 4870 |
| NQ Mining Enterprises Pty Ltd | 395 Lake Street, Cairns North QLD 4870 |

Signature

print name **Ze Huang Cai** capacity **Director**

sign here  date **14 / 05 / 2018**

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown". Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.