

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
Email: admin@csttin.com.au

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

4	<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 	<p>Yes</p>
5	<p>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>
6	<p>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>
6a	<p>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>
6b	<p>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%; text-align: center;">Number</th> <th style="width: 50%; text-align: center;">+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>Insert 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>Note:</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) 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 Company Secretary for Snow Peak Mining Pty Ltd
Date of change	14 May 2018
No. of securities held prior to change	Direct: Ralph De Lacey ATF Ralph De Lacey Superannuation Fund: Ordinary fully paid shares – 1,625,000 Indirect: Contin NQ Pty Ltd: Ordinary fully paid shares – 1,000 NQ Mining Enterprises Pty Ltd: Ordinary fully paid shares – 1,000 Palmer Gold NQ Pty Ltd: Ordinary fully paid shares – 1,000 NQ Ex Pty Ltd: Ordinary fully paid shares – 1,000

+ 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 <small>Note: If consideration is non-cash, provide details and estimated valuation</small>	\$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 <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

+ 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

+ See chapter 19 for defined terms.

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:

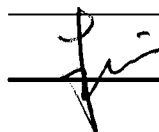
Name	Address
Cyan	Level 16, 5 Martin Place, Sydney, New South Wales, 2000
Each entity set out in Annexure A	c/- Cyan Stone Pty Ltd, Level 16, 5 Martin Place, Sydney, New South Wales, 2000

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.

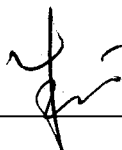
Annexure "A"

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

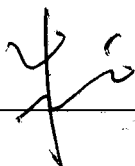
Annexure "B"

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, appearing to be 'Y S', is written over 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

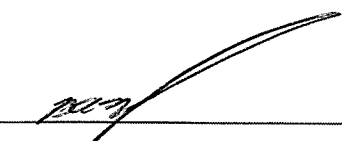
Following satisfaction of the Conditions Precedent in Clause 2.1 and the issuance of new Shares to Cyan Stone under this Agreement such that Cyan Stone holds more than 50% of the issued capital of CSD, CSD will hold a Board meeting at which:

- (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

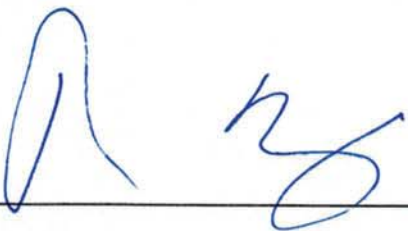
This Deed shall constitute the sole understanding of the Parties with respect to the subject matter and replaces all other agreements with respect thereto.

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:)

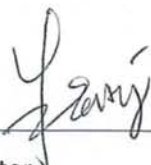


Director

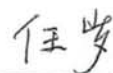


Director


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

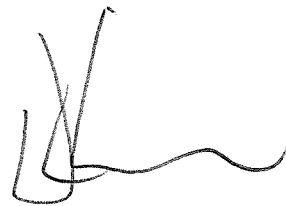


Ze Huang Cai - Director

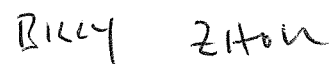
EXECUTED BY)
CYAN STONE PTY LTD)
ACN 606 864 840)
in accordance with section 127 of the Corporations)
Act:)



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

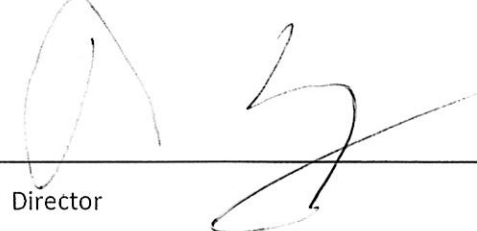
This Deed may be executed in any number of counterparts (including by way of facsimile) each of which shall be deemed for all purposes to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

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:)

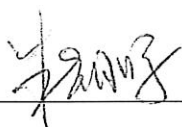


Director



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

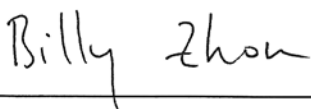
EXECUTED BY)
CYAN STONE PTY LTD)
ACN 606 864 840)
in accordance with section 127 of the Corporations)
Act:)



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

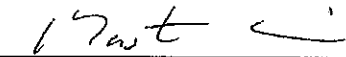
This Deed shall constitute the sole understanding of the Parties with respect to the subject matter and replaces all other agreements with respect thereto.

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:)

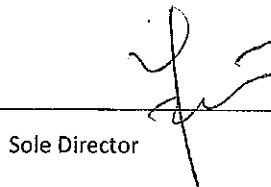


Director



Director

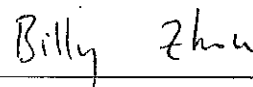
EXECUTED BY)
CYAN STONE PTY LTD)
ACN 606 864 840)
in accordance with section 127 of the Corporations)
Act:)



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,

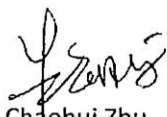
I write in regards to the share subscription agreement between Cyan Stone Pty Ltd ("Cyan") and Consolidated Tin Mines Limited ("CSD") dated 10 November 2016 and most recently amended 6 January 2017 (the "Agreement").

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

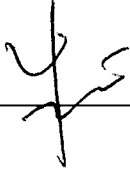
Annexure "C"

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

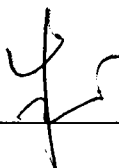
Annexure "D"

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 stroke.

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;
- (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 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

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

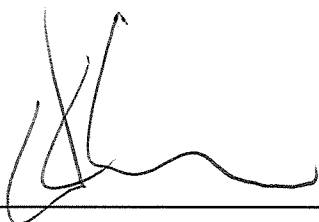
This Agreement may be executed in any number of counterparts (including by way of facsimile) each of which shall be deemed for all purposes to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

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)
BILLY ZHOU)



Billy Zhou

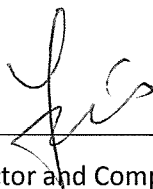


Witness

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

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

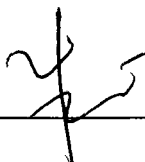
Annexure "E"

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, crossing the signature line.

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

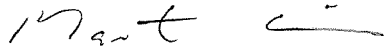
This Agreement may be executed in any number of counterparts (including by way of facsimile) each of which shall be deemed for all purposes to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

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.

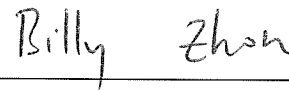
EXECUTED BY)
ZE HUANG CAI)



Ze Huang Cai

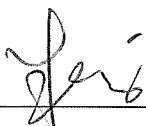


Witness



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
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 "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, with a small flourish at the end.

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.
 - 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 September 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) 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

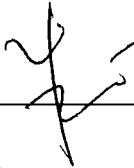
Annexure "G"

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 flourish.

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

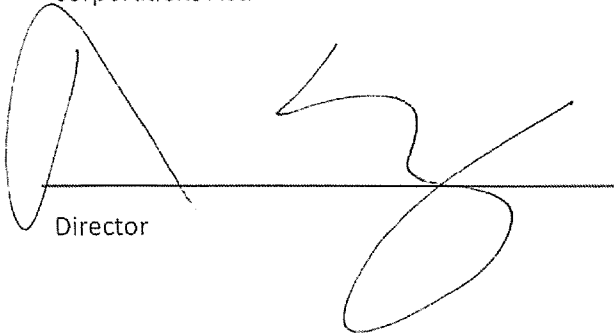
This Agreement may be executed in any number of counterparts (including by way of facsimile) each of which shall be deemed for all purposes to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

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.

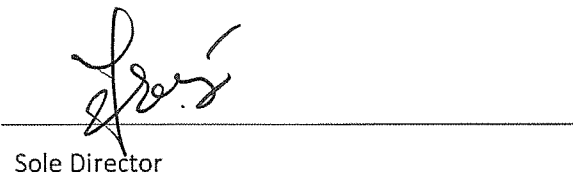
EXECUTED BY)
WORKFORCE ONE PTY LTD)
ACN 168 940 823)
in accordance with section 127 of the)
Corporations Act:)



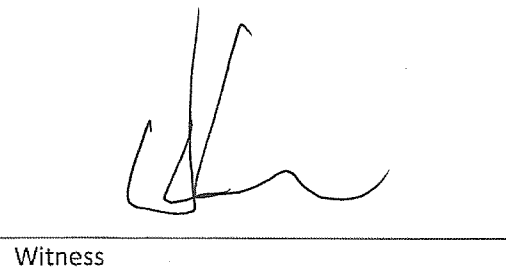
Director

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 604Corporations 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.