

MEMORANDUM OF UNDERSTANDING

14. STATUTORY OBLIGATIONS

This MOU does not negate or replace any of the statutory obligations that HRCC has as a local government authority, nor does it replace any of the obligations that the HRCC has under the *Planning and Environment Act 1987* and *Road Management Act 2004*, or the *Local Government Act 1989* or WIM has as a private company.

This MoU does not negate WIM's obligation to manage the mine in accordance within any approved work plan.

15. TERMINATION

Either of the parties may terminate their participation in this Memorandum of Understanding by providing ninety (90) days written notice. In the event of a breach of any of the terms of the agreement, it may be terminated without notice.

16. SIGNATURES

Sunil Bhalla
Chief Executive Officer
Horsham Rural City Council

Michael Winternitz
Director of Projects
WIM Resource Pty Ltd

Dated this day, [00th] of [month] 2022

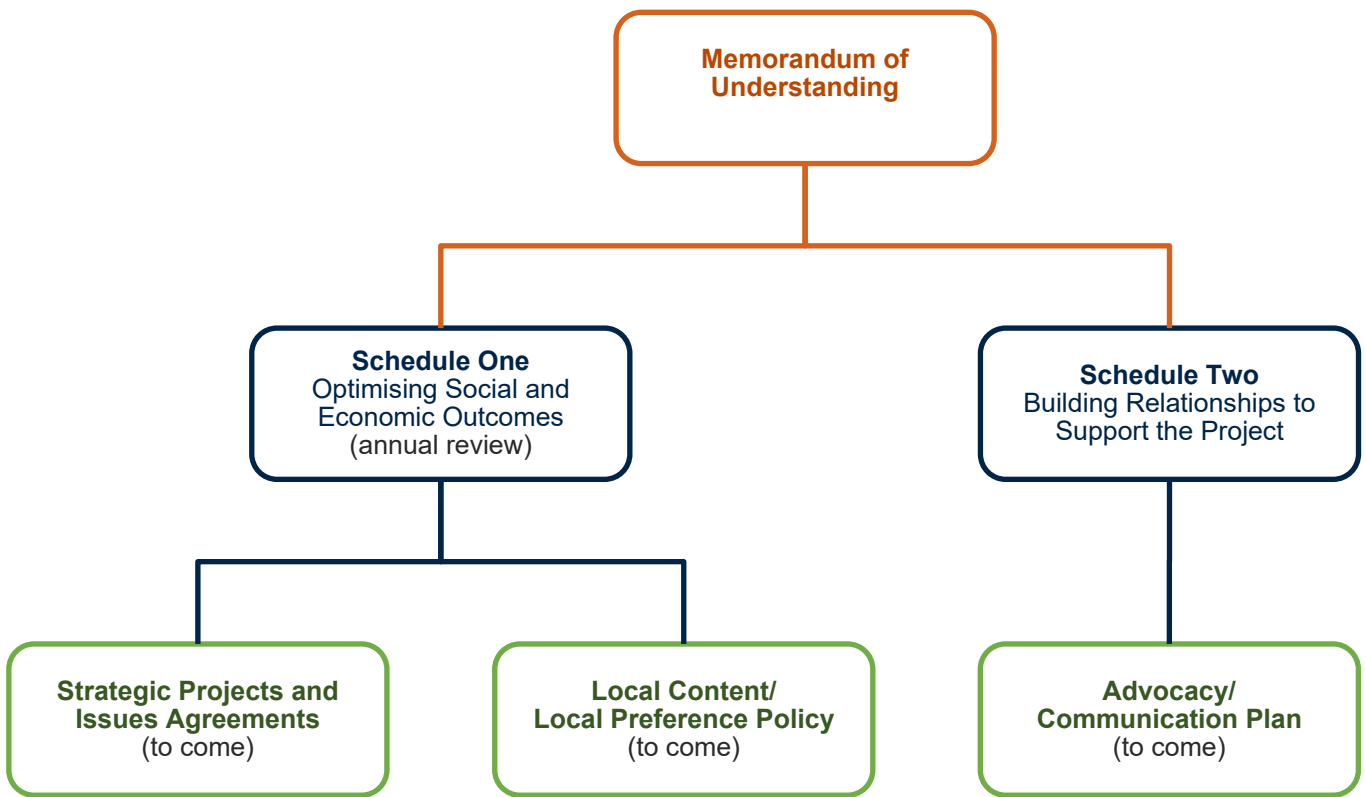
MEMORANDUM OF UNDERSTANDING

APPENDIX ONE

SCHEDULES TO THE AGREEMENT

- ◆ Schedule One: Optimising Economic and Social Outcomes
- ◆ Schedule Two: Building Relationships to Support the Project
- ◆ Schedule Three: Principal Contacts

MODEL OF AGREEMENTS HIERARCHY



MEMORANDUM OF UNDERSTANDING

SCHEDULE ONE: OPTIMISING ECONOMIC AND SOCIAL OUTCOMES

1. PURPOSE

The purpose of Schedule One is to develop a set of agreed principles and actions for both the Horsham Rural City Council (HRCC) and WIM Resource Pty Ltd (WIM) with the objective of maximising the economic and social benefits delivered locally by the project without negatively impacting the operations of the Avonbank Mineral Sands Project (Avonbank Project).

2. DURATION OF THE SCHEDULE AND REVIEW

Schedule One shall apply for a twelve (12) month period from the date of signing the Memorandum of Understanding (MOU). At the end of this period, both parties agree to review the commitments detailed in the schedule, with a view to updating, refining, and adding to them to reflect the Avonbank Project's current status and the requirements for the forthcoming year. This review should be done on an annual basis for the duration of the MOU.

3. INTENTIONS

As detailed in Section 6.1.1 of this MOU, both parties have agreed to work cooperatively and in good faith to facilitate as many positive outcomes from the Avonbank Project as possible whilst also working jointly as practicable to minimise negative economic, employment or social outcomes which may be associated with the project.

To achieve this the following actions will be undertaken:

3.1. Joint Actions

Both parties agree to the following:

- 3.1.1. Facilitate training strategies with the Wimmera Southern Mallee community to generate sufficient lead time for training.
- 3.1.2. Work with local education providers to undertake advanced planning for and advocate to ensure resources are allocated to meet demand stimulated by the Avonbank Project.
- 3.1.3. Work with local health service providers to undertake advanced planning for and advocate to ensure resources are allocated to meet demand stimulated by the Avonbank Project.
- 3.1.4. To work with the existing communities in the Horsham Rural City and Wimmera Southern Mallee region, to develop an ongoing program of community interaction and combined events to facilitate the positive integration of the Avonbank Project workforce and the community.
- 3.1.5. To commit to the investigating the use of rail as a mode for transport of materials to the Port, subject to Clause 3.38 of this MOU. It is acknowledged that WIM is currently proposing road transport for product haulage.

3.2. Horsham Rural City Council Actions

HRCC agrees to the following:

- 3.2.1. Work with industries within the region to:
 - a. help understand the likely impact on their workforce; and
 - b. understand the WIM business model and the requirements this places on businesses and contractors so they are well placed to bid for WIM work.
 - c. promote planning & infrastructure development pathways

MEMORANDUM OF UNDERSTANDING

- 3.2.2. Work with WIM to develop local content clauses in contract tenders related to mining.
- 3.2.3. Facilitate cooperation and discussion between the project and other projects to enhance collaboration and minimise conflict.
- 3.2.4. To support WIM's recruitment processes with information and specific programs aimed at encouraging new employees to relocate to the Wimmera.
- 3.2.5. Commit to advocate and support applications for funding to the State and Federal Governments for improvements to rail infrastructure to enable transport of materials to the ports.
- 3.2.6. Continue to advocate for improvements to the arterial road network to facilitate efficient freight operations.

3.3. WIM Resource Actions

WIM agrees to the following:

- 3.3.1. Have a clearly articulated local preference policy for both employees and suppliers/contractors that is capable of being monitored.
- 3.3.2. Proactively work with locally based Registered Training Organisations to deliver appropriate and affordable mining related training within the region.
- 3.3.3. Where training provider gaps exist, work with Registered Training Organisations to develop new, mining related training capacity.
- 3.3.4. Support mining related apprenticeships, traineeships, and cadetships in the Project Area.
- 3.3.5. To liaise with HRCC with regards to potential sponsorships and align as far as practically possible.
- 3.3.6. To work with HRCC to develop a proactive approach to encourage new employees to relocate to Horsham and District as new residents
- 3.3.7. To include an allowance within engineering related planning, provision of required ancillary rail infrastructure to enable use of rail as a mode of transport to the ports, subject to Clause 3.3.8.
- 3.3.8. WIM will commit to continue to investigate rail as a mode of transport taking into account the triple bottom line, and contingent on necessary infrastructure upgrades

MEMORANDUM OF UNDERSTANDING

Schedule Two: Building Relationships to Support the Project

1. PURPOSE

The purpose of Schedule Two is to develop a set of agreed principles and actions for both Horsham Rural City Council (HRCC) and WIM Resource Pty Ltd (WIM) to build relationships, agreements, and processes with third parties that will facilitate achievement of the area of key focus outlined in Section Six of the Memorandum of Understanding (MOU).

2. DURATION OF THE SCHEDULE AND REVIEW

Schedule Two shall apply for a twelve (12) month period from the date of signing the MOU. At the end of this period, both parties agree to review the commitments detailed in the schedule, with a view to updating, refining, and adding to them to reflect the project's current status and the requirements for the forthcoming year.

3. INTENTIONS

As detailed in Section 6.1.2 of the MOU, both parties have agreed to work cooperatively and in good faith to where practical, legislatively possible and in both organisation's best interests, develop an advocacy and relationship management program which will aid both the project's timely delivery and the provision of wider community benefits.

To do this, the following actions are agreed to:

3.1. Joint Actions:

Both parties agree to the following:

- 3.1.1. Develop and implement an advocacy program to support Schedule One that includes use of agreed key messages and priorities for advocacy effort.
- 3.1.2. Develop a joint position on approval requirements where possible.
- 3.1.3. Work to ensure that the community is provided with opportunities to articulate their vision during and following the Environment Effects Statement (EES) process, for how Avonbank Mineral Sands Project (Avonbank Project) can be embraced and act as a catalyst for development in the Horsham council area and how social opportunities can be maximised and negative impacts mitigated.

MEMORANDUM OF UNDERSTANDING

SCHEDULE THREE: PRINCIPAL CONTACTS

CONTACT DETAILS FOR LIAISON AND COMMUNICATION

1. PURPOSE

The purpose of Schedule Three is to list the appropriate contact details for liaison and communications with respect to the Memorandum of Understanding (MOU) and attached Schedules.

2. DURATION OF THE SCHEDULE AND REVIEW

Schedule Three shall apply for the duration of the MOU and be updated as required by either party to maintain current contact information.

3. INTENTIONS

As detailed in Section 8.1 of the MOU both parties have agreed to liaise on a regular basis using the officer level working party as the primary interface between the two organisations.

3.1. Horsham Rural City Council (HRCC) Details

Title Name Surname 1	[Position] [Email] [Telephone] [Mobile]
Title Name Surname 2	[Position] [Email] [Telephone] [Mobile]
HRCC Street Address:	Horsham Rural City Council Civic Centre 18 Roberts Avenue Horsham Victoria 3400
HRCC Postal Address:	Horsham Rural City Council P.O. Box 511 Horsham VIC 3402

3.2. WIM Resource Pty Ltd (WIM) Details

Mr Michael Winternitz	Director of Projects mwinternitz@wimresource.com.au 02 9264 1990 0467 515 100
Mr Murray Wilson	Community & Land Liaison Officer mwilson@wimresource.com.au 1800 959 298
WIM Street Address:	WIM Resource Pty Ltd Suite 2004, Level 20 201 Elizabeth Street Sydney New South Wales 2000
WIM Postal Address:	WIM Resource Pty Ltd 62 Darlot St Horsham, 3400, VIC