

Current Planning Agreements

Date of Agreement	Related Development	Documents	Agreement Details
22.10.2018	<p>Ardlethan Tin Mine</p> <p>DA2016/67</p> <p>Tin Mine Tailings Processing and Rehabilitation Project</p>	<p><u>Planning Agreement and Explanatory Note</u></p>	<p>The Developer is required to make the following Development Contributions to CSC in respect of the Development:</p> <p>(i) Payment of the Community Enhancement Contribution in accordance with the following terms:</p> <p>A. Annual payments as follows:</p> <ul style="list-style-type: none"> • Year 1: \$20,000 • Year 2: \$30,000 • Years 3 to 8: \$45,000 • Years 9 to 15: \$40,000 <p>B. The Community Enhancement Contribution will first be paid on the Commencement Date as defined herein and then annually on the same date thereafter until Mining Operations cease.</p> <p>(ii) Payment of the Road Maintenance Contribution in accordance with the following terms:</p> <p>A. Annual payments of \$5,000 for the life of the project.</p> <p>B. The Road Maintenance Contribution will first be paid on the Commencement Date as defined herein and then annually on the same date thereafter until Mining Operations cease.</p> <p>C. The Road Maintenance Contribution has been calculated and agreed to by all Parties and reflects the real average annual cost of maintaining the roads listed at Schedule 5 within +/-10% over an extended period of time. At any time, CSC and the Developer agree to renegotiate the Road Maintenance Contributions if the</p>

Current Planning Agreements

			<p>real average annual cost of maintaining the roads listed at Schedule 5 is outside this range.</p> <p>D. If, during the life of the Project, CSC has evidence of Development-related traffic volumes or vehicle types on the designated travel routes as listed in Schedule 5 exceeding the levels proposed in the Development Consent, or of Development-related traffic on any other roads not named in the Development Consent, the Developer agrees to reach a negotiated settlement with CSC to provide additional funds for road repair, maintenance or upgrade works as deemed necessary by the roads authority.</p> <p>E. CSC agrees to maintain the roads listed at Schedule 5 to a standard as deemed reasonable by the roads authority and to take appropriate action as and when required to ensure the Developer is able to conduct its business in an efficient manner over the life of this Agreement.</p> <p>(iii) Payment of the Project Administration and Compliance Management Contribution in accordance with the following terms:</p> <p>A. Annual payments of \$10,000 for the life of the project.</p> <p>B. The Project Administration and Compliance Management Contribution will first be paid will first be paid on the Commencement Date as defined herein and then annually on the same date thereafter until Mining Operations cease.</p> <p>(iv) The various Contributions shall be deemed to have been paid when cleared funds are deposited by means of electronic funds transfer by the Developer into the bank account nominated by CSC.</p>
--	--	--	--

Current Planning Agreements

			<p>(v) All the Contributions listed above are subject to CPI. The three different Contributions shall be indexed according to the CPI from the date of 30th June 2018.</p> <p>(vi) (The Developer agrees to pay interest to CSC on any amount of the Development Contributions from 28 days after they become due for payment, during the period that they remain unpaid, on demand, or at times determined by the Council, calculated on daily balances. The rate to be applied to each daily balance is the Interest Rate (adjusted to be a daily interest rate).</p> <p>(vii) Payment for Road and Intersection Upgrades shall be in accordance with the terms set by Schedule 6.</p> <p>Commencement of VPA Payments means when the pilot plant operations have been completed and the 30 tph (or larger) processing plant has been installed on site ready for use. Whilst this was expected to be approximately six months after the pilot plant operations are completed – this has not occurred to date – TD has been copied into numerous emails from me enquiring as to the status of the development.</p>
27.10.2022	<p>Dennis Trading</p> <p>DA2022/05</p> <p>Installation of 3 x 2473m³ x 18 m high Grain Silos and associated infrastructure</p>	<p>Planning Agreement and Explanatory Note</p>	<p>Commencement of VPA Payments means when the new silos have been constructed and at issue of the required occupation certificate.</p> <p>Annual payments of \$4,000 (exclusive of GST) for the life of the project (CPI Annually) is require under this VPA. The responsibility for arranging payment should be with CSC and an invoice should be sent to Dennis Trading annually on the anniversary of the agreement.</p>

Current Planning Agreements

<p>31.08.2023</p>	<p>Rockwood's/Millbrae Quarry</p> <p>DA2021/44</p> <p>Continued Operation and Extension of Walleroobie Quarry</p>	<p>Planning Agreement and Explanatory Note</p>	<p>There are 2 components to this VPA:</p> <p>Rehabilitation Contribution</p> <p>It is a condition of the Development Consent that the Developer will remediate the Development Land.</p> <p>The parties agree that the Developer will make an annual payment on account of the costs of the remediation works, with such funds to be provided by way of a bank guarantee in favour of Council. The payments are to commence annually from the Commencement Date.</p> <p>The rehabilitation contribution to be paid by the Developer annually shall be 5% of the Estimated Rehabilitation Costs (Annual Rehabilitation Contribution).</p> <p>The Developer will provide an updated guarantee on each anniversary of the commencement of this deed to include the latest Annual Rehabilitation Contribution.</p> <p>Notwithstanding the provisions of clause 8.3 the parties agree that the total rehabilitation contributions to be made by the Developer under this deed are not to exceed the Estimated Rehabilitation Costs.</p> <p>The Developer agrees that it will be responsible for the costs to remediate the Development Land and in the event the Estimated Rehabilitation Costs increase that it will be liable for such increase.</p> <p>Road Maintenance Contribution</p>
-------------------	---	--	---

Current Planning Agreements

			<p>The following sums:</p> <ul style="list-style-type: none">(a) Year 1 - \$0.50 per tonne(b) Year 2 - \$0.65 per tonne(c) Year 3 - \$0.80 per tonne(d) Year 4 - \$0.90 per tonne(e) Year 5 - \$1.00 per tonne(f) Year 6 and subsequent years – CPI increase of the amount payable for the preceding 12 month period calculated in accordance with clause 6.2. <p>The above amounts are to be determined in accordance with clause 7 of the VPA.</p> <p>Within one calendar month of the Developer receiving notice from Council in accordance with clause 7 and on a monthly basis thereafter up until the end of the Term.</p>
--	--	--	---