

COMPENSATION AGREEMENT

AGREEMENT AS TO COMPENSATION to owner and occupier of private land by applicants for mining lease ___P/M

AN AGREEMENT made the _____ day of _____ 20____

Between

_____ (ACN _____) ('the landholder')

and

_____ (ACN _____) ('the applicant')

Recitals

- A.** The applicant has applied for a lease/licence under the Act.
- B.** The landholder owns or occupies the land.
- C.** The parties have agreed to enter into this agreement as a compensation agreement under the Act.

General Terms

1 Definitions

Act means the *Mineral Resources Development Act 1995*;

Commencement date means the date specified in Schedule 1; **Compensable loss** has the same meaning as in the Act; **Expiry date** means the date specified in Schedule 1;

Land means the land specified in Schedule 1.

2 Applicant to pay compensable loss

In the event that, and conditionally upon, the applicant being granted a lease/licence under the Act, the applicant must pay to the landholder the sum of the landholder's compensable loss as set out in Schedule 1 at the frequency set out in Schedule 1.

3 Calculation of landholder's compensable loss

The sum agreed by the parties as the landholder's compensable loss has been calculated on the basis of the applicant's representations as set out in Schedule 2. In the event of any variation by the applicant of those matters set out in Schedule 2 then the landholder's compensable loss must be reassessed and agreed by the parties and failing agreement, determined pursuant to section 150 of the Act.

4 Commencement and expiry dates

This agreement commences on the commencement date and expires on the expiry date.

5 Landholder may terminate agreement

- (a) The landholder may terminate this agreement by giving the applicant a written notice (Termination Notice) if fourteen (14) days after receipt of a written notice (Default Notice) requiring the applicant to do so, the applicant:
 - (i) has not remedied each default in the performance of its obligations as set out in the Default Notice; or
 - (ii) continues to be in breach of any of the provisions set out in this agreement and identified in the Default Notice.
- (b) The Termination Notice will be effective immediately the applicant receives it and the landholder may then recover from the applicant any loss or damage suffered by the landholder due to the applicant's default.

6 Miscellaneous or additional provisions as required

Signed by (the lessee))

.....)
.....)

in the presence of:

) *Signature/Common Seal*

.....
.....
Signature of witness

.....
.....
Name of witness (block letters)

.....
.....
Address of witness

.....
.....
Occupation

Signed by (the landowner))

.....)
.....)

in the presence of:

) *Signature/Common Seal*

.....
.....
Signature of witness

.....
.....
Name of witness (block letters)

.....
.....
Address of witness

.....
.....
Occupation

Schedule 1

| | |
|---|--|
| Amount of compensation: | |
| Lump Sum: | |
| Rent: | |
| Royalty: | |
| Commencement date: | |
| Expiry date: | or upon termination of the applicant's lease/licence issued under the Act, whichever is the earlier. |
| Land (Title ref. & description): | |
| Payment frequency and methodology: | |

Schedule 2

Applicant's Representations

1. Description of proposed work or mining and the location and area of the work or mining

2. Anticipated date of commencement and anticipated duration of proposed work or mining

3. Agreed point or points of entry onto and exit from the land for the purposes of the work or mining

4. The number and type of vehicles, plant and equipment involved in the work or mining

5. Description of the facilities and sanitary arrangements to be provided on the land
