

MINIMUM STOCKPILE VOLUME REQUIREMENT AND MONIES PAYABLE PURSUANT TO CLAUSE 10.11 OF THE AGREEMENT

A. Minimum Stockpile Volume - Clause 10.11.1 of the Agreement

Pursuant to Clause 10.11.1 of the Licence Agreement, the minimum stockpile volume to be met and maintained by the Licensee at all times during the Licence Period shall be ascertained as follows:

Minimum Stockpile Volume at any one time
= 50% of Effective storage plot capacity
= $0.5 \times (\text{Area of the Premises} \times 70\% \times 8.33 \text{Tonnes/sq.metre})$

*I.E.: Premises has an area of 3,804.10 sq. metres.
Minimum Stockpile Volume should be $0.5 \times (3804.10 \times 0.7 \times 8.33)$
= 11,090.85 tonnes*

B. Liquidated Damages Payable Pursuant to Clause 10.11.4 of the Agreement

Amount of Liquidated Damages Payable to the Authority
= Shortfall in Minimum Stockpile Volume (tonnes) x average price (per tonne) of relevant material comprising the stockpile