



**Biobanking agreement  
ID number: 145**

**Under the  
*Threatened Species Conservation Act 1995***

**for**

**Boco Rock Wind Farm Pty Ltd  
for  
Lochlea  
Lot 1 in Deposited Plan number 14852  
Lot 1 in Deposited Plan number 1184381**



**Office of  
Environment  
& Heritage**

**Biobanking agreement under Part 7A Division 2 of the *Threatened Species Conservation Act 1995***

This agreement made on the 23<sup>rd</sup> day of July 2014. between the Minister for the Environment of the State of New South Wales, being the Minister currently administering the *Threatened Species Conservation Act 1995* ('the Minister', which expression shall where the context admits, be deemed to include his or her successors in office) on the one part and Boco Rock Wind Farm Pty Ltd (ACN 137886750), (ABN 49137886750) ('the landowner') of "Lochlea", 1621 Springfield Road, Nimmitabel NSW 2631 on the other part.

**Background**

- A The landowner is the owner of that parcel being Lot 1 DP1184381 Parish Nelson, County Wellesley, Lot 1 DP 14852 Parish Nelson, County Wellesley known as "Lochlea", 1621 Springfield Road, Nimmitabel ('the land').
- B The biobank site that is the subject of this agreement forms part of the land and is shown on the biobank site boundary map. The biobank site covered by this agreement consists of approximately 443.86 hectares.
- C The landowner has requested the Minister to enter into a biobanking agreement under clause 14 of the BioBanking Regulation for the purpose of designating the biobank site on the land.
- D The Minister and landowner recognise that the landowner will receive biodiversity credits determined in accordance with the BioBanking Assessment Methodology (and set out in Annexure B) relating to the impact or likely impact of the management actions required to be carried out under Clause 3 and Annexure C of this agreement regarding the biodiversity values listed in Annexure B.
- E Not applicable.
- F The landowner and the Minister recognise that this biobanking agreement is being entered into for the purposes of the BioBanking Scheme established under Part 7A of the Act.
- G The landowner agrees to undertake the management actions and implement the management plans to improve the biodiversity values of the biobank site as set out in Annexure C.
- H The landowner agrees to undertake monitoring, reporting and record keeping as set out in Annexure D.
- I Accordingly, the parties hereby enter into the following biobanking agreement under section 127D of the Act.
- J The Minister has delegated the power to enter into this biobanking agreement to the Chief Executive of the Office of Environment and Heritage.
- K Under section 127L of the Act, any person may bring proceedings in the Land and Environment Court for an order to remedy or restrain a breach of this agreement. Among other things, the Minister may ask the Court to award damages against the landowner for certain breaches of this agreement.
- L The Minister may, by order under section 127N of the Act, direct the landowner to carry out at their cost such work or actions as the Minister considers necessary to rectify any breach of this agreement. If the landowner does not comply with the order, the Minister may enter the land and cause the work or actions set out in the order to be carried out and may recover the costs of complying with the order from the landowner.

- M Where a person contravenes this agreement, the Minister may apply to the Land and Environment Court under section 127O of the Act for an order that the land be conveyed or transferred to the Minister or to another person or body nominated by the Minister.

**Now this agreement witnesses:**

**1 Interpretation**

- 1.1 In this agreement, unless the contrary intention appears:

the **'Act'** means the *Threatened Species Conservation Act 1995* and any regulations from time to time in force thereunder

**'adaptive management'** means a process for improving management where the outcomes of monitoring indicate that minor alterations to the management actions or management plans are required to improve biodiversity values

**'agreement'** means this biobanking agreement entered into by the Minister and the landowner under section 127D of the Act for this biobank site

**'animal'** has the same meaning as in section 4 of the Act

**'Annexure A'** means Annexure A to this agreement entitled 'Maps of the biobank site'

**'Annexure B'** means Annexure B to this agreement entitled 'Biobanking Agreement Credit Report'

**'Annexure C'** means Annexure C to this agreement entitled 'Management actions and management plans'

**'Annexure D'** means Annexure D to this agreement entitled 'Monitoring, reporting and record keeping requirements'

**'Annexure E'** means Annexure E to this agreement entitled 'Payment schedules'

**'annual report'** means the annual report to be prepared by the landowner in accordance with item 2 of Annexure D

**'authorised officer'** means a person appointed under section 156B of the *National Parks and Wildlife Act 1974*

**'biobank site'** means that part of the land shown as the "biobank site" on the biobank site boundary map

**'biobank site boundary map'** means the map entitled Biobank site boundary map dated 19 May 2014 and included in Annexure A

**'Biobanking Agreement Credit Report'** means the report contained in Annexure B generated by a BioBanking Assessor for the biobank site using the BioBanking Assessment Methodology and the BioBanking Credit Calculator which includes the number and type of biodiversity credits to be created on the biobank site

**'biobanking agreements register'** means the register of biobank sites kept by the Chief Executive under Part 7A of the Act

**'BioBanking Assessment Methodology'** means the rules established under section 127B of the Act

**'BioBanking Regulation'** means the Threatened Species Conservation (Biodiversity Banking) Regulation 2008

**'BioBanking Scheme'** means the Biodiversity Banking and Offsets Scheme established under Part 7A of the Act

**'BioBanking Trust Fund'** means the fund established under Part 7A of the Act to hold funds from the sale of biodiversity credits (the Total Fund Deposit)

**'biodiversity credits'** means biodiversity credits created under Part 7A of the Act

**'biodiversity credits register'** means the register of biodiversity credits kept by the Chief Executive under Part 7A of the Act

**'biodiversity values'** has the same meaning as in section 4A of the Act

**'Chief Executive'** means the Chief Executive of the Office of Environment and Heritage

**'commencement date'** means the date this agreement commences under clause 18 of this agreement

**'critical habitat'** has the same meaning as in section 4 of the Act

**'day'** means any day including Saturdays, Sundays and public holidays

**'development'** has the same meaning as in section 127(1) of the Act

**'ecological burn'** means a burn to improve biodiversity values carried out as part of the management of fire for conservation

**'fee unit'** has the same meaning as in the BioBanking Regulation

**'first payment date'** means the date the balance in the relevant biobank site account is equal to or greater than 80% of the Total Fund Deposit for the first time

**'Fund Manager'** means the person appointed by the Minister from time to time under Part 7A of the Act as the Fund Manager to manage the BioBanking Trust Fund

**GST** has the same meaning as given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth) and any other Act or regulation relating to the imposition or administration of the GST

**'land'** means that parcel or parcels of land which contains the biobank site as described in paragraph A of this agreement

**'management action'** means the actions to be carried out by the landowner on the biobank site to improve biodiversity values for which biodiversity credits may be created. Such actions are set out in of Annexure C. A reference to a management action includes a reference to refraining from doing anything, whether or not that thing was being done beforehand

**'management of fire for conservation'** means the controlled application of fire under specified environmental and weather conditions to a predetermined area and at the time, intensity and rate of spread required to attain planned improvement of biodiversity values

**'management of grazing for conservation'** is the implementation of a variable and adaptive stock grazing regime for improving biodiversity values, such as for controlling exotic weeds or vegetation biomass, or enhancing the competitiveness of native perennial species. Typically it involves short periods of intensive grazing between long periods of little or no grazing. Management of grazing for conservation differs with site condition, specific management goals, seasonal conditions and regions

**'management payments'** means the payments to be made to the landowner in accordance with the payment schedules and the requirements in Annexure E

**'management plans'** means the management plans to be implemented by the landowner in carrying out the management actions and included in Section 3 and Section 4 of Annexure C (or such other management plans as approved by the Chief Executive in accordance with the provisions of Annexure C)

**'management zone'** means those areas of the biobank site identified on the map entitled Map 3: Management zones and paddock numbers dated 19 May 2014 and included in Annexure A

**'maximum operational surplus'** has the same meaning as in clause 33(2) of the BioBanking Regulation

**'Minister'** means the Minister for the time being administering the Act and where not repugnant to the context includes the servants and agents of the Minister

**'native animal'** has the same meaning as in section 5 of the NPW Act

**'native plant'** has the same meaning as in section 5 of the NPW Act

**'native vegetation'** has the same meaning as in section 6 of the NV Act

**'NPW Act'** means the *National Parks and Wildlife Act 1974* and any regulations from time to time in force thereunder

**'NV Act'** means the *Native Vegetation Act 2003* (NSW)

**'OEH'** means the Office of Environment and Heritage

**'ongoing'** in relation to the timing of carrying out a management action means commencing on the commencement date or first payment date (as indicated) and continuing in perpetuity, unless specified otherwise

**'operational deficit'** has the same meaning as in clause 31(2) of the BioBanking Regulation

**'operational deficit threshold'** has the same meaning as in clause 32(2) of the BioBanking Regulation

**'operational surplus'** has the same meaning as in clause 31(3) of the BioBanking Regulation

**'owner'** has the same meaning as in section 127(1) of the Act and includes successors in title referred to in section 127J of the Act

**'party'** means a party to this agreement

**'payment schedules'** means the tables entitled 'payment schedule' and 'in perpetuity management costs' included in Annexure E

**'pesticide'** has the same meaning as in section 5 of the *Pesticides Act 1999* which includes herbicides, insecticides, fungicides, baits and rodenticides

**'plant'** has the same meaning as in section 4 of the Act

**'planting schedule'** means the schedule at item 6.6 of Section 1, Annexure C

**'processing fee'** means the processing fee which is to accompany an application to enter into a biobanking agreement as required by clause 14 of the Biobanking Regulation

**'record keeping requirements'** means those record keeping requirements set out in item 3 of Annexure D

**'regrowth'** has the same meaning as in section 9 of the NV Act

**'relevant biobank site account'** means the biobank site account within the Biobanking Trust Fund kept by the Fund Manager in accordance with clause 30(1) of the Biobanking Regulation

**'remnant native vegetation'** has the same meaning as in section 9 of the NV Act

**'sale date'** means the date that the biobank site, or any part of the biobank site, is first sold, transferred or disposed of to another person.

**'threatened species, populations and ecological communities'** and **'threatened species, population or ecological community'** have the same meaning as in the Act

**'Total Fund Deposit'** has the same meaning as in clause 26(1) of the BioBanking Regulation

**'waste'** has the same meaning as in the *Protection of the Environment Operations Act 1997*.

- 1.2 A word or expression that indicates one or more particular genders shall be taken to indicate every other gender. A reference to a word or expression in the singular form includes a reference to the word or expression in the plural form, and vice versa.
- 1.3 Any reference to an action, or carrying out an action, includes a reference to doing anything or refraining from doing anything.
- 1.4 Any reference to a person shall be deemed to include a corporate body and vice versa.
- 1.5 Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally.
- 1.6 The schedules and Annexures to this agreement form part of this agreement.
- 1.7 Any notes included in the agreement do not form part of the agreement.

## 2 Status of this agreement

The parties agree that this agreement is a biobanking agreement within the meaning of section 127D of the Act.

## 3 Use of the biobank site

The landowner covenants with the Minister as follows:

### General responsibilities

- 3.1 Except as otherwise permitted by this agreement, the landowner must not carry out any act or omit to carry out any act, or cause or permit any act to be carried out or any act not to be carried out which act or omission may harm biodiversity values on the biobank site, including but not limited to any native animals, native plants, threatened species, populations and ecological communities, and their habitats.

Note: The clearing of native vegetation that is otherwise permissible in accordance with the NV Act (whether it is permissible under a Property Vegetation Plan, routine agricultural management activity (as defined under the NV Act), or is otherwise permitted under Part 3 of that Act) can only be carried out on the biobank site to which this agreement applies if it is also permissible under this agreement. Item 5.1 of the management actions contained in Section 1 of Annexure C of this agreement sets out the limited circumstances in which native vegetation can be cleared on the biobank site. Annexure C of this agreement also contains limited exceptions in relation to when a landowner is not required to comply with the management actions contained in Annexure C.

### Cultural heritage

- 3.2 To avoid any doubt, nothing in this agreement is to be construed as authorising (including, but not limited to, by way of a consent, permit, approval or authorisation of any kind for the purposes of Part 6 of the NPW Act) any person to damage or to

cause or permit damage to an Aboriginal object or Aboriginal place in, on or under the biobank site.

#### Obtaining of consents, permits and authorisations

- 3.3 The landowner is responsible for obtaining all necessary licences, consents, authorisations, permits or approvals in order to lawfully comply with and carry out its obligations under this agreement or to undertake or enable any other identified matter under clause 3.5 and/or clause 3.6.

#### Development

- 3.4 The landowner must not carry out, or cause or permit to be carried out, any development (as defined under clause 1 above) on the biobank site, unless the development:
- 3.4.1 is permitted or required under Annexure C, or
  - 3.4.2 is identified in the table entitled 'Permissible development on the biobank site' contained in clause 3.5 or identified in the table entitled "Permissible human activities on the biobank site' contained in clause 3.6.

#### Permissible development

- 3.5 The landowner shall be permitted to carry out, or cause or permit to be carried out, the development specified in the following table in the management zone specified in the table.

Permissible development on the biobank site	
Description of development	Management zone/s
Any development permitted or required as part of a management action under Annexure C, including but not limited to maintaining existing access tracks on the biobank site, building shed/s to store weed control chemicals or other pesticides on the biobank site, building fences to manage stock on the biobank site and building structures to restore natural water flow regimes.	All zones
Any development within the meaning of section 127(1) of the Act reasonably considered necessary to remove or reduce an imminent risk of serious personal injury or damage to property.	All zones

#### Permissible human activities

- 3.6 Notwithstanding clause 3.1, the landowner may carry out or cause or permit to be carried out any human activities specified in the following table, in the management zone specified in the table.

Permissible human activities on the biobank site	
Description of human activities	Management zone/s
Any activity or any development permitted or required as part of a management action under Annexure C, including but not limited to mustering stock or feral herbivores including with mechanised vehicles, spraying or mechanically removing weeds, planting tubestock or sowing seeds of native vegetation, using drip torches, thinning native vegetation, disturbing soil temporarily to control erosion, encouraging regeneration, controlling nutrients or restoring natural flow regimes, laying baits, trapping or otherwise controlling vertebrate pests and feral herbivores and overabundant native herbivores.	All zones
Traditional Aboriginal cultural activities, except commercial activities.	All zones
Any human activity reasonably considered necessary to remove or reduce an imminent risk of serious personal injury or damage to property.	All zones
Any activity required to undertake permissible development	All zones

#### 4 Management actions and management plans

4.1 The landowner must carry out or procure the carrying out of the management actions in accordance with the timing, manner and requirements of Annexure C.

4.2 The landowner must:

- i. implement or procure the implementation of; and
- ii. comply or procure the compliance with

the management plans in accordance with the timing, manner and requirements of Annexure C.

Note: The management actions listed in Annexure C include requirements to take certain action and requirements to refrain from taking certain action.

4.3 Unless otherwise indicated by Annexure C, the landowner must ensure that

- i. the management actions to be carried out in accordance with clause 4.1; and
- ii. the management plans to be implemented and complied with in accordance with clause 4.2

are carried out in perpetuity, commencing from the date indicated in Annexure C.

4.4 The landowner's obligations under this clause are subject to clause 12.4 of this agreement.

#### 5 Total Fund Deposit

For the purpose of clause 26 of the BioBanking Regulation, the Total Fund Deposit for this biobank site is to be calculated as provided by Part 6 of the BioBanking Regulation and is to be paid into the Fund before all of the biodiversity credits listed in Annexure B are retired under the Act. This amount will vary depending on when the Total Fund Deposit is paid into



the Fund and the number of years of yearly management payment has already been made since commencement.

Note: Part 6 of the BioBanking Regulation prescribes the amount that must be deposited in the BioBanking Trust Fund before the first transfer (or retirement without transfer) of each biodiversity credit can be registered. The prescribed amount is the Total Fund Deposit, or proportion thereof if a partial sale of credits is made. The Total Fund Deposit is the present value of the total of all management payments listed under this agreement, as determined by the Chief Executive.

Note: For the purpose of this agreement, the total fund deposit required to be paid into the Trust fund will need to be recalculated at the date at which credits are retired. The calculation will consist of the Total Fund Deposit amount calculated at commencement, \$1, 552 423, and will take into account the yearly contributions from the landholder as listed in table A in Annexure E and documented within the Total Fund deposit worksheet (dated June 6, 2014) and include at Annexure F. The recalculation of the Total Fund deposit will involve removing the years between the commencement and the final sale date, factored by a rate of growth (investment return) necessary to insure the funds are commensurate with that had they been provided at commencement of the agreement. This will be calculated by an Actuary at the cost of the developer, and will also take into consideration annual reporting and compliance with this agreement.

## 6 Biodiversity credits

- 6.1 The Chief Executive is permitted under section 127W(4) of the Act, to create (without application by the landowner under section 127W(4) of the Act) the biodiversity credits listed in Annexure B on the commencement date.
- 6.2 The biodiversity credits listed in Annexure B will be created for the biobank site.
- 6.3 The landowner agrees not to apply to transfer any of the biodiversity credits listed in Annexure B to another person.
- 6.4 The landowner agrees to apply to retire all of the biodiversity credits listed in Annexure B prior to the sale date.
- 6.5 The landowner agrees not to sell, transfer or dispose of the biobank site, or any part of the biobank site, prior to the retirement of the credits.

Note: Under section 127ZA of the Act and Part 6 of the BioBanking Regulation, the Total Fund Deposit must be paid into the BioBanking Trust Fund before the retirement of the credits may be registered.

## 7 Monitoring, record keeping and reporting

- 7.1 The landowner must comply with the monitoring and record keeping requirements as set out in Annexure D.
- 7.2 The landowner must submit an annual report complying with the requirements set out in Annexure D to the Chief Executive within the timeframe specified in Annexure D.
- 7.3 The landowner must notify the Chief Executive in writing as soon as practicable after becoming aware of any failure to comply with this agreement or any other incident at the biobank site (or surrounds) which results or may result in a sudden or significant decline of biodiversity values at the biobank site. In particular, the landowner must notify the Chief Executive of:
  - 7.3.1 the nature, location and time of the incident
  - 7.3.2 the impact of the incident on biodiversity values
  - 7.3.3 the measures that have been taken or will be taken in response to the incident

- 7.3.4 any provision of this agreement which may have been breached
- 7.3.5 the extent of any damage caused or permitted by the incident
- 7.3.6 the measures which have been taken or will be taken to prevent a recurrence of the incident.

## 8 Use of the land by servants, agents, lessees or licensees

The landowner must incorporate all relevant requirements of this agreement in any lease or licence issued for the biobank site, and must at all times ensure that any servant, contractor, consultant, agent, lessee or licensee occupying the biobank site area shall be aware of, and not undertake any act inconsistent with, the landowner's obligations under this agreement.

## 9 Change of land ownership or subdivision of land

- 9.1 The landowner must immediately notify the Chief Executive in writing of any intention to sell, dispose or transfer the ownership of the biobank site or any part thereof.
- 9.2 The landowner must notify the Chief Executive in writing of any change of:
  - 9.2.1 ownership of the biobank site, or any part thereof, within seven (7) days after the change of ownership of the biobank site; or
  - 9.2.2 lessee of the biobank site, or any part thereof, within twenty eight (28) days after the change of lessee or licensee of the biobank site.

The notice must include the name and address and other relevant contact details of the new landowner, lessee or licensee.

- 9.3 The landowner must provide a copy of this agreement, including a copy of each management plan and a copy of all records required to be kept under the record keeping requirements, to the transferee before completion of the assignment, transfer, disposal or sale of any interest in the biobank site.
- 9.4 The landowner must notify the Chief Executive in writing no less than 14 days before the biobank site is subdivided.
- 9.5 The landowner cannot assign, transfer, dispose of or sell its rights, title or interest in part of the land containing any area of the biobank site unless the landowner and the Minister have first agreed to vary the agreement to apportion the obligations and rights under the agreement in respect of that part of the biobank site that will be assigned, transferred, disposed of or sold.

## 10 Right to enter biobank site for research and monitoring

- 10.1 The landowner must permit access to the biobank site at any time to the Minister, the Chief Executive, an authorised officer or an officer of OEHL for the purpose of carrying out research or monitoring in relation to the biodiversity values on the biobank site for which biodiversity credits have been created under this agreement, but only where the person has given reasonable notice to the landowner and the landowner's agent, lessee or licensee, of the intention to enter the biobank site for that purpose and the nature of the research or monitoring that will be conducted. In exercising its right of access under this clause, the Minister, the Chief Executive, an authorised officer or an officer of OEHL must ensure that such access does not:

- 10.1.1 result in physical or radio interference which obstructs, interrupts or impedes the use or operation of any telecommunications network and telecommunications service of a lessee or licensee of a part of the land; or





- 10.1.2 Interfere with the electricity supply separate from the landowner's electricity supply to any part of the land occupied by a lessee or licensee.
- 10.2 The Minister, Chief Executive, an authorised officer or an officer of OEH may make a written request to the landowner to consent to any other person specified in the written request to enter the biobank site for the purpose of carrying out the research or monitoring referred to in clause 10.1, whether or not that person will accompany the Minister, Chief Executive, an authorised officer or an officer of OEH. The landowner will not unreasonably withhold consent.
- 10.3 Clauses 10.1 and 10.2 do not affect or limit the powers of authorised officers under the NPW Act to enter premises for the purpose of determining whether there has been compliance with, or contravention of, this agreement.

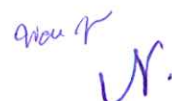
## 11 Agreement preparation expenses

Each party bears its own costs in connection with the preparation and execution of this agreement.

## 12 Obligations of the Minister

- 12.1 Subject to clauses 12.2 and 12.3 and starting from the first payment date, the Minister is required to direct the Fund Manager to make such management payments specified in the payment schedules from the relevant biobank site account to the landowner, at such intervals specified in the payment schedules.
- 12.2 The Minister may only make such a direction if:
- 12.2.1 the relevant biobank site account has sufficient funds to cover the management payment, and
  - 12.2.2 the landowner has submitted the annual report for the preceding reporting period in accordance with clause 7.2 and Annexure D of this agreement, and
  - 12.2.3 the Minister has reviewed the annual report for the preceding reporting period and is satisfied that the landowner has complied with their obligations set out in this agreement in the preceding period.
- 12.3 The landowner acknowledges that the Minister may, with the agreement of the landowner, direct that the management payments should not be made, or should be reduced, for a specified period of time or until further notice if the biobank site account has an operational deficit greater than the operational deficit threshold.
- Note: Withholding or lowering payments when funds in the account are below the maximum operational deficit may help to preserve the long-term financial viability of the fund for the landowner.
- 12.4 If the Minister, with the agreement of the landowner, directs that management payments be reduced or not be made for a specified period of time or until further notice, then:
- 12.4.1 the Minister may, by written agreement with the landowner, suspend or vary any of the landowner's obligations to carry out management actions under this agreement for the same period of time or some other period, and
  - 12.4.2 despite clause 4 of this agreement, the landowner's obligations to carry out management actions under this agreement are suspended or varied in accordance with the agreement.

The Minister must not agree to any variation or suspension under this clause unless satisfied that the variation or suspension does not have a negative impact on the biodiversity values protected by the agreement.

- 12.5 The landowner acknowledges that the Minister may, in addition to the management payments, direct additional payments to be paid from the BioBanking Trust Fund to the landowner, but only in circumstances where the biobank site account has an operational surplus, the operational surplus amount exceeds the maximum operational surplus for the biobank site account, and the amount the Minister directs to be paid does not exceed the difference between the operational surplus amount and the maximum operational surplus.
- 12.6 All management payments shall be paid into the bank account nominated by the landowner in accordance with the payment schedules.

### 13 Ownership of the land and registration of this agreement

- 13.1 The landowner represents and warrants to the Minister that as at the date of this agreement, it is the legal and beneficial owner of the land.
- 13.2 As contemplated by section 127I(1) of the Act, the Minister agrees to notify the Registrar General when this agreement has been entered into, varied or terminated so the Registrar General can register the agreement, variation or termination by making an entry concerning the agreement, variation or termination in the relevant folio of the Register kept under the *Real Property Act 1900* (NSW) for the land.
- 13.3 The fee to register the agreement in accordance with section 127I(1) of the Act will be taken from the processing fee, except as provided by clause 13.4.
- 13.4 If the landowner elects to identify the exact boundaries of the biobank site on the Deposited Plan for the land, the landowner must bear any additional costs of registration.

### 14 Variation and termination

- 14.1 Subject to clause 14.2, this agreement can only be varied or terminated in accordance with the Act.
- 14.2 The landowner waives any right to request voluntary termination in accordance with subsections 127G(5) and (6) of the Act.
- 14.3 This clause does not affect the ability of the Minister and the landowner to terminate this agreement by consent under section 127G(2)(a) of the Act (including in the circumstances described in subsection 127G(6) of the Act).

Note: Clause 14.2 ensures that the landowner can obtain Commonwealth Government tax advantages that apply to conservation covenants. Those tax advantages would not be available if the right to request termination of the agreement under subsections 127G(5) and (6) of the Act was available.

Subsections 127(5) and (6) of the Act give landowners the right to request termination of the agreement where credits are not sold within 3 months or after 5 years of entering the agreement. The effect of clause 14.2 is that the landowner gives up that right. This is essential as the tax advantages are only available where the Commonwealth Government has conferred conservation covenant status on biobank sites – and a requirement of this status is that the sites will operate permanently.

### 15 Indemnity and release

- 15.1 The landowner agrees to indemnify the protected persons against all expenses, losses, damages and costs that the protected person may sustain or incur as a result, whether directly or indirectly, of carrying out obligations under this agreement.
- 15.2 The indemnity given by the landowner does not cover any loss or damage that is caused by a negligent act or omission of the protected persons, or any loss or damage that is contributed to by a negligent act or omission of the protected persons to the extent of the protected persons' contribution to that loss or damage.



- 15.3 The landowner releases to the full extent permitted by law the protected persons from all claims and demands arising out of or in connection with, or as a consequence of, carrying out of obligations by the landowners under this agreement, or in connection with, or as a consequence of, a direction made by the Minister regarding the payment of management payments to the landowner under this agreement.
- 15.4 The release given by the landowner does not cover any claims and demands in respect of any loss or damage that is caused by a negligent act or omission of the protected persons, or any loss or damage that is contributed to by a negligent act or omission of the protected persons to the extent of the protected persons' contribution to that loss or damage.
- 15.5 It is immaterial to the obligations of the landowner under this clause that a claim or demand arises out of any act, event or thing that the landowner is authorised or obliged to do under this agreement or that any time waiver or other indulgence has been given to the landowner for any such obligation under this agreement.

In clauses 15.1–15.4:

- (i) 'protected person' means:
- (a) the Minister
  - (b) the Chief Executive
  - (c) the employees or officers of the Office of Environment and Heritage
  - (d) any other person acting under the direction or control of the Minister or Chief Executive for any purpose
  - (e) the Crown in right of the State of New South Wales;
- (ii) 'claims and demands' means all actions, suits, claims, demands, proceedings, losses, compensation, damages, sums of money, costs, legal costs, charges, and expenses to which the protected persons are or may become liable for in respect of loss or damage to the fixtures of the biobank site, financial or economic loss, loss of opportunity or other consequential loss of the landowner, and injury of any kind to or death of any person claiming through the landowner and however sustained on or outside the biobank site.

## 16 Dispute resolution

- 16.1 Where there is a dispute, difference or claim (dispute), the party raising the dispute must notify the other party in writing of the nature of the dispute, including the factual and legal basis of the dispute.
- 16.2 Within 14 days of the written notice, the Chief Executive and the landowner, or nominated senior representatives of the parties, must confer to attempt to resolve the dispute, and if the dispute cannot be resolved within twenty-one (21) days of the written notice, the Chief Executive and the landowner will refer the matter to mediation.
- 16.3 The parties will agree on the terms of appointment of the mediator and the terms of the mediation in writing within twenty-eight (28) days, failing which the mediation will be at an end and either party may commence court proceedings in respect of the dispute, difference or claim.
- 16.4 If the matter has not been resolved within 28 days of the appointment of the mediator, the mediation process will be at an end and either party may commence court proceedings in respect of the dispute, difference or claim.
- 16.5 Notwithstanding the above clauses, the Minister, the Chief Executive or a person duly authorised by the Chief Executive, may enforce this agreement under the Act, or




institute proceedings without first entering into the dispute resolution procedure set out in clauses 16.1, 16.2, 16.3, and 16.4.

16.6 Clause 10.1 of this agreement is not affected by these arrangements for dispute resolution.

## 17 Governing law

This agreement is governed by the laws of the State of New South Wales and the parties agree to submit to the jurisdiction of the courts of that State.

## 18 Commencement

This agreement shall have effect from the day it is executed by all parties.

## 19 Privacy statement

The landowner acknowledges and consents to the information contained in this agreement being made publicly available on the biobanking agreements register and, where biodiversity credits have been registered, on the biobanking credits register maintained by the Chief Executive and made available on the web.

Note: In accordance with the *Privacy and Personal Information Protection Act 1998* and the Act, some of the information contained in this agreement cannot be made available to the public.

## 20 Exercise of Minister's and Chief Executive's powers

20.1 The landowner acknowledges that the Minister may authorise any officer of OEH to exercise any of the Minister's functions under this agreement on the Minister's behalf.

20.2 The landowner acknowledges that the Chief Executive, may authorise any officer of OEH to do any thing that the Chief Executive for the purposes of this agreement.

## 21 Notices

21.1 Any notice, consent, information, application or request that must or may be given or made to a party is only given or made if it is in writing and delivered or posted to that party at its address set out below, or faxed to that party at its fax number set out below:

### The Minister

Address	Office of Environment and Heritage PO Box A290 SYDNEY SOUTH NSW 1232
Fax	(02) 9995 6795
Attention (nominated officer)	Senior Team Leader, Ecosystem and Threatened Species, Environmental Programs Branch

### Landowner

Address	81 Flinders Street, ADELAIDE SA 5000
Fax	(08) 8205 6288
Attention	Karen Ray-Johnson, Corporate Affairs Accountant

- 21.2 The name or title of the nominated officer or the address for the Minister referred to in clause 21.1 above may be updated from time to time by a further written notice being sent to the landowner by an officer of OEHL advising of the new officer (or title of an office) and address to which such documents, information or notification may be sent.
- 21.3 For the avoidance of doubt, this clause does not fetter the Minister or Chief Executive's discretion to give or withhold from giving such notice, consent or permission.

**Agreement annexures**


- Annexure A Maps of biobank site
- Annexure B Biobanking Agreement Credit Report
- Annexure C Management actions and management plans
- Annexure D Monitoring, reporting and record keeping requirements
- Annexure E Payment schedules
- Annexure F Total Fund Deposit worksheet



In witness where of the parties hereto have executed this agreement the day and year first above written.

Signed by

Terry Bailey, Chief Executive, Office of Environment and Heritage, as the Minister's delegate under Section 142A of the Threatened Species Conservation Act 1995 in the presence of:

  
Terry Bailey  
Date 23 July 2014.

  
Witness signature

Date 23 July 2014

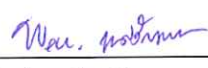
Witness name KAREN GARLAND

Witness address 59-61 Goulburn St, Sydney NSW 2000

Signed by the landowner/s or director/s



Niwat Adirek  
Date  
Director



Ploy Suksrisomboon  
Date  
Director

In the presence of

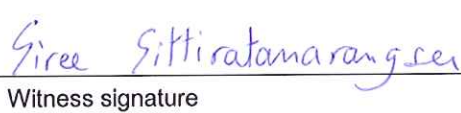
In the presence of



Witness signature  
Date

Witness name Saranya Kalawantwanich

Witness address 69/2 Moo 3 Moobanndk  
Bangkok Thailand



Witness signature  
Date

Witness name Siree Sittiratamarangsee

Witness address 371 Soi 8 Seree 6  
Rama 9-51 Road, Suanluang  
Bangkok, Thailand

Seal (if signing under seal):



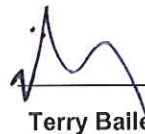




The Chief Executive approves Annexure C and Annexure D as a property management plan prepared by the Landowner under the section 113B of the *Threatened Species Conservation Act 1995*.

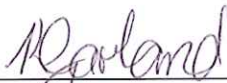
**Signed by**

Terry Bailey, Chief Executive, Office of Environment and Heritage (OEH), as delegate under Section 113B of the *Threatened Species Conservation Act 1995* in the presence of:



Terry Bailey

Date 23 July 2014.



Witness signature

Date 23 July 2014

Witness name KAREN GARLAND

Witness address 59-61 Goulburn St, Sydney NSW 2000



## Annexure A: Maps of biobank site

Map 1: Biobank site boundary map (dated 19 May 2014)

Map 2: Vegetation types map (dated 19 May 2014)

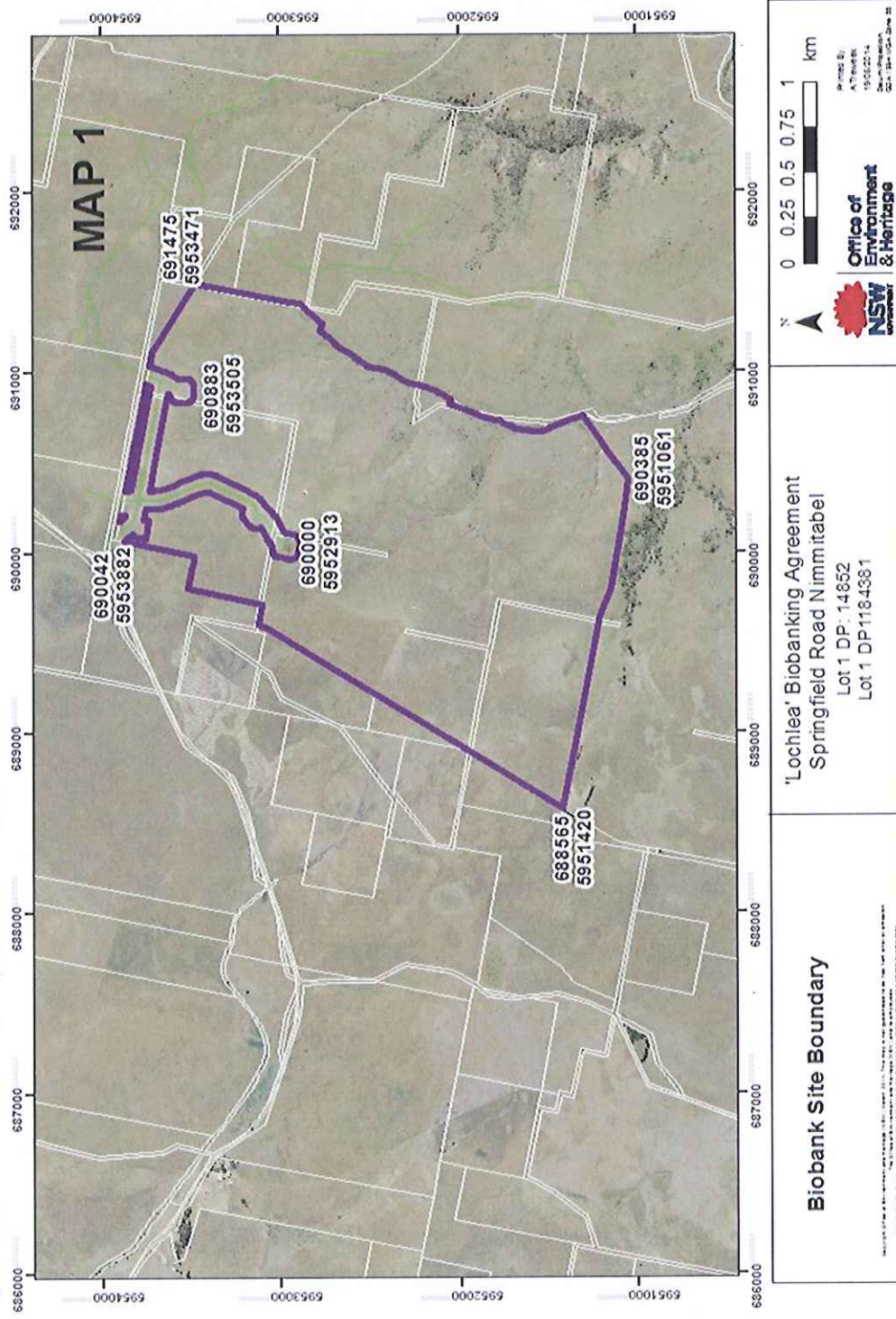
Map 3: Management zones and paddock numbers map (dated 19 May 2014)

Map 4: Property management actions map (dated 13 June 2014)

Map 5: Photo point map (dated 13 June 2014)

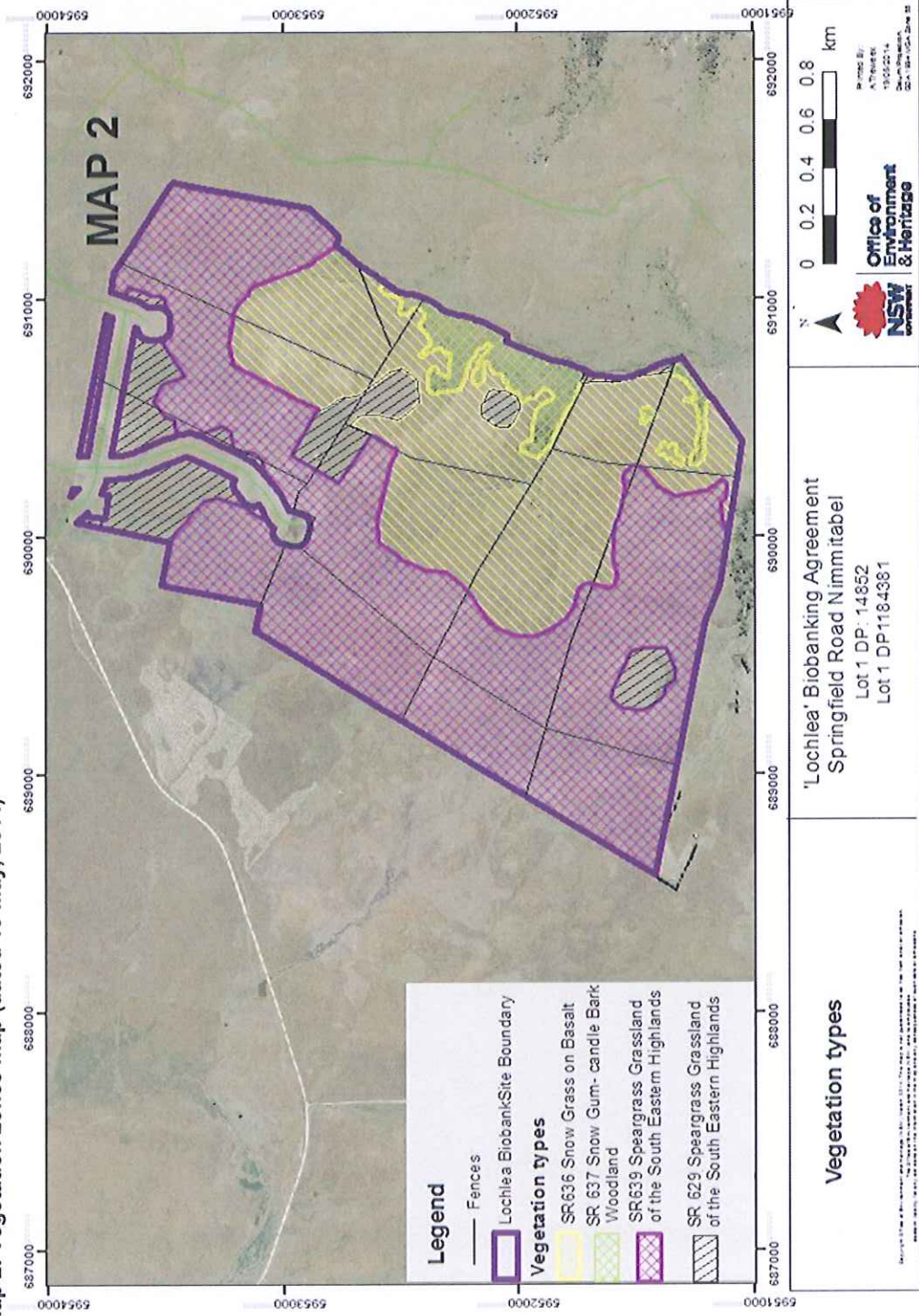


Map 1: Biobank site boundary map (dated 19 May, 2014)



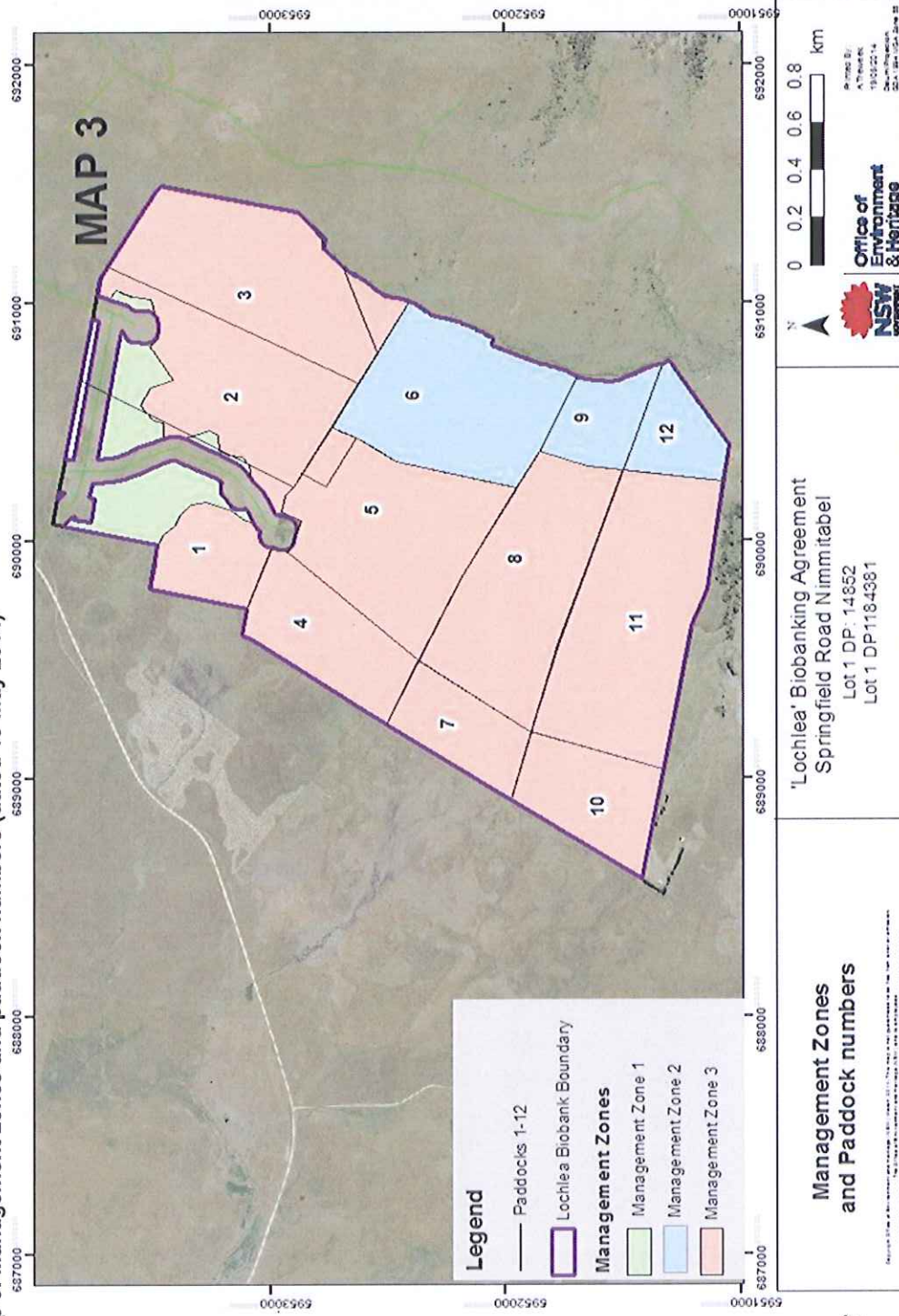
*Handwritten signatures and initials:*  
[Signature]  
wan  
[Initials]

Map 2: Vegetation zones map (dated 19 May, 2014)



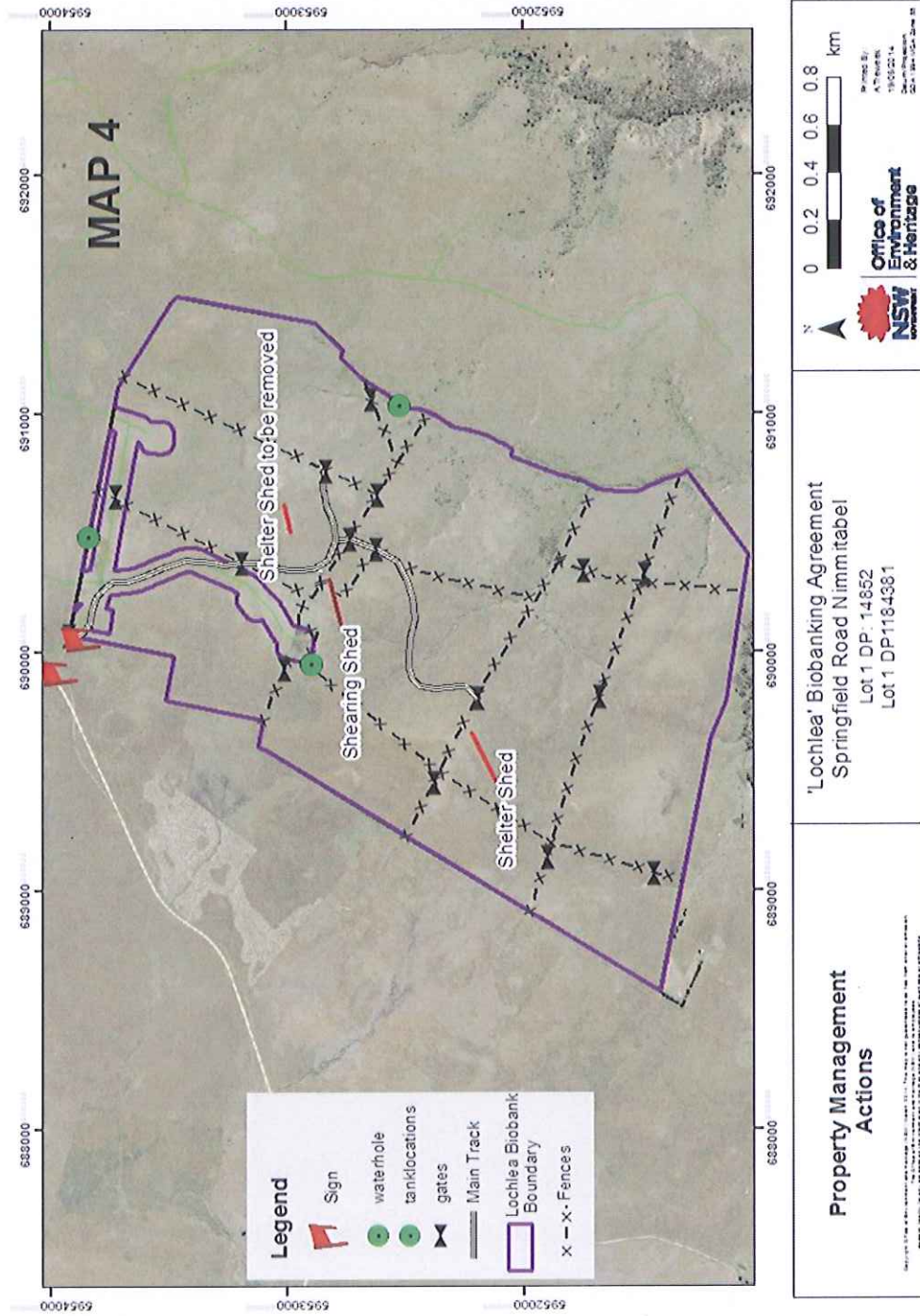
*Handwritten signatures and initials:*  
 [Signature]  
 [Initials]  
 [Initials]

Map 3: Management zones and paddock numbers (dated 19 May 2014)



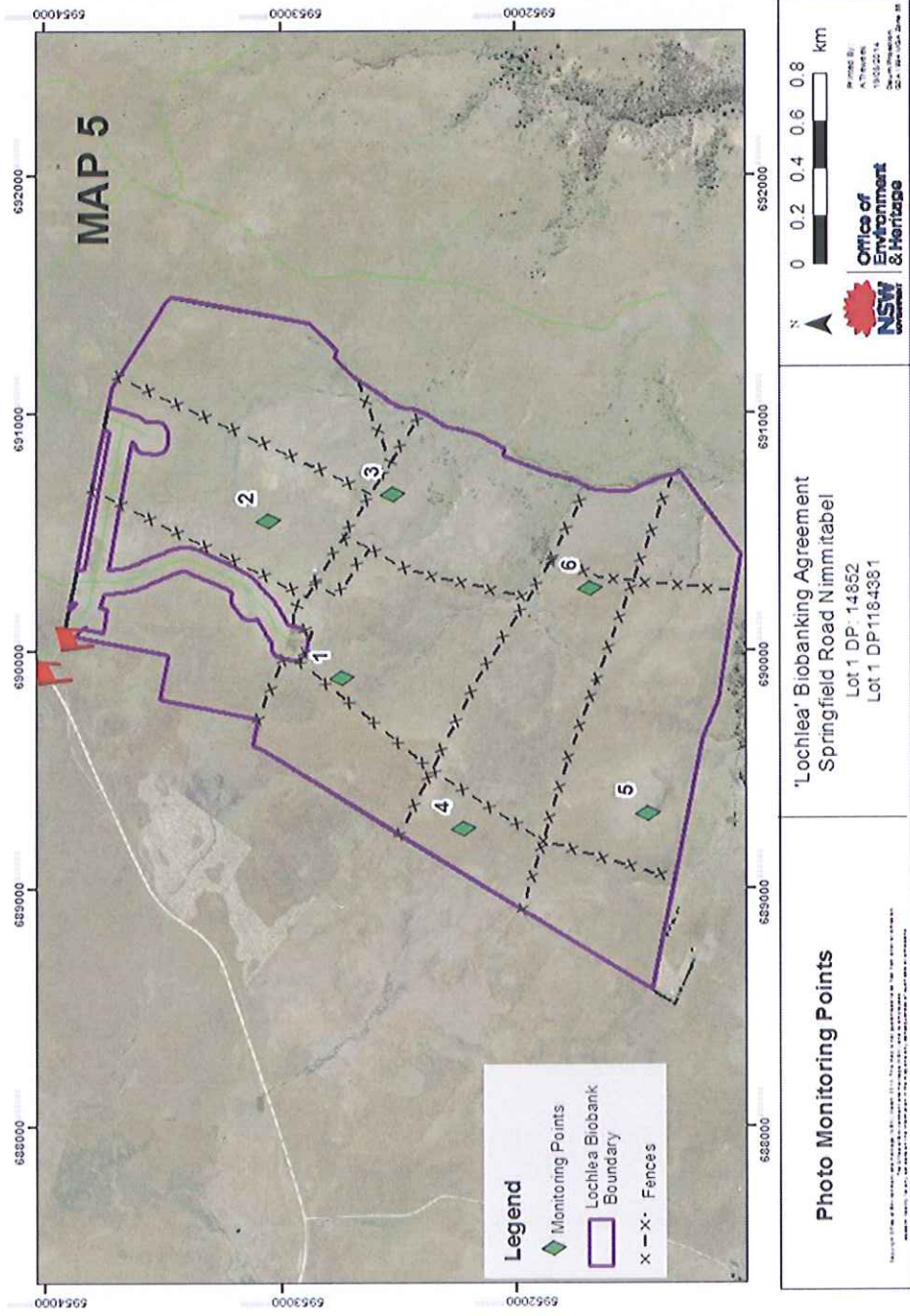
*[Handwritten signatures]*

Map 4: Property management action map (dated 13 June 2014)



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Map 5: Photo point map (dated 13 June 2014)



*Handwritten signatures and initials in blue ink.*

## Annexure B: Biobanking Agreement Credit report

### BioBanking credit report



This report identifies the number and type of credits required at a BIOBANK SITE.

Date of report: 5/08/2014

Time: 9:51:57AM

Tool version: v2.1

#### Biobank details

Proposal ID: 0038/2013/0572B  
Proposal name: Boco Wind farm Lochlea offset site  
Proposal address: 1621 Springfield Road Nimmitabel NSW 2630  
  
Proponent name: Boco rock Wind farm  
Proponent address: PO Box 1189 Aldinga Beach SA 5173  
Proponent phone: 08 83847755  
  
Assessor name: Allison Treweek  
Assessor address: PO Box 733 Queanbeyan NSW 2620  
Assessor phone: 6229 7082  
Assessor accreditation: 0038

#### Additional information required for approval:

- Use of local benchmark
  - Snow Grass - Kangaroo Grass - Sheep's Burr grassland on undulating basalt plateaux, South Eastern Highlands
  - Speargrass grassland of the South Eastern Highlands
  - Speargrass grassland of the South Eastern Highlands
- Expert report...
- Request for additional gain in site value

A handwritten signature in black ink, appearing to be 'G. W.'.

Handwritten initials in blue ink, possibly 'W. W.' or similar.



**Ecosystem credits summary**

Vegetation type	Area (ha)	Credits created
Snow Grass - Kangaroo Grass - Sheep's Burr grassland on undulating basalt plateaux, South Eastern Highlands	140.83	1,113.00
Snow Gum - Candle Bark woodland on broad valley flats of the tablelands and slopes, South Eastern Highlands	19.76	165.00
Speargrass grassland of the South Eastern Highlands	283.27	2,360.00
<b>Total</b>	<b>443.86</b>	<b>3,638</b>

**Credit profiles****1. Snow Gum - Candle Bark woodland on broad valley flats of the tablelands and slopes, South Eastern Highlands, (SR637)**

Number of ecosystem credits created	165
CMA sub-region	Monaro (Part C)
Minimum percent native vegetation cover class	>70%
Minimum adjacent remnant area class	>100 ha

**2. Snow Grass - Kangaroo Grass - Sheep's Burr grassland on undulating basalt plateaux, South Eastern Highlands, (SR636)**

Number of ecosystem credits created	1,113
CMA sub-region	Monaro (Part C)
Minimum percent native vegetation cover class	>70%
Minimum adjacent remnant area class	>100 ha

**3. Speargrass grassland of the South Eastern Highlands, (SR639)**

Number of ecosystem credits created	2,360
CMA sub-region	Monaro (Part C)
Minimum percent native vegetation cover class	>70%
Minimum adjacent remnant area class	>100 ha




**Species credits summary**

Common name	Scientific name	Extent of Impact Ha or individuals	Number of species credits created
Grassland Earless Dragon	Tympanocryptis pinguicolla	378.00	451
Striped Legless Lizard	Delma impar	238.08	284

**Additional management actions**

Additional management actions are required for:

Vegetation type or threatened species	Management action details
Snow Grass - Kangaroo Grass - Sheep's Burr grassland on undulating basalt plateaux, South Eastern Highlands	Feral and/or over-abundant native herbivore control
Snow Grass - Kangaroo Grass - Sheep's Burr grassland on undulating basalt plateaux, South Eastern Highlands	Fox control
Snow Gum - Candle Bark woodland on broad valley flats of the tablelands and slopes, South Eastern Highlands	Exclude miscellaneous feral species
Snow Gum - Candle Bark woodland on broad valley flats of the tablelands and slopes, South Eastern Highlands	Feral and/or over-abundant native herbivore control
Snow Gum - Candle Bark woodland on broad valley flats of the tablelands and slopes, South Eastern Highlands	Fox control
Speargrass grassland of the South Eastern Highlands	Feral and/or over-abundant native herbivore control
Speargrass grassland of the South Eastern Highlands	Fox control
Striped Legless Lizard	Fox control




## Annexure C: Management actions and management plans

*This Annexure C, together with Annexure D, is approved as a property management plan prepared by the landowner under the section 113B of the Threatened Species Conservation Act 1995.*

### A Management actions

A1 The landowner must undertake, or cause to be undertaken, the Management Actions contained in the following tables in this Annexure C:

- (i) Section 1: Standard management actions ('Section 1'); and
- (ii) Section 2: Additional management actions ('Section 2')

in accordance with the conditions specified in Section 1 and Section 2 and within the timeframes (if any) specified in Section 1 and Section 2.

Note: Table A in Annexure E also indicates how much the landowner should spend on the management actions in each year following the commencement date but prior to the first payment date. For this purpose, the number of each row corresponds to the year following the commencement date. For example, row 2 shows the amount that the landowner should spend on management actions in the 2<sup>nd</sup> year following the commencement date.

A2 In carrying out the management actions, the landowner must implement and, at all relevant times comply with, the management plans as contained in the following tables in this Annexure C:

- (i) Section 3: Standard management plans ('Section 3'); and
- (ii) Section 4: Additional management plans ('Section 4')

in accordance with the conditions specified in those tables and management plans and within the timeframes (if any) specified in Section 3 and Section 4.

A3 Where a management action requires that something must not be done, the landowner must not do that thing and must not cause, authorise or permit any other person to do that thing.

A4 Notwithstanding A1 and A2 above, the landowner is not required to undertake the management actions so described if the action is inconsistent with anything (act or omission) required or authorised to be done by the landowner by or under any of the following:

- I. removal of noxious weeds under the Noxious Weeds Act 1993
- II. the control of noxious animals under the Rural Lands Protection Act 1998
- III. an obligation arising under an eradication order or pest control order under Part 11 of the Rural Lands Protection Act 1998
- IV. a direction under section 37A of the State Emergency and Rescue Management Act 1989 in relation to a state of emergency or a direction under section 22A of the State Emergency Service Act 1989
- V. in respect of the *Rural Fires Act 1997*:
  - (a) an emergency fire fighting act within the meaning of that Act
  - (b) emergency bushfire hazard reduction work within the meaning of that Act
  - (c) any notified steps issued to the landowner under section 63 of that Act

- (d) any notice by a local authority under section 66 of that Act to undertake specified bushfire hazard reduction work
  - (e) otherwise as part of any managed bushfire hazard reduction work within the meaning of the *Rural Fires Act 1997* that is carried out in accordance with:
    - i. a current bushfire hazard reduction certificate that applies to the work
    - ii. the provisions of any bushfire code applying to the land specified in the certificate.
- A5 The landowner may make minor alterations to any management actions as part of adaptive management, where the outcomes of monitoring, including documented observations of the landowner or his/her servant, lessee, agent or licensee/s, indicate that the minor alterations to the management actions are required to improve biodiversity values in accordance with the biobanking agreement. The landowner must document the minor alterations made to the management actions and the reasons for the alterations, and retain a record of the documentation and include it in the annual report.
- B Timing for carrying out management actions**
- B1 An obligation to carry out a management action (or implement and comply with a management plan):
- (i) will commence on the commencement date; and
  - (ii) must be carried out in perpetuity unless otherwise indicated in Sections 1 to 4 of this Annexure C.
- B2 The landowner must ensure that if a timeframe is specified in Sections 1 to 4, that the management action is carried out within that timeframe.
- B3 For the avoidance of doubt, an obligation to carry out a management action within a specified timeframe continues until the management action has been carried out even if the time for compliance has passed.



## Section 1: Standard management actions

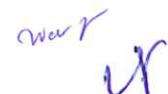
Standard management actions		
Item 1	Management of grazing for conservation	Timing
1.1	<p>The primary objectives of grazing on the biobank site are to:-</p> <ul style="list-style-type: none"> <li>• Reduce the cover and abundance of exotic (Management Zone 3 (target is a reduction to less than 5% cover of exotic species in most areas).</li> <li>• Permit natural tree regeneration in areas that are or were originally woodland and open forest within Management Zone 2. The target is to increase canopy cover to at least half that expected in undisturbed woodland of the same vegetation type and to increase the number of trees with hollows over the long term).</li> <li>• Increase native plant species richness and native groundcover of non-grasses in Management Zone 1 (target is an increase of 6-8 native species in representative 20m x 20m plots)</li> </ul> <p>Paddocks and management zones are shown on <i>Map 3 Management zones and paddock numbers</i> (dated May 19 2014).</p> <p>Vegetation types are shown in map 2 <i>Vegetation zones</i> (date May 19 2014).</p> <p>Stock must not be permitted to graze in any paddock of the biobank site when there is less than an average of 70% of living ground cover or the inter-tussock sward height is less than an average of 5 cm high, or there is less than 1,500 kg/ha dry biomass. These threshold values should be measured at sites within the paddock that are representative of the general condition of the paddock. This target recognises that within any paddock the biomass may be lower for rocky areas which provide better Grassland Earless Dragon habitat and higher in non rocky areas that are more suitable to be managed as Natural Temperate Grassland.</p> <p>Sheep are to be the only form of domestic stock used to control biomass unless sound justification arises as to why cattle should be used instead and the use of cattle grazing is approved in writing by OEH.</p>	Ongoing from commencement date.

<p>1.2</p>	<p>Subject to item 1.1 above, stock must not be permitted to graze on the biobank site except to improve biodiversity values. The landowner must stock at a rate of no more than 4 Dry Sheep Equivalents per hectare averaged across the entire property.</p> <p>The landowner must make a record of the number and type of animals stocked at the biobank site, the date/s they were stocked and de-stocked and the paddocks numbers where they were stocked and de-stocked. These records must be maintained in accordance with the record keeping requirements.</p> <p>Specific requirements:</p> <p><b>Management Zones 1 and 3</b></p> <p>Each paddock within Management Zones 1 &amp; 3 are to be rested for a period of at least eight weeks commencing from September or October to allow flowering and seeding of native flora.</p> <p>Paddock records detailing rest periods must be kept by the property manager.</p> <p>All grazing is to be "time controlled rotational cell grazing" not set stocking. During the grazing of individual paddocks stocking rates should be high enough to ensure the desired reduction of biomass/ sward height is achieved within one to two weeks.</p> <p>Additional internal fencing and stock watering points, as identified on <i>Map 4 Property Management Actions Map</i> dated May 19, 2014 will be permitted to facilitate suitable rotation grazing frequencies and stocking rates.</p> <p>No application of any fertilisers to increase productivity and/or grazing potential of the land (domestic animals nutrient supplements in the form of animal "licks" or "brews" permitted).</p> <p>No non-native pasture improvement activities (i.e. conversion of native grassland to Phlaris, Lucerne or Barley Grass).</p> <p>Grazing is to be removed from paddocks once the minimum specified thresholds are reached and not restocked until in excess of these minimum thresholds.</p> <p>If the groundcover falls below these minimum thresholds in any paddock as a result of drought conditions or fire or inadvertent overgrazing, no stock are to be permitted into the paddock until ground cover has recovered to the point where the minimum cover and height thresholds are exceeded. The land manager/landholder will have to either de-stock or move stock to other parts of their property not subject to the Biobank Agreement if there is insufficient groundcover on the Biobank site to allow grazing to continue and still be able to maintain cover above the specified minimum levels.</p> <p><b>Management Zone 2</b></p> <p>Woodland and open forest areas within Management Zone 2 are to be managed to encourage the establishment of tree regeneration. Grazing within woodland and open forest areas within Management Zone 2 is not to occur unless it is clear that groundcover competition is severely inhibiting tree and or shrub regeneration and the action is agreed to by OEH</p> <p>If monitoring within the areas of grassland within Management Zone 2 demonstrates that the grassland has accumulated too much biomass for the overall benefit of biodiversity, then strategic grazing to this zone is to be applied.</p> <p>The strategic grazing in Management Zone 2 will be managed by the construction of temporary fencing to allow the grassland areas to be grazed whilst protecting the areas supporting</p>	<p>Ongoing from commencement date.</p>
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M  
W.

	<p>woodland/open forest and tree regeneration.</p> <p>To allow for adaptive management, minor alterations can be made to the implementation of the grazing strategy. Any alterations must be discussed with and agreed to by OEH and the agreed changes recorded in writing and forwarded to OEH.</p>	
1.3	This item is not applicable.	
1.4	If, at any time, the landowner observes stock in any area of the biobank site, other than an area on the biobank site where grazing is permitted, the landowner must take necessary measures to remove the stock from the area immediately.	Ongoing from commencement date.
<b>Item 2</b>	<b>Weed control</b>	<b>Timing</b>
2.1	<p>The landowner must implement and at all relevant times comply with the integrated weed management plan included in Section 3 ('the weed management plan') (or such updated integrated weed management plan as has been approved by the Director General under item 2.2 below).</p> <p>To allow for adaptive management, minor alterations can be made to the implementation of the weed management plan. Any alterations must be recorded in writing in accordance with Section 3 of this Annexure.</p>	Ongoing from commencement date.
2.2	The weed management plan must be reviewed and revised where necessary at intervals of no more than 6 years by an appropriately qualified person. The review is to consider the effectiveness of the management actions contained in the current plan. Notification of the date of the review commencement must be provided to the Director General in writing within 14 days of the commencement of the review. The findings of the review and proposed amendments must be submitted to the Director General within six years of commencing the agreement or a previous review, but may be submitted at any time sooner than that.	Ongoing from commencement date.

Item 3	Management of fire for conservation	Timing
3.1	<p>The landowner must implement, and at all relevant times, comply with the fire for conservation management plan included in in section 3 of Annexure C of this Biobanking Agreement.</p> <p>Burning is not to be undertaken due to the sensitive nature of the site and habitat for grassland reptiles that are currently believed to be not favoured by fire.</p> <p>Burning is not to be applied except for experimental purposes that are endorsed by OEH in an amendment to the approved Fire for Conservation Management Plan.</p>	Ongoing from commencement date.
3.2	This item is not applicable.	
3.3	Fires must not be lit on the biobank site other than for the purpose of ecological burning in accordance with the fire for conservation management plan or as permitted as a permissible human activity on the biobank site under item 4 of this Annexure or clause 3.6 of this agreement.	Ongoing from commencement date.
Item 4	Management of human disturbance	Timing
4.1	Except as permitted under clause 3 of this agreement or item 4.2 (below), human activities that adversely affect biodiversity values on the biobank site, including repeated disturbance of native animals, must not be carried out, or caused or permitted to be carried out, on the biobank site.	Ongoing from commencement date.
4.2	Human activities that may have a negative impact on biodiversity values on the biobank site are permitted if they are undertaken as part of the management actions or management plans.	Ongoing from commencement date.
4.3	This item is not applicable.	
4.4	<p>The landowner must not store, dispose of, or cause or permit to be disposed of, any waste on the biobank site.</p> <p>Note: The storage or disposal of waste on the biobank site may require an approval under the <i>Protection of the Environment Operations Act 1997</i>.</p>	Ongoing from commencement date.
4.5	The landowner must take all reasonable steps to remove waste deposited by others on the biobank site, or which is otherwise present on the biobank site.	Ongoing from commencement date.
4.6	<p>Fencing and signage must be installed and maintained to deter human disturbance including waste dumping. Signage must be the BioBanking signs available from the OEH.</p> <p><b>Specific requirements:</b> Fencing, gates and signs are to be installed and maintained at the locations shown on Map 4 <i>Property Action Map</i> dated 19 May 2014. Internal and external fences are to be maintained to stock proof standard. Plain-top wires are to be used given that only sheep grazing is permissible in accordance with item 1.1. If adjacent properties are grazing cattle then cattle proof fencing should be used on the relevant boundary to protect the biobank site from cattle incursions.</p>	Ongoing from commencement date.



Item 5	Retention of regrowth and remnant native vegetation	Timing
5.1	<p>Native vegetation (whether remnant native vegetation or regrowth) on the biobank site must not be cut down, felled, thinned, logged, killed, destroyed, poisoned, ringbarked, uprooted, burnt or otherwise removed, except in accordance with item 5.2 below, or if it is required as part of the management actions or it is essential for the carrying out of permissible development under clause 3.5 of this agreement.</p> <p>Note: Native vegetation on the biobank site may be managed to improve biodiversity values by thinning to benchmark stem densities over no more than 80% of each management zone. Benchmark stem densities has the same meaning as defined in the Vegetation Benchmark Database as published by OEH and updated from time to time. An approval under the <i>Native Vegetation Act 2003</i> may be required to carry out thinning or any other removal or damage to native vegetation under this item.</p>	Ongoing from commencement date.
5.2	Native vegetation on the biobank site must not be burnt except in accordance with Fire for Conservation management plan.	Ongoing from commencement date.
Item 6	Replanting or supplementary planting where natural regeneration will not be sufficient	Timing
6.1	This item is not applicable.	
6.2	This item is not applicable.	
6.3	This item is not applicable.	
6.4	This item is not applicable.	
6.5	This item is not applicable .	

<b>Item 7</b>	<b>Retention of dead timber</b>	<b>Timing</b>
7.1	Dead timber (whether standing or fallen and including branches and leaf litter) must not be removed from or moved within the biobank site.	Ongoing from commencement date.
7.2	<p>Timber from outside the biobank site may be introduced to and placed in woodland or open forest areas on the biobank site to improve biodiversity values. Once the timber has been brought onto the site, it is subject to the requirements of item 7.1 above.</p> <p>Timber brought from outside the biobank site must be documented by the landowner in writing and records must be kept in accordance with the record keeping requirements. The landowner must record the approximate amount of timber brought from outside the biobank site, the location where the timber was placed on the biobank site and the date on which it was placed (month, year).</p>	Ongoing from commencement date.
<b>Item 8</b>	<b>Erosion control</b>	<b>Timing</b>
8.1	<p>All reasonable steps must be undertaken to prevent, control and remedy erosion on the biobank site.</p> <p>Soil management for preventing and controlling erosion is to be undertaken using best practice management, such as that developed by the Soil Conservation Service, applied as relevant for the biobank site.</p>	Ongoing from commencement date.
<b>Item 9</b>	<b>Retention of rocks</b>	<b>Timing</b>
9.1	The landowner must not remove, or cause or permit to be removed, rocks from the biobank site or move, or cause or permit to be moved, rocks within the biobank site.	Ongoing from commencement date.
9.2	This item is not applicable.	

## Section 2: Additional management actions

Additional management actions		
Item 10	Control of feral and overabundant native herbivores	Timing
10.1	<p>The landowner must implement, and at all relevant times, comply with the management plan to control feral and overabundant native herbivores included in Section 4 (or such updated management plan as has been approved by the Director General under item 10.2 below) (<b>'the feral and overabundant native herbivores management plan'</b>). To allow for adaptive management, minor alterations can be made to the implementation of the feral and overabundant native herbivores management plan, which must be recorded in writing in accordance with Section 3 of this Annexure.</p> <p>Note: A licence under Section 121 of the <i>National Parks and Wildlife Act 1974</i> may be required to control overabundant native herbivores.</p>	Ongoing from commencement date.
10.2	<p>The feral and overabundant native herbivores management plan must be reviewed and revised where necessary at intervals of no more than 6 years by an appropriately qualified person. The review is to consider the effectiveness of the management actions contained in the current plan. Notification of the date of the review commencement must be provided to the Director General in writing within 14 days of the commencement of the review. The findings of the review and proposed amendments must be submitted to the Director General within six years of commencing the agreement or a previous review, but may be submitted at any time sooner than that.</p>	Ongoing from commencement date.
Item 11	Vertebrate pest management – rabbits	Timing
11.1	<p>The landowner must implement, and at all relevant times, comply with the vertebrate pest management plan included in Section 4 (or such updated vertebrate pest management plan as has been approved by the Director General under item 11.2 below) (<b>'the vertebrate pest management plan'</b>). To allow for adaptive management, minor alterations can be made to the implementation of the vertebrate pest management plan, but these must be recorded in writing in accordance with Section 3 of this Annexure.</p>	Ongoing from commencement date.
11.2	<p>The vertebrate pest management plan must be reviewed and revised where necessary at intervals of no more than 6 years by an appropriately qualified person. The review is to consider the effectiveness of the management actions contained in the current plan. Notification of the date of the review commencement must be provided to the Director General in writing within 14 days of the commencement of the review. The findings of the review and proposed amendments must be submitted to the Director General within six years of commencing the agreement or a previous review,</p>	Ongoing from commencement date..

	but may be submitted at any time sooner than that.	
<b>Item 12</b>	<b>Nutrient control</b>	<b>Timing</b>
12.1	Fertilisers, pesticides and herbicides must not be applied on the biobank site, except where required to undertake the management actions. Use of fertilisers for establishing native vegetation through planting or seeding, use of herbicides for controlling weeds or use of pesticides for controlling vertebrate pests or feral herbivores can be undertaken in accordance with best practice management when required to undertake the management actions.	Ongoing from commencement date.
<b>Item 13</b>	<b>Control of exotic fish species</b>	<b>Timing</b>
13.1	This item is not applicable.	
<b>Item 14</b>	<b>Maintenance or reintroduction of natural flow regimes</b>	<b>Timing</b>
14.2	This item is not applicable.	
14.3	This item is not applicable.	




### Section 3: Standard management plans

Weed management plan				
<p>The weed types, description and location (management zone/s) of weed infestations existing at the commencement date are listed in the weed management plan. The methods of weed control (management actions), monitoring and inspections are also listed.</p> <p>The landowner must perform the methods of weed control and other weed management activities and monitoring in the weed management plan by the methods described (and in accordance with item 2 of this Annexure) for all weeds. The methods of control will apply to the weeds listed in the table below as well as any other weeds that may be present on the site from time to time.</p> <p>The template for reporting of monitoring activities and the diary template for weed control management must be filled in to record observations during the implementation of the weed management plan, including any minor variations.</p>				
Weed types				
Weed	Common name of target weed	Scientific name of target weed	Description of infestation (eg intensity (% cover) & location within zone)	Management zone/s
A	Serrated Tussock	Nasella	High infestation in parts of property, mostly on the western side of the property large areas within drainages lines	All
B	Briar Rose	<i>Rosa rubiginosa</i>	High infestation in parts of property. Large infestation on the eastern boundary of the property. All patches of woodland	All
C	Thistles	Various	High infestation in parts of property, particularly in areas heavily grazed in the past	All
D	Exotic herbaceous species	Various	Scattered throughout parts of property. particularly in areas heavily grazed in the past	All
E	Annual exotic grasses	Various	Seasonally abundant.	All
Methods of weed control				
Management zone/s	Weed/s	Method of weed control		Frequency (months or Year)
All zones	Serrated Tussock	Spraying using spot/ targeted spraying Herbicide Spray technique: Apply herbicide such as Roundup Biactive (Glyphosate) and Taskforce (Flupropanate) in concentration recommended on the herbicide label.		Yearly

		Herbicide use in the vicinity of creeks, and wetlands should comprise only Roundup Biactive (Glyphosate)	
All zones	Briar Rose	Spot Spraying or cut and dab: Herbicide Spray technique: Apply herbicide such as Brushoff (Metsulfuron) and Grazon extra in concentration recommended on the herbicide label using a spray bottle, knapsack spray and quickspray. Note: Herbicide use in the close vicinity of creeks, and in wetlands should comprise only Roundup Biactive. In these situations only apply as cut and dab, as spraying with glyphosate is likely to cause significant collateral damage to any native vegetation present.	Yearly
All zones	Thistles	Spot or targeted Spraying prior to seeding Apply broad leaf selective herbicide such as MCPA in concentration recommended on the herbicide label bottle using a spray bottle, knapsack spray, quickspray or boomless jet. Use biocontrol methods Spread insects that are known to control and suppress thistle spread controls include Seed head weevil, Stem boring weevil, Crown moth and Rosset weevil.	Yearly
All zones	Exotic herbaceous species	Spot Spraying. Apply broad leaf selective herbicide such as MCPA in concentration recommended on the herbicide label bottle using a spray bottle, knapsack spray, quickspray or boomless jet.	Yearly
All zones	Exotic annual grasses	Grazing in accordance with item 1.	Yearly as required.

**Monitoring and inspections of existing and new weeds**

Management zone/s	Weed/s	Method of monitoring	Date/s required
All	Serrated Tussock	At identified photo points and surveillance of whole of paddock to detect existing and new occurrences	Spring Autumn
All	Briar Rose	At identified photo points and surveillance of whole of paddock to detect existing and new occurrences	Spring Autumn
All	Thistles	At identified photo points and surveillance of whole of paddock to detect existing and new occurrences.	Spring Autumn
All	Chilean Needle Grass	Surveillance along track edges and generally across whole property whilst carrying out management work to detect existing and new occurrences.	Spring Autumn
All	St Johns Wort	Surveillance along track edges and generally across whole property whilst carrying out management work to detect existing and new occurrences.	Spring/ Autumn
All	African Love Grass	Surveillance along track edges and generally across whole property whilst carrying out management work to detect existing and new occurrences	Spring/ Autumn

All	Horehound	Surveillance along track edges and generally across whole property whilst carrying out management work to detect existing and new occurrences.	Spring/ Autumn
<b>Other weed management activities (where required)</b>			
Individual spot spraying of new infestation will be required especially for highly invasive species such as Chilean Needle Grass and African Love Grass			

Template for reporting of monitoring activities		
Management zone/s and Paddock number	Date	Observations and assessment of monitoring This table must include the information for each zone (or groups of zones) which is described in the table titled 'monitoring and inspections of existing and new weeds'.

Diary template for weed control management			
Date	Management zone/s and paddock number	Description and type of activity undertaken (e.g. weed control, observation)	Minor variations (details and reasons)

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Page 39 of 60  
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**Fire for conservation management plan**

The plan includes information on all known previous fire events in the 'Fire history' table to demonstrate local fire conditions including intensity and frequency.

The ecological fire requirements for each vegetation type or threatened species on the biobank site are listed in the 'Fire requirements for vegetation types and threatened species' table. These are the fire frequency intervals recommended for the vegetation types and threatened species present on the biobank site. They include any requirement adjustments to the schedule in the event of a wildfire or activities undertaken under the *Rural Fires Act (RFA) 1997* to ensure the minimum frequencies between ecological burns.

The table titled 'Template of monitoring activities' must be completed to record observations during the implementation of the plan and assessment of monitoring activities. The landowner must also complete the table titled 'Diary template for fire management activities' to record the management actions undertaken or observations made, including any minor variations.

**Fire history for previous 20 years (or longer if known)**

Year of fire	Hazard reduction, wildfire or ecological burn and extent of fire	Management zone/s

**Fire requirements for vegetation types and threatened species**

Vegetation type and/or threatened species	Fire frequency required	Time of year for burning	Fire intensity required	Adjustment required due to wildfires or RFA activities
Grasslands	Do not burn			N/A
Woodlands and open forest	Do not burn			N/A

**Ecological burning actions**

Management zone/s	Actions	Supervision & extinguishing techniques	Time of year for burning	Frequency (years)
All	No ecological burning allowed.			Do not burn
All	Experimental use of fire remains an option for the future subject to OEH approval.	Water tankers and light fire units. Use wet lines for control, not bulldozed fire breaks	Likely to be in summer or autumn, if applied	To be determined if experimental use approved.

**Methods for monitoring the outcomes of ecological burns**

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Page 40 of 60  
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Management zone/s	Method of monitoring	Date/s required
<b>Other fire management activities (where required)</b>		
General reporting of impacts of wildfire within vegetation types and paddocks, eg death of trees, erosion, weed infestation in the annual reporting.		
Record date and extent of wildfire on a property map, and in template tables below.		

<b>Template for reporting of monitoring activities</b>		
Management zone/s and paddock number	Date	Observations and assessment of monitoring

<b>Diary template for fire management activities</b>			
Date	Management zone/s and paddock number	Description of activity undertaken or observation made	Minor variations (details and reasons)

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## Section 4: Additional management plans

### Management plan to control feral and overabundant native herbivores

The management plan for feral and overabundant native herbivores includes information on the management requirements for the feral and overabundant native herbivores at the biobank site listed in the 'Feral and overabundant native herbivores' table. The possible methods of control for each species, used by OEH and other pest management programs, are listed and the suitability of each method is described in the 'Methods considered' table.

The landowner must carry out the methods for control for feral and overabundant native herbivores for each management zone according to the method and frequency as described in the 'Methods for control' table. The methods of control applied to the feral or overabundant native herbivores listed in the 'Feral or overabundant native herbivores' table as well as any other feral or overabundant herbivores that may be present on the site from time to time.

Monitoring and inspections of existing and new feral and overabundant herbivores at the biobank site as described in the 'Monitoring and inspections' table must be implemented.

The table titled 'Template for reporting of monitoring activities' must be completed to record observations during the implementation of the plan and assessment of the monitoring activities. The landowners must complete the table titled 'Diary template for feral and overabundant herbivore management' to record the management actions undertaken including any minor variations or observations made.

#### Feral and overabundant native herbivores

Feral type	Name of feral/overabundant native herbivore	Description of extent	Management zone/s
A	Grey Kangaroo	Potential to occur across all zones	All
B	European Rabbit	Found across all zones	All

#### Methods considered

Feral type	Name and description of program or method	Describe suitability
A	Contract shooting as required	Suitable
B	Warren ripping and baiting as required	Suitable

#### Methods of control

Management zone/s	Feral type	Method of control	Frequency and timing

All	A	Contract shooting as required	During winter and only when minimum groundcover can't be maintained after stock have been removed
All	B	Warren ripping and baiting as required	Quarterly/ as required. Action must be taken after first sighting of rabbits on property.

**Monitoring and inspections**

Management zone/s	Feral type/s	Method of monitoring	Date/s required
All	A	Visual observation of kangaroo numbers and signs of their grazing activity, including the monitoring of groundcover biomass levels after stock have been removed as the first priority to maintain groundcover .	Quarterly
All	B	Visual observation of activity and numbers.	Quarterly

**Other management activities (where required)**


**Template for reporting of monitoring activities**

Management zone/s and paddock number	Date	Current level of impact on vegetation This column must record impact as Negligible, Minimal, Moderate or High	Observations and assessment of monitoring

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<b>Diary template for feral and overabundant herbivore management</b>			
<b>Date of activity</b>	<b>Management zone/s and paddock number</b>	<b>Description and type of activity undertaken</b> This column must include details of the feral and overabundant herbivores targeted, control techniques applied and numbers controlled.	<b>Minor variations</b> (details and reasons)

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## Vertebrate pest management plan

The management plan for vertebrate pests includes information on the vertebrate pests and their extent existing at the time of the agreement as listed in the 'Vertebrate pests' table. The possible methods of control for each species, used by OEH and other pest management programs are listed and the suitability of each method to the biobank site is described in the 'Methods considered' table. The landowner must carry out the methods for vertebrate pest control for each management zone according to the method and frequency described in the 'Methods of control' table. The methods of control will apply to the vertebrate pests listed in the 'Vertebrate pests' table as well as any other vertebrate pests that may be present on the site from time to time.

Monitoring and inspections of existing and new vertebrate pests on the biobank site, as described in the 'Monitoring and inspections' table, must be implemented.

The table titled 'Template for reporting of monitoring activities' must be completed to record observations during the implementation of the plan and assessment of monitoring activities. The landowner must also complete the 'Diary template for vertebrate pest management' to record the management actions undertaken, including any minor variations, and observations made.

### Vertebrate pests

Pest	Name of vertebrate pest (e.g. pig, fox, goat, dog)	Description of extent	Management zone/s
A	European Fox	Found across all zones	All
B	Feral Goats	Potential to impact woodland and open forest areas.	Management Zone 2
C	Feral Pigs	Potential to impact all areas	All
D	Wild Dogs	Potential to occupy all areas	All

### Methods considered

Pest type	Name and description of program or method	Describe suitability
A	Bait as required	Suitable
B	Contract Shoot	Suitable
C	Muster	Suitable
C	Contract Shoot, or poison	Suitable
D	Bait as required, trap	Suitable

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Methods of control			
Management zone/s	Pest type	Method of control	Frequency and timing
All	A	Bait as required by Local Land Services	Half yearly
All	B	Contract Shoot or muster	As required
All	C	Contract Shoot or bait	As required
All	D	Bait as required	As required
Monitoring and inspections of existing and new vertebrate pests			
Management zone/s	Pest type/s	Method of monitoring	Date/s required
All	A	Visual observation of activity	Quarterly
All	B	Visual observation of activity	As observed
All	C	Visual observation of activity	As observed
All	D	Visual observation of activity	As necessary
Other management activities (where required)			

Template for reporting of monitoring activities			
Management zone/s and paddock number	Date	Current level of impact on vegetation or threatened fauna species <small>This column must record impact and /or numbers as Negligible, Minimal, Moderate or High</small>	Observations and assessment of monitoring


Diary template for vertebrate pest management			
Date of activity	Management zone/s – Paddock number	Description and type of activity undertaken This column must include details of the vertebrate pests targeted, control techniques applied and numbers controlled.	Minor variations (details and reasons)

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## Annexure D: Monitoring, reporting and record keeping requirements

*This Annexure D, together with Annexure C, is approved as a property management plan prepared by the landowner under the section 113B of the Threatened Species Conservation Act 1995.*

### 1 Monitoring requirements

- 1.1 The landowner must ensure that photographs are taken at photo-points at each of the locations and in the direction identified in the table below titled 'Locations of photo points' within 12 months of the commencement date and then at least every 12 months thereafter.
- 1.2 The photo points are identified on the map entitled Map 5 Photopoint map dated 19 May 2014 in Annexure A of this agreement. The purpose of the photographs is to show changes over time. Photographs should be taken at approximately the same direction, location, height and time of day (during daylight hours) in each reporting period (as defined in item 2.2 of this Annexure D) and retained for the life of this agreement. All photographs must be dated, stating the direction in which they were taken and identified with their locations.

Locations of photo points				
Projected coordinate system: GDA 94 Zone 55				
Photo point reference	Paddock	Easting	Northing	Direction of photo (magnetic degrees)
1	5	689874	5952741	135
2	2	690538	5953055	360
3	6	690648	5952521	90
4	7	689239	5952222	180
5	11	689305	5951439	45
6	8	690253	5951681	270

- 1.3 An inspection of the biobank site must be undertaken by, or on behalf of, the landowner in accordance with the table 'Site inspection and monitoring schedule' below, for the purposes specified in column A and at the relevant interval specified in column B. The inspections are to occur at the intervals indicated starting from the commencement date. The inspections are additional to any inspections and monitoring required by Annexure C.






Site inspection and monitoring schedule	
A. Purpose	B. Interval
The percentage of ground cover present on the biobank site for the purposes of item 1.1 of Section 1 of Annexure C.	Every 12 months
Number of stock and date/s when stock have entered the management zones on the biobank site.	Every 3 months
Physical condition of fencing and gates to determine whether they are maintained to a standard that can: <ul style="list-style-type: none"> <li>control the movement of stock if required under item 1 in Section 1 of Annexure C</li> <li>control human disturbance if required under item 4 in Section 1 of Annexure C</li> <li>control the movement of feral and overabundant native herbivores if required under item 10 of Section 2</li> <li>control vertebrate pests if required under item 11 of Section 2</li> </ul>	Every 12 months
Records of any human disturbance on the biobank site. Note: items 4.1 and 4.2 in Section 1 of Annexure C and clause 2 of this agreement place restrictions on human activities on the biobank site.	Every 6 months
Evidence of erosion. Note: item 8 in Section 1 of Annexure C contains requirements for erosion control.	Every 6 months
Evidence of waste. Note: item 4.4 in Section 1 of Annexure C contains requirements for storing and disposing of waste on the biobank site.	Every 6 months

## 2 Reporting requirements – annual report

- 2.1 The landowner must complete and submit to the Chief Executive for approval an annual report using the annual reporting template provided in this Annexure or, if the Chief Executive has approved an amended version of the annual reporting template after the date of this agreement, such an amended version of the annual reporting template as has been approved by the Chief Executive from time to time and supplied to the landowner.
- 2.2 An annual report must be prepared for each reporting period. A reporting period means:
- 2.2.1 prior to the first payment date, the period of 12 months after the commencement date, and each subsequent period of 12 months
- 2.2.2 after the first payment date, the period of 12 months after that date, and each subsequent period of 12 months.
- The annual report submitted after the first anniversary of the first payment date must also include the period between the last anniversary of commencement date and the first payment date.
- 2.3 The annual report for the report period must be supplied to the Chief Executive by registered post not later than 30 days after the end of each reporting period.
- 2.4 If there is a change in land ownership during a reporting period, each landowner must submit the annual report required under items 1.2, 1.3 and 1.4 of this Annexure D for the period for which they were the landowner.



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## 2.5 The annual report must:

- 2.5.1 contain the results of any monitoring, inspections or surveys required in Annexure C
- 2.5.2 contain the results of the inspections required to be conducted by item 1.2 of this annexure D, including details of the date, time, location and nature of the inspection, the name of the person conducting the inspection and observations from the inspection
- 2.5.3 include the photographs taken at the photo points listed in Annexure D
- 2.5.4 include any other information required in the annual reporting template.



Annual reporting template

Biobank site annual report							
Location details							
Biobanking agreement ID: Reporting date:		Name of landowner/s: Property address:					
Records of management actions undertaken							
Management action	Required completion time and frequency	Action completed (Yes/No)	Actual completion date/s	Description of actions undertaken (including where undertaken (including reference to management zones), any variations and the reasons for variation)	Visual observations and other comments (including reasons for non completion)		
1 Management of grazing for conservation							
2 Weed control							
3 Management of fire for conservation							
4 Management of human disturbance							
5 Retention of native vegetation							
6 Planting or seeding							
7 Retention of dead timber							
8 Erosion control							

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Biodiversity Banking and Offsets Scheme

ID number 145

Biobanking agreement

9	Retention of rocks				
10	Control of feral and overabundant native herbivores				
11	Vertebrate pest management				
12	Nutrient control				
13	Control of exotic fish species				
14	Maintenance or reintroduction of natural flow regimes				
<b>Incident or event that has adverse effect on biodiversity values on biobank site</b>					
<b>Incident or event including adverse impacts (e.g. natural events)</b>		<b>Action taken and proposed recommended actions</b>			
<b>Records submitted with this report</b>					
<input type="checkbox"/> Photographs taken at the photo points set in the biobanking agreement.					
<input type="checkbox"/> Results of the inspections required to be conducted in item 1.2 of Annexure D to the biobanking agreement.					
<input type="checkbox"/> Results of any monitoring, inspections or surveys required in Annexures C and D to the biobanking agreement.					
<b>Signature and certification</b>					

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Biodiversity Banking and Offsets Scheme  
ID number 145

Biobanking agreement

I hereby declare that the information supplied in this report is accurate and complies with the reporting requirements under item 2 of the Annexure D to the biobanking agreement.  
Note: If the land that forms the biobank site is owned by multiple persons, each landowner must sign this annual report.

Signed	Signed
Date	Date

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### 3 Record keeping requirements

- 3.1 The following written records and photographs must be created and retained by the landowner:
- 3.1.1 for a management action required by this agreement (other than a management action requiring the landowner to refrain from an activity), the date and location/s the management action was carried out and a description of the actions that were undertaken
  - 3.1.2 for a management action which is permitted to be carried out only in accordance with the Chief Executive's consent or approval, a copy of that consent or approval
  - 3.1.3 a copy of any management plan (or updated management plan) required by Annexure C of this agreement that has been approved by the Chief Executive, a copy of the Chief Executive's approval of the management plan (or updated management plan) and a copy of any review of a management plan required by Annexure C
  - 3.1.4 the diaries for recording actions undertaken in accordance with the management plans required by this agreement including the details (management zone/s, date, alternative action) of any minor alterations made to the implementation of those management plans and the reasons for the minor alterations
  - 3.1.5 all photographs required by item 1 of this Annexure D and the information that item requires to be recorded on the photographs
  - 3.1.6 for an inspection required by this agreement, the date, time, location and nature of the inspection, the name of the person conducting the inspection and observations from the inspection
  - 3.1.7 the results of monitoring, inspections or surveys required to be conducted by this agreement or any management plan that is required to be implemented under this agreement
  - 3.1.8 a brief description of any climatic, weather, ecological/environmental or unplanned events that have a significant adverse affect on the biodiversity values of the biobank site.
- 3.2 The landowner must retain a copy of each annual report.
- 3.3 All records required to be kept by this agreement must be:
- 3.3.1 in a legible form, or in a form that can readily be reduced to a legible form (this includes photographs taken as part of this agreement);
  - 3.3.2 kept for at least 10 years after the event to which they relate took place, unless specified otherwise; and
- Note: item 1.1 of this Annexure D requires the photographs required to be taken under that item to be retained for the life of this agreement.
- 3.3.3 produced to any authorised officer on request by an authorised officer.

## Annexure E: Payment schedule

### Note:

If, by participating in the BioBanking Scheme, you are carrying on an 'enterprise', and your annual income for management actions meets or exceeds \$75,000 (or \$150,000 for a non-profit organisation) you are required to register for GST.

'Enterprise' has a broad definition, and includes activities that are in the form of a business, or in the form of a concern in the nature of trade. Item 1 below assumes you are carrying on an enterprise.

If you are not carrying on an enterprise by participating in the BioBanking Scheme, GST will not apply to you – but Capital Gains Tax and income tax may still apply. In this case do not indicate an ABN in item 4 below.

If you do not meet the monetary threshold, but you are carrying on an enterprise by participating in the BioBanking Scheme, you are still entitled to register for GST if you wish and you may indicate a registered ABN in item 1.1 below.

### 1 Agreement to issue recipient created tax invoices

- 1.1 The parties acknowledge that, if the landowner is registered for GST, recipient created tax invoices will be issued from the BioBanking Trust Fund (Australian Business Number 83 639 386 285) to the landowner (Australian Business Number 49137886750).
- 1.2 The recipient created tax invoices will be for the supply by the landowner of the landowner's obligation to carry out the management actions as defined in this agreement ('the supplies'). These management actions are specified between the landowner and the Minister administering the Act, pursuant to Part 7A Division 2 of the Act.
- 1.3 The recipient created tax invoices will be issued on payment of the management payments as specified in item 2 of this Annexure E.
- 1.4 Under this recipient created tax invoice agreement, the landowner guarantees that the landowner will not issue any tax invoice for any supplies under this agreement.
- 1.5 The landowner will notify the BioBanking Trust Fund immediately should the landowner cease to be registered for GST.
- 1.6 The BioBanking Trust Fund is registered for GST and the Minister will notify the landowner immediately should the fund cease to be registered.

### 2 Payment timing and amount

- 2.1 Subject to clause 12 of the agreement, the Minister is to direct the Fund Manager to make the management payments to the landowner in accordance with the payment schedules and the requirements of items 2, 3 and 4 of this Annexure E.
- 2.2 The first year of the payment timing, as set out in the payment schedules, commences from the first payment date.
- 2.3 The amount of the scheduled management payment for each year is as set out in the payment schedules.
- 2.4 Each amount is included in the present value calculation and is inclusive of GST for GST registered landowners and will be increased in accordance with the formula below:

In respect of indexation by CPI the following applies:

Each amount of the management payment is to be adjusted by movements in the CPI in accordance with the formula below (provided that, at all times, each instalment of the management payment is never less than its nominal dollar value as set out in the payment schedules and as at the date of this agreement).

$$\frac{A \times B}{C}$$

Where:

**CPI** means the published Consumer Price Index (Sydney - All Groups), or if that index is no longer published, then any other index which, in the reasonable opinion of the Minister, is a similar index

**A** is the dollar value (\$) of the management payment amounts as set out in the Payment Schedules prior to indexation by CPI

**B** is the most recent June Quarter CPI prior to the date that payment is due to be made

**C** is the CPI for the June Quarter 2014

Note: When calculating the present value of the scheduled management payments for the Total Fund Deposit, the Director-General is to apply any relevant discount rate established under clause 27 of the BioBanking Regulation.

2.5 Payment schedules

Payment schedule	
Payment timing	Amount
At the beginning of the first year	The amount specified in Row (X + 1) in Table A
At the beginning of the second year	The amount specified in Row (X + 2) in Table A
At the beginning of the third year	The amount specified in Row (X + 3) in Table A
At the beginning of the fourth year	The amount specified in Row (X + 4) in Table A
At the beginning of the fifth year	The amount specified in Row (X + 5) in Table A
At the beginning of the sixth year	The amount specified in Row (X + 6) in Table A
At the beginning of the seventh year	The amount specified in Row (X + 7) in Table A
At the beginning of the eighth year	The amount specified in Row (X + 8) in Table A
At the beginning of the ninth year	The amount specified in Row (X + 9) in Table A
At the beginning of the tenth year	The amount specified in Row (X + 10) in Table A
At the beginning of the eleventh year	The amount specified in Row (X + 11) in Table A
At the beginning of the twelfth year	The amount specified in Row (X + 12) in Table A



At the beginning of the thirteenth year	The amount specified in Row (X + 13) in Table A
At the beginning of the fourteenth year	The amount specified in Row (X + 14) in Table A
At the beginning of the fifteenth year	The amount specified in Row (X + 15) in Table A
At the beginning of the sixteenth year	The amount specified in Row (X + 16) in Table A
At the beginning of the seventeenth year	The amount specified in Row (X + 17) in Table A
At the beginning of the eighteenth year	The amount specified in Row (X + 18) in Table A
At the beginning of the nineteenth year	The amount specified in Row (X + 19) in Table A
At the beginning of the twentieth year	The amount specified in Row (X + 20) in Table A
At the beginning of each following year	Amount equal to the sum of the in perpetuity management cost that apply for each following year as determined by the table of in perpetuity costs below.

In the above table entitled "Payment Schedule":

X = the number of full years between the commencement date and the sale date

In perpetuity management costs (on and from the twenty-first year) (excluding GST)		
Description of ongoing management action	Frequency	Amount (\$)
Fee for site manager	annually	\$20,000
Maintenance of fencing	The twenty fifth year and every 5 years thereafter	\$10,000
Rabbit control	The twenty second year and every 2 years thereafter	\$2,000
Stock building and yard maintenance	The twenty second year and every 2 years thereafter	\$2,000
Ongoing weed control	annually	\$5,000
Other reoccurring administrative costs (including insurance, rates, annual reporting costs)	annually	\$11,482

**Table A**

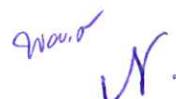
Row number	Amount (including GST)
1	\$232 882
2	\$53, 992
3	\$35, 363
4	\$47, 697
5	\$75, 713
6	\$46, 209
7	\$30, 004
8	\$41, 565
9	\$28, 099
10	\$76 955
11	\$26 146
12	\$29 372
13	\$24 408
14	\$28 698
15	\$28 963
16	\$25 596
17	\$21 270
18	\$25 008
19	\$19 856
20	\$27 507
21 or more	Amount equal to the sum of the in perpetuity management costs that apply for each following year as determined by the table of in perpetuity management costs above.

**3 Nominated bank account**

- 3.1 The management payments will be paid into a bank account as nominated by the landowner in accordance with the requirements of this item 3 ('the **Nominated Bank Account**').
- 3.2 The landowner must provide the Fund Manager with details in writing of the nominated bank account within 14 days of the commencement date.
- 3.3 Where there is more than one owner of the biobank site, the notice to be provided in accordance with item 3.2 above must be signed by all owners of the biobank site.
- 3.4 The landowner must notify the Fund Manager in writing within 14 days of any change to the nominated bank account. This notice must include new bank account information and the written consent of all owners of the biobank site.

**4 Annual contribution**

- 4.1 The landowner authorises the Minister to retain the annual contribution from each management payment made to the landowner.

- 4.2 The Minister will, following each management payment, issue the landowner with an invoice confirming that the annual contribution has been deducted from the relevant management payment.
- 4.3 For annual contributions payable where a management payment is not paid to the landowner, the landowner must pay the contribution to the Minister in accordance with an invoice issued by the Chief Executive unless as contemplated by clause 18 of the BioBanking Regulation, the Minister chooses to waive the annual contribution where:
- 4.3.1 the owner of the biobank site has not sold any of the biodiversity credits created for the site, or
- 4.3.2 there are insufficient funds in the biobank site account relating to the biobank site to meet the next scheduled management payment when it becomes payable.

Note: Under section 127ZZ of the Act, the regulations may require any participant in the biobanking scheme to pay to the Minister a contribution towards the following:

- (a) the costs of management and administration of the scheme (including payment for services provided by any person or body exercising functions under the scheme),
- (b) the costs of ensuring compliance with the scheme,
- (c) any other costs relating to the scheme.

The owner of the biobank site may use their management payments to pay any such contributions, except where the owner of the biobank site has already authorised the Minister to retain that contribution under this agreement.

