

**Liverpool Range Wind Farm
Voluntary Planning Agreement**

between

Tilt Renewables Australia Pty Ltd

and

**Tilt Renewables Australia Pty Ltd as trustee for Liverpool
Range Wind Farm Project Trust**

and

Upper Hunter Shire Council

Date: 25 February 2026

PARTIES

1. Upper Hunter Shire Council ABN 17 261 839 740 of 135 Liverpool Street, Scone NSW 2337 ("**Council**");
2. Tilt Renewables Australia Pty Limited ACN 101 038 331 as trustee for Liverpool Range Wind Farm Project Trust ABN 14 658 244 914 of Level 24, 600 Bourke Street, Melbourne, VIC 3000 ("**Company**"); and
3. Tilt Renewables Australia Pty Ltd ACN 101 038 331 of Level 24, 600 Bourke Street, Melbourne VIC 3000 ("**Tilt**").

BACKGROUND

- A. The Company is the proponent of the Development, which is proposed to be located on Land in central NSW, between the townships of Coolah to the northwest and Cassilis to the southeast.
- B. The Land is contained partially in the Local Government Areas of the Council and partially in the Local Government Area of Warrumbungle Shire Council.
- C. Development Consent for the Development was initially granted on 27 March 2018.
- D. Following the grant of Development Consent, Tilt, the Council and Warrumbungle Shire Council entered into the Initial Agreement.
- E. On 23 October 2024 the Development Consent was varied by Modification 1.
- F. Tilt, Council and Warrumbungle Shire Council have agreed to negotiate the termination of the Initial Agreement in accordance with its clause 3.2(1)(b). Accordingly, the Parties have entered into this Agreement to replace the obligations of Tilt and the Council under the Initial Agreement.
- G. As contemplated by section 7.4 of the Act the Company wishes to make, and the Council wishes to receive, Development Contributions for the benefit of the local communities impacted by the Development, and to do so efficiently and equitably through the management services provided by the Council, and in accordance with the recommendations made by the Committee in accordance with this Agreement.

OPERATIVE PROVISIONS OF THIS AGREEMENT

1. Planning Agreement under the Act

The Parties agree that this Agreement is a planning agreement governed by Subdivision 2 of Division 7.1 of Part 7 of the Act.

2. Application of this Agreement

This Agreement applies to the Development Consent.

3. Operation of this Agreement

3.1 Commencement

This Agreement commences on the Commencement Date.

3.2 Termination

This Agreement remains in force until:

- (a) terminated by operation of Law,
- (b) the Parties agree in writing to terminate this Agreement, or
- (c) all the Company's obligations under this Agreement have been performed.

4. Definitions and Interpretation

4.1 Definitions

In this Agreement, the following definitions apply:

Act means the *Environmental Planning and Assessment Act 1979* (NSW).

Administration Allowance means the portion of the Development Contributions which clause 6.6(a) of this Agreement permits the Council to use to cover all administrative costs incurred by the Council associated with this Agreement, including the establishment and operation of the CEF Committee, the allocation of the Development Contributions and auditing the disbursement of the Development Contributions.

Agreement means this voluntary planning agreement including any schedules and annexures.

Bank Guarantee means an irrevocable and unconditional guarantee that is not limited in time and does not expire, provided by a major Australian trading bank, containing terms and conditions reasonably acceptable to the Council, to pay an amount or amounts of money to the Council on demand in accordance with clause 14.3 of this Agreement.

BBSW means the Bank Bill Swap rate as administered by ASX Limited, or any other short-term rate used in the financial markets as a lending reference rate as the Company and Council may agree.

Business Day means a day on which banks are open for general business in Sydney excluding Saturdays, Sundays and public holidays in Sydney.

Community Enhancement Fund (CEF) means the portion of the Development Contributions stated in clause 6.6(a) to be used for the Public Purpose in accordance with the provisions in Schedule 1.

Community Enhancement Fund Committee (CEF Committee) means a committee established by resolution of the Council pursuant to section 355 of the *Local Government Act 1993* (NSW) in accordance with clause 7 of this Agreement.

Commencement Date means the date on which this Agreement is executed by all parties, provided that such date occurs after compliance with the public notice obligations in section 7.5 of the Act.

Construction means 'construction' as defined by the Development Consent.

Construction Commencement Date means the date on which the Company proposes, as at the date of the notice issued under clause 6.1(b), to commence the Construction of any Development Stage located within the Local Government Area of the Council.

Construction Contribution means the monetary contributions payable under clause 6.2 of this Agreement for each Development Stage in which wind turbines are to be Constructed within the Local Government Area of the Council, as calculated in accordance with clause 6.2(c) of this Agreement.

Construction Phase means, for each wind turbine in a Development Stage, the period commencing on the date on which the relevant wind turbine commenced construction and ending on the date on which the relevant wind turbine first becomes operational.

Council Road Maintenance means any road work, as defined in the *Roads Act 1993*, which is required to ensure that the Relevant Public Roads are maintained at all times in a safe and trafficable condition for all road traffic, including for heavy vehicles and oversize and overmass vehicles, but excludes all road upgrades and road maintenance required to be carried out as part of the Development under conditions 28, 28A, 28B and 29 of Schedule 3 of the Development Consent.

CPI means the Consumer Price Index (All Groups, Sydney) published by the Australian Bureau of Statistics from time to time or if that index ceases to be published, such other index as the Company and Council may agree.

Decommissioning means as defined by the Development Consent, but for the avoidance of doubt, does not include any replacement of wind turbines or associated above ground infrastructure during Operation, and **Decommissioned** is to be interpreted accordingly.

Development means the 'Liverpool Range Wind Farm' as described in the Development Consent.

Development Consent means development consent SSD-6696 which was initially granted on 27 March 2018 under the Act by the delegate of the Minister for Planning with respect to state significant development application SSD-6696, as modified by Modification 1 and as further modified from time to time in accordance with the Act.

Development Contributions means the Construction Contribution and the Operations Contribution.

Development Stage means each separate stage of the Development as notified by the Company to the Council in accordance with clauses 6.1(b)(i) or 6.1(c) of this Agreement which is proposed to be carried out within the Council's Local Government Area. For the avoidance of doubt:

- (a) if the Development is proposed to be constructed in a single stage, there will only be one Development Stage for the purpose of this Agreement and all references in this agreement to a Development Stage will be taken to be a reference to the whole of the Development; and
- (b) Each stage will only be a Development Stage if it includes any wind turbines within the Local Government Area of the Council.

Dispute is defined in clause 12.

Explanatory Note means the note exhibited with a copy of this Agreement, when this Agreement is made available for inspection by the public in accordance with the Act, as contemplated by clause 205 of the Regulation.

Final MW Capacity means, for each Installed Turbine within a Development Stage, the final energy output, in MW, of that Installed Turbine.

GST has the same meaning as in the GST Law.

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

Initial Agreement means the voluntary planning agreement in relation to the Development entered into by the Council, the Company, and the Warrumbungle Shire Council dated 23 July 2019.

Installed Turbine means, in relation to each Development Stage in which wind turbines are to be Constructed within the Local Government Area of the Council, each wind turbine installed on the Land which has successfully completed commission tests and is capable of exporting electricity.

Intended MW Capacity means, for each wind turbine which the Company proposes to install within a Development Stage, the intended energy output, in MW, of each wind turbine, as notified by the Company to the Council in accordance with clauses 6.1(b)(i) or 6.1(c) of this Agreement.

Interest Rate means the BBSW rate plus a margin of 2% per annum.

Land means the "Site" as defined by the Development Consent.

Local Government Area means "area" as defined in the *Local Government Act 1993* (NSW).

Modification 1 means the modification made to the Development Consent under section 4.55 of the Act which was approved on 23 October 2024.

Operation means the carrying out of the approved purpose of the Development upon completion of construction of the relevant wind turbine within a Development Stage within the Local Government Area of the Council, but does not include commissioning trials of equipment or use of temporary facilities.

Operations Contribution means the monetary contributions payable under clause 6.3 of this Agreement for each Installed Turbine within a Development Stage Constructed within the Local Government Area of the Council, as calculated in accordance with clause 6.3(d), 6.3(e) and 6.3(f) of this Agreement.

Operations Phase means, for each Installed Turbine in a Development Stage, the period commencing on the date on which the relevant Installed Turbine first enters Operation and ending on the date on which the relevant Installed Turbine permanently cease to generate electricity into the transmission network.

Public Purpose has the meaning given at section 7.4(2) of the Act.

Regulation means the *Environmental Planning and Assessment Regulation 2021*.

Related Body Corporate means, in relation to the Company:

- (a) a related body corporate as defined in the *Corporations Act 2011* (Cth); and
- (b) an entity that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, the Company.

Relevant Public Roads means the public roads which:

- (a) form part of the designated heavy and over-dimensional vehicle route for the Development in accordance with condition 26 of Schedule 3 of the Development Consent; or
- (b) are otherwise required to be upgraded as part of the Development in accordance with conditions 28, 28A and 28B of Schedule 3 of the Development Consent,

where these public roads are located within the Local Government Area of the Council and the Council is roads authority for these public roads under the *Roads Act 1993*.

Road Maintenance Fund means the portion of the Development Contributions stated in clause 6.6(a) to be used for Council Road Maintenance.

Strategic Reserve means any part of the Community Enhancement Fund dedicated, by resolution of the Council, to a future, large or multi-year funding commitment.

Trust means the Liverpool Range Wind Farm Project Trust ABN 14 658 244 914 of Level 24, 600 Bourke Street, Melbourne, VIC 3000.

Trust Deed means the governing rules of the Trust, including the deed establishing the Trust and appointing the Company as trustee for the Trust.

Warrumbungle Shire Council means the Warrumbungle Shire Council, ABN 63 348 671 239 of 20-22 John Street, Coonabarabran NSW 2357.

Wind Farm Site Boundary means the area referred to as "Modified Site Boundary" on the map titled Project Layout – EnergyCo CWO REZ contained at Appendix 2 Development Layout in Development Consent SSD-6696-Mod-1 as amended from time to time.

4.2 Interpretation

In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

- (a) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- (b) If the day in which any act, matter or thing is to be done under this Agreement is not a Business Day, the act, matter or thing must be done on the next Business Day.
- (c) A reference in this Agreement to 'dollars' or '\$' means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
- (d) A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (e) A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- (f) A reference to a clause, part or schedule is a reference to a clause, a part or a schedule of this Agreement.
- (g) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- (h) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- (i) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- (j) References to the word 'include' or 'including' are to be construed without limitation.
- (k) A reference to this Agreement includes the agreement recorded in this Agreement.
- (l) A reference to a party to this Agreement includes a reference to the servants, agents, and contractors of the party, and the party's successors and assigns.
- (m) Any schedules or tables form part of this Agreement.

- (n) Development Consent prevails in the event of conflict. In the event of any conflict between this Agreement and the Development Consent (for example, in the compilation of Schedule 1 (Land) to this Agreement from various parts of the Development Consent), the Development Consent prevails.

5. Termination of Initial Agreement

Tilt and the Council acknowledge and agree that:

- (a) with effect on the Commencement Date, they will cease to owe any obligations to each other under the Initial Agreement and will have no liability to each other under the Initial Agreement (including for anything done prior to the Commencement Date); and
- (b) they must use their best endeavours to enter into a tripartite deed with Warrumbungle Shire Council terminating the Initial Agreement as soon as practicable after the Commencement Date; but
- (c) should Tilt and the Council be unable to secure the agreement of Warrumbungle Shire Council to enter into a tripartite deed terminating the Initial Agreement, this will not affect the rights and obligations of the Parties under this Agreement.

6. Development Contributions to be made under this Agreement

6.1 Notification of Staging

- (a) The Company and Council acknowledge and agree that the Development may be constructed and operated in two or more stages as authorised by condition 9 of Schedule 2 of the Development Consent.
- (b) Before commencing Construction, the Company must notify the Council in writing, as required by condition 11 of Schedule 2 of the Development Consent. The notification must include:
 - (i) details of any staging proposed for the Development (including the total number of stages proposed to construct the Development and the number of wind turbines proposed in each stage within the Council's Local Government Area); and
 - (ii) confirmation of the Intended MW Capacity of each proposed wind turbine in each Development Stage.
- (c) If the Company makes any updates to the staging of the Development following the issue of a notice to the Council under clause 6.1(b) the Company must provide the Council with an updated notification of the revised Development staging and any updates to the Intended MW Capacity of each proposed wind turbine in each Development Stage.

6.2 Construction Contribution

- (a) Prior to commencing Construction, the Company must notify the Council in writing in accordance with clause 11 of Schedule 2 of the Development Consent. The notification must include confirmation of the proposed Construction Commencement Date.
- (b) Subject to clause 16 ('Assignment'), the Company must pay the Council the Construction Contribution for each wind turbine within a Development Stage, calculated in accordance with clauses 6.2(c) and 6.2(d) to the Council in arrears from 1 July each year for the duration of the Construction Phase of the relevant wind turbine within the Development Stage.

- (c) The Construction Contribution means, for each wind turbine within a Development Stage that is in the Construction Phase, an amount calculated in accordance with the following formula:

$$CC = A \times B$$

Where:

CC means the Construction Contribution in Australian dollars;

A means \$105.00 as adjusted in accordance with clause 6.8 of this Agreement; and

B means the Intended MW Capacity of the relevant wind turbine.

- (d) Where the Construction Phase of the relevant wind turbine covers only part of a relevant year, the Construction Contribution in respect of that wind turbine and year will be calculated on a pro-rata basis.

6.3 Operations Contribution

- (a) Prior to commencing Operation of the first Installed Turbine within a Development Stage, the Company must:

(i) notify the Council in writing of:

- a. the proposed date on which all the Installed Turbines within the Development Stage will become Operational in accordance with clause 11 of Schedule 2 to the Development Consent, and
- b. if it is proposed that the turbines installed within the Development Stage will become Operational on a staggered basis, the timing of that staggering including the Intended MW Capacity per turbine.

- (b) Upon all Installed Turbines within a Development Stage becoming ready for Operation, but prior to commencing Operation of all Installed Turbines within the Development Stage, the Company must:

- (i) provide the Council with a report containing the information required by clause 6.5 for the Development Stage; and
- (ii) notify the Council in writing of the Final MW Capacity per Installed Turbine as evidenced by the report.

- (c) Subject to clause 16 ('Assignment'), the Company must pay Operations Contributions for each Installed Turbine within a Development Stage, calculated in accordance with clause 6.3(d), 6.3(e) and 6.3(f) to the Council in arrears on 1 July each year for the duration of the Operations Phase for each Installed Turbine within the Development Stage.

- (d) The Operations Contribution means, for each Installed Turbine within a Development Stage that is in the Operations Phase, an amount calculated in accordance with the following formula:

$$OC = A \times B$$

Where:

OC means the Operations Contribution in Australian dollars;

A means \$1,050 as adjusted in accordance with clause 6.8 of this Agreement; and

B means the Final MW Capacity of each Installed Turbine.

- (e) Where the Operations Phase of the relevant Installed Turbine covers only part of a relevant year, the Operations Contribution in respect of that Installed Turbine and year will be calculated on a pro-rata basis.
- (f) Where the turbines for any Development Stage become operational at different times during any relevant year, the Operations Contribution in respect of that Development Stage and year will be calculated on a pro-rata basis according to when each Installed Turbine became operational during that year.
- (g) Where the turbines for any Development Stage become operational at different times, the Construction Contribution will continue to apply to the portion of wind turbines within the Development Stage not yet operational.
- (h) The Company must notify the Council of the commencement of Decommissioning of any Installed Turbines within a Development Stage within the Local Government Area of the Council in accordance with condition 11 of Schedule 2 of the Development Consent.

6.4 General

- (a) The Company's liability to make Development Contributions under this Agreement in relation to any Development Stage will:
 - (i) reduce proportionally if any Installed Turbines within the Local Government Area of the Council forming part of that Development Stage permanently cease to generate electricity into the transmission network; and
 - (ii) end on the 1 July after the date on which all of the Installed Turbines within the Local Government Area of the Council forming part of that Development Stage permanently cease to generate electricity into the transmission network.
- (b) The Development Contributions are paid for the purposes of this Agreement when cleared funds are deposited by means of electronic funds transfer by the Company into a bank account nominated by the Council.

6.5 Reporting on Final MW Capacity of all Installed Turbines in a Development Stage

The report required under clause 6.3(b)(i) must include:

- (a) confirmation of the number of Installed Turbines for the relevant Development Stage;
- (b) written certification by a registered professional engineer confirming the Final MW Capacity per Installed Turbine in the relevant Development Stage; and
- (c) a calculation (showing workings) of the Operations Contribution for all the Installed Turbines in the relevant Development Stage.

6.6 Allocation of the Operations Contributions

- (a) Subject to clause 6.6(b) and 6.6(e), the Council shall allocate Operations Contributions as follows:
 - (i) 5% of the Operations Contributions to the Administration Allowance;
 - (ii) 65% of the Operations Contributions to the Community Enhancement Fund; and
 - (iii) 30% of the Operations Contributions to the Road Maintenance Fund.
- (b) The Council must disburse funds from the Community Enhancement Fund promptly in accordance with Schedule 1, until such time as this Agreement is relevantly modified in accordance with clause 11 or terminated in accordance with clause 3.2.
- (c) The Council must disburse funds from the Road Maintenance Fund promptly to carry out the Council Road Maintenance on the Relevant Public Roads until such time as this Agreement is relevantly modified in accordance with clause 11 or terminated in accordance with clause 3.2.
- (d) Commencing on the third anniversary of the first due date for payment of the Development Contributions, and every third year thereafter, the Company and Council will review the ratios specified in clause 6.6(a) with reference to the Council's operational plans. If, as a result of the review, the Company and Council identify any surplus unallocated monies in the Road Maintenance Fund which are not required for Council Road Maintenance on the Relevant Public Roads, those monies may be transferred to the Community Enhancement Fund.
- (e) Any change to the ratio specified in clause 6.6(a) must be made in accordance with clause 11 of this Agreement.
- (f) The Council will provide to the Company an annual performance report on expenditure from the Road Maintenance Fund. The annual performance report will be supplied to the Company at the time Council issues the annual Tax Invoice for the annual contributions. The annual performance report will include:
 - (i) a summary of the Council Road Maintenance on the Relevant Public Roads completed in the previous 12 months using the Road Maintenance Fund;
 - (ii) an overview of the Council Road Maintenance proposed for the upcoming 12 months to ensure that the Relevant Public Roads remain in a safe and trafficable condition for all road traffic, including for heavy vehicles and oversize and overmass vehicles, including the estimated cost; and
 - (iii) a financial statement addressing incoming and outgoing monies into the Road Maintenance Fund, including any amounts that have not been spent and are currently being held by Council.

6.7 Allocation of the Construction Contributions

The Parties acknowledge that Council will need to allocate resources to review and/or assess plans, designs and/or applications for the Development. In recognition of this need, and to allow existing Council resources to remain available for other Council activities, the Parties agree that Construction Contributions may be used to fund resources to support Council activities required for the

Development, or for other purposes as otherwise agreed by the Parties. Construction Contributions that are not used to fund Council activities shall be allocated to the Community Enhancement Fund.

6.8 Indexation of Development Contributions

- (a) Subject to clause 6.8(b), the Construction Contribution and the Operations Contribution will both be reviewed on July 1 of each year following the Commencement Date in accordance with the following formula:

A = B x C/D

Where:

- A = the amount of the Construction Contribution and the Operations Contribution (as the case may be) payable for that year, in Australian dollars.
- B = the amount of the Construction Contribution and the Operations Contribution (as the case may be) payable for the previous year, in Australian dollars.
- C = the CPI most recently published before 1 July in the current year.
- D = the CPI most recently published before 1 July in the previous year.

- (b) For the avoidance of doubt, if C is less than D (that is, if there has been deflation over the relevant period), then A will not change.

6.9 Promotion of projects funded by Community Enhancement Fund

- (a) The Council agrees to acknowledge the Company in any public communications promoting projects, programs, grants or other activities funded by Developer Contributions under this Agreement. The form of acknowledgment is to be agreed by the Council and the Company (acting reasonably) but may include the inclusion of the Company's logo on any public facing documents prepared by the Council relating to projects, programs, grants or other activities funded by Developer Contributions under this Agreement along with a statement to the effect that funding was provided by the Developer Contributions made for the Development.
- (b) The Council gives permission for the Company to publicly promote projects, programs, grants or other activities funded by Developer Contributions under the Agreement.

7. The CEF Committee

- (a) The Council agrees to establish a committee under section 355 of the Local Government Act 1993 to assist with the administration of the Community Enhancement Fund in accordance with Schedule 1.

8. Auditing

- (a) Each year in which Development Contributions are made the Council must appoint an appropriately qualified auditor to reconcile the calculation, payment and allocation of the Development Contributions in accordance with clause 6 (including any allocations to or payments from any Strategic Reserve) and to identify any corrective payments required.

- (b) The Company and the Council must:
 - (i) provide access to documents and information reasonably requested by the auditor;
and
 - (ii) make corrective payments as specified by the auditor.
- (c) The costs of the auditor will be paid out of the Administration Allowance.
- (d) The Council will make the auditor's report publicly available.

9. Application of the Development Contributions

The Development Contributions are to be applied by the Council for the Public Purpose in accordance with this Agreement and consistent with the Council's Integrated Planning and Reporting Framework under the Local Government Act 1993.

10. Application of sections 7.11, 7.12 and Division 7.1, Subdivision 4 of the Act to the Development

- (a) This Agreement does not exclude sections 7.11, 7.12 and Division 7.1, Subdivision 4 of the Act to the Development.
- (b) Benefits under this Agreement are to be taken into consideration in determining a development contribution under section 7.11 of the Act.

11. Modification of this Agreement

- (a) The Parties agree that this Agreement may be reviewed and modified in accordance with clause 11(b) and that any review will be conducted in the circumstances and in the manner determined by the Company and Council.
- (b) No modification of this Agreement as contemplated in clause 11(a), will be of any force or effect unless it is in writing and signed by all the Parties to this Agreement and publicly notified in accordance with the Act and Regulation.

12. Dispute Resolution

- (a) In the event a dispute between the Company and Council (together, '**Parties to the Dispute**') arises in relation to any activity, payment or item as covered in this Agreement (a '**Dispute**'), either of the Parties to the Dispute must not commence any court proceedings relating to a Dispute unless it complies with this clause.
- (b) The Dispute is to be resolved through the following process (as required):
 - (i) A Party to the Dispute claiming that a Dispute has arisen must give written notice to the other Party to the Dispute specifying the nature of the Dispute;
 - (ii) Within ten (10) Business Days of receipt of notice of a claim of a Dispute, the Parties to the Dispute must endeavour, in good faith, to resolve the Dispute expeditiously using informal dispute resolution methods such as discussion, mediation or expert evaluation as agreed by the affected Party to the Dispute;
 - (iii) If the Parties to the Dispute fail to resolve the Dispute within 21 Business Days of receipt of notice (or any further period agreed in writing by them) as to:
 - a. the dispute resolution method and procedures to be adopted;

- b. the timetable for all steps in those procedures; or
- c. if applicable, the selection and compensation of the independent person required for any agreed expert evaluation,

the Parties to the Dispute must mediate the Dispute in accordance with the Alternative Dispute Resolution process of the Law Society of NSW. The Parties to the Dispute must request the President of the Law Society of NSW or the President's nominee to select the mediator and determine the mediator's remuneration;

- (c) The costs associated with the mediation must be shared equally between the Parties to the Dispute, unless the mediator determines otherwise; and
- (d) If the Dispute is not resolved within 60 Business Days after the initial notice of the Dispute is given under clause 8(a), then the Parties to the Dispute, having exhausted efforts to resolve the Dispute in accordance with this section, may, in writing, terminate the dispute resolution process and commence court proceedings in relation to the Dispute.

13. Registration of the Agreement

Pursuant to section 7.6 of the Act, the Parties agree that the existence of this Agreement will not be registered on titles to the Land.

14. Enforcement and security

14.1 Enforcement by any party

- (a) Without limiting any other remedies available to the Parties, this Agreement may be enforced by any Party in any court of competent jurisdiction.
- (b) Nothing in this Agreement prevents:
 - (i) a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates; and
 - (ii) the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.

14.2 Interest on unpaid Contributions

The Company agrees to pay interest to the Council on any amount of the Development Contributions from 28 days after it becomes due for payment, during the period that it remains unpaid, on demand, or at times determined by the Council, calculated on daily balances. The rate to be applied to each daily balance is the Interest Rate.

14.3 Bank Guarantee

- (a) Within 12 months of the first Construction Commencement Date for any Development Stage within the Local Government Area of the Council, the Company must provide to the Council a Bank Guarantee in the amount of \$100,000.00.
- (b) The Company must not cancel the Bank Guarantee provided under clause 14.3(a) or do anything to cause the Bank Guarantee to be ineffective unless the Council has given written notice to the Company that the Bank Guarantee can be cancelled. The Council must not unreasonably withhold its consent to the cancellation of the Bank Guarantee but may

consent on terms which require the Company to provide a replacement Bank Guarantee before the Bank Guarantee is cancelled.

- (c) The Council must release the Bank Guarantee or any unused part of it to the Company within 25 Business Days of the termination of this Agreement in accordance with clause 3.2.
- (d) If the Council reasonably considers that the Company is in breach of its obligation to pay the Development Contributions under this Agreement, it may give a written notice to the Company (a breach notice):
 - (i) specifying the nature and extent of the breach,
 - (ii) requiring the Company to pay the outstanding monetary Development Contributions, and
 - (iii) specifying the period within which the outstanding monetary Development Contributions are to be paid, being a period that is reasonable in the circumstances and not being less than 21 Business Days from the date of the written notice.
- (e) If the Company fails to fully comply with a breach notice, the Council may call-up and apply the proceeds of a Bank Guarantee provided under this Agreement in satisfaction of:
 - (i) any amount due and payable by the Company under this Agreement, and
 - (ii) any obligation of the Company under this Agreement to pay the Development Contributions, and
 - (iii) any associated liability, loss, cost, charge or expense directly incurred by the Council because of the failure by the Company to comply with this Agreement.
- (f) Subject to this clause, the Council will release the Bank Guarantee if the Company's rights and obligations under this Agreement are assigned in accordance with clause 16 and a replacement Bank Guarantee is provided to the satisfaction of the Council.
- (g) If the Council call on a Bank Guarantee in accordance with this Agreement, the Council may, by notice in writing to the Company, require the Company to provide a further Bank Guarantee in an amount that, when added to any unused portion of the existing Bank Guarantee, does not exceed \$100,000.00.
- (h) Nothing in this clause prevents or restricts the Council from taking any enforcement action in relation to:
 - (i) any obligation of the Company under this Agreement; or
 - (ii) any associated liability, loss, cost, charge or expense directly or indirectly incurred by the Council because of the failure by the Company to comply with this Agreement.

15. Company's limitation of liability as Trustee

- (a) The Company enters into this Agreement and performs all conduct and obligations of the Company in connection with this Agreement only as trustee for the Trust, except where expressly stated otherwise.
- (b) A liability of the Company arising under or in connection with this Agreement is limited to and can only be enforced against the Company only to the extent to which it can be satisfied out of any assets of the Trust by the Company exercising its right of indemnity set out in

the Trust Deed. This limitation of the Company's liability applies despite any other provision of this Agreement other than clause 15(e).

- (c) The Council may not sue the Company in any capacity other than as trustee for the Trust, including seeking the appointment of a receiver (except in relation to property of the Trust), a liquidator, an administrator or any other similar person to the Trustee or prove in any liquidation of or affecting the Company (except in relation to the property of the Trust).
- (d) The Council waives their rights and releases the Company from any personal liability in respect of any loss or damage that it may suffer as a consequence of a failure of the Company to perform its obligations under this Agreement, which cannot be paid or satisfied out of any assets of the Trust.
- (e) Despite any other provision of this clause, the provisions of this clause will not apply to any obligation or liability of the Company to the extent arising as a result of the Company's fraud, negligence or breach of trust or because of a reduction of the Company's right of indemnity under the Trust Deed or by operation of law.
- (f) No attorney, agent or delegate appointed in accordance with this Agreement has authority to act on behalf of the Company in any way that exposes the Company to any personal liability.
- (g) This clause 15 does not apply to the provisions of this Agreement which bind only Tilt (in its own capacity) as opposed to the Company.

16. Assignment

- (a) The Company must not sell, transfer, novate, assign or similarly deal with ("Dealing") its interest in the Development except in accordance with the provisions of clause 16. Any purported Dealing in breach of this clause is of no effect.
- (b) Subject to clause 16(c) and 16(d), the Company must not Deal its rights or obligations under this Agreement without the prior written consent of the Council which consent must be not be withheld or delayed unless the Council, acting reasonably, has concerns that the Assignee would be unable to fulfil the financial obligations under this Agreement relating to the Relevant Part.
- (c) The Company may Deal with its interest in the whole or any part of the Development, including any Development Stage ("**Relevant Part**"), to a Related Body Corporate ("**Related Assignee**") without requiring the Council's consent under this Agreement provided that:
 - (i) the Company delivers to the Council a deed of assignment or novation executed by the Company and the Related Assignee containing provisions under which:
 - (A) the Company's rights and obligations under this Agreement relating to the Relevant Part are assigned or novated to the Related Assignee on and from the date of the deed of assignment or novation or any other date specified in the deed (being the 'date of assignment');
 - (B) the Related Assignee undertakes to pay all obligations of the Company under this Agreement relating to the Relevant Part arising on and from the date of assignment or novation; and
 - (C) the Related Assignee undertakes to pay the Council's reasonable costs in relation to the assignment or novation;

- (ii) the Company has paid its liability for the Development Contributions calculated pro-rata at the date of assignment or novation (as if the date for payment were the date of assignment or novation, not 1 July); and
 - (iii) a replacement Bank Guarantee (on pro-rated basis if the assignment relates to a Relevant Part only) is provided by the Related Assignee in accordance with clause 14.3(f).
- (d) The Company may Deal its interest in the whole or any part of the Development, including any Development Stage ("**Relevant Part**"), to another person ("**Assignee**") if, before it assigns or novates:
 - (i) any default by the Company under any provisions of this Agreement has been remedied by the Company or waived by the Council on such conditions as the Council may determine, acting reasonably;
 - (ii) the Company delivers to the Council a deed of assignment or novation executed by the Company and the Assignee containing provisions under which:
 - (A) the Company's rights and obligations under this Agreement relating to the Relevant Part are assigned to the Assignee on and from the date of the deed of assignment or novation or any other date specified in the deed (being the 'date of assignment');
 - (B) the Assignee undertakes to pay all obligations of the Company under this Agreement relating to the Relevant Part arising on and from the date of assignment or novation; and
 - (C) the Assignee undertakes to pay the Council's reasonable costs in relation to the assignment or novation;
 - (iii) the Company has paid its liability for the Development Contributions calculated pro-rata at the date of assignment or novation (as if the date for payment were the date of assignment, not 1 July); and
 - (iv) a replacement Bank Guarantee (on pro-rated basis if the assignment relates to a Relevant Part only) is provided by the Assignee in accordance with clause 14.3(f).
- (e) If the Company complies with clauses 16(c) or 16(d), the Council will be deemed to have released the Company from any further obligation under this Agreement which relate to the Relevant Part on and from the date of assignment or novation.
- (f) If the Company assigns in accordance with clauses 16(c) or 16(d), the Related Assignee's or Assignee's (as the case may be) liability for Development Contributions in relation to the Relevant Part for the period from the date of assignment or novation to the next 1 July to occur thereafter is to be calculated pro-rata.

17. Notices

- (a) Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:
 - (i) delivered or posted to that Party at its address set out below; or
 - (ii) emailed to that Party at its email address set out below.

Upper Hunter Shire Council

Attention: The General Manager

Address: Upper Hunter Shire Council 135 Liverpool Street, Scone
NSW 2337 PO Box 208, Scone NSW 2337

Email: council@upperhunter.nsw.gov.at and

Tilt

Attention: CEO (Liverpool Range Wind Farm)

Address: PO Box 16080 Collins Street West, Melbourne VIC 8007

Email: liverpoolrangewindfarm@tiltrenewables.com

Company

Attention: CEO (Liverpool Range Wind Farm)

Address: PO Box 16080 Collins Street West, Melbourne VIC 8007

Email: liverpoolrangewindfarm@tiltrenewables.com

- (b) If a Party gives the other Party three Business Days' notice of a change of its address, or email address:
- (i) any notice, consent, or invoice is only given or made by that Party if it is served or posted by way of registered post to the latest address;
 - (ii) any information, application or request is only given or made by that other Party if it is emailed to the latest email address.
- (c) Any notice, consent, information, application or request is to be treated as given, made or received at the following time:
- (i) if it is delivered by process server, when it is served at the relevant address;
 - (ii) if it is sent by registered post, two Business Days after it is posted; or
 - (iii) if it is sent by email, as soon as the sender receives a 'delivery receipt' from the recipient.
- (d) If any notice, consent, information, application or request is physically delivered, or an email delivery receipt in relation to it is received, on a day that is not a Business Day, or if on a Business Day, after 5 pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next Business Day.

18. Costs

The Company agrees to pay the Council's costs of preparing, negotiating and executing this Agreement as follows: \$5,000 (including GST) within seven days of the Commencement Date.

19. Entire Agreement

- (a) This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Agreement was executed except as permitted by law.
- (b) Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this Agreement.

20. Approvals and Consents

- (a) Except as otherwise set out in this Agreement, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Agreement in that Party's absolute discretion and subject to any conditions determined by the Party.
- (b) A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

21. Further Acts

Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to affect, perfect or complete this Agreement and all transactions incidental to it.

22. Governing Law and Jurisdiction

This Agreement is governed by the law of New South Wales. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

23. No Fetter

Nothing in this Agreement shall be construed as requiring the Council to do anything that would cause them to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

24. Joint and individual liability and benefits

- (a) Subject to clause 24(b), except as otherwise set out in this Agreement, any agreement, covenant, representation or warranty under this Agreement by two or more persons binds them jointly and each of them individually, and any benefit in favour of two or more persons is for the benefit of them jointly and each of them individually.
- (b) The Parties acknowledge and agree that no obligation of the Company, who has entered into this Agreement only as trustee for the Trust, will bind Tilt.

25. Representations and Warranties

- (a) Each of the Parties represents and warrants to the other Party that it has power to enter this Agreement and comply with its obligations under this Agreement and that entry into this Agreement will not result in the breach by it of any law applicable to it.

- (b) Each Party warrants to each other Party that this Agreement creates a legal, valid and binding obligation, enforceable against the relevant Party in accordance with its terms.

26. Severability

If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of the Agreement is not affected.

27. Waiver

The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party. A waiver by a Party is only effective if it is in writing. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of that obligation or breach in relation to any other occasion.

28. GST

If any Party reasonably decides that it is liable to pay GST on a supply made to another Party under this Agreement and the supply was not priced to include GST, then the recipient of the supply must pay an additional amount equal to the GST on that supply.

29. Counterparts

This document may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

SCHEDULE 1

**Section 355 Committee
Liverpool Range Wind Farm
Community Enhancement Fund Committee
Constitution
and
Instrument of Delegation**



Upper Hunter Shire Council

Community Enhancement Fund Constitution

1. Background

- 1.1 On 27 March 2018 the Company was granted the Development Consent.
- 1.2 On [INSERT DATE] the Company and the Council entered into the Planning Agreement.
- 1.3 Under clause 7 of the Planning Agreement, the Council agreed to establish a committee under section 355 of the LG Act to assist with the administration of the Community Enhancement Fund in accordance with the draft Constitution and Instrument of Delegation at Schedule 1 of the Planning Agreement.
- 1.4 The Council has resolved to adopt this Constitution and make the Instrument of Delegation to give effect to the Planning Agreement.
- 1.5 Under the LG Act, a local council is able to delegate some of its functions to a committee of council. A committee is appointed and reappointed by resolution of a council in accordance with the provisions of section 355 and section 377 of the LG Act.
- 1.6 A committee of council is in fact acting on council's behalf; the committee is 'council' and any action which the committee undertakes is council's responsibility.
- 1.7 This Constitution and Instrument of Delegation provides a mandatory set of rules that defines the functions that the Council has delegated to the CEF Committee, the manner in which those delegated functions are to be undertaken by the CEF Committee, and an administrative structure and procedures to ensure that the Council is able to monitor the conduct and performance of the CEF Committee.
- 1.8 That portion of Development Contributions allocated to the Community Enhancement Fund will be administered by the CEF Committee, in accordance with relevant legislation, the Planning Agreement and the provisions of this Constitution and Instrument of Delegation.
- 1.9 The CEF Committee will act as a committee of the Council and has no executive powers, except those expressly provided by resolution of the Council.

2. Definitions

Applicant means an applicant for CEF funding.

Area means "area" as defined in the Local Government Act 1993.

CEF Committee means the Community Enhancement Fund Committee established by resolution of the Council with functions in relation to the Community Enhancement Fund.

Chair means the Chair of the CEF Committee.

Community Enhancement Fund (CEF) means the portion of the Development Contributions provided under the Planning Agreement to be used for a Public Purpose in accordance with this Constitution.

Company means Tilt Renewables Australia Pty Limited ACN 101 038 331 as trustee for Liverpool Range Wind Farm Project Trust ABN 14 658 244 914 of Level 24, 600 Bourke Street, Melbourne, VIC 3000, or its assignee

Development means the 'Liverpool Range Wind Farm' as described in the Development Consent.

Development Consent means development consent SSD-6696 which was initially granted on 27 March 2018 under the Act by the delegate of the Minister for Planning with respect to state significant development application SSD-6696, as modified by Modification 1 and as further modified from time to time in accordance with the EP&A Act.

EPA Act means the *Environmental Planning & Assessment Act 1979* (NSW).

Council means Upper Hunter Shire Council.

LG Act means *Local Government Act 1993* (NSW).

Member means a person appointed as a member of the CEF Committee.

Planning Agreement means the Voluntary Planning Agreement entered into between the Council and the Company dated [insert date].

Public Purpose has the meaning given in section 7.4(2) of the Act.

Strategic Reserve means any part of the Community Enhancement Fund dedicated, by resolution of the Council, to a future, large or multi-year funding commitment.

3. **Functions of the CEF Committee**

The functions of the CEF Committee are to:

- 3.1 Review the suitability of grant application forms, CEF grant funding agreements and information for Applicants (including information regarding the outcome of applications), and the information and briefing to be provided to incoming Members, and to recommend changes where appropriate;
- 3.2 Publicly call for applications for CEF funding in accordance with the selection criteria.
 - 3.2.1. The public notice must specify a due date and be displayed in various locations including (but not limited to):
 - 3.2.1.1 on the Council's websites;
 - 3.2.1.2 in the Council's office reception area — hard copy;
 - 3.2.1.3 in local newspaper(s) (where available);
 - 3.2.1.4 on social media as deemed appropriate by the Committee; and
 - 3.2.1.5 on the Company website;
 - 3.2.1.6 at the Cassilis Post Office and Cassilis library;
- 3.3 Evaluate and determine CEF funding applications. Grants can only be made upon the determination of the Committee. The CEF Committee must allow a grant applicant the opportunity to address the CEF Committee, providing there has been prior registration to speak and the address is conducted in accordance with standard meeting protocols;
- 3.4 Recommend, if it so wishes, to the Council that part of the Community Enhancement Fund be held and dedicated to a Strategic Reserve. A recommendation must be in writing and described with certainty and detail;

- 3.5 Ensure that allocations are made from the Community Enhancement Fund as determined, and that any allocations to and payments from the Strategic Reserve are accounted for;
- 3.6 Ensure that the Planning Agreement is permanently accessible on the websites of the Council, that activity pursuant to the Planning Agreement is included in the annual reports of the Council, and that access is provided to the history of grants (and outcomes) pursuant to the Planning Agreement; and
- 3.7 Review the effectiveness of completed grants and of the performance of the CEF Committee each year, and recommend changes to the Council where appropriate, so that the Community Enhancement Fund provides as much ongoing public benefit as possible.

4. **Council responsibilities**

4.1 **Finance and secretariat**

The Council agrees to take responsibility of the financial management and meeting secretariat functions of the CEF Committee.

4.2 **Duties of the Council**

The Council is to:

- 4.2.1. Make copies of the legislative provisions and codes referred to in clause 8.5 available to Members;
- 4.2.2. Receive and retain all incoming correspondence, including applications for funding, and table all correspondence at CEF Committee meetings;
- 4.2.3. Send and retain outgoing correspondence as approved by the Committee;
- 4.2.4. Prepare and issue notices, agendas and business papers to Members;
- 4.2.5. Arrange advertising of calls for applications for CEF funding as approved by the CEF Committee;
- 4.2.6. Record minutes of each meeting of the CEF Committee and to promptly forward all minutes to the General Manager of the Council, the nominated financial officer of the Council and all Members.
- 4.2.7. Prepare an annual report, for consideration and approval by the CEF Committee, to be provided to the General Manager of the Council prior to 31 July each year, including a summary of CEF funding grants approved by the Committee during the previous financial year.

4.3 **Duties of the Finance Manager**

The Finance Manager of the Council is responsible for the following:

- 4.3.1. To receive all monies payable into the CEF and to receipt same;
- 4.3.2. To pay expenses of the CEF Committee from the Administration Allowance;
- 4.3.3. To pay CEF grants to successful applicants as approved by the CEF Committee;
- 4.3.4. To keep accurate accounts and books showing the financial affairs of the CEF Committee;

- 4.3.5. To bank in a designated account, all monies received into the CEF;
- 4.3.6. To submit financial statements to each CEF Committee meeting including monies paid to the CEF, grants paid to successful applicants and minor expenses authorised under clause 8.6.1 of the Constitution;
- 4.3.7. To provide the CEF Committee with copies of:
 - 4.3.7.1 each report by the Company under clause 6.3(a)(i) of the Planning Agreement; and
 - 4.3.7.2 each annual auditor's report under clause 8 of the Planning Agreement.
- 4.3.8. To prepare an annual report, for consideration and approval by the CEF Committee, to be provided to the General Manager of the Council prior to 31 July each year, including a summary of CEF funding grants approved by the Committee during the previous financial year.

5. Membership of the CEF Committee

5.1 Representatives

The CEF Committee will comprise five (5) Members appointed by the Council as follows:

- 5.1.1. two councillors from the Council (voting members- one of whom chairs the CEF Committee and has a casting vote);
- 5.1.2. one council officer from the Council (non-voting);
- 5.1.3. two community representatives from the Upper Hunter Shire Local Government Area (to be residents within approximately 20 km of the Wind Farm Site Boundary) who have not entered into a financial agreement with the Company and can demonstrate the skills and experience relevant to the Committee's charter (voting members); and
- 5.1.4. one Company representative (voting member), nominated by the Company.

5.2 Honorary nature

- 5.2.1. Each Member acts on a voluntary basis. No Member shall be entitled to any remuneration, and there is no employer-employee relationship with a Council as a result of membership.
- 5.2.2. Community representative and councillor Members are entitled to reimbursement of reasonable travel and other necessary expenses associated with membership.

5.3 Membership appointment process for first CEF Committee

- 5.3.1. Within one month of the first due date for payment of Development Contributions by the Company in accordance with clause 6 of the Planning Agreement, the Council will advertise for community representative for the first CEF Committee.
- 5.3.2. The Community Consultation Committee operated in relation to the planning application for the Development shall consider the applications and recommend appointments of community representatives to Council.

- 5.3.3. The Council may, with clearly stated reasons, reject a recommendation, and request a further recommendation from the Community Consultation Committee.
- 5.3.4. The Council shall appoint its councillors and council officer and, in consultation with the Company, their community representative and the Company representative to the CEF Committee.
- 5.3.5. The term of the first CEF Committee will be until a replacement committee is appointed following the next local government election.

5.4 Membership appointment process for subsequent CEF Committees

- 5.4.1. Within two months of each local government election or of a vacancy occurring on a CEF Committee the Council will, by public notice, advertise for community representatives for the CEF Committee.
- 5.4.2. The public notice will describe the position, and state that appointments are for four years, in alignment with Council terms, and that existing Members are eligible for re-appointment provided that no community Member serves for more than two consecutive four year terms.
- 5.4.3. The outgoing CEF Committee shall consider the applications and recommend appointments to the Council.
- 5.4.4. The Council may, with clearly stated reasons, reject a recommendation, and request a further recommendation from the outgoing CEF Committee.
- 5.4.5. The Council shall appoint its councillors and council officer and, in consultation with the Company, appoint their community representative and Company representative to the CEF Committee.
- 5.4.6. The term of the CEF Committee will be until a replacement committee is appointed following the next local government election.

6. Grant Criteria

- 6.1 An Applicant must be an incorporated or registered not-for-profit association, a local council or a Crown Land Manager, or another entity deemed suitable by the CEF Committee to be making an application that would provide a Public Purpose, as defined under Section 7.4(2) of the EPA Act;
- 6.2 An Applicant must hold public liability insurance to the satisfaction of the CEF Committee;
- 6.3 Degree of public benefit. Applications should demonstrate in some detail the degree to which the proposed Public Purpose is likely to benefit the communities associated in some manner with the Development. The benefits are to flow to the community within approximately 20 km of the Wind Farm Site Boundary (or within Merriwa) so as to truly reflect the impact of the Development on the community. Applications for projects outside the 20 km radius may also be considered provided an Applicant can show a degree of benefit within the 20 km criterion; and
- 6.4 The CEF Committee has the authority to determine additional grant eligibility criteria, with the Council's approval, provided that the first three criteria listed herein are maintained.

7. **Examples of projects potentially suitable for grant applications**

Projects potentially eligible for merit allocation of Development Contributions from the Community Enhancement Fund must be for a Public Purpose and include (but are not limited to):

- 7.1 projects for the conservation or enhancement of the natural environment;
- 7.2 provision of public domain infrastructure and services such as recreational, sporting and community facilities as well as disabled access, car parking, toilets, footpaths, and streetscapes;
- 7.3 funds for improving rural community mobile phone and internet services;
- 7.4 support to assist medical practitioners reside in local towns;
- 7.5 mobile outreach health services;
- 7.6 support to assist medical specialists fly in from the city to run clinics;
- 7.7 support for physical health programs, for example obesity/diabetes/drugs;
- 7.8 support for mental health programs;
- 7.9 support for the construction and management of aged care units and to assist the financially disadvantaged gain entry into such facilities;
- 7.10 support for the provision of Council-run aged care/community transport vehicles;
- 7.11 child care and preschool facilities;
- 7.12 improvements to drainage structures and waste management services;
- 7.13 upgrades of public facilities such as libraries, community halls, aquatic centres and childcare facilities;
- 7.14 recurrent expenditure funding of projects funded by the Community Enhancement Fund;
- 7.15 monitoring of the planning impacts of development and project-related technical resource capacity
- 7.16 tourist displays, including (but not limited to) with regard to indigenous and non-indigenous regional heritage;
- 7.17 support for organisations that provide services for the local First Nations community; and
- 7.18 renewable energy projects.

8. **CEF Committee meeting procedure and rules**

8.1 **Meetings**

- 8.1.1. Meetings will be open to the public and meeting details publicised, however speaking rights to non-member attendees will be at the discretion of the Committee.
- 8.1.2. The CEF Committee will meet at least six monthly at a time and date decided upon by the Committee.

8.1.3. Members must attend meetings in person.

8.1.4. A quorum is at least three (3) voting Members (including at least one Councillor).

8.2 Meeting agendas and minutes

8.2.1. Written notice of the business proposed to be transacted shall be prepared by the Council to Members in electronic format not later than seven (7) days prior to the scheduled meeting.

8.2.2. The CEF Committee will resolve standing agenda items for each CEF Committee meeting.

8.2.3. Minutes of Committee meetings will be recorded and promptly after the meeting, reported to the Council, and placed on Council's websites together with a notice of next meeting specifying the date, time and place at which the meeting will be held.

8.3 Chairperson

8.3.1. The Chair of the CEF Committee will be a Councillor of the Council.

8.3.2. In the absence of the Chair, the other Councillor Member of the CEF Committee acts as Chair.

8.4 Disqualification due to absence without leave

8.4.1. If any Member is absent, without leave of the Committee, from two (2) consecutive meetings of the CEF Committee, such Member shall be disqualified from acting as a Member of the Committee but shall be eligible for re-appointment.

8.4.2. The majority of Members may resolve that a Member should be disqualified. Such resolution shall be recorded in the minutes. Such resolution is of no effect unless confirmed by resolution of Council, whose determination shall be final and absolute.

8.4.3. If a community Member is disqualified, a replacement must be appointed in accordance with the process described in clause 5.4.

8.5 Applicable legislation and codes

8.5.1. Members of the CEF Committee are council officials for the purposes of, and are bound by, the Model Code of Conduct.

8.5.2. Meetings of the CEF Committee will be conducted in accordance with the LG Act.

8.5.3. Chapter 14 (Honesty and disclosure of interests) of the LG Act applies to all Members and Members' attention is drawn in particular to sections 451 (Disclosure and presence in meetings), 453 (Disclosures to be recorded), 454 (General disclosure) and 456 (Disclosure by adviser) of the LG Act.

8.6 Reimbursement of expenses

8.6.1. The CEF Committee may resolve to authorise the Managing Council to pay minor necessary expenses of the CEF Committee or its Members. Any such expenses are to be reported to the next meeting.

8.7 Amendment of Constitution

- 8.7.1. The CEF Committee may from time to time amend this Constitution, providing that the additional or amended provisions are not inconsistent with the existing Constitution. The additional principles shall apply upon ratification by the Council.

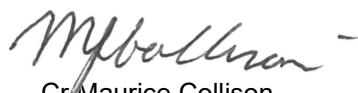
Instrument of Delegation to the Community Enhancement Fund Committee

On 25 August 2025 the Upper Hunter Shire Council ("Council") resolved that:

- (a) All previous delegations of Functions the subject of this Instrument be revoked.
- (b) Pursuant to section 377 of the LG Act to delegate to the CEF Committee, authority to exercise and/or perform on behalf of the Council the Council's Functions specified in the CEF Constitution and confer authority to undertake any administrative actions necessary to carry out those Functions.
- (c) These delegations and authorities are subject to, and are to be exercised in accordance with the requirements of the relevant Legislation and the CEF Constitution.
- (d) This delegation is conditional upon:
 - The delegation of authority by Upper Hunter Shire Council to the CEF Committee (the Upper Hunter Delegation") in terms identical to this delegation;
 - The continuance in full force and effect of the Upper Hunter Delegation.
- (e) These delegations and authorities are effective from the date of the Resolution of the Council and remain in force until amended or revoked by a resolution of the Council.
- (f) In this delegation:
 - **'CEF Committee'** means the Community Enhancement Fund Committee established by resolution of Upper Hunter Shire Council to administer that part of the development contributions payable under a voluntary planning agreement for the Liverpool Range Wind Farm that are allocated to the Community Enhancement Fund;
 - **'CEF Committee Constitution'** means the constitution of the CEF Committee adopted by resolution of the Upper Hunter Shire Council, as amended from time to time.
 - **'Functions'** means powers, authorities, duties and functions and anything ancillary or related to the exercise or performance thereof.
 - **'Legislation'** means legislation enacted by the parliament of New South Wales and the parliament of the Commonwealth of Australia, including an Act, regulation made under an Act, by-law, rule or ordinance.
 - **'LG Act'** means the Local Government Act 1993 as amended.

Pursuant to a Resolution of the Council at its meeting of 25 August 2025],

Minute [25/176] Report number [G08.1]



Cr Maurice Collison

MAYOR

Date: 18 February 2026

EXECUTION AS AN AGREEMENT

Executed by **Tilt Renewables Australia Pty Ltd ACN 101 038 331** as trustee for **Liverpool Range Wind Farm Project Trust ABN 14 658 244 914** by its attorneys:

Catherine Ahlberg
.....
Signature

Catherine Ahlberg
.....
Print name

Date: 25 February 2026
.....

Laurent Francisci
.....
Signature

Laurent Francisci
.....
Print name

Date: 26 February 2026
.....

Executed by **Tilt Renewables Australia Pty Ltd ACN 101 038 331** by its attorneys:

Catherine Ahlberg
.....
Signature

Catherine Ahlberg
.....
Print name

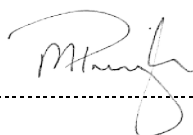
Date: 25 February 2026
.....

Laurent Francisci
.....
Signature

Laurent Francisci
.....
Print name

Date: 26 February 2026
.....

Executed by **Upper Hunter Shire Council** by its authorised delegate in accordance with a resolution of the Council dated 25 August 2025 in the presence of:



Witness (signature)

Mathew Pringle, Director Environmental
& Community Services

Name and Position of Witness (print)

Date: 18 February 2026



Authorised Delegate (signature)

Greg McDonald, General Manager

Name and Position of Authorised Delegate (print)

18 February 2026
Date: