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DATED:

2024

**Neoen Australia Pty Ltd**  
**ACN 160 905 706**  
**(Neoen)**

and

**Uralla Shire Council**  
**ABN 55 868 272 018**  
**(Uralla Council)**

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## **PLANNING AGREEMENT**

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# CONTENTS

<b>PARTIES .....</b>	<b>2</b>
<b>RECITALS .....</b>	<b>2</b>
<b>1. DEFINITIONS &amp; INTERPRETATION .....</b>	<b>2</b>
1.1 Specific Definitions .....	2
1.2 Interpretation .....	3
<b>2. NATURE AND, COMMENCEMENT OF DEED .....</b>	<b>4</b>
<b>3. PAYMENT OF THE INITIAL PROJECT CONTRIBUTION .....</b>	<b>4</b>
<b>4. PAYMENT OF THE FURTHER PROJECT CONTRIBUTIONS .....</b>	<b>5</b>
<b>5. GENERAL .....</b>	<b>5</b>
<b>6. FINAL CONTRIBUTION .....</b>	<b>6</b>
<b>7. APPLICATION OF CONTRIBUTIONS .....</b>	<b>6</b>
<b>8. APPLICATION OF S.7.11, S.7.12 AND S.7.24 OF THE EPA ACT TO THE DEVELOPMENT .....</b>	<b>7</b>
<b>9. INTERESTS IN THE LAND .....</b>	<b>7</b>
<b>10. BANK GUARANTEE .....</b>	<b>7</b>
<b>11. ENFORCEMENT OF OBLIGATIONS &amp; SECURITY .....</b>	<b>8</b>
<b>12. NO FETTER .....</b>	<b>8</b>
<b>13. DISPUTE RESOLUTION .....</b>	<b>9</b>
<b>14. CHANGE OF BENEFICIARY OF THE DEVELOPMENT CONSENT .....</b>	<b>10</b>
<b>15. GST .....</b>	<b>11</b>
<b>16. NOTICES .....</b>	<b>11</b>
<b>17. COSTS .....</b>	<b>12</b>
<b>18. MISCELLANEOUS .....</b>	<b>12</b>
18.1 Relationship of the parties .....	12
18.2 No Waiver .....	12
18.3 Joint and Several Liability .....	12
18.4 Deed binds Heirs .....	12
18.5 Further Assurance .....	13
18.6 Governing Law .....	13
18.7 Entire Deed .....	13
18.8 Modification of Deed .....	13
18.9 Severability .....	13
18.10 Non-Merger .....	13
18.11 Confidentiality .....	13
18.12 Counterparts .....	14
18.13 Explanatory Note .....	14

## PLANNING AGREEMENT

**DATE:** 8 August 2024

**PARTIES:** Neoen Australia Pty Ltd ACN 160 905 706 of Level 21, 570 George Street, Sydney NSW 2000 (Neoen)

Uralla Shire Council ABN 55 868 272 018 of 32 Salisbury Street, Uralla in the State of New South Wales (Uralla Council)

### RECITALS

- A. Neoen has lodged the Project DA seeking development consent for the development of a wind farm across the Tamworth Council and Uralla Council local government areas.
- B. Neoen has offered to pay Monetary Contributions to the Uralla Council on the terms of this Deed in connection with the Project DA and the Project Consent.
- C. The Uralla Council agrees to receive and expend the contributions in accordance with this Deed.
- D. The Uralla Council intends to set up a strategic fund for monetary contributions it receives from renewable energy projects which impact its local government area. The funds will be spent for the benefit of the Uralla LGA including the Immediate Community. The Uralla Council intends that the Monetary Contributions made by Neoen pursuant to this Deed will form part of and be managed under this strategic fund.

**IT IS AGREED** as follows:

**1. DEFINITIONS & INTERPRETATION**

**1.1 Specific Definitions**

In this Deed unless the context requires otherwise:

- (a) **Business Day** means a day on which trading banks are open for ordinary business in New South Wales.
- (b) **Business Hours** means between 9.00am and 5.00pm (inclusive) on a Business Day.
- (c) **Contribution Year** means every 12-month period beginning from 1 July each year.
- (d) **Costs** includes costs, charges and expenses, including those incurred in connection with advisers.
- (e) **CPI** means the All Groups Consumer Price Index for Sydney or equivalent index published from time to time by the Australian Bureau of Statistics.
- (f) **Deed** means this Planning Agreement and "this Deed" shall have a corresponding meaning and shall include all schedules, appendices, exhibits and annexures to this Planning Agreement.
- (g) **Department** means the NSW Department of Planning, Industry and Environment, and any successor department.
- (h) **EPA Act** means the *Environmental Planning and Assessment Act 1979* (NSW), as amended from time to time.

- (i) **EPA Regulation** means the *Environmental Planning and Assessment Regulation 2021* (NSW), as amended from time to time.
- (j) **Explanatory Note** means the explanatory note in relation to this Deed, as required by s.205 of the EPA Regulation, and attached to this Deed.
- (k) **Final Project Contribution** means the contribution payable under clause 6.1.
- (l) **Further Project Contributions** means \$74,740.00, as adjusted in accordance with clauses 4.3.
- (m) **Immediate Community** means the area of land identified in Schedule 2.
- (n) **Initial Project Contribution** means \$74,740.00, as adjusted in accordance with clause 3.2.
- (o) **LG Act** means the *Local Government Act 1993* (NSW), as amended from time to time.
- (p) **LGA** means local government area.
- (q) **Monetary Contributions** means the payment of money by Neoen to the Uralla Council in accordance with this Deed and Appendix 3 of the Project Consent including the Initial Project Contribution, the Further Project Contributions and the Final Project Contribution (if any).
- (r) **Operational Plan** means a plan prepared under s.405 of the LG Act.
- (s) **Project** means the construction and operation of a wind farm and associated infrastructure within the Uralla local government area in accordance with the Project Consent, to be known as the Thunderbolt Wind Farm.
- (t) **Project Consent** means the development consent granted by the relevant consent authority under the EPA Act to the Project DA as set out or referred to in Schedule 3.
- (u) **Project Commencement Date** means the date on which the Project, or any part thereof, completes commissioning testing in accordance with clause 5.8 of the National Electricity Rules or has capacity to generate revenue in the National Energy Market (whichever is earlier).
- (v) **Project DA** means application number SSD-10807896 for the development of a wind farm with up to 32 turbines (and installed capacity of approximately 192 MW per year) and associated infrastructure within Uralla LGA.
- (w) **Project End Date** means the 30<sup>th</sup> anniversary of the Project Commencement Date.
- (x) **Related Entity** means any special purpose vehicle, trustee or other entity that is related to Neoen.

## 1.2 Interpretation

In the interpretation of this Deed, unless the contrary intention appears:

- (a) a reference to:
  - (i) one gender includes the others;
  - (ii) the singular includes the plural and the plural includes the singular;
  - (iii) an individual or person includes a corporation;
  - (iv) a party includes the party's executors, administrators, successors and assigns;
  - (v) a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
  - (vi) a recital, clause, paragraph, schedule or annexure is a reference to a recital, clause, paragraph, schedule or annexure of or to this Deed;
- (b) any schedule, attachment or other document referred to in or delivered with this Deed forms part of this Deed;
- (c) no provision of this Deed will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this Deed or that provision;
- (d) where words or phrases are given a defined meaning, any other part of speech or other grammatical form of those words or phrases shall have a corresponding meaning;
- (e) a reference to "currency", "A\$", "\$A", "dollar" or "\$" is a reference to Australian currency;
- (f) a reference to a monetary amount is exclusive of GST unless otherwise specified;
- (g) "including" and similar expressions are not and must not be treated as words of limitation;
- (h) headings and tables of contents are inserted for convenience only and have no effect on interpretation.

## 2. NATURE AND, COMMENCEMENT OF DEED

### 2.1 Nature

- (a) The parties acknowledge and agree that this Deed is a planning agreement under Division 7.1, Part 7 of the EPA Act.
- (b) This Deed applies to the Project Consent and evidences Neoen's compliance with any relevant condition(s) of the Project Consent requiring entry into a planning agreement under Division 7.1, Part 7 of the EPA Act with the Uralla Council.

**3. PAYMENT OF THE INITIAL PROJECT CONTRIBUTION**

3.1 Neoen must notify the Uralla Council of the Project Commencement Date within 14 days of it occurring.

3.2 Within 30 days of:

- (a) the Project Commencement Date; and
- (b) a valid tax invoice being provided by the Uralla Council to Neoen in respect of the Initial Project Contribution,

Neoen must pay the Initial Project Contribution to the Uralla Council, adjusted in accordance with the following formula:

$$\text{Initial Project Contribution} = \frac{A \times C}{B}$$

Where:

A = \$74,740.00;

B = the CPI number last published before 28 March 2023; and

C = the CPI number last published before the Project Commencement Date.

3.3 The Initial Project Contribution must be paid by electronic funds transfer into the account specified in writing by the Uralla Council.

3.4 The Initial Project Contribution will be taken to have been made when the Uralla Council receives the full, cleared amount of the contribution.

**4. PAYMENT OF THE FURTHER PROJECT CONTRIBUTIONS**

4.1 For each Contribution Year commencing from the first anniversary of the Project Commencement Date, Neoen must pay the Further Project Contribution to the Uralla Council.

4.2 The Further Project Contribution must be paid in arrears within 60 days of:

- (a) the end of each Contribution Year; and
- (b) a valid tax invoice being provided by the Uralla Council to Neoen in respect of the Further Project Contribution.

4.3 The parties agree that the Further Project Contribution will be adjusted on 1 July of each Contribution Year in accordance with the following formula:

$$\text{Adjusted Further Project Contribution} = \frac{A \times B}{C}$$

Where:

A = the Further Project Contribution payable for the Contribution Year;

B = the CPI number last published immediately before the end of the Contribution Year just ended; and

C = the CPI number last published immediately before the commencement of the Contribution Year just ended.

4.4 The Further Project Contribution must be paid by electronic funds transfer into the account specified in writing by the Uralla Council.

4.5 Each Further Project Contribution will be taken to have been made when the Uralla Council receives the full, cleared amount of the contribution.

## 5. GENERAL

5.1 The obligation of Neoen to pay the Further Project Contribution under this Deed will cease on the Project End Date.

5.2 Neoen must pay interest on any overdue amount of the Initial Project Contribution and any Further Project Contribution payable:

(a) from the date on which the overdue part or whole of the Initial Project Contribution and any Further Project Contribution (as applicable) is due for payment under this Deed; and

(b) until the date on which the overdue part or whole of the Initial Project Contribution and any Further Project Contribution (as applicable) is paid.

5.3 The rate of interest payable under clause 5.2 will be the bank bill swap interest rate within Australia that is published by the Australian Financial Markets Association during the relevant period when the Initial Project Contribution or relevant Further Project Contribution (as applicable) is overdue.

## 6. FINAL CONTRIBUTION

6.1 Neoen agrees that the total Monetary Contributions payable under this Deed to the Uralla Council is to be in the amount of \$2,242,200.00 plus annual indexation to CPI.

6.2 If the value of the Monetary Contributions made by Neoen at the Project End Date, as calculated in accordance with clause 6.1, is less than the amount stated in clause 6.1 (as adjusted), Neoen must make a Final Project Contribution to the Uralla Council in accordance with the following formula:

Final Project Contribution = \$2,242,200.00 (indexed annually in accordance with changes in the CPI) – total Monetary Contributions as at Project End Date.

6.3 The Final Project Contribution must be paid by electronic funds transfer into the account specified in writing by the Uralla Council.

6.4 The Final Project Contribution will be taken to have been made when the Uralla Council receives the full, cleared amount of the contribution.

## 7. APPLICATION OF CONTRIBUTIONS

7.1 The Uralla Council acknowledges and agrees that:

(a) the Monetary Contributions are to be received into the "Uralla Shire Renewable Energy Community Benefit Restricted Fund", if formed, or otherwise the Uralla Council's consolidated fund;

(b) the Uralla Council may, at its discretion, spend, invest or accumulate the Monetary Contributions, or combine them with other funds, or do a combination of those things;

(c) the Uralla Council's expenditure of the Monetary Contributions:

- (i) must be for a public purpose within the meaning of s.7.4 of the EPA Act;
- (ii) must be identified in and consistent with each relevant Operational Plan; and
- (iii) will be subject to the financial reporting and auditing requirements under the LG Act and included in each relevant Annual Report of the Uralla Council; and
- (d) the Uralla Council will expend not less than 33% of the Monetary Contributions within or for the benefit of the Immediate Community.

**8. APPLICATION OF S.7.11, S.7.12 AND S.7.24 OF THE EPA ACT TO THE DEVELOPMENT**

- 8.1 This Deed does not exclude the application of section 7.11 of the EPA Act to the Project DA.
- 8.2 This Deed does not exclude the application of section 7.12 of the EPA Act to the Project DA.
- 8.3 This Deed does not exclude the application of section 7.24 of the EPA Act to the Project.
- 8.4 This Deed does not affect the application of sections 7.11, 7.12 or 7.24 of the EPA Act in relation to any other development undertaken by Neoen.

**9. INTERESTS IN THE LAND**

- 9.1 Neoen represents and warrants to the Uralla Council that:
  - (a) it has secured tenure of land required for the Project; and
  - (b) it has the right to carry out the Project.

**10. BANK GUARANTEE**

- 10.1 No later than 30 Business Days after the Project Commencement Date, Neoen must provide a bank guarantee in favour of the Uralla Council in the amount of the first Further Project Contribution payable by Neoen.
- 10.2 Every 5 years from the Project Commencement Date until the Project End Date, Neoen must provide a further bank guarantee to ensure that the bank guarantees (in aggregate) provided account for inflation, calculated as below:

$$\text{Bank Guarantees (in aggregate)} = \frac{A \times B}{C}$$

Where:

A = the value of the bank guarantee required for the 5-year period just ended;

B = the CPI number last published immediately before the end of the 5-year period just ended; and

C = the CPI number last published immediately before the commencement of the 5-year period just ended.

- 10.3 If Neoen does not comply with any of its obligations under this Deed the Uralla Council may provide a written notice requesting Neoen to remedy the default.



- 10.4 If Neoen does not remedy the default within 10 Business Days of receipt of a written notice given under clause 10.3, the Uralla Council may, after giving a further 14 days' notice, call on a bank guarantee to reimburse the Uralla Council for the costs incurred in remedying Neoen's default, including to meet the costs of any outstanding contribution, liability, loss, costs, charges or expenses directly or indirectly incurred by the Uralla Council because of the failure of Neoen to remedy its default under this Deed
- 10.5 If the Uralla Council calls on a bank guarantee in accordance with clause 10.4, the Uralla Council may, by notice in writing to Neoen, require Neoen to provide a further bank guarantee in an amount that, when added to any unused portion of any existing bank guarantees (in aggregate) does not exceed the amount of the bank guarantee required under clause 10.1. Neoen must comply with such a notice within the time specified in the notice (which must not be less than 10 Business Days) or otherwise within 90 days.
- 10.6 The Uralla Council will release all the bank guarantees provided under clause 10.1 and 10.2 within 20 Business Days of the earlier of:
- (a) payment of all Monetary Contributions by Neoen to the Uralla Council in accordance with this Deed; and
  - (b) termination of this Deed.

## 11. ENFORCEMENT OF OBLIGATIONS & SECURITY

### 11.1 Enforcement

This Deed may be enforced by any party in any court of competent jurisdiction.

### 11.2 Security

The parties acknowledge and agree that:

- (a) the effect of clause 10 is to require Neoen to provide a bank guarantee; and
- (b) the effect of clause 14 is to bind any future developer who proposes to carry out the Project to the terms of this Deed.

### 11.3 Termination

- (a) This Deed terminates if any of the following circumstances arise:
  - (i) if the Project Consent lapses;
  - (ii) if the Project Consent is surrendered; or
  - (iii) if the Project Consent is set aside by any Court.
- (b) In the event of termination, the Uralla Council is not required to refund or return any Monetary Contributions or any part of it which has been made.
- (c) In the event of termination, Neoen must, within 14 days of the date this Deed terminates, pay a final Further Project Contribution on a pro-rata basis in accordance with the following formula:

$$\text{Final Further Project Contribution} = \left( \left( (A \times B) \div C \right) \div 365 \right) D$$

Where:

A = the Further Project Contribution payable during the Contribution Year just ended;

B = the CPI number last published before the end of the Contribution Year just ended;

C = the CPI number last published before the commencement of the Contribution Year just ended; and

D = the number of days the Project was operational in the Contribution Year preceding the date this Deed terminates.

## 12. NO FETTER

12.1 Nothing in this Deed is to be construed as requiring the Uralla Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation:

- (a) nothing in this Deed is to be construed as limiting or fettering in any way the exercise of any statutory discretion or duty; and
- (b) nothing in this Deed imposes any obligation on the Uralla Council to exercise any function or power under the EPA Act.

## 13. DISPUTE RESOLUTION

### 13.1 Notice of dispute

- (a) If a party claims that a dispute has arisen under this Deed (**Claimant**), it must give written notice to the other party or parties to the dispute (**Respondent**) stating the matters in dispute and designating as its representative a person to negotiate the dispute (**Claim Notice**).
- (b) For abundant clarity, the Claimant may, but is not required, to give notice of a dispute to any party with which it is not in dispute.

### 13.2 Response to notice

Within 20 Business Days of receiving the Claim Notice, the Respondent must notify the Claimant of its representative to negotiate the dispute.

### 13.3 Negotiation

The nominated representatives must:

- (a) meet to discuss the matter in good faith within 10 Business Days after service by the Respondent of notice of its representative; and
- (b) use reasonable endeavours to settle or resolve the dispute within 15 Business Days after they have met.

### 13.4 Further notice if not settled

If the dispute is not resolved within 15 Business Days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the dispute (**Dispute Notice**) by mediation under clause 13.5.

### 13.5 Mediation

The parties agree that a dispute shall be mediated if it is the subject of a Dispute Notice, in which case:

- (a) the Claimant and the Respondent must agree the terms of reference of the mediation within 5 Business Days of the receipt of the Dispute Notice (the terms shall include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);

- (b) the appointment of a Mediator will be agreed between the parties, or failing agreement within 5 Business Days of receipt of the Dispute Notice, either party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply to appoint a mediator;
- (c) the Mediator appointed pursuant to this clause 13.5 (the **Mediator**) must:
  - (i) have reasonable qualifications and practical experience in the area of the dispute; and
  - (ii) have no interest or duty which conflicts or may conflict with their function as mediator, they being required to fully disclose any such interest or duty before their appointment;
- (d) the Mediator shall be required to undertake to keep confidential all matters coming to their knowledge by reason of their appointment and performance of their duties;
- (e) the Claimant and Respondent must within 5 Business Days of receipt of the Dispute Notice notify each other of their representatives who will be involved in the mediation;
- (f) the Claimant and Respondent agree to be bound by any mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement;
- (g) in relation to costs and expenses:
  - (i) each party will bear their own professional and expert costs incurred in connection with the mediation;
  - (ii) the costs of the Mediator will be shared equally by the parties unless the Mediator determines a party has engaged in vexatious or unconscionable behaviour in which case the Mediator may require the full costs of the mediation to be borne by that party.

### 13.6 **Litigation**

If the dispute is not finally resolved in accordance with clause 13.5, either party is at liberty to litigate the dispute.

### 13.7 **Exchange of information**

The parties acknowledge that the purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this clause 13 is to attempt to settle the dispute between the parties. No party may use any information or documents obtained through the dispute resolution process established by this clause 13 for any purpose other than an attempt to settle a dispute between the parties.

### 13.8 **Continue to perform obligations**

Each party must continue to perform its obligations under this Deed, notwithstanding the existence of a dispute.

## 14. **CHANGE OF BENEFICIARY OF THE DEVELOPMENT CONSENT**

14.1 If Neoen intends to cease to be the person entitled to carry out the Project, it must:

- (a) give advance notice to the Uralla Council of the identity of the person who will carry out the Project (**the new Developer**), including by providing a phone number, email address and postal address for the new Developer and, if

requested by the Uralla Council, evidence of the new Developer's capacity to make the Contribution; and

- (b) procure that Neoen and the new Developer enter into a deed of novation on terms acceptable to the Uralla Council, acting reasonably, and under which:
  - (i) the new Developer replaces Neoen in this Deed as if the new Developer was an original party to this Deed;
  - (ii) the new Developer obtains all the rights and assumes all the obligations of Neoen under this Deed, including in relation to any outstanding Contributions; and
  - (iii) Neoen and the Uralla Council each release the other from any Claim, obligation or liability arising under this Deed.

14.2 Provided that:

- (a) Neoen has complied with clause 14.1; and
- (b) the new Developer has provided the Uralla Council with a replacement bank guarantee in accordance with the requirements of clause 10,

the Uralla Council will promptly (and in any event within 20 Business Days) return to Neoen all bank guarantees provided by Neoen under clause 10.

14.3 For the avoidance of doubt, the Uralla Council must not refuse consent to a proposed assignment or novation of Neoen's rights or obligations under this Deed where such assignment or novation is to a new Developer which is also a Related Entity as notified in accordance with clause 14.1(a).

14.4 Subject to and without limiting any part of this clause 14, Uralla Council acknowledges that a novation to a new Developer may be to an entity acting in its capacity as trustee of a trust (**Trustee**). Where the new Developer is a Trustee, the parties acknowledge that, prior to novation, this Deed will need to be amended to include a trustee limitation of liability clause on terms which are acceptable to the parties, acting reasonably.

14.5 NOT USED

15. **GST**

15.1 **Definitions**

Words and expressions used in this clause which are not defined in this Deed, but which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**the GST Act**), have the same meaning as in the GST Act.

15.2 **GST**

The parties acknowledge and agree that no additional amounts will be payable on account of GST.

15.3 **Reimbursement**

Notwithstanding clause 15.2, to the extent an amount of GST is payable on a supply made by a party (**Supplier**) under or in connection with this Deed (**GST Amount**), the recipient must pay to the Supplier the GST Amount. The Supplier must provide a tax invoice to the recipient on or before the date the consideration is payable.

**16. NOTICES**

16.1 A notice given by a party pursuant to this Deed must be in writing and addressed to the other party or parties in accordance with the details nominated in Schedule 1 to this Deed. A party may amend its details for notice by written notice to the other parties.

16.2 A notice shall be deemed to be given and received:

- (a) if sent by pre-paid post, three (3) Business Days after it has been posted;
- (b) if sent by email during Business Hours, on the day it was sent; and if sent by email outside Business Hours, on the first Business Day after the day it was sent; and
- (c) if delivered during Business Hours, on the day of delivery; and if delivered outside Business Hours, on the first Business Day after the day of delivery.

16.3 A notice given or a document signed or served on behalf of any party by any director or company secretary or solicitor of that party shall be deemed to have been given, signed or served by that party personally.

**17. COSTS**

17.1 Neoen is to pay all substantiated Costs (including legal fees) reasonably incurred by the Uralla Council in relation to the preparation, negotiation, execution and (where applicable) the stamping, registration and enforcement of this Deed up to a capped amount of \$25,000 (excl. GST).

17.2 Neoen must pay its own costs and expenses (including legal fees) of and incidental to the preparation, negotiations, execution and (where applicable) the stamping and registration of this Deed.

**18. MISCELLANEOUS**

**18.1 Relationship of the parties**

- (a) Nothing in this Deed creates a relationship of agency between the parties or authorises one of them to enter into any contracts or other commitments which bind any other party without their express written approval.
- (b) Nothing in this Deed is intended or to be implied to create a relationship of employment, partnership or joint venture between the parties or any of their respective agents, employees, sub-contractors and assigns.

**18.2 No Waiver**

- (a) Any delay or failure to enforce any term of this Deed will not be deemed to be a waiver.
- (b) There is no implied waiver by either party in respect of any term of this Deed and any waiver granted by either party shall be without prejudice to any other rights.
- (c) Any waiver must be in writing and does not cover subsequent breaches of the same or a different kind.
- (d) A waiver by a party of its rights under this Deed is only effective in relation to the particular obligation or breach in respect of which it is given.

**18.3 Joint and Several Liability**

- (a) Any obligation imposed by this Deed on more than one person or entity and any covenant given in this Deed by more than one person or entity binds those persons or entities jointly and each of them severally and may be enforced against anyone or any two or more of them.
- (b) Where a party is comprised of more than one person, the obligations and covenants of that party bind any two or more of those persons jointly and each of them severally.

**18.4 Deed binds Heirs**

The parties each intend this Deed to be binding on their heirs, executors, administrators, receivers, liquidators, successors and assigns.

**18.5 Further Assurance**

Each party must promptly do all things (including executing and delivering documents) that may reasonably be required to give full effect to this Deed or to bring this Deed to an end following lawful termination.

**18.6 Governing Law**

This Deed shall be governed by and construed in accordance with the laws of New South Wales and the parties submit themselves to the exclusive jurisdiction of the courts of that jurisdiction and those that have jurisdiction to hear any appeals from them in respect of any proceedings arising from or in connection with this Deed.

**18.7 Entire Deed**

This Deed:

- (a) is the entire agreement of the parties concerning everything connected with the subject matter of this Deed; and
- (b) supersedes any prior representations, statements, promises or understanding on anything connected with that subject matter.

**18.8 Modification of Deed**

- (a) This Deed may be amended or revoked by further deed in writing, signed by the parties in accordance with s.203(5) of the EPA Regulations.
- (b) The parties acknowledge and agree that, if this Deed is amended or revoked, the Uralla Council must give public notice of the proposed amendment or revocation in accordance with s.204 of the EPA Regulations.

**18.9 Severability**

If any provision of this Deed is void, unenforceable or illegal in the jurisdiction governing this Deed, then:

- (a) it is to be read down so as to be valid and enforceable; or
- (b) if it cannot be read down, the provision (or where possible the offending words), is severed from this Deed and the rest of this Deed remains in force.

**18.10 Non-Merger**

Any provision of this Deed which imposes any obligation or confers a right on a party after completion, or which remains to be performed or is capable of having effect

following completion, shall not merge on completion but shall remain in full force and effect.

**18.11 Confidentiality**

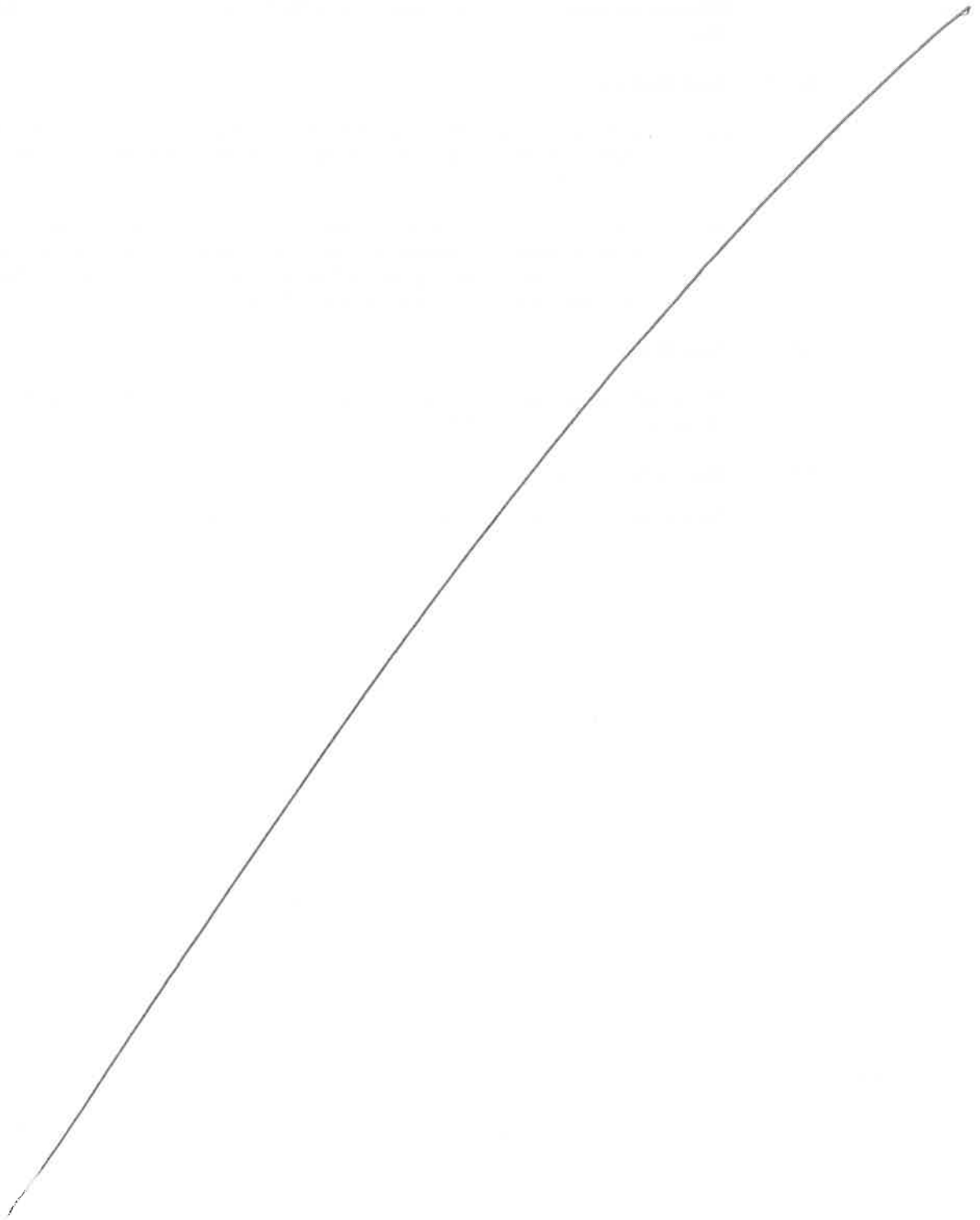
- (a) The parties agree that the terms of this Deed are not confidential and this Deed may be treated as a public document and exhibited or reported without restriction by any party.
- (b) Neoen must not issue, publish or authorise any media release or advertisement concerning the Monetary Contributions, including on social media, without obtaining the prior written approval of the Uralla Council (which approval may not be unreasonably withheld).

**18.12 Counterparts**

This Deed may be executed in any number of counterparts, all of which taken together constitute one and the same document.

**18.13 Explanatory Note**

The Explanatory Note must not be used to assist in construing this Deed.





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## Schedule 1 - Notice Details

### Uralla Council

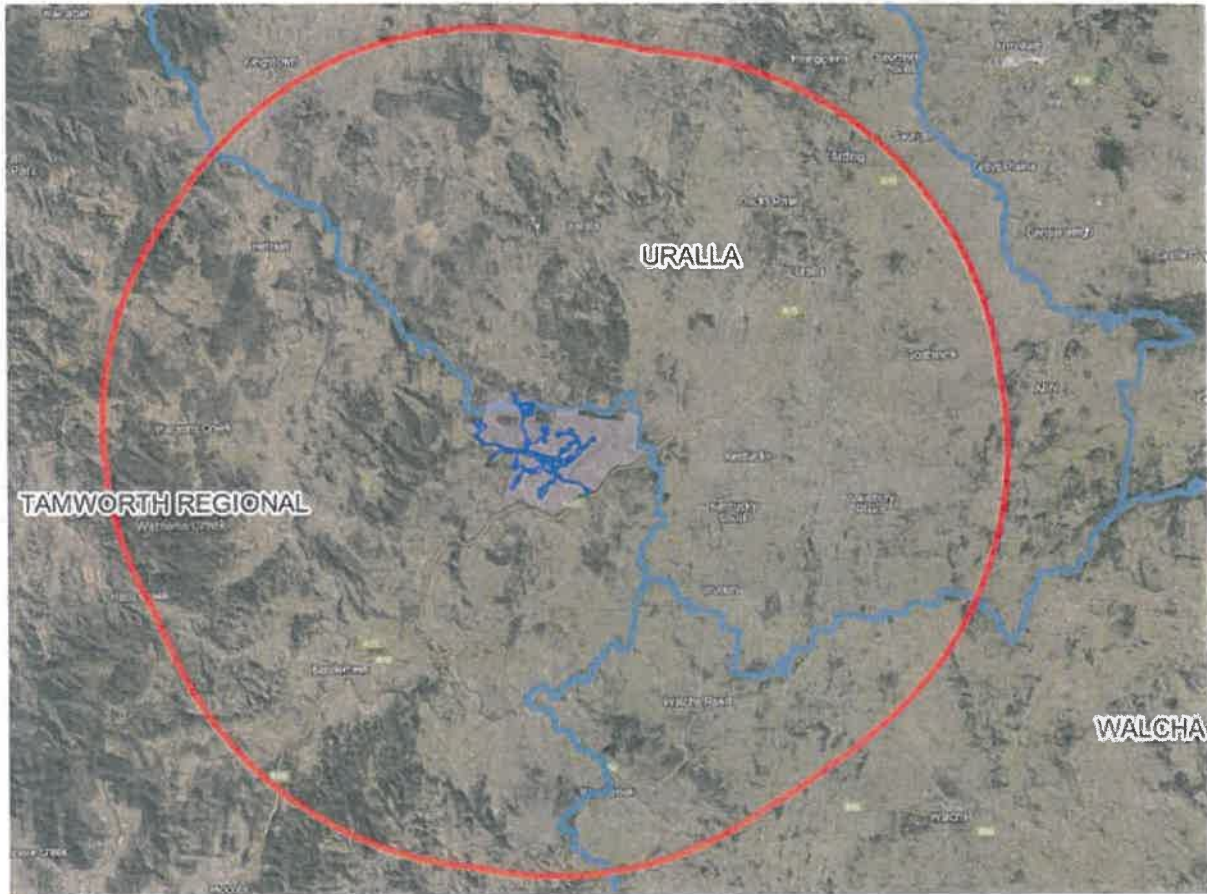
Address 32 Salisbury Street, Uralla NSW 2358  
Attention General Manager  
Phone 02 6778 6300  
Fax NA  
Email [council@uralla.nsw.gov.au](mailto:council@uralla.nsw.gov.au)

### Neoen

Address Level 21, 570 George Street, Sydney NSW 2000  
Attention Aaron Gutteridge  
Phone 0409 800 942  
Fax NA  
Email [aaron.gutteridge@neoen.com](mailto:aaron.gutteridge@neoen.com)

## Schedule 2 – Immediate Community

Immediate Community is the area found within the red line mark-up in the diagram below but excluding those areas falling outside of the Uralla LGA.



## **Schedule 3 – Project Consent**

The parties acknowledge that the Project Consent may be modified from time to time and that to the extent such modifications are considered minor in nature or do not increase the number of wind turbines that may be constructed and operated on site, no amendment will be required to this Deed and this Deed will apply to the Project Consent as modified.

## **Explanatory Note: Planning Agreement**

### **Introduction**

The purpose of this Explanatory Note is to provide a plain English summary to support the notification of the proposed Planning Agreement (the "**Planning Agreement**") prepared under Section 7.4 of the *Environmental Planning & Assessment Act 1979* ("**the Act**").

This Explanatory Note has been prepared jointly by the Parties as required by clause 205 of the *Environmental Planning & Assessment Regulation 2021* ("**the Regulation**") and the *Planning Agreements Practice Note February 2021*.

This explanatory note is not to be used to assist in construing the Deed.

### **Parties to the Planning Agreement**

The Parties to the Planning Agreement are Uralla Shire Council and Neoen Australia Pty Ltd ("**Developer**").

The Developer has made an application (SSD-10807896) for the development of a wind farm with up to 32 turbines (and installed capacity of approximately 192 MW per year) and associated infrastructure within the Uralla and Tamworth Council Local Government Area.

On 6 March 2024 the Developer made a formal offer to enter into a planning agreement with the Uralla Council to provide an annual monetary contribution to the Council to be applied to a public purpose (determined at the discretion of the Council) (collectively, the **Public Benefit**). A portion of the monetary contribution (33%) is required to be spent within or for the benefit of the immediate community, which is defined in the Deed.

The Development Application was approved by the Independent Planning Commission on 8 May 2024. Condition A19 of the Consent provides that, prior to commencing construction, or other timeframe agreed by the Planning Secretary, the Applicant must enter into a VPA with Uralla Shire Council in accordance with:

- (a) Division 7.1 of Part 7 of the Act;
- (b) The terms of the Applicants offer to Uralla Shire Council dated 6 March 2024 (as summarised in Appendix 3 to the consent).

### **Summary of the objectives, nature and effect of the Planning Agreement**

The objective of the Planning Agreement is to record the terms of the offer made by the Developer and its obligations to provide the Monetary Contributions.

The effect of the Deed is that the Developer will be required to make annual monetary contributions to the Council for the duration of the Project, with the first payment to be made on the date when means on which the Project, or any part thereof, completes commissioning testing in accordance with clause 5.8 of the National Electricity Rules or has capacity to generate revenue in the National Energy Market (whichever is earlier).

### **Assessment of the Merits of the Planning Agreement**

The benefits of the Planning Agreement are that Uralla Shire Council will receive funds from the developer on an annual basis which can be accumulated and / or spent to achieve public purposes and benefits in the local government area.

No negative impacts on the public or a section of the public have been identified as arising from the proposed agreement.

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**Identification of how the Planning Agreement promotes the public interest and the objects of the Act**

The Planning Agreement promotes the public interest and the objects of the Act by providing a transparent mechanism under which the developer is to provide funds to the Council affected by the Development to be used to secure additional public benefits.

**Identification of how the Planning Agreement promotes elements of the Council's Charter under the *Local Government Act 1993***

The Planning Agreement is consistent with the following guiding principles for Council in section 8A of the *Local Government Act 1993* (which have replaced the Council Charter):

- In exercising functions generally:
  - Council should carry out functions in a way that provides the best possible value for residents and ratepayers.
  - Council should plan strategically, using the integrated planning and reporting framework, for the provision of effective and efficient services and regulation to meet the diverse needs of the local community.
  - Council should manage lands and other assets so that current and future local community needs can be met in an affordable way.
- In decision making:
  - Council should recognise diverse local community needs and interests.
  - Council should consider the long term and cumulative effects of actions on future generations.
  - Council should consider the principles of ecologically sustainable development.

The Planning Agreement is consistent with these principles in that it requires the Developer to provide contributions as part of its Development to be used for a public purpose.

**Identify whether the agreement, amendment or revocation conforms with the planning authority's capital works program (if any)**

The Planning Agreement is not inconsistent with the Council's Capital Works Program.

**How the Planning Agreement promotes the public interest**

The Planning Agreement promotes the public interest by providing funds to be spent in the Uralla local government area for the benefit of the community, with a specific portion of funds to be spent in the area closest to the Project.

**Enforcement of the contribution**

The benefits under the agreement are suitably secured as a bank guarantee will be provided to secure the Developer's obligations.

