

Planning Agreement

Yanco Delta Wind Farm Pty Ltd

and

Murrumbidgee Council

and

Minister for Planning and Public Spaces

Ref KMG:918033

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Planning Agreement

Date

Parties	Yanco Delta Wind Farm Pty Ltd ACN 655 210 567 of Level 8, 447 Collins Street, Melbourne VIC 3000 (Developer)
	Murrumbidgee Council ABN 53 573 617 925 of 39 Brolga Place, Coleambally NSW 2707 (Council)
	Minister for Planning and Public Spaces ABN 20 770 707 468 of level 15, 52 Martin Place, Sydney NSW 2000 (Minister)

Recitals	<p>A. The Developer wishes to carry out the Development on the Land which is situated in the local government areas of the Council.</p> <p>B. The Developer has agreed to make the Development Contributions in connection with the Development for the benefit of the local communities in which the Development is to be carried out in.</p> <p>C. The Council agrees to accept the Development Contributions on the terms set out in this agreement.</p> <p>D. The Minister is a party to this deed solely for the purpose of clause 7 of this Agreement and section 7.4(3A) of the Act.</p>
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1. Definitions and interpretation clauses

1.1 Definitions

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

Approval includes approval, consent, licence, permission or the like.

Authority means the Commonwealth or New South Wales government, a Minister of the Crown, a government department, a public authority established by or under any Act, a council or county council constituted under the Local Government Act 1993, a

a person or body exercising functions under any Act including a commission, panel, court, tribunal and the like.

Bank Guarantee means an irrevocable and unconditional undertaking without any expiry or end date in favour of the Council to pay an amount or amounts of money to the Council on demand issued by:

- (a) one of the following trading banks:
 - (i) Australia and New Zealand Banking Group Limited,
 - (ii) Commonwealth Bank of Australia,
 - (iii) Macquarie Bank Limited,
 - (iv) National Australia Bank Limited,
 - (v) St George Bank Limited,
 - (vi) Westpac Banking Corporation, or
- (b) any other financial institution approved by the Council in its absolute discretion.

Claim includes a claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding or right of action.

Construction Commencement Date means the date on which excavation of the first wind turbine foundation commences in connection with the Development.

Contribution Item means an item of the Development Contributions specified in Column 1 of Schedule 3.

Cost means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.

Council means Murrumbidgee Council.

Deed means this Deed and includes any schedules, annexures and appendices to this Deed.

Department means the Department of Planning, Industry and Environment.

Development means the construction and operation of a wind farm, referred to as the 'Yanco Delta Wind Farm' as described in the Environmental Impact Statement lodged in support of State Significant Development Application SSD-41743746.

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act and where relevant for the purposes of this Deed, refers to the development consent granted to the

Development Application for the Development, including any modifications of that Development Consent in accordance with the Act.

Development Contribution means a monetary contribution, the dedication of land free of cost, the carrying out of work, or the provision of any other material public benefit, or any combination of them, to be used for, or applied towards a public purpose, but does not include any security or other benefit provided by a Party to the Council to secure the enforcement of that Party's obligations under this Deed for the purposes of s7.4(3)(g) of the Act.

Dispute means a dispute or difference between the Parties under or in relation to this Deed.

End Date means the date that the Developer has met its obligations under this deed.

Explanatory Note means the note exhibited with this deed when the deed is made available for inspection by the public pursuant to the Act, as required by the Regulation.

GST has the same meaning as in the GST Law.

GST Law has the same meaning as 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.

Item means an item specified in Column 1 of Schedule 3.

Land means land which the Development will be carried out including but not limited to the Land described in Schedule 2.

Monetary Contribution means the total \$ amount specified in Column 1, Item 1 of Schedule 3.

Party means a party to this Deed.

Regulation means the Environmental Planning and Assessment Regulation 2021.

Term means the term of this agreement pursuant to clause 3

1.2 Interpretation

In this deed unless a contrary intention is expressed:

- (a) headings and italicised, highlighted or bold type do not affect the interpretation of this deed;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a gender includes all other genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this deed have a corresponding meaning;
- (e) a reference to a 'person' includes any individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other

body corporate and any Government Agency (whether or not having a separate legal personality);

- (f) a reference to any thing (including any right) includes a part of that thing, but nothing in this clause 1.2(f) implies that performance of part of an obligation constitutes performance of the obligation;
- (g) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this deed and a reference to this deed includes any clause, annexure, exhibit and schedule;
- (h) any schedules, appendices and attachments form part of this agreement;
- (i) a reference to a document (including this deed) includes all amendments or supplements to, or replacements or novations of, that document;
- (j) a reference to a party to any document includes that party's successors and permitted assigns;
- (k) 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.
- (l) a provision of this deed may not be construed adversely to a party solely on the ground that the party (or that party's representative) was responsible for the preparation of this deed or the preparation or proposal of that provision;
- (m) a reference to a body, other than a party to this deed (including an institute, association or authority), whether statutory or not, which ceases to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (n) a reference to 'dedicate' or 'dedication' in relation to land is a reference to dedicate or dedication free of cost;
- (o) A reference to this deed includes the agreement recorded in this Deed.
- (p) the words 'include', 'including', 'for example', 'such as' or any form of those words or similar expressions in this deed do not limit what else is included and must be construed as if they are followed by the words 'without limitation', unless there is express wording to the contrary;
- (q) a reference to a day is to the period of time commencing at midnight and ending 24 hours later;
- (r) if a period of time is specified and dates from a day or the day of an act, event or circumstance, that period is to be determined exclusive of that day;

- (s) if an act or event must occur or be performed on or by a specified day and occurs or is performed after 5.00 pm on that day, it is taken to have occurred or been done on the next day; and
- (t) a reference to '\$', 'A\$', 'AUD', 'dollars' or 'Dollars' is a reference to the lawful currency of the Commonwealth of Australia.

1.3 Business Day

If anything under this deed is required to be done by or on a day that is not a Business Day that thing must be done by or on the next Business Day.

2. Status of this deed

This deed is a planning agreement within the meaning of s7.4(1) of the Act.

3. Term

- (a) This Deed commences and has force and effect on and from the date when the Parties have:
 - (i) executed the same copy of this Deed; or
 - (ii) each executed separate counterparts of this Deed and exchanged the counterparts,to the End Date.
- (b) The parties are to insert the date when this Deed commences on the front page and on the execution page.
- (c) The Developer is to notify the Council of:
 - (i) The Developer securing access, by way of contractual arrangement, to the access rights network described in Schedule 1 of the draft Renewable Energy Zone (South West) Access Scheme Orders as may be amended from time to time or as finally declared within 21 business days of entering into the contractual arrangement; and
 - (ii) the Construction Commencement Date, 21 business days prior to that date.

4. Application of this Deed

4.1 This Deed applies to the Land and the Development.

5. Warranties

The Parties warrant to each other that they:

- (a) have full capacity to enter into this Deed; and
- (b) are able to fully comply with their obligations under this Deed.

6. Further agreements

The Parties may, at any time and from time to time, enter into agreements relating to the subject matter of this Deed that are not inconsistent with this Deed for the purpose of implementing this Deed.

7. Application of s7.11, s7.12 and s7.24 of the Act to the Development

- (a) This Deed excludes the application of s7.11 and 7.12 of the Act to the Development.
- (b) This Deed excludes the application of s7.24 of the Act to the Development.

8. Development Contributions

8.1 Making of Development Contributions

- (a) The Developer is to make Development Contributions to the Council in accordance with Schedule 3, any other provision of this Deed relating to the making of the Development Contributions and otherwise to the satisfaction of the Council.
- (b) The Council is to apply each Development Contribution made by the Developer under this Deed towards the public purpose for which it is made and otherwise in accordance with this Deed.

8.2 Application of Monetary Contributions by Council

- (a) Council is to apply the Monetary Contribution received by it under Item 1 of Schedule 3 of this agreement, towards the public purpose of providing community infrastructure being a new medical centre in Jerilderie to provide a range of medical services to the local community and at least 25% of the contributions received by Council to be applied towards infrastructure or services within an indigenous health facility.

- (b) Council grants the exclusive right to the Developer to designate the name of the medical centre referred to in clause 8.2(a).
- (c) Council may only withhold its consent to the name designated under clause 8.2(b) if:
 - (i) in the opinion of Council the name is offensive, detracts from or is inconsistent with the location, status or purpose of the medical centre; or
 - (ii) the name that infringes any copyright laws.
- (d) Council must not change the name designated by the Developer under clause 8.2(b) and the name must remain effective during the Term of this agreement, unless otherwise agreed by the Developer.

8.3 Public Recognition

- (a) The relevant Council must publicly acknowledge and positively acknowledge the payment of the Monetary Contribution and the public purpose for which they are to be applied towards.
- (b) The form of public acknowledgment and required by clause 8.3(a) is to be agreed by the Council and the Developer (acting reasonably).

9. No Registration

The parties agree that this Deed will not be registered on the titles to the Land.

10. Dispute resolution

10.1 Expert determination

- (a) This clause applies to a Dispute between any of the Parties to this Deed concerning a matter arising in connection with this Deed that can be determined by an appropriately qualified expert if:
 - (i) the Parties to the Dispute agree that it can be so determined, or
 - (ii) the general manager or chief executive officer of the professional body that represents persons who appear to have the relevant expertise to determine the Dispute gives a written opinion that the Dispute can be determined by a member of that body.
- (b) A Dispute to which this clause applies is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.

- (c) If a notice is given under clause 10.1(b) the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- (d) If the Dispute is not resolved within a further 28 days, the Dispute is to be referred to the President of the NSW Law Society to appoint an expert for expert determination.
- (e) The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.
- (f) Each Party is to bear its own costs arising from or in connection with the appointment of the expert and the expert determination.
- (g) The Parties are to share equally the costs of the President, the expert, and the expert determination.

10.2 Dispute Resolution - mediation

- (a) This clause applies to any Dispute arising in connection with this Deed other than a Dispute to which clause 10.1 applies.
- (b) Such a Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- (c) If a notice is given under clause 10.2(b), the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- (d) If the Dispute is not resolved within a further 28 days, the Parties are to mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and are to request the President of the Law Society to select a mediator.
- (e) If the Dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the Dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.
 - 1.1 Each Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.
 - 1.2 The Parties are to share equally the costs of the President, the mediator, and the mediation.

11. Enforcement

11.1 Breach of obligations

- (a) If the Council reasonably considers that the Developer is in breach of any obligation under this Deed, it may give a written notice to the Developer:

- (i) specifying the nature and extent of the breach,
 - (ii) requiring the Developer to:
 - (A) rectify the breach if it reasonably considers it is capable of rectification, or
 - (B) pay compensation to the reasonable satisfaction of the Council in lieu of rectifying the breach if it reasonably considers the breach is not capable of rectification,
 - (iii) specifying the period within which the breach is to be rectified or compensation paid, being a period that is reasonable in the circumstances.
- (b) Any costs incurred by the Council in remedying a breach in accordance with clause 11.1 may be recovered by the Council as a debt due in a court of competent jurisdiction.
- (c) For the purpose of clause 11.1(c), the Council's costs of remedying a breach the subject of a notice given under clause 11.1 include, but are not limited to:
- (i) the costs of the Council's employees, agents and contractors reasonably incurred for that purpose,
 - (ii) all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
 - (iii) all legal costs and expenses reasonably incurred by the Council, by reason of the breach.
- (d) Nothing in this clause 11.1 prevents the Council from exercising any rights it may have at law or in equity in relation to a breach of this Deed by the Developer, including but not limited to seeking relief in an appropriate court.

11.2 Enforcement in a court of competent jurisdiction

- (a) Without limiting any other provision of this Deed, the Parties may enforce this Deed in any court of competent jurisdiction.
- (b) For the avoidance of doubt, nothing in this Deed prevents:
 - (i) a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Deed or any matter to which this Deed relates, or
 - (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 Deed or any matter to which this Deed relates.

12. Assignment

- (a) The Developer may assign or novate its rights or obligations under this Agreement to a third party, provided that:
 - (i) the Council is satisfied (acting reasonably and without delay) that the incoming third party is solvent and capable of performing the Developer's obligations under this deed insofar as those obligations are to be assigned or novated to the third party; and
 - (ii) procure the execution of an agreement by the third party with the Council (acting reasonably and without delay) under which the third party agrees to comply with the terms and conditions of this agreement as though the third party were the Developer.

13. GST

- (a) In this clause:
 - (i) **Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice** have the meaning given by the GST Law.
 - (ii) GST Amount means in relation to a Taxable Supply the amount of GST payable in respect of the Taxable Supply.
 - (iii) GST Law has the meaning given by the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
 - (iv) Input Tax Credit has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.
 - (v) Taxable Supply has the meaning given by the GST Law excluding (except where expressly agreed otherwise) a supply in respect of which the supplier chooses to apply the Margin Scheme in working out the amount of GST on that supply.
- (b) Subject to clause 13(d), if GST is payable on a Taxable Supply made under, by reference to or in connection with this Deed, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- (c) Clause 13(b) does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.
- (d) No additional amount shall be payable by the Council under clause 13(b) unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax

Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.

- (e) If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Deed by one Party to the other Party that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:
 - (i) to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;
 - (ii) that any amounts payable by the Parties in accordance with clause 13(b) (as limited by clause 13(d)) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- (f) No payment of any amount pursuant to this clause 12, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.
- (g) Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.
- (h) This clause continues to apply after expiration or termination of this Deed.

14. General

14.1 Review of deed

- (a) The Parties agree to review this Deed every year, and otherwise if either party is of the opinion that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Deed.
- (b) For the purposes of clause 14.1, the relevant changes include (but are not limited to) any change to a law that restricts or prohibits or enables the Council or any other planning Authority to restrict or prohibit any aspect of the Development.
- (c) For the purposes of addressing any matter arising from a review of this Deed referred to in clause 14.1, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Deed.
- (d) If this Deed becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Deed is entered into.

- (e) A failure by a Party to agree to take action requested by the other Party as a consequence of a review referred to in clause 14.1 (but not (d)) is not a Dispute for the purposes of this Deed and is not a breach of this Deed.

14.2 Variation

This deed can only be varied by a later written document executed by or on behalf of all Parties in accordance with the provisions of the Act.

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this Agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

14.3 Notice

- (a) Any notice, consent, information, application or request that is to or may be given or made to a Party under this Deed 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 in Schedule 4 Sheet, or
 - (ii) emailed to that Party at its email address set out in Schedule 4.
- (b) If a Party gives the other Party 3 business days' notice of a change of its address or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or emailed to the latest address.
- (c) Any notice, consent, information, application or request is to be treated as given or made if it is:
 - (i) delivered, when it is left at the relevant address,
 - (ii) sent by post, 2 business days after it is posted, or
 - (iii) sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.
- (d) If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm 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.

14.4 No Fetter

Nothing in this Deed shall be construed as requiring Council to do anything that would cause it 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.

14.5 **Approvals and Consent**

- (a) Except as otherwise set out in this Deed, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Deed 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.

14.6 Entire Deed

- (a) This Deed contains everything to which the Parties have agreed in relation to the matters it deals with.
- (b) 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 Deed was executed, except as permitted by law.

14.7 Waiver

- (a) The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Deed, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.
- (b) A waiver by a Party is only effective if it:
 - (i) is in writing,
 - (ii) is addressed to the Party whose obligation or breach of obligation is the subject of the waiver,
 - (iii) specifies the obligation or breach of obligation the subject of the waiver and the conditions, if any, of the waiver,
 - (iv) is signed and dated by the Party giving the waiver.
- (c) Without limitation, a waiver may be expressed to be conditional on the happening of an event, including the doing of a thing by the Party to whom the waiver is given.
- (d) A waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given, and is not to be taken as an implied

waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

- (e) For the purposes of this Deed, an obligation or breach of obligation the subject of a waiver is taken not to have been imposed on, or required to be complied with by, the Party to whom the waiver is given.

14.8 Further Acts

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

14.9 Governing Law and Jurisdiction

- (a) This Deed is governed by the law of New South Wales.
- (b) The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.
- (c) The Parties are not to object to the exercise of jurisdiction by those courts on any basis.

14.10 Relationship of Parties

Unless otherwise stated:

- (a) nothing in this Agreement creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

14.11 Explanatory Note

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

14.12 Counterparts

- (a) This deed may be executed in any number of counterparts, each signed by one or more parties. Each counterpart when so executed is deemed to be an original and all such counterparts taken together constitute one document.
- (b) A party that has executed a counterpart of this deed may exchange that counterpart with another party by faxing or emailing it, by way of PDF, to the other party or the other party's legal representative and it is intended that such exchange is to take effect as delivery of this deed.

Schedule 1 Requirements under section 7.4 of the Act

Subject and subsection of the Act	Planning Agreement
<p>Planning instrument and/or Development Application – Section 7.4(1)</p> <p>The Landowners have:</p> <p>(a) Sought a change to an environmental planning instrument</p> <p>(b) Made, or propose to make a Development Application</p> <p>(c) Entered into an agreement with, or are otherwise associated with, a person to whom paragraph (a) or (b) applies</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>Description of the land to which the planning Agreement applies – Section 7.4(3)(a)</p>	<p>See schedule 2</p>
<p>Description of the change to the environmental planning instrument or development to which the Planning Agreement applies - Section 7.4(3)(b)</p>	<p>N/A</p>
<p>The scope, timing and manner of delivery of contributions required by the Planning Agreement – Section 7.4(3)(c)</p>	<p>See Schedule 3.</p>
<p>Applicability of section 7.11 of the Act – Section 7.4(3)(d)</p>	<p>Excluded</p>
<p>Applicability of section 7.12 of the Act – Section 7.4(3)(d)</p>	<p>Excluded</p>
<p>Applicability of section 7.24 of the Act – Section 7.4(3)(d)</p>	<p>Excluded</p>
<p>Whether the benefits are or are not to be taken into consideration in determining a development contribution under section 7.11 – Section 7.4(3)(e)</p>	<p>N/A</p>
<p>Mechanism for dispute resolution – Section 7.4(3)(f)</p>	<p>Yes, see section 10.</p>
<p>Enforcement of the Planning Agreement by a suitable means – Section 7.4(3)(g)</p>	<p>Yes, see section 11.</p>
<p>Registration of the Planning Agreement – Section 7.6</p>	<p>Planning Agreement not required to be registered, see section 9.</p>

No obligation to grant consent or exercise functions – Section 7.4(9)	Yes, see section 14.4.
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Schedule 2 Land

Property	Project – freehold lots	
	Plan Number	Lot Number
Wells-Yanko	252520	7, 8
	576960	2
	581776	4, 5
	585343	1
	756425	30, 31, 32, 84, 85, 86, 87, 88, 89, 131, 143
	756454	2,4, 5, 6, 7, 13, 14, 15, 16, 36, 37, 38, 39, 92, 93, 95, 97, 99
Woodside North	756304	63, 64, 85, 86, 87, 97, 98, 99, 100, 101, 103, 104, 113, 114
West Park	229367	1
Bowmanville	756304	1, 2,4, 16, 17, 20, 71, 72, 73
	756455	39, 88, 89, 90, 91, 92, 93, 94
Dunraven	756455	47, 120
	756455	10, 11, 12, 13, 42, 43
East park	1127723	1
	229367	2
Moonbria	111772	1, 7
	116085	1, 2
	455037	82
	455038	1, 2, 8
	756304	7, 8, 9, 18, 19, 75, 76, 77, 78, 79, 80, 81, 116
	756455	38, 40, 41, 86, 87, 185
	1026614	7001
Waringah	48568	1
	756291	12, 13, 19, 20, 21, 24, 25
	756311	1, 2, 3, 4, 5, 6, 10, 11, 12, 13
Oakville	23356	A, B
	377237	1
	378053	1, 2
	756304	15, 21, 22, 23, 88, 89, 90, 92, 93, 94, 96, 102, 105, 106, 107, 108, 109, 110, 111, 112
	1115053	1,2
	1180553	1
Delta	541494	2
	756334	5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 68, 69, 70, 71, 72, 73, 74, 75,

Project – freehold lots		
Property	Plan Number	Lot Number
	756418	50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 98, 99, 251, 252
Wood Park	134583	1
	252520	2
	581776	3
	756454	17, 58
	756455	6, 83, 85, 123
	1096136	1
Project – Crown land		
	Plan Number	Lot Number
Crown Land	541494	1
	1026614	7001
	1026617	7001
	1052588	7004
	1142010	7300
Transmission line		
Transgrid	593483	4
Proposed road upgrades		
Murrumbidgee Council	839749	141

Schedule 3 Contributions Table

Part 1

	Development Contribution	Value	When	Public Purpose
1	Monetary Contribution	\$5,000,000 to Murrumbidgee Council.	<p>Initial Amount payable within 21 days from the Applicant securing access, by way of contractual arrangement, to the access rights network described in Schedule 1 of the draft Renewable Energy Zone (South West) Access Scheme Orders as may be amended from time to time or as finally declared.</p> <p>Final Amount payable prior to the Construction Commencement Date.</p> <p>Where:</p> <p>Initial Amount is determined as follows:</p> <p><i>Megawatt in access rights secured by contractual arrangement</i> ----- x \$5m 1500MW</p>	Community infrastructure in accordance with clauses 8.2.

			<i>Final Amount means \$5million minus the Initial Amount.</i>	
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Schedule 4 Notice details

1. Developer details

Name:	Yanco Delta Wind Farm Pty Ltd
ABN/ACN:	ACN 655 210 567
Address:	Level 8, 447 Collins Street, Melbourne VIC 3000
Contact name:	Steve Crowe
Telephone:	0417378475
Email:	steve@viryacleanenergy.com.au

2. Murrumbidgee Council details

Name:	Murrumbidgee Council
ABN/ACN:	53 573 617 925
Address:	35 Jerilderie Street Jerilderie NSW 2716
Contact name:	General Manager - John Scarce
Telephone:	1300 676 243
Email:	mail@murrumbidgee.nsw.gov.au

Signing page

Executed as a deed

Executed by Yanco Delta Wind Farm Pty Ltd ACN 655 210 567 in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Signature of sole Director and sole
Company Secretary

Full name (print)

Date

Executed by Murrumbidgee Council ABN 53 573 617 925 by its duly authorized officer in the presence of:

Signature of Witness

Full name (print)

Date

Signature of Authorised Officer

Full name (print)

Date

Executed by the Minister for Planning and Public Spaces in the presence of:

Signature of Witness

Signature of Minister for Planning and Public Spaces

Full name (print)

Full name (print)

Date

Date