

**Uungula Wind Farm**

# Planning Agreement

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Between  
**Dubbo Regional Council**

**Uungula Wind Farm Pty Ltd**

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## Planning Agreement

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**Date** 20 December 2021

<b>Between the parties</b>	
	<b>Dubbo Regional Council</b> ABN 53 539 070 928 of Corner of Church and Darling Street, Dubbo NSW 2830 <b>(Council)</b>
	<b>Uungula Wind Farm Pty Ltd</b> ABN 68 143 399 295 of Suite 1.01 Level 1, 17 Moore Street, Canberra, ACT 2601 <b>(Company)</b>
<b>Recitals</b>	<ol style="list-style-type: none"><li>1 The Company has agreed to pay Monetary Contributions in relation to the Uungula Wind Farm to the Council's Uungula Wind Farm (VPA), which consists of four separate funding parts, on the terms of this agreement.</li><li>2 The Council agrees to be the custodian of the Monetary Contributions paid by the Company to the Uungula Wind Farm VPA and to distribute and expend the funds in the Uungula Wind Farm VPA in accordance with this agreement, the four funding parts and the Resolutions of Council's Solar and Wind Farm Consultative Committee.</li><li>3 The Company has lodged the Uungula Wind Farm Development Application.</li></ol>
<b>Now it is agreed as follows:</b>	

# 1 Definitions and interpretation

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## 1.1 Definitions

The meanings of the terms used in this agreement are set out below.

<b>Term</b>	<b>Meaning</b>
<b>Approved Local Projects</b>	Each Local Project for whatever purpose (as determined by Council after recommendation by the Committee) approved for funding from the Uungula Wind Farm (VPA) in accordance with this agreement.
<b>Auditor</b>	An appropriately qualified auditor appointed by the Council.
<b>Committee Means the Dubbo Regional Council Solar and Wind Farm Consultative Committee</b>	the Dubbo Regional Council Solar and Wind Farm Consultative Committee to assist in administration of the Uungula Wind Farm (VPA) . The Committee is comprised of: <ul style="list-style-type: none"><li>• The Mayor</li><li>• Two (2) Councillors</li><li>• Chief Executive Officer</li><li>• Director Liveability</li><li>• Director Development and Environment</li></ul>
<b>Committed Turbine to be Constructed</b>	the number of wind turbines committed to be constructed as notified to the Council within 30 days after the Construction Commencement Date then annually upon 1 July. A Committed Turbine to be Constructed is no longer a Committed Turbine to be Constructed once it becomes Operating Turbines.
<b>Contribution Year</b>	Means every 12 month period from 1 July each year.
<b>Construction Commencement Date</b>	The same definition as provided in the Uungula Wind Farm Development Consent.
<b>Costs</b>	Includes costs, charges and expenses, including those incurred in connection with advisers. The cost of administering the Uungula Wind Farm (VPA) shall be paid to Council out of the Monetary Contribution on an as needed

Term	Meaning
	basis and shall be no more than \$5,000 per annum, indexed to CPI over the life of the project
EP&A Act 1979	The <i>Environmental Planning and Assessment Act 1979 (NSW)</i> as amended from time to time.
Uungula Wind Farm (VPA)	The fund to be established by Council and administered in accordance with this agreement.
Funding Part	Any one of the four funding parts: Funding Part 1, Funding Part 2, Funding Part 3, Funding Part 4.
Funding Part 1	<p><b>Strategic Analysis</b> as defined by Council including but not limited to:</p> <ul style="list-style-type: none"> <li>- Analysing the role of renewable energy and agriculture in the Wellington region.</li> <li>- Strategic planning to position Wellington to capitalise on renewable energy.</li> <li>- How can Dubbo Regional Council strategically plan Wellington for a potential role as a renewable energy hub?</li> </ul>
Funding Part 2	<b>Strategic Projects</b> as defined by Council in the 2040 Community Strategic Plan and the relevant Delivery Program and Operational Plan or a subsidiary Plan or an Action Plan of Council, including but not limited to the Wellington Town Centre Plan.
Funding Part 3	<b>Community Benefit Fund</b> for eligible Local Projects across the Dubbo Regional Local Government Area.
Funding Part 4	<b>Road Maintenance Works</b> for ongoing maintenance of Twelve Mile Road, Uungula Road, Wuuluman Road, Yarragal Road and Ilgingery Road.
Index Number	The Consumer Price Index for Canberra number or equivalent index published from time to time by the Australian Bureau of Statistics.

Term	Meaning
<b>Local Projects</b>	<p>Any projects proposed to be carried out within the Dubbo Regional Council Local Government Area eligible under Funding Part 3 which are aimed at:</p> <ul style="list-style-type: none"> <li>- enhancing any aspect of the local environment including, but not limited to, ameliorating any impacts from the Uungula Wind Farm;</li> <li>- providing any community service or facility or benefit or educational assistance; or</li> <li>- members of the community through incorporated or registered not for profit</li> </ul>
<b>Mediator</b>	<p>A person appointed as mediator under clause 11.5 of this agreement.</p>
<b>Monetary Contribution</b>	<p>The amount of \$3,309 per annum per turbine constructed or under construction within Dubbo Regional Council Local Government Area as adjusted in accordance with clause 5.1(c) of this agreement.</p>
<b>Operating Turbine</b>	<p>Each wind turbine constructed and commissioned as part of the Uungula Wind Farm which generates electricity into the transmission network during any part of the relevant Contribution Year within Dubbo Regional Council Local Government Area.</p>
<b>Regulation</b>	<p>The <i>Environmental Planning and Assessment Regulation 2000</i></p>
<b>Uungula Wind Farm Development Application</b>	<p>The application SSD 6687 lodged with the Minister for Planning under the EP&amp;A Act 1979 on 20 May 2020, as modified from time to time.</p>
<b>Uungula Wind Farm Development Consent</b>	<p>The development consent granted by the Minister pursuant to the Uungula Wind Farm Development Application as modified from time to time.</p>
<b>Uungula Land</b>	<ul style="list-style-type: none"> <li>- all land on which it is proposed that associated and ancillary infrastructure for the Uungula Wind Farm that is within the Dubbo Regional Local Government Area as specified in the Uungula Development Consent; and</li> </ul>

Term	Meaning
	- the land that is the subject of and is described in the Uungula Wind Farm Development Application.
<b>Uungula Wind Farm</b>	the construction and operation of a wind energy facility to be known as the Uungula Wind Farm, on the Uungula Land consisting of up to 97 wind turbines, an energy storage facility, ancillary infrastructure and associated infrastructure as authorised by the Uungula Wind Farm Development Consent. Also referred to in this agreement as the Development.
<b>Uungula Wind Farm Community Consultative Committee</b>	a Community Consultative Committee for the Uungula Wind Farm in accordance with the NSW Government's Community Consultative Committee Guidelines for State Significant Projects January 2019.

## 1.2 Interpretation

- (a) Clause headings are for convenience only and will be ignored in the interpretation of this agreement.
- (b) References to a party include the successors and permitted assigns of that party.
- (c) Words importing the singular include the plural and words importing the plural include the singular.
- (d) Words importing a person include a corporation, firm or body corporate.
- (e) Nothing contained in this agreement will be deemed or construed as creating the relationship of partnership.
- (f) References to a month mean a calendar month and a reference to a year means a calendar year.
- (g) References to any document include any permitted amendment, supplement to or replacement or novation of the document.
- (h) References to any legislation or to any section or provision of any legislation includes any:
  - (1) statutory modification or re-enactment of or any statutory provision substituted for that legislation, section or provision; or
  - (2) ordinances, by-laws, regulations and other statutory provision substituted for that legislation, section or provision.
- (i) Other grammatical forms of defined words or expressions have corresponding meanings.
- (j) 'Including' and similar expressions are not words of limitation.



## 2 Planning Agreement

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The parties agree that this agreement is a planning agreement governed by Subdivision 2 of Division 7.1 of Part 7 of the EP&A Act 1979.

## 3 Application of this agreement

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This agreement applies to the Ungula Wind Farm Development Consent and evidences the Company and the Company's compliance with the relevant condition(s) of the Ungula Wind Farm Development Consent.

## 4 Operation of this agreement

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The parties agree that this agreement will not operate or bind the parties unless and until the Company achieves the Construction Commencement Date.

## 5 Payment of the Monetary Contribution

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### 5.1 The Monetary Contribution

- (a) The Company must pay to the Council the Monetary Contribution in arrears within 14 days of 1 July of each year for each Committed Turbine to be constructed during the preceding Contribution Year.
- (b) The Company must pay to the Council the Monetary Contribution in arrears within 14 days of 1 July of each year for each turbine which was an Operating Turbine during the preceding Contribution Year.
- (c) The parties agree that the Monetary Contribution will be reviewed on 1 July of each year in accordance with the following formula:

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

Where:

MC = the Monetary Contribution payable for the following Contribution Year;

A = the Monetary Contribution payable during the Contribution Year just ended;

B = the Index Number last published before the end of the Contribution Year just ended; and

C = the Index Number last published before the commencement of the Contribution Year just ended.

- (d) The monetary contribution is a taxable supply for GST in accordance with Clause 12.

## 5.2 General

- (a) The obligation of the Company to pay any Monetary Contribution under this agreement will cease on the date on which the last of the Operating Turbines is decommissioned.
- (b) The parties agree that the Monetary Contribution paid in accordance with this agreement will have the public purpose of facilitating the Funding Parts.
- (c) The Company agrees to pay interest on any overdue part or whole of the Monetary Contribution payable:
  - (1) from the date on which the overdue part or whole of the Monetary Contribution is due for payment under this agreement;
  - (2) until the date on which the overdue part or whole Monetary Contribution is paid,

at the bank bill swap interest rate within Australia that is published by the Australian Financial Markets Association, during the relevant period when the relevant Monetary Contribution is overdue.

## 6 Uungula Wind Farm VPA

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### 6.1 Establishment of the Uungula Wind Farm Community Fund

- (a) The Council must hold and apply all Monetary Contributions paid by the Company under this agreement in accordance with clause 5.2(b).
- (b) The Council must invest all Monetary Contributions paid by the Company under this agreement in an interest-bearing account held in the name of the Council for the purpose of the Uungula Wind Farm VPA pursuant to the provisions of section 625 of the Local Government Act 1993.
- (c) The Dubbo Regional Council Solar and Wind Farm Committee may disburse Monetary Contributions paid by the Company under this agreement to any Funding Part in accordance with the percentage allocations outlined in Schedule 2.

### 6.2 The Dubbo Regional Council Solar and Wind Farm Consultative Committee

- (a) The Council must establish the Committee on or before the date on which the first instalment of the Monetary Contribution is paid under this agreement.
- (b) The Council must procure that the role of the Committee includes:
  - (1) the allocation of funds across each Funding Part in accordance with percentage allocations outlined in Schedule 2.
  - (2) to determine the form in which applications for funding for Local Projects under Funding Part 3 from the Uungula Wind Farm VPA;
  - (3) to recommend to the Council which applications for funding for Local Projects should be funded under Funding Part 3; and
  - (4) to appoint the Auditor as required by clause 6.7(a).

### 6.3 Notification to Company

The Council must procure that the Dubbo Regional Council Solar and Wind Committee:

- (a) annually notifies the Company by 28 February annually of the proposed targets of funding under each Funding Part for the following 12 month period including the amounts of funding;
- (b) annually notifies the Company by 28 February annually of the recipients of funding under each Funding Part for the preceding 12 month period including the amounts of funding
- (c) if requested by the Company, consult the Company in relation to applications made for funding for Local Projects from the Uungula Wind Farm VPA.

### 6.4 Call for Funding Applications Specific to Funding Part 3

During:

- (a) November to January in each year in which there are funds in the Uungula Wind Farm VPA Funding Part 3; or
  - (b) Any further period determined by the Council, Committee and the Company,
- Uungula Wind Farm and the Council must publicly advertise in relevant local media and in the local newspapers the availability of funds in the allocation for Funding Part 3 in the Uungula Wind Farm VPA and call for applications to be made to Council, in the form required Council (**Funding Applications**).

### 6.5 Allocation of Funds

- (a) The Council must procure that the Committee makes recommendations to the Council as to the target activities under each Funding Part the Committee recommends be funded from the Uungula Wind Farm VPA.
- (b) The Council must allocate funds by Funding Part in accordance with the percentage allocations outlined in Schedule 2.
- (c) The agreement expressly authorises Council to progressively or otherwise pool funds to fund prioritised activities under each Funding Part.
- (d) The Council must:
  - (1) consider the funding recommendations of the Committee;
  - (2) procure that Council confirms which target activities or Local Projects under each Funding Part will be funded from the Uungula Wind Farm VPA;
- (e) Uungula Wind Farm consider any Committee consultation with the Company pursuant to clause 6.3(c). The Council must pay funds from the Uungula Wind Farm VPA to each target activity or Local Project under the relevant Funding Part and may require each Approved Local Project to enter into a Funding Agreement where appropriate.

### 6.6 Public Recognition

- (a) The Council must publicly and positively acknowledge:
  - (1) the payment of the Monetary Contribution by the Company; and

- (2) the Company's role in funding any each target activity or Local Project under the relevant Funding Part via the Uungula Wind Farm VPA.
- (b) The form of public acknowledgment required by clause 6.6(a) is to be agreed by the Council and the Company (acting reasonably) but must include:
  - (1) The prominent inclusion of the Company's logo in any advertisement for Funding Applications or an announcement made in relation to the target activity or Local Project under the relevant Funding Part (including Approved Local Projects); and
  - (2) where appropriate for particular each target activity or Approved Local Project under the relevant Funding Part, a permanent sign recognising that the target activity or Approved Local Project under the relevant Funding Part was funded by the Company via the Uungula Wind Farm VPA.

## **6.7 Auditing**

- (a) During each year in which there are funds in the Uungula Wind Farm VPA, the Council must appoint an Auditor to reconcile:
  - (1) the Monetary Contribution paid by the Company under clause 5;
  - (2) any payments made by the Council in accordance with clause 6.5;and identify any corrective payments required.
- (b) The Company and the Council must make any corrective payments identified by the Auditor as being necessary to reconcile the Uungula Wind Farm VPA.
- (c) The costs of the Auditor will be paid out of the Uungula Wind Farm VPA.

## **7 Application of sections 7.11 and 7.12 of the EP&A Act 1979 to the Development**

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The parties agree that as the Uungula Wind Farm is wholly excluded from the application of sections 7.11 and 7.12 of the EP&A Act 1979, the terms of this agreement and the Uungula Wind Farm VPA are, in effect, offered by the Company in substitution for the contributions that would otherwise be made under sections 7.11 or 7.12 of the EP&A Act 1979.

## **8 No Registration**

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The parties agree that this agreement will not be registered on the Uungula Land pursuant to section 7.6 of the EP&A Act 1979.

## **9 Disposal by the Company of its interest in the Development**

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- (a) Subject to clause 9(b), the Company must not without the consent of the Council and the Minister (as appropriate, which consent shall not be

unreasonably withheld or delayed) assign, transfer or otherwise deal with the Company's rights, duties or obligations under this agreement.

- (b) The Council and the Minister agree that the Company may assign, transfer or otherwise deal with the Company's rights, duties or obligations under this agreement to:
- (1) a related body corporate of the Company (within the meaning of the *Corporations Act 2001* (Cth)) or a partnership comprised of related bodies corporate of the Company;
  - (2) a joint venturer or partner of the Company in respect of the Uungula Wind Farm; or
  - (3) any third party, subject to the Company proving to the reasonable satisfaction of the Council and the Minister (as appropriate) that such party is able to comply with the Company's obligations under this agreement (and to avoid any doubt the consent of the Council and the Minister (as appropriate) is not required if the third party has, or is a related body corporate of a company (within the meaning of the *Corporations Act 2001* (Cth)) which has experience with wind farm projects or other similar infrastructure projects),  
without the consent of the Council and the Minister (as appropriate).
- (c) The Company shall be released and discharged from any obligations under this agreement on and from the date of the assignment and the performance of the terms of this agreement from the date of the assignment and from all claims and demands in connection with this agreement that arise after the date of the assignment in the event of the Company assigning Company's rights and obligations under this agreement provided always that the Company is responsible for any action claim or demand with respect of the performance of this agreement for any period prior to and including the date of the assignment.

## 10 No fetter

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Nothing in this agreement shall be construed as requiring the 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.

## 11 Dispute Resolution

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### 11.1 Notice of Dispute

If a party claims that a dispute has arisen under this agreement (**Claimant**), it must give written notice to the other party (**Respondent**) stating the matters in dispute and designating as its representative a person to negotiate the dispute (**Claim Notice**).

### 11.2 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.

### 11.3 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.

### 11.4 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**).

### 11.5 Mediation

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

- (a) the parties 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 11.5 must:
  - (1) have reasonable qualifications and practical experience in the area of the dispute; and
  - (2) have no interest or duty which conflicts or may conflict with her function as mediator, she being required to fully disclose any such interest or duty before her appointment;
- (d) the Mediator shall be required to undertake to keep confidential all matters coming to her knowledge by reason of her appointment and performance of her duties;
- (e) the parties 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 parties 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:
  - (1) each party will bear their own professional and expert costs incurred in connection with the mediation;
  - (2) 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.

## 11.6 Litigation

If the dispute is not finally resolved in accordance with clause 11.5, either party is at liberty to litigate the dispute.

## 11.7 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 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 11 for any purpose other than an attempt to settle a dispute between the parties.

## 11.8 Continue to perform obligations

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

# 12 GST

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## 12.1 Interpretation

- (a) Except where the context suggests otherwise, terms used in this clause 7 have the meanings given to those terms by the *A New Tax System (Goods and Services Tax) Act 1999* (as amended from time to time).
- (b) In this clause 12:
  - (1) **"monetary consideration"** means any consideration expressed as an amount of money; and
  - (2) **"non taxable supply"** means a supply that is not a taxable supply.
- (c) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause.
- (d) A reference to something done (including a supply made) by a party includes a reference to something done by any entity through which that party acts.

## 12.2 Reimbursements

Any payment or reimbursement required to be made under this agreement that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

## 12.3 Additional amount of GST payable

If GST becomes payable on any supply made by a party ("**Supplier**") under or in connection with this agreement:

- (a) any amount payable or consideration to be provided under any provision of this agreement (other than this clause), for that supply is exclusive of GST;

- (b) any party ("**Recipient**") that is required to provide consideration to the Supplier for that supply must pay an additional amount to the Supplier equal to the amount of the GST payable on that supply ("**GST Amount**") at the same time as any other consideration is to be first provided for that supply; and
- (c) the Supplier must provide a tax invoice to the Recipient for that supply, no later than the time at which the GST Amount for that supply is to be paid in accordance with this clause.

## **12.4 Variation**

- (a) If the GST Amount properly payable in relation to a supply (as determined in accordance with clause 12.3), varies from the additional amount paid by the Recipient under clause 12.3, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient.
- (b) The Supplier must issue an adjustment note to the Recipient in respect of any adjustment event occurring in relation to a supply made under or in connection with this agreement as soon as reasonably practicable after the Supplier becomes aware of the adjustment event.

## **13 General**

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### **13.1 Costs**

The parties agree to meet their own Costs in connection with:

- (a) the negotiation, preparation and execution of this agreement;
- (b) performing its obligations under this agreement; and
- (c) the advertising and exhibiting of this planning agreement in accordance with the EP&A Act 1979.

### **13.2 Notices**

- (a) A party notifying or giving notice under this agreement must do so in writing addressed to that party in accordance with the details nominated in Schedule 1 (or any alternative details nominated to the sending party by notice).
- (b) A notice given in accordance with clause 13.2(a) will be deemed to have been given and received:
  - (1) if delivered, on receipt;
  - (2) if posted via registered post, three business days after posting;
  - (3) if sent by email on confirmation of the correct transmission of the email; and
  - (4) any notice received after 5.00 pm or on a day not a business day shall be deemed to have been received at 9.00 am on the next business day.



### **13.3 Waiver**

- (a) 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 a breach of obligation by, another party;
- (b) A waiver by a party is only effective if it is in writing and signed by the party against whom the waiver is claimed;
- (c) 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 any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

### **13.4 Governing Law**

This agreement is governed by New South Wales law and each party irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement.

### **13.5 Prior Agreements Superseded**

This agreement:

- (a) wholly replaces and excludes all prior agreements, correspondence, negotiations, representations, explanations and statements between the parties covering or in connection with the matters covered by this agreement; and
- (b) is the entire agreement between the parties in respect of the matters covered by this agreement.

### **13.6 Modification of Agreement**

- (a) The parties note that pursuant to clause 25C of the Regulation, this Agreement may be amended or revoked by further agreement in writing signed by the parties to the Agreement (including by means of a subsequent planning agreement).
- (b) The parties note that in the event that this agreement is amended or revoked, Council is to ensure that public notice of the proposed amendment or revocation is given in accordance with clause 25D of the Regulation.

### **13.7 Representations and Warranties**

The parties represent and warrant that they have power to enter into this agreement and comply with their obligations under the agreement and that entry into this agreement will not result in the breach of any law.

### **13.8 Severability**

- (a) If any provision of this agreement is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- (b) Clause 13.8(a) does not apply where the provision to be severed would materially adversely affect the nature or extent of a party's obligations under this agreement.

### **13.9 Confidentiality, Media Releases and Enquiries**

- (a) The parties agree that the terms of this executed agreement are not confidential and this agreement may be treated as a public document and exhibited or reported without restriction by any party.
- (b) If requested by a party, the other party must not issue, publish or authorise any media release or advertisement concerning this agreement, without obtaining the other party's prior written approval (which approval may not be unreasonably withheld).

### **13.10 Counterparts**

This agreement may be executed in any number of counterparts that together will constitute one instrument. A party may execute this agreement by signing any counterpart.

### **13.11 No Fiduciary Relationship**

Nothing in this agreement will be construed or interpreted as constituting the relationship between the parties as that of a partnership, joint venture or any form of fiduciary relationship.

### **13.12 Further Acts**

Each party must promptly execute all documents and do all things reasonably required to effect, perfect or complete this agreement and all transactions incidental to it.

### **13.13 Enforcement**

Subject to compliance with clause 11, this agreement may be enforced by any party in any court of competent jurisdiction.

# Schedule 1

## Schedule 1: Notice Details

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### **Dubbo Regional Council**

Address	PO Box 81 DUBBO NSW 2830
Attention	Chief Executive Officer
Email	council@dubbo.nsw.gov.au

### **Ungula Wind Farm Pty Ltd**

Address	Suite 1.01 Level 1 17 Moore Street CANBERRA ACT 2601
Attention	Company Secretary
Email	uwf.notices@cwprenewables.com



## Schedule 2

### Schedule 2: Funding Composition

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Funding Part	Focus Area	Percentage (%) Expenditure Allocation of the Total	
		Year 1-5	Year 6-onwards
Funding Part 1	Strategic Analysis as defined by Council	15	0
Funding Part 2	Strategic Projects as defined by Council	38	45.5
Funding Part 3	Community Benefit Fund	38	45.5
Funding Part 4	Road Maintenance Works	9	9

Executed as an agreement

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Dubbo Regional Council by its Attorney,

Murray Alexander WOOD

---

(Name of Attorney)

pursuant to Power of Attorney

Book: 4788 Number: 549

In the presence of:

Lisa Grisinger

---

(Name of Witness)

42 Morey Place, Dubbo

---

(Address of Witness)



(Signature of Attorney)

I certify that I am an eligible witness and that the Attorney signed in my presence:



(Signature of Witness)

---

Signed and delivered for  
**Uungula Wind Farm Pty Ltd**

sign here ►

\_\_\_\_\_  
Authorised Officer

print name \_\_\_\_\_

in the presence of

sign here ►

\_\_\_\_\_  
Witness

print name \_\_\_\_\_

\_\_\_\_\_  
(Date)

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**Executed by Uungula Wind Farm Pty Ltd** )  
**ABN ABN 68 143 399 295 Company** )  
in accordance with section 127(1) of the )  
*Corporations Act 2001 (Cth):*



\_\_\_\_\_  
Signature of director

**Edward Charles Mounsey**

\_\_\_\_\_  
Name (please print)



\_\_\_\_\_  
Signature of director  
Company Secretary

**Christopher Allfrey**

\_\_\_\_\_  
Name (please print)