

Planning Agreement
Environmental Planning and Assessment Act 1979 (NSW)
Collector Wind Farm

Community Enhancement Fund Deed

The Upper Lachlan Shire Council A.B.N. 81 011 241 552 (**Council**)

Collector Wind Farm Pty Ltd A.C.N. 160 195 460 (**Company**)

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Planning Agreement - Community Enhancement Fund Deed

Date

Between the parties	
	The Upper Lachlan Shire Council A.B.N. 81 011 241 552 of 44 Spring Street, Crookwell NSW 2583 (Council)
	Collector Wind Farm Pty Ltd A.C.N. 160 195 460 of Level 7, 111 Pacific Highway, North Sydney NSW 2060 (Company)
Recitals	<ol style="list-style-type: none">1. The Collector Development Consent was granted in relation to the Collector Wind Farm on 2 December 2013. The Company is entitled to act on the Collector Development Consent.2. The Company has agreed to pay Monetary Contributions in relation to the Collector Wind Farm to the Council's Community Enhancement Fund, and account to the Council for payments made to the Collector Fund, in accordance with the terms of this Deed.3. The Council agrees to be the custodian of the Monetary Contributions paid by the Company to the Community Enhancement Fund and to distribute and expend the funds in the Community Enhancement Fund in accordance with this Deed.
The parties agree as follows:	

1 Definitions and interpretation

1.1 Definitions

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

Approved Local Project	means each Local Project approved for funding from the Community Enhancement Fund in accordance with this Deed and the Committee charter.
Auditor	means an appropriately qualified financial auditor appointed by the Council.
Collector Development Consent	means development consent granted by the Minister for Infrastructure and Planning under the EP&A Act on 2 December 2013, as modified from time to time.
Collector Fund	<p>means a fund established by the community of Collector which complies with Condition C2 of the Collector Development Consent, which while it continues to operate:</p> <ul style="list-style-type: none">• to standards of administration and probity that are acceptable to the Company in its absolute discretion; and• in compliance with Condition C2 of the Collector Development Consent, <p>that may receive:</p> <ul style="list-style-type: none">• a portion of the annual Monetary Contributions in accordance with clause 5.1(a)(2) of this Deed; and/or• funding for Approved Local Projects as proposed by the community.
Collector Land	<p>means:</p> <ul style="list-style-type: none">• the land that is the subject of the Collector Development Consent, being the land used for the Collector Wind Farm project, and all associated and ancillary purposes specified in the Collector Development Consent; and• all other land on which it is proposed that associated and ancillary infrastructure for the Collector Wind Farm will be located as specified in the Collector Development Consent.
Collector Wind Farm	means the construction and operation of a wind energy facility to be known as the Collector Wind Farm, on the Collector Land consisting of wind turbines and associated infrastructure as authorised by the Collector Development Consent.

Commissioning Milestone	means the completion of energisation of the substation, post-testing, as evidenced by the date of the certificate of practical completion issued pursuant to a construction contract for the construction of the Collector Wind Farm.
Community Enhancement Fund	means the fund to be administered by the Council pursuant to the DCP, which is established by this Deed.
Committee	means the committee established to administer the Community Enhancement Fund in accordance with the DCP, pursuant to section 355 of the <i>Local Government Act 1993</i> (NSW) and, comprising: <ul style="list-style-type: none"> • the Mayor or Councillor Delegate; • the General Manager or delegate of the Council; • two community representatives who do not own any of the Collector Land; and • a representative appointed by the Company.
Contribution Year	means the 12 month period following the Commissioning Milestone, and every anniversary thereof for the operation of the Collector Wind Farm project.
Costs	includes costs, charges and expenses for the administration of the Community Enhancement Fund, payable to the Council out of the Monetary Contribution on an as needed basis and shall be no more than \$5000.00 per annum, indexed to the Index Number over the life of the Collector Wind Farm project
Council Funding Notice	means the notice provided to the Company by the Council in each Contribution Year, requesting and invoicing the Company for the payment of the Monetary Contribution that is due to the Council in that Contribution Year.
DCP	means the <i>Upper Lachlan Development Control Plan 2010</i> as amended from time to time.
Deed	means this deed, and all annexures and schedules to it.
EP&A Act	means the <i>Environmental Planning and Assessment Act 1979</i> (NSW) as amended from time to time.

Funding Application	means an application submitted to the Committee in relation to the Community Enhancement Fund to fund a Local Project.
Geography	means the area defined in Schedule 2 being: <ul style="list-style-type: none"> • an area from which the Committee may receive Local Project applications; and • which defines the extent of Local Projects that are eligible to receive funding from the Community Enhancement Fund.
Index Number	means the consumer price index for Sydney (All Groups) number or equivalent index published from time to time by the Australian Bureau of Statistics.
Local Projects	means any project proposed to be carried out within the Geography which are aimed at: <ul style="list-style-type: none"> • enhancing any aspect of the local environment including, but not limited to, ameliorating any impacts from the Collector Wind Farm; • providing any community service or facility or benefit; or • fulfilling the selection criteria described in the Committee's charter, as those criteria are amended by the Committee from time to time; which may include: <ul style="list-style-type: none"> • the building of a Strategic Fund.
Mediator	means a person appointed as mediator under clause 10.5 of this Deed.
Monetary Contribution	means the amount of \$200,000.00 as adjusted for inflation against the Index Number in accordance with clause 5.1(e) of this Deed, which is paid and apportioned as between the Community Enhancement Fund and the Collector Fund in accordance with clause 5.1 of this Deed.
Operating Turbine	means each wind turbine constructed and commissioned as part of the Collector Wind Farm which generates electricity into the transmission network during any part of the relevant Contribution Year; a wind turbine ceases to be an Operating Turbine when it is deconstructed to ground level.
Strategic Fund	means an allocation of the Monetary Contribution to an Approved Local Project where money is held by the Council for the Community Enhancement Fund to develop a single or expensive prospective Local Project or an Approved Local Project that will require significant upfront investment or a multi-year investment commitment.

1.2 Interpretation

- (a) Clause headings are for convenience only and will be ignored in the interpretation of this Deed.
- (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 Deed 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

The parties agree that this Deed is a planning agreement governed by Subdivision 2 of Division 7.1 of Part 2 of the EP&A Act (previously Subdivision 2 of Division 6 of Part 4 of the EP&A Act).

3 Application of this Deed

This Deed applies to the Collector Development Consent and evidences the parties agreement that the Company and the Collector Wind Farm are in compliance with Condition C2 of the Collector Development Consent.

4 Operation of this Deed

The parties agree that this Deed will not operate or bind the parties unless and until the Company achieves the Commissioning Milestone described in the Collector Development Consent.

5 Payment of the Monetary Contribution

5.1 The Monetary Contribution

- (a) The Company must account to the Council for the Monetary Contribution by:
 - (1) paying the Community Enhancement Fund's part of the Monetary Contribution in advance to the Council within 20 business days of the Company's receipt of the Council Funding Notice in each Contribution Year, which shall be:
 - i. 80% of the Monetary Contribution in the first Contribution Year; and
 - ii. 90% of the Monetary Contribution in every subsequent Contribution Year;
 - (2) paying the Collector Fund's part of the Monetary Contribution within each Contribution Year, which shall be:
 - i. 20% of the Monetary Contribution in the first Contribution Year; and
 - ii. 10% of the Monetary Contribution in every subsequent Contribution Year.
- (b) If the Company determines in its absolute discretion that the Collector Fund, in any Contribution Year, has:
 - (1) failed to be constituted:
 - i. according to standards of administration and probity that are acceptable to the Company in its absolute discretion; or
 - ii. in compliance with Condition C2 of the Collector Development Consent;
 - (2) ceased to operate to standards of administration and probity that are acceptable to the Company in its absolute discretion; or
 - (3) ceased to operate in compliance with Condition C2 of the Collector Development Consent;
- (c) the Company shall notify the Council that the Collector Fund is in default of the Company's governance expectations (**Governance Default Notice**) and subsequently pay the whole Monetary Contribution to the Community Enhancement Fund in and from the Contribution Year that follows the Governance Default Notice.
- (d) If the Company gives the Council a Governance Default Notice pursuant to clause 5.1(b) of this Deed:
 - (1) the Company shall thereafter have no obligation to account to the Council for any payment to the Collector Fund pursuant to clause 5.1(a)(2) of this Deed; and
 - (2) the Council will provide the Company with a letter restating the representation in clause 3 of this Deed that the Company and the Collector Wind Farm will continue to be in compliance with Condition

C2 of the Collector Development Consent in directing the whole Monetary Contribution to the Community Enhancement Fund.

- (e) The parties agree that the Monetary Contribution will be reviewed on the anniversary of the Commissioning Milestone 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.

- (f) The monetary contribution is a taxable supply for GST in accordance with clause 11 of this Deed.

5.2 General

- (a) The obligation of the Company to pay any Monetary Contribution to the Community Enhancement Fund under this Deed, or to account to the Council for any payment to the Collector Fund, will cease on the date on which the last Operating Turbines is decommissioned. A wind turbine is decommissioned when it is deconstructed down to ground level.
- (b) The parties agree that the Monetary Contribution paid to the Community Enhancement Fund in accordance with this Deed will have the public purpose of facilitating Approved Local Projects.
- (c) The Company agrees to pay interest on any overdue part or whole of the Monetary Contribution payable to the Council pursuant to clause 5.1(a)(1) of this Deed from the date on which the overdue part or whole of the Monetary Contribution is due for payment 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 Community Enhancement Fund

6.1 Establishment of the Community Enhancement Fund

- (a) The Council must hold and apply Monetary Contributions received under clause 5.1(a)(1) of this Deed in accordance with clause 5.2(b) of this Deed.
- (b) For Monetary Contributions received by the Council which are not applied towards Approved Local Projects in a Contribution Year, the Council must invest all surplus Monetary Contributions in an interest bearing account held in

the name of the Council for the purpose of the Community Enhancement Fund in accordance with clause 5.2(b) of this Deed.

6.2 The Committee

- (a) The Council must establish the Committee (and the applicable Committee charter) on or around the Commissioning Milestone, and in any case prior to the date on which the first Monetary Contribution is anticipated to be paid to the Council under this Deed. The Company agrees to keep the Council informed on progress to achieving the Commissioning Milestone.
- (b) The Company must always be represented by a company-nominated representative on the Committee.
- (c) The Council must procure that the role of the Committee includes:
 - (1) to determine the form in which Funding Applications for Local Projects are to be submitted;
 - (2) to recommend to the Council which Funding Applications for Local Projects should be an Approved Local Project in accordance with clause 6.5(a) of this Deed; and
 - (3) adherence to a Committee charter.

6.3 Call for Funding Applications

During:

- (a) a period to be agreed between the parties prior to the Company's first Monetary Contribution to the Council under clause 5.1(a)(1) of this Deed; or
- (b) any further period determined by the Committee;

the Council must publicly advertise in the Council's Voice newsletter (or any periodic Council publication which replaces the Voice newsletter) and in the local newspapers the availability of funds in the Community Enhancement Fund and call for Funding Applications to be submitted to the Committee, in the form required by the Committee, from the public, community groups (including the Collector Fund) and individuals, for funding of Local Projects.

6.4 Notification to Company

The Council must procure that the Committee:

- (a) notifies the Company of each Funding Application;
- (b) if requested by the Company, consult the Company in relation to Funding Applications;
- (c) notifies the Company of each Approved Local Project, including the amounts of any funding; and
- (d) procures an invitation for the Company to attend any event or opening for an Approved Local Project, when appropriate to the nature of the Approved Local Project.

6.5 Allocation of Funds

- (a) The Council must procure that the Committee makes recommendations to the Council as to which of the Funding Applications are eligible to be funded from the Community Enhancement Fund.
- (b) This Deed expressly authorises the Council to progressively or otherwise pool funds to create a Strategic Fund for prioritised prospective future Local Projects or Approved Local Projects, as recommended by the Committee.
- (c) This Deed expressly authorises the Council to grant funding from the Community Enhancement Fund to the Collector Fund.
- (d) The Council must:
 - (1) consider the funding recommendations of the Committee; and
 - (2) procure that full Council of Upper Lachlan Shire Council determines which Local Projects will be funded from the Community Enhancement Fund to become an Approved Local Project.
- (e) The Council should determine Approved Local Projects prior to 1 June in each Contribution Year, and notify the Company, by 1 June in each Contribution Year (or by a date agreed by the Parties), of each Approved Local Project (**Council Funding Approval**).
- (f) If the Council determines to partially fund or not to fund an Approved Local Project or an Approved Local Project Fund, contrary to the recommendations of the Committee, the Council must provide a detailed written statement of reasons for such determination to the Company by 1 June of the Contribution Year.
- (g) Upon receipt of a Council Funding Approval, if the Company reasonably determines that the Council has resolved to approve a Local Project that:
 - (1) has the potential to harm the corporate reputation of the Company or the reputation of the Collector Wind Farm; or
 - (2) may breach the Company's subjective standards of probity or corporate governance;the Company may notify the Council in writing, and the parties must use reasonable endeavours to resolve the matter prior to the Council's proposed funding of the disputed project. If the parties cannot reach a resolution the provisions of clause 10 of this Deed shall apply, and the Council cannot proceed to pay funds for the Local Project in dispute until the dispute is resolved.
- (h) The Council must pay funds from the Community Enhancement Fund to each Approved Local Project, 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 Approved Local Projects via the Community Enhancement Fund.

- (b) The form of public acknowledgment required by clause 6.6(a) of this Deed 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 Approved Local Projects and funding determinations; and
 - (2) where appropriate for particular Approved Local Projects, a permanent sign recognising that the Approved Local Project was funded by the Company via the Community Enhancement Fund.

6.7 Auditing

- (a) During each year in which there are funds in the Community Enhancement Fund, the Council must appoint an Auditor to reconcile:
 - (1) the Monetary Contribution paid by the Company to the Council under clause 5 of this Deed;
 - (2) any payments made by the Council in accordance with clause 6.5 of this Deed;
 - (3) any money that is dedicated to a Strategic Fund to apply towards a specific Approved Local Project;
 - (4) income earned by the Community Enhancement Fund; and
 - (5) identify any corrective payments required.
- (b) The Company and the Council must make any corrective payments identified by the Auditor pursuant to clause 6.7(a) of this Deed as being necessary to reconcile the Community Enhancement Fund.
- (c) The costs of the Auditor are a cost of administering the Community Enhancement Fund and shall be paid out of the Costs component of the Community Enhancement Fund.

7 Application of the EP&A Act to the Collector Wind Farm

- (a) The parties agree that this Deed excludes the application of sections 7.11 and 7.12 of the EP&A Act (previously sections 94 and 94A of the EP&A Act) in so far as they would otherwise relate to the Collector Wind Farm.
- (b) The parties agree that this Deed will not be registered against the title of the Collector Land pursuant to section 7.6 of the EP&A Act (previously section 93H of the EP&A Act).

8 Disposal by the Company of its interest in the Collector Wind Farm

- (a) Prior to the Company disposing of any part of its interest in the Collector Wind Farm to any third party, the Company must procure entry by that third party into a Deed with the Council on the same terms and conditions as this Deed.
- (b) Subject to the Company complying with its obligations under clause 8(a) of this Deed, the Council will release the Company from any further obligation

under this Deed on and from the date on which the Company ceases to have any interest in the Collector Wind Farm.

9 No fetter

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

10 Dispute resolution

10.1 Notice of dispute

If a party claims that a dispute has arisen under this Deed (**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**).

10.2 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.

10.3 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.

10.4 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**).

10.5 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 10.5 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 his function as mediator, he being required to fully disclose any such interest or duty before his appointment;
- (d) the Mediator shall be required to undertake to keep confidential all matters coming to his knowledge by reason of his appointment and performance of their 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; and
- (g) in relation to costs and expenses:
 - (1) each party will bear their own professional and expert costs incurred in connection with the mediation; and
 - (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.

10.6 Litigation

If the dispute is not finally resolved in accordance with clause 10.5 of this Deed, either party is at liberty to litigate the dispute.

10.7 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 10 for any purpose other than an attempt to settle a dispute between the parties.

10.8 Continue to perform obligations

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

11 GST

11.1 Interpretation

- (a) Except where the context suggests otherwise, terms used in this clause 11 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 11:

- (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.

11.2 Reimbursements

Any payment or reimbursement required to be made under this Deed 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.

11.3 Additional amount of GST payable

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

- (a) any amount payable or consideration to be provided under any provision of this Deed (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.

11.4 Variation

- (a) If the GST Amount properly payable in relation to a supply (as determined in accordance with clause 11.3 of this Deed), varies from the additional amount paid by the Recipient under clause 11.3 of this Deed, 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 Deed as soon as reasonably practicable after the Supplier becomes aware of the adjustment event.

12 General

12.1 Costs

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

- (a) the negotiation, preparation and execution of this Deed;
- (b) performing its obligations under this Deed; and

- (c) the advertising and exhibiting of this planning agreement in accordance with the EP&A Act.

12.2 Notices

- (a) A party notifying or giving notice under this Deed 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 12.2(a) of this Deed will be deemed to have been given and received:
 - (1) if hand delivered, upon receipt;
 - (2) if posted via registered post, three business days after posting;
 - (3) if sent by facsimile or electronic mail on confirmation of the correct transmission of the facsimile; and
 - (4) any notice received after 5.00 pm or on a day that is not a business day shall be deemed to have been received at 9.00 am on the next business day.

12.3 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 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.

12.4 Governing law

This Deed 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 Deed.

12.5 Prior agreements superseded

This Deed:

- (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 Deed; and
- (b) is the entire agreement between the parties in respect of the matters covered by this Deed.

12.6 Modification of Deed

No modification or alteration of any provision of this Deed will be valid unless it is in writing and signed by all parties to this Deed.

12.7 Representations and warranties

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

12.8 Severability

- (a) If any provision of this Deed 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 12.8(a) of this Deed does not apply where the provision to be severed would materially adversely affect the nature or extent of a parties obligations under this Deed.

12.9 Confidentiality, media releases and enquiries

- (a) The parties agree that the terms of this executed Deed are not confidential and this Deed 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 Deed, without obtaining the other party's prior written approval (which approval may not be unreasonably withheld).

12.10 Counterparts

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

12.11 No fiduciary relationship

Nothing in this Deed 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.

12.12 Further acts

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

12.13 Enforcement

Subject to compliance with clause 10 of this Deed, this Deed may be enforced by any party in any court of competent jurisdiction.

Schedule 1: Notice details

The Upper Lachlan Shire Council

Address	44 Spring Street, Crookwell NSW 2583
Attention	General Manager
Fax	02 4830 1045
Email	council@upperlachlan.nsw.gov.au

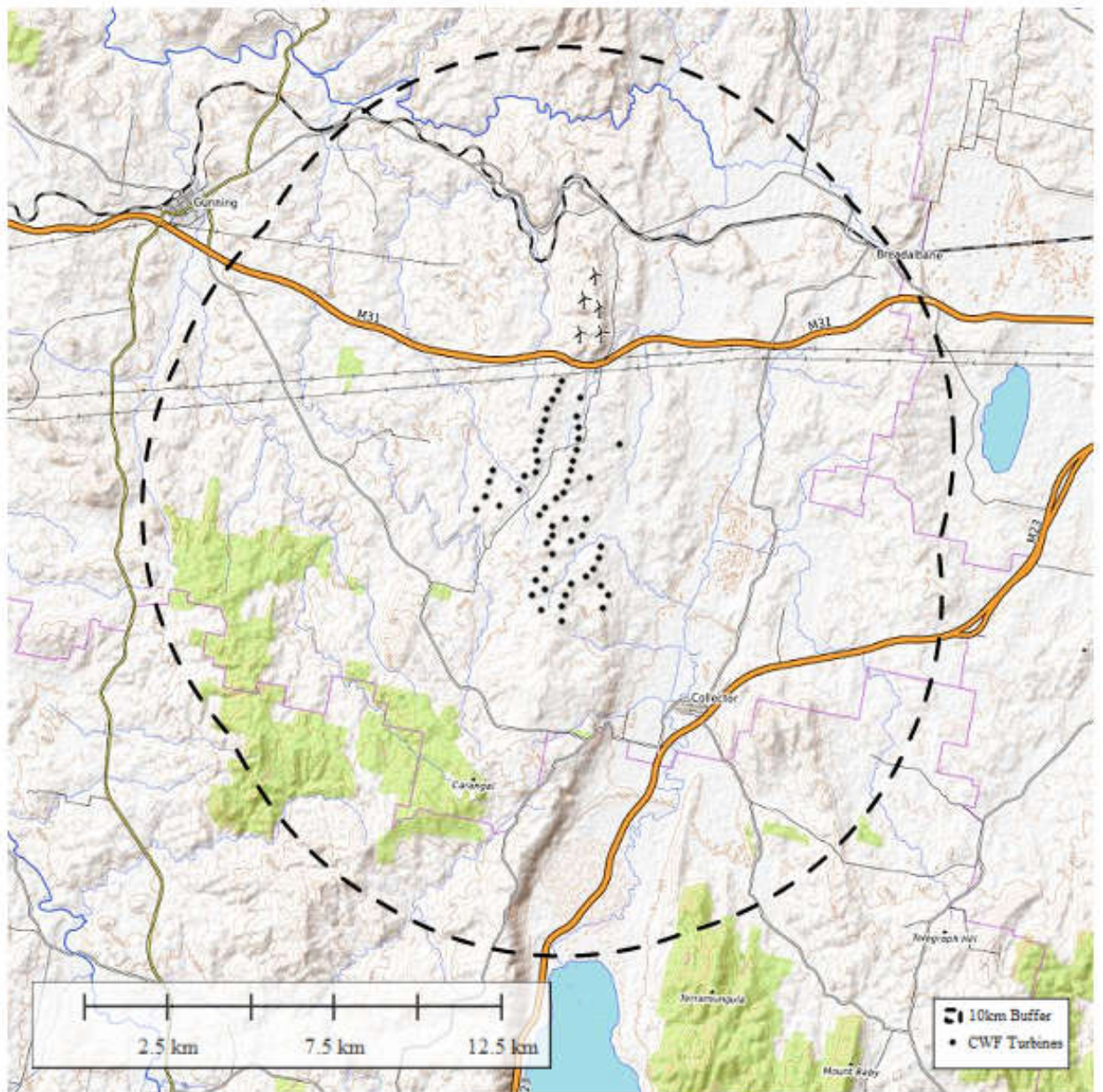
Collector Wind Farm Pty Ltd

Address	Level 7, 111 Pacific Highway, North Sydney NSW 2060
Attention	Company Secretary
Email	notices@ratchaustralia.com

Schedule 2: Geography

The Geography mapped in this schedule represents an area:

- (a) where the Committee will aim to allocate funding to Local Projects in areas located within 10 kilometres of the Collector Wind Farm project, or to other projects greater than 10 kilometres, which are proposed as Local Projects, which will be considered on their merits;
- (b) from which the Committee may receive Local Project applications, which defines the extent and location of Local Projects that are eligible to receive funding from the Community Enhancement Fund;
- (c) which is an area described by a radius of 10 kilometres measured from the outer-most turbines in the Collector Wind Farm project; or
- (d) from which Local Projects will be assessed by the Committee to receive funding from the Community Enhancement Fund when the Committee makes funding recommendations to the Council in accordance with to clause 6.5 of this Deed.



Execution page

Executed as a deed

Signed sealed and delivered by **The Upper Lachlan Shire Council A.B.N. 81 011 241 552**, by its authorised delegate and I hereby certify that I have no notice of revocation of such delegation:

sign here ▶ _____

print name

Authorised Officer

in the presence of:

sign here ▶ _____

print name

Witness

(Date)

Signed sealed and delivered for **Collector Wind Farm Pty Ltd A.C.N. 160 195 460**, in accordance with Section 127(1) of the *Corporations Act 2001* (Cth)

sign here ▶ _____

print name

Director

sign here ▶ _____

print name

Director/ Company Secretary

(Date)
