

Stubbo Solar Farm Planning Agreement

Mid-Western Regional Council
ABN 96 149 391 332

and

UPC Renewables Australia Pty Ltd
ABN 27 616 856 672

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Planning Agreement

Date

Parties

1. **Mid-Western Regional Council** ABN 96 149 391 332 of 86 Market Street, Mudgee, NSW 2850 (**Council**)
2. **UPC Renewables Australia Pty Ltd** ABN 27 616 856 672 of Suite 2, Level 2, 15 Castray Esplanade, Battery Point TAS 7004 (**Developer**)

Background

- A. The Developer lodged the Development Application seeking development consent under the Act to carry out the Development on the Land.
- B. On 29 June 2021, Development Consent was granted by the Executive Director, Energy, Resources and Industry Assessments of the Department of Planning, Industry and Environment as delegate of the Minister for Planning and Public Spaces.
- C. The Development is situated in the local government area of the Council.
- D. Condition 11 of Schedule 2 of the Development Consent relevantly requires the Developer to, prior to commencement of construction, unless otherwise agreed by the Secretary of the Department of Planning, Industry and Environment, enter into a voluntary planning agreement with the Council in accordance with:
 1. Division 7.1 of Part 7 of the Act; and
 2. the terms of the letter of offer dated 27 May 2021 as summarised in Appendix 3 to the Development Consent:
- E. By way of this Agreement, the Developer agrees to provide the Construction Contribution and the Annual Development Contribution on the terms and conditions of this Agreement, pursuant to section 7.4 of the Act.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

The meaning of capitalised terms and the provisions relating to the interpretation of this Agreement are as follows:

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

Agreement means this Planning Agreement including any schedules;

Annual Development Contribution means the annual contribution to be paid by the Developer to the Council in accordance with clause 6 which will be:

- (a) calculated in accordance with the following formula (on a GST inclusive basis):

$$ADC = MW \times \$300$$

Where:

- (i) **ADC** means the Annual Development Contribution, in Australian dollars; and
 - (ii) **MW** means the final installed capacity (in megawatts) of the Development, and
- (b) adjusted in accordance with clause 6(c) of this Agreement;

Annual Statement means a letter specifying:

- (a) the specific Community Projects which have been funded by any Contributions paid under this Agreement during the preceding financial year, including:
 - (i) a description of each Community Project; and
 - (ii) the amount funded using the Contributions towards each specific Community Project;
- (b) the balance of the Contributions paid under this Agreement which remain held by the Council and are yet to be applied by the Council towards Community Projects.

Business Day means any day except for a Saturday, Sunday, or bank or public holiday in Sydney;

Commencement Date means the day on which this Agreement comes into operation in accordance with clause 4;

Community Projects means any specific projects for the benefit of the community which are determined by the Council in accordance with:

- (a) the priorities identified in the Mid-Western Regional Council Community Plan and Delivery Program; and
- (b) the requirements of clauses 7(c) and 7(d).

Construction means as defined in the Development Consent;

Construction Commencement Date means the day on which the Developer commences Construction as notified to the Department in writing in accordance with condition 4 of Schedule 4 of the Development Consent;

Construction Contribution means \$100,000 (inclusive of GST) to be paid by the Developer to the Council in two equal instalments in accordance with clause 5(b);

Contributions means the Construction Contribution and each Annual Development Contribution;

Decommissioning means as defined in the Development Consent;

Decommissioning Commencement Date means the day on which Decommissioning of the Project commences;

Department means the Department of Planning Infrastructure and Environment.

Development means the Stubbo Solar Farm as described in the EIS and approved by the Development Consent;

Development Application means State significant development application no. SSD-10452 lodged pursuant to the Act;

Development Consent means State Significant Development Consent No. SSD-10452 granted under section 4.38 of the Act, as modified from time to time;

EIS means as defined in the Development Consent;

Force Majeure Event means any event or circumstance or combination of events or circumstances that:

- (a) is not within the reasonable control of the Developer; and
- (b) the occurrence or effect of which the Developer could not have avoided through the exercise of Good Electricity Industry Practice as defined in the National Electricity Rules; and

includes, without limitation, any action taken by a Transmission Network Service Provider, the Australian Energy Regulator or the Australian Energy Market Operator or market disruption.

GST has the same meaning as in the GST Law;

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

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;

Land means the land listed in Appendix 2 to the Development Consent;

Law means:

- (a) the common law including principles of equity;
- (b) the requirements of all statutes, rules, ordinances, codes, regulations, proclamations and by-laws; and
- (c) any Approval, including any condition or requirement under it;

Mid-Western Region Community Plan and Delivery Program means:

- (a) the Mid-Western Region Community Plan; and
- (b) the Delivery Program of Council for the Mid-Western Region.

adopted by the Council from time to time (and includes any document which replaces these and provides a similar function or purpose).

Minimum Threshold Amount means 90% of the P99 forecast of monthly generation for the Stubbo Solar Farm.

Operation means as defined in the Development Consent and, for the avoidance of doubt, will only occur while the Development is exporting electricity to the distribution network;

Operation Commencement Date means the date on which the Developer commences Operation as notified to the Department in writing in accordance with condition 4 of Schedule 4 of the Development Consent;

Party means a party to this Agreement, including their successors and assigns;

Planning Agreement has the same meaning as in section 7.1 of the Act;

Term means the period from the day on which this Agreement comes into operation in accordance with clause 4 until the Decommissioning Commencement Date.

1.2 Interpretation

In this Agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this agreement, and a reference to this agreement includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **dollars** or **\$** is to Australian currency;
- (f) a reference to time is to Sydney, Australia time;
- (g) a reference to a party is to a party to this agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (k) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;

- (l) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (m) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (n) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it; and
- (o) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

2. Planning Agreement under the Act

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

3. Application of this Agreement

This agreement applies to the Land and the Development.

4. Operation of this Agreement

This Agreement operates on and from the date this Agreement is entered into as required by clause 25C(1) of the *Environmental Planning and Assessment Regulation 2000* (NSW).

5. Construction Contribution

- (a) Once Construction of the Project commences, the Developer must promptly notify the Council of the Construction Commencement Date.
- (b) The Developer must pay the Council the Construction Contribution in two equal instalments as follows:
 - (i) \$50,000 (inclusive of GST) within 20 Business Days of the Construction Commencement Date; and
 - (ii) \$50,000 (inclusive of GST) within 6 months of the Construction Commencement Date.

6. Annual Development Contribution

- (a) Once the Development commences Operation, the Developer must promptly notify the Council of:
 - (i) the Operation Commencement Date;

- (ii) the installed capacity (in megawatts) of the Development as Constructed; and
 - (iii) the Minimum Threshold Amount.
- (b) Subject to clauses 6(d) and 6(e), the Developer must pay to the Council the Annual Development Contribution in arrears on each anniversary of the Operation Commencement Date.
- (c) The Annual Development Contribution will be revised on 1 July of each year following the Operation Commencement Date in accordance with the following formula:

$$\text{ADC} = \frac{A \times B}{C}$$

Where:

ADC means the Annual Development Contribution payable for that year, in Australian dollars;

A means the Annual Development Contribution payable for the previous year;

B means the Index Number last published before the end of the year just ended; and

C means the Index Number last published before the commencement of the year just ended.

- (d) The obligation of the Developer to pay the Council the Annual Development Contribution will:
- (i) be suspended if the Council does not provide the Developer with an Annual Statement as required under this Agreement until such time as the relevant Annual Statement has been provided to the Developer; and
 - (ii) cease on the Decommissioning Commencement Date.
- (e) If the output of the Stubbo Solar Farm falls below the Minimum Threshold Amount during any month as a result of a Force Majeure Event then Annual Development Contribution will be reduced on a proportional basis to reflect the number of months during which the output of the Stubbo Solar Farm fell below the Minimum Threshold Amount. By way of example only:
- (i) if a major storm event damages 50% of the solar panels (but the remaining 50% of the solar panels are able to keep generating output notwithstanding this); and
 - (ii) it takes 6 months to repair or replace the damaged solar panels so that the Stubbo Solar Farm can result generating at the Minimum Threshold Amount,
 - (iii) this will result in the Stubbo Solar Farm operating 50% below the Minimum Threshold Amount for 6 months of the relevant year; and

the Annual Development Contribution will accordingly be reduced by 25% to reflect this.

- (f) Once Decommissioning of the Project commences, the Developer must promptly notify the Council of the Decommissioning Commencement Date.

7. Application of Contributions

- (a) The Contributions paid under this Agreement must be applied by the Council for the public purpose of delivering and facilitating Community Projects.
- (b) The Developer may submit potential projects for consideration by the Council in allocating the Contributions paid under this Agreement towards Community Projects.
- (c) In determining which Community Projects the Contributions paid under this Agreement will be applied towards, the Council must:
 - (i) consult with the Developer regarding potential projects; and
 - (ii) give priority to projects in Gulgong and within 25km of the Development.
- (d) The Council and the Developer acknowledge that the Development will require the use of roads more than 25 km away from the Development and has the potential to require worker accommodation to be provided more than 25 km away from the Development. Accordingly, the Contributions paid under this Agreement may be applied to community projects which are located more than 25km from the Development where appropriate to offset such impacts.

8. Annual Statement

- (a) The Council must provide the Developer with an Annual Statement 14 days prior to the Council publishing its Annual Report on its website each year.
- (b) The Council's obligation to provide an Annual Statement under clause 8(a):
 - (i) commences following receipt of the first instalment of the Construction Contribution; and
 - (ii) ceases on the Decommissioning Commencement Date.
- (c) The Council acknowledges and agrees that the Developer may make the Annual Statement publicly available, including by:
 - (i) publishing it on its website;
 - (ii) otherwise providing it to members of the public; or
 - (iii) referencing it in any media statement,
 after Council has published its Annual Report on its website.

9. Payments and Interest

- (a) Each Contribution payable under this Agreement is to be paid by means of electronic funds transfer of cleared funds into the bank account nominated in writing by the General Manager of the Council.
- (b) The Developer agrees that any overdue Contribution payable under this Agreement will be Escalated at the CPI:
 - (i) from the date on which the relevant Contribution is due for payment under this Agreement;
 - (ii) until the date on which the relevant Contribution is paid.
- (c) In clause 9(b), **Escalated at the CPI** means multiplied by:

$$1 + \frac{A \times B}{B}$$

where:

- (i) **A** means the Index Number last published before the relevant Contribution is paid; and
- (ii) **B** means the Index Number last published before the Contribution was due for Payment.

10. Application of sections 7.11, 7.12 and 7.24 of the Act

- (a) This Agreement excludes application of sections 7.11 and 7.12 of the Act to the Development.
- (b) This Agreement does not exclude the application of section 7.24 of the Act to the Development.

11. No Registration

The Parties agree that this Agreement will not be registered on any of the land subject to the Development.

12. Dispute Resolution

12.1 No arbitration or court proceedings

If a dispute arises out of this Agreement, a Party must comply with this clause before starting arbitration or court proceedings (except proceedings for interlocutory relief).

12.2 Notification

A Party claiming a Dispute has arisen must give the other Party to the Dispute notice setting out details of the Dispute.

12.3 Parties to resolve Dispute

During the 14 days after a notice is given under clause 12.2 (or longer period if the Parties to the Dispute agree in writing), each Party to the Dispute must use

its reasonable efforts to resolve the Dispute. If the Parties cannot resolve the Dispute within that period, they must refer the Dispute to a mediator if one of them requests.

12.4 Mediation

- (a) If the Parties do not agree within 14 days of receipt of notice under clause 12.3 (or any further period agreed in writing by them), the Parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales.
- (b) If the Parties do not agree on a mediator a party may at any time request the President of the Planning Institute (NSW Division) or the President of the NSW Law Society, whichever is the most appropriate, to select the mediator and determine the mediator's remuneration, which cost must be borne by the Parties equally.

12.5 Confidentiality

Subject to clause 8(c), any information or documents disclosed by a Party under this clause 12:

- (a) must be kept confidential; and
- (b) may only be used to attempt to resolve the Dispute.

12.6 Costs

Each Party to a Dispute must pay its own costs of complying with this clause 12. The parties to the Dispute must equally pay the costs of any mediator.

12.7 Termination of process

- (a) A Party to a Dispute may terminate the dispute resolution process by giving notice to each other after it has complied with clauses 12.1 to 12.3.
- (b) Clauses 12.5 and 12.6 survive termination of the dispute resolution process.

12.8 Breach of this clause

If a Party to a Dispute breaches this clause 12, the other Party to the Dispute does not have to comply with those clauses in relation to the Dispute.

13. Enforcement

- (a) Without limiting any other remedies available to the Parties, this Agreement may be enforced by any Party in any Court of competent jurisdiction, subject to clause 12.1.
- (b) Nothing in this Agreement prevents:
 - (i) a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this agreement or any matter to which this Agreement relates; and

- (ii) the Council from exercising any function under the Act or any other Act or Law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.

14. Termination

- (a) This Agreement will terminate:
 - (i) if a court of competent jurisdiction declares that the Development Consent is invalid; or
 - (ii) at the end of the Term.
- (b) In the event of termination of this Agreement, any Contribution that have been paid by the Developer under this Agreement prior to termination are to be retained by the Council and can continue to be expended in accordance with the terms of this Agreement.

15. Review of this Agreement

- (a) The Parties agree that this Agreement may be reviewed or modified and that any review or modification of this Agreement will be conducted in the circumstances and in the manner determined by the Parties.
- (b) No modification or review of this Agreement will be of any force or effect unless it is in writing and signed by the Parties to this Agreement.

16. Assignment

- (a) Subject to clause 16(b), a Party must not assign, novate or otherwise transfer its rights and/or obligations under this Agreement unless the other Party has provided its prior written consent.
- (b) The Developer is not to assign, novate or otherwise transfer its rights and/or obligations under the Agreement unless:
 - (i) the Developer has, at no cost to the Council, first procured the execution by the person to whom the Developer's rights or obligations under this Agreement are to be assigned or novated, of a deed in favour of the Council on terms satisfactory to the Council (acting reasonably);
 - (ii) the Council has given written notice to the Developer stating that it considers (acting reasonably) that the transferee, assignee or novatee, is reasonably capable of performing its obligations under this Agreement,
 - (iii) the Developer is not in breach of the Agreement, and
 - (iv) the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld or delayed.
- (c) The Developer acknowledges and agrees that it remains liable to fully perform its obligations under this Agreement unless and until it has complied with its obligations under clause 16(b).

17. No fetter

17.1 Discretion

This Agreement is not intended to operate to fetter, in any manner, the exercise of any statutory power or discretion of the Council, including but not limited to any statutory power or discretion of the Council relating to the assessment and determination of any development application in relation to the Development (all referred to in this Agreement as a Discretion).

17.2 No fetter

No provision of this Agreement is intended to constitute any fetter on the exercise of any Discretion. If, contrary to the operation of this clause, any provision of this Agreement is held by a court of competent jurisdiction to constitute a fetter on any Discretion, the Parties agree:

- (a) they will take all practical steps, including the execution of any further documents to ensure the objective of this clause is substantially satisfied;
- (b) in the event that clause 17.2(a) cannot be achieved without giving rise to a fetter on the exercise of a Discretion, the relevant provision is to be severed and the remainder of this Agreement has full force and effect; and
- (c) to endeavour to satisfy the common objectives of the Parties in relation to the provision of this Agreement, which is to be held to be a fetter to the extent that is possible, having regard to the relevant court judgment.

18. Notices

18.1 Notices

Subject to clause 18.2, any notice given under or in connection with this Agreement (Notice):

- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must be addressed as follows and delivered to the intended recipient by hand, by prepaid post at the address below, or at the address last notified by the intended recipient to the sender after the date of this Agreement:
 - (i) Mid-Western Regional Council
86 Market Street, Mudgee NSW 2850
Attention: General Manager
 - (ii) UPC Renewables Australia Pty Ltd
Suite 2, Level 2, 15 Castray Esplanade, Battery Point TAS 7004
Attention: Company Secretary
- (c) is taken to be given and made:
 - (i) in the case of hand delivery, when delivered; and

- (ii) in the case of delivery by post, three Business Days after the date of posting (if posted to an address in the same country) or seven Business Days after the date of posting (if posted to an address in another country); and
- (d) if under clause 18.1(c) a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4pm (local time), it is taken to have been given or made at the start of business on the next Business Day in that place.

18.2 Notices sent by email

- (a) A Party may serve a Notice by email if the Notice:
 - (i) includes a signature block specifying:
 - (A) the name of the person sending the Notice; and
 - (B) the sender's position within the relevant party;
 - (ii) states in the body of the message or the subject field that it is sent as a Notice under this Agreement;
 - (iii) contains an express statement that the person sending the Notice has the authority to serve a Notice under this Agreement;
 - (iv) is sent to the email address below or the email address last notified by the intended recipient to the sender:
 - (A) Mid-Western Regional Council
Attention: General Manager
Email: council@midwestern.nsw.gov.au
 - (B) UPC Renewables Australia Pty Ltd
Attention: Company Secretary
Email: admin.support@upc-ac.com
- (b) The recipient of a Notice served under this clause 18.2 must:
 - (i) promptly acknowledge receipt of the Notice; and
 - (ii) keep an electronic copy of the Notice,
- (c) Failure to comply with clause 18.2(b) does not invalidate service of a Notice under this clause.

18.3 Receipt of Notices sent by email

- (a) A Notice sent under clause 18.2 is taken to be given or made:
 - (i) when the sender receives an email acknowledgement from the recipient's information system showing the Notice has been delivered to the email address stated above;

- (ii) when the Notice enters an information system controlled by the recipient; or
 - (iii) when the Notice is first opened or read by the recipient,
- whichever occurs first.

- (b) If under clause 18.3(a) a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4pm (local time), it will be taken to have been given or made at the start of business on the next Business Day in that place.

19. GST

19.1 Defined GST terms

In this clause 19, words and expressions which are not defined in this Agreement but which have a defined meaning in the GST Law have the same meaning as in the GST Law; and

19.2 GST to be added to amounts payable

If GST is payable on a taxable supply made under, by reference to or in connection with this Agreement, the party providing the consideration for that Taxable Supply must also pay the GST Amount as additional consideration. This clause does not apply to the extent that the consideration for the Taxable Supply is expressly agreed to be GST inclusive. Unless otherwise expressly stated, prices or other sums payable or consideration to be provided under or in accordance with this Agreement are exclusive of GST.

19.3 Tax invoice

If a Party is liable for GST on any payments made under this Agreement, the other Party must issue a tax invoice (or an adjustment note) to the liable Party for any GST payable under this agreement within seven days of a written request. The tax invoice (or adjustment note) must include the particulars required by the GST Law to obtain an input tax credit for that GST.

19.4 GST obligations to survive termination

This clause 19 will continue to apply after expiration of termination of this Agreement.

20. General

20.1 Relationship between Parties

- (a) Nothing in this Agreement:
 - (i) constitutes a partnership between the Parties; or
 - (ii) except as expressly provided, makes a Party an agent of another Party for any purpose.
- (b) A Party cannot in any way or for any purpose:
 - (i) bind another Party; or

- (ii) contract in the name of another Party.
- (c) If a Party must fulfil an obligation and that Party is dependent on another Party, then that other Party must do each thing reasonably within its power to assist the other in the performance of that obligation.

20.2 Time for doing acts

- (a) If the time for doing any act or thing required to be done or a notice period specified in this Agreement expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.
- (b) If any act or thing required to be done is done after 5pm on the specified day, it is taken to have been done on the following Business Day.

20.3 Further assurances

Each Party must promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements recorded in this Agreement.

20.4 Variation

A provision of this Agreement can only be varied by a later written document executed by or on behalf of each of the Parties.

20.5 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

20.6 Legal expenses

Each Party is to pay its own legal costs and disbursements in connection with the negotiation, preparation and execution of this Agreement.

20.7 Entire agreement

The contents of this Agreement constitute the entire agreement between the Parties and supersede any prior negotiations, representations, understandings or arrangements made between the Parties regarding the subject matter of this Agreement, whether orally or in writing.

20.8 Invalidity

- (a) A word or provision must be read down if:
 - (i) this Agreement is void, voidable, or unenforceable if it is not read down;
 - (ii) this Agreement will not be void, voidable or unenforceable if it is read down; and
 - (iii) the provision is capable of being read down.
- (b) A word or provision must be severed if:

- (i) despite the operation of clause 20.8(a), the provision is void, voidable or unenforceable if it is not severed; and
 - (ii) this Agreement will be void, voidable or unenforceable if it is not severed.
- (c) The remainder of this Agreement has full effect even if clause 20.8(b)(i) or 20.8(b)(ii) applies.

20.9 Waiver

A right or remedy created by this Agreement cannot be waived except in writing signed by the Party entitled to that right. Delay by a Party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a Party of a right operate as a subsequent waiver of the same right or of any other right of that Party.

20.10 Governing law and jurisdiction

- (a) The Laws applicable in New South Wales govern this Agreement.
- (b) The Parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

Schedule 1 – Section 7.4 Requirements

Provision of the Act	This Agreement
Under section 7.4 (1), the Developer has:	
(a) sought a change to an environmental planning instrument.	(a) No
(b) made, or proposes to make, a development application.	(b) Yes
(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.	(c) No
Description of the land to which this document applies — (Section 7.4(3)(a))	The land listed in Appendix 2 to the Development Consent.
Description of the development to which this document applies — (Section 7.4(3)(b)(ii))	All of the Development on the Land the subject of the Development Consent.
The scope, timing and manner of delivery of contributions made by the Developer required by this document — (Section 7.4(3)(c))	See clauses 5 and 6 of this Agreement.
Applicability of Section 7.11 of the Act — (Section 7.11(3)(d))	The application of section 7.11 of the Act is wholly excluded in respect of all of the Development.
Applicability of Section 7.12 of the Act —(Section 7.11(3)(d))	The application of section 7.12 of the Act is wholly excluded in respect of all of the Development.
Applicability of Section 7.24 of the Act — (Section 7.11(3)(d))	The application of section 7.24 of the Act is not excluded in respect of the Development.
Mechanism for Dispute resolution — (Section 7.11(3)(f))	See clause 12 of this Agreement.
Enforcement of this document — (Section 7.4(3)(g))	See clause 13 of this Agreement.
Registration of this document	This Agreement will not be registered.
No obligation to grant consent or exercise functions — (Section 7.4(9))	See clause 17 of this Agreement.

Executed as an agreement

Signed for and on behalf of **Mid-Western Regional Council** ABN 96 149 391 332 in accordance with a resolution of the Council dated [insert] in the presence of:

.....
Signature of witness

.....
Signature of authorised representative/agent

By executing this agreement the representative/agent states that he/she has received no notice that his/her authority to do so has been revoked.

.....
Name of witness
(please print)

.....
Name of authorised representative/agent
(please print)

Executed by UPC Renewables Australia Pty Ltd ABN 27 616 856 672 in accordance with section 127(1) of the *Corporations Act 2001 (Cth)*:

.....
Signature of director

.....
Signature of director or company secretary*
*delete whichever does not apply

.....
Name (please print)

.....
Name (please print)