

PLANNING AGREEMENT for YANCO Battery Energy Storage System

Lot 516 DP751745; and Lot 521 DP 751745

Leeton Shire Council (ABN 59 217 957 665) (Council)

and

ACENERGY PTY LTD (ABN 89 628 883 447) (Developer)

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PLANNING AGREEMENT for YANCO Battery Energy Storage System

Parties to this Deed:

Developer	Name	ACENERGY Pty Ltd (ACN 628 883 447)
	Address	Level 3, 689 Burke Road, Camberwell, Victoria, 3124
	ABN	89 628 883 447
	Contact Name	Danny Wilkinson
	Contact email	danny.w@acenergy.com.au
Council	Name	Leeton Shire Council
	Address	23-25 Chelmsford Place, Leeton, NSW, 2705
	ABN	59 217 957 665
	Contact Name	Francois Van De Berg
	Contact email	francoisv@leeton.nsw.gov.au

Background

The Company proposes to undertake development relating to the Yanco BESS Project on the Land, which is land within the local government area of Council.

The Company has lodged the Development Application and Development Consent is pending.

The Company has offered to enter into this Planning Agreement to make monetary contributions to Council regarding the Yanco BESS Project in accordance with the terms of this agreement.

1 Definitions and interpretation

1.1 Definitions

Term	Meaning
Business Day	means any day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, and excluding 27 to 31 December, and concludes at 5:00pm on that day.
Company or Developer	ACENERGY Pty Ltd ACN 628 883 447 or any assignee or transferee or successor who purports to act or rely upon the Development Consent.
Contribution	a monetary contribution payable by the Company to Council under this Planning Agreement, pursuant to Schedule 1.
Construction Certificate	has the same meaning as in the EP&A Act 1979 and specifically refers to any construction certificate issued relating to the Development Application and/or the Development consent, and/or the Yanco BESS Project.
Development Application	has the same meaning as in the EP&A Act 1979, and specifically refers to the development application for the YANCO BESS Project application number SSD-67478479
Development Consent	has the same meaning as in the EP&A Act 1979, and specifically refers to development consent relating to the Development Application and/or the Yanco BESS Project.
EP&A Act 1979	the <i>Environmental Planning and Assessment Act 1979 (NSW)</i> as amended from time to time.
Land	means the land known as 120 Houghton Road, Yanco, 2703, NSW, being the land comprised in certificate of title Folio Identifiers 516/751745 and 521/751745.
Mediator	a person appointed as mediator under clause 11.5 of this agreement.
Regulation	the <i>Environmental Planning and Assessment Regulation 2021</i> .
Security	means an unconditional Bank Guarantee from an Australian bank which is an eligible financial institution for the purposes of Treasury Circular NSW

“Planning Agreement” or “PA” or “agreement”

means this agreement.

Yanco BESS Project

is a Battery Energy Storage System (BESS) of approximately 250 Megawatts AC (MWAC) located on the Land and associated ancillary development including road upgrades and electricity transmission line works on other land such as the road reserves of Hume Road, Houghton Road and Irrigation Way, Lot 7350 DP1199551 and Lot 10 DP8449631.

1 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) Any reference to dollar or "\$" is to Australian dollars.
- (i) 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.
- (j) Other grammatical forms of defined words or expressions have corresponding meanings.

- (k) 'Including' and similar expressions are not words of limitation.

2 Planning Agreement

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

This Planning Agreement applies to the Land and the Yanco BESS Project.

4 Operation of this agreement

This Planning Agreement will operate from the date it is executed by all parties and is terminated on the date the Company has satisfied its obligations under this Planning Agreement in full, or as otherwise agreed by the parties in writing.

5 Contributions

5.1 Contributions

- (a) The Company must make each and every Contribution to Council in accordance with Schedule 1 of this Planning Agreement and any other relevant provision of this Planning Agreement.
- (b) Council will apply each Contribution made by the Company under this Planning Agreement:
 - (1) for the benefit of the public; and
 - (2) otherwise in accordance with this Planning Agreement.
- (c) Council, upon written request, will on an annual basis provide the Company with a report on how the Contributions have been expended.
- (d) Council and the Company agree that the total Planning Agreement Contributions payable to Council over the life of the Yanco BESS Project will be \$3,000,000 as specified in Schedule 1.

5.2 Timing and Receipt of Contribution payments

- (a) Each Contribution must be paid to Council at the time specified in Schedule 1 by electronic transfer into a bank account, the details of which are to be provided by Council to the Company.

- (b) A Contribution is made for the purposes of this Planning Agreement when Council receives the full amount of the Contribution payable under this Planning Agreement by means of electronic funds transfer of cleared funds into the bank account nominated by Council.
- (c) If the Developer fails to pay any Contribution as required under this agreement in accordance with the timing set out in column 4 of the table in Schedule 1 of this agreement (**Overdue Payment**), the Developer must also pay to Council interest at the rate as set from time to time in Rule 36.7(1) of the *Uniform Civil Procedure Rules 2005* (NSW) in relation to the Overdue Payment. Interest is due on the daily balance of the Overdue Payment from the due date for payment of the Overdue Payment until all outstanding amounts (including interest on the Overdue Payment) have been paid to Council.

6 Public Recognition

- (a) In recognition of payment of the following Contributions (as described in column 1 of the table in Schedule 1), Council agrees to formally acknowledge and highlight the Company's contributions:
 - (1) Yanco Powerhouse Museum Donation;
 - (2) Yanco Main Street Enhancement;
 - (3) McCaughey Park Upgrades;
 - (4) ACEnergy as the sponsor of all Council-led community events over the period of sponsorship;
 - (5) Roxy (2) Blackbox Theatre – Retractable Seating; and
 - (6) Roxy Community Theatre Operations.
- (b) The Company may be credited via on site signage in relation to any specific donation or project on which the Contributions are spent.

7 Application of sections 7.11, 7.12 or 7.24 of the EP&A Act 1979 to the YANCO BESS Project

- (a) This Planning Agreement does not exclude the application of sections 7.11, 7.12 or 7.24 of the EP&A Act 1979 to the YANCO BESS Project;
- (b) Council shall not take into consideration the benefits under this agreement in determining a development contribution under section 7.11 of the EP&A Act 1979. The parties acknowledge that Council has adopted a developer contribution plan under section 7.12 of the EP&A Act 1979, and in accordance with section 7.12(2) of the EP&A Act 1979, there shall be no development contribution in respect of the YANCO BESS Project under section 7.11 of the EP&A Act 1979; and

- (c) Council, as the consent authority, must, to the extent required or permitted by law, take into consideration the monetary benefits provided under this Planning Agreement in determining any other development contribution or levy in respect of the YANCO BESS Project.

8 Registration

- (a) The parties agree that this Planning Agreement will be registered on the Land, the subject of the Development Application pursuant to section 7.6 of the EP&A Act 1979.
- (b) The Company must, promptly and at its own cost, do all things reasonably required to assist Council in effecting registration of this Planning Agreement on the title to the Land, including but not limited to obtaining written agreement to registration of this Planning Agreement on the title to the Land from each person with an estate or interest in the Land.

9 Disposal by the Company of its interest in the YANCO BESS Project

- (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 agree that the Company may assign, transfer or otherwise deal with the Company's rights, duties or obligations under this agreement to:
 - i) 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;
 - ii) a joint venturer or partner of the Company in respect of ACEnergy; or
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 solar 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

Nothing in this agreement 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 in this agreement shall be construed as limiting or fettering in any way the discretion of Council in exercising any of Council's statutory functions, powers, authorities or duties.

11 Dispute Resolution

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

12.1 GST

- (a) Except where the context suggests otherwise, terms used in this clause 12 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

13.1 Costs

- (a) The Company must pay its own legal costs and disbursements and must pay Council's reasonable legal costs and disbursements in connection with the negotiation, preparation and execution of this agreement.
- (b) The Company must pay for all costs and expenses associated with the giving of public notice of this Planning Agreement and the Explanatory Note in accordance with the Regulation.
- (c) The Company must pay all taxes assessed on or in respect of this Planning Agreement and any instrument or transaction required or contemplated by or necessary to give effect to this Planning Agreement (including stamp duty and registration fees, if applicable).
- (d) The Company must pay by deposit by means of electronic funds transfer into an account specified by Council in writing, or such other alternative method of payment if agreed with Council, in respect of Council's costs pursuant to this clause 13.1, within 30 days after receipt of written notice from Council of the sum of such

costs and demand for payment.

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 the Parties section on page 4 of this Deed (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 203 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 204 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

- (a) Subject to compliance with clause 11, this agreement may be enforced by any party in any court of competent jurisdiction.
- (b) To secure the performance of the Developer's obligations under this agreement, the Developer will provide the Security to Council in accordance with the terms and procedures set out in Schedule 2.

SCHEDULE 1: Contributions

Description of Contribution (column 1)	Purpose of Contribution (column 2)	Value of Contribution (column 3)	Funding Timeframe (column 4)
Developer Contributions Fund	To support public infrastructure maintenance and improvements, as outlined in the Section 7.12 Contributions Plan adopted by Council.	\$1,780,000	Initial payment of \$890,000 payable within 3 months after the issuance of the Construction Certificate. Remaining payment of \$890,000 to be paid within 18 months of the initial payment.
Yanco Powerhouse Museum Donation	Community benefit contribution to support the Yanco Powerhouse Museum.	\$150,000	Payable within 12 months after the issuance of the Construction Certificate.
Yanco Main Street Enhancement	Funds to be allocated to the Yanco Main Street Enhancement Project, including façade improvements for business owners and overall amenity enhancements.	\$200,000	Payable within 12 months after the issuance of the Construction Certificate.
McCaughey Park Upgrades	Funds to support upgrades to McCaughey Park in Yanco, including improvements to park amenities and playground facilities.	\$150,000	Payable within 36 months after the issuance of the Construction Certificate.
ACEnergy Australian Art Deco Festival – Naming Rights Sponsorship	Funds to support the ACFestival Australian Art Deco Festival over 5 years.	\$250,000	Annual payment of \$50,000 every year for 5 years . Initial \$50,000 payment payable on the issuance of the Construction Certificate. Subsequent payments are due annually on the anniversary date of the initial payment and within 6 weeks of Council issuing an invoice. Council to name the festival the 'ACFestival Australian Art Deco Festival'.

Community Events Support	Funds to support holding of community events.	\$150,000	Annual payment of \$30,000 every year for 5 years. Initial \$30,000 payment to be payable on the issuance of the Construction Certificate. Subsequent payments are due annually on the anniversary date of the initial payment and within 6 weeks of Council issuing an invoice.
Roxy (2) Blackbox Theatre – Retractable Seating	Funds to support installation of retractable seating in Roxy (2) Blackbox Theatre.	\$120,000	Payable within 12 months after the issuance of the Construction Certificate.
Roxy Community Theatre Operations	Funds to support the operation of the Roxy Community Theatre.	\$200,000	Payable within 12 months after the issuance of the Construction Certificate as follows: • Year 1: \$100,000; and • Year 2: \$100,000.

SCHEDULE 2: Security Terms

1. **Developer to provide Security**
 - (a) In order to secure the payment of the Contributions the Developer has agreed to provide the Security.
 - (b) The Security must:
 - (i) name Council; and
 - (ii) not have an expiry date, or if it has an expiry date; the Security must not expire before 5 years after the issuance of the Construction Certificate.
2. **Security**
 - (a) Upon issuance of the Construction Certificate, the Developer must provide the Security to the Council having a face value amount of \$2,000,000.00 (**Security Amount**) in order to secure the Developer's obligations under this agreement.
 - (b) Provided the Developer has paid to Council each and every Contribution as required for the first 12 months after the issuance of the Construction Certificate, on or before the due date for payment under this agreement, then Council will accept from the Developer a replacement Security having a face value amount of \$1,460,000.00 (**Reduced Security Amount**) in order to secure the Developer's obligations under this agreement.
 - (c) Council is entitled to retain the Security from the date it is provided by the Developer until the Developer has provided all Contributions under this Deed.
3. **Claims on Security**
 - (a) Council may:
 - (i) call upon the Security where the Developer has failed to pay any part of a Contribution on or after the date for payment under this agreement; and
 - (ii) retain and apply such monies towards the Contributions and any costs and expenses incurred by the Council in rectifying any default by the Developer under this agreement.
 - (b) Prior to calling upon the Security, Council must give the Developer not less than 10 Business Days written notice of its intention to call upon the Security.
 - (c) If:
 - (i) Council calls upon the Security; and
 - (ii) applies all or part of such monies towards the Contributions and any costs and expenses incurred by the Council in rectifying any default by the Developer under this agreement; and
 - (iii) has notified the Developer of the call upon the Security in accordance with clause (b) of this Item 3,

then the Developer must provide to the Council a replacement Security to ensure that at all times until the date that the Security is released in accordance with Item 4 of this Schedule, the Council is in possession of Security for a face value equivalent to the Security Amount or Reduced Security Amount, whichever shall apply having regard to clauses (a) and (b) of Item 2 in this Schedule.

4. Release of Security

- (a) If
 - (i) the Developer has satisfied all of its obligations under this Deed; and
 - (ii) the whole of the monies secured has not been expended,then Council will promptly return the Security, or the remainder of the monies secured (as the case may be), to the Developer.
- (b) The Developer will reimburse the Council for any reasonable external costs, charges, duties and taxes paid by it in relation to its holding and releasing of the Security in accordance with this Schedule.

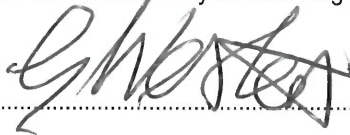
Execution

Executed as a Deed

Dated: 21 October 2025



THE SEAL of LEETON SHIRE COUNCIL ABN 59 217 957 665 was affixed in accordance with section 400 of the *Local Government (General) Regulation 2021* and witnessed by the following persons:


.....
Mayor


.....
General Manager

EXECUTED by ACENERGY PTY LTD ACN 628 883 447 in accordance with section 127 of the *Corporations Act 2001 (Cth)*:


.....

Bin Wang

Sole Director & Secretary

Appendix: Explanatory Note

For the purposes of *Environmental Planning and Assessment Regulation 2021* (section 205) in respect of a draft Planning Agreement under s7.4 of the *Environmental Planning and Assessment Act 1979*.

1. Introduction

The purpose of this explanatory note is to provide a plain English summary to support the notification for the proposed Planning Agreement, made pursuant to section 7.4 of the *Environmental Planning & Assessment Act 1979*, for the proposed development of the Yanco Battery Energy Storage System (**Development**) in the local government area of Leeton Shire Council (**Planning Agreement**).

This explanatory note explains what the planning agreement is proposing, how it delivers public benefit and whether it is an acceptable means of achieving the proposed planning outcomes.

2. The parties to this planning agreement are:

Leeton Shire Council (**Council**) and ACENERGY Pty Ltd ACN 628 883 447 (**Developer**).

3. The land subject to the planning agreement is:

The land known as 120 Houghton Road, Yanco, 2703, NSW, being the land comprised in certificate of title Folio Identifiers 516/751745 and 521/751745.

A map of the subject land is attached to this explanatory note.

Will the planning agreement be registered on the subject land titles? Yes

4. Summary of the objectives, nature and effect of the Planning Agreement

The objective of the Planning Agreement is to secure monetary contributions from the Developer for the Development for community enhancement projects in the townships of Leeton and Yanco in the Leeton Shire Local Government Area.

The nature of the Planning Agreement is a written agreement executed by the Developer and Council under section 7.4 of the *Environmental Planning and Assessment Act 1979* which provides for the Developer to make contributions (as defined in Schedule 1 of the Planning Agreement) to Council for public purposes.

The effect of the Planning Agreement is that it:

- (a) relates to the carrying out of the Development by the Developer,

- (b) makes provision for the Developer to make financial contributions towards community enhancement projects,
- (c) does not exclude the application of sections 7.11, 7.12 or 7.24,
- (d) is to be registered on Lot 516 & 521 in DP751745, and
- (e) provides dispute resolution methods for a dispute under the agreement.

5. Assessment of the Merits of the Planning Agreement

The positive impacts of the Planning Agreement on the public (or relevant sections of the public) are:

- (a) Enhancing and maintaining community infrastructure such as parks, the Roxy Community Theatre, and recreational facilities.
- (b) Supporting improvements to Yanco Main Street through contributions that assist businesses in upgrading building facades and enhancing overall amenity.
- (c) Providing sponsorship for community events over a 5 year period.
- (d) Contributing to the Yanco community through a donation to Yanco Powerhouse Museum.

The negative impacts of the Planning Agreement on the public (or relevant sections of the public) are:

- (a) No negative impacts.

6. Identify how the Planning Agreement promotes the public interest

The Planning Agreement promotes the public interest by:

- (a) Maintenance and enhancement of community facilities.
- (b) Improved public infrastructure.
- (c) Sponsorship of events benefiting the local community.

7. Whether the Planning Agreement conforms with the planning authority's Capital Works Program

Yes, the planning agreement provides contributions to maintain and improve public infrastructure identified in the capital works program e.g. parks and gardens, public facilities.

8. Whether the Planning Agreement specifies that certain requirements must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued

The Planning Agreement does not require the Developer to pay the monetary contributions before a construction certificate, occupation certificate or subdivision certificate is issued.

9. Construction of the Agreement

This Explanatory Note is not to be used to interpret the Planning Agreement.

Map of Land

