VOLUNTARY PLANNING AGREEMENT

Liverpool Range Wind Farm
(SSD-6696)

BETWEEN

Tilt Renewables Australia Pty Ltd

and

Tilt Renewables Australia Pty Ltd as trustee for Liverpool Range Wind Farm Project Trust

and

Warrumbungle Shire Council

Date: 29 July 2026

Voluntary Planning Agreement: Liverpool Range Wind Farm

Details

Parties

Name	**Warrumbungle Shire Council** **ABN 63 348 671 239**
Short form name	**WSC**
Notice details	Attention: The General Manager 14-22 John Street, Coonabarabran NSW 2357 PO Box 191 Coonabarabran NSW 2357 Email: info@warrumbungle.nsw.gov.au
Name	**Tilt Renewables Australia Pty Ltd ACN 101 038 331 as trustee for Liverpool Range Wind Farm Project Trust ABN 14 658 244 914**
Short Form Name	**Company**
Notice details	Attention: The Chief Executive Officer Tilt Renewables PO Box 16080 Collins Street, Melbourne Victoria, Australia 8007 Email: liverpoolrangewindfarm@tiltrenewables.com
Name	**Tilt Renewables Australia Pty Ltd ACN 101 038 331**
Short Form Name	**TRAPL**
Notice details	Attention: The Chief Executive Officer Tilt Renewables PO Box 16080 Collins Street, Melbourne Victoria, Australia 8007 Email: liverpoolrangewindfarm@tiltrenewables.com

Background

A. The Company has development consent to build, own and operate the Project.

B. The Project will be developed on Land in the Warrumbungle LGA, centred on the district featuring the community of Coolah. Some of the Project will also be located in Upper Hunter LGA.

C. The original Liverpool Range Wind Farm proposal was approved on 27 March 2018. It included a Voluntary Planning Agreement (**Original Voluntary Planning Agreement**) between TRAPL, WSC and the UHSC and was signed in July 2019. That development did not proceed to construction. In

March 2022 the Company submitted a Modification Application for the original development which was subsequently approved on 23 October 2024.

D. This Voluntary Planning Agreement (**Revised Voluntary Planning Agreement**), when signed by the parties, will replace the Original Voluntary Planning Agreement. The new document reflects changes in the scope and extent of the modified Project, the establishment of the Central-West Orana Renewable Energy Zone (REZ) with multiple energy generation developments and numerous changes in government and industry policy since 2018.

E. As contemplated by section 7.4 of the Act, the Company wishes to make, and WSC wishes to receive, Development Contributions for the benefit of communities that may experience impacts arising from the Project and to do so efficiently and equitably through the management services provided by WSC, with input from communities and the Company.

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).

Affected Communities as per a resolution of WSC, means the population that lives in the towns, villages and rural districts such as Coolah, Dunedoo, Uarbry, Leadville, Mendooran, Binnaway and Cobbora.

Agreement means this Voluntary Planning Agreement including any schedules.

Approval means any consent, certificate, licence, permit, approval or other requirement of any Authority having jurisdiction in connection with the activities contemplated by this Agreement.

Authority means any government, semi-governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal or agency.

Business Day means any day except for a Saturday, Sunday, or bank or public holiday in New South Wales.

Cash Rate means the interest rate determined by the Reserve Bank of Australia which banks pay to borrow funds from other banks in the money market on an overnight basis. For the avoidance of doubt, the term Cash Rate has the same meaning as that adopted by the Reserve Bank of Australia.

Commencement Date means the date on which this Agreement is executed by all Parties, provided that such date occurs after compliance with the public notice obligations in section 7.5 of the Act.

Construction means both:

(a) 'construction' as defined by the Development Consent; and

(b) the carrying out of any road upgrades authorised by the Development Consent.

Construction Commencement Date means the date on which the Company proposes, as at the date of the notice issued under clause 6.2(a), to commence the Construction of any Development Stage located within the LGA of WSC.

Construction Contribution means the financial contributions payable under clause 6.2 of this Agreement for each Development Stage in which wind turbines are to be Constructed within the LGA of WSC, as calculated in accordance with clauses 6.2(c) and 6.2(d) of this Agreement.

Construction Phase means, for each Development Stage, the period commencing on the Construction Commencement Date and ending on the date on which the Development Stage first becomes Operational.

CPI means the All-Groups Consumer Price Index applicable to Sydney published by the Australian Bureau of Statistics.

Decommissioning means that the wind turbines, site office and other ancillary infrastructure is removed from the site and roads, foundation pads and underground equipment are removed, if required as per Development Consent or relevant landholder agreement, or covered and revegetated, allowing land to be returned to its former use.

Development means the Liverpool Range Wind Farm project as authorised by Development Consent SSD-6696 as modified from time to time.

Development Application has the same meaning as in part 4 of the Act.

Development Consent means the consent issued by the Minister for Planning in respect of the Development.

Development Contributions means the financial contributions to be made by the Company to WSC under the Agreement in accordance with clause 6.

Development Stage means each separate stage of the Project as notified by the Company to WSC in accordance with clauses 6.1(b) or 6.1(c) of this Agreement which is proposed to be carried out within the LGA of WSC.

DPHI means the NSW Department of Planning, Housing and Infrastructure.

Final MW Capacity Per Development Stage means, for each Development Stage, the installed nameplate wind turbine capacity, in MW, of all turbines installed on the Land forming part of that Development Stage.

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.

Intended MW Capacity Per Development Stage means the nameplate wind turbine capacity, in MW, intended to be installed for all wind turbines forming part of any Development Stage which the Company proposes to install within the LGA of WSC, as notified by the Company to WSC in accordance with clauses 6.1(b)(ii) or 6.1(c) of this Agreement.

Installed Turbine means, in relation to each Development Stage in which wind turbines are to be Constructed within the LGA of WSC, each wind turbine installed on the Land which has received the relevant approvals from the Network Service Provider (or similar) and/or the Australian Energy Market Operator to export electricity to the National Electricity Market via the transmission network.

Interest Rate means the rate which is the Cash Rate as at the date that payments fall due, plus a margin of 2% per annum.

Land means the land detailed in Appendix 1 of 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.

LGA means the "area" as defined in the *Local Government Act 1993* (NSW).

Minor Modification means a modification that addresses a minor error, misdescription or miscalculation, or a modification that a person acting reasonably would determine involves minimal, negligible or inconsequential environmental, social or economic impacts.

Modification means a formal modification to the Development Consent that would result in material changes to the approved Development.

Operation means the carrying out of the approved purpose of the Development upon completion of construction of any Development Stage in which wind turbines are to be Constructed within the LGA of WSC but does not include commissioning trials of equipment or use of temporary facilities.

Operations Contribution means the financial contributions payable under clause 6.3 of this Agreement for each Development Stage in which wind turbines are to be Constructed within the LGA of WSC, as calculated in accordance with clauses 6.3(c), 6.3(d) and 6.3(e) of this Agreement.

Operations Phase means, for each Development Stage in which wind turbines are to be Constructed within the LGA of WSC, the period commencing on the date on which the Installed Turbines for each Development Stage first enters Operation and ending on the date on which all the Installed Turbines in that Development Stage permanently cease to generate electricity into the transmission network.

Original Voluntary Planning Agreement means the Voluntary Planning Agreement in relation to the original but unbuilt Project entered into by WSC, TRAPL, and UHSC dated 23 July 2019.

Party means the Company and WSC, including their successors and assigns.

Planning Agreement Management Committee ('Committee') means the committee established by WSC that will assist WSC to manage the Voluntary Planning Agreement Development Contributions reserved for Public Purpose Projects provided by the renewable energy generation projects located in the LGA.

Project means the Liverpool Range Wind Farm that is the subject of Development Consent, namely SSD-6696.

Public Purpose has the same meaning as in the Act and includes (without limitation) any of the following:

(a) the provision of (or the recoupment of the cost of providing) public amenities or public services,

(b) the provision of (or the recoupment of the cost of providing) affordable housing,

(c) the provision of (or the recoupment of the cost of providing) transport or other infrastructure relating to land,

(d) the funding of recurrent expenditure relating to the provision of public amenities or public services, affordable housing or transport or other infrastructure,

(e) the monitoring of the planning impacts of development, and

(f) the conservation or enhancement of the natural environment.

Public Purpose Projects means those local projects that fit the Public Purpose definition in accordance with Section 7.4 of the *Environmental Planning and Assessment Act 1979* and selected by the full Council that aim to mitigate the impacts that may arise from the Development.

Register means the Torrens Title register maintained under the *Real Property Act 1900* (NSW).

Regulation means the *Environmental Planning and Assessment Regulation 2021* (NSW).

Related Body Corporate means, in relation to the Company:

(a) a related body corporate as defined in the *Corporations Act 2001* (Cth); and

(b) an entity that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, the Company.

Relevant Public Roads means the public roads which:

(a) are upgraded as part of the Project in accordance with conditions 28 Schedule 3 of the Development Consent and listed in Appendix 6 of the Development Consent; and

(b) where these public roads are located within the LGA of WSC and the WSC is roads authority for these public roads under the *Roads Act 1993* (NSW).

Reserve Bank of Australia means Australia's central bank as constituted under the *Reserve Bank Act 1959* (Cth).

REZ means the Central West Orana Renewable Energy Zone.

Surrounding Area means the Warrumbungle LGA geographic area within a 40 km radius of the boundary of the Project.

Tax Invoice has the same meaning as in the GST Law.

Term means from the Commencement Date of the Voluntary Planning Agreement until the cessation of Operations, upgrading and site decommissioning, as specified in the Development Consent.

Trust means the Liverpool Range Wind Farm Project Trust ABN 14 658 244 914 of Level 24, 600 Bourke Street, Melbourne, VIC 3000.

Trust Deed means the governing rules of the Trust, including the deed establishing the Trust and appointing the Company as trustee of the Trust.

UHSC means Upper Hunter Shire Council.

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

WSC means Warrumbungle Shire Council.

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 A$, $A, dollar or $ is to Australian currency;

(f) a reference to time is to Sydney, NSW, Australia time;

(g) a reference to a party is to the Company and WSC, 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 2001* (Cth);

(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 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;

(m) 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

(n) 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. Voluntary Planning Agreement under the Act

The Parties agree that this Agreement is a Voluntary 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 Project.

4. Operation of this Agreement

This Agreement takes effect from the Commencement Date.

5. Termination of Original Voluntary Planning Agreement

TRAPL and WSC acknowledge and agree that:

(a) with effect on the Commencement Date, they will cease to owe any obligations to each other under the Original Voluntary Planning Agreement and will have no liability to each other under the Original Voluntary Planning Agreement (including for anything done prior to the Commencement Date); and

(b) they must use their best endeavours to enter into a tripartite deed with UHSC terminating the Original Voluntary Planning Agreement as soon as practicable after the Commencement Date; but

(c) should TRAPL and WSC be unable to secure the agreement of UHSC to enter into a tripartite deed terminating the Original Voluntary Planning Agreement, this will not affect the rights and obligations of the Parties under this Agreement.

TRAPL, WSC and the Company acknowledge and agree that TRAPL is only a party to this agreement for the purposes of this clause 5.

6. Development Contributions

6.1 Notification of Staging

(a) The Company and WSC acknowledge and agree that the Project may be constructed and operated in two or more Development Stages as authorised by condition 9 of Schedule 2 of the Development Consent.

(b) Before commencing Construction, the Company must notify WSC in writing, as required by condition 11 of Schedule 2 of the Development Consent. The notification must include:

(i) details of any staging proposed for the Development (including the total number of stages proposed to construct the Development and the number of wind turbines proposed in each stage within WSC's LGA); and

(ii) confirmation of the Intended MW Capacity Per Development Stage.

(c) If the Company makes any updates to the staging of the Development following the issue of a notice to the WSC under clause 6.1(b) the Company must provide WSC with an updated notification of the revised Development staging and any updates to the Intended MW Capacity Per Development Stage.

6.2 Construction Contribution

(a) Prior to commencing construction of any Development Stage (including any Development Stage-related public road upgrades), the Company must notify WSC in writing in accordance with clause 11 of Schedule 2 of the Development Consent. The notification must include confirmation of the proposed Construction Commencement Date.

(b) Subject to clause 11, the Company must pay the Construction Contribution for each Development Stage (including any Development Stage-related public road upgrades) under construction, calculated in accordance with clauses 6.2(c) and 6.2(d), to WSC in arrears from 1 July each year for the duration of the Construction Phase of each Development Stage.

(c) The Construction Contribution means, for each Development Stage under construction (including any Development Stage-related public road upgrades), an amount calculated in accordance with the following formula, for each year the relevant Development Stage is in its Construction Phase:

$$CC = A \times B$$

Where:

CC means the Construction Contribution in Australian dollars;

A means $105.00 as adjusted in accordance with CPI in accordance with clause 8 of this Agreement; and

B means the Intended MW Capacity Per Development Stage for the relevant Development Stage under construction.

(d) Where the Construction Phase covers only part of a relevant year, the Construction Contribution in respect of that Development Stage and year will be calculated on a pro-rata basis.

6.3 Operations Contribution

(a) Prior to commencing Operation of any Development Stage, the Company must:

(i) notify WSC in writing of:

(A) the proposed date on which the Development Stage will become Operational in accordance with clause 11 of Schedule 2 to the Development Consent, and

(B) if it is proposed that the turbines installed during the Development Stage will become Operational on a staggered basis, the timing of and reasons for that staggering;

(ii) provide WSC with a report containing the information required by clause 6.5 for the Development Stage; and

(iii) notify WSC in writing of the Final MW Capacity Per Development Stage as evidenced by the report.

(b) Subject to clause 11, the Company must pay Operations Contributions for each Development Stage, calculated in accordance with clause 6.3(c), 6.3(d) and 6.3(e), to WSC in arrears on 1 July each year for the duration of the Operations Phase for each Development Stage.

(c) The Operations Contribution means, for each Development Stage, an amount calculated in accordance with the following formula, for each year the relevant Development Stage is in its Operations Phase:

OC = A x B

Where:

OC means the Operations Contribution in Australian dollars;

A means $1,050 as adjusted in accordance with CPI in accordance with clause 8 of this Agreement; and

B means Final MW Capacity Per Development Stage for the relevant Development Stage in its Operations Phase.

(d) Where the Operations Phase for a Development Stage covers only part of a relevant year, the Operations Contribution in respect of that Development Stage and year will be calculated on a pro-rata basis.

(e) Where the turbines for any Development Stage become operational at different times during any relevant year, the Operations Contribution in respect of that Development Stage and year will be calculated on a pro-rata basis according to when each Installed Turbine became operational during that year. The Company will transparently inform WSC of the operational status of each turbine.

(f) The Company must notify WSC of the commencement of Decommissioning of each Development Stage within the Local Government Area of WSC in accordance with condition 11 of Schedule 2 of the Development Consent.

6.4 General

(a) The Company's liability to make Development Contributions under this Agreement in relation to any Development Stage will:

(i) reduce proportionally if any Installed Turbines within the LGA of WSC forming part of that Development Stage permanently cease to generate electricity into the transmission network during the Operations Phase; and

(ii) end on the 1 July after the date on which all of the Installed Turbines within the LGA of WSC forming part of that Development Stage permanently cease to generate electricity into the transmission network.

(b) The Development Contributions are paid for the purposes of this Agreement when cleared funds are deposited by means of electronic funds transfer by the Company into a bank account nominated by WSC.

(c) The payments specified in clauses 6.2 and 6.3 are subject to annual CPI adjustments, effective from the date of last signing of this Agreement and continued annually thereafter.

(d) The Company will pay the contributions specified in clauses 6.2 and 6.3 within 30 days of receiving a valid Tax Invoice.

(e) The Company agrees to pay interest to WSC on any amount of the Development Contributions described in clauses 6.2 and 6.3 from 30 days after they become due for payment in accordance with clause 6.4(d), during the period that they remain unpaid, on demand, or at times determined by WSC, calculated on daily balances. The rate to be applied to each daily balance is the Interest Rate (adjusted to be a daily interest rate).

(f) WSC may, at its sole discretion, consolidate into a single fund (to be called a 'Renewable Energy Future Fund') the Development Contributions paid by the Company in accordance with clauses 6.2 and 6.3 and development contributions paid by other renewable energy generators or storage/firming suppliers. Notwithstanding any consolidation of the Development Contributions into the Renewable Energy Future Fund, funds to the value of the Development Contributions paid by the Company in accordance with clauses 6.2 and 6.3 that are so consolidated, must be allocated and used in accordance with clause 6.6 of this Agreement.

6.5 Reporting on Final MW Capacity Per Development Stage

(a) The report required under clause 6.3(a)(ii) must include:

(i) confirmation of the number of Installed Turbines for the relevant Development Stage;

(ii) written certification by a registered engineer demonstrably qualified to confirm the Final MW Capacity Per Development Stage; and

(iii) a calculation (showing workings) of the Operations Contribution for the relevant Development Stage.

6.6 Allocation of Funds & Planning Agreement Management Committee

(a) Allocation of the Development Contributions

(i) WSC must allocate Development Contributions as follows:

(A) 65% of the Development Contributions to Public Purpose Projects in accordance with clause 6.6(a)(ii);

(B) 30% of the Development Contributions to maintenance of Relevant Public Roads; and

(C) 5% of the Development Contributions to cover administrative costs.

(ii) The Development Contributions allocated to Public Purpose Projects in accordance with clause 6.6(a)(i)(A):

(A) must be used for Public Purpose Projects in the Surrounding Area, the majority of such Development Contributions to be used for the communities of Coolah, Uarbry and Leadville; and

(B) may be used for meritorious Public Purpose Projects outside of the Surrounding Area, if there are insufficient applications for appropriate Public Purpose Projects within the Surrounding Area.

(b) Planning Agreement Management Committee

(i) A Planning Agreement Management Committee established by WSC will assist WSC to manage the Voluntary Planning Agreement Development Contributions reserved for Public Purpose Projects provided by the renewable energy generation and storage projects located in the LGA of WSC.

(ii) The Committee, chaired by the Mayor, will comprise two elected Councillors and four community representatives. The four community representatives will be appointed from the Affected Communities. WSC will use best endeavours to appoint a resident of the Coolah community to the Committee, failing which WSC will use best endeavours to appoint residents of Leadville or Uarbry to the Committee.

(iii) Core duties of the Planning Agreement Management Committee are to:

(A) seek input from developers, including the Company, to assist the Planning Agreement Management Committee in decision making, with any resultant written feedback from the developers included in the WSC's business papers;

(B) identify the selection criteria for Public Purpose Projects;

(C) extend invitations to the public to seek project funding; assess the merits of bids; determine the successful applications; monitor progress and the performance of the funded projects and prepare annual reports;

(D) allocate Development Contributions reserved for Public Purpose Projects in accordance with clause 6.6(a); and

(E) make recommendations to WSC on expenditure of Development Contributions for Public Purpose Projects with WSC being the final determining body.

6.7 Public Acknowledgement

(a) Where the Company has contributed financially towards a Public Purpose Project under clause 6 and if the Company so desires, WSC agrees to publicly and positively acknowledge the payment of the Development Contributions by the Company and the Company's role in funding Public Purpose Projects.

(b) The form of public acknowledgement required by clause 6.7(a) is to be agreed by the Company (acting reasonably) and will include:

(i) the prominent inclusion of the Company's logo in any advertisement for funding applications or an announcement made in relation to the Development Contributions; and

(ii) where appropriate, a permanent sign recognising that a Public Purpose Project is funded by the Company.

(c) 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).

7. Auditing and Reporting

(a) Each year in which Development Contributions are made WSC must appoint an appropriately qualified auditor to reconcile the calculation, payment and allocation of the Development Contributions in accordance with clause 6 and to identify any corrective payments required.

(b) WSC must:

(i) provide access to documents and information reasonably requested by the auditor;

(ii) make corrective payments as specified by the auditor; and

(iii) pay the auditor's costs from the portion of the Development Contributions allocated to administration (**Administration Fee**).

(c) WSC will provide a concise annual performance report to the Company which specifies how the Development Contributions have been allocated, managed, spent and accounted during the period 1 July to 30 June. The annual performance report will be supplied to the Company by 31 August in each year in which Development Contributions have been paid. The annual performance report will include:

(i) a financial statement addressing incoming and outgoing monies and any amounts that have not been spent and are currently being held by WSC;

(ii) a summary of community projects and road maintenance allocations funded by the Development Contributions over the previous 12 months; and

(iii) the costs of the Auditor will be paid out of the Administration Fee.

8. Indexation of Development Contributions

Where this Agreement provides that an amount is to be increased by CPI, then the amount will be increased in accordance the following formula:

$A = B \times C/D$

Where:

A = the Development Contribution payable.

B = the contribution amount or rate stated in the Agreement.

C = the CPI most recently published before the date of payment for the current Development Contribution.

D = the CPI as published at the last date of signing the Agreement and continued annually thereafter.

9. Registration of this Agreement

9.1 Registration of this Agreement

Unless otherwise required by law, the Parties agree that this Agreement does not need to be registered on the Register to the Land.

10. Company's limitation of liability as Trustee

(a) The Company enters into this Agreement and performs all conduct and obligations of the Company in connection with this Agreement only as trustee of the Trust, except where expressly stated otherwise.

(b) A liability of the Company arising under or in connection with this Agreement is limited to and can only be enforced against the Company only to the extent to which it can be satisfied out of any assets of the Trust by the Company exercising its right of indemnity set out in the Trust Deed. This limitation of the Company's liability applies despite any other provision of this Agreement other than clause 10(e).

(c) WSC may not sue the Company in any capacity other than as trustee of the Trust, including seeking the appointment of a receiver (except in relation to property of the Trust), a liquidator, an administrator or any other similar person to the Trustee or prove in any liquidation of or affecting the Company (except in relation to the property of the Trust).

(d) WSC waives their rights and releases the Company from any personal liability in respect of any loss or damage that it may suffer as a consequence of a failure of the Company to perform its obligations under this Agreement, which cannot be paid or satisfied out of any assets of the Trust.

(e) Despite any other provision of this clause, the provisions of this clause will not apply to any obligation or liability of the Company to the extent arising as a result of the Company's fraud, negligence or breach of trust or because of a reduction of the Company's right of indemnity under the Trust Deed or by operation of law.

(f) No attorney, agent or delegate appointed in accordance with this Agreement has authority to act on behalf of the Company in any way that exposes the Company to any personal liability.

(g) This clause 10 does not apply to the provisions of this Agreement which bind only TRAPL as opposed to the Company.

(h) The Company represents and warrants as follows to WSC that:

   (i) the Trust has been duly established and is validly subsisting;

   (ii) the Company is the sole trustee of the Trust;

   (iii) the Company has been validly appointed as trustee of the Trust and no action has been taken, or to its knowledge has been proposed, to remove it as trustee of the Trust;

   (iv) the company has power under the Trust Deed to enter into this Agreement and comply with its obligations under this Agreement as part of the proper administration of the Trust by the Company as trustee;

   (v) all acts of internal management of the Trust in connection with this Agreement and the assumption by the Company of liability for the performance of its obligations in connection with this Agreement have been duly performed and all consents, authorisations and approvals required are in full force and effect; and

(vi) the Company has a right to be indemnified out of the assets of the Trust in respect of obligations and liabilities incurred by it under this agreement except to the extent of the Company's fraud, gross negligence or breach of trust.

11. Assignment

(a) The Company must not sell, transfer, novate, assign or similarly deal with ("**Dealing**") its interest in the Development except in accordance with the provisions of this clause 1111. Any purported Dealing in breach of this clause is of no effect.

(b) Subject to clause 11(c), the Company must not Deal with its rights or obligations under this Agreement without the prior written consent of WSC which consent must not be unreasonably withheld or delayed.

(c) The Company may Deal with its interest in the whole or any part of the Development, including any Development Stage ("**Relevant Part**"), to a Related Body Corporate ("**Related Assignee**") without requiring WSC's consent under this Agreement provided that:

(i) the Company delivers to WSC a deed of assignment or novation executed by the Company and the Related Assignee containing provisions under which:

(A) the Company's rights and obligations under this Agreement relating to the Relevant Part are assigned or novated to the Related Assignee on and from the date of the deed of assignment or novation or any other date specified in the deed (being the '**date of assignment**');

(B) the Related Assignee undertakes to pay all obligations of the Company under this Agreement relating to the Relevant Part arising on and from the date of assignment or novation; and

(C) the Related Assignee undertakes to pay WSC's reasonable costs in relation to the assignment or novation.

(ii) the Company has paid its liability for the Development Contributions calculated pro-rata at the date of assignment or novation (as if the date for payment were the date of assignment or novation, not 1 July).

12. Dispute Resolution

12.1 No arbitration or court proceedings

If a dispute arises out of this Agreement (**Dispute**), a Party must comply with this clause 12 before starting arbitration or court proceedings (except proceedings for interlocutory or other urgent relief).

12.2 Notification

(a) A Party claiming a Dispute has arisen must give the other Party to the Dispute notice setting out details of the Dispute. The Dispute Notice must:

(i) be in writing;

(ii) include or be accompanied by reasonable particulars of the Dispute including:

(A) a description of the circumstances in which the Dispute arose;

(B) references to any provisions of this document acts, errors or omissions of any person, relevant to the Dispute; and

(C) where applicable, the financial quantum in dispute and if not precisely known, the best estimate available.

12.3 Parties to resolve Dispute

During the 30 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 so requests.

12.4 Mediation

(a) If the Parties cannot resolve the Dispute within the 30 days, they must refer the Dispute to an accredited mediator if one of them so requests and the Parties must mediate the Dispute in accordance with the Mediation Rules the Australian Institute of Arbitrators and Mediators.

(b) If the Parties do not agree on a mediator, either Party may request the President of the Australian Institute of Arbitrators and Mediators select the mediator and determine the mediator's remuneration, the costs of which must be borne equally by the Parties.

(c) The Parties commit to adopting a spirit of goodwill and compromise, with an equal sharing of power, to reach a resolution within 60 days of appointment of the mediator.

12.5 Confidentiality

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 Incurred in Disputation

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 12.4.

(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 10.

(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) WSC 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) on the declaration by a court of competent jurisdiction that the Development Consent for the Development is invalid; or

(ii) at the end of the Term.

(b) In the event of termination of this Agreement, any funds that have been paid by the Company as Development Contributions prior to termination:

(i) can continue to be expended in accordance with the terms of this Agreement; and

(ii) are not refundable by WSC to the Company.

15. Review of this Agreement

(a) During the Term of this Agreement, the Parties agree to act in good faith and a spirit of co-operation and goodwill to promptly review and possibly amend or replace the Agreement if the Development Consent is the subject of a formal, material Modification (as defined herein) or a new but related Development Application in respect of the Project.

(b) WSC agrees that if the Development Consent is the subject of a Minor Modification (as defined herein), then the Development Contributions will not be increased (except for CPI adjustments).

(c) In the event that clause 15(a) is triggered and both Parties are unable to agree to amend or replace the Agreement, the Agreement shall remain in force.

(d) 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. Costs of Negotiating and Preparing the Agreement

The Company agrees to pay WSC's costs of $20,000 plus GST incurred in preparing, negotiating and executing this Agreement. These costs are to be paid within 30 days of the Commencement Date, provided a valid Tax Invoice for that amount is issued by WSC.

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 WSC, including but not limited to any statutory power or discretion of WSC relating to the assessment and determination of any Development Application for the Project (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

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 email, by hand, or 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:

Name **WSC**
Warrumbungle Shire Council

Attention: The General Manager

Address: 14-22 John Street, Coonabarabran NSW 2357

PO Box 191 Coonabarabran NSW 2357

Email: info@warrumbungle.nsw.gov.au

Name **Tilt Renewables Australia Pty Ltd as trustee for Liverpool Range Wind Farm Project Trust**
Attention: The Chief Executive Officer

PO Box 16080

Collins Street West, Melbourne

Victoria, Australia 8007

Email: liverpoolrangewindfarm@tiltrenewables.com

(c) is taken to be given and made:

(i) in the case of email, when a delivery or read receipt notice is received by the sender;

(ii) in the case of delivery by post, seven Business Days after the date of posting (if posted to an address in the same country) or ten Business Days after the date of posting (if posted to an address in another country); and

(iii) in the case of hand delivery, when delivered.

(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.

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.

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 all Parties.

20.5 Counterparts

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

20.6 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.

20.7 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 20.7(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 20.7(b)(i) or 20.7(b)(ii) applies.

20.8 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.

20.9 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: Requirements under Section 7.4 of the Act

The Parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the Voluntary Planning Agreement complying with the Act.

Requirement under the Act	This Voluntary Planning Agreement
Planning instrument and/or development application – [Section 7.4 (1)]. Tilt Renewables Australia Pty Ltd as trustee for Liverpool Range Wind Farm Project Trust (**Company**) has:	
sought a change to an environmental planning instrument	No
made, or proposes to make, a development application	Yes
entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies	No
Description of the land to which this Voluntary Planning Agreement applies- [Section 7.4 (3)(a)]	See definition of the 'Land' in Cl 1.1
Description of the development to which this Voluntary Planning Agreement applies – [Section 7.4 (3)(b)]	See the definition of 'Project' in Clause 1.1.
The nature and extent, timing and manner of delivery of Development Contributions required by this document – [Section 7.4 (3)(c)]	See clause 6 of this Agreement.
Applicability of Section 7.11 (an amenity or services contribution) and Section 7.12 (a fixed development levy) of the Act – [Section 7.4 (3)(d)]	The Development Contributions agreed to in this Agreement shall be in complete and final satisfaction of all obligations of the Company to make contributions including pursuant to section 7.11 and section 7.12 of the Act.
Applicability of section 7.24 (a special infrastructure contribution) of the Act – [Section 7.4 (3)(d)]	The application of section 7.24 of the Act is excluded.
Consideration of benefits under this Voluntary Planning Agreement if section 7.11 applies – [Section 7.4 (3)(e)]	The Development Contributions agreed to in this Agreement shall be in complete and final satisfaction of all obligations of the Company to make contributions including pursuant to section 7.11 and section 7.12 of the Act.
Mechanism for Dispute resolution – [Section 7.4 (3)(f)]	See clause 12 of this Agreement.

Requirement under the Act	This Voluntary Planning Agreement
Enforcement of this document – [Section 7.4 (3)(g)]	See clause 13 of this Agreement.
No obligation to grant consent or exercise functions – [Section 7.4 (9)]	See clause 17 of this Agreement.

Schedule 2: Explanatory Note

Tilt Renewables Australia Pty Ltd

and

Tilt Renewables Australia Pty Ltd as trustee for Liverpool Range Wind Farm Project Trust

and

Warrumbungle Shire Council

Introduction

The purpose of this Explanatory Note is to provide a plain English summary to support the notification of the proposed Voluntary Planning Agreement (**Voluntary Planning Agreement**) for the Project.

The note is prepared under Subdivision 2 of Division 7.1 of Part 7 of the *Environmental Planning and Assessment Act 1979* (NSW) (**Act**). For the avoidance of doubt, this Explanatory Note does not form part of the Voluntary Planning Agreement and does not bind any of the Parties.

This Explanatory Note has been prepared in accordance with section 205 of the *Environmental Planning and Assessment Regulation 2021* (NSW). It will be exhibited with a copy of the Agreement when the Agreement is made available for inspection by the public in accordance with the Act, as specified by section 205 of the Regulation.

By way of background, the original project was approved on 27 March 2018. The original Voluntary Planning Agreement between the parties was signed in July 2019. That approved project was not built. In March 2022 the Company submitted a Modification Application for the Project, which was approved on 23 October 2024. The revised Voluntary Planning Agreement at foot reflects changes in the scope and extent of the modified Project and the requirements of the Development Consent, and changes in government and industry policy since 2018-19.

Parties to the Voluntary Planning Agreement

There are three Parties to the Voluntary Planning Agreement; namely Warrumbungle Shire Council (**WSC**), Tilt Renewables Australia Pty Ltd as trustee for Liverpool Range Wind Farm Project Trust (**Company**) and Tilt Renewables Australia Pty Ltd. Tilt Renewables Australia Pty Ltd is a party to this revised Voluntary Planning Agreement in order to terminate the original Voluntary Planning Agreement.

The Company has made an offer to enter into a revised Voluntary Planning Agreement in connection with a Modification to a State Significant Development (SSD-6696) for the development of the Liverpool Range Wind Farm (**Development**).

The Company has negotiated the revised Voluntary Planning Agreement with WSC, in whose LGA the Development is to be partially located. To note, given some of the Development will be geographically located within the Upper Hunter Shire LGA, a Voluntary Planning Agreement has also been agreed by the Company with that Council.

Description of the Subject Land

The subject land to which this Voluntary Planning Agreement applies is specified in the Development Consent. The site of the Development is located between the towns of Coolah and Cassilis, within the Warrumbungle Shire and the Upper Hunter Shire local government areas (**LGAs**). The development corridor occupies approximately 9,000 ha, with a development footprint of approximately 1,800 ha.

Description of the Development Application (Proposed Development)

The Company has been granted approval to build, own and operate a modified Liverpool Range Wind Farm project on Land partially in the Warrumbungle Local Government Area, centred on the district of Coolah. It is also part of the Central-West Orana Renewable Energy Zone ('REZ') and Upper Hunter LGA. It is anticipated the facility will comprise up to 173 wind turbines (with approximately 80% located within the Warrumbungle LGA) with a capacity of approximately 7.2 MW each, with an estimated facility electricity generation capacity of approximately 1,250 MW.

Summary of Objectives, Nature and Effect of the Voluntary Planning Agreement

The objective of the Voluntary Planning Agreement is to facilitate the delivery of the Development Contributions to WSC for the provision of public benefits for communities that may experience impacts arising from the Project. The Voluntary Planning Agreement provides that the Company wishes to make, and WSC wishes to receive, Development Contributions primarily for the benefit of residents, ratepayers and communities in the Surrounding Area (as defined) and to do so efficiently and equitably through the management services provided by WSC, with input from the community and the Company.

The Company commits to paying to WSC Development Contributions to the value of $105 per MW per annum during construction, plus CPI from the last date of signing, commencing with the start of public road upgrades and $1,050 plus CPI per MW installed, per annum, during the operational life of the Project. As mentioned above, given some of the Project will be geographically located within the Upper Hunter Shire LGA, a Voluntary Planning Agreement has also been agreed by the Company with that Council and the funds will be proportionally allocated to the two Councils, based on the Project's MW capacity located in the respective LGAs.

In accordance with the Development Consent, the Development Contributions will be allocated as follows:

- 65% for Public Purpose Projects (as defined in the document);
- 30% for road maintenance (Project-impacted roads, as defined in the document); and
- Five per cent for administration costs.

Where the Project is constructed and operated in stages, the Development Contributions will be paid by the Company in line with the installed capacity of the relevant stage.

The operational life of the Project is estimated to be 30 years from the date the facility becomes operational through to when it is ultimately decommissioned. However, if the currently approved project operates beyond 30 years, then the annual Development Contributions plus CPI from the last date of signing this Voluntary Planning Agreement will continue to be paid to WSC.

A Planning Agreement Management Committee ('Committee') established by WSC will assist Council to manage the Voluntary Planning Agreement community funds provided by the renewable energy generation and storage projects located in the LGA. The Committee, chaired by the Mayor, will comprise two elected Councillors and four community representatives. The four community representatives will be appointed from the Affected Communities, as defined in the Voluntary Planning Agreement. In relation to the allocation of Development Contributions for Public Purpose Projects from this Project, it is desirable that a resident of the Coolah community is a member of the Committee. If no resident of the Coolah community is appointed then ideally a resident of Leadville or Uarbry is appointed.

When the allocation of the Development's funds is on the agenda, the Committee will seek prior input from the Company to assist the Committee in its decision making.

The Committee will make recommendations to Council on expenditure of Development Contributions reserved for Public Purpose Projects, with Council being the final determining body.

Assessment of Merits of Voluntary Planning Agreement

Purpose of the Voluntary Planning Agreement

In accordance with section 7.4, the Development Contributions, the subject of the Voluntary Planning Agreement will be applied to public purposes that will ensure the provision of public benefits.

WSC and the Company are of the view that the provisions of the Voluntary Planning Agreement provide a reasonable means of achieving positive public purposes for the impacted communities. The Development Contributions will assist WSC to provide material public benefits, including facilities and services, to these communities.

It is also acknowledged the Development will deliver significant social and economic benefits to the Warrumbungle LGA and the state of NSW more generally. These benefits and impacts are outlined in more detail in the Environmental Impact Statement and in the DPHI's Assessment Report.

How the Voluntary Planning Agreement Promotes the Elements of WSC's Charter

The Voluntary Planning Agreement promotes a number of elements of WSC's Charter under section 8 of the *Local Government Act 1993* (NSW). In particular, the Voluntary Planning Agreement, through the delivery of a public purposes and material public benefits, allows WSC to:

- provide directly or on behalf of other levels of government, after due consultation, adequate, equitable and appropriate services and facilities for the community and to ensure that those services and facilities are managed efficiently and effectively;
- exercise community leadership;
- bear in mind that it is the custodian and trustee of public assets and to effectively plan for, account for and manage the assets for which it is responsible; and
- keep the local community and the State government (and through it, the wider community) informed about its activities.

The Impact of the Voluntary Planning Agreement on the Public or any Section of the Public

WSC is one of four key LGAs that are part of the Central-West Orana Renewable Energy Zone ('REZ'). As at 2025 there are approximately 40 renewable energy generation/BESS/transmission projects planned for in or adjacent to the REZ, including ten in or immediately adjacent to the Warrumbungle LGA.

Development of the REZ is a substantial and transformative undertaking that will create uncertain cumulative impacts, both positive and negative, on the local and regional population. The environmental, social, and economic costs from said developments are unlikely to be isolated but rather may have consequences beyond the immediate districts where the developments are located.

WSC will be listening to and planning the needs of the Surrounding Area (as defined) as documented in applications and feedback to the Council's Planning Agreement Management Committee. The Voluntary Planning Agreement with the Company – and all other major generation/storage projects - will benefit the public and local communities through the delivery of public purposes and material public benefits.

How the Voluntary Planning Agreement Promotes the Public Interest

The Voluntary Planning Agreement promotes the public interest by committing the Company to make monetary contributions towards public purposes.

How the Voluntary Planning Agreement Promotes the Objects of the Act

Relevant Objects of the Act supported and promoted by this Voluntary Planning Agreement include:

- to promote the social and economic welfare of the community and a better environment by the effective management, development and conservation of the State's natural and other resources; and
- to promote the orderly and economic use and development of land.

The Voluntary Planning Agreement promotes these objects of the Act by requiring the Company to make monetary contributions towards public purposes.

Requirements in relation to Construction, Occupation and Subdivision Certificates

Clause 6 of the Voluntary Planning Agreement sets out the timing for the payment of the Development Contributions.

The Voluntary Planning Agreement does not specify any requirements that must be complied with prior to the issue of any Subdivision Certificate, Construction Certificate or Occupation Certificate.

On the matter of any other monetary contributions, none are likely to be required unless a related DA is submitted that requires Council's formal assessment and determination.

Interpretation of Voluntary Planning Agreement

This Explanatory Note is not intended to be used to assist in construing the Voluntary Planning Agreement.

Signing page

EXECUTED as an agreement.

Signed for
Tilt Renewables Australia Pty Ltd ACN 101 038 331 as trustee of the Liverpool Range Wind Farm Project Trust ABN 14 658 244 914
by its attorneys:

Catherine Ahlberg	Laurent Francisci
Attorney	Attorney
Catherine Ahlberg	Laurent Francisci
Full name (PRINT)	Full name (PRINT)
29 July 2026	30 July 2026
Date	Date

Signed for

Tilt Renewables Australia Pty Ltd

ACN 101 038 331

by its attorneys:

Catherine Ahlberg	Laurent Francisci
Attorney	Attorney
Catherine Ahlberg	Laurent Francisci
Full name (PRINT)	Full name (PRINT)
29 July 2026	30 July 2026
Date	Date

Signed by the authorised delegate for
Warrumbungle Shire Council
ABN 63 348 671 239

Signature of authorised delegate

LINDSAY EVAN MASON

Full name (PRINT)

20 JULY 2026

Date