



COMMUNITY BENEFIT AGREEMENT

Toowoomba Regional Council — Renewable Energy Projects | Template V3.0

Document Status	V3.0 — Final
Prepared by	Economic Development Branch, Toowoomba Regional Council
Framework	Planning Act 2016

THIS DEED

This Deed is made on the ____ day of August 2026.

PARTIES

(1) TOOWOOMBA REGIONAL COUNCIL ABN 99 788 305 360 of 4 Little Street, Toowoomba QLD 4350 (**Council**).

(2) RWE Cattle Creek Onshore Wind Pty Ltd ACN 681 745 960 of Suite 5, Level 9, 350 Collins Street, Melbourne VIC 3000, Australia (**Proponent**).

Each a **Party** and together the **Parties**.

RECITALS

A. The Proponent proposes to develop, commission, operate, repower (if applicable), decommission and rehabilitate the Land for the renewable energy project (**Project**).

B. The Project is located across two Local Government Areas. The Proponent has completed a social impact assessment for the Project, as defined in the Planning Act on the LBA Zone and the Western Downs Regional Council local government area.

C. The Proponent and the Council agree to enter into this Deed as a Community Benefit Agreement as defined in section 106Y of the Planning Act.

D. A Social Impact Assessment and associated Social Impact Management Plan have been or will be prepared in connection with the Project in accordance with Planning Act and relevant State guidance.

E. Council has adopted its Renewable Energy — Community Benefit Agreement Policy (**Council Policy**), which distinguishes between:

- project-specific, trigger-based, mandatory mitigation obligations to address direct and cumulative impacts, which are traceable to a finding in the SIA (**Mitigation Obligations**); and
- formula-based legacy benefit contributions paid into a Council-controlled Community Benefit Fund for the benefit of the targeted LBA Zone (**Legacy Benefits Contributions**).

F. The Parties agree that the Proponent is responsible for:

- complying with the Mitigation Obligations under this Deed, and that they will be monitored, reviewed and, where the Parties agree, may be subject to a variation of this Deed or further agreements between the Parties; and
- Legacy Benefits Contributions to be paid in accordance with the formula-based framework in this Deed.

G. Council acknowledges and accepts that the Proponent will enter into a separate community benefit agreement as defined by the Planning Act and provide financial contributions to Western Downs Regional Council, with the financial contributions to each council apportioned as set out in this Deed.

H. The Parties agree to be bound by the terms set out in this Deed.

PART 1 — DEFINITIONS, INTERPRETATION AND STATUS

1. Definitions

In this Deed, unless the context otherwise requires:

Abandon means in relation to the Project Use to abandon at law, such that the re-establishment of the Project use on the Land would constitute a material change of use of premises under the Planning Act, and “Abandoned” and “Abandonment” have a corresponding meaning.

Applicable Law means any present or future statute, regulation, statutory instrument, planning scheme, approval, permit, licence, authorisation, lawful direction, standard, code, guideline having legal force, order of a court, or requirement of any Authority applicable to the Project, the Proponent, Council, the Community Benefit Fund or this Deed.

Approval means an approval (including the Development Approval), authorisation, consent, exemption, licence, notarisation, permit or waiver, however it is described, required to be obtained from an Authority for the Project and/or the Use, and including any condition attaching to it and any renewal or amendment of it.

Authority means any federal, state or local government, statutory or other authority or body (or a department of an authority or body) or judicial entity charged with the administration of the law and having jurisdiction over the Project, the Proponent or the Land.

Business Day means a day other than a Saturday, Sunday or public holiday in Brisbane, Queensland.

Claim includes any action, demand, claim, proceeding, cost, liability, loss, damage, expense, penalty, fine or compensation of any kind.

Commissioning Date means the date on which the Project has completed its final hold point commissioning test to the satisfaction of the Australian Energy Market Operator and is able to export power from the Project to the national electricity market.

Community Benefit Fund means the dedicated Council-controlled fund established under this Deed to hold Legacy Benefits Contributions.

Community Benefit Liaison Group (CBLG) means the time-limited consultative forum within the LBA Zone established under this Deed.

Confidential Information means all information (whether or not in material form) that has been disclosed by one party to the other and which is considered by the disclosing party to be proprietary information, including (but not limited to) all information, communication or data, in any form, including, oral, written, graphic or electronic forms, models or samples, which the disclosing party identifies as confidential or which should reasonably be regarded in all the circumstances as confidential, including without limitation, business information, financial data, marketing data and trade secrets, but excludes information that:

- a) was lawfully in the possession of the other party for reasons unrelated to this Deed and not subject to an obligation of confidentiality on that party before the Formation Date; or
- b) is or, after the Formation Date, becomes available in the public domain (other than as a result of a breach of this Deed).

Construction Commencement Date means the date when the Project has obtained all permits and approvals necessary for the commencement of construction of the Development and the Development has achieved Financial Close as determined by the Proponent and has started the construction works.

Construction Phase means the period commencing on the Construction Commencement Date and ending on the Commissioning Date.

Council Policy means Council's Renewable Energy — Community Benefit Agreement Policy (Document No. 12436498v4, approved 18 November 2025) as amended from time to time, to the extent such amendment is consistent with Applicable Law and does not retrospectively alter accrued rights.

Cure Period means a reasonable period specified in a Default Notice having regard to the nature and seriousness of the default or, if none specified, a reasonable period having regard to the nature and seriousness of the default.

Date of Operational Works Approval means the date the development permit for operational work given by Council necessary for the Project takes effect under the Planning Act and Regulation.

Decommissioning Phase means the period commencing on cessation of commercial operations and upon commencement of decommissioning, removal and rehabilitation obligations under the Development Approval.

Deed means this community benefit agreement made under section 106Y of the Planning Act.

Default Notice means a notice given by a Party claiming default by the other Party under this Deed.

Development Application means the development application made under the Planning Act to the relevant assessment manager to seek the Development Approval for the Project.

Development Approval means the decision notice issued under the Planning Act authorising the Proponent to undertake and operate the Project.

Dispute means any dispute, controversy or Claim arising out of or in connection with this Deed, including any dispute concerning its existence, validity, interpretation, breach or termination.

End of Decommissioning means the date, as notified by the Proponent to the Council, in its absolute discretion, on which works or activities are completed to permanently remove Project infrastructure, including but not limited to turbines and associated infrastructure, and the Land is rehabilitated in accordance with requirements of the Development Approval.

Event of Default means a default event by one of the Parties under Part 11.

Event of Insolvency means liquidation, administration, receivership, scheme of arrangement with creditors, inability to pay debts as and when due, or any analogous event.

Financial Close means:

- a) the date on which (1) binding equity and/or debt commitments have been entered into that in aggregate provide sufficient funding for construction of the Project, and (2) all conditions precedent to those to those commitments have been satisfied or waived, and they have become unconditional; and
- b) the date on which the Construction Phase commences.

First Nations means Aboriginal peoples and Torres Strait Islander peoples.

Formation Date means the date the last Party validly executes this Deed.

Force Majeure Event has the meaning given to it in Part 12.

Governance Committee means the committee established under this Deed.

GST has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Indexation Ceiling means the maximum annual indexation adjustment applicable to Legacy Benefits Contributions.

Indexation Floor means the minimum annual indexation adjustment applicable to Legacy Benefits Contributions.

Initiatives mean the individual organisation or initiatives eligible to receive Legacy Benefit Contributions.

Land means the land identified in Appendix 1 and subject of this Deed, being 4058 Cecil Plains Moonie Road, Cattle Creek, Qld 4407 where the Project is to be located.

LBA Zone means a specific geographic zone within the local benefit area as determined by Council as identified in Appendix 2 made up of Zone 1, Zone 2a and Zone 2b as adjusted by Council from time to time in consultation with the CBLG and notified in writing to the Proponent, provided that no such amendment to the zones will be effective unless and until the Proponent confirms its acceptance of the amendment in writing, to which Legacy Benefits Contributions or Mitigation Obligations are targeted.

Legacy Benefits Contributions means the monetary contributions payable by the Proponent to the Council to be used for Initiatives for multi-year projects/programs that build long-term local benefits (jobs, skills, services, place) in accordance with Council Policy.

Local Benefit Area (LBA) means the host and impacted area defined in Appendix 2 for the purposes of ring-fencing and applying Legacy Benefit Contributions.

Minimum Strength Rating means the minimum long-term credit rating prescribed under the *Financial and Performance Management Standard 2019* for an approved security provider, provider of the type to which the security provider belongs.

Mitigation Obligation means a mandatory mitigation obligation under Part 4 of this Deed and Appendix 3.

Mitigation Table means the table reproduced in Appendix 3 of this Deed.

Operational Phase means the period commencing on the Commissioning Date and ending on commencement of the Decommissioning Phase.

Planning Act means the *Planning Act 2016* (Qld).

Precinct means the Millmerran/Cecil Plains renewable energy precinct as described in the Council Policy.

Project means the material change of use of the Land for the purpose of the proposed Cattle Creek Wind Farm being the construction and operation of a wind farm, battery energy storage system and associated infrastructure on the Land, as identified in the Development Application or Development Approval (as applicable) as may be amended or changed as a minor change under the Planning Act at any time for any reason.

Probity Principles means applicable laws and the general principles underpinning ethics and probity, including:

1. fairness and impartiality;
2. competitiveness of process;
3. non-discrimination;
4. transparency, accountability and consistency of process;
5. security and confidentiality; and
6. prompt identification and appropriate management of conflicts of interest, both actual and reasonably perceived

Project Suspension means a period during which the Proponent has temporarily ceased or materially curtailed Project activities (Construction Phase, commissioning or commercial operation) for commercial, regulatory, grid connection, financing or other reasons, as determined by the Proponent; with the Proponent's stated intention to recommence, and which has continued or is expected to continue for more than one hundred and eighty days (180) consecutive days. Project Suspension is distinct from Abandonment.

Recommencement Date means the date on which the Proponent resumes substantive Project activities following a Project Suspension in accordance with clause 8.

Regulation means the *Planning Regulation 2017 (Qld)*.

Review Event means a scheduled review or extraordinary review under Part 5.

Review Variation means a written variation to this Deed agreed following a Review Event.

Security means a bank guarantee, parent company guarantee, security deed or other security acceptable to Council under this Deed.

Social Impact Assessment (SIA) means the Social Impact Assessment prepared for the Project and any amendment, update or supplementary SIA as approved by Council.

Term means the period described in clause 6.1 of this Deed.

Termination Event means:

1. an Approval, including the Development Approval lapses or is surrendered, cancelled or revoked; and:
 - i. there is no lawful right to revive or reinstate the Approval or continue operating under the Approval, or to seek court orders to that effect; or
 - ii. where there is such a right:
 - A. the Proponent has provided written notice to Council that it does not intend to exercise such right (including by making a court application); or
 - B. if a court application has been made, the application is unsuccessful.
2. an Approval including the Development Approval is set aside or declared invalid by a court of competent jurisdiction;
3. the Project, Use or Land is substantially destroyed or materially damaged such that the Proponent determines that it is unable to complete the Project or operate the Use (including reinstating the Project, Use or Land) whether or not it is a Force Majeure Event, another event outside the Proponent's control occurs which prevents the Project proceeding or continuing, as determined in the Proponent absolute discretion;
4. the Use is Abandoned (including Abandonment by reason of the circumstances in paragraph 3 above); or
5. if funds paid as a result of this Deed are misappropriated by Council in contravention of the Probity Principles, used by Council for purposes that are not defined in this Deed or paid in contravention to applicable laws such as sanctions, and a repayment or reallocation of funds has not occurred in accordance with clause 56.

Use means the use of the Land for the proposed Development in accordance with the Development Approval.

2. Interpretation

- 2.1. Headings are for convenience only.
- 2.2. A reference to a person includes an individual, corporation, trust, partnership, Government Agency or other legal entity.

- 2.3. A reference to a statute includes all amendments, consolidations, replacements and subordinate instruments.
- 2.4. The words 'include' and 'including' are not words of limitation.
- 2.5. If a word is defined, other grammatical forms have a corresponding meaning.
- 2.6. If an obligation falls due on a day that is not a Business Day, it is due on the next Business Day.
- 2.7. This Deed must not be construed adversely to a Party merely because that Party prepared it.
- 2.8. Monetary amounts are in Australian dollars exclusive of GST unless stated otherwise.
- 2.9. Any schedules, appendices and attachments form part of this Deed.

3. Status of Deed

- 3.1. This Deed is intended to operate as a legally binding deed.
- 3.2. This Deed supplements, and does not limit or replace, any obligation imposed by Applicable Law, a Development Approval, licence, permit or other lawful requirement.
- 3.3. This Deed is a community benefit agreement as required by section 51(4)(b) and 106Z(1) of the Planning Act and entered into under Chapter 3, Part 6B, Division 4 of the Planning Act.

4. Acknowledgements

- 4.1. The Parties acknowledge and agree that:
 - (a) This Deed and any payment under this Deed is not made to exert any influence on potential decisions or views but solely due to the legal requirements arising out of the Planning Act and to assist with increasing the acceptance of the Proponent's Project within the LBA Zone.
 - (b) Council may request, advocate for, support or seek the imposition of conditions of Development Approval that reflect or complement Mitigation Obligations. Doing so does not constitute duplication, fettering or bad faith.
 - (c) Pursuant to sections 106Z(4) and 151 of the Planning Act, when negotiating this Deed, the Parties must act in good faith.
- 4.2. The Proponent expressly agrees that this Deed does not apply or operate in substitution for other obligations of the Proponent, including with respect to any conditions in the Development Approval requiring contributions for or construction of infrastructure not contemplated by this Deed.
- 4.3. Entry into this Deed does not constitute approval of the Project to the extent that any such power is conferred on the Council.
- 4.4. Compliance with this Deed does not relieve the Proponent from any other obligation to obtain or comply with any Development Approval, environmental approval, road use agreement, infrastructure agreement, licence, permit or statutory requirement.
- 4.5. Entry into this Deed does not constitute, imply or represent:
 - (a) any commitment, representation or assurance by Council that any Development Application will be approved or supported by Council;
 - (b) any indication of the Council position of any statutory assessment, public notification process or appeal; or
 - (c) any offset, trade or substitution for any statutory obligation of the Proponent.
- 4.6. The Council acknowledges and accepts that:
 - (a) The Proponent will separately enter into a Community Benefit Agreement as defined in the Planning Act with Western Downs Regional Council and will also provide separate financial contributions to the Western Downs Regional Council in accordance with that Community Benefit Agreement.
- 4.7. Legacy Benefits Contributions distribution will be informed by the Social Impact Assessment report as follows:
 - (a) During the Construction Phase:
 - i fifty per cent (50%) of the total Legacy Benefits Contributions to the Council; and
 - ii fifty per cent (50%) of the total of the Legacy Benefits Contributions to Western Downs Regional Council.

- (b) During the Operational Phase:
- i sixty per cent (60%) of the total Legacy Benefits Contributions to the Council; and
 - ii forty per cent (40%) of the total of the Legacy Benefits Contributions to Western Downs Regional Council.

PART 2 — PRELIMINARIES

5. Warranties

- 5.1. Each Party assures the other Party and warrants that:
- (a) it possesses the power and has full capacity to enter this Deed;
 - (b) it possesses the power to perform all of its obligations under the Deed;
 - (c) all necessary authorising action has been taken to enable it to enter the Deed and to perform its obligations (for example, the passage of any necessary resolutions);
 - (d) entering the Deed and performing its agreed obligations does not contravene any law.
- 5.2. Each Party acknowledges that the others enter this Deed in reliance upon those assurances.

PART 3 — COMMENCEMENT AND TERM

6. Term

- 6.1. This Deed commences on the Formation Date and continues in full force and effect until it terminates on the earlier of:
- (a) the date on which a refusal of the Development Application takes effect under the Planning Act;
 - (b) the date on which this Deed is terminated under clause 9 except in the case of Abandonment in which case the Deed terminates on the End of Decommissioning;
 - (c) End of Decommissioning; or
 - (d) the date the Parties agree, in writing to terminate this Deed.
- 6.2. The obligation of the Proponent to pay Legacy Benefit Contributions will be effective on Construction Commencement Date.
- 6.3. If the Development Approval lapses prior to the carrying out of any aspect of the Project, neither Party will have any further obligations to the other Party in relation to this Deed.

7. Project Suspension

- 7.1. In the event of Project Suspension:
- (a) the Proponent must give written notice to Council of the Project Suspension; and
 - (b) obligations under this Deed are to be suspended for the duration of the Project Suspension, provided the Proponent uses its best endeavours to implement any community safety and amenity measures that it can reasonably put in place during the Project Suspension.

8. Recommencement Following Project Suspension

- 8.1. The Proponent must give written notice to Council of the Recommencement Date at as soon as reasonably practical prior to the resumption of substantive activities and notify if the Parties need to meet to discuss:
- (a) Mitigation Table;
 - (b) Mitigation Obligations; or
 - (c) Security arrangements in clause 32.

9. Termination

- 9.1. Council may terminate this Deed by 30 Business Days written notice to the Proponent if:
- (a) a material Proponent Event of Default occurs and is not cured;

- (b) the Proponent suffers an Event of Insolvency;
 - (c) the Proponent Abandons the Project; or
 - (d) the Proponent repudiates this Deed.
- 9.2. The Proponent may terminate this Deed by 15 Business Days written notice to Council if a Termination Event has occurred, and the Proponent has given written notice to Council of the circumstances and date of such event and its intention to Abandon the Use on the date stated in the notice, together with evidence of the abandonment.
- 9.3. Subject to clause 6.1, if any of the above circumstances in this clause occurs, and the Deed is terminated under this clause, with the exception of clause 56, neither Party will have any further obligation to the other Party under this Deed.

PART 4 — MITIGATION OBLIGATIONS

10. Nature of Mitigation Obligations

- 10.1. The Parties must, at its own cost, perform each Mitigation Obligation (as applicable) in accordance with this Part 4, the Mitigation Table; and Applicable Law.
- 10.2. Legacy Benefits Contributions cannot be applied to satisfy Mitigation Obligations unless Council expressly agrees in writing.

11. Reporting and Records

- 11.1. The Proponent must provide Mitigation Obligation reporting to Council at the following frequency, subject to any specific reporting requirements identified in the Mitigation Table:
 - (a) quarterly during the Construction Phase;
 - (b) annually during the Operational Phase; and
 - (c) quarterly during the Decommissioning Phase.
- 11.2. The Proponent must maintain full and accurate records of all matters relevant to Mitigation Obligations for at least seven (7) years after completion of the relevant obligation.
- 11.3. At its own cost, Council may inspect, copy and audit those records on reasonable notice.

12. Proponent Audit

- 12.1. If requested by the Proponent (acting reasonably), the Council must, within twenty (20) Business Days of the request (or such other period as agreed by the Parties):
 - (a) provide the Proponent with evidence reasonably satisfactory to the Proponent that the Legacy Benefits Contributions have been applied solely for the purposes recorded in this Deed. Such evidence may include (without limitation) photographs, media or promotional materials, publications, receipts or other records;
 - (b) supply any further information reasonably requested by the Proponent; and
 - (c) provide reasonable assistance to the Proponent for the purpose of verifying and confirming compliance with this Deed.

13. Publicity

- 13.1. The Parties acknowledge and agree that the Council and the Proponent (or a related body corporate of the Proponent (within the meaning of the *Corporations Act 2001* (Cth))) may publish details of any payments in relation to any of the Legacy Benefits Contributions and Mitigation Table and Mitigation Obligation including but not limited to:
 - (a) periodic newsletters;
 - (b) other publications; or
 - (c) promotional material including the Party's website or social media.
- 13.2. The Council will provide such assistance as is reasonably requested by the Proponent (or a related body corporate of the Proponent (within the meaning of the *Corporations Act 2001* (Cth))) to obtain material (including photos and comments) regarding the allocation and/or utilisation of the Legacy Benefits Contributions including the content of the Initiatives for publication purposes.

- (a) The Council must notify the Proponent within a reasonable period of time prior to any announcement related to the expenditure of Legacy Benefits Contributions.
- (b) When the Council applies a Legacy Benefits Contributions made by the Proponent under this Deed, the Council must publicly and positively acknowledge the Proponent's role in funding the relevant infrastructure, projects, activities or other thing.
- (c) The form of public acknowledgment required by clause 13.2(b) is to be agreed by the Council and the Proponent (acting reasonably) and may include:
 - i the prominent inclusion of the Proponent's logo in any media release or announcement made by the Council about the relevant infrastructure, project, activity or other thing; and where appropriate,
 - ii a permanent sign recognising the Proponent's role in funding the relevant infrastructure, project, activity or other thing.
 - iii Council agrees and accepts that it must not use the Proponent name or logo in its publications without Proponent's written consent, consent not being unreasonably withheld.

PART 5. REVIEW OF MITIGATION OBLIGATIONS

14. Scheduled Review Events of Mitigation Obligations

- 14.1. Unless otherwise agreed in writing, the following scheduled Review Events apply to the Mitigation Obligations attached at Appendix 3:
 - (a) **Review 1 — Pre-construction:** prior to Construction Commencement Date.
 - (b) **Review 2 — Early construction:** within six (6) months after Construction Commencement Date.
 - (c) **Review 3 — Peak construction:** no earlier than 24 months after Construction Commencement Date but no later than 18 months prior to Operational Phase.
 - (d) **Review 4 — Transition to operations:** within (6) months prior to Operational Phase.
 - (e) **Review 5 — Operational phase reviews:** conducted at five (5) yearly intervals from the start of Operational Phase for the life of the Operational Phase. The first operational review occurs no later than five (5) years after the Commissioning Date. Subsequent reviews occur no later than five (5) years after the preceding operational review. Council and the Proponent may agree in writing to combine consecutive operational reviews, but no more than two consecutive reviews may be combined and the combined interval must not exceed eight (8) years.
 - (f) **Review 6 — Pre-decommissioning:** no later than twelve (12) months before the anticipated commencement of the Decommissioning Phase. The Proponent must give Council written notice of the anticipated decommissioning commencement date to enable this Review Event to be scheduled within the required window.
- 14.2. Upon written request at least forty (40) Business Days before a scheduled review date, the Proponent must provide all information and documentation reasonably required by Council as recorded in Appendix 3 for each Review Event at least ten (10) Business Days before the scheduled review date.

15. Extraordinary Review Events

- 15.1. Either Party may initiate an extraordinary review in writing at any time provided that it gives the other Party at least 30 Business Days notice.
- 15.2. However, a Party is not bound to participate in an extraordinary review event under clause 15.1.
- 15.3. An extraordinary review event under clause 15, cannot be triggered more than once per calendar year.

16. Scope of Review Events

- 16.1. Each Review Event may consider:
 - (a) whether Appendix 3 remains complete and fit for purpose;

- (b) effectiveness and timeliness of mitigation measures;
- (c) whether any Mitigation Table item should be escalated, reduced, closed, added or amended;
- (d) governance, reporting and administrative arrangements.

17. Review Event Process

- 17.1. Council may issue a review notice specifying the scope, reasonable information required, consultation process and a reasonable timetable.
- 17.2. The Proponent must provide all requested information within the timeframe stated as recorded in the Mitigation Obligations attached as Appendix 3.
- 17.3. Council may consult with LBA Zone, the CBLG, relevant officers, subject matter experts or other relevant stakeholders.
- 17.4. The Parties must participate and act reasonably in good faith.

18. Review Event Outcomes, Variations and Further Agreements

- 18.1. A Review Event may result in:
 - (a) no change;
 - (b) closure of completed Mitigation Obligations confirmed in writing by the Parties, both Parties acting reasonably; or
 - (c) a Review Variation;
- 18.2. For clarity, neither Party is obliged to agree to a Review Variation, add anything into the Mitigation Obligations or to enter into a further agreement about Project impacts.

19. Cumulative Impacts

- 19.1. The Parties acknowledge that the Project is one of multiple renewable energy projects in the LBA Zone, that cumulative social impacts may arise from the combined activity of those projects, and that Council coordinates the response to cumulative impacts in the public interest.
- 19.2. If at its own cost, Council establishes a Precinct Cumulative Impact Forum (**Forum**), which may be convened and chaired by Council, with secretariat support from Council's Economic Development Branch, the Proponent may:
 - (a) participate through a representative;
 - (b) attend the Forum at a frequency agreed by the Forum;
 - (c) engage in good faith with the Forum's agenda, including methodology development, indicator selection, baseline establishment, threshold setting and coordinated responses; and
 - (d) provide reasonable advance notice to Council of any operational change to the Project that may affect cumulative impact across the Precinct.
- 19.3. To assist the Forum in considering cumulative social impacts, Council may:
 - (a) establish a Precinct-level monitoring register tracking combined workforce, traffic and service demand from impacting projects;
 - (b) convene the Forum to consider proportionate apportionment of potential obligations across impacting projects;
 - (c) issue written notice to impacted communities inviting affected residents to provide evidence of cumulative impacts; and
 - (d) publish any methodology, indicator and threshold documents agreed by the Forum.
- 19.4. Where the Forum proposes a coordinated response involving multiple proponents (including without limitation a shared workforce accommodation arrangement, a shared road maintenance arrangement, a coordinated community engagement programme, a shared local services capacity augmentation, or a shared emergency services capacity contribution), the Proponent must:
 - (a) consider the proposal in good faith;

- (b) respond to Council in writing within 60 Business Days of receiving the proposal, identifying whether the Proponent agrees to participate, agrees in principle subject to specified conditions, or declines to participate;
 - (c) where the Proponent agrees or agrees in principle, negotiate operational arrangements in good faith and may enter into a further agreement with Council pursuant to clause 51 of this Deed; and
 - (d) where the Proponent does not respond in accordance with the time period specified in clause 19.4(b), be deemed to have declined to participate.
- 19.5.** For clarity, neither Party is obliged to enter into a further agreement about Project impacts under this clause.

PART 6 —LEGACY BENEFITS CONTRIBUTIONS

20. Contribution Obligation

- 20.1.** The Proponent must pay Legacy Benefits Contributions in accordance with the contribution formula recorded in Appendix 4 of this Deed.
- 20.2.** The Proponent acknowledges that Legacy Benefits Contributions are separate from:
 - (a) Mitigation Obligations;
 - (b) Fees and charges payable under this Deed;
 - (c) statutory obligations;
 - (d) direct payments to host landholders; and
 - (e) any voluntary benefit-sharing arrangements beyond the scope of this Deed
- 20.3.** The parties acknowledge that pursuant to section 106ZL(1)(a) and (2) of the Act, the Legacy Benefits Contributions paid under this Deed and any cost paid by the Proponent to the Council under clause 33 must be used for the purposes specified in this Deed.
- 20.4.** Except as expressly provided in this Deed, the Proponent has no responsibility or liability in respect of, or in connection with, the allocation, administration or application of the Legacy Benefits Contributions by Council, and nothing in this Deed is to be construed as giving the Proponent any control over, or approval role in relation to, those matters.

21. Commencement and Accrual

- 21.1.** Legacy Benefits Contributions:
 - (a) commence accruing from the Date of Operational Works Approval,
 - (b) continue during the Construction and Operational Phases, and
 - (c) cease at the End of Decommissioning.
- 21.2.** The Proponent must pay the Legacy Benefits Contributions within a 60 Business Day period from the Construction Commencement Date.

22. Indexation

- 22.1.** Legacy Benefits Contributions are indexed annually using the ABS Road & Bridge Construction Price Index (QLD).
- 22.2.** Indexation is to be applied prospectively and must not be deferred or waived except as expressly provided for in Appendix 4 or by written agreement of the Parties.
- 22.3.** Annual indexation is subject to an Indexation Floor of 0% and Indexation Ceiling (6%).
- 22.4.** If the ABS Road & Bridge Construction Price Index (QLD) is discontinued, Council may nominate a similar replacement index acting reasonably.

23. Payment Frequency and Invoices

- 23.1.** Unless otherwise agreed in Appendix 4, Legacy Benefits Contributions are payable quarterly in arrears.
- 23.2.** Council will issue tax invoices 30 Business Days after the end of the quarter immediately after the Operational Works Approval date for the first year and 30 Business Days after each quarter

thereafter, and the Proponent must pay by the due date stated in Council's tax invoice, which must not be less than 20 Business Days from the date of issue.

- 23.3.** A dispute regarding any component of a calculation does not relieve the Proponent of its obligation to pay any undisputed amount when due. The Proponent may dispute the balance in accordance with this Deed.

24. Pooling and Coordinated Regional Use

- 24.1.** Council may pool funds from multiple projects affecting the LBA Zone.
24.2. Any pooled arrangement must be disclosed in annual reporting by Council.
24.3. Any pooling by Council does not relieve the Proponent of any obligation under this Deed.

PART 7 — COMMUNITY BENEFIT FUND

25. Establishment

- 25.1.** Within 20 Business Days of Date of Operational Works Approval, Council must establish and maintain a dedicated Council-controlled Community Benefit Fund for Legacy Benefits Contributions.
25.2. Legacy Benefits Contributions and any income earned on them must be deposited into the Community Benefit Fund.
25.3. The Community Benefit Fund must be ring-fenced and separately accounted for from Council's general revenue.

26. Application of Funds

- 26.1.** Community Benefit Fund may only be applied for Initiatives demonstrably benefiting the LBA Zone, except where pooling or coordinated regional use is permitted under this Deed. The governing framework for the application of funds will otherwise be as determined by Council provided it complies with this Deed.
26.2. Funds must not be applied to unrelated Council projects outside the LBA Zone.
26.3. Council retains full financial control of all allocations. Council may consider advice from the Community Benefit Liaison Group but retains final decision-making authority.
26.4. Council must require reasonable acquittal, milestone reporting and evidence of expenditure for Community Benefit Fund allocations.

27. Council Obligations as Fund Holder

- 27.1.** Council must act honestly and in good faith; in accordance with the Probity Principles, maintain separate accounting records; use reasonable care in administration; apply funds only in accordance with this Deed and Applicable Law or sanctions regimes and ensure transparent reporting and accountability.
27.2. The Proponent releases Council from liability and any Claims it may have against Council for any reduction in value arising from lawful and prudent investment, inflation or market events, except to the extent caused by Council's fraud, wilful misconduct or unlawful conduct.

28. Council Reporting and Audit

- 28.1.** Council must prepare annual Community Benefit Fund statements and may procure annual independent audit of the Community Benefit Fund.
28.2. Council must publish annual community benefit agreement reporting including Legacy Benefits Contributions received; amounts paid by the Proponent under clause 33 and 34 of this Deed; pooled funding arrangements; broad categories of allocation; and a summary Mitigation Obligations implementation status.
28.3. The Council will actively monitor the Proponent and its compliance with its obligations under this Deed. Council's monitoring and reporting processes will include, but are not limited to:
(a) inclusion of a dedicated update within Council's Annual Report outlining relevant activities, outcomes, financials and progress under this Deed, including all relevant reporting obligations under section 189A of the *Local Government Regulation 2012* (Qld); and

- (b) Provision to the Proponent of an annual report by Council detailing the provision of the Legacy Benefit Contributions, including a summary of expenditure against Council infrastructure initiatives and projects. This must be provided to the Proponent within 30 days of the end of each year in which Legacy Benefits Contributions are paid.

29. Unspent Funds

- 29.1. The Parties agree that, upon termination under this Deed:
 - (a) Unallocated Legacy Benefits Contributions held in the Community Benefit Fund must be promptly refunded to the Proponent, after which all related obligations under this Deed cease; and
 - (b) any Legacy Benefits Contributions held by the Proponent remain its property, and no obligations, liabilities or claims arise in respect of those funds from that date.

30. Community Benefit Liaison Group

- 30.1. Within 20 Business Days of Date of Operational Work Approval, Council will establish a CBLG for the LBA Zone or a CBLG for each LBA Zone (being Zone 1, Zone 2a and Zone 2b).
- 30.2. The CBLG:
 - (a) must include a Council nominee as the Chair and community representatives from each LBA Zone;
 - (b) may include First Nations representatives and landholders from outside of the LBA Zone; and
 - (c) must have terms of reference determined by Council and which may be amended from time to time provided they are consistent with this Deed.
- 30.3. The CBLG has no decision-making authority. Its functions may include providing local insight on priorities and concerns; facilitating communication between Council, the Proponent and the community; informing Review Events; and assisting Council to understand local benefit preferences.
- 30.4. Any Proponent participation in the CBLG is as an observer only and does not include any voting or decision-making authority.
- 30.5. Council may dissolve the CBLG with written notice to members if it is reasonably satisfied that construction impacts in the LBA has stabilised to Council's satisfaction.

31. No Delegation to External Bodies

- 31.1. Unless Council resolves otherwise under Applicable Law, decisions concerning Community Benefit Fund allocations remain subject to Council's financial delegations and internal decision-making requirements.

PART 8 — SECURITY

32. Security Requirement

- 32.1. Not less than 30 Business Days prior to the anticipated Construction Commencement Date, the Proponent must give a bank guarantee (**Bank Guarantee**) to Council.
- 32.2. The Bank Guarantee must
 - (a) be from an Australian deposit taking institution with a long term credit rating that meets the Minimum Strength Rating (an **Approved Security Provider**);
 - (b) be in favour of the Council and in the amount of no less than the annual Legacy Benefits Contributions multiplied by three (3).
 - (c) be in form and content reasonably satisfactory to the Council per Appendix 5;
 - (d) have an expiry date not earlier than End of Decommissioning Phase;
 - (e) subject to clause 32.5, state that it is security for performance of the Proponent's obligations under this Deed;
 - (f) be payable:
 - i either in whole or in part;

- ii on written demand from or on behalf of the Council without reference or prior notice to the Proponent; irrespective of the performance or non-performance by the Proponent or the Council under this Deed;
 - iii despite any variation of this Deed; and
 - iv despite any notice given to the issuer not to pay to the Council any amount payable under the bank guarantee; and be irrevocable.
- 32.3. In respect of the Bank Guarantee to be provided by the Proponent:
 - (a) the Proponent must ensure that it is current and enforceable at all times;
 - (b) if it is given by any entity who ceases at any time to be an Approved Security Provider or whose long term credit rating falls below the Minimum Strength Rating, the Proponent must, within 14 Business Days of the security provider ceasing to be so or whose long term credit rating falls below the Minimum Strength Rating, provide to the Council a replacement Bank Guarantee from an entity which is an Approved Security Provider and otherwise complying with the requirements of this clause and:
 - (c) the replacement bank guarantee will be taken to be the Bank Guarantee required to be provided under this clause 32.1; and
 - (d) upon receipt of the replacement Bank Guarantee the Council will, in exchange, return to the Proponent the Bank Guarantee provided by the entity ceasing to be an Approved Security Provider; and
 - (e) The Council must return any Bank Guarantee to the Proponent not later than 20 Business Days after the end of the Term.
- 32.4. The Council's right to call on a Bank Guarantee provided by the Proponent is not in substitution for or derogation from any other rights the Council may have under this Deed or at law or in equity.
- 32.5. If:
 - (a) the Proponent is in default of its obligations under the Deed in relation to the Legacy Benefits Contributions; and
 - (b) Council has provided the Proponent with a Default Notice with which the Proponent has not complied,

Council may demand payment under the Bank Guarantee to compensate the Council for the loss suffered by the Council as a result of the Proponent's default provided Council has first given the Proponent not less than 5 Business Days' notice of its intention to call on the Bank Guarantee.

PART 9 – ADMINISTRATION CONTRIBUTION, FEES AND CHARGES

33. Costs

- 33.1. The Proponent is to pay to the Council reasonable legal fees of preparing, negotiating, executing, this Deed, and any document related to this Deed within 30 Business Days of receipt by the Proponent of a valid GST itemised invoice by the Council after the Formation Date.
- 33.2. The Proponent shall reimburse the Council, in the amount of 5% of the total value of the Legacy Benefit Contribution payable to the Council, once each calendar year, for the Council's reasonable costs directly incurred for Council's administration, governance, monitoring, due diligence, auditing, reporting, compliance, legal, financial, engagement and program management, any advisor or consultant costs associated with but not limited to;
 - (a) this Deed,
 - (b) any further document related to this Deed, including any cost associated with the establishment, monitoring, auditing and enforcing the Community Benefit Liaison Group.
 - (c) Reviews of the Social Impact Assessment Report;
 - (d) Social Impact Management Plan reviews;
 - (e) any reviews under Part 5 including any Extraordinary Review Events;
 - (f) any works related to the Precinct Cumulative Impact Forum in clause 19;
 - (g) any works related to the CBLG in clause 30; and
 - (h) any reporting requirements in accordance with clause 28 ('Reporting Costs').

- 33.3.** The Reporting Costs are to be paid by the Proponent to the Council annually in accordance with invoices given by Council under clause 23.2.
- 33.4.** For the avoidance of doubt, the reporting costs will also cover any costs associated with:
- (a) any independent review of the draft or amendment of this Deed,
 - (b) the Council's legal, probity, auditing and financial due diligence associated with this Deed, Social Impact Assessment Report or identifying Initiatives, and
 - (c) program administration and reporting functions.

34. Council Fees and Charges

- 34.1.** Fees and Charges recorded in clause 34.2 are separate from Legacy Benefits Contributions and the fees payable by the Proponent in clauses 33.1 and 33.2.
- 34.2.** Council will issue a tax invoice to the Proponent within 10 Business Days of the Formation Date for an amount of \$37,400.00 for the SIA assessment. The Proponent must pay Council the amount of \$37,400.00 within 20 Business Days of receiving the tax invoice.

PART 10 — ASSIGNMENT, CHANGE OF CONTROL AND SUCCESSORS

35. Proponent Transfer

- 35.1.** The Council agrees that the Proponent may assign, transfer, or otherwise deal with the Proponent's rights, duties, or obligations under this Deed to:
- (a) a related body corporate of the Proponent (within the meaning of the *Corporations Act 2001* (Cth)) or a partnership comprised of related bodies corporate of the Proponent;
 - (b) a joint venturer or partner of the Proponent in respect of the Project;
 - (c) debt financier engaged by the Proponent in respect of the Project; or
 - (d) any third party;
 - i subject to the Proponent having the incoming party entering into a deed of novation of this Deed with the Council to ensure that the incoming party is bound by the terms of this Deed, including providing the Bank Guarantee noted in this Deed and replacing the current Bank Guarantee with a substitute Bank Guarantee from the incoming party.
- 35.2.** The Council agrees that any assignment, transfer, or otherwise disposal of the whole or any part of the Proponent's interest in and rights and obligations under this Deed shall release the Proponent from any future obligations under this Deed on written advice that the Proponent has complied with clause 35.1.
- 35.3.** Subject to clause 56, any assignment, transfer or other dealing pursuant to this clause shall not entitle the Proponent to any refund or other payment of any money expended or paid prior to the disposal pursuant to this Deed.

PART 11 — DEFAULT, REMEDIES AND DISPUTE RESOLUTION

36. Proponent Events of Default

- 36.1.** Each of the following is a Proponent Event of Default:
- (a) failure to pay any amount due by the due date;
 - (b) material failure to comply with a Mitigation Obligation;
 - (c) failure to maintain Security.

37. Council Events of Default

- 37.1.** A Council Event of Default occurs if Council materially breaches this Deed and fails to remedy that breach within the Cure Period following a Default Notice from the Proponent, excluding any conduct protected by any exercise of statutory power.

38. Default Notice and Cure

- 38.1.** A Party claiming default must issue a Default Notice specifying:
- (a) the alleged default;
 - (b) the action required to remedy it;
 - (c) the Cure Period; and
 - (d) the consequence of failure to cure.

39. Remedies

- 39.1.** If a Proponent Event of Default occurs and is not cured, Council may: call on Security; recover amounts due as a debt; suspend approval of discretionary matters; terminate this Deed where the default is material and persistent; and seek specific performance, injunctive relief, damages or declaratory relief.
- 39.2.** Each remedy is cumulative and does not exclude any other remedy available at law.

40. Dispute Resolution

- 40.1.** This clause applies to any Dispute arising in connection with this Deed.
- 40.2.** A Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 40.3.** If a notice is given under clause 40.2 the Parties are to meet within 14 Business Days of the notice to attempt to resolve the Dispute. Each Party must use its reasonable endeavours and act in good faith to resolve the Dispute by discussion and negotiation.
- 40.4.** If the Dispute is not resolved within a further 20 Business Days, the Parties are to mediate the Dispute in accordance with the Mediation Rules of the Law Society of Queensland published from time to time.
- 40.5.** The mediation is to be conducted by a mediator agreed between the Parties, and failing agreement within 14 Business Days, the Parties are to request the President of the Law Society (President) to appoint a mediator.
- 40.6.** The Parties to the Dispute must co-operate fully with any reasonable requests of the mediator. If the Dispute is not resolved by mediation within a further 20 Business Days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the Dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in Queensland.
- 40.7.** Each Party is to bear its own costs arising from or in connection with the Dispute, including the appointment of a mediator and the mediation.
- 40.8.** The Parties are to share equally the costs of the President, the mediator, and the mediation.
- 40.9.** This clause does not prejudice the right of a Party to institute court proceedings to seek urgent injunctive or declaration relief in relation to matters arising under this Deed.
- 40.10.** Unless the subject of a Dispute makes performance impossible or unsafe, the Parties must continue to perform this Deed pending resolution. Undisputed payment obligations and undisputed Mitigation Obligations must continue.

PART 12 — FORCE MAJEURE AND CHANGE OF LAW

41. Force Majeure Event

- 41.1.** A Force Majeure Event means any event or circumstance, or a combination of events and/or circumstances, which:
- (a) is beyond the reasonable control of the affected Party;
 - (b) could not be avoided or prevented, and the effects of which could not be overcome, with due care and at reasonable expense by the affected Party; and
 - (c) prevents or delays, in whole or in part, the Project or the performance of any one or more of the obligations of the affected Party under this Deed, excluding inability to pay money, lack of finance or economic disadvantage.
- 41.2.** The affected Party must notify the other Party promptly with a written notice that:
- (a) sets out details of the Force Majeure Event;

- (b) identifies the nature and extent of any obligations under this Deed affected by the Force Majeure Event;
 - (c) advises the period of time during which the affected party estimates that it will not be able to perform or will be delayed in performing those obligations under this Deed;
 - (d) provides details of the action that it has taken or proposes to take to remedy or mitigate the impacts of the Force Majeure Event; and
 - (e) provides details of all insurance policies on which the affected party considers that it will be able to rely in making good any damage caused by the Force Majeure Event.
- 41.3.** A Party affected by a Force Majeure Event must:
- (a) take all reasonable steps to avoid, remove or limit the effects of the Force Majeure Event on its performance of the suspended obligations under this Deed as quickly as possible; and
 - (b) promptly re-commence performing the suspended obligations under this Deed as soon as reasonably possible.
- 41.4.** If a change in Applicable Law materially affects the operation of this Deed, either Party may request a meeting to consider amendments necessary to preserve the intent of this Deed so far as lawful and practicable.

PART 13 — MISCELLANEOUS PROVISIONS

42. Governing Law and Jurisdiction

- 42.1.** This Deed is governed by the law of Queensland and the Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.

43. Joint and Individual Liability and Benefits

- 43.1.** Except as otherwise set out in this Deed:
- (a) any agreement, covenant, representation, or warranty under this Deed by two or more persons binds them jointly and each of them individually; and
 - (b) any benefit in favour of two or more persons is for the benefit of them jointly and each of them individually.

44. Waiver

- 44.1.** The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Deed, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.
- 44.2.** A waiver by a Party is only effective if it:
- (a) is in writing;
 - (b) is addressed to the Party whose obligation or breach of obligation is the subject of the waiver;
 - (c) specifies the obligation or breach of obligation the subject of the waiver and the conditions, if any, of the waiver; and
 - (d) is signed and dated by the Party giving the waiver.
- 44.3.** Without limitation, a waiver may be expressed to be conditional on the happening of an event, including the doing of a thing by the Party to whom the waiver is given.
- 44.4.** A waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given and 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.
- 44.5.** For the purposes of this Deed, an obligation or breach of obligation the subject of a waiver is taken not to have been imposed on, or required to be complied with by, the Party to whom the waiver is given.

45. GST

- 45.1.** If GST is payable on any taxable supply under this Deed, the recipient must pay the GST amount in addition to the consideration otherwise payable, subject to receipt of a valid tax invoice.

46. Confidentiality, Disclosure and Privacy

- 46.1.** A Party receiving Confidential Information must keep it confidential and use it only for the purposes of this Deed.
- 46.2.** A Party may disclose Confidential Information where required by Applicable Law; to professional advisers, auditors, financiers and contractors bound by confidentiality obligations; where reasonably necessary to perform this Deed; or with the disclosing Party's consent.
- 46.3.** The Parties acknowledge that this Deed is a public document. Council may disclose this Deed, summaries, annual reporting and Community Benefit Fund reporting to the extent required by Applicable Law or Council policy.

47. Notices

- 47.1.** A notice must be in writing and delivered by hand, prepaid post or email to the address last notified by the recipient.
- 47.2.** A notice is deemed received: if by hand, on delivery; if by post, two (two) to five (5) Business Days after posting; if by email, when the sender's system records successful transmission without rejection (if sent after 5:00pm, deemed received the next Business Day).

48. Entire Deed

- 48.1.** This Deed contains everything to which the Parties have agreed in relation to the matters it deals with.
- 48.2.** No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent, or employee of that Party, before this Deed was executed, except as permitted by law.

49. Severability

- 49.1.** If a clause or part of a clause of this Deed can be read in a way that makes it illegal, unenforceable, or invalid, but can also be read in a way that makes it legal, enforceable, and valid, it must be read in the latter way.
- 49.2.** If any clause or part of a clause is illegal, unenforceable, or invalid, that clause or part is to be treated as removed from this Deed, but the rest of this Deed is not affected.
- 49.3.** If this Deed becomes illegal, unenforceable, or invalid because of any change to a law, the Parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Deed is entered into.

50. No Unlawful Fetter

- 50.1.** Nothing in this Deed unlawfully fetters Council in the exercise of any statutory power, discretion or duty.
- 50.2.** The Proponent acknowledges that Council may act in any lawful capacity, including as local government, asset owner, trustee, advocate, reporting body or participant in statutory processes, and that such action does not of itself constitute a breach of this Deed.

51. Further Acts and Agreements

- 51.1.** Each Party must promptly execute all documents and do all things that another Party from time-to-time reasonably requests to effect, perfect or complete this Deed and all transactions incidental to it.
- 51.2.** The Parties may, at any time and from time to time, enter into further written agreements relating to the subject matter of this Deed that are not inconsistent with this Deed for the purpose of implementing this Deed.

52. Amendment

- 52.1.** No amendment of this Deed will be of any force or effect unless it is in writing and signed by the Parties to this Deed.

53. Counterparts

- 53.1.** This Deed may consist of a number of copies, each signed by one or more parties to this Deed. If so, the signed copies are treated as making up the one document.
- 53.2.** This Deed is binding on the parties on the exchange of counterparts. Counterparts may be exchanged by email.

54. Electronic Execution

- 54.1.** The Parties acknowledge and agree that:
- (a) this document, including any counterpart, may be electronically signed, including through the use of software or a platform for the electronic execution of documents (electronically signed);
 - (b) any electronic signatures on this document are intended to bind the Party signing the document and to have the same legal force and effect as if the document was signed in wet ink;
 - (c) where this document has been electronically signed and printed:
 - i the printed copy is an original; and
 - ii the Parties agree to do all things reasonably requested by the other Party (such as obtaining consents, signing and producing documents signed in wet ink) to enable that Party to register this document or any ancillary document that gives effect to this document with a Government Agency.

55. Code of Conduct

- 55.1.** The Parties declare that they have codes of conduct, and/or other policies, applicable to their own business, that include without limitation, the need to take ethical and sustainable actions when conducting their business, the prohibition of any form of forced or child labour, the preservation of the environment, compliance with health and safety standards as well as respect for customers, employees, contractors and the communities established in places where the Parties carry out their activities. The Parties will support the principles of the Global Compact Initiative of the United Nations on human rights, labour relations, the environment and anti-corruption (www.unglobalcompact.org).
- 55.2.** The Parties hereby agree to comply with all laws, rules, regulations and conventions applicable to this Deed and to their own activities, in particular with competition and anti-trust, anti-money laundering and anti-corruption/anti-bribery legislations as well as foreign trade law, export control and sanction laws and to act with honesty, loyalty, integrity and good faith, avoiding conflicts of interest under and in connection with this Deed.
- 55.3.** Council (including its employees, representatives, subcontractors, and sales partners) shall observe all applicable domestic and foreign legal provisions, and avoid all actions that could result in the Proponent violating laws or being subject to penalties under Applicable Law.
- 55.4.** Either Party declares that, to the best of its knowledge, no known investigation concerning a violation of applicable laws in respect of the aspects addressed in the preceding paragraphs has been commenced and/or remains unresolved.
- 55.5.** Each Party must notify the other in writing within 10 Business Days if any investigation, inquiry or enforcement action of the kind referred to in clause 55.4 is commenced or threatened against it during the Term.

56. Repayment or Reallocation of Funds

- 56.1.** If any funds paid under this Deed are used or paid in contravention of the Probity Principles and used for purposes that are not defined in this Deed or paid in contravention to Applicable Laws such as sanctions, Council must promptly repay to the Proponent an amount equal to the funds so misapplied or reallocate the amount in accordance with this Deed.

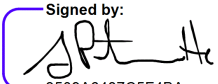
- 56.2.** Repayment or reallocation must be made within 20 Business Days of the later of the following:
- (a)** Council becoming aware, or being notified by the Proponent, of such misuse of funds; or
 - (b)** Where Council disputes the alleged misuse of funds, the date the Dispute is resolved under this Deed in a manner that confirms the misuse of funds.

EXECUTION

Executed as a Deed.

Executed for and on behalf of Toowoomba Regional Council ABN 99 788 305 360

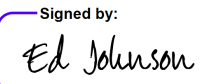
by its authorised delegate pursuant to *Local Government Act 2009* s.236, who certifies authority to sign, in the presence of a witness:

Signed by:

 Delegate Signature: 3509A6487C5F4BA

Full Name (print): Sal Petrocchio

Position: Chief Executive Officer

Date: 11/8/2026 | 13:07 AEST

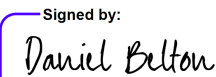
Signed by:

 Witness Signature: 8FE1C8A38A3C4D5

Witness Full Name: Ed Johnson

Date: 11/8/2026 | 15:56 AEST

Executed by RWE Cattle Creek Onshore Wind Pty Ltd ACN 681 745 960

by:

Signed by:

0683AB8810C94B9...
 Signature of Director

Daniel Belton
 Full name (print)

DocuSigned by:

66755558FBFD4E3...
 Signature of Director/Company Secretary

Peter Veljkovic
 Full name (print)

in accordance with section 127 of the *Corporations Act 2001* (Cth) where expressed to be executed by two directors **or** otherwise in accordance with section 126 of the *Corporations Act 2001* (Cth).



APPENDIX 1 — LAND

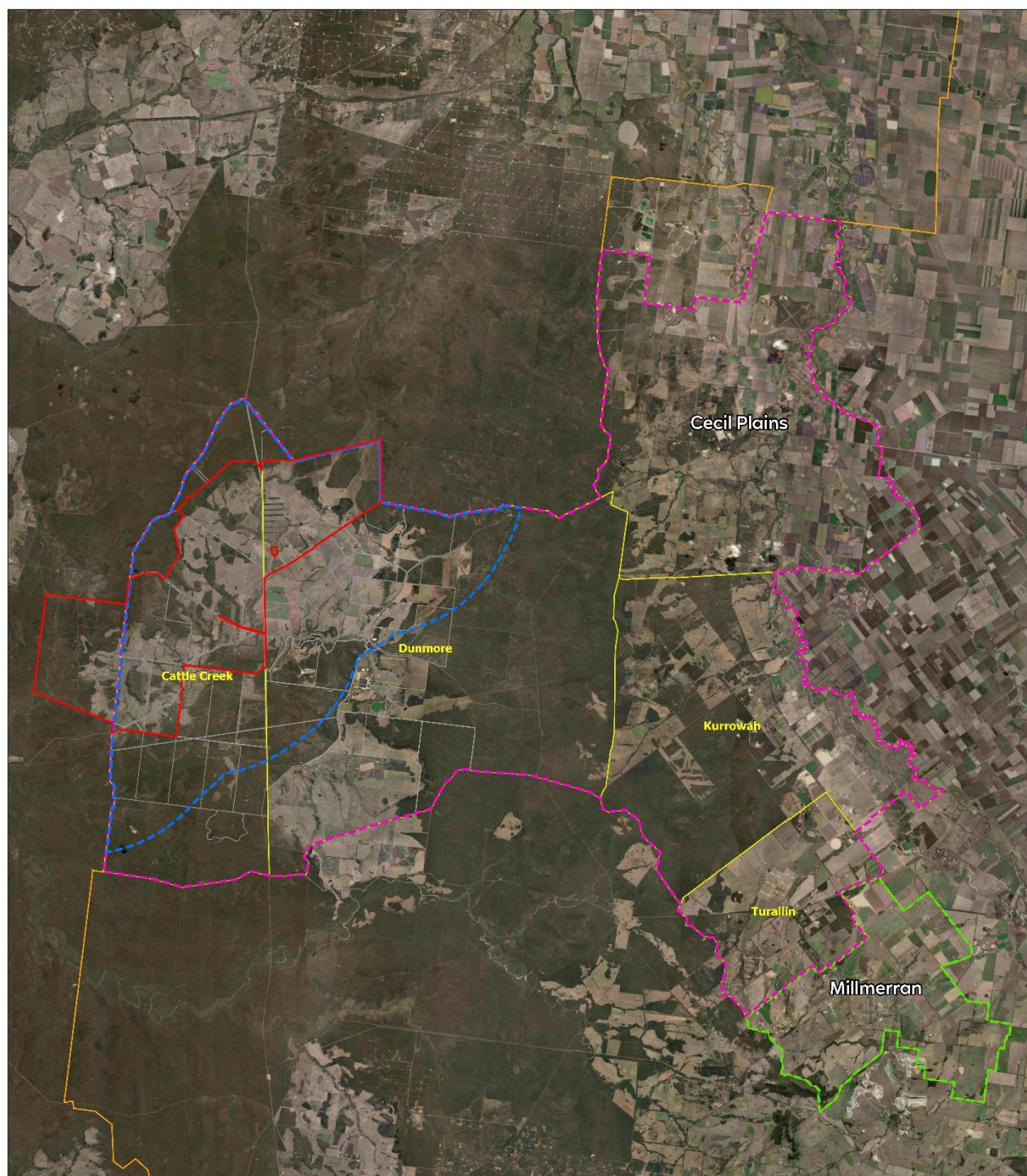
- Project location and full cadastral description

The Land

Lot	Plan
2	DY452
27	CP882781
2	DY831
2	RP174414
9	DY247
22	DY800
3	RP174414
16	SP201705
15	SP201705
1	RP174414
8	DY247
21	DY218
—	GSP112990
—	HSP112991
—	JSP109190

- Proposed Construction Commencement Date as at the date of this Deed: 2028

APPENDIX 2 — LOCAL BENEFIT AREA ZONE MAP



Legend

- Project Area
 Zone 2a
 Locality boundary
 Cadastral Parcels
- Zone 1
 Zone 2b
 Local Government area

**RWE Cattle Creek Onshore Wind Pty Ltd:
Cattle Creek Wind Farm and BESS**

Toowoomba Regional Council Local Benefit Area Zone

0 12 Km
GDA2020 MGA Zone 56

Produced By: BF

Reviewed By: HS

28/07/2026

CCWF_DEV_004A

DISCLAIMER: NOT FOR PUBLICATION

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APPENDIX 3 — MITIGATION TABLE

Cattle Creek Wind Farm | Community Benefit Agreement
Toowoomba Regional Council | Economic Development Branch | V1.0

Contents

Group 1 — Community Engagement and Social Infrastructure

- 1.1 Local community contact and project communication
- 1.2 Managing community concerns and complaints
- 1.3 Managing community wellbeing and psychosocial impacts
- 1.4 Traditional Owner engagement and participation
- 1.5 Supporting broad community participation and inclusion

Group 2 — Workforce Management and Local Employment

- 2.1 Managing construction workforce accommodation impacts
- 2.2 Supporting local residency for the operational workforce
- 2.3 Local industry participation and supply chain engagement
- 2.4 Managing workforce wellbeing and community service impacts
- 2.5 Managing serious workforce conduct incidents
- 2.6 Creating local workforce participation pathways

Group 3 — Environmental Amenity and Receptor Protection

- 3.1 Managing construction dust and receptor impacts
- 3.2 Managing operational noise and receptor impacts
- 3.3 Managing shadow flicker and receptor impacts
- 3.4 Managing Visual Amenity and Screening Measures
- 3.5 Managing night works and lighting impacts
- 3.6 Managing communications interference and receptor impacts
- 3.7 Managing aviation lighting and visual amenity impacts

Group 4 — Transport, Access and Natural Assets

- 4.1 Managing project traffic, road safety and local access impacts
- 4.2 Managing haulage routes and cumulative road impacts
- 4.3 Managing construction impacts on community events and local access
- 4.4 Managing impacts on community-valued natural assets

Group 5 — Land, Water and Biosecurity

- 5.1 Managing groundwater and bore water contamination risks
- 5.2 Managing bore water monitoring and impact response
- 5.3 Managing project coexistence with neighbouring agricultural operations
- 5.4 Managing project biosecurity and pest risk

Group 6 — Safety, Community Services and Landholder Confidence

- 6.1 Managing bushfire preparedness and BESS emergency response
- 6.2 Managing project waste and Council infrastructure impacts
- 6.3 Monitoring project impacts on local service capacity
- 6.4 Providing balanced information about property value impacts

Group 7 — Long-term Obligations

- 7.1 Decommissioning security transparency and review

Preamble

Purpose and status. This Appendix sets out the Proponent's binding Mitigation Obligations under the Deed. It operates as Appendix 3 and is incorporated into the Deed by reference. In the event of any inconsistency between this Appendix and the Deed body, the Deed body prevails. Capitalised terms used in this Appendix have the meanings given to them in the Deed.

Structure. This Appendix contains 31 binding Mitigation Obligations grouped across seven subject areas each obligation is presented in a six-cell format:

[x.x.1] Potential impacts	Sets out the potential social, environmental or community impact that the Obligation is designed to address. This cell provides interpretive context. It does not create a separate obligation but informs the construction of the operative duty in cell [x.x.3].
[x.x.2] When this obligation activates	Identifies the Project stage or event that triggers the obligation. Activation language is explained under Activation Framing below.
[x.x.3] What the accountable party must do	This cell contains the binding performance obligation. Where a Program is required, the duty is to implement and maintain that Program; the Proponent's obligation is not satisfied merely by preparing a document.
[x.x.4] How performance is measured	Sets out the performance standards against which compliance is assessed. These standards are binding and form the basis for Council's compliance assessment under the Deed.
[x.x.5] How performance is reported	Identifies the reporting frequency, content and notification obligations applicable to the Obligation. Reporting obligations in this cell supplement, and do not limit, the general reporting requirements in the Deed body.
[x.x.6] Who is accountable	Identifies the accountable party.

Obligation Types

Each Obligation carries an Obligation Type, which determines the nature of the duty and the standard of performance required. The three Obligation Types are defined as follows.

Community outcome	The accountable party must deliver the specified outcome or process for the benefit of the affected community. Where a Program is required, the accountable party must implement it, maintain it through the relevant project stage, and respond substantively to identified issues. It is not sufficient to prepare a document and take no further action. Performance is assessed against the standards in cell [x.x.4].
Council direct	The Proponent must deliver the specified outcome or process to Council's reasonable satisfaction. These obligations typically involve Council infrastructure, Council-managed services, or Council's statutory responsibilities. Performance is assessed by Council as the primary recipient and against the standards in cell [x.x.4]. Council must exercise its assessment role reasonably and in accordance with the Deed.
Best-effort	The Proponent must take all reasonable steps that a prudent and experienced infrastructure operator in comparable circumstances would take to achieve the described outcome, and must document those steps. Where a best-effort obligation includes a target or threshold, the Proponent must demonstrate that it has actively pursued that target and explain any shortfall. Failure to achieve the outcome is not of itself a breach, but failure to make genuine documented effort is.

Activation Framing

Each Obligation carries an Activation label that identifies when the obligation becomes binding. The three Activation framings have the following meanings.

Always binding	The obligation is binding from the Formation Date and continues for the duration of the relevant project phase or the full Project life, as specified in cell [x.x.2]. No further trigger event is required. Where a prerequisite action is identified in the header (for example, 'complaints pathway operational before first construction activity'), that action must be completed before the specified milestone occurs.
Binding at stage	The obligation becomes binding at the Project stage or milestone identified in cell [x.x.2] and in the header activation note. The Proponent must complete any prerequisite action (for example, implementing a program or completing a baseline assessment) before the identified stage is reached. Once activated, the obligation continues for the duration of the relevant phase unless otherwise specified.
Activated if needed	The obligation activates on the occurrence of the trigger event identified in cell [x.x.2] and in the header activation note (for example, a verified complaint, a monitoring exceedance, or reasonable evidence of project attribution). Where a baseline or pre-condition requirement is identified in the header, that pre-condition must be in place before the trigger may arise. Once activated, the obligation continues until the trigger condition is resolved or Council confirms the obligation is satisfied.

Local Benefit Area Zones

Each Obligation identifies the Local Benefit Area Zone or Zones to which it applies. Zone definitions are set out in Appendix 2 of the Deed. Where an Obligation applies to multiple Zones, performance is required across all identified Zones unless the obligation text specifies otherwise.

Reporting cadences

Reporting cadences specified within individual Obligations (quarterly, annual, at Review Events, on notification triggers) are binding performance standards forming part of the relevant Obligation. They supplement the general reporting framework in the Deed body and do not limit it.

Regulatory context

This Appendix is a contractual instrument. References to the Social Impact Assessment, State Codes and State Assessment and Referral Agency are held in Council's background material and do not form part of this Appendix. Compliance with this Appendix does not relieve the Proponent of any obligation under Applicable Law or any Development Approval.

The Mitigation Obligations begin on the following page.

Group 1 — Community Engagement and Social Infrastructure

1.1 — Local community contact and project communication	Type Community outcome Zone Zone 1, Zone 2A and Zone 2B Activation Always binding
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1.1.1 Potential impacts: Increased stress and anxiety due to project uncertainty and possible change to community identity and way of life.	1.1.2 Obligation timeframe: Commence after execution of the deed prior to construction
1.1.3 What the proponent must do: The Proponent must establish and maintain a Community and Stakeholder Engagement Plan (CSEP) throughout the Project life. The CSEP must include: • Accessible community contact pathways • Appropriately experienced community engagement personnel • An engagement presence within the Local Benefit Area during construction • Project information updates at key project milestones and material project changes • Notification processes for activities reasonably likely to affect Zone 1 & 2 residents, landholders and businesses • Enquiry recording and response procedures • Mechanisms for identifying and responding to recurring community information needs and concerns • Reporting to Council	1.1.4 How performance is measured: Performance measured by: • Maintenance of accessible contact pathways • Maintenance of a regular engagement presence during construction • Delivery of project updates at key project milestones and material project changes • Operation of enquiry response processes • Reporting of recurring community issues and engagement responses • CSEP requirements
1.1.5 How performance is reported: Quarterly during construction and annually during operations, the Proponent must provide Council with a Project report on items in 1.1.3.	1.1.6 Who is accountable: The obligations under this Deed bind the Proponent and any person who succeeds to, is assigned, or is novated the Proponent's interest in the Project under the Deed. While the Proponent is developing or operating the Project, the Proponent remains responsible for compliance with this obligation regardless of any contractor or subcontractor arrangements.

1.2 — Managing community concerns and complaints	Type Community outcome Zone Zone 1, Zone 2A and Zone 2B Activation Always binding
1.2.1 Potential impacts: Community concerns if complaints are not received, tracked or resolved consistently.	1.2.2 Obligation timeframe: Commence after execution of the deed prior to construction
1.2.3 What the proponent must do: The Proponent must establish, implement and maintain a documented Complaints Management Process that: • Is accessible to all community members • Provides multiple complaint submission pathways • Accepts complaints from any member of the community • Publishes acknowledgement, investigation and response service standards — acknowledging a complaint ordinarily within 5 business days, commencing investigation ordinarily within 20 business days, and providing a substantive response ordinarily within 30 business days (having regard to complexity) • Provides escalation pathways for unresolved complaints • Records and tracks complaints through to closure • Identifies recurring community concerns, complaint themes and unresolved material issues • Identifies opportunities for improvement in Project management and community engagement practices • Protects complainant privacy through de-identified reporting	1.2.4 How performance is measured: Performance measured by: • Operation of the Complaints Management Process • Published acknowledgement and response service standards • Maintenance of complaint records and closure status • Identification and reporting of recurring complaint themes • Identification and reporting of unresolved issues • Implementation of corrective actions where recurring issues are identified
1.2.5 How performance is reported: Quarterly during construction and annually during operations, the Proponent must provide Council with a report on items in 1.2.3	1.2.6 Who is accountable: The obligations under this Deed bind the Proponent and any person who succeeds to, is assigned, or is novated the Proponent's interest in the Project under the Deed. While the Proponent is developing or operating the Project, the Proponent remains responsible for compliance with this obligation regardless of any contractor or subcontractor arrangements.

1.3 — Managing community wellbeing and psychosocial impacts	Type Community outcome Zone Zone 1, Zone 2A and Zone 2B Activation Always binding
1.3.1 Potential impacts: Decreased community social cohesion because of possible stress, anxiety and frustration.	1.3.2 Obligation timeframe Commence after execution of the deed prior to construction
1.3.3 What the proponent must do: The Proponent must implement and maintain community-wellbeing measures throughout construction and operations. The Proponent must: • Maintain referral pathways for community members seeking information about available support services • Undertake community information and engagement activities designed to improve understanding of Project activities, upcoming changes and available community support mechanisms • Monitor recurring themes arising through complaints, engagement activities and other Project interactions • Periodically review community engagement activities to identify whether adjustments may assist in reducing recurring concern themes or improving community understanding of Project activities • Where recurring concern themes are identified across consecutive reporting periods, consider and implement reasonable engagement, communication or community support measures proportionate to the nature of those concerns • Maintain a dedicated Community Liaison Officer, and a community shopfront or office providing local access to Project information, during pre-construction and construction	1.3.4 How performance is measured: Performance measured by: • Implementation and maintenance of the community-wellbeing measures • Maintenance of current support service information and referral pathways • Operation of community information and engagement activities • Identification and monitoring of recurring community concern themes • Periodic review of community engagement effectiveness • Implementation of reasonable engagement, communication or community support measures where recurring concern themes are identified
1.3.5 How performance is reported: Quarterly during construction and annually during operations, the Proponent must provide Council with a report on items in 1.3.3.	1.3.6 Who is accountable: The obligations under this Deed bind the Proponent and any person who succeeds to, is assigned, or is novated the Proponent's interest in the Project under the Deed. While the Proponent is developing or operating the Project, the Proponent remains responsible for compliance with this obligation regardless of any contractor or subcontractor arrangements.

1.4 — Traditional Owner engagement and participation	Type Community outcome Zone Zone 1, Zone 2A and Zone 2B Activation Binding at stage
1.4.1 Potential impacts: Loss of or decline in cultural heritage value contributed by possible disruptions to sites and landscapes of cultural heritage significance.	1.4.2 Obligation timeframe: Prior to construction until the end of operation.
1.4.3 What the proponent must do: Subject to any confidentiality obligations contained within agreements with the relevant Traditional Owner Group, the Proponent shall: • Use reasonable endeavours to enter into agreements with the relevant Traditional Owner Group regarding how land use activities can be managed to avoid or minimise harm to Aboriginal or Torres Strait Islander cultural heritage being a Cultural Heritage Management Plan (CHMP) or equivalent. • Notify Council of the execution of CHMP or equivalent with the relevant Traditional Owner Group • Report participation initiatives and outcomes, including aggregated or de-identified information where detailed disclosure is restricted by confidentiality obligations	1.4.4 How performance is measured: Performance measured by: • Notification to Council of executed CHMP or equivalent with the relevant Traditional Owners within a reasonable period of time but not before registration (if applicable) • Engagement activities undertaken
1.4.5 How performance is reported: Quarterly during construction and annually during operations, the Proponent must provide Council with a report on items in 1.4.3 including notification of any executed agreement with the relevant Traditional Owner Group.	1.4.6 Who is accountable: The obligations under this Deed bind the Proponent and any person who succeeds to, is assigned, or is novated the Proponent's interest in the Project under the Deed. While the Proponent is developing or operating the Project, the Proponent remains responsible for compliance with this obligation regardless of any contractor or subcontractor arrangements.

1.5 — Supporting broad community participation and inclusion	Type Community outcome Zone Zone 1, Zone 2A and Zone 2B Activation Always binding
1.5.1 Potential impacts: Reduced social cohesion if project participation, engagement and communications do not reach a broad cross-section of affected communities.	1.5.2 Obligation timeframe: Commence after execution of the deed prior to construction
1.5.3 What the proponent must do: The Community and Stakeholder Engagement Plan (CSEP) will include measures to ensure engagement, participation and information opportunities are available across Zone 1, Zone 2 communities. The CSEP must: • Support inclusive community engagement across affected communities • Monitor and document community engagement activities, employment and procurement pathways, and other community-facing Project initiatives • Identify recurring concerns relating to community participation, inclusion, awareness of opportunities or perceived exclusion from Project engagement activities • Review whether the extent to which Project information, engagement activities and participation opportunities are reaching a broad cross-section of affected communities • Where recurring concerns regarding participation or inclusion are identified across consecutive reporting periods, undertake a participation review and identify reasonable measures that may improve community awareness, accessibility or participation opportunities	1.5.4 How performance is measured: Performance measured by: • Implementation of the Community Inclusion Process in the CSEP • Maintenance of inclusive community engagement processes • Reporting of participation trends across engagement, employment and procurement activities • Identification of recurring participation or inclusion concerns • Completion of participation reviews where recurring concerns are identified • Implementation of reasonable measures to improve awareness, accessibility or participation opportunities where appropriate
1.5.5 How performance is reported: Quarterly during construction and annually during operations, the Proponent must provide Council with a report on items in 1.5.3	1.5.6 Who is accountable: The obligations under this Deed bind the Proponent and any person who succeeds to, is assigned, or is novated the Proponent's interest in the Project under the Deed. While the Proponent is developing or operating the Project, the Proponent remains responsible for compliance with this obligation regardless of any contractor or subcontractor arrangements.

Group 2 — Workforce Management and Local Employment

2.1 — Managing construction workforce accommodation impacts	Type Community outcome Zone Zone 1, Zone 2A and Zone 2B Activation Always binding
2.1.1 Potential impacts: Reduced availability and affordability of rental accommodation; and reduced availability and affordability of short-term accommodation for visitors and contractors.	2.1.2 Obligation timeframe: Commence after execution of the deed prior to construction
2.1.3 What the proponent must do: The Proponent must develop, maintain and implement a Construction Workforce Accommodation Plan prior to workforce mobilisation. The Plan must: • Explore the option of a dedicated on-site construction workforce accommodation facility, or an equivalent or more protective arrangement, that does not rely on local long-term rental or short-term accommodation within the Local Benefit Area • Identify measures intended to minimise reliance on local long-term rental housing and short-term accommodation within the Local Benefit Area • Identify workforce accommodation requirements and delivery timeframes • Identify contingency accommodation arrangements • Identify how accommodation outcomes will be monitored during construction • Document local long-term rental and short-term accommodation availability within the Local Benefit Area prior to workforce mobilisation, and identify how overflow will be monitored and reported against that baseline • Be reviewed at each reporting period during construction The Proponent is encouraged to collaborate with Council to explore suitable accommodation options to support the growth in the region	2.1.4 How performance is measured: Performance measured by: • Implementation of the Construction Workforce Accommodation Plan • Delivery of workforce accommodation arrangements identified in the Plan • Monitoring of overflow impacts • Review of accommodation arrangements where material Project-attributable accommodation pressures are identified
2.1.5 How performance is reported: Quarterly during construction, the Proponent must provide Council with a report on items in 2.1.3	2.1.6 Who is accountable: The obligations under this Deed bind the Proponent and any person who succeeds to, is assigned, or is novated the Proponent's interest in the Project under the Deed. While the Proponent is developing or operating the Project, the Proponent remains responsible for compliance with this obligation regardless of any contractor or subcontractor arrangements.

2.2 — Supporting local residency for the operational workforce	Type Best-effort Zone Zone 1, Zone 2A and Zone 2B Activation Binding at stage
2.2.1 Potential impacts: A predominantly non-resident operational workforce may limit the long-term local economic and social benefits the Project can provide to the region.	2.2.2 Obligation timeframe: Before operational workforce recruitment commences and continues throughout the first five years of operations.
2.2.3 What the proponent must do: The Proponent must develop and implement an Operational Workforce Local Residency Strategy that: • Sets a local-residency objective informed by the forecast operational workforce headcount and role types • Identifies and implements reasonable measures to encourage operational workforce residency in the Toowoomba Region where reasonably practicable • Advertises and sources operational roles on a local-first basis, including a pathway for suitably skilled members of the local construction workforce and local training participants to move into operational roles • Provides prospective employees, at the point of advertising and before any offer is made, with information on local housing, services, education, recreation and community facilities • Monitors and reports local residency outcomes during the first five operational years. Where local residency outcomes remain materially below objectives across consecutive reporting periods, the Proponent must review the contributing factors and identify reasonable additional measures that may improve local residency outcomes.	2.2.4 How performance is measured: Performance measured by: • Implementation of the Operational Workforce Local Residency Strategy before operational recruitment commences • Setting of a local-residency objective • Local-first advertising and sourcing, including the construction-to-operations pathway • Provision of local settlement information to prospective employees before any offer is made • Monitoring and reporting of operational workforce residency outcomes against the objective • Completion of reviews where residency outcomes remain materially below objectives.
2.2.5 How performance is reported: Annually during the first five operational years, the Proponent must provide Council with a report on items in 2.2.3.	2.2.6 Who is accountable: The obligations under this Deed bind the Proponent and any person who succeeds to, is assigned, or is novated the Proponent's interest in the Project under the Deed. While the Proponent is developing or operating the Project, the Proponent remains responsible for compliance with this obligation regardless of any contractor or subcontractor arrangements.

2.3 — Local industry participation and supply chain engagement	Type Community outcome Zone Toowoomba Region LGA / Zone 2 / Zone 1 Activation Binding at stage
2.3.1 Potential impacts: Local businesses and suppliers may face barriers accessing opportunities to participate in the Project's supply chain and economic activity.	2.3.2 When this obligation activates: Commences prior to EPC/BoP contract execution and continues throughout procurement of construction and early operations where supply chain and procurement activities remain active.
2.3.3 What the proponent must do: The Proponent must develop and implement a Local Procurement Plan, in consultation with the Council, that establishes structured, transparent and commercial pathways for capable local and regional businesses to participate across relevant tiers of the Project supply chain. Within the Local Procurement Plan, the Proponent will give preference — where capability and commercial terms are comparable — to businesses within the Local Benefit Area, then to the broader Toowoomba Region, before sourcing from outside the region. The Local Procurement Plan must include: • Engagement with relevant bodies as determined by the Proponent including Council's Economic Development Branch, ICN Queensland and regional industry bodies • A publicly accessible process for suppliers to register interest in Project opportunities • Procurement packaging approaches supporting SME accessibility where commercially and technically feasible • Contractor participation requirements • Reporting of local participation outcomes by supply chain tier Where recurring local participation shortfalls are identified, the Proponent must review the barriers and identify reasonable measures to improve participation outcomes.	2.3.4 How performance is measured: Performance measured by: • Implementation of the Local Procurement Plan prior to major procurement activities • Completion of supply chain mapping; operation of the publicly accessible supplier registration process; engagement with ICN Queensland and regional industry bodies • Reporting of local participation outcomes • Completion of reviews where recurring participation shortfalls are identified
2.3.5 How performance is reported: Quarterly during construction and annually during operations, the Proponent must provide Council with a report on items in 2.3.3	2.3.6 Who is accountable: The obligations under this Deed bind the Proponent and any person who succeeds to, is assigned, or is novated the Proponent's interest in the Project under the Deed. While the Proponent is developing or operating the Project, the Proponent remains responsible for compliance with this obligation regardless of any contractor or subcontractor arrangements.

2.4 — Managing workforce wellbeing and community service impacts	Type Community outcome Zone Zone 2A — Primary Impact Town and Zone 2B — Service Town Activation Binding at stage
2.4.1 Potential impacts: Large temporary construction workforces may place pressure on local health, emergency and community services, and on worker wellbeing, if not appropriately managed.	2.4.2 Obligation timeframe: Prior to construction until commissioning.
2.4.3 What the proponent must do: The Proponent must implement a Workplace Health and Safety Plan and induction including: • Accessible workforce health and wellbeing support arrangements • Emergency response and escalation procedures • Worker induction and behavioural expectations • Contractor workforce management requirements • Recreational and welfare facilities supporting workforce wellbeing • Measures to minimise unreasonable pressure on local health and emergency services where reasonably practicable Where material project-attributable pressures on local health, emergency or community services are identified, the Proponent must engage with the relevant service providers to identify reasonable responses.	2.4.4 How performance is measured: Performance measured by: • Implementation of workforce wellbeing and support measures prior to major workforce mobilisation • Operation of worker induction and behavioural management systems • Availability of health and emergency response arrangements • Engagement with relevant service providers where material project-attributable service pressures are identified
2.4.5 How performance is reported: Quarterly during construction, the Proponent must provide Council with a report on items in 2.4.3.	2.4.6 Who is accountable: The obligations under this Deed bind the Proponent and any person who succeeds to, is assigned, or is novated the Proponent's interest in the Project under the Deed. While the Proponent is developing or operating the Project, the Proponent remains responsible for compliance with this obligation regardless of any contractor or subcontractor arrangements.
2.5 — Managing serious workforce conduct incidents	Type Community outcome Zone Zone 1, Zone 2A and Zone 2B Activation Binding at stage / Activated if needed
2.5.1 Potential impacts: If serious workforce misconduct occurred and it was not managed quickly and transparently, this could impact community confidence, safety and trust.	2.5.2 Obligation timeframe: Commences prior to construction

2.5.3 What the proponent must do: The Proponent must: • Implement a code of conduct policy • Establish contractor and subcontractor compliance obligations • Undertake incident reporting and escalation • Ensure effective response (including temporary suspension or removal from site pending investigation) Where a serious workforce conduct incident the Proponent must notify Council as soon as reasonably practicable following initial incident-management actions.	2.5.4 How performance is measured: Performance measured by: • Program implemented prior to mobilisation • Conduct obligations incorporated into contractor and subcontractor arrangements • Incident reporting and escalation operating • Material incidents notified to Council • Corrective actions implemented
2.5.5 How performance is reported: Quarterly during construction, the Proponent must provide Council with a report on items in 2.5.3 including: workforce conduct incidents, investigation outcomes, contractor compliance activities, recurring behavioural issues identified, and corrective actions implemented. The Proponent must also notify Council of any serious workforce conduct incident as soon as reasonably practicable following initial incident-management actions.	2.5.6 Who is accountable: The obligations under this Deed bind the Proponent and any person who succeeds to, is assigned, or is novated the Proponent's interest in the Project under the Deed. While the Proponent is developing or operating the Project, the Proponent remains responsible for compliance with this obligation regardless of any contractor or subcontractor arrangements.

2.6 — Creating local workforce participation pathways	Type Best-effort Zone Zone 2A, Zone 2B and Toowoomba Region LGA Activation Binding at stage
2.6.1 Potential impacts: Local workers may face barriers accessing opportunities to participate in Project employment and workforce development pathways.	2.6.2 When this obligation activates: Commences prior to construction until operations
2.6.3 What the proponent must do: The Proponent must develop and include: • A local employment or workforce plan with structured and transparent pathways for local workforce participation across Zone 1, Zone 2A, Zone 2B and the broader Toowoomba Region LGA • A local recruitment hierarchy that prioritises recruitment in order of Zone 1, then Zone 2A, then Zone 2B, then the broader Toowoomba Region LGA • Local recruitment and workforce visibility measures • Pathways supporting apprenticeships, traineeships and entry-level employment • Contractor workforce participation requirements • Reporting of local workforce participation outcomes Where recurring local workforce participation shortfalls are identified, the Proponent must review the barriers (if any) and identify reasonable measures to improve participation outcomes.	2.6.4 How performance is measured: Inclusion of the local workforce as part of the local procurement plan prior to major workforce mobilisation; • Engagement with training providers and industry bodies • Delivery of local recruitment and workforce participation activities • Reporting of workforce participation outcomes • Completion of a review of barriers and reasonable measures to improve participation outcomes where recurring shortfalls are identified
2.6.5 How performance is reported: Quarterly during construction and annually during operations, the Proponent must provide Council with a report on items in 2.6.3.	2.6.6 Who is accountable: The obligations under this Deed bind the Proponent and any person who succeeds to, is assigned, or is novated the Proponent's interest in the Project under the Deed. While the Proponent is developing or operating the Project, the Proponent remains responsible for compliance with this obligation regardless of any contractor or subcontractor arrangements.

Group 3 — Environmental Amenity and Receptor Protection

3.1 — Managing construction dust and receptor impacts	Type Community outcome Zone Zone 1 — Physical Receptor Zone Activation Binding at stage / Activated if needed
3.1.1 Potential impacts: Construction earthworks, haulage and related activities may generate dust, which may affect nearby residences, farming operations, roads and amenity.	3.1.2 When this obligation activates: Commences prior to construction until operations
3.1.3 What the proponent must do: The Proponent must implement: • Construction dust management measures included into the Construction and Environmental Management Plan incorporating proactive dust mitigation during elevated dust conditions • Complaint response and investigation processes • Review of recurring receptor concerns • Communication with affected landholders where material dust impacts are identified Where construction activities are contributing to recurring dust impacts on nearby receptors, the Proponent must undertake reasonable adaptive mitigation.	3.1.4 How performance is measured: Implementation of: • The dust management program prior to earthworks • Operation of proactive dust mitigation during elevated-risk conditions • Responsiveness to receptor complaints within documented service standards • Completion of substantiated complaint investigations; • Review of recurring concerns
3.1.5 How performance is reported: Quarterly during construction, the Proponent must provide Council with a report on items in 3.1.3	3.1.6 Who is accountable: The obligations under this Deed bind the Proponent and any person who succeeds to, is assigned, or is novated the Proponent's interest in the Project under the Deed. While the Proponent is developing or operating the Project, the Proponent remains responsible for compliance with this obligation regardless of any contractor or subcontractor arrangements.

3.2 — Managing operational noise and receptor impacts	Type Community outcome Zone Zone 1 — Physical Receptor Zone Activation Binding at stage / Activated if needed
3.2.1 Potential impacts: Operational noise from turbines may be heard by nearby residents and rural receptors, reducing amenity, particularly under certain weather and operating conditions.	3.2.2 Obligation timeframe: Commences prior to construction until operations
3.2.3 What the proponent must do: The Proponent must: • Implement noise monitoring in accordance with the Development Application conditions • Operational noise monitoring and reporting undertaken during at least the first 12 months of operation against the applicable operational noise criteria, with continuing monitoring where required thereafter • Complaint response and investigation processes, review of recurring receptor concerns, and communication of investigation outcomes and applicable compliance standards to affected receptors • Provide information to Council to evidence that it meets stated criteria under the development conditions	3.2.4 How performance is measured: Implementation of the development conditions • Operational noise measurement prior to commissioning • Completion of required baseline and operational monitoring • Responsiveness to receptor complaints within documented service standards • Review of recurring receptor concerns • Communication of investigation outcomes; and reporting of operational noise outcomes
3.2.5 How performance is reported: Annually during operations, the Proponent must provide Council with a report on items in 3.2.3.	3.2.6 Who is accountable: The obligations under this Deed bind the Proponent and any person who succeeds to, is assigned, or is novated the Proponent's interest in the Project under the Deed. While the Proponent is developing or operating the Project, the Proponent remains responsible for compliance with this obligation regardless of any contractor or subcontractor arrangements.

3.3 — Managing shadow flicker and receptor impacts	Type Community outcome Zone Zone 1 — Physical Receptor Zone Activation Binding at stage / Activated if needed
3.3.1 Potential impacts: Shadow flicker from turbines may affect nearby receptors under certain weather, seasonal and operational conditions.	3.3.2 Obligation timeframe: Commences prior to commissioning and continues until operations.
3.3.3 What the proponent must do: The Proponent must implement: • A Shadow Flicker assessment in accordance with the Development Approval requirements - receptor-level modelling and disclosure of predicted shadow flicker to potentially affected receptors • Complaint response and investigation processes • Timely technical assessment of reported impacts • Remediation measures where project attribution is reasonably confirmed • Provide information to council of evidence that it meets stated criteria. Remediation measures are receptor-level and operational (for example, screening) and do not require turbine curtailment or shutdown.	3.3.4 How performance is measured: Performance measured by: • Receptor-level modelling completed prior to commissioning • Predicted impacts disclosed to affected receptors • Complaints responded to within documented service standards • Technical investigations completed where required • Remediation measures implemented for confirmed project-attributable impacts
3.3.5 How performance is reported: Annually during operations, the Proponent must provide Council with a report on items in 3.3.3	3.3.6 Who is accountable: The obligations under this Deed bind the Proponent and any person who succeeds to, is assigned, or is novated the Proponent's interest in the Project under the Deed. While the Proponent is developing or operating the Project, the Proponent remains responsible for compliance with this obligation regardless of any contractor or subcontractor arrangements.

3.4 — Managing Visual Amenity and Screening Measures	Type Community outcome Zone Zone 1 — Physical Receptor Zone Activation Binding at stage / Activated if needed
3.4.1 Potential impacts: Project infrastructure may create visual amenity impacts for nearby rural receptors.	3.4.2 Obligation timeframe: Commences prior to construction until operations
3.4.3 What the proponent must do: The Proponent must: • Complete a Landscape and Visual Impact Assessment including photomontage offer processes for identified adjacent neighbours • Undertake consultation on appropriate measures should tolerance under the State Code requirements be exceeded • Implement agreed measures within agreed timeframes • Review additional mitigation where recurring concerns are identified • Ensure transparent communication regarding the assessment undertaken and the limitations of available mitigation where residual visual impacts cannot be fully mitigated This obligation operates in addition to, and does not duplicate or limit, any visual amenity or landscape assessment or condition under the Development Approval. The Proponent shares the relevant assessment findings with Council and affected receptors, and provides the community-facing measures set out above.	3.4.4 How performance is measured: Performance measured by: • Implementation of the photomontage process prior to construction adjacent to identified receptors • Provision of measures with adjacent neighbours • Agreed measures within agreed timeframes • Responsiveness to recurring visual amenity concerns • Review of additional mitigation opportunities where appropriate
3.4.5 How performance is reported: Quarterly during construction and annually during operations, the Proponent must provide Council with a report on items in 3.4.3.	3.4.6 Who is accountable: The obligations under this Deed bind the Proponent and any person who succeeds to, is assigned, or is novated the Proponent's interest in the Project under the Deed. While the Proponent is developing or operating the Project, the Proponent remains responsible for compliance with this obligation regardless of any contractor or subcontractor arrangements.

3.5 — Managing night works and lighting impacts	Type Community outcome Zone Zone 1 — Physical Receptor Zone Activation Activated if needed
3.5.1 Potential impacts: Construction night works and associated lighting may affect nearby receptors.	3.5.2 Obligation timeframe: Commences prior to Construction.
3.5.3 What the proponent must do: The Proponent must implement a Construction Environmental Management Plan that includes night works and lighting management including: • Advance notification of significant night works to adjacent neighbour receptors • Lighting management measures to minimise unnecessary light spill where reasonably practicable • Complaint response and investigation processes • Review of practical mitigation options for identified lighting impacts at specific receptors.	3.5.4 How performance is measured: Performance measured by: • Implementation of night works lighting in the Construction and Environmental Management Plan prior to relevant night works • Provision of advance notification of significant night works to adjacent neighbour receptors • Operation of lighting management measures; responsiveness to lighting-related complaints within documented service standards.
3.5.5 How performance is reported: Quarterly during construction, the Proponent must provide Council with a report on items in 3.5.3	3.5.6 Who is accountable: The obligations under this Deed bind the Proponent and any person who succeeds to, is assigned, or is novated the Proponent's interest in the Project under the Deed. While the Proponent is developing or operating the Project, the Proponent remains responsible for compliance with this obligation regardless of any contractor or subcontractor arrangements.

3.6 — Managing communications interference and receptor impacts	Type Community outcome Zone Zone 1, Zone 2A and Zone 2B Activation Binding at stage / Activated if needed
3.6.1 Potential impacts: Turbines and ancillary infrastructure may, in some circumstances, affect television, radio, internet or other communications services at nearby properties.	3.6.2 Obligation timeframe: Commences prior to construction until commissioning.
3.6.3 What the proponent must do: The Proponent must undertake an Electromagnetic Interference Study and incorporate recommendations to minimise impact including: • Complaint response and investigation processes for potential project-related interference • Timely assessment of reported issues • Remediation where project attribution is confirmed by RWE, which may include signal boosting, alternative service arrangements or other technically appropriate solutions. Where investigations do not confirm project attribution, the Proponent must communicate the findings. Proponent shares the relevant assessment findings with Council and affected receptors and provides the community-facing measures set out above.	3.6.4 How performance is measured: Performance measured by: • Responsiveness to interference complaints within documented service standards • Completion of investigations where required • Implementation of reasonable remediation for confirmed project-attributable impacts; and reporting compliance under the Deed.
3.6.5 How performance is reported: Quarterly during construction and annually during operations, the Proponent must provide Council with a report on items in 3.6.3	3.6.6 Who is accountable: The obligations under this Deed bind the Proponent and any person who succeeds to, is assigned, or is novated the Proponent's interest in the Project under the Deed. While the Proponent is developing or operating the Project, the Proponent remains responsible for compliance with this obligation regardless of any contractor or subcontractor arrangements.

3.7 — Managing aviation lighting and visual amenity impacts	Type Best-effort Zone Zone 1 — Physical Receptor Zone Activation Binding at stage
3.7.1 Potential impacts: CASA-required aviation lighting may create ongoing visual amenity impacts for nearby rural receptors.	3.7.2 Obligation timeframe: Commences prior to commissioning.
3.7.3 What the proponent must do: The Proponent must deliver CASA-required aviation lighting in the least amenity-intrusive manner reasonably available and: • Inform Council of applicable aviation lighting specifications required under the relevant development approval (if any); • apply the minimum lighting intensity, number and night-time conspicuity permitted under applicable aviation safety requirements, including red rather than white lighting and synchronised flashing where permitted; • Minimise light spill toward ground-level receptors to the extent permitted by applicable safety requirements; • Respond to light-nuisance complaints within documented service standards and implement additional mitigation where reasonably available; and • Provide affected receptors and the community with plain-language information on the lighting requirements and mitigation measures.	3.7.4 How performance is measured: Performance measured by: • The Proponent must deliver CASA-required aviation lighting in the least amenity-intrusive manner reasonably available and; • Inform Council of applicable aviation lighting specifications required under the relevant development approval (if any); • apply the minimum lighting intensity, number and night-time conspicuity permitted under applicable aviation safety requirements, including red rather than white lighting and synchronised flashing where permitted; • Minimise light spill toward ground-level receptors to the extent permitted by applicable safety requirements; • Respond to light-nuisance complaints within documented service standards and implement additional mitigation where reasonably available; and • Provide affected receptors and the community with plain-language information on the lighting requirements and mitigation measures.
3.7.5 How performance is reported: Annually during operations and at each Review Event, the Proponent must provide Council with a report on items in 3.7.3	3.7.6 Who is accountable: The obligations under this Deed bind the Proponent and any person who succeeds to, is assigned, or is novated the Proponent's interest in the Project under the Deed. While the Proponent is developing or operating the Project, the Proponent remains responsible for compliance with this obligation regardless of any contractor or subcontractor arrangements.

Group 4 — Transport, Access and Natural Assets

4.1 — Managing project traffic, road safety and local access impacts	Type Council direct Zone Zone 1, Zone 2A and Zone 2B Activation Binding at stage
4.1.1 Potential impacts: Construction and haulage activities may affect local roads, including school-bus movements, agricultural traffic, property access and oversize and overmass (OSOM) vehicle movements.	4.1.2 Obligation timeframe: Commences prior to Construction.
4.1.3 What the proponent must do: The Proponent must implement a Traffic Management Plan consistent with approved traffic management and transport requirements, including: • Haulage coordination, school transport interface management, agricultural traffic coordination • Advance notification to affected landholders where access may be impacted • Procedures for OSOM vehicle movements • Traffic incident response and escalation.	4.1.4 How performance is measured: Performance measured by: • Implementation of the traffic management plan prior to Construction • Operation of school transport and agricultural traffic coordination measures • Advance notification to affected landholders where required • Management of traffic incidents and corrective actions; and reporting.
4.1.5 How performance is reported: Quarterly during construction, the Proponent must provide Council with a report on items in 4.1.3	4.1.6 Who is accountable: The obligations under this Deed bind the Proponent and any person who succeeds to, is assigned, or is novated the Proponent's interest in the Project under the Deed. While the Proponent is developing or operating the Project, the Proponent remains responsible for compliance with this obligation regardless of any contractor or subcontractor arrangements.

4.2 — Managing haulage routes and cumulative road impacts	Type Council direct Zone Zone 1, Zone 2A and Zone 2B Activation Binding at stage
4.2.1 Potential impacts: Heavy haulage may affect local road networks through pavement wear, intersection stress, drainage impacts and accelerated deterioration, with impacts amplified where multiple major projects operate concurrently in the precinct.	4.2.2 Obligation timeframe: Commences prior to construction.
4.2.3 What the proponent must do: The Proponent must implement conditions identified through its Development Approval and an Infrastructure Agreement under the Act. This must include: • RPEQ-certified fit-for-purpose assessment of proposed haulage routes • Route condition baselining through a dilapidation survey prior to use • Identification and delivery of required road upgrades and mitigation works • Ongoing road condition monitoring during active haulage • Timely inspection and rectification of project-attributable road impacts • Restoration of affected routes consistent with agreed make-good requirements following construction.	4.2.4 How performance is measured: Performance measured by: • Completion of RPEQ-certified route assessments prior to heavy haulage • Delivery of required upgrade and mitigation works • Establishment of route condition baselines prior to use • Ongoing inspection and maintenance during active haulage • Timely rectification of project-attributable impacts • Restoration of affected routes following construction • Implementation of agreed cumulative impact coordination where applicable
4.2.5 How performance is reported: Quarterly during construction and on completion of major haulage activities, the Proponent must provide Council with a report on items in 4.2.3	4.2.6 Who is accountable: The obligations under this Deed bind the Proponent and any person who succeeds to, is assigned, or is novated the Proponent's interest in the Project under the Deed. While the Proponent is developing or operating the Project, the Proponent remains responsible for compliance with this obligation regardless of any contractor or subcontractor arrangements.

4.3 — Managing construction impacts on community events and local access	Type Community outcome Zone Zone 1, Zone 2A and Zone 2B Activation Binding at stage / Always binding
4.3.1 Potential impacts:	4.3.2 Obligation timeframe:

Construction activity may affect tourism, recreation, community events and local access through road closures, haulage and scheduling conflicts	Commences prior to construction until commissioning.
4.3.3 What the proponent must do: The Proponent must include a Community Event and Local Access section where possible in the Traffic Management Plan including: • Identification of significant tourism, recreation and community event periods and seasonal activities • Consideration of these periods in construction scheduling and traffic planning • Advance notification to affected communities and event organisers • Coordination pathways with Council, event organisers and affected landholders • Response procedures for unplanned access disruptions or closures affecting local communities or community events.	4.3.4 How performance is measured: Performance measured by: • Completion of community event identification prior to major construction scheduling • Implementation of advance notification and consultation • Operation of local access management procedures during construction • Responsiveness to unplanned access disruptions
4.3.5 How performance is reported: Quarterly during construction, the Proponent must provide Council with a report on items in 4.3.3.	4.3.6 Who is accountable: The obligations under this Deed bind the Proponent and any person who succeeds to, is assigned, or is novated the Proponent's interest in the Project under the Deed. While the Proponent is developing or operating the Project, the Proponent remains responsible for compliance with this obligation regardless of any contractor or subcontractor arrangements.

4.4 — Managing impacts on community-valued natural assets	Type Best-effort Zone Zone 1, Zone 2A and Zone 2B Activation Binding at stage
4.4.1 Potential impacts: Construction may affect natural areas, vegetation, waterways and landscape features that hold ecological, recreational, cultural or community value.	4.4.2 Obligation timeframe: Commences at DA submission until commissioning.

4.4.3 What the proponent must do: The Proponent must implement development conditions identified through the Natural Hazard Risk Assessment, Stormwater Assessment and Erosion Risk Assessment. The conditions include: • Consideration of identified assets during project layout refinement and construction planning • Appropriate protection and monitoring measures during nearby works • Advance notification where works may affect identified assets • Rehabilitation or restoration consistent with agreed environmental management requirements.	4.4.4 How performance is measured: Performance measured by: • Communication of natural asset identification with Council, landholder engagement and Council planning processes prior to relevant construction • Implementation of agreed protection and monitoring measures • Operation of rehabilitation and restoration where required • Responsiveness to identified deterioration or impact events
4.4.5 How performance is reported: Quarterly during construction and following rehabilitation activities, the Proponent must provide Council with a report on items in 4.4.3.	4.4.6 Who is accountable: The obligations under this Deed bind the Proponent and any person who succeeds to, is assigned, or is novated the Proponent's interest in the Project under the Deed. While the Proponent is developing or operating the Project, the Proponent remains responsible for compliance with this obligation regardless of any contractor or subcontractor arrangements.

Group 5 — Land, Water and Biosecurity

5.1 — Managing groundwater and bore water contamination risks	Type Community outcome Zone Zone 1 — Physical Receptor Zone Activation Binding at stage / Activated if needed
5.1.1 Potential impacts: Construction involving fuels, chemicals, concrete works and earth disturbance may create risks to groundwater and nearby bore supplies.	5.1.2 Obligation timeframe: Commences prior to construction until commissioning.
5.1.3 What the proponent must do: The Proponent must implement a Construction Environmental Management Plan (CEMP) and conditions required by the Development Assessment including: • Water assessment undertaken, hazardous material management measures • A response process activated on a potential contamination event or reasonable suspicion of project-related groundwater contamination. The Plan must include timely notification to affected landholders and Council, engagement of suitably qualified hydrogeological expertise where investigation is required, and remediation planning where project-attributable contamination is reasonably confirmed.	5.1.4 How performance is measured: Performance measured by: • Completion of CEMP • Water assessments prior to relevant construction • Implementation of hazardous material management measures • Responsiveness to potential contamination events • Timely notification and investigation of spills • Engagement of qualified hydrogeological expertise where required • Remediation where project attribution is reasonably confirmed.
5.1.5 How performance is reported: Quarterly during construction, the Proponent must provide Council with a report on items in 5.1.3.	5.1.6 Who is accountable: The obligations under this Deed bind the Proponent and any person who succeeds to, is assigned, or is novated the Proponent's interest in the Project under the Deed. While the Proponent is developing or operating the Project, the Proponent remains responsible for compliance with this obligation regardless of any contractor or subcontractor arrangements.

5.2 — Managing bore water monitoring and impact response	Type Community outcome Zone Zone 1 — Physical Receptor Zone Activation Binding at stage / Activated if needed
5.2.1 Potential impacts: Excavation, dewatering, piling and groundwater interaction may affect nearby bore supplies.	5.2.2 Obligation timeframe: Commences prior to construction until commissioning.
5.2.3 What the proponent must do: Should bore water be identified as a suitable source of supply, the Proponent must implement a Bore Water Monitoring and Impact Response Program including: • Project-funded bore baseline assessments offered to adjacent landowners and undertaken by suitably qualified specialists, determined by the Proponent in its absolute discretion • Periodic monitoring during construction • Complaint response and investigation for potential project-related bore impacts • Remediation where project attribution is reasonably confirmed (which may include bore modification, alternative water supply or other technically appropriate responses) • Provision of interim water supply as soon as reasonably practicable, as determined by the Proponent in its absolute discretion where a participating bore is rendered unusable, by a project-attributable impact reasonably confirmed by independent specialist from the Proponent.	5.2.4 How performance is measured: Performance measured by: • Completion of baseline assessments prior to Construction Commencement • Implementation of monitoring during construction • Responsiveness to bore impact complaints within documented service standards • Engagement of qualified expertise where required • Provide information to council with evidence that it meets stated criteria
5.2.5 How performance is reported: Quarterly during construction, the Proponent must provide Council with a report on items in 5.2.3). The Proponent must also notify Council of any potential project-related bore impacts as soon as reasonably practicable.	5.2.6 Who is accountable: The obligations under this Deed bind the Proponent and any person who succeeds to, is assigned, or is novated the Proponent's interest in the Project under the Deed. While the Proponent is developing or operating the Project, the Proponent remains responsible for compliance with this obligation regardless of any contractor or subcontractor arrangements.

5.3 — Managing project coexistence with neighbouring agricultural operations	Type Community outcome Zone Zone 1 — Physical Receptor Zone Activation Binding at stage
5.3.1 Potential impacts: Construction may affect neighbouring agricultural operations through access disruption, fencing impacts and seasonal timing conflicts.	5.3.2 Obligation timeframe: Commences prior to Construction.
5.3.3 What the proponent must do: The Proponent must implement development conditions identified in Construction and Environmental, Stormwater and Erosion Management plans and: • Engage with adjacent neighbouring landholders on construction activities on or adjacent to their land • Consider seasonal agricultural sensitivities in construction planning • Implement notification and response procedures for project-attributable drainage or operational impacts, including a drainage response process. The Proponent must document the engagement undertaken and the measures adopted to manage.	5.3.4 How performance is measured: Performance measured by: • Addressing neighbouring landholder concerns within documented service standards • Operation of the drainage response process • Investigation and management of project-attributable agricultural impacts
5.3.5 How performance is reported: Quarterly during construction, the Proponent must provide Council with a report on items in 5.3.3.	5.3.6 Who is accountable: The obligations under this Deed bind the Proponent and any person who succeeds to, is assigned, or is novated the Proponent's interest in the Project under the Deed. While the Proponent is developing or operating the Project, the Proponent remains responsible for compliance with this obligation regardless of any contractor or subcontractor arrangements.

5.4 — Managing project biosecurity and pest risk	Type Council direct Zone Zone 1 — Physical Receptor Zone Activation Always binding
5.4.1 Potential impacts: Heavy vehicles, machinery movement and imported materials may impact neighbouring agricultural operations and regional productivity.	5.4.2 Obligation timeframe: Commences after execution of the Deed.
5.4.3 What the proponent must do: The Proponent must implement a Biodiversity Management plan in accordance with the development conditions if required, and a Biosecurity Management Plan including: • Vehicle and machinery wash-down protocols • Contractor and subcontractor biosecurity requirements • Biosecurity induction for project personnel • Recording and monitoring of wash-down activities • Periodic independent review and audit of biosecurity management practices during construction and early operations.	5.4.4 How performance is measured: Performance measured by: • Operation of wash-down and biosecurity measures • Incorporation of biosecurity obligations into contractor and subcontractor arrangements • Completion of periodic independent biosecurity audits • Implementation of corrective actions where practicable
5.4.5 How performance is reported: Quarterly during construction and annually during the first five operational years, the Proponent must provide Council with a report on items in 5.4.3	5.4.6 Who is accountable: The obligations under this Deed bind the Proponent and any person who succeeds to, is assigned, or is novated the Proponent's interest in the Project under the Deed. While the Proponent is developing or operating the Project, the Proponent remains responsible for compliance with this obligation regardless of any contractor or subcontractor arrangements.

Group 6 — Safety, Community Services and Landholder Confidence

6.1 — Managing bushfire preparedness and BESS emergency response	Type Community outcome Zone Zone 1, Zone 2A and Zone 2B Activation Binding at stage / Always binding
6.1.1 Potential impacts: Energy infrastructure, including Battery Energy Storage Systems, may raise bushfire, emergency-response and community-safety concerns	6.1.2 Obligation timeframe: Commences prior to construction until operations.
6.1.3 What the proponent must do: The Proponent must initiate a Risk Management Assessment Report for the Battery Energy Storage System, Fire Safety Study and Bushfire Management Plan consistent with applicable emergency management and fire safety requirements, including: • Distribution of plain-language bushfire preparedness information to adjacent neighbours • Emergency communication procedures • Publication with relevant fire service of BESS emergency response information before BESS operations commence • Coordination pathways with emergency services and Council • Review of emergency incidents and response events where improvement opportunities are identified. The Proponent shares the relevant measures set out above with the RFSQ.	6.1.4 How performance is measured: Performance measured by: • Implementation of bushfire management plan including preparedness and emergency response measures prior to relevant activities • Distribution and updating of community preparedness information • Operation of emergency communication and notification procedures • Publication of BESS emergency response information before operations • Review of material emergency events; and implementation of corrective actions recommendations from RFSQ.
6.1.5 How performance is reported: Quarterly during construction and annually during operations, the Proponent must provide Council with a report on items on 6.1.3.	6.1.6 Who is accountable: The obligations under this Deed bind the Proponent and any person who succeeds to, is assigned, or is novated the Proponent's interest in the Project under the Deed. While the Proponent is developing or operating the Project, the Proponent remains responsible for compliance with this obligation regardless of any contractor or subcontractor arrangements.

6.2 — Managing project waste and Council infrastructure impacts	Type Council direct Zone Zone 1, Zone 2A and Zone 2B Activation Binding at stage
6.2.1 Potential impacts: Major construction may generate additional waste and wastewater streams and place unplanned reliance on Council-managed waste, water and sewerage infrastructure.	6.2.2 Obligation timeframe: Commences prior to construction until commissioning and rehabilitation.
6.2.3 What the proponent must do: The Proponent must implement the Construction Environmental Management Plan and development conditions identified as a result that identifies material waste streams, proposed disposal pathways and any anticipated reliance on Council-managed waste, water or sewerage infrastructure. The plan should include: • Advance notification and coordination with Council regarding proposed infrastructure reliance • Establishment of agreed infrastructure and cost-recovery arrangements prior to material reliance on Council-managed infrastructure • Notification of material changes to disposal pathways or infrastructure reliance • Incident response and corrective procedures for project-attributable waste management issues affecting Council-managed infrastructure or services.	6.2.4 How performance is measured: Performance measured by: • Completion of waste-pathway and infrastructure-reliance disclosure prior to construction • Implementation of agreed infrastructure coordination and cost-recovery arrangements • Responsiveness to material changes in disposal pathways or infrastructure reliance • Timely investigation and response to project-attributable waste incidents; and reporting.
6.2.5 How performance is reported: Quarterly during construction, the Proponent must provide Council with a report on items in 6.2.3.	6.2.6 Who is accountable: The obligations under this Deed bind the Proponent and any person who succeeds to, is assigned, or is novated the Proponent's interest in the Project under the Deed. While the Proponent is developing or operating the Project, the Proponent remains responsible for compliance with this obligation regardless of any contractor or subcontractor arrangements.

6.3 — Monitoring project impacts on local service capacity	Type Council direct Zone Zone 1, Zone 2A and Zone 2B Activation Binding at stage
6.3.1 Potential impacts: Large workforces and concurrent projects may place additional demand on local emergency, health and community services and infrastructure.	6.3.2 Obligation timeframe: Commences prior to construction until operation.
6.3.3 What the proponent must do: The Proponent must include Local Service in the Health and Safety Management Plan in consultation with Council: • Periodic monitoring and reporting during construction • Assessment of material service-capacity impacts reasonably attributable to project activities • Response to the Project's verified contribution where recurring impacts are identified • Provide information to council with evidence that it meets stated criteria LTI and TRIFA Proponent must participate in coordinated service-impact assessments and respond with the Project's contribution.	6.3.4 How performance is measured: Performance measured by: • Periodic service-capacity monitoring during construction • Reporting of project-related service-capacity impacts • Participation in cumulative impact coordination where applicable • Implementation of proportionate response planning where recurring project-attributable impacts are identified.
6.3.5 How performance is reported: Quarterly during construction, the Proponent must provide Council with a report on items in 6.3.3	6.3.6 Who is accountable: The obligations under this Deed bind the Proponent and any person who succeeds to, is assigned, or is novated the Proponent's interest in the Project under the Deed. While the Proponent is developing or operating the Project, the Proponent remains responsible for compliance with this obligation regardless of any contractor or subcontractor arrangements.

6.4 — Providing balanced information about property value impacts	Type Best-effort Zone Zone 1 — Physical Receptor Zone Activation Binding at stage
6.4.1 Potential impacts: Proposed wind developments may create concern about potential property-value impacts.	6.4.2 Obligation timeframe: Commences prior to Construction.
6.4.3 What the proponent must do: The Proponent must implement a • Property Value Information and Response plan providing balanced, evidence-based information on published research and differing views on potential property-value impacts of wind energy developments • Second review after construction and updating of that information • Pathways for responding to property-value concerns raised by nearby landholders, including substantive written responses through the published engagement pathway.	6.4.4 How performance is measured: Performance measured by: • Provision of balanced property-value information prior to construction • Second review after construction and updating • Responsiveness to property-value enquiries within documented service standards.
6.4.5 How performance is reported: Annually during project development, annually during operations and at each Review Event, the Proponent must provide Council with a report on items in 6.4.3	6.4.6 Who is accountable: The obligations under this Deed bind the Proponent and any person who succeeds to, is assigned, or is novated the Proponent's interest in the Project under the Deed. While the Proponent is developing or operating the Project, the Proponent remains responsible for compliance with this obligation regardless of any contractor or subcontractor arrangements.

Group 7 — Long-term Obligations

7.1 — Decommissioning security transparency and review	Type Community outcome Zone Zone 1, Zone 2A and Zone 2B Activation Always binding
7.1.1 Potential impacts: Wind energy projects operate across several decades, and communities may be concerned whether sufficient financial assurance will remain in place for future decommissioning and site rehabilitation, particularly through ownership changes.	7.1.2 Obligation timeframe: Commences after execution of the Deed.
7.1.3 What the proponent must do: The Proponent must implement a Decommissioning Security Bond as per State Code 23 consistent with applicable Development Approval conditions, including: • Provision to Council of information on the form and status of decommissioning security arrangements • Notification of ownership transfer and continuity of decommissioning security arrangements • Decommissioning security report with obligation evidenced to Council.	7.1.4 How performance is measured: Performance measured by: • Provision of decommissioning security information prior to construction • Reporting on alignment between current security arrangements and updated cost estimates • Provide information to Council with evidence that it meets stated criteria.
7.1.5 How performance is reported: Annually during operations and at each Review Event, the Proponent must provide Council with a report including: current decommissioning security arrangements, ownership-transfer notifications where relevant, and publicly accessible summary information on decommissioning and rehabilitation.	7.1.6 Who is accountable: The obligations under this Deed bind the Proponent and any person who succeeds to, is assigned, or is novated the Proponent's interest in the Project under the Deed. While the Proponent is developing or operating the Project, the Proponent remains responsible for compliance with this obligation regardless of any contractor or subcontractor arrangements.

APPENDIX 4 — LEGACY BENEFITS CONTRIBUTIONS

1. Purpose

This Appendix 4 sets out the formula for Legacy Benefit Contributions.

2. Contribution Formula

Development Type	Base Rate (per annum)	Indexation	
Solar PV	\$850 per MW approved capacity	ABS Road & Bridge Construction Price Index (QLD). Annual adjustment subject to Indexation Floor (0%) and Indexation Ceiling (6%).	
Wind	\$1,050 per MW approved capacity	ABS Road & Bridge Construction Price Index (QLD). Annual adjustment subject to Indexation Floor (0%) and Indexation Ceiling (6%).	
BESS	\$150 per MWh approved capacity	ABS Road & Bridge Construction Price Index (QLD). Annual adjustment subject to Indexation Floor (0%) and Indexation Ceiling (6%).	
Hydro	\$850 per MW approved capacity	ABS Road & Bridge Construction Price Index (QLD). Annual adjustment subject to Indexation Floor (0%) and Indexation Ceiling (6%).	

APPENDIX 5 — FORM OF BANK GUARANTEE

The Bank Guarantee must be in the following form or such other form as Council approves:

Financial Institution Undertaking

Date: _____, 20##.

Issuer: ##.

Delivery Address: ##.

Postal Address: PO Box ##,
##.

Facsimile: ##.

Beneficiary: Toowoomba Regional Council.

Delivery Address: ##

Postal Address: ##
##

Facsimile: ##

Customer: ## (ABN ##).

Causal Agreement: Community Benefit Agreement dated _____, 20##, made between the Beneficiary and the Customer:

relating to a proposed renewable energy project, Beneficiary reference ##;
in connection with proposed development of the Customer's property at ##.

Basis of Undertaking: The Issuer gives the Beneficiary this Undertaking:

at Customer request;

##;

##.

##

in return for the Beneficiary's promise to pay the Issuer \$1.00 if the Issuer demands payment (which promise the Beneficiary confirms by accepting receipt of this instrument).

Secured Sum: \$##.

Expiry Date: Not before End of Decommissioning Phase.

1. The Issuer irrevocably and unconditionally undertakes to pay the Beneficiary upon demand:
 - (a) an amount not exceeding the Secured Sum; or
 - (b) a series of amounts not exceeding, in aggregate, the Secured Sum.
2. This undertaking is not an obligation of suretyship.
3. The Issuer will make payment pursuant to the undertaking:
 - (a) without seeking Customer permission;
 - (b) irrespective of an instruction from the Customer that it not make the payment;
 - (c) without requiring the Beneficiary to demonstrate its entitlement to demand or obtain the payment (whether under the Causal Agreement or otherwise); and
 - (d) upon production of this instrument to the Issuer (for surrender, if paragraph 6 applies, or for verification, if paragraph 6 does not apply).
4. In particular (though without limitation), the undertaking is not conditional upon:
 - (a) the satisfaction of a requirement in the Causal Agreement;
 - (b) the satisfaction of a requirement in a security or agreement other than the Causal Agreement;
 - (c) the satisfaction of any other obligation not specified in this instrument; or

- (d) the occurrence of an event other than a demand by the Beneficiary.
5. Further, the Issuer's liability upon the undertaking will not be qualified, diminished, or discharged by:
 - (a) variation of the Causal Agreement;
 - (b) a requirement in an agreement or security other than this instrument;
 - (c) an indulgence the Beneficiary grants the Customer concerning discharge of the Customer's obligations, or enforcement of the Beneficiary's entitlements, under the Causal Agreement; or
 - (d) a compromise or release that the Beneficiary agrees with or grants to the Customer concerning the Causal Agreement.
6. If it demands an amount that, by itself or in aggregate with amounts previously paid pursuant to the undertaking, equals the Secured Sum, the Beneficiary will surrender this instrument to the Issuer in exchange for payment.
7. The Beneficiary may not transfer the benefit of this undertaking.
8. The undertaking will continue until whichever of the following events occurs first:
 - (a) in response to a demand by the Beneficiary, the Issuer pays the Beneficiary the Secured Sum;
 - (b) in response to a demand by the Beneficiary, the Issuer pays the Beneficiary a sum that, in aggregate with other sums paid to the Beneficiary pursuant to this undertaking, equals the Secured Sum;
 - (c) by deed, the Beneficiary releases the Issuer from the undertaking;
 - (d) the Beneficiary presents this instrument to the Issuer for surrender.
9. The Issuer may terminate or reduce its liability upon the undertaking, without Beneficiary concurrence, by paying the Beneficiary:
 - (a) all or part of the Secured Sum; or
 - (b) all or part of the difference between the Secured Sum and the aggregate of money previously paid to the Beneficiary pursuant to the undertaking.
10. A notice (including a demand) or an agreement given or made by the Beneficiary pursuant to the undertaking:
 - (a) must be in writing;
 - (b) must be signed by a person who possesses lawful authority to give the notice or make the agreement for the Beneficiary; and
 - (c) must be accompanied or supported by evidence, satisfactory to the Issuer (acting reasonably), of the signatory's authority to give the notice or make the agreement.
11. The Beneficiary may present at or post to any Issuer branch a demand for payment upon the undertaking.
12. If, when it is required to make a payment upon the undertaking, the Issuer has an office or offices within the Toowoomba region, the Issuer must make the money available for collection at that office or one of those offices.
13. A notice given by the Issuer concerning the undertaking:
 - (a) must be in writing; and
 - (b) must be executed by the Issuer, or signed on its behalf by a person, or persons, authorized to sign.
14. This instrument is a deed, irrespective of:
 - (a) its format;
 - (b) its terminology;
 - (c) whether it records anything passing from the Beneficiary in return for the undertaking; and
 - (d) whether it records the Issuer receiving anything from the Beneficiary in return for the undertaking.
15. Queensland law governs the undertaking.
16. Disputes upon the undertaking are to be adjudicated by:
 - (a) Queensland courts of competent jurisdiction; and
 - (b) the High Court of Australia (as the forum of final appeal).





[End of Deed]