COMMUNITY BENEFIT AGREEMENT

For

CATTLE CREEK WINDFARM

Western Downs Regional Council
(ABN 91 2325 876 51)

And

RWE Cattle Creek Onshore Wind Pty Ltd
(ACN 681 745 960)

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Parties to this Agreement

Proponent	Name	**RWE Cattle Creek Onshore Wind Pty Ltd**
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	ABN	681 745 960
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Council	Name	**Western Downs Regional Council**
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Background & Context

1. The Proponent intends to lodge a development application for approvals required by law for the Development described in Item 1 of Schedule 1 on the Land described in Item 2 of Schedule 1.

2. The Development is located across two Local Government Areas. The Proponent has completed a social impact assessment for the Development, as defined in the Act on the Host Community and the Toowoomba Regional Council local government area.

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

4. The Proponent agrees that it will provide community benefits to the community in the locality of the proposed development in the way and at the times set out in this Agreement.

5. The Parties agree to be bound by the terms set out in this Agreement.

6. The Council acknowledges and accepts that the Proponent must enter into a separate Community Benefit Agreement and provide financial contributions to Toowoomba Regional Council, with the financial contributions to each council apportioned as set out in their respective agreements.

Operative Provisions

Part 1 - Preliminary

1. Definitions and Interpretation

1.1. In this Agreement the following words in bold have the meaning stated, unless it is otherwise defined by a specific provision:

Abandon means in relation to the Use to abandon at law, such that the re-establishment of the Use on the Land would constitute a material change of use under the Act, and "abandoned" has a corresponding meaning.

Act means the *Planning Act 2016* (Qld) as amended from time to time, and if that Act is repealed, includes a reference to or any other Act that replaces that Act.

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 Development and/or the Use, and including any condition attaching to it and any renewal or amendment of it.

Agreement means this Community Benefit Agreement and any schedules, annexures, and appendices to this Agreement.

Audit means audit requirements undertaken in accordance with the Act and Regulation.

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 Development, the Proponent or the Land.

Business Day means a day that is not a Saturday, Sunday, bank holiday or public holiday in Brisbane, Queensland.

Commissioning Date means the date on which the Development 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 Development to the national electricity market.

Community Investment Opportunities document means the document which identifies investment opportunities to offset impacts identified under the Social Impact Assessment Report for the Development.

Confidential Information means

a) 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

b) but excludes information that:
   a. was lawfully in the possession of the other party for reasons unrelated to this Agreement 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 Agreement).

Contribution Year means every 12-month period from 1 July each year.

Construction Commencement Date means the date when the Development 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.

Cost means a cost, charge, expense, outgoing, payment, fee, and other expenditure of any nature, including (for indemnity purposes) loss and damages.

CPI means the Consumer Price Index in line with (Brisbane All Groups) Index or, if that index ceases to have effect, that index or metric which replaces its function.

Default Notice means a notice given under clause 19.

Development 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 the case requires as may be amended or changed at any time for any reason.

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

Development Approval means the decision notice issued under the Act that authorises the Proponent to undertake and operate the Development.

Dispute means a dispute or difference between the Parties under or in relation to this Agreement.

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 Development infrastructure, including but not limited to turbines and associated infrastructure, and the Land is rehabilitated in accordance with requirements of the Development Approval.

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.

Financial Contribution means the monetary payment to be made by the Proponent as specified in Schedule 2, which is required to be made under this Agreement, comprising of Stream 1, Stream 2 and Stream 3 Contributions.

Formation Date: is the date upon which the last Party validly executes this Agreement.

Host Community means the community or communities that are expected to experience social, economic or environmental impacts associated with the Development, as identified through the SIA for the Development. For the purpose of this Agreement, the 'Host Community' means only the Council's Local Government Area.

Initiatives mean the individual organisation or recorded in Schedule 2 entitled to receive Stream 2 Contributions.

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

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

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

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

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

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

Social Impact Assessment Report means the document prepared and approved by Council which was completed for the Development.

Stream 1 Contributions mean Council Legacy Infrastructure: funding allocated to critical infrastructure in Council's 10-year capital program and other Council infrastructure strategies, delivering long-term, region-wide benefit in response to the broader impacts of the development.

Stream 2 Contributions mean Community Legacy Infrastructure/ Initiatives: Funding allocated towards legacy initiatives as identified in community strategic plans or the Social Impact Assessment Report obtained by the Proponent that are outside of the realm of local government.

Stream 3 Contributions mean Community Sponsorships: Funding dedicated to the community sponsorships and funding, providing support for grassroots initiatives delivered by local community groups, sporting clubs, schools, and not-for-profit organisations.

Term means the period described in clause 4 of this Agreement.

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 Development, Use or Land is substantially destroyed or materially damaged such that the Proponent determines that it is unable to complete the Development or operate the Use (including reinstating the Development, Use or Land) whether or not it is a Force Majeure event, another event outside the Proponent's control occurs which prevents the Development 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 Agreement are misappropriated by Council in contravention of the Probity Principles, used by Council for purposes that are not defined in this Agreement or paid in contravention to applicable laws such as sanctions, and a repayment or reallocation of funds has not occurred in accordance with clause 35.2.

Value means the $AUS amount agreed between the Parties as the value of a Financial Contribution made under this Agreement, as shown in the Contributions Table, or as otherwise agreed between the Parties.

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

1.1. Interpretation

In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

Bold Headings are inserted for convenience only and do not affect the interpretation of this Agreement.

a) If the **day** on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter, or thing must be done on the next Business Day.

b) A reference in this Agreement to dollars or $ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.

c) A **reference** in this Agreement to a $ value relating to a Financial Contribution is a reference to the value exclusive of GST.

d) A **reference** in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or reenactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.

e) A **reference** to a clause, part, schedule, or attachment is a reference to a clause, part, schedule, or attachment of or to this Agreement.

f) An **expression** importing a natural person includes any Proponent, trust, partnership, joint venture, association, body corporate or governmental agency.

g) Where a **word or phrase** is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

h) A **word** which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.

i) **References** to the word 'include' or 'including' are to be construed without limitation.

j) A **reference** to 'dedicate' or 'dedication' in relation to land is a reference to dedicate or dedication free of cost.

k) Any **schedules, appendices and attachments** form part of this Agreement.

l) **Notes** appearing in this Agreement are operative provisions of this Agreement.

2. Community Benefit Agreement

2.1. The Development is a development requiring the Social Impact Assessment report as defined in the Act and Regulation.

2.2. This Agreement is a Community Benefit Agreement as defined by section 106Y and required by section 106Z(1) and Chapter 3, Part 6B, Division 4 of the Act.

2.3. The benefits proposed to be provided to the Host Community pursuant to this Agreement have been identified as appropriate and sufficient to address the social impact of the Development, have been informed by the Social Impact Assessment Report, including the Community Investment Opportunities report, which is Annexure A of this Agreement.

3. Acknowledgements

The Parties acknowledge and agree that:

3.1. This Agreement and any payment under this Agreement is not made to exert any influence on potential decisions or views but solely due to the legal requirements arising out of the Act and to assist with increasing the acceptance of the Proponent's projects within the Host Community.

The Proponent expressly agrees that

3.2. Compliance with this Agreement may be a condition of a Development Approval, if granted in relation to the Development and that it agrees such a condition is both relevant and reasonably required in respect of the Development Approval;

3.3. This Agreement 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 Agreement.

3.4. Entry into this Agreement does not constitute approval of the Development to the extent that any such power is conferred on the Council.

3.5. The Parties acknowledge that pursuant to sections 106Z(4) and 151 of the Act, when negotiating this Agreement, the Parties must act in good faith.

The Council acknowledges and accepts that:

3.6. The Proponent will separately enter into a Community Benefit Agreement as defined in the Act with Toowoomba Regional Council and will also provide separate financial contributions to the Toowoomba Regional Council in accordance with that Community Benefit Agreement.

3.7. Financial Contributions will be informed by the Social Impact Assessment report and Schedule 2 of this Agreement as follows:

(a) During the Construction Phase:

(i) fifty per cent (50%) of the total Financial Contributions to the Council; and

(ii) fifty per cent (50%) of the total of the Financial Contributions to Toowoomba Regional Council

(b) During the Operational Phase:

(i) forty per cent (40%) of the total Financial Contributions to the Council; and

(ii) sixty per cent (60%) of the total of the Financial Contributions to Toowoomba Regional Council.

4. Term of the Agreement

4.1. This Agreement 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 Act;

b) the date on which this Agreement is terminated under clause 15, except in the case of Abandonment in which case the Agreement terminates on the End of Decommissioning;

c) End of Decommissioning; or

d) the date the Parties agree, in writing to terminate this Agreement.

4.2. The obligation of the Proponent to make the Financial Contribution will be effective on Development Approval Date.

4.3. If the Development Approval lapses prior to the carrying out of any aspect of the Development, neither Party will have any further obligations to the other Party in relation to this Agreement.

4.4. Unless agreed in writing between parties, if the requirement for a Community Benefit Agreement as defined by the Act is repealed by legislation, the Proponent's obligation to make any further Financial Contributions will cease.

4.5. The Parties agree that, upon termination under this Agreement:

a) any unallocated Financial Contributions held by the Council must be promptly refunded to the Proponent, after which all related obligations under this Agreement cease; and

b) any Financial Contributions held by the Proponent remain its property, and no obligations, liabilities or claims arise in respect of those funds from that date.

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 Agreement;

b) it possesses the power to perform all of its obligations under the Agreement;

c) all necessary authorising action has been taken to enable it to enter the Agreement and to perform its obligations (for example, the passage of any necessary resolutions); and

d) entering the Agreement and performing its agreed obligations does not contravene any law.

5.2. Each Party acknowledges that the others enter this Agreement in reliance upon those assurances.

6. Further agreements

6.1. The Parties may, at any time and from time to time, enter into agreements relating to the subject matter of this Agreement that are not inconsistent with this Agreement for the purpose of implementing this Agreement.

Part 2 - Agreed Community Benefits

7. Benefits agreed to be provided

7.1. The Parties agree that the Financial Contributions (and allocation of Financial Contributions to the Host Community) identified in this Agreement are an appropriate and reasonable response to the social impact of the Development.

7.2. The Financial Contributions to be provided by the Proponent pursuant to this Agreement are identified in Schedule 2, which provides:

a) each specific benefit agreed to be provided;

b) the milestone of the Development which is intended to trigger the carrying out of the relevant benefit;

c) a plan for the delivery of the benefit, including how a Financial Contribution will be managed and applied.

7.3. Any Financial Contribution associated with this Agreement expressly excludes and may not be set off against the following:

a) direct payments to landholders and adjoining properties

b) council rates or statutory levies or taxes required to be paid by law

c) infrastructure works or contributions pursuant to any agreement for road infrastructure contributions for the Development.

d) additional voluntary regional benefit-sharing arrangements beyond the scope of the Host Community not provided for in this Agreement.

8. Application of Stream 1 Contributions

8.1. Council must use the Stream 1 Contributions for each applicable year of the Term as set out in Schedule 2.

8.2. Council will apply Stream 1 Contributions in accordance with Schedule 2, and in the absence of specific application of funds being identified, generally in accordance with Council's Policy: *Renewable Energy: Community Benefit System Policy.*

8.3. Council must hold all Stream 1 Contributions in a dedicated community benefit fund account, or an equivalent arrangement, that is separate from Council's general revenue.

8.4. Council must monitor and report on its application of Stream 1 Contributions in accordance with clause 14.1.

8.5. In addition to this Agreement, Council must comply with any applicable law, Probity Principle, policy and sanction regime prior to distributing any Stream 1 Contributions.

8.6. Except as expressly provided in this Agreement, the Proponent has no responsibility or liability in respect of, or in connection with, the allocation, administration or application of the Stream 1 Contributions by Council, and nothing in this Agreement is to be construed as giving the Proponent any control over, or approval role in relation to, those matters.

8.7. The Financial Contributions to be to be provided by the Proponent under Stream 1 Contribution identified in Schedule 2 will be invoiced as follows:

For the initial year:

a) Within 30 days of the Construction Commencement date, Council will provide the Proponent:

   i. A statement with the calculated Stream 1 Contributions (pro-rata up to the end of the current financial year); and

   ii. An invoice for the Stream 1 Contributions amount and any other amount payable.

Every subsequent year:

b) Within 45 days of the end of the financial year, Council will provide the Proponent:

   i. A statement with the calculated Stream 1 Contributions, including any adjustments for CPI;

   ii. An invoice for the Stream 1 amount and any other amount payable.

c) Within 30 days of receiving the documents referred to above, the Proponent will:

   i. Pay Council the Stream 1 amount and any other amount invoiced.

In the case of Default by the Proponent in the payment of the Stream 1 amount or in the payment of any other money payable under this Agreement, the Proponent acknowledges and agrees that 90 Business Days is a reasonable time to remedy the breach.

9. **Stream 2 Contribution**

9.1. The parties agree that Stream 2 Contributions must be allocated and applied within the Host Community for the purposes set out in Schedule 2.

9.2. The obligation of the Proponent to make the Stream 2 Contributions available will commence on the first anniversary of the Contribution Year.

9.3. The Parties must meet in person or by teleconference, video conference or other electronic meeting platform within one month of the Construction Commencement Date. During this meeting, the Parties will seek to mutually agree on which Initiatives as recorded in Schedule 2, are to be funded for the following Contribution Year.

9.4. In the event the Parties cannot reach a mutual agreement under clause 9.2, Council will propose three initiatives from which the Proponent may choose to fund for the following Contribution Year.

9.5. Subject to receiving Council's three proposed initiatives in clause 9.3, the Proponent must decide on which initiatives to fund and agrees to pay the amount specified in Schedule 2 for Stream 2 Contributions annually for the Term of the Agreement.

9.6. The Proponent may refuse to release any Stream 2 Contribution in respect of a proposed initiative where the recipient of that funding does not enter into a funding agreement, deed or other arrangement with the Proponent on terms reasonably satisfactory to the Proponent. In such circumstances, the Parties must consult in good faith to agree on an alternative initiative to be funded for the relevant Contribution Year in accordance with clause 9.2.

9.7. Except as expressly provided in this Agreement, the Proponent has no obligation or liability in respect of, or in connection with, any decision, activity, expenditure or liability arising from or in connection with the allocation or application of the Stream 2 Contributions.

9.8. Despite any other provision of this Agreement, the Proponent may refuse to release any Stream 2 Contribution where, acting reasonably, the release of the funds would cause the Proponent to breach, or expose it to a material risk of breaching, any applicable law or sanctions regime or cause reputational damage to the Proponent (or a related body corporate of the Proponent (within the meaning of the *Corporations Act 2001* (Cth)) or not in accordance with this Agreement.

9.9. The Proponent may refuse to release Stream 2 Contributions where the proposed recipient is a person or organisation that is subject to any applicable sanctions imposed by the Australian Government, the United Nations or any other Authority whose sanctions apply to the Proponent.

9.10. Where the Proponent refuses to release funds under this clause, it must notify the Council, and the Council may propose an alternative allocation in accordance with this Agreement.

10. Stream 3 Contributions

10.1. The parties agree that Stream 3 Contributions must be allocated and applied within the Host Community.

10.2. The obligation of the Proponent to make Stream 3 Contributions available will commence on the Development Approval Date annually for the Term of the Agreement.

10.3. The Proponent agrees to pay the amount specified in Schedule 2 towards Stream 3 Contributions for the Term of the Agreement.

10.4. The Council acknowledges that the Proponent may discharge its obligation in respect of Stream 3 Contributions in its absolute discretion.

10.5. Except as expressly provided in this Agreement, the Proponent has no obligation or liability in respect of, or in connection with, any decision, activity, expenditure or liability arising from or in connection with the allocation or application of the Stream 3 Contributions.

11. Indexation of Financial Contributions

11.1. All Financial Contributions are to be indexed from the date of this Agreement to the date of payment in accordance with the following formula:

$$IA = A \times \frac{\text{Index Number (Later Period)}}{\text{Index Number (Base Period)}}$$

where:

IA is the indexed amount.

A is the amount to be indexed.

Index Number is the published Consumer Price Index (CPI).

Base Period is for the quarter preceding the Formation Date.

Later Period is the date of payment.

11.2. Financial Contributions will be adjusted annually by the Consumer Price Index at the commencement of each Contribution Year.

11.3. The failure on any occasion to apply indexation shall not act as a waiver or prevent recovery of any additional sum of money that ought to be paid had the indexation taken place.

12. Publicity

12.1. 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 Financial Contributions including but not limited to:

i. periodic newsletters;

ii. other publications; or

iii. promotional material including the Party's website or social media.

12.2. 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 Financial Contributions including the consent of relevant Initiatives for publication purposes.

12.3. The Council must notify the Proponent within a reasonable period of time prior to any announcement related to the expenditure of Financial Contributions.

12.4. When the Council applies a Financial Contributions made by the Proponent under this Agreement., the Council must publicly and positively acknowledge the Proponent's role in funding the relevant infrastructure, projects, activities or other things.

12.5. The form of public acknowledgment required by clause 12.4 is to be agreed by the Council and the Proponent (acting reasonably) and may include:

ii. 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,

iii. a permanent sign recognising the Proponent's role in funding the relevant infrastructure, project, activity or other thing.

12.6. 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 3 - Review and Monitoring

13. Review of Agreement

13.1. Council recognises that community needs and priorities may shift over the life of projects. If either Party is of the opinion that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Agreement, the Party may request a review of the Schedule 2, subject to the following clauses.

13.2. A Party to this Agreement may request a review of the Agreement by giving not less than 30 Business Days' written notice to the other Party.

13.3. A Party is not bound to review the Schedule 2 of this Agreement, unless it is a formal review conducted once every three years, as noted in clause 13.7.

13.4. If a review is requested in accordance with clause 13.2 and both parties have agreed to participate in the review, the Parties are to use all reasonable endeavours, in good faith, to agree on and implement appropriate amendments to Schedule 2 of Agreement.

13.5. A failure by a Party to agree to take action as requested by the other Party as a consequence of a review referred to in clause 13.1 is not a Dispute for the purposes of this Agreement and is not a material breach of this Agreement.

13.6. If the Parties agree to amend Schedule 2 of this Agreement under this clause, any such amendment must be in writing and signed by the Parties.

13.7. In addition to any review rights set out above, the Parties agree that Schedule 2 of this Agreement shall be **formally reviewed every three (3) years** from the Commencement Date. This review is intended to ensure that evolving community needs, priorities, and expectations are appropriately reflected in the Agreement.

13.8. Notwithstanding informal or formal reviews that may or do occur, reviews may include but are not limited to:

a) Amending the percentage allocation of the Streams; or amending, reviewing or replacing the initiatives listed in Schedule 2, but

b) will not include increasing or decreasing the global Financial Contribution amount (which is only subject to indexation as listed in this Agreement).

14. Monitoring and Reporting

14.1. Council Monitoring and Reporting

a. The Council will actively monitor the Proponent's compliance with its obligations under this Agreement. Council's monitoring and reporting processes will include, but are not limited to:

i. inclusion of a dedicated update within Council's Annual Report outlining relevant activities, outcomes, financials and progress under this Agreement, including all relevant reporting obligations under section 189A of the Local Government Regulation 2012 (Qld).

ii. Provision to the Proponent of an annual report by Council detailing the provision of the Stream 1 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 the Contribution Year.

14.2. Proponent Monitoring and Reporting

a. The Proponent must undertake monitoring and reporting of its obligations under this Agreement. The Proponent's monitoring and reporting obligations include, but are not limited to:

i. Once per year, provision of a report detailing performance in relation to Stream 2 and Stream 3 Contributions, including a summary of expenditure against allocated projects and initiatives, supported by an annual Social Impact Management Plan review. This must be provided within 30 Business Days of the end of the Contribution Year.

ii. If reasonably requested by the Council, annual participation in the self-evaluation process aligned with the Communities Partnering Framework to support the Proponent's monitoring and reporting on their partnering contribution to the Host Community.

14.3. Proponent audit

If requested by the Proponent (acting reasonably), the Council must, within 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 Financial Contributions have been applied solely for the purposes recorded in this Agreement. 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 Agreement.

15. Termination

The Proponent may terminate this Agreement by 15 Business Days' written notice to the Council if

15.1. 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; or

15.2. Subject to clause 4.1, if any of the above circumstances in this clause occurs, and the Agreement is terminated under this clause, with the exception of clause 35, neither Party will have any further obligation to the other Party under this Agreement.

16. Force Majeure

16.1. Definition

'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 Development or the performance of any one or more of the obligations of the affected party under this Agreement.

16.2. Force Majeure Event includes events and circumstances, or a combination of events and/or circumstances of the following kind, provided that such events and/or circumstances satisfy the definition of Force Majeure Event set out in clause 16.1 of this Agreement:

a) fire, explosion and acts of God, including drought, flood, lightning, storm, typhoon, hurricane, cyclone, tornado, earthquake, landslide, soil erosion, subsidence, washout, meteor, epidemic or pandemic;

b) war (whether declared or undeclared), civil war, invasion, act of a foreign enemy, hostilities between nations, act of public enemy, malicious damage, armed conflict, embargo, revolution, sabotage, act of terrorism, riot, civil disturbance or unrest, piracy, blockade, insurrection, or military uprising;

c) if the Development or the Land is destroyed or damaged to the extent that the Proponent is unable to access, occupy or use the Development for the permitted use under the Development Approval;

d) strike, lockout or industrial disturbance;

e) the Land is restored to a condition unfit for the occupation and use of the Development;

f) any governmental restraint;

g) compliance with laws that directly affect the Proponent and/or render unlawful performance of the Proponent's obligations under this Agreement.

16.3. Effects of Force Majeure Event

Despite any other provision of this Agreement, if a party is unable to perform or is delayed in performing an obligation under this Agreement by reason of a Force Majeure Event and notice has been given in accordance with clause 16.4:

a) that obligation is suspended but only so far and for so long as it is affected by the Force Majeure Event; and

b) the affected party will not be responsible for any loss or expense suffered or incurred by any other party as a result of, and to the extent that, the affected party is unable to perform or is delayed in performing its obligations because of the Force Majeure Event.

16.4. Notice of Force Majeure Event

A party affected by a Force Majeure Event must give the other party a written notice as soon as possible which:

a) sets out details of the Force Majeure Event;

b) identifies the nature and extent of any obligations under this Agreement 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 Agreement;

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.

16.5 Obligations of affected party

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 Agreement as quickly as possible; and

b) promptly re-commence performing the suspended obligations under this Agreement as soon as reasonably possible.

Part 4 - Dispute Resolution

17. Mediation

17.1. This clause applies to any Dispute arising in connection with this Agreement.

17.2. A Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.

17.3. If a notice is given under clause 17.2, 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.

17.4. 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;

17.5. 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.

17.6. 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.

17.7. 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.

17.8. The Parties are to share equally the costs of the President, the mediator, and the mediation.

17.9. 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 Agreement.

Part 5 - Other Provisions

18. Security

18.1. Not less than 30 Business Days prior to the anticipated Construction Commencement Date, the Proponent must give a bank guarantee (**Bank Guarantee**) to Council.

18.2. 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 Total Value of Stream 1 Financial Contribution multiplied by three (3). See Schedule 2 for Stream 1 Financial Contribution and Schedule 3 for Present Amount'.

c) be in form and content reasonably satisfactory to the Council per Schedule 3;

d) have an expiry date not earlier than Decommissioning Phase;

e) subject to 18.6, state that it is security for performance of the Proponent's obligations under this agreement;

f) be payable:

18.2.f.1. either in whole or in part;

18.2.f.2. 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 Agreement;

18.2.f.3. despite any variation of this Agreement; and

18.2.f.4. despite any notice given to the issuer not to pay to the Council any amount payable under the bank guarantee; and

g) be irrevocable.

18.3. 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 18 and:

18.3.b.1. the replacement bank guarantee will be taken to be the Bank Guarantee required to be provided under this clause 18; and

18.3.b.2. guarantee will be taken to be the Bank Guarantee required to be provided under this clause 18; and

18.3.b.3. 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

18.4. The Council must return any Bank Guarantee to the Proponent not later than 20 Business Days after the end of the Term.

18.5. 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 agreement or at law or in equity.

18.6. If:

a) the Proponent is in default of its obligations under the Agreement in relation to the Financial 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.

19. Default

In the event of a default of the Agreement by either party, the party alleging default may give a Notice to the defaulting party identifying the breach and requiring remedy of the breach within at least 30 Business Days' as set out in the notice.

20. Confidentiality

20.1. This agreement is a public document, and its terms are not confidential.

20.2. The parties acknowledge that:

a) Confidential Information may have been supplied to some or all the Parties in negotiations leading up to the making of this Agreement; and

b) the Parties may disclose to each other further Confidential Information in connection with the subject matter of this agreement.

20.3. Subject to clause 20.1each Party agrees:

a) not to disclose any Confidential Information received before or after the making of this agreement to any person without the prior written consent of the Party who supplied the confidential information; and

b) to take all reasonable steps to ensure all Confidential Information received before or after the making of this agreement is kept confidential and protected against unauthorised use and access.

20.4. A Party may disclose Confidential Information in the following circumstances:

a) to comply with the law, court of law, stock exchange or the requirements of any Authority; or

b) to any of their employees, consultants, advisers, financiers, or contractors to whom it is considered necessary to disclose the information, if the employees, consultants, advisers, financiers, or contractors undertake to keep the Confidential Information confidential.

c) if disclosure is required from time to time for the Proponent to meet its obligations or requirements for under any terms of any Approval, reference for any environmental impact statement, government application (such as to the Capacity Investment Scheme) or similar document that the Proponent may be developing in relation to the Development.

20.5. The obligations of confidentiality under this clause do not extend to information which is public knowledge other than because of a breach of this clause.

21. Disposal by the Proponent of its interest in the Development

21.1. The Council agrees that the Proponent may assign, transfer, or otherwise deal with the Proponent's rights, duties, or obligations under this Agreement 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 Development;

c) debt financier engaged by the Proponent in respect of the Development; or

d) any third party;

subject to the Proponent having the incoming party entering into a deed of novation of this agreement with the Council to ensure that the Assignee is bound by the terms of this Agreement, including providing the Bank Guarantee noted in this Agreement and replacing the current Bank Guarantee with a substitute Bank Guarantee from the new Proponent.

21.2. 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 Agreement shall release the Proponent from any future obligations under this Agreement on written advice that the Proponent has complied with clause 21.1).

21.3. Subject to clause 35, any consent given by the Council 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 Agreement.

22. Notices

22.1. Any notice, consent, information, application, or request that is to or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:

a) delivered or posted to that Party at its address, or

b) emailed to that Party at its email address.

22.2. For the purposes of this clause, a Party's address and email address are as noted under 'Parties to this Agreement'.

22.3. If a Party gives the other Party 5 Business Days' notice of a change of its address or email, any notice, consent, information, application, or request is only given or made by that other Party if it is delivered, posted, or emailed to the new address.

22.4. Any notice, consent, information, application, or request is to be treated as given or made if it is:

a) delivered, when it is left at the relevant address;

b) sent by post, 2 Business Days after it is posted; or

c) sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.

22.5. If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a Business Day, or if on a Business Day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

23. Costs

23.1. The Proponent is to pay to the Council reasonable legal fees of preparing, negotiating, executing, this Agreement, and any document related to this Agreement within 20 Business Days of receipt by the Proponent of a valid GST itemized invoice by the Council after the Formation Date.

23.2. The Proponent shall reimburse the Council, in the amount of 1% total value of the Financial Contributions payable to the Council, once each calendar year, for the Council's reasonable costs directly incurred in enforcing, monitoring, auditing or reporting on:

a) this Agreement,

b) any further document related to this Agreement, including any cost associated with the establishment, monitoring, auditing and enforcing the Community Benefit Group.

c) the Social Impact Assessment Report;

d) l Social Impact Management Plan reviews; and

e) any reporting requirements in accordance with clause 14.1.
('**Reporting Costs**')

23.3 The Reporting Costs are to be paid by the Proponent to the Council annually in accordance with invoices given by Council under clause 8.7.

23.4 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 Agreement,

b) the Council's legal, probity, auditing and financial due diligence associated with this Agreement, Social Impact Assessment Report, Community Investment Opportunities document or associated document, and

c) program administration and reporting functions.

24. Entire Agreement

24.1. This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with.

24.2. 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 Agreement was executed, except as permitted by law.

25. Further Acts

25.1. 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 Agreement and all transactions incidental to it.

26. Governing Law and Jurisdiction

This Agreement 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.

27. Joint and Individual Liability and Benefits

27.1. Except as otherwise set out in this Agreement:

a) any agreement, covenant, representation, or warranty under this Agreement by 2 or more persons binds them jointly and each of them individually; and

b) any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

28. No Fetter

28.1. The Parties acknowledge that Council is a consent authority with statutory rights and obligations pursuant to the Act.

28.2. This Agreement is not intended to operate, and shall not be construed as operating to fetter, in any unlawful manner:

a) the power of Council to make any law; or

b) the exercise by Council of any statutory power, discretion, or duty.

28.3. Nothing in this Agreement shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law.

29. Severability

29.1. If a clause or part of a clause of this Agreement 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.

29.2. 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 Agreement, but the rest of this Agreement is not affected.

29.3. If this Agreement 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 Agreement is entered into.

30. Amendment

30.1. No amendment of this Agreement will be of any force or effect unless it is in writing and signed by the Parties to this Agreement.

30.2. If the Parties cannot agree on a proposed variation to this Agreement, either party can request the matter be referred to mediation pursuant to section 106ZB of the Act.

31. Waiver

31.1. The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.

31.2. 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.

31.3. 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.

31.4. 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.

31.5. For the purposes of this Agreement, 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.

32. Counterparts

32.1. This Agreement may consist of a number of copies, each signed by one or more parties to this Agreement. If so, the signed copies are treated as making up the one document.

32.2. This Agreement is binding on the parties on the exchange of counterparts. Counterparts may be exchanged by email.

33. Electronic execution

33.1. 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:

33.1.c.1. the printed copy is an original; and

33.1.c.2. 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.

34. Code of Conduct

34.1. 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).

34.2. The Parties hereby agree to comply with all laws, rules, regulations and conventions applicable to this Agreement 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 Agreement.

34.3. 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.

34.4. 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.

34.5. 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 34.4 is commenced or threatened against it during the Term.

35. Repayment or reallocation of funds

35.1. If any funds paid under this Agreement are used or paid in contravention of the Probity Principles and used for purposes that are not defined in this Agreement 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 Agreement.

35.2. 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 Agreement in a manner that confirms the misuse of funds.

36. GST

36.1. In this clause:

a) Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice have the meaning given by GST Law.

b) GST Amount means in relation to a Taxable Supply the amount of GST payable in respect of the Taxable Supply.

c) GST Law has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), including as amended from time to time, and if that act is repealed, includes a reference to or any other act that replaces that act.

d) Input Tax Credit has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.

e) Taxable Supply has the meaning given by the GST Law excluding (except where expressly agreed otherwise) a supply in respect of which the supplier chooses to apply the Margin Scheme in working out the amount of GST on that supply.

36.2. Subject to clause 35.3, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.

36.3. No additional amount shall be payable by the Council under clause 35.2 unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.

36.4. If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Agreement by one Party to the other Party that are not subject to Division 82 of the A New Tax System (Goods and Services Tax) Act 1999, the parties agree;

a) to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies.

b) that any amounts payable by the Parties in accordance with clause 35.2 (as limited by clause 35.3) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.

36.5. No payment of any amount pursuant to this clause 35, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note to the recipient.

36.6. Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense, or other liability.

36.7. This clause continues to apply after expiration or termination of this Agreement.

EXECUTED AS AN AGREEMENT

Signed for and on behalf of **RWE Cattle Creek Onshore Wind Pty Ltd** by its duly authorised representative:

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

Signed by: Daniel Belton 0683AB8810C94B9...	DocuSigned by: Peter Veljkovic 66755558FBFD4E3...
Signature of Director	Signature of Director/Company Secretary
Daniel Belton	Peter Veljkovic
Full name (print)	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).

Signed for and on behalf of **Western Downs Regional Council** by the CEO, or their duly authorised representative:

Signature: DocuSigned by: Jodie Taylor 51C8E728BF634AA...

Name: Jodie Taylor

Position: Chief Executive Officer

Date: 31-Jul-2026

Witness Signature: DocuSigned by: Lidewij Koene E769E19EC7B44A5...

Name of Witness: Lidewij Koene

Date: 31-Jul-2026

SCHEDULE 1 - Land details

The Land

Lot	Plan
2	DY452
27	CP882781
2	DY831
2	RP174414
9	DY247
22	Y800
3	RP174414
16	SP201705
15	SP201705
1	RP174414
8	DY247
21	DY218
—	GSP112990
—	HSP112991
—	JSP109190

SCHEDULE 2: FINANCIAL CONTRIBUTIONS

This must contain a full detailed description of the benefits, including timing, triggers and relevant responsibilities.

Costing based on 972MW wind and 300MW 4hr BESS. The proportion split is as agreed by the Western Downs and Toowoomba council but for the valuation purposes there is a 50:50 split calculated for the agreement.

Stream	Description	Value (AUD)	Percentage	Commencement
Stream 1 ***Council Infrastructure*** Managed by Council **Refer:** RWE-004 Community investment opportunities_RevA	'Tara Water Supply Upgrade' project	$90,045	15%	
	Waste landfill improvements and/or expansion Expansion of Jandowae Winfield's Rd Cell 2A	$90,045	15%	
Total Value Stream 1		**$180,090.00**	**30.00%**	
Stream 2 ***Community Infrastructure* or Initiative** Managed by Proponent - RWE to ensure a clear method for delivery. **Refer:** RWE-004 Community investment opportunities_RevA	Legacy Infrastructure Improvements in Wier River, Marmadua and Halliford eg. Telecommunications upgrade	$90,045	15%	Stream 1 and 2 (60 to 90%) Upon Construction Commencement
	RFS assets and equipment in Wier River, Marmadua and Halliford	$60,030	10%	
	Investment in housing to accommodate operational workforce demands in Dalby, Wier River, Marmadua or Halliford.	$120,060	20%	
Total Value Stream 2		**$270,135.00**	**45.00%**	
Stream 3 ***Sponsorships and Funding*** Managed by Proponent **Refer:** RWE-004 Community investment opportunities_RevA	**General sponsorships and grants** for groups in Dalby, Wier River, Marmadua or Halliford.	$150,075	25%	Stream 3 (10 to 40%) Upon Development Approval
Total Value Stream 3		**$150,075.00**	**25.00%**	
Total Value Agreement		**$ 600,300.00**	**100%**	

SCHEDULE 3: BANK GUARANTEE

The Bankers' Undertaking Present Amount (see Clause 18) is no less than the annual Total Value of Stream 1 Financial Contribution multiplied by three (3). *(*

Stream 1 Total Value (See Schedule 2)	Bank Guarantee Present Amount	Due date to be provided to Council
$180,090.00	$540,270.00	*30 Business Days prior to anticipated Construction Commencement Date*

The Bankers Undertaking form and content considered satisfactory to Council:

Date:	, 20##.
Issuer:	##.
Delivery Address:	##.
Postal Address:	PO Box ##, ##.
Facsimile:	##.
Beneficiary:	Western Downs 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:	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 ## 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).

SCHEDULE 1 - Land details

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

7/8/26

SCHEDULE 2: FINANCIAL CONTRIBUTIONS

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Costing based on 972MW wind and 450~~300~~MW 4hr BESS. 7/8/26

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	Waste landfill improvements and/or expansion Expansion of Jandowae Winfield's Rd Cell 2A	$96,066~~90,045~~ 7/8/26	15%	
Total Value Stream 1		**$192,132~~180,090.00~~** 7/8/26	**30.00%**	
Stream 2 ***Community Infrastructure* or Initiative** Managed by Proponent - RWE to ensure a clear method for delivery. **Refer:** RWE-004 Community investment opportunities_RevA	Legacy Infrastructure Improvements in Wier River, Marmadua and Halliford eg. Telecommunications upgrade	$96,066~~90,045~~ 7/8/26	15%	
	RFS assets and equipment in Wier River, Marmadua and Halliford	$64,044~~60,030~~ 7/8/26	10%	
	Investment in housing to accommodate operational workforce demands in Dalby, Wier River, Marmadua or Halliford.	$128,088~~120,060~~ 7/8/26	20%	
Total Value Stream 2		**$288,198~~270,135.00~~** 7/8/26	**45.00%**	
Stream 3 ***Sponsorships and Funding*** Managed by Proponent **Refer:** RWE-004 Community investment opportunities_RevA	**General sponsorships and grants** for groups in Dalby, Wier River, Marmadua or Halliford.	$160,110~~150,075~~ 7/8/26	25%	Stream 3 (10 to 40%) Upon Development Approval
Total Value Stream 3		**$160,110~~150,075~~** 7/8/26	**25.00%**	
Total Value Agreement		**$ 645,300~~600,300.00~~** 7/8/26	**50%**	