

Community Benefit Agreement

Isaac Regional Council

Iberdrola Australia Development Pty Limited ACN 137 258 470

Burrenbring BESS Community Benefit Agreement

Version: 1

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Community benefit agreement

Dated

Parties

Council	Isaac Regional Council of Grosvenor Complex, Batchelor Parade, Moranbah, Queensland 4744
Proponent	Iberdrola Australia Development Pty Limited ACN 137 258 470 of 'Governor Phillip Tower' Level 22, 1 Farrer Place, Sydney, NSW 2000

Background

- A The Development Land is to be the subject of the Proposed Development.
- B The Proponent is required to enter into a community benefit agreement to make the Development Application for the Proposed Development.
- C This document sets out the Proponent's obligations to provide a benefit to the community in the locality of the Proposed Development.
- D This document is a Community Benefit Agreement for the purpose of the Planning Act.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this document unless a contrary intention appears, the following terms have the meaning below:

Term	Definition
Active	in relation to a Proposed Development, has the meaning given by clause 4.2(b).
Agreed Contribution	means, for each energy type, the amount stated in Column 3 of Schedule 2 as indexed pursuant to clause 20.
Application	means an application for an Approval, and includes a document submitted for the Application before the determination of the Application.
Approval	means a consent, permit, licence, certificate, authorisation, registration, membership, allocation or approval under a law and includes a Development Approval.

Term	Definition
Approval Authority	means an Authority under a law having the function to decide an Approval.
APRA	means the Australian Prudential Regulation Authority.
Authorised Insurer	means an insurer: a) authorised to conduct new or renewal insurance business in Australia; a) that is a corporation registered by APRA under the <i>Insurance Act 1973</i>; b) has a Standard & Poor's rating of 'A+' or better; and c) approved by Council at its sole discretion.
Authority	means a government, semi-government, local government, statutory, public, ministerial, civil, administrative, fiscal or judicial body or other entity or body with relevant power or authority.
Business Day	has the meaning in the <i>Acts Interpretation Act 1954</i> (Qld).
CBAC	means a Community Benefit Agreement Condition and a Spending Commitment deliverable by the Proponent.
CBC	means a Community Benefit Contribution.
CBC Rebate	means a rebate of a payable CBC.
Claim	means an allegation, debt, cause of action, liability claim, proceeding, suit or demand of any nature at law or otherwise, whether present or future, fixed or unascertained, actual or contingent.
Commencement Date	means the date stated in Item 2 of Schedule 1, or if no date is stated, means the date when the last party executes this document.
Commissioned	in relation to the Proposed Development, means the date on which both of the following have been satisfied: (a) the Proposed Development has successfully completed all commissioning tests; and (b) the Australian Energy Market Operator or relevant network provider has approved the Proposed Development to import and export electricity at its nameplate capacity, as notified by the Proponent to Council. To avoid doubt, a Proposed Development is not Commissioned upon early energisation, a commissioning hold point, or a limited test export.
Community Benefit Agreement	has the meaning given by the Planning Act.
Community Commitment	means a CBC or a CBAC.
Completion	means the stage in the provision of a matter by the Proponent when Council is satisfied (acting reasonably) that the matter is complete other than for a minor omission or a minor defect either of which: (a) is not essential;

Term	Definition
	(b) does not prevent the matter from being reasonably capable of being used for its intended purpose; (c) Council determines the Proponent has a reasonable basis for not promptly rectifying; and the rectification of which will not prejudice the convenient use of the matter.
Corporations Act	means the Corporations Act 2001 (Cth).
Council	means Isaac Regional Council.
CPI	means the Brisbane All Groups Consumer Price Index, or if that measure is discontinued, the replacement or closest equivalent measure.
Deal	means to sell, transfer, assign, mortgage, charge, secure, encumber or otherwise deal with the matter for which the term is used.
Decommissioned	means, in relation to the Proposed Development, the date on which the Proposed Development has been permanently de-energised and disconnected from the grid and any behind the meter commercial customers to allow decommissioning. To avoid doubt, the Proposed Development is not Decommissioned by a Repowering of any part of the Proposed Development and any disconnection associated with a Repowering.
Development Application	has the meaning given by the Planning Act.
Development Approval	has the meaning given by the Planning Act.
Development Land	means the land stated at Item 4 of Schedule 1 and identified by map located at Annexure A.
Development Manual	means the Capricorn Municipal Development Guidelines in effect from time to time.
Dispute Notice	has the meaning given to it in clause 11.2.
FID Date	means the financial investment decision date, being the earlier of the following dates: a) the date on which: i. all Approvals for the construction and operation of the Proposed Development have been secured to the reasonable satisfaction of the Proponent; and ii. a connection access agreement has been executed, which is between the Proponent and Powerlink that regulates the Proposed Development's connection to Powerlink's transmission network for the Proposed Development; and iii. binding equity and/or debt commitments have been entered into that in aggregate provide sufficient funding for construction of the Proposed Development, and all conditions

Term	Definition
	precedent to those commitments have been satisfied or waived, and they have become unconditional; or
	b) the date that the Proposed Development is Under Construction.
Financial Institution	means a corporation that is: a) authorised under the <i>Banking Act 1959</i>; b) regulated by APRA under APRA's enabling legislation, including banks, building societies and credit unions; and c) approved by Council at its sole discretion.
Financial Year	means the period from 1 July to 30 June.
Force Majeure	means an event: a) being a Commonwealth or State government decree, an act of God, industrial disturbance, act of public enemy, war, international blockade, public riot, lightning, flood, earthquake, fire, storm or other physical or material restraint (and includes effects directly caused by the event); b) which is not within the reasonable control of the party claiming Force Majeure; and c) which could not have been prevented by that party exercising a standard of knowledge, foresight, care and diligence consistent with that of a prudent and competent person under the circumstances.
Government Agency	means: a) a government or government department or other body; b) a governmental, semi-governmental or judicial person; or c) a person (whether autonomous or not) who is charged with the administration of a law.
GST	has the meaning in the GST Act.
GST Act	means A New Tax System (Goods and Services Tax) Act 1999 (Cth).
ICN	means an infrastructure charge notice and has the meaning given by the Planning Act.
Infrastructure Agreement	has the meaning given by the Planning Act.
Infrastructure Standard	means a standard, policy or procedure for infrastructure specified by: a) the Development Manual; and b) if the standard, policy or procedure is not included in the Development Manual: i. Austroads; ii. Australian Standards Limited; iii. a manufacturer;

Term	Definition
	iv. an Approval Authority; v. AUS-SPEC; vi. the Department of Transport and Main Roads; vii. ISO International Standards; viii. the National Building Specification (NATSPEC); ix. the BCA which applies in the State of Queensland, for building work; x. the Planning Scheme; xi. an Approval; xii. a law; and xiii. this document.
Installed Capacity	means the nameplate electrical storage capacity installed, of the whole Proposed Development from time to time, recorded in MWh.
LGA	means the Local Government Act 2009 (Qld).
Macquarie Dictionary	means the latest version of the dictionary referred to as the <i>Macquarie Dictionary</i> published by Pan Macmillan Australia, and includes the online resource of the same name.
Maintenance Obligation	means the obligation to maintain a Work Contribution to all relevant Infrastructure Standards, including rectification of any defects.
Maintenance Period	means the period specified in clause 6.3 during which a Work Contribution is to be maintained.
Mediation Rules	means the Resolution Institute Mediation Rules.
MWh	means megawatt hours.
Minor Change	has the meaning given by the Planning Act.
Notice	means a document to be given by a party, or a person under this document.
Notice to Proceed	means the written Notice issued by the Proponent to the main construction contractor for the Proposed Development directing the main construction contractor to proceed with the main construction works (excluding Preliminary Works) required for the construction of the Proposed Development.
Operational	means, in relation to the Proposed Development, the period starting from the date on which the Proposed Development is Commissioned and finishing on the date on which the Proposed Development is Decommissioned.
Owner	has the meaning under the Planning Act.
Parties	means the person/s who have entered into and executed this Community Benefit Agreement, as identified in Item 3 of Schedule 1.

Term	Definition
Personal Information	has the meaning in the <i>Information Privacy Act 2009</i> (Qld).
Planning Act	means the Planning Act 2016 (Qld).
Planning Regulation	means the Planning Regulation 2017 (Qld).
Planning Scheme	means the Issac Regional Council Planning Scheme 2021, as amended from time to time.
Policy	means the Renewable Energy Community Benefit Agreement Policy as amended from time to time.
Preliminary works	means the following in relation to the Development Land: a) preliminary civil works such as earthworks and access road construction; b) geotechnical investigations; c) fencing; d) the establishment of operational and construction compounds including buildings and pipelines; and e) pile testing.
Prescribed Application	means the Development Application for which this community benefit agreement has been entered into pursuant to section 51(4)(b) of the Planning Act, as described in Schedule 1, Item 5.
Prescribed Approval	means a development approval for the Prescribed Application, if any.
Proposed Development	means development proposed by the Prescribed Application and approved by the Prescribed Approval.
Related Entity	has the meaning given by the Corporations Act.
Repowering	means replacing, refurbishing or updating the existing renewable energy storage and transfer equipment with the aim of extending the operational life, increasing the capacity or improving the efficiency and reliability of the Proposed Development.
Resolution Institute	means the Resolution Institute ACN 008 651 232, a company limited by guarantee, and any successor organisation.
Security	means a surety under clause 8.
Schedule	means a schedule to this document.
Social Impact	has the meaning given by the Planning Act.
Spending Commitment	means a commitment detailed in Schedule 3.
Tax	means the following: a) a tax, levy, impost, deduction, charge or duty (including stamp and transactional duty) imposed under a law by an Authority, excluding GST; b) any interest, penalty, fine and expense for a matter under paragraph a).

Term	Definition
Under Construction	means the period starting from the date of the Notice to Proceed and finishing on the date that the Proposed Development becomes Operational.
Work Contract	means a contract for the provision of a Work Contribution.
Work Contribution	means the provision of work, including any materials, for infrastructure or community assets.

1.2 Undefined word

If a word is not defined in this document, unless the context or subject matter otherwise indicates or requires, the word is to have a meaning given to it by the following:

- (a) the Planning Act;
- (b) the LGA;
- (c) a relevant local planning instrument if the word is not defined in the Planning Act or the LGA; or
- (d) the Macquarie Dictionary if the word is not defined in the Planning Act, the LGA or a relevant local planning instrument.

1.3 Interpretation

In this document, unless the context otherwise requires:

- (a) a reference to the word dollar or \$, is a reference to a dollar of Australian currency and an amount payable is payable in Australian dollars;
- (b) a reference to the word includes, or to an example or particularisation of a clause, does not limit the meaning of a word to which the clause relates to a matter of a similar kind;
- (c) a reference to a party made up of more than one person, is a reference to all of those persons separately so that:
 - (i) an obligation of a party binds them jointly and each of them individually; and
 - (ii) a right of a party benefits them jointly and each of them individually;
- (d) a reference to a period of time which is to be calculated by regard to a day or an event, is to exclude the day or the day of the event;
- (e) a reference to the word 'sell', includes transfer, dispose of and alienate but excludes a mortgage, licence, grant of an easement and a lease other than a lease for a term including an option exceeding five years;
- (f) a reference to a successor in title of land, includes the following:
 - (i) a person deriving title to the land through or under the Owner of the land;
 - (ii) a mortgagee which takes possession of the land;

- (g) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (h) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (i) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (j) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (k) a reference to this document includes the agreement recorded by this document;
- (l) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (m) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;
- (n) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (o) a reference to 'month' means calendar month.

2 Community benefit agreement

2.1 Community benefit agreement under the Planning Act

This document is a Community Benefit Agreement under section 160Y of the Planning Act.

2.2 Application of the agreement

This document applies to:

- (a) the Development Land; and
- (b) all development comprising the Proposed Development.

2.3 Proponent's successors

- (a) A Community Commitment is taken to be given on behalf of the Proponent and binds the successors of the Proponent.
- (b) A Community Commitment is and remains personal to the Proponent other than as expressly provided in this document.

2.4 Relationship to a Prescribed Application

- (a) The Prescribed Application for the Proposed Development of the Development Land must be consistent with this document.

- (b) A Development Application related to the Prescribed Application or Prescribed Approval must not be inconsistent with this document.
- (c) An Approval Authority in deciding a Prescribed Application for the Development Land is, to the extent permitted by the Planning Act, to have regard to a relevant matter in this document.

2.5 Relationship to an Approval etc.

- (a) This clause 2.5 applies to the following instruments (**Instrument**):
 - (i) an Infrastructure Agreement that relates to the Prescribed Approval;
 - (ii) the Prescribed Approval; and
 - (iii) an ICN that relates to the Prescribed Approval.
- (b) It is the Parties' intention that the obligations recorded in this document are in addition to, and not a replacement for, obligations within an Instrument.
- (c) To the greatest extent possible, this document should be interpreted as being consistent with an Instrument.
- (d) To the extent of any inconsistency, this document applies instead of an Instrument.
- (e) This document is not intended to limit or fetter:
 - (i) any condition imposed on the Prescribed Approval; or
 - (ii) any infrastructure charges applicable to the Prescribed Approval.

2.6 Change to Proposed Development

- (a) If the Proponent intends to change a Prescribed Application or Prescribed Approval:
 - (i) the Proponent must give Council Notice of the change in the form set out in Schedule 4; and
 - (ii) if the change is reasonably likely to change the Social Impact of the Proposed Development, the Parties must negotiate to amend this agreement to reflect the changed Social Impacts of the Proposed Development.
- (b) Unless otherwise agreed by the Parties in writing, the Community Commitments in this document do not change if a Prescribed Application or Prescribed Approval is changed by a Minor Change.

2.7 Variation, termination or replacement of this document

The Parties may agree to vary, terminate or replace this document by consent in writing.

2.8 Periodic review of this Agreement

- (a) At a minimum, the Parties will review this Agreement at least once every four years unless otherwise agreed.
- (b) A review of this Agreement pursuant to this clause 2.8 must:

- (i) consider the allocation and prioritisation of Community Commitments;
 - (ii) have regard to community wants and needs, the Social Impacts of the Proposed Development and regional priorities at the time of the review;
 - (iii) have regard to the Policy and any other guidelines and policies published by Council and the State about Social Impacts and community benefits that are relevant to the Proposed Development; and
 - (iv) consider the effectiveness of existing Community Commitments in addressing Social Impacts and achieving community benefits, and identify opportunities to improve or refine delivery outcomes.
- (c) Nothing in this clause 2.8:
- (i) prevents the Parties reviewing this Agreement more frequently than every four years; or
 - (ii) requires a party to agree to change to this Agreement.

2.9 Periodic review of Schedule 3

- (a) At a minimum, the Parties will review Schedule 3 at least once every four years (**Schedule 3 Review**) unless otherwise agreed.
- (b) If the Parties agree on a revised Schedule 3 during a Schedule 3 Review, this revised Schedule 3 will replace Schedule 3 to this Agreement and will remain in effect until the next scheduled Schedule 3 Review under clause 2.9(a).
- (c) If the Parties do not agree on a revised Schedule 3 during a Schedule 3 Review, Schedule 3 will cease to apply, and no initiatives will be funded or delivered under it for the period following that Schedule 3 Review until the next Schedule 3 Review.
- (d) This clause 2.9 does not affect the Proponent's obligations to pay the CBC as required under clause 4.1.

2.10 Good faith

The Parties agree to act in good faith in all dealings in relation to, or arising from, this Agreement.

2.11 Change to planning instruments or law

This document prevails if there is a change to any planning instrument or other applicable law after the Commencement Date which affects any Community Commitments.

2.12 Notice of Key Events

The Proponent must give a Notice to Council of any of the following occurring, within 5 Business Days of the event occurring:

- (a) the FID Date occurring;
- (b) a change in the Installed Capacity;
- (c) the Notice to Proceed being issued to the relevant construction contractor;

- (d) the Proposed Development becoming:
 - (i) Under Construction;
 - (ii) Operational;
 - (iii) Decommissioned;
- (e) a termination event listed in clause 3.3(a) occurring.

3 Operation of the community benefit agreement

3.1 Commencement of the community benefit agreement

This document commences on the Commencement Date.

3.2 Condition precedent

Clauses 4, 5, and 6 are not binding on the Parties and are of no force and effect unless and until the FID Date occurs.

3.3 Termination

- (a) This document terminates as follows:
 - (i) If the Prescribed Application does not result in a Development Approval this document terminates on the Business Day after all appeal rights in relation to the Prescribed Application (including appeal rights in relation to a decision of a court) have expired;
 - (ii) If the Prescribed Approval lapses, this document terminates on the day after the Prescribed Approval lapses;
 - (iii) If the Proposed Development becomes Active, this document terminates on the Business Day after the Proponent no longer has an obligation to provide any Community Commitments, including the obligation to pay any amount of money;
 - (iv) If the Prescribed Application is not lodged within four years of the date of this Agreement, or if the Prescribed Application is withdrawn.
- (b) The Parties may terminate this Agreement by written agreement.

4 Community benefit contribution

4.1 Payment of CBC

- (a) Subject to clauses 4.2 and 4.5, the Proponent must provide a CBC to Council annually.
- (b) The annual CBC provided by the Proponent is calculated for each energy type as follows:

$$CBC = AC \times C \times \frac{AD}{TD}$$

Where:

AC	is the Agreed Contribution, as indexed pursuant to clause 20.
C	is the Installed Capacity, in MWh
AD	is the total days in the previous Financial Year the Proposed Development was Active.
TD	is the total days in the previous Financial Year.

- (c) The CBC:
- (i) is calculated on the first Business Day after 30 June each year;
 - (ii) must be paid annually to Council by 30 September for the previous Financial Year;
 - (iii) is not refundable; and
 - (iv) is to be paid to in accordance with a tax invoice issued by Council.

4.2 When CBC Obligation arises

- (a) The Proponent must provide a CBC for any Financial Year in which the Proposed Development is Active.
- (b) A Proposed Development is Active if:
 - (i) the Proposed Development is Under Construction; or
 - (ii) the Proposed Development is Operational.
- (c) A Proposed Development ceases to be Under Construction from the date it becomes Operational.
- (d) A Proposed Development ceases to be Operational from the date it becomes Decommissioned.
- (e) If a Proposed Development satisfied the definition of both Under Construction and Operational in a Financial Year, the Proposed Development is taken to be Operational rather than Under Construction.

4.3 Discount on CBC during construction

For the period in which a Proposed Development is Under Construction, but not Operational, the Proponent is entitled to a 95% discount on the CBC payable pursuant to clause 4.1.

4.4 CBC Rebate

- (a) The Proponent is entitled to a CBC Rebate for a CBC if:
 - (i) the Proponent delivers, to Council's satisfaction, a Spending Commitment that the Parties have identified as being rebate eligible in Schedule 3; and
 - (ii) the Proponent provides evidence, to Council's satisfaction, of the delivery of the Spending Commitment, including evidence of the value of the Spending Commitment, prior to the first day of August annually.

- (b) A CBC Rebate:
 - (i) is, for each Spending Commitment, equal to the actual expenditure by the Proponent on the Spending Commitment in the previous Financial Year;
 - (ii) is, for each Spending Commitment, capped at the identified Annual Commitment for each Spending Commitment, subject to indexation if the Spending Commitment is identified as being subject to indexation;
 - (iii) cannot in total exceed 80% of the total payable CBC in a given Financial Year; and
 - (iv) cannot be carried over or offset against future CBC obligations.

4.5 Pre-payment of a CBC

- (a) From the commencement of the Operational stage, the Proponent may elect to pre-pay a portion of future CBCs in accordance with this clause 4.5.
- (b) To elect to pre-pay a portion of future CBCs, the Proponent must provide Council with Notice in writing (**Pre-Payment Election Notice**) specifying:
 - (i) the Financial Years to which the election relates (**Pre-Paid Years**); and
 - (ii) the percentage of the CBC for each Financial Year that the Proponent elects to pre-pay, at a minimum of 80% (**Pre-Paid Percentage**).
- (c) Within 15 days of receiving a Pre-Payment Election Notice, Council must issue an invoice to the Proponent for the sum payable in respect of the Pre-Paid Years, calculated pursuant to clause 4.1 on the basis of the Installed Capacity at the time.
- (d) Upon Council's receipt of payment in full of the invoice issued under clause 4.5(c), the Proponent will be taken to have satisfied its obligation to make annual CBC payments for the Pre-Paid Years as required under clause 4.1 to the extent of the Pre-Paid Percentage, provided that the Installed Capacity does not change during the Pre-Paid Years.
- (e) The Proponent remains liable for the balance of the CBC in accordance with clause 4.1.

Worked example

If a CBC owed in a Financial Year is \$100,000, the Proponent is entitled to issue a Pre-Payment Election Notice seeking to pay at least \$80,000 for each future Financial Year.

If the Proponent seeks to pre-pay five years of CBCs, Council will issue an invoice for \$400,000, being five times \$80,000, which the Proponent will then pay.

In the following Pre-Paid Years, the Proponent's CBC owed will be only 20% of the CBC calculated pursuant to clause 4.1, because 80% has already been paid.

- (f) If, during the Pre-Paid Years, the Installed Capacity increases, Council will issue an invoice to the Proponent for the difference between:
 - (i) the Pre-Paid Percentage of the CBC that would have been payable for the Pre-Paid Years had the increased Installed Capacity been in effect at the time of the Pre-Payment Election; and

- (ii) the amount already paid by the Pre-Payment Election.
- (g) If, during the Pre-Paid Years, the Installed Capacity decreases, the Proponent will be credited with the difference between:
 - (i) the Pre-Paid Percentage of the CBC that would have been payable for the Pre-Paid Years had the decreased Installed Capacity been in effect at the time of the Pre-Payment Election; and
 - (ii) the amount already paid by the Pre-Payment Election.
- (h) A credit accrued pursuant to clause 4.5(g):
 - (i) can be used to offset against future CBCs owed; and
 - (ii) cannot be redeemed for cash.
- (i) Indexation under clause 20 will not apply to the Pre-Paid Percentage of the CBC for a Pre-Paid Year and the sum invoiced under clause 4.5(c) will not be adjusted for indexation. Indexation will continue to apply to the unpaid balance of the CBC for each Pre-Paid Year (including adjustments for changes in the Approved Capacity).

4.6 Use of CBC

- (a) Council may only use CBC funds it receives in accordance with the Policy.
- (b) At the Commencement Date, the Policy requires that CBC funds Council receives will be used in the following way:

Community Benefit Stream Allocations			
Community and Legacy Projects	80%	\$240,000	Annual contribution from Operations eligible for policy rebate
Isaac Futures Fund	15%	\$45,000	Annual contribution from Operations
Renewable Energy Coordination	5%	\$15,000	Annual contribution from Under Construction

- (c) Where Schedule 3 specifies that Council is to allocate an amount of a CBC for a particular thing that amount must be used for that purpose.
- (d) Council is not obliged to spend all CBC funds it receives in a given year.
- (e) Council may consolidate CBC funds received pursuant to this agreement with other funds received pursuant to other Community Benefit Agreements.
- (f) Any interest received on CBC funds belongs to Council, and may be used only in accordance with the Policy.
- (g) Nothing in this agreement:

- (i) prevents Council from contributing additional funds from its consolidated revenue to CBC funds it receives; or
- (ii) requires Council to contribute additional funds from its consolidated revenue to CBC funds it receives.

4.7 Recognition of Community Commitments

- (a) Council will, from time to time, publicly and positively recognise Community Commitments made by the Proponent in accordance with this document.
- (b) Public recognition of Community Commitments made by the Proponent may include:
 - (i) general acknowledgment in Council publications, reports or communications;
 - (ii) specific acknowledgment of Community Commitments through signage or other communications;
 - (iii) involvement of the Proponent in public events; or
 - (iv) other recognition in accordance with any policy published by Council.
- (c) Council will consult with the Proponent regarding public recognition when Council considers it appropriate and must take into account any views expressed by the Proponent on public recognition, acting reasonably.
- (d) Public recognition by Council of Community Commitments made by the Proponent:
 - (i) will reflect the nature and scale of the Community Commitment;
 - (ii) aligned with Council's communication and branding practices; and
 - (iii) is at Council's discretion, acting reasonably.
- (e) Nothing in this Clause 4.7:
 - (i) prevents the Proponent publicly advertising its Community Commitments in the manner it considers appropriate;
 - (ii) authorises a Party to use the other Party's intellectual property without prior consent.

5 Community Benefit Agreement Conditions

5.1 Compliance with CBACs

The Proponent must comply with each CBACs detailed in Schedule 3 and Schedule 4 including the relevant specifications detailed in Annexure B, from the Date of Commencement to the Date of Cessation.

5.2 Amendment of CBACs

The Parties may agree to amend the CBAC by amending this agreement pursuant to clause 23.1.

6 Community Commitment generally

6.1 Action to give effect to a Community Commitment

- (a) The Proponent must take any actions which are reasonably necessary to comply with a CBAC, including the following:
 - (i) the making of an Application;
 - (ii) the obtaining of an Approval;
 - (iii) complying with an Approval including the conditions of an Approval;
 - (iv) Dealing with land or a document;
 - (v) any other action as reasonably directed by Council from time to time.
- (b) The Proponent must:
 - (i) comply as soon as is reasonably practicable with a Notice given by Council to the Proponent which states that the Proponent is to provide reasonable or relevant information to Council for the following:
 - (A) the Proposed Development of the Development Land;
 - (B) a Community Commitment;
 - (C) to allow Council to determine whether a Community Commitment has been performed and fulfilled
 - (ii) by 1 August each year, give to Council a Notice which states the Proponent's performance and fulfilment of its obligations under the following:
 - (A) this document;
 - (B) the Prescribed Approval.

6.2 Specification of a CBAC

A CBAC is to comply with the following:

- (a) this document;
- (b) a relevant law;
- (c) a relevant planning instrument;
- (d) a relevant Approval;
- (e) a relevant Infrastructure Standard.

6.3 Maintenance Period

- (a) This clause applies if a CBAC involves a Work Contribution.

- (b) If the Proponent considers that a Work Contribution has reached Completion, the Proponent must give Notice to Council requesting confirmation that the Maintenance Period has commenced.
- (c) The Maintenance Period for a Work Contribution is the period which:
 - (i) commences on the date Council issues a Notice to the Proponent that it is satisfied (acting reasonably) the requirements for the acceptance of the Work Contribution under the Development Manual have been complied with and the Work Contribution is accepted 'on maintenance'; and
 - (ii) ends on the date Council gives the Proponent a Notice that the requirements for the final acceptance of the Work Contribution under the Development Manual have been complied with and the Work Contribution is accepted 'off maintenance'.
- (d) If Council is not satisfied the requirements of the Development Manual for the commencement or end of the Maintenance Period have been complied with, Council must issue a Notice to the Proponent stating:
 - (i) the reasons why Council is not satisfied compliance with the Development Manual has been achieved;
 - (ii) how compliance with the Development Manual is to be achieved; and
 - (iii) a time for achieving compliance with the Development Manual.
- (e) The Proponent must comply with a Notice issued by Council under clause 6.3(d).

6.4 Maintenance Obligation for Work Contribution

Unless otherwise specified in Schedule 4, if a CBAC involves making a Work Contribution, the Proponent must also carry out the Maintenance Obligation during the Maintenance Period.

7 Dealing in respect of the Development Land and this document

7.1 Dealing with the Development Land

- (a) The Proponent must not sell, assign, novate, dispose of or otherwise transfer its interest in the Development Land or the Proposed Development to another person (**Transferee**) unless:
 - (i) Council:
 - (A) is satisfied, acting reasonably, that:
 - (I) it holds an appropriate Security to secure the performance and fulfilment of any unfulfilled Community Commitment (**Prescribed Community Commitment**); and
 - (II) the Transferee is able and willing to perform the Prescribed Community Commitment; and

- (ii) the Proponent and Transferee execute, at their cost, a deed of novation with Council in which the Transferee becomes contractually bound to Council to perform and fulfil the Prescribed Community Commitment.
- (b) Clause 7.1(a) does not prevent the Proponent from entering into an agreement for the sale, assignment, novation or transfer of its interest in the Development Land which is conditional upon compliance with the matters stated in clause 7.1(a) prior to completion of the transaction.

7.2 Dealing in respect of this document by the Proponent

- (a) The Proponent must not, other than in accordance with the consent of Council:
 - (i) vary an interest, right or obligation under this document; or
 - (ii) sell, transfer or assign an interest, right or obligation under this document.
- (b) If the Proponent does not comply with clause 7.2(a), the Proponent must perform and fulfil a Community Commitment which has not been performed and fulfilled as soon as possible or at such other time which is stated in a Notice given by Council to the Proponent, even if the time otherwise appointed for the performance and fulfilment of the Community Commitment has not arrived.
- (c) Council's consent under clause 7.2 to a sale, transfer or assignment to a Related Entity of the Proponent must not be unreasonably withheld.

7.3 Dealing by Council

Council may, without the Proponent's consent, assign to an Authority or entity an interest, right or obligation under this document in the following circumstances:

- (a) a Council function is taken over by the Authority or entity; or
- (b) Council otherwise determines acting in the public interest that it is desirable for this to happen.

8 Security

8.1 Provision of a Security

The Proponent must provide to Council the Security as specified by Schedule 1, Item 7 by the time specified for each Security in Schedule 1, Item 7.

8.2 Form of a Security

The Proponent must provide to Council a Security which is in the following form:

- (a) money;
- (b) a banker's undertaking or insurance bond which satisfies the following:
 - (i) is in favour of Council or an entity stated in a Notice given by Council;
 - (ii) is given by a Financial Institution or Authorised Insurer consented to by Council;

- (iii) Council may claim a payment on demand without reference to the Proponent and despite an objection, direction or Claim by the Proponent to the contrary;
- (iv) the Financial Institution or Authorised Insurer must make a payment on demand without reference to the Proponent and despite an objection, direction or Claim by the Proponent to the contrary;
- (v) is unlimited in time;
- (vi) is irrevocable;
- (vii) is otherwise unconditional; and
- (viii) is in a form satisfactory to Council; or
- (c) another form of surety agreed to in writing by Council.

8.3 Reduction of a Security

- (a) Subject to clause 8.4, the Proponent is not entitled to reduce a Security without the consent of Council.
- (b) The Proponent may give to Council a Notice which states that Council is requested to reduce the amount of a Security on the basis that a Community Commitment to which the Security relates has been performed and fulfilled.
- (c) Council may decide to reduce a Security at its sole discretion, having regard to whether a Community Commitment has been performed and fulfilled.
- (d) If Council agrees to reduce a Security, it must return the balance of the Security to the Proponent as soon as reasonably possible.

8.4 Revaluation of CBC Security

- (a) This clause applies to a Security if a revaluation is specified by Schedule 1, Item 9.
- (b) On every fourth anniversary of the date of the provision to Council of a Security (**Revaluation Date**) the amount of security must be revalued.
- (c) The revalued security (**Revalued Security**) will equal to the higher of:
 - (i) two times the value of the CBC most recently calculated pursuant to clause 4.1, excluding any applicable CBC Rebate; and
 - (ii) the value of the relevant Security immediately before the revaluation.
- (d) Council must give the Proponent a Notice which states the value of the Revalued Security.
- (e) The Proponent must, within 10 Business Days of the receipt of a Notice under clause 8.4(d), give to Council a replacement or further Security so that Council holds Security for an amount equal to the Revalued Security.
- (f) Council is to release and return to the Proponent an existing Security upon the receipt of a replacement Security for the full amount of the Revalued Security under clause 8.4(e).

8.5 Adjustment of a Security

- (a) This clause 8.5 applies to a Security that:
- (i) relates to an obligation that is not indexed in accordance with clause 20; and
 - (ii) is not subject to clause 8.4.
- (b) On every fourth anniversary of the date of the provision to Council of a Security (**Adjustment Date**) the amount of a Security (**Security Amount**) is adjusted to a revised amount (**Revised Security Amount**) by applying the following formula:
- $$RSA = \frac{SA \times A}{B}$$
- where:
- RSA is the Revised Security Amount.
- SA is the Security Amount on the relevant Adjustment Date.
- A is the index number for the CPI immediately before the relevant Adjustment Date.
- B is the index number for the CPI immediately before the later of the following:
- (i) the date of the provision to Council of the Security for the first adjustment of the Security Amount;
 - (ii) the immediately preceding Adjustment Date for a later adjustment of the Revised Security Amount.
- (c) This clause 8.5(c) applies to a Security that relates to a payment obligation that is indexed in accordance with clause 20. The Revised Security Amount is to be adjusted on each Adjustment Date to reflect the amount of the Security including indexation applied under clause 20.
- (d) Council may give the Proponent a Notice which states that the Proponent is to increase the amount of a Security to the Revised Security Amount.
- (e) The Proponent must, within 10 Business Days of the receipt of a Notice under clause 8.5(c), give to Council a replacement or further Security so that Council holds a Security for an amount equal to the Revised Security Amount.
- (f) Council is to release and return to the Proponent an existing Security upon the receipt of a replacement Security for the Revised Security Amount under clause 8.5(e).

8.6 Release of a Security

- (a) The Proponent may give to Council a Notice which states that Council is requested to release and return to the Proponent a Security, if the Proponent has performed and fulfilled the Community Commitment to which the Security relates.
- (b) Council must, within 20 Business Days of the receipt of a Notice under clause 8.6(a) give to the Proponent a Notice which states whether Council is satisfied (acting reasonably) of the following:
- (i) that the Proponent has performed and fulfilled the Community Commitment to which the Security relates; and

- (ii) that Council has no actual or contingent liability arising as a result of the Proponent's performance and fulfilment of the Community Commitment.
- (c) If Council is satisfied of the relevant matters in clause 8.6(b), Council must release and return the Security to the Proponent within 10 Business Days of Council giving to the Proponent a Notice under clause 8.6(b).
- (d) If Council is not satisfied of the relevant matters in clause 8.6(b), the Notice issued by Council under clause 8.6(b) must provide:
 - (i) why Council is not satisfied of those matters; and
 - (ii) what the Proponent must do to satisfy Council of those matters.
- (e) If the Proponent receives a Notice from Council in accordance with clause 8.6(d), it may, after complying with the Notice, issue a further Notice to Council under clause 8.6(a) requesting Council to release and return the Security.

8.7 Replacement of a Security

- (a) The Proponent may give Council a Notice requesting Council release and return a Security in exchange for a replacement Security.
- (b) The replacement Security must be:
 - (i) equal to the value of the Security;
 - (ii) on the same terms as the Security; and
 - (iii) in accordance with clause 8.2.
- (c) If the replacement Security complies with clause 8.7(b), Council must, within 10 Business Days of the receipt of a Notice under clause 8.7(a):
 - (i) agree to the request; and
 - (ii) unless otherwise agreed between Council and the Proponent, release and return the Security to the Proponent within 15 Business Days of the replacement Security being provided to Council.

8.8 Interest earned on a Security

Any interest earned on a Security belongs to Council.

9 Default

9.1 Events of default

The Proponent defaults under this document if it fails to discharge an obligation under this document, by the time prescribed in this document.

9.2 Default Notice

In this clause, a Default Notice is a Notice from Council to the Proponent:

- (a) specifying in reasonable detail a default by the Proponent under this document;
- (b) requesting the Proponent rectify the default within the period specified in the Notice, which period must be reasonable; and
- (c) specifying in reasonable detail the action which the Proponent is required to take to perform and rectify the default.

9.3 Entitlements upon default

- (a) For a default that is rectifiable, if the Proponent fails to comply with the Default Notice, Council may, as the case requires:
 - (i) rectify the default;
 - (ii) recover the CBC as a liquidated debt; and
 - (iii) recover from the Proponent as a liquidated debt the money it expends in giving the Default Notice, recovering the outstanding CBCs, or in rectifying the default.
- (b) Council's entitlements under this clause are additional to its entitlements under legislation (including, to prevent doubt, the Planning Scheme) and at general law.

9.4 Council may act in public interest

- (a) Regardless of the existence of a Dispute, Council may undertake any action the subject of a Default Notice if it considers in its absolute discretion (acting reasonably) that delaying the action will compromise public safety, will be an unacceptable risk to property or will inconvenience the public unreasonably.
- (b) If the Dispute is resolved by an agreement or a determination that the Proponent is in default, the Proponent must comply with the Default Notice:
 - (i) within the period prescribed in the Default Notice; or
 - (ii) by the date otherwise agreed or determined upon resolution of the Dispute,
 if Council has not exercised its entitlement under clause 9.4(a).
- (c) If Council has undertaken the relevant action under clause 9.4(a), it may exercise its entitlements under clause 9.3 subject to a contrary agreement or determination upon resolution of the Dispute.
- (d) If the Dispute is resolved by an agreement or a determination that the Proponent is not in default:
 - (i) the Proponent may ignore the Default Notice; and
 - (ii) Council must bear the cost of the action undertaken pursuant to clause 9.4(a) to the extent that the cost is not otherwise payable by the Proponent or recoverable from it, under this document.
- (e) If Council decides to undertake the action under clause 9.4(a), Council may perform and fulfil part of the relevant obligation to ensure that Council does not spend more than the amount secured by the Security.

9.5 Recourse to a security

- (a) Council may have recourse to a Security for a matter to which the Security relates which has not been performed and fulfilled by the Proponent in accordance with this document.
- (b) Council may convert a Security into money if the Security does not consist of money.

9.6 Council is relieved of its obligations for the period of the Proponent's default

Council is, for the time the Proponent has failed to perform and fulfil a Community Commitment, under no obligation to perform or fulfil the following:

- (a) an obligation of Council under this document;
- (b) give a consent or express Council's satisfaction for a matter or take an action for a matter requiring Council's consent or the expression of Council's satisfaction under this document.

10 Insurance, Indemnity and Release

10.1 Insurance

- (a) The Proponent must ensure that:
 - (i) it effects and maintains public and products liability insurance which covers each of the Proponent, Council and all contractors for their respective rights and interests and for their liabilities to each other and to third parties with a limit of indemnity of \$20 million per occurrence;
 - (ii) it effects and maintains third party motor vehicle liability insurance in respect of every motor vehicle used upon or in connection with carrying out the Community Commitment for at least \$20 million per claim;
 - (iii) it effects and maintains workers' compensation insurance with respect to all of its employees in accordance with the *Workers' Compensation and Rehabilitation Act 2003* (Qld); and
 - (iv) each contractor utilising the Council infrastructure as provided for in this document effects and maintains workers' compensation insurance with respect to all of the contractor's employees in accordance with the *Workers' Compensation and Rehabilitation Act 2003* (Qld).
- (b) The insurances referred to in clause 10.1(a)(i) shall include a cross liability clause in which the insurer agrees to waive all rights of subrogation or action against any of the persons comprising the insured and for the purpose of which the insurer accepts the terms 'insured' as applying to each of the persons comprising the insured as if a separate policy of insurance had been issued to each of them subject to the overall limit of liability not being increased.
- (c) Unless otherwise specified in this document, the insurances referred to in this clause must be in effect before the Proponent undertakes a Community Commitment under this document and must be maintained until the end of Under Construction or Completion of all Community Commitments.
- (d) Whenever reasonably requested by Council, the Proponent must provide to Council:

- (i) in relation to the insurances referred to in clause 10.1(a)(ii) above – copies of the policies, schedules and wording of the insurances; and
- (ii) for all other insurances referred to in this clause – copies of the certificates of currency of the insurance.
- (e) The Proponent must immediately provide Notice to Council if any insurance policy is cancelled or if an event occurs which may give rise to a claim or affect rights under the insurances referred to in this clause.

10.2 Indemnity

- (a) The Proponent must indemnify Council and Council's personnel for any and all Claims caused by the negligent performance of the Proponent's Community Commitments, including:
 - (i) any damage to property;
 - (ii) death or injury to any person.
- (b) The Proponent's indemnity is reduced to the extent that any Claim is caused or contributed to by Council's own negligence, wilful act or omission.

10.3 Release

- (a) The Proponent releases Council and its personnel, collectively and individually, from liability to it upon any and every Claim that arises directly or indirectly from or in connection with the Development Entitlement and the undertaking of the Proponent's Community Commitments, except to the extent that such Claim is caused by the negligence of Council.
- (b) The Proponent acknowledges that Council is entitled at all times to access segments of the Council infrastructure upon which the Proponent is present in accordance with the undertaking of the Proponent's Community Commitments and in carrying out the Development Entitlement.

11 Dispute resolution generally

11.1 Application of this clause

This clause applies to a dispute between the Parties about the performance and fulfilment of this document.

11.2 Notice of a dispute

- (a) A party may give to the other party to the dispute a Notice which states the following (**Dispute Notice**):
 - (i) the dispute;
 - (ii) that the dispute is to be resolved under clause 11.
- (b) A party which gives a Dispute Notice is to continue to perform and fulfil its obligations but is not required to finish the disputed matter unless the party giving the Dispute Notice indemnifies the other party against a Claim or the costs for finishing the disputed matter if the dispute is not resolved in favour of the indemnifying party.

11.3 Meeting of Representatives

Within seven Business Days after the date a Dispute Notice is given (or a longer period as agreed by the Parties), representatives of the Parties who are authorised to settle the Dispute the subject of the Dispute Notice must meet (in person or electronically), and must use all reasonable endeavours to:

- (a) resolve the Dispute or limit the scope of the Dispute; and
- (b) if the Dispute is not resolved, agree on a method of resolving the dispute, which may, but does not necessarily need to, include mediation in accordance with clause 11.4.

11.4 Resolution of a dispute by mediation

- (a) Unless the Parties otherwise agree pursuant to clause 11.3, the mediation of a Dispute will be conducted in accordance with this clause 11.4.
- (b) Any mediation is to be conducted by a mediator who is independent of the Parties and, either:
 - (i) appointed by agreement between the Parties; or
 - (ii) failing agreement within seven days of receiving any Dispute Notice, by a person appointed by the Chair of Resolution Institute or the Chair's designated representative.
- (c) Unless otherwise agreed, the Mediation Rules apply to the mediation.
- (d) The Parties are to bear equally the cost of a mediator including the cost of the appointment.
- (e) It is a condition precedent to the right of either party to commence arbitration or litigation, other than for interlocutory relief, that they have first endeavoured to settle the dispute under clause 11.4.

11.5 Determination of an unresolved dispute

A Party may between 10 and 25 Business Days (inclusive) after the date of a Dispute Notice, commence a Claim for the determination of the dispute.

11.6 Continued performance required

Each party must continue to perform its obligations under this document despite the existence of the Dispute, except to the extent that the matter that is the subject of the Dispute and matters necessarily dependent on it cannot be proceeded with until the Dispute has been resolved.

12 Force Majeure

12.1 Application of this clause

This clause does not apply to a Community Commitment for a CBC or other payment.

12.2 Notice of Force Majeure

If a party is unable by reason of Force Majeure to perform and fulfil an obligation, the party is to, as soon as is reasonably practicable after the Force Majeure, give to the other Parties a Notice which states the following:

- (a) that Force Majeure is in existence;
- (b) full particulars of the Force Majeure.

12.3 Suspension of an obligation

An obligation of a Party so far as it is affected by Force Majeure is suspended during the following:

- (a) the continuance of Force Majeure;
- (b) a further period which is reasonable in the circumstances.

12.4 Removal or amelioration of Force Majeure

- (a) The Party giving a Notice of Force Majeure is to, as soon as is reasonably practicable, use its best endeavours to remove the Force Majeure or ameliorate its effect.
- (b) Council's obligation under this clause 12.4(a) is subject to Council's responsibilities to other persons and property arising from the event, having regard to the resources available to Council and Council's reasonable prioritisation of those resources.

12.5 Dispute resolution process to apply

If the Parties are unable to agree on the existence of a party's Force Majeure or the period during which an obligation is suspended during the continuance of Force Majeure the dispute is to be resolved under clause 11.

12.6 Matter beyond Council's control

Council is to be relieved of the performance and fulfilment of an obligation which is dependent on the occurrence of a specified circumstance for so long as there is a change, deviation or non-occurrence of the circumstance arising from a matter beyond Council's control.

13 Time

13.1 Time of the essence

Time is, in all cases, of the essence.

13.2 Extension of time

The Parties may agree to extend a time stated in this document by giving to each other a Notice which states the extended time.

14 Further action

14.1 Action to give effect to this document

A Party is to do at its cost everything reasonably necessary to effect, perfect or complete this document and a transaction incidental to this document.

14.2 Further action if a clause is invalid, illegal or unenforceable

If a clause is held by a court to be invalid, illegal or unenforceable, the Parties are to use their best endeavours, including the preparation, negotiation and execution of a further document to ensure that the object of the clause is substantially achieved, despite the invalidity, illegality or unenforceability of the clause.

15 Notice

15.1 Method of giving Notice

A Notice, consent or communication under this document is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given, to the address nominated in Item 3 of Schedule 1; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent to that person's address by prepaid mail or by prepaid airmail, if the address is overseas;
 - (iii) sent by email to that person's email address and the sender receives an email receipt or other written or verbal confirmation from the recipient to the sender which indicates that the email was received at the email address of the recipient.

15.2 When is Notice given

- (a) A Notice, consent or communication given under clause 15.1(a) is given and received on the corresponding day set out in the table below. The time expressed in the table is the local time in the place of receipt.

If a Notice is	It is given and received on
Delivered by hand or sent by email	(a) that day, if delivered or sent by 5.00pm on a Business Day; or
	(b) the next Business Day, in any other case.

Sent by post	(a) three Business Days after posting, if sent within Australia; or (b) seven Business Days after posting, if sent to or from a place outside Australia.
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- (b) Council may prove the giving of a Notice by the chief executive officer of Council certifying that a Notice has been given.

16 Change of the details of a party

A Party may change the address, contact details and the person to whose attention a Notice is to be brought by giving to each other Party a Notice which states the following:

- (a) the changed details; and
- (b) that the change is to take effect from a date which is at least five Business Days after the Notice is given to each other Party.

17 Privacy

- (a) The Proponent acknowledges and agrees that Council may use and disclose Personal Information as authorised or required by law, including under the Planning Act.
- (b) Without limiting the generality of clause 17(a), Council may disclose Personal Information contained in this document in accordance with the Planning Act, including for the purposes of maintaining a register, making documents prescribed by the Planning Regulation available for inspection or purchase or providing a planning and development certificate.
- (c) By executing this document, the Proponent confirms that the Proponent has obtained all necessary consents and made all necessary disclosures and notifications to ensure that:
 - (i) the Proponent has the right to disclose to Council all Personal Information contained in this document; and
 - (ii) Council has the right to use and disclose that Personal Information as authorised or required by law.

18 Public Release of Information

The Proponent acknowledges that this agreement may be inspected by any person and may be released publicly.

19 Payment

19.1 Unidentified costs

- (a) The Proponent is liable for and must pay Council's reasonable costs of the following:
 - (i) the preparation, negotiation and execution of a document required under this document;

- (ii) the giving effect of this document or a document required under this document; and
 - (iii) the exercise or non-exercise of a right, including for the actual or contemplated enforcement or preservation of a right, waiver, release, indemnity, discharge or charge under this document.
- (b) Council's costs are to include legal costs on a full indemnity basis including the cost of any external consultant reasonably required by or on behalf of Council (e.g. an expert witness or barrister).
- (c) To claim reimbursement for unidentified costs pursuant to this clause, Council must provide to the Proponent:
 - (i) reasonable evidence of the costs incurred; and
 - (ii) copies of invoices from any external consultants, excluding any information subject to legal professional privilege.
- (d) The Proponent's liability under this clause 19.1 is limited to \$150,000 (ex GST) for each financial year, unless unforeseen circumstances arise, in which case the Parties must act reasonably to agree an increase in the Proponent's liability under this clause 19.1 commensurate with the increase in costs incurred by Council.

19.2 Tax

The Proponent is liable for and must pay on demand by a Notice given by Council to the Proponent Council's costs for a Tax (other than if it arises from the default by Council), for the following in respect of the Proponent:

- (a) this document;
- (b) a Security;
- (c) a document for a Community Commitment;
- (d) a document provided for under this document;
- (e) a transaction evidenced, effected or contemplated by this document or a document referred to in clauses 19.2(a) to (d).

19.3 Payment requirements

- (a) An amount payable to a party is to be paid free from any deduction.
- (b) An amount payable to a party is to be paid in the following ways:
 - (i) in cash;
 - (ii) by an unendorsed bank cheque;
 - (iii) by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by the party; or
 - (iv) in the case of an Authority, in accordance with any formal or customary requirements of the Authority needed to allow the payment to be made or received, as the case may be.

- (c) A Community Commitment required to be paid under this document is taken to be a debt, rather than a rate, for the purposes of recovery.

19.4 Overdue payment

- (a) If a party (**Payer**) has not paid to the other party (**Payee**) an amount payable by the Payer when it becomes due for payment (**Overdue Amount**) the Payer is to pay to the Payee interest on the Overdue Amount during the period the Overdue Amount remains unpaid.
- (b) The interest is to be paid on the following date:
 - (i) a date stated in a Notice given by the Payee to the Payer;
 - (ii) the first day of each month if no date is fixed by the Payee.
- (c) The interest is to be calculated on the basis of the following:
 - (i) a daily balance;
 - (ii) the days which have elapsed from the date it becomes due for payment to the date it is paid;
 - (iii) simple interest accruing at the rate of 10% per annum on any Overdue Amount, or any part of an Overdue Amount, from the date payment of the Overdue Amount was due until the Overdue Amount is paid in full.
- (d) The Payer must pay accrued interest at the time the Overdue Amount, or any part of the Overdue Amount, is paid.
- (e) The Payee may capitalise the interest which is not paid when due for payment at the following intervals:
 - (i) the interval fixed in a Notice given by the Payee to the Payer;
 - (ii) on the first day of each month if no interval is fixed by the Payee.
- (f) The Payer is to pay interest on the capitalised interest under clause 19.4(c).
- (g) The Payer's obligation to pay the Overdue Amount and interest on the date it becomes due for payment is not affected by another clause.
- (h) If a Claim under this document becomes merged in a judgment or an order of a court, then the Payer is to pay interest to the Payee on the amount of that Claim as an independent obligation.
- (i) The interest accrues from the date the Claim becomes due for payment both before and after the judgment or an order of the court until it is paid, at a rate which is the higher of the rate payable under the judgment or an order and the rate stated in clause 19.4(c).

20 Indexation

20.1 Application of this clause

This clause applies to an amount stated or calculated under this document other than an amount which is specifically stated not to be indexed.

20.2 Indexation of an amount

An amount is to be indexed 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 CPI.

Base Period is the Commencement Date.

Later Period is the date of payment.

21 GST

21.1 Construction of this clause

In this clause 21:

- (a) a word has the meaning in the GST Act; and
- (b) a reference to GST payable and an input tax credit entitlement include the GST payable by, and the input tax credit entitlement of, the representative member for a GST group of which the entity is a member.

21.2 Payment of GST

- (a) If a Party or an entity through which that Party acts (**Supplier**) is liable to pay GST on a supply made under or in connection with this document, the recipient is to pay to the Supplier (in cash) an amount equal to the GST payable by the Supplier.
- (b) The recipient is to pay the amount stated in clause 21.2(a) in addition to and at the same time that the consideration for the supply is to be provided under this document.
- (c) The Supplier is to deliver a tax invoice or an adjustment note to the recipient before the Supplier is entitled to the payment of the amount stated in clause 21.2(a).
- (d) The recipient may withhold the payment of the amount stated in clause 21.2(a) until the Supplier provides a tax invoice or an adjustment note, as appropriate.

- (e) If an adjustment event arises in respect of a taxable supply made by a Supplier under this document, the amount payable by the recipient is to be recalculated to reflect the adjustment event and a payment is to be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.
- (f) The Parties are to do all things including producing a tax invoice and other documents which may be necessary or desirable to enable or help the other Party to claim an input tax credit, set-off, rebate or refund for an amount of GST for a supply under this document.

21.3 Reimbursable cost

If a Party is required to pay for a cost of another Party (**Reimbursable Cost**), the amount to be paid is the amount of the Reimbursable Cost, net of any input tax credit or reduced input tax credit to which the other Party is entitled for the Reimbursable Cost.

21.4 Indemnified cost

If a Party has the benefit of an indemnity for a cost (**Indemnified Cost**), the indemnity is for the Indemnified Cost net of any input tax credit or reduced input tax credit to which that Party is entitled for the Indemnified Cost.

21.5 Stated amount

An amount stated in this document is exclusive of GST unless otherwise expressly stated.

21.6 No merger on termination

Clause 21 does not merge on the termination of this document and continues to have effect until each Party gives to the other Party a Notice waiving the benefit of the clause.

22 Electronic execution

22.1 Acknowledgement

- (a) The Parties acknowledge and agree that:
 - (i) 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**);
 - (ii) 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;
 - (iii) where this document has been electronically signed and printed:
 - (A) the printed copy is an original; and
 - (B) 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.

- (b) For completeness:
 - (i) this document may include counterparts signed either by wet ink, electronically or both and all counterparts together make one instrument; and
 - (ii) exchange of this document will occur upon each Party delivering up signed counterparts to the other authorising exchange, including in electronic form and by email.

23 General

23.1 Amendments

This document may only be amended by written agreement between all Parties.

23.2 Counterparts

This document may be signed in any number of counterparts. All counterparts together make one instrument. Counterparts may be provided by email copies as proof of execution.

23.3 Council Obligations and Entitlements

- (a) Unless otherwise provided for in this document, nothing in this document obliges Council to consider interests other than its own, including the interests of its ratepayers, when exercising an entitlement or performing an obligation under this document.
- (b) Irrespective of anything expressed or implied in this document to the contrary:
 - (i) Council is not obliged to exercise an executive or statutory entitlement or obligation; and
 - (ii) nothing expressed or implied in this document constrains Council or fetters its discretion to exercise or decline to exercise an executive or statutory entitlement or obligation, including the ability to take enforcement action for non-compliance with a Law.

23.4 No merger

The rights and obligations of the Parties under this document do not merge on completion of any transaction contemplated by this document.

23.5 Entire agreement

- (a) This document supersedes all previous agreements about its subject matter and embodies the entire agreement between the Parties.
- (b) To the extent permitted by law, any statement, representation or promise made in any negotiation or discussion has no effect except to the extent expressly set out or incorporated by reference in this document.

23.6 No waiver

- (a) The failure of a Party to require full or partial performance of a provision of this document does not affect the right of that Party to require performance subsequently.

- (b) A single or partial exercise of or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.
- (c) A right under this document may only be waived in writing signed by the Party granting the waiver, and is effective only to the extent specifically set out in that waiver.

23.7 Governing law and jurisdiction

- (a) Queensland law governs this document.
- (b) Each Party irrevocably submits to the exclusive jurisdiction of the Queensland courts and courts competent to hear appeals from those courts.

23.8 Severability

A clause or part of a clause of this document that is illegal or unenforceable may be severed from this document and the remaining clauses or parts of the clause of this document continue in force.

Schedule 1

Reference schedule

Item	Item Description	Item Particulars
1	Agreement name	Burrenbring BESS Community Benefit Agreement
2	Commencement Date	(If no date is inserted, the Commencement Date is the date the last party signs this document.)
3	Parties (a) Council (b) Proponent	Issac Regional Council Address: Grosvenor Complex, Batchelor Parade, Moranbah, Queensland 4744 Postal Address: PO Box 97, Moranbah, Queensland 4744 Telephone: (07) 1300 472 227 Address Notices to: Chief Executive Officer Iberdrola Australia Development Pty Limited ACN 137 258 470 Address: 'Governor Phillip Tower' Level 22, 1 Farrer Place, Sydney, NSW 2000 Postal Address 'Governor Phillip Tower' Level 22, 1 Farrer Place, Sydney, NSW 2000 Telephone: 1800 917 372 Email: company.secretary@iberdrola.com.au Address Notices to: Company Secretary
4	Development Land	Address: 159 Burrenbring Road, Nebo, Qld, 4742 Real property description: Lot 15 on SP269252, Lot 19 on WHS358 and the adjoining Stock Route
5	Prescribed Application	Description: Development Application for the Burrenbring Battery Energy Storage System (BESS), a proposed 2000MWh BESS located on Lot 15 on SP269252, with ancillary grid connection infrastructure extending to Lot 19 on WHS358 and the adjoining Stock Route.
6	Identified costs	Type of payment: Council's costs of the preparation and execution of this document Amount of payment: As specified in a Tax Invoice issued by the Council Time for Payment As specified in a Tax Invoice issued by Council
	Security	

Item	Item Description	Item Particulars	
7	a)	Type of security	CBC
		Community Commitment to be secured	Payment of CBC under clause 4.
		Calculation of the Security	The value of two annual payments of the CBC.
		Time of provision of the Security	Prior to the Proposed Development becoming Under Construction.
		Subject to revaluation under Clause 9.4?	Yes ☒
			No ☐

Schedule 2

Community Benefit Contributions (CBC)

Column 1	Column 2	Column 3	Column 4	Column 5
Item	Energy Type	Agreed Contribution (per annum, subject to indexation) <i>(See clause 4.1)</i>	Anticipated capacity at Commencement <i>(Non-binding and subject to change)</i>	Anticipated Contribution at Commencement (per annum) <i>(Non-binding and subject to change)</i>
1.1	Stand-alone Battery Energy Storage	\$150 per approved megawatt hour capacity per annum	2000MWh	\$300,000

Note that CBC is subject to indexation pursuant to clause 20.

Schedule 3

Spending Commitments

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
No.	SIA Pillar	Spending Commitment	Timing and Frequency	Party Responsible	Annual Commitment	Rebate Eligible	Subject to Indexation
1	Community and stakeholder engagement	The Proponent agrees to deliver an annual community grants program targeting local sporting groups, community infrastructure projects, education initiatives, local events and local environmental outcomes.	Annually, from Operational	Proponent	\$60,000	☒ Yes ☐ No	☒ Yes ☐ No
2	Workforce Management	The Proponent must provide support to emergency service providers operating in the Nebo locality. The nature and extent of this support must be determined in consultation with relevant emergency service providers and be directed towards improving local emergency response capability and/or capacity, including but not limited to personnel, equipment, training, infrastructure, communications, or operational resources.	Annually, from Operational	Proponent	\$12,000	☒ Yes ☐ No	☒ Yes ☐ No

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
No.	SIA Pillar	Spending Commitment	Timing and Frequency	Party Responsible	Annual Commitment	Rebate Eligible	Subject to Indexation
3	Health and Community Wellbeing	The Proponent agrees to enter a financial partnership with an Aeromedical Rescue Service Provider that services the area including the Development Land.	Annually, from Operational	Proponent	\$20,000	☒ Yes ☐ No	☒ Yes ☐ No
4	Health and Community Wellbeing	For the first five years of Operational, \$30,000 of CBCs received by Council annually will be allocated to initiatives that support community service outcomes within Nebo. Eligible initiatives may include, but are not limited to, disability support, aged support, respite services, childcare, community services and related accommodation needs. Priority initiatives and funding allocations will be determined in partnership between Isaac Regional Council and the Proponent having regard to identified community needs and opportunities at the time of spending.	Annually, from Operational	Council	\$30,000	☐ Yes ☒ No	☒ Yes ☐ No
5	Health and Community Wellbeing	The Proponent agrees to provide an annual sponsorship package with the Childcare Leadership Alliance for at least 5 years to address childcare needs in Nebo.	Annually, from Operational	Proponent	\$8,000	☒ Yes ☐ No	☐ Yes ☐ No
6				Proponent	\$10,000	☒ Yes	☐ Yes

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
No.	SIA Pillar	Spending Commitment	Timing and Frequency	Party Responsible	Annual Commitment	Rebate Eligible	Subject to Indexation
	Health and Community Wellbeing	The Proponent agrees to a partnership with the Isaac Country University Centre for at least 5 years.	Annually, from Operational			☐ No	☐ No
7	Hard Infrastructure	To address social impacts on Nebo specifically, Council will allocate \$350,000 of received CBCs to support its Capital Works program for community assets in Nebo. Priority capital works for community assets will be determined by Council, having regard to identified needs and opportunities at the time the CBCs are spent.	Once, allocated (earmarked) once Operational	Council	\$350,000	☐ Yes ☒ No	☒ Yes ☐ No

Schedule 4

Community Benefit Agreement Conditions (CBAC)

Column 1	Column 2	Column 3	Column 4	Column 5
No.	Condition	Date of Commencement	Date of Cessation or Completion	Subject to Indexation
8	Social Impact Management Plan Implementation and Reporting The Proponent agrees to implement the Social Impact Management Plan (SIMP) and associated management plans prepared under it for the life of the Proposed Development. The Social Impact Management Plan will be prepared in consultation with the Council prior to the commencement of Under Construction. The SIMP may be updated periodically, in consultation with Council, throughout the Under Construction and Operational phases to reflect the actual Proposed Development impacts and management measures. The Proponent and Council agree to ongoing collaboration and engagement throughout the life of The Proposed Development. The Proponent agrees to seek Council's input as a consultative stakeholder in the development and implementation of the SIMP and management approaches relating to key potential community impacts, including: • Workforce housing and accommodation; • Workforce management; • Local business and industry procurement; • Community and stakeholder engagement;	Commencement Date	5th anniversary of Project being Commissioned	N/A

Column 1	Column 2	Column 3	Column 4	Column 5
No.	Condition	Date of Commencement	Date of Cessation or Completion	Subject to Indexation
	- Emergency services; - Biosecurity; and - Health and community wellbeing. In preparing the SIMP and associated management plans, the Proponent agrees to have regard to the Queensland Government's Social Impact Assessment Guideline. The Proponent agrees to provide Council with a copy of the SIMP and other management plans associated with the above key potential community impacts. The Proponent agrees to notify Council in writing of any material changes to the SIMP or associated management plans prior to those changes taking effect. The Proponent agrees to provide an annual report to Council on the implementation of the SIMP during construction and the first five years of the Proposed Development being Operational.			
9	Community Personnel The Proponent agrees to engage dedicated personnel while the Proposed Development is Under Construction and Operational to engage with community, provide updates and manage complaints.	Prior to the Commencement of Under Construction	Completion of Decommissioning	N/A
10	Annual Report Requirements – Community Benefit Agreements The Proponent must provide an annual report to Council on the implementation and outcomes of the Community Benefit Agreement from the Proposed Development being Under Construction until the Proposed Development is Decommissioned. The report must:	From Under Construction	Completion of Decommissioning	N/A

Column 1	Column 2	Column 3	Column 4	Column 5
No.	Condition	Date of Commencement	Date of Cessation or Completion	Subject to Indexation
	a) be prepared on a financial year basis; b) be submitted to Council by 30 September each year; c) include as a minimum: i. summary update on Proposed Development progress and upcoming key activities while the Proposed Development is Under Construction. ii. details of financial contributions paid under the Community Benefit Agreement. iii. summary of community benefit initiatives delivered and associated outcomes, where initiatives are being led and delivered by the Proponent; and iv. any identified trends, issues or variances from expected outcomes and actions taken in response.			
11	Cumulative Impact Coordination Where multiple major projects are under construction simultaneously in and around Nebo, the Proponent agrees to engage in good faith with these other major projects and Council to consider and manage cumulative impacts, where reasonably practicable. This includes: a) sharing information where appropriate; b) supporting coordinated community engagement approaches; and c) participating in Council or industry led forums, where established.	Prior to the Commencement of Under Construction	Construction Completion Date	N/A

12	Employment and Procurement The Proponent agrees to use reasonable and genuine efforts to support local and regional catchment employment and procurement for the Proposed Development. The Proponent agrees to: 1) Implement a recruitment hierarchy that prioritises the recruitment of Nebo and Isaac Local Government Area residents, using local and regional channels to promote project-related job opportunities; 2) Exercise all reasonable endeavours to require the main construction contractors to develop, implement, and maintain, throughout construction of the Proposed Development: a. a Local Procurement Plan which prioritises opportunities to delivery positive local economic benefits to local workers, businesses and suppliers; b. a Local Employment and Workforce Participation Plan. The plan should outline the approach to identifying, promoting and facilitating employment, training, apprenticeship, traineeship and workforce participation opportunities, where those opportunities are reasonably available for suitably qualified Local and Regional candidates; 3) Partner with construction and Operation and Maintenance (O&M) contractors to provide apprenticeships and traineeship opportunities to residents and indigenous applicants, with an intake every three years;	Commencement Date	Completion of Decommissioning	N/A
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	4) Map local suppliers and businesses and maintain a local supplier register for the life of the Proposed Development. The Proponent agrees to support initiatives to build an industry alliance in collaboration with Council; 5) actively connect local businesses and suppliers through the Industry Capability Network (ICN) and procurement databases; 6) exercise all reasonable endeavours to develop, publish and maintain a Proponent-lead Local Procurement Plan, aligned with the SIMP, outlining the approach to supporting and prioritising opportunities for Local and Regional workers, businesses, and suppliers during both Construction and Operational phases of the Proposed Development; and Following the Commencement Date and prior to the Proposed Development being Under Construction, the Proponent will exercise all reasonable endeavours to support two networking events for Local and Regional businesses, to facilitate engagement with the head contractors(s) and assist in connecting with Local and Regional suppliers. Support may be provided through sponsorship of local networking events, the organisation of networking events within Nebo, or by partnering with Council, the Isaac Business Chamber, or other relevant parties to facilitate the delivery of such events.			
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Column 1	Column 2	Column 3	Column 4	Column 5
No.	Condition	Date of Commencement	Date of Cessation or Completion	Subject to Indexation
13	Rescue Helicopter Service Partnership The Proponent agrees to a partnership with CapRescue/CQ Rescue to support regional aeromedical and rescue helicopter services while the Project is Under Construction to mitigate emergency response risks associated with The Proposed Development. Support must: a) have a minimum annual contribution of \$30,000 while the Project is Under Construction; b) take the form of a partnership, contribution, or other arrangement agreed with CapRescue/CQ Rescue; c) be proportionate to the scale and nature of the development and the level of risk identified (subject to the minimum contribution); and d) be implemented within the first twelve months from the date the project is Under Construction and maintained while the Project is Under Construction. Where an alternative partnership arrangement is identified, or where the existing arrangement with CapRescue/CQ Rescue can no longer be maintained, the Proponent may, following consultation with Council, direct support to an alternative provider, with any changes to be documented in writing. For clarity, support provided for the Proposed Development Under Construction is considered impact mitigation and is separate from, and additional to, any ongoing support provided during the Operational phase of the Proposed Development which is accepted as a rebated community benefit contribution under this CBA.	From Under Construction	Construction Completion Date	Yes

Column 1	Column 2	Column 3	Column 4	Column 5
No.	Condition	Date of Commencement	Date of Cessation or Completion	Subject to Indexation
	The Proponent agrees to provide confirmation to Council of the agreed support arrangement and report on its implementation through the Proponent's annual Community Benefit Agreement report.			
14	Emergency and Disaster Management The Proponent agrees to determine and address the additional emergency services resource needs required to service the increased workforce numbers required for the Project's construction. The Proponent agrees to provide Council with information on the systems, plans and/or procedures in place to manage project-related emergency and disaster risks while the Project is Under Construction and is Operational. This includes: a) providing relevant emergency management documentation to Council prior to the commencement of construction activities and updating this as required while the Project is Under Construction and Operational; b) aligning with local and regional emergency management frameworks, including the Local Disaster Management Group, where appropriate; and c) demonstrate how the development can support emergency preparedness, response capacity, and community resilience initiatives, where appropriate.	Prior to the Commencement of Under Construction	Completion of Decommissioning	N/A
15	Road upgrade – Burrenbring Road The Proponent must, at no cost to Council, design and construct the following upgrades to Burrenbring Road:	As specified	As specified	N/A

Column 1	Column 2	Column 3	Column 4	Column 5
No.	Condition	Date of Commencement	Date of Cessation or Completion	Subject to Indexation
	a) the first 550 metres, measured from its intersection with Suttor Developmental Road to the northern boundary of Lot 5 on RP612459, to a Rural Minor Collector standard; and b) the remaining section, from the northern boundary of Lot 5 on RP612459 to the proposed BESS access, to a Rural Access standard. The works must be designed and constructed in accordance with the Capricorn Municipal Development Guidelines, Council's adopted standards and any other applicable engineering standards. Detailed designs, certified by a Registered Professional Engineer of Queensland, must be submitted to and approved by Council before the works commence. The road upgrades must be completed before the Proposed Development is Under Construction. <i>Note:</i> <i>The above requirements apply unless an alternative agreement to mitigate impacts to residents along Burrenbring Road during the construction phase can be reached between the proponent, Council and affected property owners along Burrenbring Road.</i>			
16	Road Condition, Maintenance and Rectification Following Completion of the road upgrades required by Condition 15, but before BESS construction traffic uses Burrenbring Road, the Proponent must submit a pre-construction Road Condition Report prepared by a suitably qualified professional. The report must:	As specified	As specified	N/A

Column 1	Column 2	Column 3	Column 4	Column 5
No.	Condition	Date of Commencement	Date of Cessation or Completion	Subject to Indexation
	a) document the condition of Burrenbring Road between Suttor Developmental Road and the proposed BESS access; b) include sufficient photographs, pavement condition data and other evidence to establish the pre-construction condition of the road; and c) be prepared in accordance with a scope agreed with Council. The Proponent must maintain Burrenbring Road in a safe and serviceable condition throughout BESS construction and promptly rectify any damage caused or materially contributed to by project traffic.			
17	Within three months after the date in which the Proposed Development ceases to be Under Construction, or another period agreed in writing by Council, the Proponent must submit a post-construction Road Condition Report prepared by a suitably qualified professional. The report must compare the condition of Burrenbring Road against the pre-construction condition established under Condition 2 and identify any rectification works required to return the road to at least the pre-construction condition. The Proponent must complete the identified rectification works, at no cost to Council, within a timeframe agreed with Council and obtain any approvals necessary to undertake those works.	As specified	As specified	N/A
18	Road Alignment – Burrenbring Road The final alignment of Burrenbring Road and all associated infrastructure, including pavement, shoulders, drainage	As specified	As specified	N/A

Column 1	Column 2	Column 3	Column 4	Column 5
No.	Condition	Date of Commencement	Date of Cessation or Completion	Subject to Indexation
	works, embankments, cuttings and batters, must be wholly contained within the gazetted road reserve. No component of the road works may encroach onto adjoining freehold land unless Council and the relevant landowner have provided prior written agreement and all necessary tenure arrangements have been completed. The Proponent is responsible for all costs associated with any road opening, road closure, survey, tenure or other processes necessary to ensure that the road and associated infrastructure are lawfully located within the gazetted road reserve.			
19	Road Infrastructure Access Agreement Before commencing the road upgrades required by Condition 15 or otherwise using Burrenbring Road for BESS construction traffic, the Proponent must enter into a Road Infrastructure Access Agreement with Council. The agreement may address, as applicable, but not be limited to: a) the design, approval and delivery of road upgrades; b) pre-construction, construction and post-construction road inspections; c) ongoing inspection, maintenance and rectification obligations; d) construction and decommissioning traffic management; e) responsibility for damage caused or materially contributed to by project traffic;	As specified	As specified	N/A

Column 1	Column 2	Column 3	Column 4	Column 5
No.	Condition	Date of Commencement	Date of Cessation or Completion	Subject to Indexation
	f) security for the performance of the Proponent's obligations; g) obtaining and maintaining appropriate insurance for the works; h) dispute resolution and enforcement arrangements; and i) any alternative arrangement approved by Council under Condition 156. The Proponent must reimburse Council for its reasonable legal, engineering and administrative costs incurred in preparing, negotiating and administering the Road Infrastructure Access Agreement.			
20	Road Infrastructure Agreement Communication Where the Proponent enters into an Infrastructure Agreement with the Department of Transport and Main Roads (DTMR), the Proponent agrees to provide Council with sufficient summary information to understand the nature, extent, timing and likely impacts of road works associated with the development in the nearby locality, and the measures proposed to manage project-related impacts on the road network. Nothing in this condition requires the Proponent to disclose commercially sensitive, legally privileged or otherwise confidential information, or to provide a copy of the Infrastructure Agreement. Information provided to Council must, to the extent reasonably practicable, include:	Prior to the Commencement of Under Construction	Construction Completion Date	N/A

Column 1	Column 2	Column 3	Column 4	Column 5
No.	Condition	Date of Commencement	Date of Cessation or Completion	Subject to Indexation
	a) a description of the proposed road infrastructure works, upgrades or maintenance activities associated with the development; b) the location and indicative timing of key works; c) the intended outcomes of the works in relation to road safety, capacity and condition; d) any staging or sequencing of works relevant to construction activities; e) the likely implications for road users and the local community; and f) the measures proposed to avoid, minimise or manage those impacts. The Proponent must provide this information: a) prior to the commencement of significant construction activities affected by the relevant works; and b) as soon as reasonably practicable after any material change to the information previously provided. Where appropriate, the Proponent must also provide high-level communication to affected stakeholders and the community about relevant road works and associated impacts.			
21	Construction Traffic Management Before BESS construction commences, the Proponent must submit a Construction Traffic Management Plan, prepared and certified by a Registered Professional Engineer of Queensland, to Council for approval. The plan must include, but is not limited to:	As specified	As specified	N/A

Column 1	Column 2	Column 3	Column 4	Column 5
No.	Condition	Date of Commencement	Date of Cessation or Completion	Subject to Indexation
	a) forecast construction traffic volumes, vehicle types and peak movement periods; b) designated routes for construction traffic and any route or timing restrictions applying to heavy or oversize vehicles; c) measures to maintain safe access for residents, emergency services, school buses and other road users; d) measures addressing road safety, dust, noise, vibration and other amenity impacts; e) procedures for monitoring road condition and undertaking routine or emergency maintenance; f) procedures for managing complaints and communicating planned traffic disruptions to Council and affected residents; and g) the responsibilities of the Proponent and its contractors for implementing the plan. The approved plan must be implemented throughout the Proposed Development being Under Construction.			
22	Decommissioning Impacts Before decommissioning traffic uses Burrenbring Road, the Proponent must submit a pre-decommissioning Road Condition Report prepared by a suitably qualified professional in accordance with a scope agreed with Council. Within three months after decommissioning traffic has ceased, the Proponent must submit a post-decommissioning Road Condition Report comparing the	As specified	As specified	N/A

Column 1	Column 2	Column 3	Column 4	Column 5
No.	Condition	Date of Commencement	Date of Cessation or Completion	Subject to Indexation
	condition of Burrenbring Road against its pre-decommissioning condition. The Proponent must, at no cost to Council, complete any works reasonably required to rectify damage caused or materially contributed to by decommissioning traffic. The works must be completed within a timeframe agreed with Council, and the Proponent must obtain all approvals necessary to undertake the works.			
23	First Nations The Proponent agrees to work with the Widi People to investigate land parcels to support workforce accommodation.	From Commencement of Under Construction	Two Years after commencement	N/A

Schedule 5

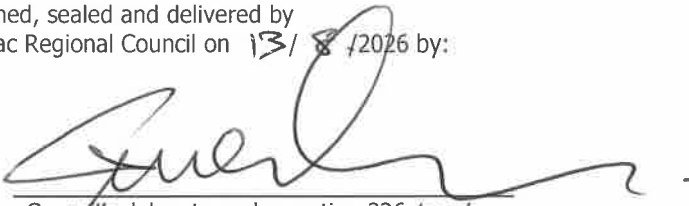
Notice of Change

Notice of Proposed Change – <i>Planning Act 2016</i> section 52A	
The Proponent of the below Proposed Development gives notice to Isaac Regional Council pursuant to section 52A of the <i>Planning Act 2016</i> (Qld) that it intends to make an 'other change' to the Proposed Development, as follows:	
Proponent	[#insert Proponent information, as recorded in the CBA]
Agreement Name	[#insert name of the CBA, as recorded in item 1 of the Reference Schedule of the CBA.]
Agreement Date	[#insert the date of the CBA as recorded on the CBA, or the date the last party signed the CBA if no date is recorded]
Development Land	[#insert details of the Development Land as recorded in item 5 of the Reference Schedule of the CBA]
Prescribed Application/Prescribed Approval	[#insert details of the Prescribed Application, as recorded in Item 6 of the Reference Schedule of the CBA. Include development application reference numbers if available. If the change is to a Development Approval, instead insert details of the Development Approval including reference number and date of approval.]
Details of change	[#include details of the change being notified to Council. Details of the change can be included as a separate attachment or attachments, in which case insert 'see attached'.]
Signed Date 	
Note – under section 52A of the Planning Act, an other change application needs to be accompanied by either a notice stating that the parties have agreed to an amended CBA, or that the parties have agreed to not amend the CBA. The details of change should have enough information and supporting detail to allow Council to assess whether the proposed other change warrants changes to the CBA. Council may request further information to be fully informed of the change and likely effects.	

Execution

EXECUTED as a Deed

Signed, sealed and delivered by
Isaac Regional Council on 13/8/2026 by:


^ Council's delegate under section 236 *Local Government Act 2009* (Qld)


^ Full name of Council's Delegate

Signed, sealed and delivered by
Iberdrola Australia Development Pty Ltd
ACN 137 258 470 on 11 / 08 /2026 by:


^ Director

Paul Edward Simshauser
^ Full name of Director


^ Director/~~Secretary~~

Jack Andrew Kesby
^ Full name of Director/~~Secretary~~

Annexure A

Development Land Identification Map

Burrenbring Battery Energy Storage System (BESS)

Legend:

Development Land

 Stock route 834ISAA

 Lot 15 SP269252

 Lot 19 WHS358

 Project_Footprint



0 1 2 km