Community Benefit Agreement

Planning Act 2016

Bullyard BESS
Community Benefit Agreement

BUNDABERG REGIONAL COUNCIL
Council

EE SOLAR 9 PTY LTD ACN 672 496 061
Proponent

Dated this day of 2026

PARTIES

Council:	**BUNDABERG REGIONAL COUNCIL** of 190 Bourbong Street, Bundaberg in the State of Queensland
Proponent:	**EE SOLAR 9 PTY LTD ACN 672 496 061** of Level 3, 33 Stewart Street, Richmond, in the State of Victoria

Part 1 Preliminary

1. Introduction

1.1 **Short title**

This document may be referred to as the Bullyard BESS Community Benefit Agreement.

1.2 **Deed**

This document is a deed which comprises the following:

(a) **Part 1** which recites the following:

(i) the date of this document;

(ii) the names of the parties to this document;

(iii) the purpose for which the parties have entered into this document;

(b) **Part 2** which witnesses the terms agreed upon by the parties;

(c) **Part 3** which provides for the execution of this document by the parties.

1.3 **Date**

This document is made on the Commencement Date.

1.4 **Parties**

This document is made between the parties in schedule 1.

1.5 **Recitals**

This document has been entered into for the following purposes:

(a) The Proponent intends to lodge a Development Application for the Proposed Development described in item 4 of schedule 1 in respect of the Development Land described in item 3 of schedule 1.

(b) The Proposed Development is a development requiring social impact assessment pursuant to Part 6B of the Planning Act.

(c) The Development Application and this Agreement relate to the BESS.

(d) The Parties agree to be bound by the terms set out in this Agreement.

Part 2 Terms agreed by the parties

2. Definition and Interpretation

2.1 Definitions

In this document, unless the context or subject matter otherwise indicates or requires a word which is capitalised has the following meaning:

Agreement means this community benefit agreement and any schedules, annexures, and appendices to this Agreement.

Approval means a consent, permit, licence, certificate, authorisation, registration, membership, allocation or approval under a law and includes a development approval.

Business Day has the meaning in the *Acts Interpretation Act 1954* (Qld).

Calendar Day means from one midnight to the following one.

Calendar Year means 365 Calendar Days.

Chief Executive Officer means the chief executive officer of the Council.

Contribution Rate means the rate for calculating the annual Community Benefit Contribution as set out in schedule 2.

Commencement Date means the date when the last party executes this document.

Commencement of Construction means the date on which physical construction works for the Proposed Development first commence on the Development Land, but does not include:

(a) preliminary site works, surveys, geotechnical investigations, access road construction, or installation of temporary facilities; or

(b) any works related solely to the Solar Facility.

Commencement of Operations means the date on which the Proposed Development lawfully commences commercial operations and includes any testing, commissioning, or trial operations.

Community Benefit Contribution means a contribution that benefits the community, which may include a Financial Contribution.

Community Benefit Fund means the fund into which the Community Benefit Contributions made by the Proponent are paid, and to be held and administered by the Council.

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

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

Council means the Local Government identified in item 1 of schedule 1.

Decommissioning means the permanent cessation of electricity generation from the Proposed Development and the removal of the Proposed Development infrastructure from the Development Land in accordance with any applicable Development Approval conditions.

Default Notice means a notice given under clause 11.2.

Development has the meaning in the Planning Act and includes the Proposed Development.

Development Application means the development application to the relevant assessment manager to seek the Development Approval required for the Proposed Development.

Development Approval means a development permit for the Proposed Development that authorises the Proposed Development to occur.

Development Land means the land identified in item 3 of schedule 1.

Dispute Notice means a Notice given under clause 13.1.

Expert means an expert appointed under clause 13.4.

Financial Contribution means the monetary payments to be made by the Proponent and set out in schedule 2.

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;

(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.

GST has the meaning in the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Implementation Plan means the document referred to in special conditions 1(h) and (i) of schedule 3, setting out further detail for the delivery of Community Benefit Contributions under schedule 2.

Input Tax Credit means an entitlement to a credit for the GST payable on a creditable acquisition, which may be applied to reduce the amount of GST payable by a registered entity.

Installed Capacity means, in respect of the Proposed Development:

(a) for solar, wind, hydro or hybrid generation facilities, the maximum power generation measured at the connection point, expressed in megawatts (MW); and

(b) for stand-alone battery energy storage systems, the maximum energy volume that can be discharged into the electricity network without recharging, measured and expressed in megawatt hours (MWh).

Life of the Development means the period from Commencement of Construction to Decommissioning, or until the Agreement is otherwise terminated.

Local Government has the meaning in the Local Government Act.

Local Government Act means the *Local Government Act 2009* (Qld).

Notice means a document to be given by a party or a person under this document.

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

Proposed Development or BESS means the development described in item 4 of schedule 1.

Social Impact Assessment means any social impact assessment prepared for the Development in accordance with the *Planning (Social Impact and Community Benefit) and Other Legislation Amendment Act 2025* and the Social Impact Assessment Guideline.

Solar Facility means the solar photovoltaic facility approved for the Development Land by decision notice dated 28 November 2024 (Council reference number 522.2024.459.1).

Tax Invoice means a document that complies with the requirements of the GST Act and contains sufficient information to enable the recipient to claim any Input Tax Credit, including the supplier's identity and ABN, a description of the supply, any GST-inclusive price, and the amount of any GST payable.

2.2 Interpretation

In this document unless the context or subject matter otherwise indicates or requires:

(a) a reference to a document, includes a consolidation, amendment, notation, supplement, replacement or variation of the document;

(b) a reference to a law or a provision of a law, includes the following:

(i) the law and the common law including the principles of equity of the Commonwealth, a State or a Territory;

(ii) a statutory instrument made or in effect under the law or the provision;

(iii) a consolidation, amendment, extension, re-enactment or replacement of the law or the provision;

(c) a reference to a word in:

(i) the singular includes the plural; and

(ii) the plural includes the singular;

(d) 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;

(e) a reference to writing, includes a mode of representing or reproducing a word in tangible and permanently visible form and includes a facsimile transmission;

(f) 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;

(g) a reference to a word which is defined in this document, includes another part of speech or grammatical form of the word which is to have a corresponding meaning;

(h) 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;

(i) a reference to a day is a Calendar Day;

(j) a reference to a date on or by which an act is to be done is to be taken to be the next Business Day if:

(i) the date is not a Business Day; or

(ii) the act is done after 5.00pm on the day by which the act is to be done;

(k) 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;

(l) a reference to the word land, includes the following:

(i) an interest or estate in, on, over or under the land;

(ii) the airspace above the surface of the land and an estate or interest in the land;

(iii) the subsoil of the land and an estate or interest in the subsoil;

(iv) a part or parts of the land;

(v) an estate or interest created for any of the above matters;

(m) 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 5 years;

(n) 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;

(o) a reference to the address of a party is a reference to the physical or postal address of that party stated in schedule 1 or as changed under this document, as indicated by the context or subject matter.

3. Application of the Community Benefit Agreement

3.1 The Proposed Development is a development requiring social impact assessment pursuant to Part 6B of the Planning Act.

3.2 This Agreement is a community benefit agreement as defined by section 106Y of the Planning Act.

3.3 The Proponent acknowledges and agrees that compliance with this Agreement may be a condition of a Development Approval, if granted in relation to the Proposed Development, and such a condition is both relevant and reasonably required in respect of the Development Approval.

3.4 This Agreement does not apply or operate in substitution for other obligations of the Proponent, including with respect to any conditions requiring contributions for or construction of infrastructure not contemplated by this Agreement.

3.5 The parties are to comply with the special conditions in schedule 3.

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

3.7 This Agreement shall be in full force and effect from the Commencement Date until the Proponent's obligations pursuant to the Agreement are fully complied with or the Agreement is otherwise terminated.

3.8 If the Development Approval lapses or is cancelled prior to the carrying out of any aspect of the Proposed Development, neither party will have any further obligations to the other party in relation to this Agreement.

3.9 If Decommissioning of the Proposed Development occurs, the Proponent's obligation to make any further Community Benefit Contribution will end on the date the Proposed Development is deemed to have achieved Decommissioning, but the Proponent must still comply with any Community Benefit Contribution obligation arising before Decommissioning, unless otherwise agreed with the Council. The Proponent must notify the Council of any Decommissioning within 14 Calendar Days of Decommissioning and provide sufficient evidence to the Council to establish Decommissioning has occurred.

3.10 If the requirement for a community benefit agreement as defined by section 160Y of the Act is repealed by legislation, the Proponent's obligation to make any further Financial Contributions will cease on the date the amendments take effect, but the Proponent must still comply with any Community Benefit Contribution obligation arising before the amendments take effect unless otherwise agreed with the Council.

4. Community Benefit Contributions to be provided

4.1 The parties agree that the Community Benefit Contributions identified in this agreement are designed to address the social impacts of the Proposed Development.

4.2 The Proponent agrees to provide the Community Benefit Contributions in accordance with schedule 2 and special condition 2 in schedule 3.

4.3 Where the Council is to receive a Community Benefit Contribution under this Agreement, the Council must implement the Community Benefit Contribution in accordance with schedule 2.

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

(a) direct payments to landholders and adjoining properties;

(b) Council rates or statutory levies or taxes required to be paid by law;

(c) infrastructure works or contributions pursuant to any agreement for infrastructure contributions for the Proposed Development; or

(d) additional voluntary benefit-sharing arrangements beyond the scope of this Agreement.

4.5 Any Financial Contributions made under this Agreement cannot be recouped by the Proponent or refunded by Council for any reason, including but not limited to the Proposed Development being abandoned, the Development Approval lapsing, the commercial operations ceasing (including Decommissioning), or for any other reason, regardless of whether or not the Financial Contributions have been expended.

5. Payment Terms

5.1 The Proponent must notify the Council in writing within 10 Business Days after the Commencement of Construction and Commencement of Operations by providing the following information to the Council:

(a) the date on which Commencement of Construction occurred;

(b) the date on which Commencement of Operations occurred; and

(c) the Installed Capacity of the Proposed Development, together with supporting evidence to enable the Council to be satisfied as to the notified Installed Capacity.

5.2 If the Council is the recipient of a Financial Contribution under schedule 2, within 20 Business Days of receiving the Notice under clause 5.1, the Council must issue a Tax Invoice to the Proponent for the first payment of any Financial Contribution required by schedule 2. The Proponent must pay the first payment of the Financial Contribution required by schedule 2 within 20 Business Days of the date of the Tax Invoice.

5.3 If the Council is the recipient of a recurring Financial Contribution under schedule 2, the Council must issue a Tax Invoice to the Proponent for each subsequent payment of a Financial Contribution required under schedule 2 within 10 Business Days after each

anniversary of the Commencement of Construction. The Proponent must pay each subsequent payment of the Financial Contribution required under schedule 2 within 20 Business Days of the date of the Tax Invoice.

5.4 All payments under this Agreement made to the Council must be made by electronic funds transfer to such bank account as Council nominates in writing to the Proponent from time to time.

6. Indexation of Financial Contributions

6.1 All Financial Contributions are to be indexed from the Commencement Date to the date of payment in accordance with the following formula:

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

where:

IA is the indexed amount.

A is the amount to be indexed.

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

Base Period is the Commencement Date.

Later Period is the date of payment.

6.2 Notwithstanding the indexation requirements in this agreement, the Financial Contributions will never be decreased in subsequent years. Should indexation being applied have resulted in the Financial Contributions being decreased, the Financial Contributions shall instead remain the same for that following year as the previous year.

7. Review of Agreement

7.1 The Council recognises that community needs and priorities may shift over the Life of the Development. If either party identifies that circumstances require a change to the agreement, they will agree to negotiate appropriate amendments to this Agreement. For example, if there is a material change to the Proposed Development that affects the Installed Capacity, the Parties will negotiate in good faith to amend this Agreement to reflect the changed circumstances, including any adjustment to the Community Benefit Contributions.

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

7.3 If a review is requested in accordance with clause 7.2 and both parties (acting reasonably) have agreed to participate in the review, the parties are to use all

reasonable endeavours to, in good faith, agree on and implement appropriate amendments to this Agreement.

7.4 A failure by a party to agree to take action as requested by the other party as a consequence of a review referred to in clause 7.2 is not a Dispute for the purposes of this Agreement and is not a material breach of this Agreement.

7.5 If the parties agree to amend this Agreement under this clause, any such amendment must be in writing and signed by the Parties.

7.6 Notwithstanding clause 7.5, the parties may agree to execute an Implementation Plan in accordance with special condition 1(h) in schedule 3.

8. Reporting

8.1 The Proponent will provide a report to the Council each Calendar Year within 30 days of the end of Financial Year (and after the Commencement of Construction) which provides details of:

(a) The Proponent's compliance or otherwise with the payment of Financial Contributions required by this Agreement; and

(b) The Proponent's implementation of the Community Benefit Contributions (which are not Financial Contributions) for which the Proponent is responsible.

9. Assignment

9.1 **Assignment of interests, rights or obligations under document**

Subject to clause 9.2, the Proponent may not, either absolutely or by way of security, assign its interests, rights or obligations under this document without the written consent of the Council, with such consent not to be unreasonably withheld or delayed.

9.2 **Security assignment**

Despite clause 9.1, the Proponent may, without the consent of the Council, assign or grant a security interest over its interests, rights or obligations under this Agreement to any financier of the Proponent for the Proposed Development by way of security.

10. Novation of document upon sale

10.1 **Change of Proponent**

If the Proponent sells, transfers or otherwise disposes of its interest in the Proposed Development to a third party (**Incoming Proponent**), the Proponent must, prior to completion of such sale or transfer:

(a) procure that the Incoming Proponent enters into a deed of covenant with Council agreeing to be bound by the terms of this Agreement as if it were the Proponent, on terms satisfactory to the Council; and

(b) provide written notice to Council of the change of Proponent, including contact details for the Incoming Proponent.

10.2 **Proponent remains liable**

If the Proponent sells, transfers or otherwise disposes of its interest in the Proposed Development to a third party (**Incoming Proponent**), it remains liable for all of the Proponent's obligations under this Agreement unless and until a deed of covenant is entered into in accordance with clause 10.1(a) on terms satisfactory to the Council.

10.3 **Release of outgoing Proponent**

Upon the Incoming Proponent entering into a deed of covenant in accordance with clause 10.1(a) on terms satisfactory to the Council, the outgoing Proponent is released from its obligations under this Agreement arising after the date of the deed of covenant, but remains liable for any obligations that accrued prior to that date.

11. Default of an obligation

11.1 **Events of default**

(a) The Proponent defaults under this document if it fails to comply with an obligation applicable to the Proponent.

(b) The Council defaults under this document if it fails to comply with an obligation applicable to the Council.

11.2 **Default Notice**

In this clause, a Default Notice is a notice from either the Council or the Proponent:

(a) specifying in reasonable detail a default by the relevant party under this document;

(b) requesting the other party to 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 defaulting party is required to take to perform and rectify the default.

11.3 **Rectification of default**

A party in receipt of a Default Notice must take action to rectify the default within the period specified in a Default Notice, provided that any specified period is reasonable.

11.4 **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 (if the default is a failure to perform work, properly or at all);

(ii) recover from the Proponent as a liquidated debt the money it expends in giving the Default Notice, recovering any outstanding contributions, or in undertaking the relevant work.

(b) Council's entitlements under this clause are additional to its entitlements under legislation and at general law.

12. Operation of the Agreement

12.1 **Commencement of the Agreement**

This document is to be of no effect until the Commencement Date.

12.2 **Termination**

(a) Either party may terminate this Agreement by written notice to the other party if:

(i) the Development Application for the Proposed Development is refused and all appeal rights have been exhausted or expired; or

(ii) the Proponent notifies Council in writing that it does not intend to proceed with the Proposed Development and the approved use for the Proposed Development has not started.

(b) This Agreement terminates automatically upon Decommissioning, subject to the payment of any outstanding Financial Contributions and the completion of other Community Benefit Contributions that are substantially underway at the date of Decommissioning, unless otherwise agreed with the Council. The Proponent must notify the Council of any Decommissioning within 14 Calendar Days of Decommissioning and provide sufficient evidence to the Council to establish Decommissioning has occurred.

(c) Upon termination of this Agreement:

(i) each party is released from its obligations under this Agreement, except for obligations that are expressed to survive termination;

(ii) any Financial Contributions already paid to Council may be retained by Council and applied towards community benefit projects and programs in accordance with this Agreement; and

(iii) termination does not affect any accrued rights or remedies of either party.

13. Dispute resolution generally

13.1 **Dispute**

(a) If a dispute arises in connection with this Agreement, a party must give written notice to the other Party specifying the nature of the dispute.

(b) Within 10 Business Days after a Dispute Notice is given, senior representatives of each party (being persons with authority to resolve the dispute) must meet and attempt in good faith to resolve the dispute.

13.2 **Referral to Expert**

If the dispute is not resolved within 10 Business Days after the senior representatives meet (or such longer period as the parties may agree), either party may refer the dispute for determination by the Expert by giving written notice to the other party.

13.3 **Notice as bar**

The giving of a Dispute Notice operates as a complete and unconditional bar and waiver to the commencement of a proceeding or any litigation in respect of a dispute until after the actions in this clause 13 have been taken and followed.

13.4 **Identity of expert**

If within 14 Calendar Days from the giving of a Dispute Notice the parties are not able to agree on the identity of the Expert, the Expert is to be appointed at the request of any party by the President for the time being of the Queensland Law Society Incorporated.

13.5 **Experience and expertise**

The Expert is to be a person with extensive experience in dispute resolution.

13.6 **Non arbitrator**

The Expert is to determine the procedure to be adopted to determine the dispute and is to act as an expert and not as an arbitrator.

13.7 **Submissions**

(a) A party may make a submission to the Expert in respect of the dispute within 14 Calendar Days after the appointment of the Expert.

(b) A party making a submission to the Expert in respect of the dispute is to give a copy of the submission to each other party within 7 Calendar Days after the submission is given to the Expert.

(c) The Expert is to take account of any submission received in respect of the dispute under clause 13.7(a).

13.8 **Costs**

The parties are to pay the Expert's Costs (including the Cost of engaging and consulting advisers) equally.

13.9 **Co-operation**

(a) The parties are to at all times do all things which the Expert requires of them in respect of the Expert's determination of the dispute and are to co-operate and assist the Expert in every reasonable way.

(b) A party is not to wilfully do or cause to be done any act to delay or prevent the determination of the dispute by the Expert.

13.10 **Determination**

The Expert's determination:

(a) is to be made within 14 Calendar Days after the earlier of:

(i) each party has made a submission to the Expert in respect of the dispute;

(ii) the expiry of the time for a party to make a submission to the Expert in respect of the dispute;

(b) is to be given in writing as soon as possible;

(c) is to contain the reasons for the making of the determination;

(d) is final and binding on the parties.

14. Force Majeure

14.1 **General**

The Parties acknowledge that this Agreement is intended to share benefits with the host community over the operational life of the Proposed Development and the Solar Facility. The Force Majeure provisions in this clause are not intended to make the community a participant in, or bearer of, the Proposed Development's or Solar Facility's market, dispatch, network, regulatory or revenue risks. Accordingly, no suspension of the Proponent's payment obligations will arise by reason of curtailment or reduced generation. Relief under this clause is available only where the Proposed Development or Solar Facility are wholly unable to operate for a sustained period because of an exceptional event.

14.2 **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 each other party a Notice which states the following:

(a) that Force Majeure is in existence; and

(b) full particulars of the Force Majeure.

14.3 **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 but only for so long as the Proposed Development is unable to operate due to a Force Majeure; and

(b) a further period which is reasonable in the circumstances.

14.4 **Removal or amelioration of Force Majeure**

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 as quickly as possible.

14.5 **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 13.

15. Time

15.1 **Time of the essence**

Time is, in all cases, of the essence.

15.2 **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.

16. Counterparts

16.1 **Document may consist of counterparts**

This document may consist of a number of counterparts, each of which when executed shall be an original and all the counterparts together shall constitute one and the same instrument.

16.2 **Exchange of a counterpart**

A party who has executed a counterpart of this document may exchange that counterpart with another party by emailing it to the other party and, if that other party requests it, promptly delivering that executed counterpart by hand or post to the other party. However, the validity of this document is not affected if the party who has emailed the counterpart delays in delivering or does not deliver it by hand or by post.

17. Further action

17.1 **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.

17.2 **Further action if a clause is 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 a clause or part of a clause which is held by a court to be invalid, illegal or unenforceable is substantially achieved.

18. Severance

18.1 **Removal from this document**

A clause or part of a clause which is held by a court to be invalid, illegal or unenforceable is to be treated as removed from this document.

18.2 **Effect of removal on this document**

The remaining clauses are not affected by:

(a) the invalidity, illegality or unenforceability of a clause or part of a clause; or

(b) the removal of a clause or part of a clause from this document.

18.3 **Further action on removal**

The parties are to use their best endeavours to satisfy the intent of this document as stated in clause 1.5, for a clause or part of a clause which is held by a court to be invalid, illegal or unenforceable, to the extent that it is possible having regard to the relevant court judgment.

19. Notice

19.1 **Form of a Notice**

(a) A Notice given by a party is to be:

(i) in writing;

(ii) signed by the party; and

(iii) marked for the attention of the relevant person.

(b) A party receiving a Notice is not obliged to enquire as to the authority of the person signing the Notice.

19.2 **Giving of a Notice**

(a) A party may give to any other party a Notice by sending the Notice in one of the following ways:

(i) delivering the Notice to the other party at the physical address of the party;

(ii) sending the Notice to the other party by electronic mail;

(iii) posting the Notice by prepaid post to the other party at the postal address of the party.

(b) A Notice is to be treated as given in the following circumstances:

(i) if it is delivered, when it is left at the physical address of the other party;

(ii) if it is sent by electronic mail and no electronic error notification is received by the sender, the date and time the electronic mail indicates it was sent;

(iii) if it is sent by post, 3 Calendar Days after it is posted or 7 Calendar Days after it is posted if sent to or from a place outside Australia.

19.3 **Change of the details of a party**

A party may change the address, facsimile number 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;

(b) that the change is to take effect from a date which is at least 7 Calendar Days after the Notice is given to each other party.

20. Further agreement

20.1 **Agreement to change**

(a) The parties may at any time agree to change, review or replace this document.

(b) The parties may agree the circumstances and the manner in which a change, review or replacement of this document is to be conducted.

20.2 **Form of the change**

A change, review or replacement of this document only has effect if the change:

(a) is in the form of a deed executed by the parties; and

(b) complies with the Planning Act and any other relevant law.

20.3 **Further agreement**

(a) The parties may at any time enter into an agreement or arrangement for a matter the subject of this document that the parties consider is necessary or desirable in order to give effect to this document.

(b) An agreement or arrangement entered into under paragraph (a) is not to be inconsistent with this document.

21. Costs and outlays

21.1 In addition to the Community Benefit Contributions, the Proponent must pay to Council an annual administration fee equal to 5% of the total Financial Contributions payable under this Agreement in accordance with table 2 of schedule 2, to cover Council's reasonable costs of administering, monitoring and reporting on this Agreement (the **Administration Fee**). The Administration Fee is payable at the same time as the time for the making or performance of the relevant Community Benefit Contributions.

21.2 The Proponent acknowledges that Council has incurred administrative costs reasonably and properly incurred in connection with Council's involvement in the negotiation, execution and establishment of this Agreement, and that the Proponent has reimbursed Council for those costs in the amount of $40,000.

21.3 Unless specifically dealt with in clauses 21.1 and 21.2, each party must pay its own costs and outlays connected with this Agreement, including its implementation.

22. Governing law and jurisdiction

22.1 **Queensland law to apply**

This document is governed by the laws which apply in the State of Queensland.

22.2 **Queensland courts to have jurisdiction**

(a) The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the State of Queensland and a court which has jurisdiction to hear an appeal from those courts.

(b) The parties are not to object and waive their right to object to the following:

(i) a legal proceeding brought in those courts;

(ii) the exercise of the jurisdiction by those courts on any basis;

(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.

23. GST

23.1 Construction of this clause

In this clause 23:

(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.

23.2 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 an amount equal to the GST payable by the Supplier.

(b) The recipient is to pay the amount stated in paragraph (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 paragraph (a).

(d) The recipient may withhold the payment of the amount stated in paragraph (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.

23.3 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 an Input Tax Credit or reduced Input Tax Credit to which the other party is entitled for the Reimbursable Cost.

23.4 **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 an Input Tax Credit or reduced Input Tax Credit to which that party is entitled for the Indemnified Cost.

23.5 **Stated amount**

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

23.6 **No merger on termination**

Clause 23 does not merge on the termination of this document and continues to have effect until each party gives to each other party a Notice waiving the benefit of the clause.

SCHEDULE 1

Reference schedule

ITEM 1 **Council**

Name of Council	Bundaberg Regional Council
Address	190 Bourbong Street, Bundaberg, 4670 in the State of Queensland
Facsimile No.	(07) 4150 5410
Email address:	ceo@bundaberg.qld.gov.au
Person to whose attention a Notice is to be brought:	Chief Executive Officer

ITEM 2 **Proponent**

Name	EE Solar 9 Pty Ltd ACN 672 496 061
Address (or registered office if a corporation)	Level 3, 33 Stewart Street, Richmond, VIC 3121
Email address:	infoaus@europeanenergy.com
Person to whose attention a Notice is to be brought:	Managing Director

ITEM 3 **Development Land**

143 Gastons Road, Bucca QLD 4670 (Lot 183 CK2771, Lot 2 RP 868537, Lot 73 CK281)

ITEM 4 **Proposed Development**

A battery energy storage system with a maximum storage capacity of 270MWh on the Development Land, and excludes development pursuant to the Solar Facility approval.

SCHEDULE 2 – AGREED ANNUAL COMMUNITY BENEFIT CONTRIBUTIONS

Table 1
Financial Contributions to Community Benefit Fund

Financial Contribution	Rate	Basis of calculation of amount	Value (AUD) of Financial Contribution per annum	Timing of Financial Contribution or other Community Benefit Contribution	Party responsible for Financial Contribution	Party responsible for oversight of implementation of the Financial Contribution
BESS – mandatory Financial Contribution consistent with the Bundaberg Regional Council Renewable Energy Community Benefit Agreement Policy	$265 per MWh per annum, in accordance with the Bundaberg Regional Council Renewable Energy Community Benefit Agreement Policy.	BESS maximum MWh (270MWh) (97MW PV with a max 2.8hr BESS)	$71 550	Commencement of Construction and then annually for the Life of the Development	Proponent	Council in accordance with table 3 of this schedule.
Solar – voluntary Financial Contribution to top up contribution to the Proponent's usual practice hybrid contribution	Bring total contribution to $850MW for hybrid facility as per the Proponent's usual practice.	Installed Capacity of the Solar Facility (97MW)	$10 900		Proponent	Council in accordance with table 3 of this schedule.
Total Contribution per annum			**$82 450**			

Table 2
Administration costs

Financial Contribution	Rate	Basis of calculation of amount	Value (AUD) of Financial Contribution per annum	Timing of Financial Contribution	Party responsible for Financial Contribution	Recipient of Financial Contribution
Administration – contribution to Council's costs in developing the Agreement	$40 000	Bundaberg Regional Council Renewable Energy Community Benefit Agreement Policy	$40 000 once-off	2026 – this amount was paid 12 October 2026	Proponent	Council
Administration – contribution to costs in administering the Community Benefit Fund	5% on top of Community Benefit Fund total	5% additional to Community Benefit Fund total	$4123 per annum	Commencement of Construction and then annually for the Life of the Development	Proponent	Council

Table 3 Agreed annual breakdown of contributions

Table 3 applies in the event no Implementation Plan is in place. If an Implementation Plan is executed, the Implementation Plan takes precedence over this table.

Community Benefit Contribution	Description of project or program	Value (AUD) of Financial Contribution per annum	Percentage of Total	Timing of Financial Contribution	Person responsible for financial contribution	Person responsible for implementing	Details for the implementation of the Financial Contribution
Stream 1 - Community grants and sponsorships	Small grants and sponsorships for projects and events, focusing on host communities, then broader communities.	$32 980	40% of Community Benefit Fund	Commencement of Construction and then annually for the Life of the Development	Proponent	Council	As per an executed Implementation Plan, or in the absence of an executed Implementation Plan, at the Council's discretion. The Council is at liberty to implement a relevant Financial Contribution at its discretion if there is no executed Implementation Plan within one

Community Benefit Contribution	Description of project or program	Value (AUD) of Financial Contribution per annum	Percentage of Total	Timing of Financial Contribution	Person responsible for financial contribution	Person responsible for implementing	Details for the implementation of the Financial Contribution
							Calendar Year of the receipt of the relevant Financial Contribution.
Stream 2 - Strategic legacy projects	Larger or multi-year infrastructure. On-going multi-year partnerships with community services.	$32 980	40% of Community Benefit Fund	Commencement of Construction and then annually for the Life of the Development	Proponent	Council	As per an executed Implementation Plan, or in the absence of an executed Implementation Plan, at the Council's discretion. The Council is at liberty to implement a relevant Financial Contribution at its discretion if there is no executed Implementation Plan within one Calendar Year of the receipt of the relevant Financial Contribution.
Stream 3 - Future Fund / Contingency	Invested pool of funding to be used as continency or for saving for future legacy projects.	$16 490	20% of Community Benefit Fund	Commencement of Construction and then annually for the Life of the Development	Proponent	Council	As per an executed Implementation Plan, or in the absence of an executed Implementation Plan, at the Council's discretion. The Council is at liberty to implement a relevant Financial Contribution at its discretion if there is no executed Implementation Plan within one Calendar Year of the receipt of the relevant Financial Contribution.
		$82 450 per annum	**100%**				

SCHEDULE 3 – SPECIAL CONDITIONS

1. The parties acknowledge and agree that:

   (a) the Solar Facility was approved prior to the commencement of the *Planning (Social Impact and Community Benefit) and Other Legislation Amendment Act 2025 (Qld)* and is not, of itself, subject to the community benefit requirements under the Planning Act.

   (b) the Proponent proposes to lodge a Development Application for the BESS, which together with the Solar Facility will form a hybrid solar and battery energy storage project known as the Bullyard Project;

   (c) although the Development Application relates to the BESS, the Parties acknowledge that the Bullyard Project will operate as an integrated project and have agreed that the Community Benefit Contributions under this Agreement will be calculated for the Bullyard Project as a whole by reference to the hybrid project rate specified in table 1 of schedule 2, reflecting the overall scale and community impact of the Bullyard Project.

   (d) the termination or expiry of this Agreement (whether under clause 12.2 or otherwise) does not affect, and must not be taken to affect, the validity, enforceability or continuation of the Solar Facility approval or any rights of the Proponent under or in connection with that approval;

   (e) Council must not rely on the termination or expiry of this Agreement, or any breach or alleged breach of this Agreement, as a ground for seeking the amendment, suspension or imposition of additional conditions on the Solar Facility approval;

   (f) the commencement of the approved development under the Solar Facility approval alone does not constitute Commencement of Construction or Commencement of Operations for the purposes of this Agreement;

   (g) the Community Benefit Contribution in respect of the Solar Facility is made voluntarily by the Proponent and is not required under the *Planning (Social Impact and Community Benefit) and Other Legislation Amendment Act 2025 (Qld)* . All Community Benefit Contributions are binding obligations of the Proponent under this Agreement;

   (h) the parties may agree upon Implementation Plans setting out further detail for the delivery of Community Benefit Contributions under schedule 2, using the draft implementation plan in schedule 4 as a starting point for negotiations. An Implementation Plan takes effect when signed by both parties. An executed Implementation Plan forms part of this Agreement;

(i) the parties may agree an Implementation Plan to vary the timing or phasing of the Financial Contributions across years (including by way of higher Financial Contributions in earlier years offset by lower Financial Contributions in later years, or vice versa), so long as the aggregate Financial Contributions payable over the relevant Implementation Plan period are not less than the aggregate amount that would have been payable had equal annual Financial Contributions been made at the Contribution Rate for each year of that period.

2. In addition to the Community Benefit Contributions specified in schedule 2, the Proponent agrees to deliver the following non-monetary Community Benefit Contributions:

(a) Local Employment

The Proponent will develop and implement a local content plan that seeks to increase development of the local workforce and increase use of locally available employees. Outcomes will be monitored and reported to Council regularly in accordance with a relevant Implementation Plan.

(b) Local Procurement

The Proponent will develop and implement a local content plan to increase local procurement. Outcomes will be monitored and reported to Council regularly in accordance with a relevant Implementation Plan.

(c) Training and Education

The Proponent will support and facilitate training and education through the Bullyard Project which may include school education, training and apprenticeships. Outcomes will be monitored and reported to Council regularly in accordance with a relevant Implementation Plan.

(d) Housing and Workforce Accommodation

The Proponent will develop a workforce accommodation strategy that seeks to avoid undue impacts on local housing markets and support the accommodation needs of the Bullyard Project workforce. Outcomes will be monitored and reported to Council regularly in accordance with a relevant Implementation Plan.

(e) Roads

The Proponent will develop a traffic impact assessment to provide strategies and measures outlining how accelerated wear and tear on local government roads during construction will be minimised and how the Council will be compensated for residual accelerated wear and tear.

SCHEDULE 4

Draft Implementation Plan and Draft Terms of Reference