
Voluntary Planning Agreement for Tomago Battery Energy Storage System Project

AGL Macquarie Pty Limited ABN 18 167 859 494

Port Stephens Council ABN 16 744 377 876

Version: 1

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Voluntary Planning Agreement for Tomago Battery Energy Storage System Project

Dated 26 November 2025

Parties

Developer	AGL Macquarie Pty Limited ABN 18 167 859 494 of Level 24, 200 George Street, Sydney, New South Wales 2000
Council	Port Stephens Council ABN 16 744 377 876 of 116 Adelaide Street, Raymond Terrace, New South Wales 2324

Background

- A The Developer made the VPA Offer to Council to enter into this Agreement.
- B The Developer was granted the Development Consent by the delegate of the Minister for Planning and Public Spaces under section 4.38 of the Act, for the carrying out of the Development.
- C Condition A14 of the Development Consent requires that the Developer must enter into this Agreement with Council in accordance with Division 7.1 of Part 7 of the Act and the terms of the VPA Offer.
- D The terms of the VPA Offer are summarised in Part 1 of Appendix 3 of the Development Consent and require the Developer to make Development Contributions to Council.
- E The parties enter into this Agreement to give effect to the requirements of the Development Consent and the terms of the VPA Offer.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this Agreement the following definitions apply:

Term	Definition
Act	means the <i>Environmental Planning and Assessment Act 1979</i> (NSW).
Agreement	means this voluntary planning agreement.

Term	Definition
Business Day	means a day that is not a Saturday, Sunday or public holiday in NSW.
Council	Port Stephens Council ABN 16 744 377 876.
CPI	means the published Consumer Price Index (Sydney – All Groups) as published by the Australian Bureau of Statistics, or if that index is no longer published, then any other index which, in the reasonable opinion of the Council, is a similar index.
Department	means the NSW Department of Planning, Housing and Infrastructure.
Developer	means AGL Macquarie Pty Limited ABN 18 167 859 494
Developer's Land	means the Land that is owned by the Developer, specifically Part Lot 5 and Lot 6 in Deposited Plan 1286735
Development	means the development known as the Tomago Battery Energy Storage System Project as authorised by the Development Consent.
Development Consent	means the Development Consent in respect of the State Significant Development application number SSD 57107216 granted by the delegate of the Minister for Planning and Public Spaces on 8 November 2024.
Development Contributions	means a contribution made by the Developer under this Agreement, detailed in Schedule 2.
Dispute	means a dispute about the terms and operations of this Agreement.
Explanatory Note	means the explanatory note required by clause 205 of the Regulation.
Force Majeure Event	means an event preventing the Developer's operation of the Development which is outside of the Developer's reasonable control including, but not limited to, fire, storm, flood, drought, earthquake, failure of major dam, explosion, war, invasion, rebellion, sabotage, epidemic, labour dispute, failure or delay in transportation, act or omission (including laws, regulations, disapprovals or failures to approve) of any third person (including, but not limited to, subcontractors, customers, governments or government agencies).
Grants Program	means the Tomago BESS Project Community Grants Program which is run independently by the Developer and is in no way connected to the obligations or matters under clauses 5, 6 or 7 of this Agreement.
GST	has the meaning given to that term in the GST Act.
GST Act	means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Input Tax Credit	has the meaning given to that term in the GST Act.

Term	Definition
Joint Venture Operator	has the meaning given to that term in the GST Act.
Land	means the land to which the Development Consent relates, as set out in Schedule 3.
Minister	means the Minister administering the Act.
Operations	means the operation of the Development, but does not including commissioning (as defined in the Development Consent), trials of equipment or the use only of temporary facilities (as defined in the Development Consent).
Party	means a party to this Agreement, including their successors and assigns.
Progressive or Periodic Supply	means a Taxable Supply that satisfies the requirements of section 155-6 GST Act.
Public Purpose	means any purpose that benefits the public or a section of the public, including but not limited to a purpose specified under section 7.4(2) of the Act.
Recipient	has the meaning given to that term in the GST Act.
Regulation	means the <i>Environmental Planning and Assessment Regulation 2021</i> (NSW).
Representative Member	has the meaning given to that term in the GST Act.
Supplier	means the entity making the Supply.
Supply	has the meaning given to that term in the GST Act.
Tax Invoice	has the meaning given to that term in the GST Act.
Taxable Supply	has the meaning given to that term in the GST Act.
VPA Offer	means the Developer's offer to enter into a voluntary planning agreement with Council with respect to the Development, dated 30 August 2024.

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) 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;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

- (f) 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;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) 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;
- (i) 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.
- (j) 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
- (k) a reference to 'month' means calendar month.

2 Application of the Agreement

This Agreement applies to:

- (a) the Land; and
- (b) the Development.

3 Planning agreement under the Act

This Agreement constitutes a planning agreement within the meaning of section 7.4(1) of the Act.

Schedule 1 demonstrates how this Agreement complies with each relevant requirement under Division 7.1, Part 7 of the Act.

4 Application of Sections 7.11, 7.12 and Division 7.1, Subdivision 4

For the purposes of section 7.4(3)(d) of the Act, this Agreement does not exclude the application of sections 7.11, 7.12 and Division 7.1, Subdivision 4 of the Act to the Development.

5 Provision of Development Contributions

5.1 The Development Contributions

Subject to this Agreement, the Developer will pay to Council the Development Contributions which are to be made:

- (a) for the public purpose specified by column 1 of Schedule 2;
- (b) in the amount referred to in column 2 of Schedule 2; and
- (c) at the times referred to in column 3 of Schedule 2.

5.2 Adjustment for CPI

The Development Contributions are to be adjusted according to CPI as follows:

$$\text{DCP} = \frac{\text{DC} \times \text{A}}{\text{B}}$$

where:

- (a) DC equals the particular Development Contribution payment amount required to be paid as per column 3 of Schedule 2;
- (b) DCP equals the actual Development Contribution payment amount payable at the time the particular payment is made;
- (c) A equals the most recent CPI published before the date the payment is due to be made; and
- (d) B equals the most recent CPI published before the date of the VPA Offer.

5.3 Notification

- (a) The Developer is to promptly notify the Council in writing of:
 - (i) the date of registration of the Development on the National Electricity Market;
 - (ii) the Developer's receipt of all approvals required to commence the Development promptly and no later than 20 Business Days after receipt of the last of such approvals;
 - (iii) the date of commencement of construction of the Development as notified to the Department in accordance with the Development Consent, within 10 Business Days after notification is provided to the Department;
 - (iv) the installed capacity of the Development, within 10 Business Days after the installed capacity is known;
 - (v) the date of proposed commencement of Operations, once that date is known by the Developer, and the actual date of commencement of Operations no later than 10 Business Days after the commencement of Operations;
 - (vi) the proposed date on which Operations will cease (if earlier than the 20th anniversary of the commencement of Operations), once that date is known by the Developer and the actual date of the cessation of Operations and no later than 10 Business Days after the date of cessation of Operations; and
 - (vii) any changes to the installed capacity, as soon as reasonably possible.
- (b) Nothing in this clause impacts, detracts from, or otherwise affects the Developer's obligation to make Development Contributions to the Council under this Agreement.

6 Payment of Development Contributions

6.1 Time of payment

- (a) A Development Contribution is made for the purposes of this Agreement when cleared funds are deposited by means of electronic transfer into a bank account nominated by Council.
- (b) If a Force Majeure Event has been in effect for a continuous period exceeding 90 days in the year preceding the payment date, the Development Contributions (under Item 2 in Schedule 2 only) are to be reduced on a pro-rata basis by the number of months that the Force Majeure Event occurred as notified to Council.

6.2 Intention to make payment

- (a) The Developer must give Council not less than ten (10) Business Days written notice of:
 - (i) its intention to pay a Development Contribution; and
 - (ii) the amount proposed to be paid.
- (b) Following receipt of the notice under clause 6.2(a) Council may request supporting documents evidencing the calculation of the Development Contribution. The Developer must give the documents requested within five (5) Business Days of receipt of this request from Council. If Council does not agree with the calculation of a Development Contribution contained in the Developer's notice under clause 6.2(a), it may issue a notice to the Developer to that effect, setting out Council's calculation of the Development Contribution and its reasoning.
- (c) The Developer must notify Council within ten (10) Business Days of receiving Council's notice under clause 6.2(b), whether it agrees with Council's calculations, and provide its reasons if it does not agree with the calculations.
- (d) On receipt of the notice under clause 6.2(c), Council may either accept the Developer's calculation or notify a Dispute under clause 11.2.

6.3 Requirement for invoice

- (a) Council must upon receiving the Developer's notice under clause 6.2, or, if there is disagreement regarding the amount of a Development Contribution, upon resolution of that disagreement, provide the Developer with a Tax Invoice for the amount of the Development Contribution that the Developer proposes to pay.
- (b) The Developer:
 - (i) is not required to pay a Development Contribution; and
 - (ii) will not be in breach of this Agreement if it fails to pay a Development Contribution at the time required by this Agreement,

if Council fails to provide the Developer with a Tax Invoice for the amount proposed to be paid by the Developer, provided the Developer has provided the notice required by clause 6.2(a).

7 Application of the Development Contributions

7.1 Use of Development Contributions for public purposes

- (a) Upon receipt of payment, Council must apply the Development Contributions to the Public Purpose noted for the Development Contribution in Schedule 2, being funding community enhancement in the area surrounding the Development, which may include, in the Council's absolute discretion (but is not limited to) road upgrades and maintenance, environmental projects and/or community projects or any other Public Purpose, including for the purpose of :
 - (i) delivering community-wide benefits from the Development.
 - (ii) supporting the work of existing and future community organisations.
 - (iii) encouraging local community innovation and support for issues of community significance.
 - (iv) developing strong relations with the local and wider communities.

8 Developer's Grants Program

8.1 Council recommendations

- (a) The parties agree that Council may, at its discretion, offer comments or recommendations regarding the direction of future grants payments to be made by the Developer directly to community projects or groups under the Grants Program.
- (b) The Developer can take into consideration any comments and recommendations made by Council pursuant to clause 8.1(a).
- (c) Any comments or recommendations provided by Council under clause 8.1(a) serve to inform the Developer about any community projects or groups that could benefit from financial contributions made through the Grants Program.
- (d) Any comments or recommendations provided by Council should be provided to the Developer in the following way:
 - (i) Made by correspondence to the address provided under clause 14.17;
 - (ii) Correspondence titled - "Comments or Recommendation to the Tomago BESS Project Community Grants Program"; and
 - (iii) Provided by Council up to twice per calendar year.
- (e) For avoidance of doubt, the Developer shall retain complete control and discretion over the administration of the Grants Program and the associated funds at all times. This control includes, but is not limited to, decisions regarding the Grants Program and the disbursement of grant payments, and in no way will be bound by the comments or recommendations made by the Council.
- (f) The parties acknowledge that grants payments pursuant to the Grants Program are not Development Contributions for the purposes of this Agreement, and this clause 8 is

included in this Agreement to document Council's ability to provide comments and recommendations only.

9 Registration of this Agreement

- (a) Within the later of:
 - (i) one month after the commencement of construction, as notified to Council in accordance with clause 5.3(a)(iii); or
 - (ii) one month after the date of the Agreement,

the Developer must, at its cost, lodge this Agreement for registration on the title to the Developer's Land pursuant to section 7.6 of the Act.
- (b) The Developer is to do such things as are reasonably necessary to enable the lodgement and registration of this Agreement to occur electronically through Property Exchange Australia Ltd or another ELNO, as defined in the participation rules as determined by the *Electronic Conveyancing National Law* as set out in the *Electronic Conveyancing (Adoption of National Law) Act 2012* (NSW), including by responding to any requests from Council in that regard within 10 Business Days.
- (c) The Developer may request that the registration of this Agreement be lifted from the title to the Developer's Land, and Council must do all things reasonably required for the Developer to release and discharge this Agreement from the title to the Developer's Land, if Council is satisfied that the Developer has paid all of the Development Contributions in accordance with this Agreement and the Developer is not in breach of this Agreement.
- (d) The Developer will pay the Council's reasonable costs and expenses incurred pursuant to this clause.

10 Enforcement

- (a) Without limiting any other remedies available to the parties, this Agreement may be enforced by either party in any court of competent jurisdiction.
- (b) If the Council reasonably considers that the Developer is in breach of any obligation under this Agreement, it may give a written notice to the Developer:
 - (i) specifying the nature and extent of the breach;
 - (ii) requiring the Developer to rectify the breach; and
 - (iii) specifying the period within which the breach is to be rectified being a period that is reasonable in the circumstances.
- (c) Despite any other provision of this Agreement, any costs incurred by the Council in remedying a breach of this Agreement may be recovered by the Council as a debt due in a court of competent jurisdiction.
- (d) For the purpose of clause 10(c), the Council's costs of remedying a breach the subject of a notice given under clause 10(b) include, but are not limited to:

- (i) the costs of the Council's employees, agents and contractors reasonably incurred for that purpose,
- (ii) all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
- (iii) all legal costs and expenses reasonably incurred by the Council, by reason of the breach.

11 Dispute resolution

11.1 Not Commence

A party may not commence any court proceedings relating to a dispute in respect of any matter under this Agreement (**the Dispute**) unless it complies with clause 11.

11.2 Written Notice of the Dispute

A party claiming that the Dispute has arisen must give written notice to the other party specifying the nature of the Dispute.

11.3 Attempt to Resolve

On receipt of notice under clause 11.2, the parties must meet within 10 Business Days to endeavour in good faith to resolve the Dispute, and if the Dispute cannot be resolved to agree on a dispute resolution technique such as mediation, expert evaluation or other technique agreed by them.

11.4 Mediation

If the parties have not resolved the Dispute and have not agreed within 15 business days of receipt of notice under clause 11.2 (or any further period agreed in writing by them) as to:

- (a) the dispute resolution technique and procedures to be adopted;
- (b) the timetable for all steps in those procedures; and
- (c) the selection and compensation of the independent person required for such technique,

the parties must mediate the dispute in compliance with the Mediation Rules of the Law Society of New South Wales (or any replacement). The parties must request the President of the Law Society of New South Wales or the President's nominee to select the mediator and determine the mediator's remuneration.

11.5 Costs

Each Party to the dispute must pay its own costs of complying with clause 11. The parties to the Dispute must equally pay the costs of any mediation including without limitation the fees of any mediator and the cost of room hire.

11.6 Court proceedings

If the Dispute is not resolved within 42 days after the notice is given under clause 11.2, then any party which has complied with clause 11 may in writing terminate any dispute resolution process commenced under clause 11 and may commence court proceedings about the Dispute.

11.7 Not Use Information

The parties acknowledge the purpose of any exchange of information or documents or the making of an offer of settlement under clause 11 is to attempt to settle the Dispute. No party may use any information or documents obtained through any dispute resolution process under clause 11 for any purpose other than in an attempt to settle the Dispute.

11.8 No Prejudice

Clause 11 does not prejudice the right of a Party to institute court proceedings for urgent injunctive or declaratory relief about any matter arising out of or relating to this Agreement.

12 GST

12.1 GST exclusive

Except under this clause, the consideration for a Supply made under or in connection with this document does not include GST.

12.2 Taxable Supply

- (a) If a Supply made under or in connection with this document is a Taxable Supply, then at or before the time any part of the consideration for the Supply is payable:
 - (i) the Recipient must pay the Supplier an amount equal to the total GST for the Supply, in addition to and in the same manner as the consideration otherwise payable under this document for that Supply; and
 - (ii) the Supplier must give the Recipient a Tax Invoice for the Supply.
- (b) No additional amount shall be payable by the Council under clause 12.2(a) unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Act) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.

12.3 Later GST change

For clarity, the GST payable under clause 12.2 is correspondingly increased or decreased by any subsequent adjustment to the amount of GST for the Supply for which the Supplier is liable, however caused.

12.4 Reimbursement or indemnity

If either party has the right under this Agreement to be reimbursed or indemnified by another party for a cost incurred in connection with this Agreement, that reimbursement or indemnity excludes any GST component of that cost for which any Input Tax Credit may be claimed by the party being reimbursed or indemnified, or by its Representative Member, Joint Venture Operator or other similar person being entitled to put the Tax Credit (if any).

12.5 Warranty that Tax Invoice is issued for a Taxable Supply

Where a Tax Invoice is given by the Supplier, which includes an amount in respect of GST, the Supplier warrants that the Supply to which the tax invoice relates is a Taxable Supply and that it will remit the GST (as stated on the Tax Invoice) to the Australian Taxation Office.

12.6 Progressive or Periodic Supplies

Where a Supply made under or in connection with this document is a Progressive or Periodic Supply, clause 12.2 applies to each component of the Progressive or Periodic Supply as if it were a separate Supply.

13 Explanatory Note to the Agreement

Under clause 205 of the Regulation, the parties agree that the Explanatory Note is not to be used to assist in construing this Agreement.

14 General

14.1 Amendments

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

14.2 Relationship of the Parties

- (a) Nothing in this Agreement constitutes a partnership between the parties, nor does it constitute one party to be the agent of the other.
- (b) A party cannot in any way or for any purpose bind another party or contract in the name of another party.

14.3 Assignment and novation

- (a) Subject to clause 14.3(c), the Developer may (at its discretion) sell, transfer, assign or novate to any of the following (**New Party**) the whole or a part of an interest in this Agreement, or the Land:
 - (i) the purchaser of the whole or an interest in the Developer's Land or the Development;
 - (ii) any subsidiary, parent company or related body corporate (as provided in the *Corporations Act 2001* (Cth)) of the Developer.
- (b) If requested by the Developer, Council will sign all documents and undertake all acts reasonably necessary to give effect to the Developer's assignment of its rights or novation of its rights and obligations under this document.
- (c) Before any assignment or novation referred to in clause 14.3(a) the Developer is to procure the execution by the New Party of a deed of assumption in favour of Council in which the New Party covenants to be bound by this Agreement as if it were a party to this Agreement.
- (d) The Developer must pay the reasonable cost of Council related to the compliance by Council with Council's obligations under clause 14.3.

14.4 Counterparts

- (a) This document may be signed in any number of counterparts. All counterparts together make one instrument.

- (b) This Agreement commences when all counterparts have been signed and exchanged.
- (c) The Parties are to insert the date when this Agreement commences on the front page and the execution page

14.5 No merger

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

14.6 Entire agreement

- (a) This Agreement 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 Agreement.

14.7 Further assurances

Each party must do all things reasonably necessary to give effect to this Agreement and the transactions contemplated by it.

14.8 Representations and warranties

The parties represent and warrant that they have the power to enter into this Agreement and comply with their obligations under this Agreement and that entry into this Agreement will not result in the breach of any law.

14.9 Confidentiality

- (a) The parties agree that the terms of this Agreement are not confidential and that this Agreement may be treated as a public document and exhibited or reported without restriction by either party.
- (b) Any information disclosed by a party under this Agreement:
 - (i) must be kept confidential unless it is already available in the public domain; and
 - (ii) may only be used to attempt to resolve a dispute.

14.10 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 Agreement 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.

14.11 Governing law and jurisdiction

- (a) New South Wales law governs this Agreement.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the New South Wales courts and courts competent to hear appeals from those courts.

14.12 Severability

A clause or part of a clause of this Agreement 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.

14.13 No fetter

Nothing in this Agreement is to be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing is to be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

14.14 Costs

The Developer is to pay the Council's costs of preparing, negotiating, executing, registering, releasing any registration of, and stamping (if required) this Agreement (capped at \$15,000 plus GST).

14.15 Notice

- (a) A notice, consent or communication under this Agreement is only effective if it is:
 - (i) in writing;
 - (ii) addressed to the person to whom it is to be given; and
 - (iii) given as follows:
 - (A) delivered by hand to that person's address;
 - (B) sent by prepaid mail to that person's address; or
 - (C) sent by email to that person's email address and the sender receives an email receipt or other written confirmation from the recipient to the sender which indicates that the email was received at the email address of the recipient.

14.16 When is notice given

A notice, consent or communication given under clause 14.15 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 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 Day after posting, if sent to or from a place outside Australia.
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14.17 Address for notices

A person's address and email number are those set out below, or as the person notifies the sender:

Name	AGL Macquarie Pty Limited ABN 18 167 859 494
Attention	Hamid Shilani
Address	Level 24, 200 George Street, Sydney NSW 2000
Email	hshilani@agl.com.au

Name	Port Stephens Council ABN 16 744 377 876
Attention	Senior Strategic Planner - Growth & Infrastructure
Address	PO Box 42, Raymond Terrace, NSW, 2324
Email	Developmentcontributions@portstephens.nsw.gov.au

14.18 Electronic Execution

- (a) Each Party:
 - (i) consents to this Agreement being signed by electronic signature or in wet ink;
 - (ii) agrees that if a party signs by electronic signature, it must do so by the methods set out in clause 14.18(c);
 - (iii) agrees that those methods validly identify the person signing and indicates that person's intention to sign this Agreement;
 - (iv) agrees that those methods are reliable as appropriate for the purpose of signing this Agreement, and
 - (v) agrees that electronic signing of this Agreement by or on behalf of a Party by those methods indicates that Party's intention to be bound.
- (b) If this Agreement is signed on behalf of a legal entity, the persons signing warrant that they have the authority to sign.
- (c) For the purposes of clause 14.18(a)(ii), the methods are:
 - (d) insertion of an image (including a scanned image) of the person's own unique signature onto the Agreement; or
 - (e) insertion of the person's name onto the Agreement; or
 - (f) use of a stylus or touch finger or a touch screen to sign the Agreement,

provided that in each of the above cases, words to the effect of 'Electronic signature of me, [insert full name], affixed by me, or at my direction, on [insert date]' are also included on the Agreement; or

- (g) use of a reliable electronic signing platform (such as DocuSign or AdobeSign) to sign the Agreement which includes the date and the time of signing; or
- (h) as otherwise agreed in writing between the Parties.

Schedule 1

Requirements of Division 7.1 Part 7 of the Act

Subject and subsection of the Act	The planning agreement
Planning Instrument or Development Application (section 7.4(1)) The Developer has: (a) sought a change to an environmental planning instrument; (b) made, or proposes to make, a project or development application; or (c) entered into an agreement with, or is otherwise associated with, a person to whom paragraph (a) and (b) applies.	No Yes No
Description of the land to which the Agreement applies (Section 7.4(3)(a))	See definition of 'Land' in clause 1 of this Agreement.
The scope, timing and manner of delivery of contribution required by this Agreement (Section 7.4(3)(c))	See clauses 5 and 6 and Schedule 2.
Applicability of sections 7.11, 7.12 and 7.1 Subdivision 4 of the Act (Section 7.4(3)(d))	See clause 4.
Mechanism for dispute resolution (Section 7.4 (3)(f))	See clause 11.
Enforcement of this Agreement (Section 7.4 (3)(g))	See clause 9, 10 and 11
Registration of this Agreement (Section 7.4 (3)(g))	See clause 9.

Schedule 2

Development Contributions

Item	Column 1	Column 2	Column 3
	Public Purpose of Development Contribution	Development Contribution	Date for payment of Development Contribution
1	Community enhancement	\$200,000 (one-off lump sum)	Contribution to be paid upon successful registration of the Development on the National Electricity Market.
2	Community enhancement	\$200 per MW per annum of installed capacity	Contribution to be paid annually commencing on the commencement of Operations and ending on the cessation of Operations of the Development or the 20th anniversary of the commencement of Operations (whichever is earlier). For any portion of the Operations period which is less than one year, the Developer will only be required to pay its Development Contribution for that year on a proportional basis.

Schedule 3

Land

Lot	DP
5-9, 24, 25 and 28	1286735
101-104	1125747
3	808004
1201	1229590

Execution

EXECUTED as an agreement

Executed by

AGL Macquarie Pty Limited ABN 18

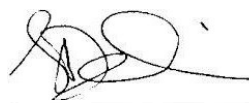
167 859 494 in accordance with section 127 of
the *Corporations Act 2001* (Cth) by



^ Signature of Director

Melinda Hunter

^ Name of Director



^ Signature of Director/Secretary

Suzanna Dabski

^ Name of Director/Secretary

Executed by

Port Stephens Council ABN 16 744 377 876

by its authorised delegate, pursuant to a resolution
made on



^ Signature of authorised delegate

TIM CROSDALE

^ Name of authorised person

GENERAL MANAGER

^ Office held



^ Signature of witness

ANN EDWARDS

^ Name of witness

EXECUTIVE ADMINISTRATION

COORDINATOR

^ Office held