

7 August 2020

Nigel Wood  
[REDACTED]

Dear Nigel,

## Bowmans Creek Wind Farm – Proposed Neighbour Agreement

### Background

Epuron Projects Pty Ltd (the Company) is currently developing the proposed Bowmans Creek Wind Farm (the Project). The Company is in the process of finalising the Environmental Impact Statement for the Project with the aim to lodge with the Department of Planning, Industry and Environment shortly. The current proposed layout of the Project was presented in public information sessions in July and published on the Project website at <https://epuron.com.au/wind/bowmans-creek> and includes a proposed 60 turbine locations. As identified in the attached map there are a number of turbines proposed at a distance of around three kilometres from the residence on your property (the Land), identified as [REDACTED]

The Company is proposing to offer a “Neighbour Agreement” in order to enable the financial benefits of the Project to be shared with nearby neighbours. The structure outlined below is based on the number of wind turbines that become constructed within a three-kilometre radius of the identified residence.

An outline of the General Terms that are proposed is given in the table below. These terms are only a summary and the proposal is explained in detail in the Neighbour Agreement itself, which you will also find attached.

### General Terms

| Item | Issue             | Proposal   |
|------|-------------------|--|
| 1    | Grantee           | Epuron Projects Pty Ltd  |
| 2    | Grantor           | Nigel Wood   |
| 3    | Option            | Grantor will grant to Grantee an option for a visual amenity easement  |
| 4    | Option Fee        | [REDACTED] on execution of documents,<br>[REDACTED] per annum thereafter   |
| 5    | Option Fee Period | The Option Fee will be paid annually until the Option is exercised and the Easement is put in place  |
| 6    | Easement          | The landowner agrees to acknowledge that the Project will be visible from the property by way of registering a visual amenity easement on title. |

|    |                         |   |
|----|-------------------------|---|
| 7  | Easement Consideration  | In consideration for the easement the Company will pay the greater of:<br>(a) ██████ per turbine ever installed within 3km of the Existing Residence, or<br>(c) ██████<br>Paid annually, Increased annually by 2% plus GST (if applicable). |
| 8  | Easement Term           | The Easement Consideration will apply so long as the wind turbines within the specified distance are installed. Upon decommissioning of the turbines, the easement will be removed.   |
| 9  | Landowner undertakings  | The landowner undertakes not to oppose or object to the Project   |
| 10 | Legal Fee Reimbursement | Reasonable legal fees incurred in negotiating and executing this Agreement of up to ██████ plus GST   |

We welcome any comments or questions you may have as well as the opportunity to meet and further discuss the proposed agreement.

Yours sincerely

Julian Kasby  
Project Manager

████████████████████  
██████████

# Neighbour Agreement

Nigel Wood

**(Landowner)**

and

Epuron Projects Pty Ltd

**(Company)**

Bowmans Creek Wind Farm

**(Project)**

W1000d

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## NEIGHBOUR AGREEMENT

### Parties

Nigel Wood of [REDACTED], NSW (**Landowner**)

Epuron Projects Pty Ltd of Level 11, 75 Miller Street, North Sydney NSW 2060 (**Company**)

### Background

- A. The Company wishes to establish a Wind Farm (Project) with one or more potential Wind Turbines within 3.0 km of the Existing Residence on the Landowner's Land.
- B. The Project may be visible from the Existing Residence.
- C. The Company wishes to make, and the Landowner wishes to receive, payments in respect of the proximity of installed Wind Turbines to the Existing Residence, on the terms set out below.

### Option Reference Schedule

| General Terms   |   |
|---|---|
| Landowner contact details (including for delivery of notices)                         | <b>Attention:</b><br><b>Address:</b><br><b>Email:</b>   |
| Company contact details (however see clause 10.6(b)(i) regarding address for notices) | Julian Kasby<br>Project Manager<br>[REDACTED]   |
| Project   | Bowmans Creek Wind Farm   |
| Option  | Visual Amenity Easement Option being the option granted in clause 1 to acquire the Easement.  |
| Option Fee  | [REDACTED] plus GST (if any) (subject to clause 2.2) within 30 days of the date of this Agreement and each anniversary of the date of this Agreement until such time as the Option is exercised.        |
| Legal Fee Reimbursement   | Reasonable legal fees incurred in negotiating and executing this Agreement of up to [REDACTED] plus GST payable within 30 days of receiving a tax invoice dated on or after the date of this Agreement. |

|                                |  |
|--------------------------------|--|
| Jurisdiction                   | New South Wales  |
| Visual Amenity Easement Option |  |
| Land                           | As indicated in Schedule 1.  |
| Easement                       | An easement, registered on title, acknowledging the visibility of the Project and in the form of Annexure A ( <b>Easement Instrument</b> ), as completed and amended in accordance with this Agreement.  |
| Easement Consideration         | The greater of: <ul style="list-style-type: none"> <li>a) [REDACTED] Wind Turbine constructed within 3km of the Existing Residence; and</li> <li>b) [REDACTED]</li> </ul> <p>paid annually, increased 2% annually from the date of this Agreement, plus GST (if applicable).</p> |

## Agreed Terms

### 1 Option

#### 1.1 Grant of Option

The Landowner irrevocably grants the Company the Option.

#### 1.2 Exercise of Option

The Company may exercise the Option by delivering to the Landowner written notice and stating the dominant tenement, which may be land or an interest in land.

#### 1.3 Binding agreement

If the Option is exercised:

- (a) there will be constituted a binding agreement for the grant by the Landowner of the Easement over the Land; and,
- (b) the parties will be bound by the terms of the Easement Instrument (completed or amended as necessary under clause 1.4) from the Option Exercise Date, whether or not the Easement Instrument is signed.

#### 1.4 Document preparation

- (a) This clause 1.4 is subject to the parties agreeing, or being legally required to prepare and lodge for registration the Easement Instrument online via Property Exchange Australia (PEXA). If so, the parties will collaborate to achieve registration consistent with the paper process described below.
- (b) The Landowner authorises the Company to prepare execution copies of the Easement Instrument by providing, inserting or updating (as applicable):
  - (i) the transferee (being the Company or its assignee, novatee or nominee under clause 7);
  - (ii) the dominant tenement;

- (iii) the commencement date of the Easement Instrument, being the Option Exercise Date, and any other dates required to give effect to the Easement Instrument or otherwise specified in the Option Reference Schedule which are relevant to the Easement Instrument; and
- (iv) any relevant details, attachments or minor amendments necessary to complete, update or give effect to or allow the registration of the Easement Instrument.

### **1.5 Document delivery**

Within 30 days of the Option Exercise Date the Company must deliver to the Landowner two copies of the Easement Instrument, completed in accordance with clause 1.4 and executed by the Company.

### **1.6 Document return**

Within 14 days of receiving the signed copies of the Easement Instrument and any associated plans, the Landowner must sign both copies, return one copy to the Company and do all things necessary to assist the Company to register it (such as providing any necessary consents, title documents or production details).

### **1.7 Registration costs**

The Company at its cost will prepare, stamp (if applicable) and register the Easement Instrument, and following receipt of the signed Easement Instrument will pay any costs charged by the Landowner's mortgagee for its consent and/or production of title.

### **1.8 Payment of Easement Consideration**

Subject to clause 2.2, the Company will pay to the Landowner the first annual payment of the Easement Consideration within 30 days of the return of the duly signed copy of the Easement Instrument to the Company in accordance with clause 1.6, and the subsequent annual payments (increased in accordance with the Easement Consideration definition) upon each anniversary thereof.

## **2 Option payments**

### **2.1 Option payments**

Subject to clause 2.2, in consideration for the Option granted by the Landowner to the Company under this Agreement, the Company shall pay to the Landowner or any other person the Landowner nominates the Option Fee and the Legal Fee Reimbursement as outlined in the Option Reference Schedule.

### **2.2 Payment after mortgagee consent obtained**

No payment under this Agreement, including any Option Fee, Legal Fee Reimbursement or Easement Consideration shall be payable by the Company to the Landowner until all persons having any interest in the Land (including any mortgagee) have provided their consent to this agreement in accordance with clause 4.1.

## 3 Development process

### 3.1 Site Layout

The Company may from time to time provide the Landowner with a Site Layout or update, for information. Any Site Layout is subject to change by the Company as detailed planning of the Project proceeds.

### 3.2 Landowner must not oppose Wind Farm

- (a) Subject to clause 3.2(b), the Landowner must not, directly or indirectly, oppose or object to the Project.
- (b) The prohibition in clause 3.2(a) does not apply to taking reasonable action if any Approval or legislation is breached.

### 3.3 Access to assessments

The Company must, at the Landowner's request, provide the Landowner with access to or a copy of:

- (a) any publicly available environmental assessment of the Land; and,
- (b) any visual impact assessment in relation to the Existing Dwelling.

## 4 Landowner's other obligations

### 4.1 Mortgagee consent

- (a) Within three months of entering into this Agreement, and prior to granting a mortgage (if the land is not mortgaged at the date of this Agreement), the Landowner must secure the consent of any mortgagee or proposed mortgagee (and any other person having any interest in the Land) to this Agreement substantively in the form of Schedule 4.
- (b) If the Landowner fails to obtain consent, it must promptly inform the Company, and the Landowner authorises the Company to seek to obtain that consent, and if need be to seek to arrange an alternative mortgage on substantially the same terms.

### 4.2 Disposal of Land

- (a) The Landowner may sell, transfer or otherwise dispose of any part of the Land, but only after:
  - (i) providing the Company with at least 30 days' notice of intention to enter into a contract for that proposed sale, transfer or disposal; and,
  - (ii) making the purchaser or transferee aware of the Agreement and using reasonable endeavours to procure that the purchaser or transferee enters into an agreement between the parties and the purchaser, transferee or donee (the 'Proposed Transferee') under which the Proposed Transferee agrees to be bound by the Landowner's obligations under this Agreement, and the Company agrees to make future annual payments of Easement Consideration to the Proposed Transferee with effect from the date of completion of the proposed sale, transfer or disposal.

## 5 Confidentiality

### 5.1 Company to respect confidentiality

The Company must not disclose the contents of this Agreement to any party except:

- (a) to an Associated Entity, professional adviser and actual or potential investor or financier of the Company or the Project;
- (b) where reasonably required for the purposes of obtaining an Approval;
- (c) where required by law; or,
- (d) with the prior written consent of the Landowner.

## **5.2 Landowner to respect confidentiality**

The Landowner must not disclose the contents of this Agreement or any document provided to the Landowner in relation to this Agreement (other than a document which is in the public domain) to any party except:

- (a) to an Associated Entity (if applicable), professional adviser and actual or potential investor or financier;
- (b) to those owners of land that are involved with the Project which the Company notifies the Landowner it may disclose to;
- (c) where required by law; or,
- (d) with the prior written consent of the Company.

## **5.3 Disclosure required if confidentiality breached**

If a party breaches or becomes aware of any breach of this clause 5, it shall promptly inform the other party in writing.

# **6 Term**

## **6.1 Term and continuing effect**

This Agreement shall commence on the date of this Agreement and shall terminate on the Termination Date except for the following clauses which shall have continuing effect:

- (a) with respect to any Option exercised on or before the Termination Date, compliance with clause 1 (Options);
- (b) clause 5 (Confidentiality);
- (c) clause 10.2(b) (Caveat withdrawal);
- (d) clause 10.3 (Indemnity);
- (e) clause 10.9 (Dispute resolution); and
- (f) Schedule 3 Special Condition SC1 (Payments must be made if Wind Turbine built within 2km of Existing Residence).

## **6.2 Termination by Company**

Subject to the continuing effect of Schedule 3 Special Condition SC1 (Payments must be made if Wind Turbine built within 3.3 km of Existing Residence), the Company may terminate this Agreement by written notice to the Landowner.

## 7 Assignment and nomination by the Company

### 7.1 Assignment

- (a) The Company may assign and/or novate its rights and obligations under this Agreement to any solvent entity capable of fulfilling the obligations of the Company under this Agreement (Assignment).
- (b) Any Assignment under clause 7.1(a) will take effect from the date of Assignment stated in a written notice to be served by the Company on the Landowner (such notice to include, in the case of Assignment other than to an Associated Entity, reasonable information as to the financial and technical capacity of the assignee) together with a deed of covenant between the assignee and the Company in which the assignee covenants to observe the Company's obligations from the date of Assignment.
- (c) The Landowner agrees that, except for the obligation in clause 7.1(e), the Company will be automatically released from any obligations under this Agreement arising from acts or omissions occurring after the date of Assignment.
- (d) Any Assignment by the Company will not prejudice either party's rights against the other in respect of any acts or omissions occurring prior to the date of Assignment.
- (e) The Company must within 30 days of receipt of tax invoice issued on or after the date of Assignment pay any reasonable legal costs of the Landowner incurred in advising the Landowner as to compliance with this clause 7.1.
- (f) If this Agreement is assigned by the Company pursuant to this clause 7, any reference in this Agreement to the Company will be deemed to be a reference to the assignee/novatee.

### 7.2 Novation

The Company may novate its rights under this Agreement on the same basis as for Assignment as set out in clause 7.1, except that the deed of covenant shall be a deed of novation (in triplicate), and the Landowner must execute and return to the Company and the novatee executed duplicates of the deed of novation within 14 days of receiving them.

### 7.3 Nomination

- (a) The Company may nominate a third party to enter into the Easement Instrument by giving notice of that nomination (identifying the nominee and, except in the case of nomination of an Associated Entity, reasonable information as to the financial and technical capacity of the nominee) prior to or at the time the Company exercises the Option, in which case the Company is released from its obligations under this Agreement to the extent they are assumed by the nominee.
- (b) The Company may nominate different nominees in respect of different parts of any Option or in respect of different Options or at different times.

## 8 Warranties

### 8.1 Company warranties

The Company warrants to the Landowner that:

- (a) it is entitled to enter into this Agreement and that there is no contract, dispute or legal proceeding affecting the Landowner's rights under this Agreement; and,

- (b) it holds, and will hold for the duration of this Agreement, public liability insurance for an amount of at least \$20 million in respect of any one claim.

## **8.2 Landowner warranties**

The Landowner warrants to the Company that:

- (a) it is solely entitled to the freehold of the Land as indicated on a title search obtainable from the Land Registry's register as at the date of this Agreement;
- (b) it does not own the Land as trustee of any trust;
- (c) there is no unregistered lease (including any family or farming lease) or encumbrance of the Land;
- (d) the Landowner has disclosed to the Company copies of all unregistered dealings over the Land of which the Landowner is aware;
- (e) it is entitled to enter into this Agreement and that there is no contract, dispute or legal proceeding affecting the Land or the Company's rights under this Agreement;
- (f) the Landowner, as at the date of this Agreement, has not entered into any lease (or option to lease), licence or other occupation rights or Compensation Agreement in respect of the whole or any part of the Land which are not disclosed in this Agreement;
- (g) other than any contract entered into pursuant to clause 4.2, the Landowner has not granted an option to, or entered into a contract or agreement for the sale of, or grant of any other interest in, the whole or any part of the Land;
- (h) there is no proposed land resumption or other proposal by any Authority which will or may impact on the use of the Land for the purpose of this Agreement and the Lease;
- (i) it does not enter into this Agreement as trustee or agent (except to the extent that a trust for the Landowner is disclosed in the Option Reference Schedule);

## **9 Special Conditions**

### **9.1 Special Conditions**

The special conditions outlined in Schedule 3 form a part of this Agreement and to the extent of any inconsistency take precedence over the terms outlined in this Agreement.

## **10 General provisions**

### **10.1 Variation**

This Agreement can only be amended by written agreement between the parties.

### **10.2 Caveat**

- (a) The Landowner consents to the Company lodging one or more caveats over the Land to protect its interests under this Agreement.
- (b) The Company undertakes to withdraw any caveat promptly upon ceasing to hold the relevant registrable interest.

### **10.3 Indemnity**

- (a) The Landowner indemnifies the Company against any claim arising from the Landowner's negligence or breach of this Agreement.

- (b) The Company indemnifies the Landowner against any claim arising from the Company's negligence or breach of this Agreement.
- (c) For the purpose of this clause a party includes their employees, contractors, invitees and agents.

#### 10.4 Goods and Services Tax (GST)

In respect of any payment due under this Agreement:

- (a) any reference to an amount payable under this Agreement is, unless otherwise specifically stated, exclusive of GST;
- (b) the Company shall pay, with respect to any taxable supply:
  - (i) if the Landowner has provided a tax invoice including their ABN, the amount due plus any GST; or
  - (ii) if the Landowner has provided the Company with a valid "Statement by a supplier - reason for not quoting an ABN to an enterprise" form, the amount due excluding any GST; or
  - (iii) otherwise, the amount due less any amount required to be withheld by law (at the date of this Agreement being 46.5% of the amount due).
- (c) in this clause 10.4, "GST", "taxable supply" and "tax invoice" have the meanings given in the A New Tax System (Goods and Services Tax) Act 1999 (C'th).

#### 10.5 Successors and assigns

This Agreement binds and benefits the parties and their respective successors and permitted assigns.

#### 10.6 Notices

Any notice or other communication to or by a party under this Agreement:

- (a) may be given by personal service, post, facsimile or email;
  - (b) must be in writing and in English addressed (depending on the manner in which it is given) as shown below:
    - (i) If to the Company:
      - Address: Level 11, 75 Miller Street North Sydney NSW 2060
      - Attention: [REDACTED]
      - Facsimile: [REDACTED]
      - Email: [REDACTED]
    - (ii) If to the Landowner, to the Landowner Contact Details described in the Option Reference Schedule,
- or to any other address last notified by the party to the sender by notice given in accordance with this clause;
- (c) is deemed to be given by the sender and received by the addressee:
    - (i) if delivered in person, when delivered to the addressee;

- (ii) if posted, according to Australia Post's delivery speed and coverage advice from time to time as stated on its website <https://auspost.com.au/sending/send-within-australia/delivery-speeds-and-coverage> (or 10 Business Days, if addressed or posted outside Australia) after the date of posting to the addressee whether delivered or not;
  - (iii) if sent by facsimile transmission, on the date and time shown on the transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety and in legible form to the facsimile number of the addressee notified for the purposes of this clause; or
  - (iv) in the case of delivery by email, at the time of receipt in accordance with section 13A of the *Electronic Transactions Act 2000 (NSW)*; and
- (d) may, unless stated otherwise, be given more than once, and may be given successively.

### 10.7 Further assurances

Each party, at its own expense and within a reasonable time of being requested by another party to do so, must do all things and execute all documents that are reasonably necessary to give full effect to this Agreement.

### 10.8 Entire agreement

This Agreement is the entire agreement between the Parties in relation to its subject matter, and supersedes and terminates any previous agreement with respect to its subject matter including any development license agreement.

### 10.9 Dispute resolution

- (a) Notice of dispute and good faith negotiation

Any party asserting that there is a dispute must issue a notice to the other party setting out the nature of the dispute, referring to this clause, and the Parties must in good faith actively negotiate so as to resolve the dispute.

- (b) Ongoing performance

Notwithstanding the existence or currency of any dispute, the parties shall continue to perform their respective obligations under this Agreement pending resolution of such dispute.

- (c) Other relief

Nothing in this clause shall prevent either party from commencing any court proceedings.

### 10.10 Counterparts

- (a) This Agreement may be executed in any number of counterparts. All counterparts taken together constitute one instrument.
- (b) A party who has executed a counterpart of this Agreement may exchange it with another party by emailing or faxing the executed copy of it to that other party (or their solicitors) and, if requested by that other party, must promptly deliver the original by express post or courier. Failure to make that delivery will not affect the validity of this Agreement.

### 10.11 Waiver

A right or remedy created by this Agreement cannot be waived except in writing signed by the party entitled to that right or remedy. Delay by a party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a party of a right or

remedy operate as a subsequent waiver of the same right or remedy or of any other right or remedy of that party.

## 10.12 Applicable law

The law of the Jurisdiction applies to this Agreement, and the parties submit to the exclusive jurisdiction of the courts of the Jurisdiction.

# 11 Definitions

## 11.1 Definitions in Option Reference Schedule

Items described in the Option Reference Schedule have the meanings so described.

## 11.2 Additional definitions

**Agreement** means this document, being a deed.

**Approval** means any approval, license, consent, agreement, authorisation, registration or other permit required from any Authority or network services provider for the purposes of the Project, the Easement Instrument or the Development Activities and includes any:

- (a) development or planning approval or related license required under the legislation of the Jurisdiction;
- (b) approval for subdivision or reconfiguration (or deemed subdivision or reconfiguration) of any land (including to adjust the boundaries of land parcels)
- (c) approval under the Environmental Protection and Biodiversity Conservation Act (C'th); and
- (d) registration, approval, license or agreement to connect to the electricity system or to generate electricity or to produce environmental credits in relation to the production of electricity in the Jurisdiction.

**Associated Entity** has the meaning given in section 50AAA Corporations Act 2001 (C'th).

**Authority** means any government or any governmental, semi-governmental, local government, administrative, fiscal or judicial body, department, committee, commission, authority, tribunal, agency, Minister, statutory body or entity.

**Business Day** means any day other than Saturday, Sunday or a public holiday in the jurisdiction in which the Land is located.

**Compensation Agreement** means a compensation, access or other similar agreement with any entity exploring or mining for petroleum, gas or minerals or the holder of any exploration, mining or petroleum tenement that will affect the Land or the land the subject of the Easement Instrument, including arising under the *Mining Act 1992* (NSW) or the *Petroleum (Onshore) Act 1991* (NSW).

**Controller** has the meaning given to it in the Corporations Act.

**Corporations Act** means the *Corporations Act 2001* (C'th).

**Development Activities** means the activities necessary for the development of the Project including (but not limited to):

- (a) carrying out any studies, assessments or other investigations in relation to environmental, heritage, sacred site, survey, flora, fauna, soil, geotechnical, noise, visual amenity and engineering considerations on and in the vicinity of the Land;

- (b) the installation, servicing and removal of equipment and Monitoring Equipment on such parts of the Land as the Company may from time to time determine, after consultation with the Landowner; and
- (c) where reasonably necessary and after consultation with the Landowner, removing vegetation, installing any gates and constructing and maintaining any fencing, roads or tracks (including through fence lines) to allow access for such activities.

**Easement Consideration** means the consideration referred to in the Option Reference Schedule with respect to the easement granted under this Agreement.

**Easement Instrument** is defined the Option Reference Schedule.

**Existing Residence(s)** means the house(s) on the Land as at the date of this Agreement and so marked in Schedule 1 (Land).

**Jurisdiction** is stated in the Option Reference Schedule.

**Land** means the whole allotment(s) identified in Schedule 1.

**Land Registry** means NSW Land Registry Services.

**Option** is defined in the Option Reference Schedule.

**Option Exercise Date** means, with respect to an Option, the date a notice exercising that Option is given by the Company.

**Option Reference Schedule** is the so-named schedule near the beginning of this Agreement.

**Project** is as stated in the Option Reference Schedule.

**Site Layout** means:

- (a) if Schedule 2 includes a draft plan of the proposed Project as at the date of this Agreement, that plan (subject to any update from time to time in accordance with clause 3.1); or
- (b) if Schedule 2 does not include a draft plan, such plan of the proposed Project in the Development Area that the Company may provide to the Landowner and update from time to time in accordance with clause 3.1.

**Termination Date** means the date on which the Company gives written notice of termination to the other in accordance with clause 6.2.

**Wind Farm** means the Wind Turbines, underground and aboveground powerlines, towers, poles, battery storage, substations, switchyards, transformers, control buildings and facilities, communications cabling and equipment, laydown areas, access tracks, roads, gates and grids, fences, public information areas and all associated works, structures and facilities used for their safe and efficient construction, operation, maintenance and decommissioning, whether actual or proposed (as the context requires) on or in the vicinity of the Land and includes any future technology which may supplement or replace wind energy generation and electricity supply maintenance technology

**Wind Turbine** means a wind turbine generator (comprising a foundation, tower, nacelle, hub, blades and wind turbine transformer) designed for the purpose of generating electrical energy from the wind.

### 11.3 Interpretation

In this Agreement, unless the context indicates a contrary intention:

- (a) **(documents)** a reference to a document is to the document as varied, amended, supplemented, novated or replaced from time to time and includes a document in written or electronic form (such as an email);
- (b) **(references)** a reference to a party, clause, paragraph, schedule or annexure is to a party, clause, paragraph, schedule or annexure to or of this Agreement;
- (c) **(headings)** clause headings and the table of contents are inserted for convenience only and do not affect the interpretation of this Agreement;
- (d) **(Background)** the Background forms part of this Agreement;
- (e) **(person)** a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and their permitted novatees, permitted assignees, personal representatives and successors;
- (f) **(including)** including and includes (and any other similar expressions) are not words of limitation and a list of examples is not limited to those items or to items of a similar kind;
- (g) **(corresponding meanings)** a word that is derived from a defined word has a corresponding meaning;
- (h) **(singular and plural)** the singular includes the plural and the plural includes the singular;
- (i) **(gender)** words importing one gender include all other genders;
- (j) **(legislation)** a reference to legislation or any legislative provision includes:
  - (i) any modification or substitution of that legislative provision; and
  - (ii) any subordinate legislation issued under that legislation or legislative provision including under that legislation or legislative provision as modified or substituted;
- (k) **(time and date)** a reference to a time or date is to the time and date in NSW, Australia;
- (l) **(joint and several)** an agreement, representation, covenant, warranty, right or obligation:
  - (i) in favour of two or more persons is for the benefit of them jointly and severally; and
  - (ii) on the part of two or more persons binds them jointly and severally;
- (m) **(replacement bodies)** a reference to a body that ceases to exist or whose powers or functions are transferred to another body is to the body that replaces it or that substantially succeeds to its powers or functions; and
- (n) **(Australian currency)** a reference to dollars or \$ is to Australian currency.

## Schedule 1 Land

### Land

██████████

Wood

Schedule 2 Site Layout

Wood

## Schedule 3 Special Conditions

### **SC1 Payments must be made if Wind Turbine built within 3.3 km of Existing Residence**

If the Company does not exercise the Easement Option but commences at any time to build any Wind Turbine within 3.3 km of the Existing Residence, it must nevertheless make the payments described as Easement Consideration as if it had exercised the Easement Option on the date on which the Company commences construction of the Wind Turbine, and on each anniversary thereof.

Wood

## Schedule 4 Mortgagee consent deed

### Consent Deed

Given in favour of [#insert Company details] and any nominee.

Date:

|                     |  |
|---------------------|--|
| Mortgagor           | [mortgagor name]   |
| Mortgagee           | [mortgagee name]   |
| Secured Land        | [insert land title details]  |
| Registered Mortgage | [insert registered mortgage number stated on title search]                                 |
| Option Agreement    | Option agreement for the Underlying Interest between [insert names of parties] dated [...] |
| Underlying Interest | Visual Amenity Easement  |

The Mortgagee:

- 1 pursuant the Registrar General's Guidelines regarding transfers granting easement consents to the Option Agreement and to the eventual registration of the Underlying Interest and will execute any further document to note its consent and/or produce the certificate of title to the Secured Land (or provide electronic equivalent such as providing CoRD-holder's consent) to allow such registration in accordance with the Option Agreement;
- 2 consents to the Company lodging a caveat over the Secured Land;
- 3 for so long as the Option Agreement or the Underlying Interest remain on foot, agrees:
  - (a) to permit the Company (and persons authorised by the Company) to exercise any other rights to which they are entitled under the Option Agreement or the Underlying Interest, including the right to enter the Land and the land the subject of the Underlying Interest for the purposes authorised by the Option Agreement or the Underlying Interest;
  - (b) to take all action (including by signing consents as relevant) requested by the Company in connection with obtaining any Approval and registering the Underlying Interest in the land registry;
  - (c) to perform themselves (where they enter into possession of the Land or the land the subject of the Underlying Interest) or cause any person appointed by them to perform, the obligations of the Landowner under the Option Agreement or the lessor or transferor (as the case may be) under the Underlying Interest;
  - (d) not to take any action which would adversely impact upon:
    - (i) the Company's rights under the Option Agreement; or
    - (ii) the Company's ability to:
      - A. exercise the option under the Option Agreement;

- B. exercise its rights under the Underlying Interest; or
  - (iii) the performance of the Landowner's obligations under the Option Agreement and the Underlying Interest;
  - (e) to ensure any person appointed by them does not disclaim the Option Agreement or the Underlying Interest;
  - (f) it will be bound by and will give effect to any Company or nominee Direct Agreement contemplated by the Option Agreement and, if applicable, the Underlying Interest; and
  - (g) provided they are lawfully entitled to do so, to take any action reasonably requested by the Company to:
    - (i) allow the Company on behalf of the Landowner or the Mortgagee to satisfy any conditions under the Option Agreement or the Underlying Interest; and
    - (ii) execute as mortgagee exercising power of sale, the Underlying Interest, any application, consent, plan, easement, transfer, surrender or similar document required under the Option Agreement or the Underlying Interest or if reasonably required by the Company, any replacement Option Agreement or Underlying Interest; and
- 4 agree that if the Mortgagee transfers (or any person appointed by them transfers) the Land, the land the subject of the Underlying Interest Land, or an interest in them, they must procure from the transferee of a deed in favour of the Company (on the terms reasonably required by the Company) by which the transferee agrees to be bound by the Option Agreement and the Underlying Interest, from the date of the transfer, as though it had executed the Option Agreement or the Underlying Interest (as is relevant) originally as the Landowner or lessor or grantor (as applicable).

Terms used in this deed have the same meaning as is given in the Option Agreement attached to this Consent Deed unless the context requires otherwise.

References in this Consent Deed to the Company include a reference to the Company's nominees or assignees from time to time. The Mortgagee acknowledges and it is agreed that the Option Agreement and the Lease extends to the benefit of the Company and the Company's nominees or assignees.

[Mortgagee to insert its execution]

Signature page

Executed as a deed.

Dated .....

Executed by the Landowner:

\_\_\_\_\_

Signature of Landowner

\_\_\_\_\_

Signature of Witness

**Executed by the Company**

Executed by Epuron Projects Pty Ltd )  
in accordance with section 127(1) of the )  
Corporations Act 2001 (C'th): )

\_\_\_\_\_

Signature of director

\_\_\_\_\_

Signature of director

\_\_\_\_\_

Name (please print)

\_\_\_\_\_

Name (please print)

Annexure A      Easement Instrument

Wood



THIS AND THE FOLLOWING [INSERT] PAGES IS THE ANNEXURE 'A' REFERRED TO IN THE EASEMENT BETWEEN [INSERT] (TRANSFEROR) AND [TO BE INSERTED] (TRANSFEEE)

DATED:

---

The Transferor and the Transferee covenant as follows:

**1. Visual amenity**

The Transferee and its Permitted Users may construct, operate, modify and decommission any wind farm on the dominant tenement in accordance with the conditions of any planning approval and applicable legislation, and the Transferor will refrain from making any Claims relating to the wind farm being visible from the servient tenement, and will use its reasonable endeavours to prevent any tenant or occupier of the servient tenement or of nearby land owned or partly owned by the Transferor an associated entity (section 50AAA Corporations Act 2001) from making any Claims against the Transferee and its Permitted Users in relation to such visual amenity.

**2. Assignment**

The Transferee may assign its rights under this easement by written notice to the Transferor.

**3. Release, variation and modification**

- (a) The Transferee may surrender this easement by written notice to the Transferor.
- (b) This easement may be varied or modified by written agreement between the Transferee and the Transferor.

**4. Expiry and release of easement after End Date**

- (a) This Transfer Granting Easement expires on the End Date.
- (b) For the purpose of this clause, End Date means the date of removal of any Wind Turbine on the dominant tenement within 3km of the Existing Residence.

**5. Stamp duty and registration fees**

The Transferee will pay all stamp duty (if any) and fees to register this easement.

**6. Further assurances**

A party, at its own expense and within a reasonable time of being requested by the other party to do so, must do all things and execute all documents that are reasonably necessary to give full effect to this easement.

**7. Interpretation**

- (a) Unless the context otherwise requires:

**Claims** includes:

- (i) all liability, damage and loss;

- (ii) actions, objections to planning applications, causes of action, appeals, arbitrations, claims, demands, orders, judgments; and  
debts, damages, penalties, payments and costs (including legal costs calculated on a solicitor and own client basis).

**Existing Residence** means the house on the servient tenement as at the date of the option agreement from which this easement arose.

**Permitted Users** means the Transferee's employees, agents, workers, contractors and other persons authorised by any of them or by the Transferee from time to time.

**[INSERT EXECUTION CLAUSES ON EXERCISE OF OPTION AGREEMENT]**