

XXXXXXXXXXXX Wind Farm Neighbour Deed

XXXXXXXXXXXX Trust Pty Ltd

XXXXXXXXXXXXXXXXXXXXXXXXX

Comment

The date of the Neighbour Agreement / Deed was prior to the construction of the wind farm.

At this point the company had no infrastructure assets.

It's ABN changed to a Fixed Unit Trust.

Date of change: Active from 26 August 2020.

The company is now The Trustee for XXXXXX Asset Trust.

Wind farms may start out as innocent companies, but once they accumulate assets, they quickly protect those assets by forming a Trust.

Trusts are used by companies to protect assets against lawsuits.

Now that this wind farm is operating with substantial assets, the company has ensured that it doesn't own any of the assets, it merely controls them through the trust.

This agreement is for the neighbours who will be impacted by the wind farm, but the Host landowners must be worried about this protective financial structure come decommissioning day. The company may wind up and go back to its own country, and the hosts are left holding

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XXXXXX Wind Farm Neighbour Deed

Date ►

Between the parties

Company **XXXXXX Asset Trust Pty Ltd** XXXXXXXX of Suite 4, Level 3, 24 Marcus Clarke Street Canberra ACT 2600.

Landholder XXXXXXXX of Lot XXXX and more particularly described as XXX XXXXXX Vic XXXX

Recitals

- 1 The Company is the current Proponent of the XXXXXXXX Wind Farm.
- 2 The Landholder is the registered proprietor of the Property.
- 3 The Property is located near the XXXXXXXX Wind Farm.
- 4 The parties have entered into this Deed to address the potential impacts of the XXXXXXX Wind Farm on the Property and to share the benefits derived from its operation with the Landholder.

This Deed witnesses as follows:

1. Before the wind farm was built, this wind farm knew a certain number of neighbours would be adversely impacted.

So, it went on the hunt early to sign up neighbours who would pose a problem to the company in the future.

The purpose of this Deed (or Agreement) is to eliminate those neighbours as a business risk.

This Neighbour Deed protects the wind farm against any complaints, claims or legal action taken by the neighbour.

In signing the agreement, the neighbour surrenders all legal rights to make any claims or take action against the wind farm for adverse impacts.

Neighbours who signed early had no idea of the significant adverse impacts (harm) they would face.

The so called "benefits" are a loss of enjoyment of their land, and the ongoing suffering of harm.

Now that the wind farm is built, many neighbours are experiencing adverse impacts such as noise, vibration and blade flicker nuisance.

FYI: Blade flicker nuisance is relatively easy to prove – the neighbour only needs a video of the flicker in their house.

Blade flicker nuisance can trigger a multi-million dollar payout because the wind farm can't refute a video.

1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this Deed are set out below.

Term	Meaning
Agreed Letter	a letter from the Landholder in the form contained in Schedule 1.
Annual Payment	\$4,000.00 (exclusive of GST) per year as adjusted on each Annual Payment Review Date in accordance with clause 3.2(b).
Annual Payment Commencement Date	the date on which the Company commences Construction Activity of the XXXXXXXX Wind Farm in accordance with the XXXXXXXX Planning Approval.
Annual Payment Review Date	each anniversary of the Annual Payment Commencement Date.
XXXXXXX Planning Approval	development consent no. XXXXXXXX-A granted under the <i>Planning and Environment Act 1987</i> (VIC) on 21 August 2008, as amended from time to time.
XXXXXXX Wind Farm	The construction and operation by the Company of XX turbines with a maximum capacity of XX MW in accordance with the XXXXXXXX Planning Approval.
Business Day	a day on which banks are open for business in Melbourne excluding a Saturday, Sunday or public holiday in that city.
Claims	any claims including actions, suits, causes of action, arbitrations, monies, debts, dues, costs, losses, demands, verdicts and judgments either at law or in equity or arising under the provisions of any statute, whether arising out of negligence or not, and whether in the present contemplation of the parties or not, and whether requiring the payment of money or the doing of work or otherwise.
Commencement Date	the date on which this Deed is executed by all of the parties to it.

2 The word “claims” feels like a simple word, but it means the end of the neighbour’s rights to the enjoyment of their land.

The neighbour is now at the mercy of wind farm.

Term	Meaning
Construction Activity	The process of the Proponent (or its contractors) constructing a building or infrastructure in respect of the XXXXXXXX Wind Farm on properties reasonably adjacent to the Property.
Deed	this Deed as amended, supplemented or varied from time to time.
Governmental Agency	any government, governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, statutory or other authority, local council, tribunal, agency or entity or a minister of the Crown in any part of the world and includes Planning Panels Victoria and the Victorian Civil and Administrative Tribunal.
Initial Payment	\$2,000.00 (exclusive of GST) to be invoiced on Commencement Date to the Company.
LEADR	the Australasian not-for-profit organisation that promotes alternative dispute resolution under the name of "LEADR".
Landholder's Obligations	the covenants , agreements and obligations contained in or implied in this Deed or imposed by law to be observed and performed by the Landholder.
Other Persons	<ol style="list-style-type: none"> 1 each of the Proponents; 2 any related bodies corporate (as defined in the <i>Corporations Act 2001 (Cth)</i>) of any Proponents; and 3 any related bodies corporate (as defined in the <i>Corporations Act 2001 (Cth)</i>) of the Company.
Property	Lot ----- and more particularly described as ----- XXXXXXXX Vic
Proponents	the proponent, owner, operator and/or intended owner or operator of the XXXXXXXX Wind Farm.
Termination Date	<p>the earlier of the date of the Company giving notice to the Landholder that:</p> <ol style="list-style-type: none"> a) it has decided not to proceed with the XXXXXXXX Wind Farm; or b) the XXXXXXXX Wind Farm has been decommissioned.

3

This Deed/Agreement places a covenant over the title as per Victorian Law.

The neighbour agrees to any future variation to the Deed, without knowing what the variation will be.

4

4 25 years with an option of another 25 years.

5. The wind farm has identified that this neighbour will be significantly impacted by the wind farm business operations.

The neighbour has no recourse or protection against these impacts.

The property may become uninhabitable.

Term	Meaning
Wind Farm Impacts	Any kind of impact on the Property e.g. noise and visual, environmental, traffic, shadow flicker, television and radio reception interference etc resulting from, or connected to, the construction, operation, commissioning, maintenance and decommissioning of the XXXXXXXX Wind Farm.

1.2 Interpretation

The parties agree that in the interpretation of this Deed:

- (a) the singular includes the plural and the plural includes the singular;
- (b) a reference to a person includes a reference to a firm, corporation or other corporate body and its successors in law;
- (c) if a party consists of more than one person this Deed binds them jointly and each of them severally;
- (d) a reference to any legislation or guidelines includes all delegated or subordinate legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;
- (e) a reference in this Deed to the Company or the Landholder includes each of their successors, assigns and transferees;
- (f) the words 'including' or 'includes' or any variation of them are not words of limitation; and
- (g) if any example is given of anything (including, but not limited to, a right, obligation or concept) the example does not limit the scope of that thing.

6. The Deed follows the land and applies to all subsequent owners of the land.

2 Term

This Deed commences on the Commencement Date and expires on the Termination Date.

3 Payments by the Company

3.1 Initial Payment

- (a) The Landholder must invoice the Company the Initial Payment on the Commencement Date.
- (b) The Company must pay the Initial Payment to the Landholder within 21 Business Days of the Commencement Date, subject to receipt of an invoice provided under clause 3.1(a).
- (c) The Landholder acknowledges that the Initial Payment is a contribution towards expenses including any legal fees, costs and disbursements reasonably incurred by the Landholder in connection with this Deed.

3.2 Annual Payments

- (a) Subject to the Landholder observing and performance its obligations under this Deed, the Company must pay:
- (1) the first Annual Payment to the Landholder within 30 Business Days of the Annual Payment Commencement Date; and
 - (2) subject to clauses 3.2(c) and 3.2(d), the second and each subsequent instalment of the Annual Payment on an annual basis in arrears within 30 Business Days of the second and each subsequent anniversary of the Annual Payment Commencement Date (and pro rata for any part of a year).
- (b) The Annual Payment will be reviewed on the Annual Payment Review Date using the following formula:

$$AR = \left(R \times \frac{CPIB}{CPIA} \right)$$

where

- AR is the new Annual Payment figure
- R is the Annual Payment figure immediately prior to the Annual Payment Review Date
- CPIB is the All Groups Consumer Price Index for the City of Melbourne, as published by the Australian Bureau of Statistics (**CPI**), in the last publication before the relevant Annual Payment Review Date; and
- CPIA is the CPI last published immediately prior to the Annual Payment Review Date one year prior to the relevant Annual Payment Review Date.

The parties agree that the new Annual Payment will not be lower than the Annual Payment immediately before the relevant Annual Payment Review Date.

- (c) The Company's obligation to make Annual Payments under clause 3.2(a) will cease on the Termination Date.
- (d) The Company's obligation to make any further Annual Payments under clause 3.2(a) will cease if the Landholder is no longer the registered proprietor of the whole Property, unless:
- (1) The registered proprietors legal personal representative or surviving joint tenant of the Landholder agrees to be bound by this Deed ; or
 - (2) the Landholder first notifies the Company in writing with their intention to sell the Property to a third party (**New Landholder**); and
 - (3) The New Landholder enters into a similar deed with the Company, in a form reasonably required by the Company, under which the New Landholder agrees to be bound by this Deed with effect from the date of completion of the transfer, as if the references to 'the Landholder' in this Deed were taken to be references to the New Landholder.
- (e) The Annual Payment will be calculated using a base rate of \$3000 plus \$1000 for each turbine within 1-1.5km plus \$500 for each turbine within 1.5km and 2km of the primary residential dwelling, with distance measured from the base of the turbine to the edge of the dwelling (see Schedule 1).

3.3 Goods and Services Tax

- (a) Any reference in this clause or this Deed to a term defined or used in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.
- (b) Unless expressly included, the consideration for any supply made under or in connection with this Deed does not include an amount on account of GST in respect of the supply (**GST Exclusive Consideration**) except as provided under this clause.
- (c) Any amount referred to in this Deed which is relevant in determining a payment to be made by one of the parties to the other is, unless indicated otherwise, a reference to that amount expressed on a GST exclusive basis.
- (d) To the extent that GST is payable in respect of any supply made by a party (**Supplier**) under or in connection with this Deed, the consideration to be provided under this Deed for that supply (unless it is expressly stated to include GST) is increased by an amount equal to the GST Exclusive Consideration (or its GST exclusive market value if applicable) multiplied by the rate at which GST is imposed in respect of the supply.
- (e) The recipient of any payment made under this Deed must pay the additional amount payable under clause 3.3(d) to the Supplier at the same time as the GST Exclusive Consideration is otherwise required to be provided.
- (f) The Supplier must issue a tax invoice to the recipient of the taxable supply at or before the time of payment of the consideration for the supply as increased on account of GST under clause 3.3(d) or at such other time as the parties agree.

4 Company's Rights, Obligations and Restrictions

4.1 Comply with limits on Wind Farm Impacts

 **Self-regulating.**
The noise is
measured by the
wind farm's
acoustician.

The Company must ensure that any limits on or standards regarding Wind Farm Impacts contained in the XXXXXXXX Planning Approval or any later modified version or replacement thereof or any legislation or regulations, which apply to the Property, are complied with.

Compliance is determined by a self-written report from the wind farm's

4.2 Restrictions on the Company

Unless the Company obtains the prior written consent of the Landholder, which consent may be withheld at the sole and absolute discretion of the Landholder, the Company must not:

- (a) construct any wind turbine generator as part of the XXXXXXXX Wind Farm within **1.0 km** (when measured from the base of the tower of the wind turbine generator to the nearest external wall of the dwelling) of any dwelling located on the Property as at the Commencement Date; or
- (b) construct any wind turbine generator as part of the XXXXXXXX Wind Farm which has a height of more than **XXX metres** (when measured from the base of the tower to the tip of the blades at their highest point).

 7

3 Security Interest – this wording has been written in a friendly way – but beware, it is evil.

This company intends to use your land (linked by this Neighbour Deed) as part of its security for any bank loans etc. it may take out in the future.

It wants to tie your land up for the next 25 – 50 years because it needs your land to borrow against.

It is a very cheap way for the company to lock in security.

4.3 Security Interest

The Company may at any time during the Term and without the consent of the Landholder create a security interest in favour of any financier of the Company in respect of all of the Company's title, rights, benefit and interest in or related to this Deed.

5 The Landholder's Obligations

5.1 Wind Farm Impacts

The Landholder:

3 The wind farm knows it will cause the neighbour harm.

This agreement is to protect the wind farm against litigation.

Even if the wind farm causes the neighbour significant harm to their health, the neighbour has surrendered their legal right to claim recourse.

According to the law this neighbour has been compensated for all impacts, including being forced to abandon their home due to sleep disturbance.

- (a) acknowledges and agrees that the construction and operation of the XXXXXXXX Wind Farm and may result in Wind Farm Impacts;
- (b) acknowledges and agrees that the Property is, by reason of this Deed, an affected premises neighbouring the XXXXXXXX Wind Farm for all purposes under the conditions of the XXXXXXXX Planning Approval.
- (c) consents to any Wind Farm Impacts, subject to the Company complying with clause 4.1;
- (d) must not, subject to the Company complying with its obligations under clause 4.1:
 - (1) bring any proceedings (or cause or permit any third party to bring any proceedings) against the Company or the Other Persons seeking to enforce any condition of the XXXXXXXX Planning Approval; or
 - (2) make any Claims against the Company or the Other Persons in relation to any Wind Farm Impacts;
- (e) must not object to, or procure any third party make an objection to, any application:
 - (1) made for the XXXXXXXX Planning Approval in its current forms; or
 - (2) made to modify the XXXXXXXX Planning Approval, unless such modifications increase the Wind Farm impacts on the Landholders or seek to modify the restrictions set out in clause 4.2;
- (f) must procure that any occupier of any dwelling on the Property complies with each of the obligations contained in this clause 5.1 as if they were a party to this Deed; and
- (g) subject to clause 5.1(d), the Landholder retains all rights to make complaints or objections regarding any Wind Farm Impacts to the National Wind Farm Commissioner (or related Authority).

5.2 Agreed Letter

10. This could be seen as entrapment. The government will use your agreement as a signal to spruce the benefits of wind farms to others.

The Landholder must provide a letter to the Company in the form of the Agreed Letter on the Commencement Date (see Schedule 2).

5.3 Dealings with the Land

The Landholder must not sell, assign, transfer, mortgage or charge any part or the whole of the Land without first:

11. The neighbour requires permission from the wind farm to sell their land or take out a loan against the land, without first obtaining permission from the wind farm.

That's because the Neighbour Deed has become a covenant on the title.

The Neighbour's land is now linked to the wind farm and used by the wind farm as collateral.

Any loans the neighbour has against the land title will now be linked to the wind farm's business.

The neighbour must declare this Deed to all banks and financiers, insurance companies or conveyancers

Any new purchaser must agree to accept all adverse impacts without legal recourse.

Any new purchaser must be informed, at the time of the sale, that they may not be able to live in the residence due to adverse impacts such as noise nuisance.

- (a) giving the Company not less than three months' prior written notice of its intention to do so; and
- (b) obtaining a deed signed by the buyer, assignee or transferee (as relevant), mortgagee or chargee by which the buyer, assignee or transferee (as relevant), mortgagee or chargee of part or the whole of the Land, as applicable, agrees to be bound by and observe and perform the Landholder's Obligations in favour of the Company as if the buyer, assignee transferee, mortgagee or chargee was named as the Landholder in this Deed.

6 Dispute resolution 12

The parties agree to deal with any dispute arising out of or in relation to this Deed as follows:

6.1 Notice of dispute

The party asserting that there is a dispute arising from this Deed (**Dispute**) must send the other party notice setting out the nature of the dispute (**Dispute Notice**).

6.2 Negotiation

- (a) The parties must try to resolve the Dispute by negotiation.
- (b) Unless otherwise agreed in writing, all communications at or in relation to the negotiation are without prejudice and are confidential.
- (c) Any agreement reached by negotiation must be in writing and signed by both parties.
- (d) If the Dispute is not resolved within 10 Business Days of a party receiving the Dispute Notice, the parties must agree to attend mediation.

6.3 Mediation

This tries to look like the neighbour has rights – when legally they have surrendered all rights of legal dispute on the operations of the wind farm.

- (a) The parties must:
 - (1) appoint an independent mediator by agreement. If the parties fail to agree on the mediator within 15 Business Days after the Notice of Dispute was delivered or any longer period agreed by the parties, either party may request the President of the Law Institute of Victoria for the time being, or the President's nominee, to appoint an independent mediator. The President or the President's nominee may consult with LEADR or any other recognised alternative dispute organisation operating in Victoria in choosing the mediator;
 - (2) share the costs of the appointed mediator equally;
 - (3) comply with the directions of the mediator for the conduct of the mediation;
 - (4) hold the mediation in Victoria; and
 - (5) record any resolution arising from the mediation in writing signed by the parties.
- (b) If the parties fail to resolve the Dispute by mediation within 15 Business Days of appointing a mediator then either party may take the course of action which it considers appropriate, including commencing legal proceedings.

12. Disputes There is nothing much the neighbour can dispute, apart from not receiving payment or being impacted by OH&S factors such as flying blade parts, i.e. blade throw incidents.

This agreement surrenders the legal right to dispute any part of the operations of the wind farm.

13. Confidentiality :

Once this Deed is signed, the neighbour cannot say anything negative about the wind farm.

The wind farm commissioner has claimed that more complaints occur before the wind farm is built than after it commences operating. This is the reason why – wind farms have gagged neighbours.

Wind farms have signed the neighbours up to gag agreements, so they legally can't tell the truth about the adverse impacts.

7 General

7.1 Landholder as Trustee

The Landholder warrants to the Company that, if the Landholder is the trustee of a trust, the property of which includes the Property, the Landholder is authorised to enter this Deed.

13

7.2 Confidentiality *This clause prevents the truth getting out.*

The terms of this Deed are confidential to the parties and must not be disclosed directly or indirectly, in whole or in part, by any of the parties other than:

- (a) as required by law, including in any legal proceedings to enforce this Deed;
- (b) by the Landholder to its immediate family members, insurers, accountants, legal or other professional advisers or auditors; and
- (c) by the Company to any Other Persons, Governmental Agency, potential purchaser of the XXXXXXXX Wind Farm, insurers, accountants, legal or other professional advisers or auditors,

provided that, in each case, reasonable steps are taken to ensure that the confidentiality of this Deed is maintained to the extent practicable.

7.3 Assignment by the Company and Landowner 14

14. This company has declared the Deed / Agreement is covenanted on the title. Some companies don't declare this up front.

The company has the right to the landowner's title as part of its business collateral.

The covenant follows any sale of the wind farm or the land.

- (a) The Company may assign the benefit of this Deed to any person without the Landholder's consent.
- (b) The Company will give written notice to the Landholder that it has assigned the benefit of this Deed.
- (c) If clause 7.3(b) applies, the Landholder must, upon the request of the Company, and at the cost and expense of the Company, enter into a deed of covenant with the Company's assignee to continue to observe and perform the Landholder's covenants under this Deed in favour of the assignee as if the assignee was originally a party to this Deed.
- (d) If clause 7.3(b) applies, as part of any such assignment, the Company shall procure the Company assignee's agreement to observe and perform the Company's covenants under this Deed and Clause 7.3 (e) shall not apply if the Company fails to obtain such an agreement.
- (e) On assignment of this Deed, the Company is released from its obligations arising under this Deed from the date of assignment.

7.4 Notices

- (a) A party notifying or giving notice under this Deed must do so in writing sent by prepaid registered post and the original by post to the party at the address number specified in this Deed or to such other address as notified by each relevant party from time to time for the purpose of this clause.
- (b) A notice given in accordance with clause 7.4(a) will be deemed to have been given and received:
 - (1) if delivered, on receipt;
 - (2) if posted, three Business Days after posting; and

any notice received after 5.00 pm or on a day not a Business Day shall be deemed to have been received at 9.00 am on the next Business Day.

7.5 Governing law

- 15** This smells like the company requires the neighbour to sign-away their legal rights under the law. Best to get legal
- (a) This Deed is governed by the laws of Victoria.
 - (b) Each party irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in Victoria and courts of appeal from them in respect of any proceedings arising out of, or in connection with, this Deed. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

7.6 Entire agreement

This Deed constitutes the entire agreement between the parties with respect to its subject matter. It supersedes all previous agreements between the parties with respect to the matter the subject of this Deed.

7.7 Further assurances

15 The neighbour is subservient to the wind farm.

Each party must execute and do all acts and things necessary or desirable to implement and give full effect to the provisions and purpose of this Deed.

7.8 Severance

15 The neighbour is locked-in no matter what.

If any part of this Deed is, or becomes, void or unenforceable, that part is, or will be, severed from this Deed so that all parts that are not, or do not become, void or unenforceable, but remain in full force and effect and are unaffected by that severance.

7.9 Counterparts

If this Deed consists of a number of counterparts, each is an original and all of the counterparts together constitute the same document.

7.10 Waiver

- 15** Anything goes – there is no limit to their control over the land.
- (a) No party may rely on the words or conduct (including delay in the exercise of a right) of any other party as a waiver of any right arising under or in connection with this Deed unless the waiver is in writing and signed by the party granting the waiver.
 - (b) The Deed shall not be deemed a waiver of rights of the Landholder arising from the Off-site Landscaping Program contained in the XXXXXXXX Planning Approval or any later modified version or replacement thereof.

7.11 Variation

A variation of any term of this Deed must be in writing and signed by the parties.

7.12 Costs

Subject to clause 3.1(c), each party must pay its own costs of, and incidental to, the negotiation, preparation and execution of this Deed.

8 Company Trustee Limitation of Liability

- (a) In this clause 8:
- (1) **Assets** means all assets in the Trust which are held by the Trustee.
 - (2) **Trust** means the XXXXXXXX Asset Trust.
 - (3) **Trustee** means XXXXXXXX Asset Trust Pty Ltd (XXXXXXX).
 - (4) **Trust Deed** means the constitution of XXXXXXXX Asset Trust.
 - (5) **Trustee Liability** means any liability or obligation (of any kind including, without limitation, for negligence, in tort, in equity, or under statute) of the Trustee which arises in any way under or in connection with this Deed or its performance, or any representation, warranty, conduct, omission, agreement or transaction made under or in connection with this Deed or its performance.
- (b) The Trustee enters into and performs this Deed in its capacity as trustee of the Trust and in no other capacity. This applies also in respect of any past and future conduct (including omissions) relating to this Deed or any related transactions.
- (c) The parties acknowledge that the Trustee incurs the Trustee Liabilities solely in its capacity as trustee of the Trust and agree that (to the maximum extent permitted by law) the Trustee will cease to have any Trustee Liability if the Trustee ceases for any reason to be trustee of the Trust.
- (d) A Trustee Liability may be enforced against the Trustee only to the extent to which:
- (1) the Trustee is actually indemnified in respect of that Trustee Liability out of the property of the Trust; and
 - (2) there is sufficient property held by the Trustee as trustee at the time, which is available to meet that indemnity (after all Assets have been allocated to meet the indemnity and any other valid claims).
- (e) Subject to clause 8(f), no person will be entitled to:
- (1) claim from or commence proceedings against the Trustee in respect of any Trustee Liability in any capacity other than as trustee of the Trust;
 - (2) enforce or seek to enforce any judgment in respect of any Trustee Liability against any property of the Trustee other than property held by the Trustee as trustee of the Trust;
 - (3) take any steps to procure or support the appointment of a liquidator, administrator or any other similar office holder to the Trustee on the basis of a Trustee Liability, or prove in any liquidation, administration or arrangement of or affecting the Trustee; or
 - (4) in respect of a Trustee Liability, appoint or take any steps to procure or support the appointment of a receiver or receiver and manager to any property of the Trustee, other than property which is held by it in its capacity as trustee of the Trust.
- (f) The restrictions in clauses 8(d) and 8(e) do not apply to any Trustee Liability to the extent to which there is, whether under the Trust Deed or by operation of law, a reduction in the extent of the Trustee's indemnification, or in respect of

which the Trustee is not entitled to be indemnified, out of the property of the Trust, as a result of the Trustee's fraud, negligence or breach of trust.

- (g) No attorney, agent or other person appointed in accordance with this Deed has authority to act on behalf of the Trustee in a way which exposes the Trustee to any personal liability, and no act or omission of such a person will be considered fraud, negligence or breach of trust of the Trustee for the purposes of clause 8(f).
- (h) This limitation of the Trustee's liability applies despite any other provisions of this Deed and extends to all Trustee Liabilities of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Deed or its performance.
- (i) The Trustee is not obliged to do or refrain from doing anything under this Deed (including incur any liability) unless the Trustee's liability is limited in the same manner as set out in clauses 8(a) to 8(h) (inclusive).

DRAFT

Executed as a Deed

Company

Signed sealed and delivered by

XXXXXXX Asset Trust Pty Ltd

pursuant to s127 of the Corporations Act 2001 (Cth) by

sign here ► _____
Company Secretary/Director

print name _____

sign here ► _____
Director

print name _____

Landholder

Signed sealed and delivered by

pursuant to s127 of the Corporations Act 2001 (Cth) by

sign here ► _____
Company Secretary / Director

print name _____

sign here ► _____
Director

print name _____

16. This is an admission that neighbours out to 2km will be impacted. However, now that this wind farm is built and has commenced operation, it has become apparent that neighbours further out than 2km from turbines are being impacted.

Schedule 1

Turbines covered in Annual Payment calculation

XXXXXXX Wind Farm

There are 2 turbines planned for construction within 2km of the Property's primary residential dwelling during XXXXXX Wind Farm works.

XXXXXXX annual payment is calculated as \$4,000 for the first year.

XXXXXXX Turbine Rate	Number of turbines	Turbine ID	Annual payment
Turbines within 1km - 1.5km (\$1000/turbine)			
Turbines within 1.5km – 2km (\$500/turbine)	2	XXX	\$1,000.00
Base rate (\$3000)	---	---	\$ 3,000.00

Payment calculation rates

Annual payment is calculated using the following rates:

\$3000 base rate

\$1000 per turbine within 1km and 1.5km

\$500 per turbine within 1.5km and 2km

Schedule 2

 This is for the wind farm's social licence and for the Government and authorities such as the AEIC (wind farm commissioner) propaganda.

17 Form of Letter

The Minister for Planning, Victoria
The Department of Planning and Environment

**XXXXXXX Wind Farm
(Development consent XXXXXXXX)**

Dear Minister,

I own the property known as Lot ----- and more particularly described as -----
----- XXXXXXXX, VIC, XXXX (the **Property**).

I confirm that:

- the Property is now an associated residence with the XXXXXXXX Wind Farm as an affected premises neighbouring the XXXXXXXX Wind Farm; and
- I do not object to the XXXXXXXX Planning Approval as contained in permit number XXXXXXXX and I do not object to any Wind Farm Impacts which the XXXXXXXX Wind Farm may have on the Property, which comply within the approved limits and standards of such Approval.

Yours sincerely,
