

Schedule 1 Community Engagement Plan

1.1 Social Licence Binding Commitments

In accordance with clause 14.1 ("Performance"), LTES Operator will fund benefits to the local community in the following amounts by the relevant date of deliverable.

Table 1 – Shared benefits for the Local community

Scope (include community beneficiaries)	Date of deliverable	Value to beneficiary
VPAs, Council VPAs or Council Payments Under the NSW Department of Planning, Housing and Infrastructure ("DPHI") Guidelines, the indicative Community Benefit Agreement for the tender sizing would be calculated as: \$150 x 1,260 MWh x 30 years = \$5,670,000. With this fund, the Council's intention is to establish a future Community Fund which would deliver legacy projects to bring intergenerational benefits to the community within the Armidale LGA. The future fund will be distributed and managed in the following way: 85% of the fund will be managed by Council to deliver amenity projects via a Voluntary Planning Agreement ("VPA"); 15% of the fund will be managed by, or in partnership with, community representatives. LTES Operator will define and agree the final distribution structure for the	From COD until the end of the Project's operational period (i.e., for a period of 30 years)	\$4,819,500 (to be distributed in ongoing annual payments during the Project's operational phase)

Scope (include community beneficiaries)	Date of deliverable	Value to beneficiary
Community Benefit Agreement in the VPA. The VPA will be comprised of two components: 1. an upfront lump-sum contribution at the commencement of the Project's construction phase; and 2. annual contributions from the Commercial Operations Date for the life of the Project (30 years) (pending final agreement with the Council. Initiatives for the VPA and community initiatives will be related to: 1. strategic projects, legacy initiatives and / or infrastructure; 2. skill development; 3. community support groups; 4. community events; 5. education; 6. initiatives that align with FRV's values and capabilities; 7. First Nations; and 8. corporate sponsorships.		
Community – Funds, Investments, Benefits, Sharing, Partnerships Community initiatives i.e., 15% of the future Community Fund described above.	From COD until the end of the Project's operational period (i.e., for a period of 30 years)	\$850,500 (to be distributed in ongoing annual payments during the Project's operational phase)

Scope (include community beneficiaries)	Date of deliverable	Value to beneficiary
Road construction LTES Operator or a Related Body Corporate will undertake further widening and road upgrades in Bayley Park Road to improve the quality of the existing public road and safety. These upgrades may include remediating of existing culverts in the road to improve hydrology and water flow along Bayley Park Road by enhancing stormwater drainage. The upgrades are intended to improve road safety for residents, particularly in times of heavy rain and minor flood events. The figure provided in the 'Value to beneficiary' represents an estimate of costs. LTES Operator will provide SFV with an updated estimate of costs as soon as reasonably practicable.	By COD	\$500,000
Additional Community Benefit Initiatives To be delivered during the construction phase of the Project and / or within the first 2 years after the Commercial Operations Date. LTES Operator will agree these additional community benefit initiatives with the Armidale community, First Nations stakeholders and other relevant groups. These additional community benefit initiatives will include: energy bill support for households located in	By the 1 st anniversary of COD	\$2,000,000

Scope (include community beneficiaries)	Date of deliverable	Value to beneficiary
proximity to the Project; - energy security initiatives targeting First Nations communities and marginalised groups; - scholarships, training and skills development programs for First Nations people, young people and vulnerable community members; - neighbour payments to persons living closest to the Project site; - funding for local community events and cultural initiatives; - support for essential local infrastructure and services (for example, the fire shed, school and community hall; and - additional measures directly identified by affected stakeholders through the SIA process, in alignment with FRV's Social Commitment Policy and principles of benefit sharing.		

1.2 Other Social Licence Commitments

In accordance with clause 14.1 ("Performance"), LTES Operator will implement the following strategies and approaches to delivering on shared benefits for local community, including initiative objectives, roles and responsibilities, governance arrangement, issues management strategy, monitoring and reporting as further described below.

(a) Background

FRV began consultation with Armidale Regional Council ("**ARC**") during the early stages of the Project's development to discuss community benefits and the provision of a "Voluntary Planning Agreement" ("**VPA**") in accordance with the

NSW Benefit Sharing Guideline for Large-Scale Renewable Energy Projects. These negotiations with ARC are ongoing as at the date of this agreement. As such, the percentages referred to in this Schedule 1 are subject to agreement, and may change pending negotiations, with ARC.

LTES Operator has, thus far, committed \$5.67m towards community benefits over the life of the Project. Following agreement of specific details and arrangements with ARC, LTES Operator must publish details of those specific details and arrangements on its website.

FRV's VPA with Greater Hume Shire Council ("**GHSC**") in relation to the Walla Walla Solar Farm is an example of how FRV has established a positive working relationship with a local council and its community. LTES Operator will use its best endeavours to establish a similar governance arrangement in respect of the Project.

Set out below is an outline of LTES Operator's proposed delivery of community benefits in relation to the Project, noting that they must be agreed with ARC prior to implementation.

(b) Objectives

- (i) LTES Operator will use best endeavours to ensure that the Project:
 - a. delivers tangible, long-term benefits to the Armidale LGA and surrounding community; and
 - b. that those long-term benefits are aligned with FRV and LTES Operator's social commitment and benefit-sharing principles.
- (ii) LTES Operator's objectives include, but are not limited to:
 - a. **(intergenerational benefit creation)** Establishment, or procurement of the establishment of, a VPA in consultation with ARC to deliver legacy projects that will enhance local amenities and community resilience;
 - b. **(economic participation and skills development)** Supporting local training, apprenticeships and traineeships and procuring the development and implementation of work-readiness programs that create real pathways to employment;
 - c. **(infrastructure and safety improvements)** Funding local infrastructure priorities – for example, road upgrades, community halls or amenities – where they align with proximity and impact principles;
 - d. **(social inclusion and equity)** Delivering energy cost support, scholarships and community grants that reach vulnerable and under-represented groups;
 - e. **(First Nations inclusion)** Supporting programs and initiatives that will deliver demonstrable benefits for the local First Nations community (Anaiwan), including through capacity building, employment pathways and culturally appropriate projects.

(c) Approach to design

LTES Operator will engage with ARC to design the VPA and will be guided by best practice and the following principles:

- (i) **(council engagement)** Ongoing engagement with ARC to align the VPA, governance arrangements, proximity criteria and the delivery model with local planning priorities;
- (ii) **(community engagement)** Continued consultation with Project neighbours, industry stakeholders and local community groups to identify priority projects and delivery approaches;
- (iii) **(First Nations engagement)** Continued consultation with Anaiwan representatives to co-design First Nations-led measures;
- (iv) **(evidence base)** Use of the Project's Social Impact Assessment ("SIA") to identify demographic need, disadvantaged cohorts and service gaps; and
- (v) **(public exhibition)** LTES Operator and ARC will respond to and incorporate relevant feedback from the public exhibition period prior to finalising the VPA and Fund Guidelines.

LTES Operator must, following engagement with and subject to acceptance by ARC, align the VPA with the NSW Benefit Sharing Guideline, which provides that ARC be directly responsible for no less than 85% of the total value of the Fund, while also ensuring that local representatives have a meaningful role in selecting and overseeing funded activities.

(d) Structure of the Community Benefits Fund

- (i) The Fund will comprise two complementary components:
 - a. **(VPA-administered Community Fund (≥85%))** To be administered by ARC in its capacity as trustee / administrator, and funded via:
 - 1. a lump sum payment on commencement of the Project's construction phase; and
 - 2. ongoing annual payments during the Project's operational phase.

The VPA must specify eligible expenditure categories (including infrastructure and programmatic grants), geographic priorities (i.e., proximity to the Project), reporting obligations and audit rights.

For precedent and alignment, LTES Operator will draw on the approach adopted by FRV in respect of the Walla Walla VPA.

- b. **(LTES Operator administered measures (≤15%))** The share of the overall commitment which LTES Operator will directly administer to deliver targeted programs (e.g., scholarships, traineeships, work-readiness programs, First Nations initiatives and smaller community grants identified during consultation processes.

LTES Operator must design the measures for which they are responsible in consultation with ARC and the Community Fund Committee to ensure that they complement VPA-funded activity and to avoid duplication.

- (ii) Both components of the Fund will be governed by a set of “Fund Guidelines” and public reporting obligations.
- (iii) The final legal and administrative arrangements will be set out in the VPA and associated documents.

(e) Governance

- (i) LTES Operator must use best endeavours to ensure that the governance arrangements for the Fund will reflect principles of transparency, local leadership, intergenerational benefit, equity and First Nations inclusion.
- (ii) The Fund’s governance arrangements will be designed to:
 - a. ensure that the majority of community investment (i.e., no less than 85% or such other percentage agreed with ARC) is administered by ARC in accordance with the NSW Benefit Sharing Guideline;
 - b. give local representatives a meaningful role in setting priorities and assessing projects;
 - c. preserve a proportion of funding for direct, targeted measures delivered by LTES Operator (up to 15% or such other percentage agreed with ARC) to meet demonstrated local needs (e.g., scholarships, traineeships, work-readiness programs and First Nations initiatives);
 - d. maximise local economic participation and enduring community benefit;
 - e. prioritise proximity to, and those most impacted by, the Project; and
 - f. maintain clear, auditable processes through public reporting and strong probity safeguards.
- (iii) The governance principles described in this paragraph (e) and the final distribution, delivery and reporting mechanics will be confirmed with ARC and publicly exhibited prior to finalisation of the VPA.
- (iv) The VPA must set the high-level funding profile (i.e., as described at subparagraph (d)(i)(a) and will define ARC’s role as trustee / administrator of the VPA component of the Fund.
- (v) LTES Operator may have reference to the Walla Walla VPA when designing the governance arrangements for the Project’s VPA.

(f) Voluntary Planning Agreement (“VPA”)

- (i) ARC will act as trustee / administrator of the VPA component of the Fund and will be directly responsible for administering a minimum of 85% (or such other percentage as agreed between LTES Operator and

ARC) of the community investment in accordance with the NSW Benefit Sharing Guideline.

- (ii) The VPA must set eligible funding categories, geographic or proximity priorities, payment timing and triggers (i.e., for lump sum and annual payments), reporting frequency, audit and compliance obligations and the process for public exhibition and amendment.
- (iii) LTES Operator must use reasonable endeavours to ensure that ARC:
 - a. publicly exhibits the final VPA and related Fund guidelines; and
 - b. publishes relevant meeting minutes and annual reports for transparency.

(g) Community Fund Committee

- (i) LTES Operator has proposed to ARC to establish a “Community Fund Committee” to review and assess funding proposals and provide recommendations for the allocation of VPA funds.
- (ii) The Community Fund Committee’s role is advisory to the ARC. It is proposed that the Community Fund Committee’s role will include the provision of advice to ARC in its capacity as trustee / administrator of the Fund, and its key functions are intended to include:
 - a. receiving and reviewing grant applications and proposals invited by ARC;
 - b. assessing proposals against agreed eligibility and selection criteria that reflect the Fund’s objectives;
 - c. recommending projects to ARC for approval and funding; and
 - d. maintaining minutes, a public register of funded projects, and a register for Community Fund Committee member interests.
- (iii) Final approval and fund disbursement for VPA monies will be the responsibility of ARC, in its capacity as trustee / administrator of the Fund.

(h) LTES Operator-administered measures

- (i) LTES Operator may directly administer up to 15% (or such other percentage as agreed with ARC) of the Fund during the construction and / or operational phase of the Project.
- (ii) Initiatives funded must directly respond to needs identified through community engagement and evidence-based research, and will align with the objectives described in this Schedule 1.
- (iii) Initiatives administered by LTES Operator in accordance with this item (h) may include, but are not limited to, scholarships, traineeships and apprenticeships, work-readiness or pre-employment programs, First Nations capacity-building or business development initiatives and small community grants identified through consultation processes.

(i) **Roles and Responsibilities**

LTES Operator will, in accordance with the NSW Benefit Sharing Guideline, collaborate with ARC and designated community representatives to deliver the community benefits described in this Schedule 1.

Stakeholder Group	Representatives	Responsibilities
LTES Operator	Development Manager	Continue negotiations with ARC and community groups to finalise the VPA.
LTES Operator	Construction Manager, Community Liaison Officer	- Ensure delivery of lump sum payment made at commencement of the Project's construction phase, and upon receipt of valid tax invoice. - Participate in Community Fund Committee meeting (if required) to determine specific infrastructure or initiatives funded by the VPA's lump sum payment. - Maintain continuous engagement with local residents, First Nations groups, and regional organisations throughout the Project's construction period. - Collaborate with ARC and community groups to select appropriate community representatives for the Community Fund Committee.
LTES Operator	Operations Manager, Site Manager	Maintain continuous engagement with local residents, First Nations groups, and regional organisations throughout the life of the Project, once operational.
LTES Operator	Compliance Manager	- Ensuring that all commitments are executed in accordance with the VPA and this agreement, and FRV's Social Commitment Policy. - Participate in a Community Fund Committee meeting (if required) to determine specific infrastructure or initiatives funded by the annual lump sum payment. - Submitting all required reports to the SFV demonstrating compliance with social licence obligations and financial commitments under clause 14 ("Social Licence Commitments").
Armidale Regional Council (ARC)	Nominated Representative (e.g., Planning Manager)	- ARC shall act as trustee and administrator of the Fund. - Publicly exhibit the final draft VPA and incorporate any further community feedback. - Establish and oversee a Community Fund Committee, and collaborate with LTES Operator to select appropriate community

		representatives for the Community Fund Committee. • Review any grant funding applications from community groups associated with the VPA. • Issue tax invoices for agreed payments promptly, to enable payment by LTES Operator. • Distribute the actual funds, in accordance with the outcomes of the Community Fund Committee, or by other agreed governance mechanisms. • Provide administrative support, maintain records, and ensure appropriate public disclosure of funded projects. • Publish Community Fund Committee meeting minutes on its website.
Community	Nominated community representatives	• Participate in the Community Fund Committee. • Demonstrate involvement in the local community. • Adhere to a code of conduct in relation to participation in the Community Fund Committee.
Community Fund Committee	Representatives from LTES Operator, ARC and members of the Community	• Review and assess funding applications. • Recommend projects for ARC's approval. • Oversee delivery outcomes and ensure transparency and accountability in benefit allocation. • Maintain meeting minutes, financial records, and a register of interests.

(j) Issues management strategy

LTES Operator must:

- (i) accept feedback via phone, email, online form, in-person or via ARC or the relevant community liaison officer;
- (ii) log all matters in a central complaints register and in accordance with the Project's complaints handling procedure. This includes clear assignment of owners for actions, recording of corrective measures and tracking of progress and completion in the central complaints register;
- (iii) acknowledge all complaints, queries and feedback within 5 Business Days of receipt;
- (iv) in respect of routine matters, use its best endeavours to investigate and resolve complaints within 20 Business Days of receipt and, where resolution of a complaint is not achieved within 20 Business Days,

provide regular updates to and advise the complainant of next steps, and agree to a realistic resolution timeline with the complainant;

- (v) notify SFV of material complaints; and
- (vi) develop and publish a public complaints guide setting out a clear escalation pathway informing community members of how complaints will be managed and resolved.

(k) Monitoring and reporting

- (i) LTES Operator must establish a monitoring and reporting program that will:
 - a. ensure appropriate distribution of community funds; and
 - b. measure the success and efficacy of any programs funded by the VPA or LTES Operator-distributed funds.
- (ii) LTES Operator must maintain a centralised database recording, in relation to its obligations under this Schedule 1:
 - a. all payments made;
 - b. any grants awarded;
 - c. details of any scholarships, traineeships or work-readiness programs delivered;
 - d. First Nations participation in any program;
 - e. local supplier engagement; and
 - f. details of any infrastructure funded or delivered.
- (iii) LTES Operator must report to SFV on a quarterly basis and in accordance with clause 14.8 ("Publishing Social Licence Commitments") and must publish copies of such reports on its website.
- (iv) LTES Operator must report annually to the Community Fund Committee on:
 - a. the Community Fund Committee's findings for that year;
 - b. successful grant applications or programs; and
 - c. the efficacy or success of the previous year's agreed measures.
- (v) The Community Fund Committee must publish an annual consolidated public report outlining VPA fund allocations, project outcomes and basic KPI performance.
- (vi) LTES Operator must undertake a review of the VPA and its governance mechanisms at least once every 5 years to ensure the Fund objectives continue to be met, and to recommend any updates or amendments (as required).

LTES Operator will report against the above strategies and approaches in its report to SFV under clause 14.2 ("Reporting").

Schedule 2 Industry and Aboriginal Participation Plan

1.1 Definitions

Apprentice means a person undertaking an approved structured employment-based training program (apprenticeship) under a registered training contract that leads to a nationally recognised qualification who is working on the Project.

First Nations Businesses means a business that is at least 50 per cent Aboriginal and/or Torres Strait Islander-owned and is recognised as an Aboriginal business through an appropriate organisation, such as Supply Nation or the NSW Indigenous Chamber of Commerce.

Learning Worker means a worker without qualifications or who needs to update their qualifications or skills to meet the needs of the infrastructure project. This includes:

- (a) trainees and Apprentices;
- (b) non-construction workers;
- (c) managers, engineers, finance team, environmental team, safety team, construction employees consisting of supervisors, those in leadership roles, tradespeople and operators who contribute to the Project; and
- (d) people who undertake training organised by the contractor prior to employment but only if they are employed on the project.

Once defined as a learning worker, the worker maintains this status for the duration of the Project. Non-accredited Microcredentials must not account for more than 25% of the learning worker target.

For example, if the Learning Worker target is 20%, non-accredited Microcredentials must be less

Local Content means goods, services, and resources produced, manufactured, or supplied within Australia and New Zealand.

Local Trade means jobs for people from NSW who have completed a contract of training as an apprentice and who hold a certificate of proficiency in that trade and are working in that occupation on the Project.

Local Worker means jobs for people from NSW.

Microcredentials are defined as a certification of assessed learning or competency, with a minimum volume of learning of three hours and less than an Australian Qualification Framework (**AQF**) award qualification, that is additional, alternate, complementary to or a component part of an AQF award qualification.

Note: Microcredentials can be accredited and non-accredited learning. Accredited Microcredentials are already included in the learning worker definition as they are covered under part qualifications.

Total Project Contract Value means the sum of all the costs that the Proponent has to pay to deliver the Project exclusive of GST calculated as follows:

$$TPCV=A+B$$

Where:

TPCV = *Total Project Contract Value*

A = *Total capital expenditure (CAPEX) including development expenditure (DEVEX)*

B = *Total operational expenditure (OPEX)*

which as at the Signing Date is estimated to be: \$

which will be updated from time to time under this Schedule 2.

Total Project Workforce means

- (a) in the case of pre-COD (hours), the total working hours that the Proponent will engage to achieve COD; and
- (b) in the case of post-COD (hours), the total working hours that the Proponent will engage between the period of achieving COD until the end of the term of the LTESA.

Trade refers to sub-major occupations that are classified as Technicians and Trades Workers using Australian and New Zealand Standard Classification of Occupations (ANZSCO).

Training means undertaking an accredited vocational education and training (“VET”) or nationally recognised professional qualifications that meet the needs of the Project and can be full or part qualifications (such as one or more units of competency). It may be subsidised by government funding or through a fee-for-service arrangement and includes participating in the NSW Government Trade Pathways Program.

Steel means all steel intensive components, such as anchor cages, wind turbine tower sections, racking and mounting for solar, transmission towers, piling, and civil and structural works for substations, but excludes steel components integral to a component not available locally at the time of bidding, such as steel inside a solar module, and miscellaneous small hardware items such as nails and bolts.

Underrepresented Groups includes people with characteristics defined in the Anti-Discrimination Act 1977 (NSW) and people who are long-term unemployed in addition to young people and women.

1.2 Social Licence Binding Commitments

For the purposes of this Schedule 2, LTES Operator will provide an updated estimate for the Total Project Contract Value (including the DEVEX, CAPEX and OPEX amounts), Total Project Workforce and the total trades positions, and total Steel required in each of LTES Operator’s annual reports to SFV under clause 14.2 (“Reporting”) and provide reasonable supporting information for the updated estimate. Without limiting SFV’s rights under clause 14 (“Social Licence Commitments”), if there is any material decrease in the estimated Total Project Contract Value or Total Project Workforce as compared to the estimates provided by LTES Operator as at the Signing Date, then SFV may (among other things) request further information pursuant to clause 14.2(c)(ii), reject LTES Operator’s report pursuant to clause 14.2(c)(iii) or request an audit of LTES Operator’s compliance pursuant to clause 14.3 (“Audit”).

(a) Local supply chain commitments

In accordance with clause 14.1 (“Performance”), LTES Operator will purchase Local Content with a value equal to or greater than the percentages specified below for the relevant phase of the Project.

Table 1 – Local supply chain commitments

Local Content commitments	% of total CAPEX	Cost in real dollars AU\$
Before COD - Development and construction phase	28%	\$ [REDACTED]
Local Content commitments	% of total OPEX	Cost in real dollars AU\$
After COD - Operation and maintenance phase	78%	\$ [REDACTED]
Local Content commitments	% of total Steel	Cost in real dollars AU\$
Local steel	95.00%	\$ [REDACTED]

(b) Investment and innovation commitments

In accordance with clause 14.1 (“Performance”), LTES Operator will invest in, or acquire goods and services, from Local supply chains or Local innovators in at least the following amounts, and in each case by the date specified.

Table 2 – Local supply chain investment and innovation

[illegible]

(c) Employment and workforce commitments

In accordance with clause 14.1 ("Performance"), LTES Operator will employ a number of relevant workers for a number of hours equal to or greater than the percentage of the Total Project Workforce or Total Trades specified in the table below.

The total hours at the Signing Date is estimated to be as described in Table 3 below, which will be updated from time to time under this Schedule 2.

Table 3 – Employment and workforce commitments

Workforce Category	Pre -COD (hours)	Post-COD (hours)	Total (hours)	Note
Total Project Workforce	104000	116480	220480	
Total Trade Positions	20800	29120	49920	
Workforce Category	Pre-COD (% of TPW)	Post-COD (% of TPW)	% of TPW	Note
Learning Workers	20.0%	25.0%	22.6%	The LTES Operator must achieve a minimum of 70% of the '% of Total Project Workforce' commitment for each of the workforce categories by COD.
Underrepresented Groups	15.0%	25.0%	20.3%	
Women	12.0%	10.0%	10.9%	
Local Workers	65.0%	75.0%	70.3%	
Workforce Category	Pre-COD (% of trades)	Post-COD (% of trades)	% of total trades	Note
Apprentices in Trades	15.0%	25.0%	20.8%	The LTES Operator must achieve a minimum of 70% of the '% of total trades positions' commitment for each of the workforce categories by COD.
Women in Trades	10.0%	5.0%	7.1%	
Local Trades	65.0%	65.0%	65.0%	

(d) First Nations participation

In accordance with clause 14.1 ("Performance"), LTES Operator will:

- (i) subcontract work related to the Project to First Nations Businesses with an aggregate contract value equal to or greater than the percentage of the Total Project Contract Value specified in the second row of Table 4;
- (ii) employ a number of people from a First Nations background for a number of hours equal to or greater than the percentage of the Total Project Workforce specified in the fourth row of Table 4; and
- (iii) make First Nations economic participation commitments equal to or greater than the amount specified in the sixth row of Table 4.

Table 4 – First Nations participation

First Nations economic participation commitments	Delivery Timeframe	% of Total Project Contract Value
Subcontracting	Pre-COD	2.50%
	Post-COD	0.50%
First Nations economic participation commitments	Delivery Timeframe	Cost in real \$AUD
Training & workforce development	Pre-COD	\$ 139,520
	Post-COD	\$ -
First Nations economic participation commitments	Delivery Timeframe	% of Total Project Workforce (TPW should be pro-rated to the length of the LTESA term)
First Nations Workers	Pre-COD	5.00%
	Post-COD	5.00%

1.3 Other Social Licence Commitments

(a) Local supply chain commitments, investment and innovation, employment and workforce commitments

In accordance with clause 14.1 ("Performance"), LTES Operator will undertake to implement the following strategies and approaches to achieve Local procurement, Local supply chain targets, employment and workforce targets.

Key OEM items not available locally at the time of bid, (i.e. battery containers), are not accounted as Local Content as per the NSW RESBP.

Pre-COD Strategies and activities include, but are not limited to: Local EPC contractors and subcontractors, local-first procurement into EPC supply contracts with tender evaluation scoring, work packaging to enable SME participation, monthly tracking with evidences (ABN, invoicing, etc) and others.

Post-COD Strategies and activities include, but are not limited to: O&M contracts including local delivery targets with reporting, engagement with regional suppliers and councils, NSW-based control centre, internal asset management teams and NSW consultants.

Steel: All reinforcing bar (rebar) will be sourced from local suppliers using steel milled within Australia.

Innovation: At this stage FRV does not propose specific additional commitments to innovation.

Project Workforce: Prioritize contractors and service providers established in NSW, recruitment will prioritize NSW based staff, using a NSW-based O&M teams and 24/7 control centre, partner with NSW training providers, offer mentoring and career development opportunities during O&M, encourage subcontractors to employ women and underrepresented groups.

Our strategy is to integrate apprentices and women into established subcontractor teams.

LTES Operator will report against the above strategies and approaches in its report to SFV under clause 14.2 ("Reporting").

(b) First Nations participation

In accordance with clause 14.1 ("Performance"), LTES Operator will undertake the following strategies and approaches to achieve First Nations targets, First Nations targets, economic participation, general engagement, reporting, monitoring and compliance.

The Armidale East project commits 6% of Total Project Contract Value towards First Nations participation across the development, construction, and operational phases.

In addition, 5% of the Total Project Workforce will be First Nations workers across both phases. This will be achieved by engaging 2–3 First Nations people during the Pre-COD phase, and by employing at least a First Nations worker during specific stages of the O&M phase.

FRV First Nations Engagement Plan is still under preparation and will form the basis for specific strategies. These activities are not fixed at this stage and will be shaped through further consultation with First Nations and EPC contractors. Examples include:

- EPC contractors may be positively weighted during evaluation if they demonstrate credible processes for maximising First Nations employment and participation. Embedding First Nations requirements in EPC and O&M contracts to guarantee delivery.
- Subcontracting portions of works and services to accredited First Nations businesses.
- Contractors may be encouraged to support entry-level participation through training and skills development initiatives (e.g. WHS White Cards, short courses).
- Partnering with local TAFE providers and Indigenous employment organisations.
- Direct investment in education, training, and apprenticeships.
- Direct community investment: FRV is already engaging in direct investment in First Nations

LTES Operator will report against the above strategies and approaches in its report to SFV under clause 14.2 ("Reporting").

(c) Environmentally sustainable procurement throughout supply chain

In accordance with clause 14.1 ("Performance"), LTES Operator will undertake to implement the following strategies and approaches to promote environmentally sustainable procurement throughout the supply chain.

For each project, FRV implements a rigorous supplier selection process that prioritizes ESG compliance. Suppliers are invited to participate in a structured prequalification process, during which they must submit documentation demonstrating financial stability, technical capability, and adherence to FRV's ethical standards, including anti-corruption and anti-slavery policies. This process ensures that only qualified suppliers who align with FRV's sustainability values are considered for project contracts.

At FRV Australia, project-specific actions further reinforce this commitment. EPC contractors are required to provide detailed records of their own and their subcontractors' HSE performance. They must also develop and implement an Environmental Management Plan tailored to the project's location and scope. To ensure transparency and accountability, EPC contractors are obligated to report greenhouse gas emissions data related to their activities.

Local sourcing is another key pillar of FRV's sustainable procurement strategy. Whenever feasible, FRV prioritizes local suppliers to support regional economies and reduce transport-related emissions. To manage risks across the supply chain, FRV has implemented a comprehensive Risk Policy and an end-to-end management framework. This system formalizes efforts to prevent modern slavery and ensures ethical practices are consistently applied throughout the value chain.

LTES Operator will report against the above strategies and approaches in its report to SFV under clause 14.2 ("Reporting").