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Dear community members,

We are aware of recent commentary regarding the proposed lease terms for host landowners at The Pines Wind Farm, particularly the inclusion of renewal options beyond the initial operating period. Given the seriousness of the claims being made, we believe it is important to respond clearly, respectfully and with factual detail.

First and foremost, The Pines has never, and will never, mislead any landowner, neighbour or community stakeholder. Assertions on social media that we have acted deceptively are themselves misleading and do not assist constructive or respectful discussion. We remain committed to open engagement and to ensuring that all parties are able to make informed decisions.

Secondly, we have always been upfront about the operational plan for The Pines Wind Farm. On our project website we have the following:

“At the end of the operations, the wind farm will either be upgraded and continue to operate, or it will be decommissioned and recycled.”

www.thepineswindfarm.com.au/operations

In face-to-face meetings we have also been forthcoming on what can happen at the end of the project life cycle including options for decommissioning, or upgrading and continuation of operations.

Thirdly, we always provide a budget for any landowners looking to join the project for their own legal advice. Your legal representatives should always discuss with you the duration of the contract as spelled out in the contractual terms. Social media commentators are no substitute for legal expertise.

Why host leases include renewal options

Lease renewal options are standard across the wind energy industry, both in Australia and internationally. Wind farms involve very substantial, long-life infrastructure investments. At the end of the initial turbine operating life (commonly around 30–35 years), there is genuine uncertainty about future electricity market conditions, grid needs, and the most appropriate technology available at that time.

Including renewal options provides flexibility to respond to those future conditions. It does not predetermine that a project will continue, nor does it remove any regulatory or legal requirements. Any repowering of operations would be subject to planning laws, approvals and the agreement of the relevant parties; effectively a new project.

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Property law requirements for leases

Under property law, a registered lease must have clearly defined commencement and termination points that can be objectively ascertained. This is why host agreements refer to fixed periods of time (for example, a number of years) and may include defined options to renew. This structure is a legal necessity for property interests and is not unique to The Pines.

Why neighbour agreements are different

Neighbour agreements do not provide an interest in property and are not governed by property law in the same way. They are commercial goodwill arrangements designed to recognise and compensate for amenity impacts experienced by nearby landowners.

For this reason, neighbour agreements have been deliberately structured around *impact-based triggers*, rather than fixed time periods. In practical terms, this means:

- payments commence when impacts commence (for example, at the start of construction), and
- payments end when impacts end (for example, following final decommissioning of the wind farm).

This approach ensures fairness and alignment: neighbour payments “follow” the project itself. If turbines are not present, neighbour payments do not continue. This is intentionally different from a host lease, and it reflects the fundamentally different legal and commercial purpose of the two agreements.

Understating project benefits

35-years has been used when describing community benefit funding, neighbour payments and other contributions, so that people can clearly understand the *minimum* value the project would deliver.

Those figures remain accurate and conservative. If, at the end of the initial turbine life, wind power remains the best economic option for the electricity system and the project is repowered, the result would be *additional* benefits flowing to hosts, neighbours and the wider community beyond those already described.

Future repowering and regulatory controls

Throughout our communications, we have consistently referred to an anticipated project duration of 35 years, and will continue to do so.

Any repowering or extension of the project at the end of a turbine lifecycle would be subject to the laws, regulations and planning frameworks in force at that future time, which cannot be known today. If changes to host or neighbour agreements were required to reflect new legal or

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regulatory conditions, those changes would need to be negotiated then, by agreement between the parties.

In closing

The structure of the host and neighbour agreements for The Pines Wind Farm has been developed to be legally sound, transparent and fair. It reflects established industry practice, the requirements of property law, and a genuine effort to ensure that benefits and obligations align with real-world impacts such as visual and noise.

We remain available to answer questions directly and encourage respectful dialogue grounded in facts rather than speculation.

Yours sincerely,

Andrew Riggs
Managing Director, Australia
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