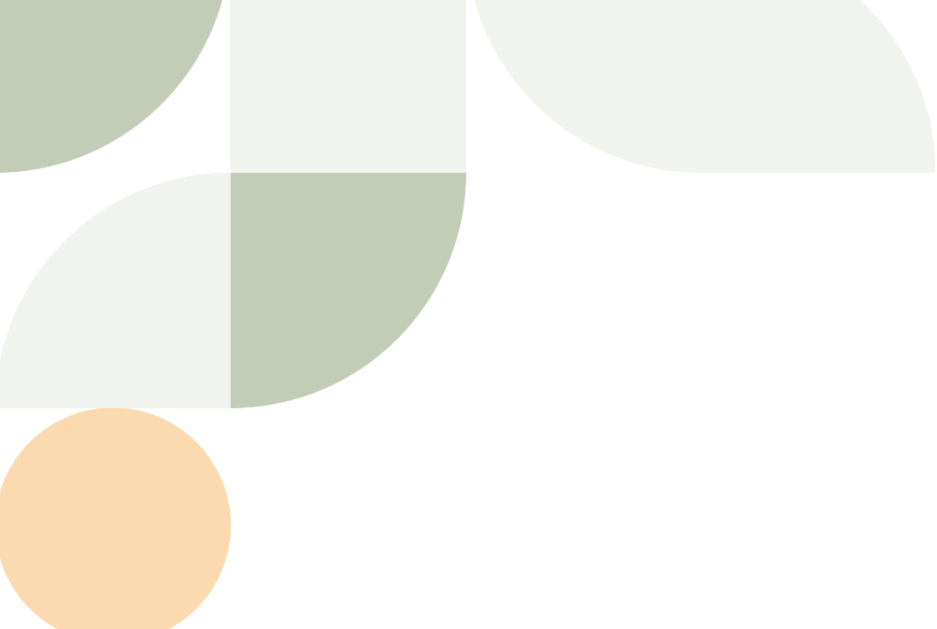




Lime Down

Solar Park

Draft Section 106 Agreement

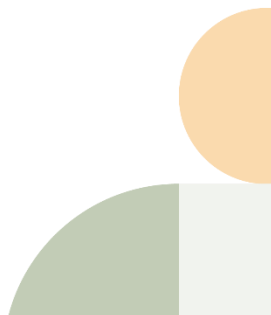
October 2026

Revision 1

Planning Inspectorate Reference: EN010168

Document Reference: EXAM/9.93

The Infrastructure Planning (Examination Procedure) Rules 2010



DATED _____ **2026**

- (1) WILTSHIRE COUNCIL
- (2) LIME DOWN SOLAR PARK LIMITED
- (3) THE EXECUTORS OF [REDACTED]

**DEED OF DEVELOPMENT CONSENT
OBLIGATIONS**

**Agreement under section 106 Town and Country
Planning Act 1990 (as amended)
relating to the Lime Down Solar Park**

Ref: Iken 205704



Pinsent Masons

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THIS DEED is made on 2026

BETWEEN

- (1) **WILTSHIRE COUNCIL** of County Hall, Bythesea Road, Trowbridge, Wiltshire, BA14 8JN ("**the Local Authority**");
- (2) **LIME DOWN SOLAR PARK LIMITED** incorporated and registered in England and Wales with company number 13211532 whose registered office is at Unit 25.7, Coda Studios, 189 Munster Road, London, England, SW6 6AW (the "**Developer**"); and
- (3) **THE EXECUTORS OF SHEILA ANN SMITH, being POLLY JANE WALKER** of Inglenook Cleverton Chippenham SN15 5BT United Kingdom **and TILLY ANN RAWLINGS** of Little Elm Farm Pink Lane Charlton Malmsbury SN16 9DS United Kingdom **and TESSA MARY EVANS** of Owlpen Lodge Owlpen Dursley GL11 5BY United Kingdom (the "**Owner**")

BACKGROUND

- (A) The Local Authority is the local planning authority for the purposes of the 1990 Act for the area within which the Site is situated and by whom the obligations and covenants contained in this Deed are enforceable.
- (B) The Local Authority is the local authority for the purposes of the 1972 Act and the 2011 Act and are also the relevant planning authority for the purposes of the 2008 Act.
- (C) The Owner is the freehold owner of the Site. By virtue of an option agreement made between the Owner of the Site and the Developer, the Developer has a right to call down a leasehold interest in the Site. The Site is unregistered with no known other owners or reputed owners.
- (D) The Developer submitted the Application to the Secretary of State on 19 September 2025.
- (E) To facilitate the Project the parties have agreed to enter into this Deed under the 1990 Act in order to secure the planning obligations contained in this Deed which are necessary to mitigate the impacts of the Project and to make the Project acceptable in planning terms.
- (F) The parties in entering into this Deed do so to create planning obligations pursuant to section 106 of the 1990 Act in respect of the Owner's and the Developer's respective interest(s) in the Site and the Owner and the Developer agree to be bound by and to observe and perform the covenants agreements conditions and stipulations hereinafter contained on terms of this Deed.

NOW THIS DEED WITNESSED AS FOLLOWS:

1. DEFINITION AND INTERPRETATION

1.1 In this Deed the following terms and expressions shall have the following meaning:

" 1972 Act "	means the Local Government Act 1972 (as amended);
" 1990 Act "	means the Town and Country Planning Act 1990 (as amended);
" 2008 Act "	means the Planning Act 2008 (as amended);
" 2011 Act "	means the Localism Act 2011;
" Application "	means the application for a development consent order under section 37 of the 2008 Act in relation to the Project submitted to the Secretary of

State on 19 September 2025 and allocated reference number EN010168;

“Commence”	has the same meaning as in Article 2 of the Development Consent Order and the words “Commencement” and “Commenced” and cognate expressions are to be construed accordingly;
“Date of Decommissioning”	has the same meaning as in Article 2 of the Development Consent Order;
“Date of Final Commissioning”	has the same meaning as in Article 2 of the Development Consent Order;
“Deed”	means this deed of agreement;
“Development Consent Order”	means the development consent order made by the Secretary of State pursuant to the Application;
“Dispute Notice”	means the written notification given by any Party to the other Parties of their intention to refer to the Expert any dispute arising between the Parties in respect of any matter contained in this Deed, such notice to specify the matters set out in clause 11;
“Expert”	means the expert appointed by any of the Parties pursuant to clause 11;
“Hourly Rate”	means £80 per hour (Index Linked)
“Index”	means the Retail Price Index (RPI) or any other reasonable and appropriate Index agreed between the Local Authority and the Developer;
“Index Linked”	means indexed in accordance with Clause 7.2;
“Interest”	means 4% above the base lending rate of the Bank of England applicable at the date the relevant payment is due;
“Lease”	means the lease to be granted to the Developer in accordance with the Option for Lease or any other lease arrangement entered into between the Developer and the Owner in respect of the Project on the Site;
“Local Authority”	means Wiltshire Council (and its successors in function);
“Monitoring Costs”	means those costs set out in Schedule 2 of this Deed.
“Monitoring Fee”	means a sum to be paid by the Developer to the Local Authority to monitor compliance by the Developer of the planning obligations in this Deed which will amount to 2.5% of the Monitoring Costs under the terms of this Deed to be paid by the Developer to the Local Authority in accordance with Schedule 2 of this Deed;
“Option for Lease”	means the option for lease dated 8 August 2025 between (1) the Owner and (2) the Developer;
“Payment Date”	means the date when any financial contribution is due to be paid pursuant to this Deed or its Schedules;
“Parties”	means the Local Authority, the Owner and the Developer and “Party” means any one of them as the context so requires;

“Plan 1”	means the plan annexed to this Deed at Schedule 1 and marked section 106 Plan identifying the Site;
“Project”	means the "authorised development" as defined in Article 2 and Schedule 1 of, and to be authorised by, the Development Consent Order part of which is to be located on the Site;
“Secretary of State”	means the Secretary of State for the Department for Energy Security and Net Zero (or such other Secretary of State that has the responsibility for determining projects relating to energy development and/or the Application);
“Statutory Undertaker”	means any company, corporation, board, or authority at the date of this Deed authorised by statute to carry on an undertaking for the supply of telephone and television communications, electricity, gas, water, or drainage and any authorised successor to any such undertaking but excluding the Developer;
“the Site”	means the area of land which is shown shaded pink on Plan 1 and more particularly described in Schedule 1;
“Title Documents”	means the documents listed in Table 1 and Table 2 of Schedule 1; and
“Working Day”	means any day from Monday to Friday (inclusive) other than Christmas Day, Good Friday and any statutory Bank or public holidays or holiday agreed by either party for all employees of that party.

- 1.2 Where in this Deed reference is made to any Clause, paragraph, Schedule, plan or recital such reference (unless the context otherwise requires) is a reference to a Clause, paragraph, Schedule, recital or plan in this Deed.
- 1.3 Where in any Schedule or part of any Schedule reference is made to a paragraph such reference shall (unless the context requires otherwise) be to a paragraph of that Schedule or (if relevant) part of that Schedule.
- 1.4 References to any party to this Deed shall include reference to their successors in title and assigns and to persons claiming or deriving title through or under them and in respect of the Local Authority shall include the successors to its statutory functions as a local planning authority.
- 1.5 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.6 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 1.7 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 1.8 Words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause, permit or suffer any infringement of the restriction.

- 1.9 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 1.10 The recitals and headings in this Deed are for ease of reference only and shall not affect its construction or otherwise have any binding legal effect.
- 1.11 In the event of any conflict between the provisions of this Deed and of any document annexed hereto or referred to herein, the provisions of this Deed shall prevail.
- 1.12 "notify" and "notification" mean the transmission of written information by means of email from one party to another **PROVIDED THAT** if the said email is received prior to 10.00am on any Working Day the time periods for response laid out in this Deed shall commence from that Working Day whereas if the email is received after 10.00am the aforesaid time period shall commence from the following Working Day.
- 1.13 References to "including" shall mean including without limitation.

2. LEGAL BASIS

- 2.1 This Deed is made pursuant to section 106 of the 1990 Act, section 111 of the 1972 Act and section 1 of the 2011 Act.
- 2.2 The obligations, covenants and undertakings on the part of the Developer in this Deed are planning obligations pursuant to and for the purposes of the power referred to in clause 2.1 and so as to bind the Site and, subject to clause 5.2, the said obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they shall be enforceable by the Local Authority not only against the Developer but also against any successors in title to or assigns of the Developer as if that person had been an original covenanting party.
- 2.3 Insofar as any obligations, covenants and undertakings in this Deed are not capable of falling within section 106 of the 1990 Act they are entered into as obligations, covenants and undertakings in pursuance of the powers referred to in clause 2.1 with the intent that they shall be enforceable under contract.
- 2.4 It is hereby agreed that the Parties enter into this Deed with the effect of binding the Site.

3. CONDITIONALITY

- 3.1 This Deed is conditional upon the grant of the Development Consent Order SAVE FOR the provisions of Clauses 4.2 (land charge), 4.5 (notice of ownership change) and 5.1.2 (legal fees) which shall come into effect immediately upon completion of this Deed
- 3.2 Where the Development Consent Order becomes the subject of any judicial review proceedings:
- 3.2.1 until such time as such proceedings including any appeal have been finally determined, the terms and provisions of this Deed will remain without operative effect unless the Project has been Commenced; and
- 3.2.2 if following the final determination of such proceedings the Development Consent Order is capable of being Commenced, then this Deed will take effect in accordance with its terms.
- 3.3 Wherever in this Deed reference is made to the final determination of judicial review proceedings (or cognate expressions are used), the following provisions will apply:
- 3.3.1 proceedings by way of judicial review are finally determined:

- (a) when permission to bring a claim for judicial review has been refused and no further application may be made;
- (b) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or
- (c) when any appeal is finally determined and no further appeal may be made.

3.4 The covenants given in this Deed shall cease to have effect if the Development Consent Order:

3.4.1 is quashed, revoked, superseded or otherwise withdrawn at any time; or

3.4.2 expires prior to Commencement; or

3.4.3 is modified by any statutory procedure without the consent of the Developer prior to Commencement.

4. **AGREEMENTS AND DECLARATIONS**

4.1 The parties agree and declare that the provisions of this Deed shall not be enforceable under the Contracts (Rights of Third Parties) Act 1999.

4.2 This Deed shall be registrable as a land charge by the Local Authority as the local planning authority.

4.3 Following the performance and satisfaction of all the obligations contained in this Deed the Local Authority shall effect the cancellation of all relevant entries made in the register of local land charges in respect of this Deed at no cost to the Developer or the Owner.

4.4 No person or party shall be liable for a breach of the restrictions covenants and obligations contained in this Deed after that person or party has parted with all its interest in the Site or the part in respect of which the breach occurs but without prejudice to any liability for any breach committed prior to such parting.

4.5 The Developer agrees to give the Local Authority written notice of any change in ownership of its or the Owner's interest in the entire Site occurring before all the obligations under this Deed have been discharged within 10 Working Days of the change occurring.

4.6 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with and to the extent permitted by a certificate of lawful use, a planning permission, development consent order (other than the Development Consent Order) or other statutory authority granted (whether or not on appeal) before or after the date of this Deed.

4.7 Nothing contained in this Deed shall prejudice or affect the rights powers duties and obligations of the Local Authority in the exercise of their functions as local authority and their rights powers duties and obligations under all public and private statutes byelaws and regulations may be as fully and effectually exercised as if the Local Authority were not a party to this Deed.

4.8 If any severable provision of this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired.

4.9 Where the agreement approval consent or expression of satisfaction is required by the Developer from the Local Authority under the terms of this Deed such agreement approval consent or expression of satisfaction shall not be unreasonably withheld or delayed.

- 4.10 Any notices requests demands or other written communications pursuant to this Deed shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 4.11 The obligations in this Deed shall not be enforceable against a Statutory Undertaker after the transfer of statutory apparatus and land upon or in which statutory apparatus is situated to that Statutory Undertaker nor enforceable against any highway authority which may be responsible for any public highways maintainable at public expense.
- 4.12 The obligations of this Deed shall not be enforceable against the Owner (save for the event in which the Owner takes possession of any part of the Site from the Developer, in which case the Owner shall be liable for the terms of this Deed).
- 4.13 All payments due under this Deed shall not require payment of VAT.

5. DEVELOPER'S COVENANTS

- 5.1 The Developer covenants with the Local Authority to:
- 5.1.1 comply with its obligations as set out in Schedule 2 and Schedule 3 to this Deed; and
- 5.1.2 pay to the Local Authority on completion of this Deed their reasonable legal costs of negotiating and completing this Deed in the sum of £3,250.00.
- 5.2 In the event that:
- 5.2.1 any person other than the Developer is appointed as an "undertaker" (as defined in the Development Consent Order) for the purposes of the Site under the Development Consent Order; or
- 5.2.2 powers of the "undertaker" under the Development Consent Order are devolved to any other person in relation to the Site,

and the provisions of this Deed are not otherwise made directly enforceable against any such person (the "Transferee"), then the Developer will without delay require the Transferee to enter into a deed in favour of the Local Authority that the Transferee shall observe and perform such of the covenants and obligations on the Developer under this Deed as relate to the exercise of the powers which have been transferred as though the Transferee had been an original party to this Deed and for the avoidance of doubt this requirement shall apply to the provisions of Schedule 2 and Schedule 3 to this Deed.

6. THE LOCAL AUTHORITY'S COVENANTS

- 6.1 The Local Authority covenants with the Owner and the Developer to comply with their obligations as set out in Schedule 2 and 4 to this Deed.
- 6.2 The Local Authority shall upon written request certify compliance with the obligations in this Deed.
- 6.3 The Local Authority acknowledges that any notification provided to it by the Developer pursuant to paragraph 1 of Schedule 3 is of a confidential and commercially sensitive nature ("**Confidential Information**") and the Local Authority agrees:-
- 6.3.1 to treat all the Confidential Information as confidential, regardless of when or how it is disclosed or obtained and the form in which it is disclosed or obtained;
- 6.3.2 not without the Developer's prior written consent to communicate or disclose any part of the Confidential Information except as required by law or except to employees or officers,

elected representatives and consultants of the Local Authority who require such information for the purposes of discharging the Local Authority's obligations under this Deed; and

- 6.3.3 to ensure that all persons to whom the Local Authority discloses the Confidential Information are made aware of its confidential nature and the obligations of confidentiality contained in this Deed.

7. PAYMENTS AND INDEXATION

- 7.1 Where any obligation in this Deed is expressed to require the Developer to pay any sum of money, and that sum of money is not paid on the due date, Interest shall be payable in addition to the sum of money itself calculated from the Payment Date to the date on which the sum of money is actually paid.
- 7.2 All payments to be paid pursuant to this Deed shall be increased by reference to the amount of the increase in the Index from the date of this Deed until the date the payment is due in accordance with the following formula (where the Index at the Payment Date / the Index at the date of this Deed is greater than one (1)):

Amount Payable = Sum x (Index at Payment Date/ Index at the date of this Deed)

Where: "Amount Payable" is the amount of the money required to be paid;

"Sum" is the amount of the Monitoring Costs or other sum of money stated in this Deed; and

"Index at Payment Date" is the Index published two months before the Payment Date.

8. JURISDICTION

This Deed shall be governed by and interpreted in accordance with the law of England.

9. WAIVER

No waiver (whether expressed or implied) by the Local Authority, the Owner or the Developer of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Local Authority the Owner or the Developer from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10. GOOD FAITH AND APPROVALS

- 10.1 The Parties agree with each other to act reasonably and in good faith in respect of the discharge of the obligations contained in this Deed.
- 10.2 Where any approval, agreement, consent, confirmation or an expression of satisfaction is required under the terms of this Deed such approval, agreement, consent, confirmation or an expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

11. DISPUTE RESOLUTION

- 11.1 In the event of any dispute arising between the Parties in respect of any matter contained in this Deed, the Developer and the Local Authority shall each nominate a representative who must meet to try to resolve the matter. If the matter is not resolved at that level within 10 Working Days of either the Developer or the Local Authority requesting such a meeting (or such longer period as may be agreed between the Developer and the Local Authority) the matter may at the request of any Party be referred for discussion at a meeting to be attended by a senior executive from each Party, which

in the case of the Local Authority will be the Director of Planning, Economy and Climate or another member of staff of equivalent seniority.

- 11.2 If the meeting between senior executives fails to result in a settlement within 10 Working Days of the date of the request for such a meeting (or it is not possible to convene a meeting within this period) then any Party may refer the matter to the Expert by serving the other Parties with a Dispute Notice.
- 11.3 The Dispute Notice must specify:
- 11.3.1 the nature, basis and brief description of the dispute;
 - 11.3.2 the clause of this Deed or paragraph of a Schedule of this Deed to which the dispute has arisen; and
 - 11.3.3 the proposed Expert.
- 11.4 The Expert shall be an independent person possessing expertise relevant to the dispute and in the event that the Parties are unable to agree whom should be appointed as the Expert within 10 Working Days after the date of the Dispute Notice then any Party may request:
- 11.4.1 if such dispute shall relate to matters concerning the construction, interpretation and/or the application of this Deed, the Chairman of the Bar Council to nominate the Expert;
 - 11.4.2 if such dispute shall relate to matters necessitating any calculation or otherwise concerning a financial aspect of this Deed, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert;
 - 11.4.3 if such dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;
 - 11.4.4 in all other cases, the President of the Law Society to nominate the Expert.
- 11.5 The Expert shall act as an expert and not as an arbitrator and whose cost shall be at the Expert's discretion or in the event that the Expert makes no determination as to costs, such costs will be borne by the Parties to the dispute in equal shares.
- 11.6 The Expert shall be appointed subject to an express requirement that the Expert reaches a decision and communicates it to the Parties to the dispute within the minimum practical timescale allowing for the nature and complexity of the dispute and in any event not more than 20 Working Days from the date of the Expert's appointment to act.
- 11.7 The Expert shall be required to give notice to each of the said Parties to the dispute inviting each of them to submit to the Expert within 10 Working Days from the date of the Expert's appointment written submissions and supporting material and shall afford to the said Parties an opportunity to make counter submissions within a further 5 Working Days in respect of any such submission and material.
- 11.8 In the absence of fraud or manifest error the Expert's decision shall be binding on the Parties.

12. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which is an original and all of which may together evidence the same agreement.

13. **EXECUTION AND DELIVERY**

This document is executed as a deed and is delivered on the date stated at the beginning of this Deed.

EXECUTED AS A DEED by the parties on the date which first appears in this Deed

DRAFT

SCHEDULE 1

DETAILS OF OWNER'S TITLE AND DESCRIPTION OF THE SITE

Land at Manor Farm, Norton, Malmesbury SN16 0JU and land at Fosse Way, Norton as shown shaded pink on Plan 1 and being the land comprised in the Title Documents

Table 1: Eastern Parcel

No.	Document Title	Parties	Date	Original or Copy
1	Conveyance of Manor Farm, Norton, Malmesbury, Wiltshire	The Rector and Scholars of Exeter College in the University of Oxford (1) and [REDACTED]	30 August 1978	Copy
2	Grant of Probate of Charles Dudley Smith who died on 29 April 2000	[REDACTED] as executor	16 January 2001	Copy
3	Grant of Probate in relation to [REDACTED]	[REDACTED] appointed as executors	8 August 2024	Copy

Table 2: Western Parcel

No.	Document Title	Parties	Date	Original or Copy
1	Conveyance of Fosse Farm, Norton in the county of Wiltshire	[REDACTED]	30 December 1969	Copy
2	Deed of Gift of Fosse Farm, Norton	[REDACTED]	5 May 1995	Copy
3	Grant of Probate of Charles Dudley Smith who died on 29 April 2000	[REDACTED] as executor	16 January 2001	Copy
4	Deed of Appointment of New Trustee	[REDACTED]	22 June 2001	None (document only referred to in deed dated 10 September 2002 referred to below)
5	Deed of Easement of Telecoms Cable at Fosse Farm	[REDACTED] and 186k Limited (2)	10 September 2002	Copy
6	Death Certificate of Rex Charles Smith	Rex Charles Smith	8 November 2023	Copy
7	Grant of Probate in relation to [REDACTED]	[REDACTED] appointed as executors	8 August 2024	Copy

SCHEDULE 2

POST-CONSENT MONITORING CONTRIBUTION

DEFINITIONS

For the purpose of this Schedule, the following terms are defined to have the following meanings:

Agreed Estimate(s)	means an Estimate or Estimates (as the case may be) for each Monitoring Contribution which has been agreed by the Developer in writing pursuant to paragraph 1.1 of this Schedule or as determined by an expert in the event of disagreement between the parties.
Archaeology Monitoring Contribution (R12) (Construction)	means the contribution for monitoring requirements during construction by the Local Authority pursuant to Requirement 12 of the Development Consent Order which shall be for the amount of the relevant Agreed Estimate and the Monitoring Fee.
BESS Safety Management Monitoring Contribution (R6) (Construction)	means the contribution for monitoring requirements during construction by the Local Authority pursuant to Requirement 6 of the Development Consent Order which shall be for the amount of the relevant Agreed Estimate and the Monitoring Fee.
BNG Monitoring Contribution (R9) (Construction)	means the contribution for monitoring requirements during construction by the Local Authority pursuant to Requirement 9 of the Development Consent Order which shall be for the amount of the relevant Agreed Estimate and the Monitoring Fee.
Community Liaison Monitoring Contribution (R4) (Construction)	means the contribution for monitoring requirements during construction by the Local Authority pursuant to Requirement 4 of the Development Consent Order which shall be for the amount of the relevant Agreed Estimate and the Monitoring Fee.
Construction Monitoring Contributions	means: Community Liaison Monitoring Contribution (R4) (Construction), Detailed Design/Fencing Monitoring Contribution (R5/10) (Construction), BESS Safety Management Monitoring Contribution (R6) (Construction), LEMP Monitoring Contribution (R7) (Construction), EPMS Monitoring Contribution (R8) (Construction), BNG Monitoring Contribution (R9) (Construction), Drainage Monitoring Contribution (R11) (Construction), Archaeology Monitoring Contribution (R12) (Construction), PPWEMP and CEMP Monitoring Contribution (R13) (Construction), CTMP Monitoring Contribution (R15) (Construction), PRow Monitoring Contribution (R16) (Construction), SRMP Monitoring Contribution (R17) (Construction), Skills and Supply Chain Monitoring Contribution (R18) (Construction) and Site Waste Management Monitoring Contribution (R19) (Construction).
CTMP Monitoring Contribution (R15) (Construction)	means the contribution for monitoring requirements during construction by the Local Authority pursuant to Requirement 15 of the Development Consent Order which shall be for the amount of the relevant Agreed Estimate and the Monitoring Fee.
OTMP Monitoring Contribution (R14) (Operation)	means the contribution for monitoring requirements during operation by the Local Authority pursuant to Requirement 14 of the Development Consent Order relating to vehicle movements during any replacement programme for

	the Project which shall be for the amount of the relevant Agreed Estimate and the Monitoring Fee.
Decommissioning Monitoring Contribution (R20)	means the contribution for monitoring requirements during decommissioning by the Local Authority pursuant to Requirement 20 of the Development Consent Order which shall be for the amount of the relevant Agreed Estimate and the Monitoring Fee.
Detailed Design/Fencing Monitoring Contribution (R5/10) (Construction)	means the contribution for monitoring requirements during construction by the Local Authority pursuant to Requirement 5 and Requirement 10 of the Development Consent Order which shall be for the amount of the relevant Agreed Estimate and the Monitoring Fee.
Drainage Monitoring Contribution (R11) (Construction)	means the contribution for monitoring requirements during construction by the Local Authority pursuant to Requirement 11 of the Development Consent Order which shall be for the amount of the relevant Agreed Estimate and the Monitoring Fee.
EPMS Monitoring Contribution (R8) (Construction)	means the contribution for monitoring requirements during construction by the Local Authority pursuant to Requirement 8 of the Development Consent Order which shall be for the amount of the relevant Agreed Estimate and the Monitoring Fee.
Estimate	means an estimate for the costs of monitoring the relevant Requirements by the Local Authority which shall be reasonable, necessary and proportionate and based on the Hourly Rate and the Monitoring Fee. The estimate shall include a breakdown of the estimated number of hours relating to the relevant Monitoring Contribution and where applicable shall take into account the Actual Costs incurred in respect of the previous contribution.
Fifth BESS Safety Management Monitoring Contribution (R6) (Operation)	means the fifth contribution for monitoring by the Local Authority pursuant to Requirement 6 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the ten-year period between: (i) the 30 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 40 th anniversary of the same.
Fifth BNG Monitoring Contribution (R9) (Operation)	means the fifth contribution for monitoring by the Local Authority pursuant to Requirement 9 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the ten-year period between: (i) the 30 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 40 th anniversary of the same.
Fifth OTMP Monitoring Contribution (R14) (Operation)	means the fifth contribution for monitoring by the Local Authority pursuant to Requirement 14 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the ten-year period between: (i) the 30 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 40 th anniversary of the same if required due to any replacement programme for the Project taking place within such period.

Fifth Drainage Monitoring Contribution (R11) (Operation)	means the fifth contribution for monitoring by the Local Authority pursuant to Requirement 11 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the ten-year period between: (i) the 30 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 40 th anniversary of the same.
Fifth EPMS Monitoring Contribution (R8) (Operation)	means the fifth contribution for monitoring by the Local Authority pursuant to Requirement 8 of the Development Consent Order which shall be for the amount of the Agreed Estimate for the ten-year period between: (i) the 30 th anniversary of the relevant Agreed Estimate and the Monitoring Fee for the relevant First Monitoring Contribution; and (ii) the 40 th anniversary of the same.
Fifth LEMP Monitoring Contribution (R7) (Operation)	means the fifth contribution for monitoring by the Local Authority pursuant to Requirement 7 of the Development Consent Order which shall be for the amount of the Agreed Estimate for the ten-year period between: (i) the 30 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 40 th anniversary of the same.
Fifth OEMP Monitoring Contribution (R14) (Operation)	means the fifth contribution for monitoring by the Local Authority pursuant to Requirement 14 of the Development Consent Order which shall be for the amount of the Agreed Estimate for the ten-year period between: (i) the 30 th anniversary of the relevant Agreed Estimate and the Monitoring Fee for the relevant First Monitoring Contribution; and (ii) the 40 th anniversary of the same.
Fifth Monitoring Contributions	means: Fifth BESS Safety Management Monitoring Contribution (R6) (Operation), Fifth LEMP Monitoring Contribution (R7) (Operation), Fifth EPMS Monitoring Contribution (R8) (Operation), Fifth BNG Monitoring Contribution (R9) (Operation), Fifth Drainage Monitoring Contribution (R11) (Operation), Fifth OEMP Monitoring Contribution (R14) (Operation), Fifth PRoW/PPMP Monitoring Contribution (R16) (Operation), Fifth SRMP Monitoring Contribution (R17) (Operation) and Fifth Site Waste Management Monitoring Contribution (R19) (Operation) and the 'relevant Fifth Monitoring Contribution' shall mean such of the Fifth Monitoring Contributions as the context allows.
Fifth PRoW/PPMP Monitoring Contribution (R16) (Operation)	means the fifth contribution for monitoring by the Local Authority pursuant to Requirement 16 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the ten-year period between: (i) the 30 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 40 th anniversary of the same.
Fifth Site Waste Management Monitoring Contribution (R19) (Operation)	means the fifth contribution for monitoring by the Local Authority pursuant to Requirement 19 of the Development Consent Order which shall be for the amount of the Agreed Estimate for the ten-year period between: (i) the 30 th anniversary of the relevant Agreed Estimate and the Monitoring Fee for the relevant First Monitoring Contribution; and (ii) the 40 th anniversary of the same.
Fifth SRMP Monitoring Contribution (R17) (Operation)	means the fifth contribution for monitoring by the Local Authority pursuant to Requirement 17 of the Development Consent Order which shall be for the amount of the Agreed Estimate for the ten-year period between: (i) the 30 th anniversary of the relevant Agreed Estimate and the Monitoring Fee for the

	relevant First Monitoring Contribution; and (ii) the 40 th anniversary of the same.
Final BESS Safety Management Monitoring Contribution (R6) (Operation)	means the final contribution for monitoring by the Local Authority pursuant to Requirement 6 of the Development Consent Order which shall be for the amount of the Agreed Estimate for the ten-year period between: (i) the 50 th anniversary of the relevant Agreed Estimate and the Monitoring Fee for the relevant First Monitoring Contribution; and (ii) the 60 th anniversary of the same.
Final BNG Monitoring Contribution (R9) (Operation)	means the final contribution for monitoring by the Local Authority pursuant to Requirement 9 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the ten-year period between: (i) the 50 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 60 th anniversary of the same.
Final OTMP Monitoring Contribution (R14) (Operation)	means the final contribution for monitoring by the Local Authority pursuant to Requirement 14 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the ten-year period between: (i) the 50 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 60 th anniversary of the same if required due to any replacement programme for the Project taking place within such period.
Final Drainage Monitoring Contribution (R11) (Operation)	means the final contribution for monitoring by the Local Authority pursuant to Requirement 11 of the Development Consent Order which shall be for the amount of the Agreed Estimate for the ten-year period between: (i) the 50 th anniversary of the relevant Agreed Estimate and the Monitoring Fee for the relevant First Monitoring Contribution; and (ii) the 60 th anniversary of the same.
Final EPMS Monitoring Contribution (R8) (Operation)	means the final contribution for monitoring by the Local Authority pursuant to Requirement 8 of the Development Consent Order which shall be for the amount of the Agreed Estimate for the ten-year period between: (i) the 50 th anniversary of the relevant Agreed Estimate and the Monitoring Fee for the relevant First Monitoring Contribution; and (ii) the 60 th anniversary of the same.
Final LEMP Monitoring Contribution (R7) (Operation)	means the final contribution for monitoring by the Local Authority pursuant to Requirement 7 of the Development Consent Order which shall be for the amount of the Agreed Estimate for the ten-year period between: (i) the 50 th anniversary of the relevant Agreed Estimate and the Monitoring Fee for the relevant First Monitoring Contribution; and (ii) the 60 th anniversary of the same.
Final OEMP Monitoring Contribution (R14) (Operation)	means the final contribution for monitoring by the Local Authority pursuant to Requirement 14 of the Development Consent Order which shall be for the amount of the Agreed Estimate for the ten-year period between: (i) the 50 th anniversary of the relevant Agreed Estimate and the Monitoring Fee for the relevant First Monitoring Contribution; and (ii) the 60 th anniversary of the same.
Final Monitoring Contributions	Means: Final BESS Safety Management Monitoring Contribution (R6) (Operation), Final LEMP Monitoring Contribution (R7) (Operation), Final EPMS Monitoring Contribution (R8) (Operation), Final BNG Monitoring Contribution (R9) (Operation), Final Drainage Monitoring Contribution (R11)

	(Operation), Final OEMP Monitoring Contribution (R14) (Operation), Final PRoW/PPMP Monitoring Contribution (R16) (Operation), Final SRMP Monitoring Contribution (R17) (Operation) and Final Site Waste Management Monitoring Contribution (R19) (Operation) and the 'relevant Final Monitoring Contribution' shall mean such of the Final Monitoring Contributions as the context allows.
Final PRoW/PPMP Monitoring Contribution (R16) (Operation)	means the final contribution for monitoring by the Local Authority pursuant to Requirement 16 of the Development Consent Order which shall be for the amount of the Agreed Estimate for the ten-year period between: (i) the 50 th anniversary of the relevant Agreed Estimate and the Monitoring Fee for the relevant First Monitoring Contribution; and (ii) the 60 th anniversary of the same.
Final Site Waste Management Monitoring Contribution (R19) (Operation)	means the final contribution for monitoring by the Local Authority pursuant to Requirement 19 of the Development Consent Order which shall be for the amount of the Agreed Estimate for the ten-year period between: (i) the 50 th anniversary of the relevant Agreed Estimate and the Monitoring Fee for the relevant First Monitoring Contribution; and (ii) the 60 th anniversary of the same.
Final SRMP Monitoring Contribution (R17) (Operation)	means the final contribution for monitoring by the Local Authority pursuant to Requirement 17 of the Development Consent Order which shall be for the amount of the Agreed Estimate for the ten-year period between: (i) the 50 th anniversary of the relevant Agreed Estimate and the Monitoring Fee for the relevant First Monitoring Contribution; and (ii) the 60 th anniversary of the same.
First BESS Safety Management Monitoring Contribution (R6) (Operation)	means the first contribution for monitoring by the Local Authority pursuant to Requirement 6 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the period of time between the date of discharge of the relevant Requirement of the Development Consent Order and the fifth anniversary of the relevant Agreed Estimate.
First BNG Monitoring Contribution (R9) (Operation)	means the first contribution for monitoring by the Local Authority pursuant to Requirement 9 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the period of time between the date of discharge of the relevant Requirement of the Development Consent Order and the fifth anniversary of the relevant Agreed Estimate.
First Drainage Monitoring Contribution (R11) (Operation)	means the first contribution for monitoring by the Local Authority pursuant to Requirement 11 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the period of time between the date of discharge of the relevant Requirement of the Development Consent Order and the fifth anniversary of the relevant Agreed Estimate.
First OTMP Monitoring Contribution (R14) (Operation)	means the first contribution for monitoring by the Local Authority pursuant to Requirement 14 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the period of time between the date of discharge of the relevant Requirement of the Development Consent Order and the fifth anniversary of the relevant Agreed Estimate if required due to any replacement programme for the Project taking place within such period.

First EPMS Monitoring Contribution (Operation) (R8)	means the first contribution for monitoring by the Local Authority pursuant to Requirement 8 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the period of time between the date of discharge of the relevant Requirement of the Development Consent Order and the fifth anniversary of the relevant Agreed Estimate.
First LEMP Monitoring Contribution (Operation) (R7)	means the first contribution for monitoring by the Local Authority pursuant to Requirement 7 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the period of time between the date of discharge of the relevant Requirement of the Development Consent Order and the fifth anniversary of the relevant Agreed Estimate.
First OEMP Monitoring Contribution (Operation) (R14)	means the first contribution for monitoring by the Local Authority pursuant to Requirement 14 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the period of time between the date of discharge of the relevant Requirement of the Development Consent Order and the fifth anniversary of the relevant Agreed Estimate.
First Monitoring Contributions	means: First BESS Safety Management Monitoring Contribution (R6) (Operation), First LEMP Monitoring Contribution (R7) (Operation), First EPMS Monitoring Contribution (R8) (Operation), First BNG Monitoring Contribution (R9) (Operation), First Drainage Monitoring Contribution (R11) (Operation), First OEMP Monitoring Contribution (R14) (Operation), First PRoW/PPMP Monitoring Contribution (R16) (Operation), First SRMP Monitoring Contribution (R17) (Operation) and First Site Waste Management Monitoring Contribution (R19) (Operation) and the ' relevant First Monitoring Contribution ' shall mean such of the First Monitoring Contributions as the context allows.
First PRoW/PPMP Monitoring Contribution (R16) (Operation)	means the first contribution for monitoring by the Local Authority pursuant to Requirement 16 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the period of time between the date of discharge of the relevant Requirement of the Development Consent Order and the fifth anniversary of the relevant Agreed Estimate.
First Site Waste Management Monitoring Contribution (Operation) (R19)	means the first contribution for monitoring by the Local Authority pursuant to Requirement 19 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the period of time between the date of discharge of the relevant Requirement of the Development Consent Order and the fifth anniversary of the relevant Agreed Estimate.
First SRMP Monitoring Contribution (Operation) (R17)	means the first contribution for monitoring by the Local Authority pursuant to Requirement 17 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the period of time between the date of discharge of the relevant Requirement of the Development Consent Order and the fifth anniversary of the relevant Agreed Estimate.
Fourth BESS Safety Management Monitoring	means the fourth contribution for monitoring by the Local Authority pursuant to Requirement 6 of the Development Consent Order which shall be for the amount of the Agreed Estimate for the ten-year period between: (i) the 20 th

Contribution (Operation) (R6)	anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 30 th anniversary of the same.
Fourth BNG Monitoring Contribution (Operation) (R9)	means the fourth contribution for monitoring by the Local Authority pursuant to Requirement 9 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the ten-year period between: (i) the 20 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 30 th anniversary of the same.
Fourth Drainage Monitoring Contribution (R11) (Operation)	means the fourth contribution for monitoring by the Local Authority pursuant to Requirement 11 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the ten-year period between: (i) the 20 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 30 th anniversary of the same.
Fourth EPMS Monitoring Contribution (Operation) (R8)	means the fourth contribution for monitoring by the Local Authority pursuant to Requirement 8 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the ten-year period between: (i) the 20 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 30 th anniversary of the same.
Fourth LEMP Monitoring Contribution (Operation) (R7)	means the fourth contribution for monitoring by the Local Authority pursuant to Requirement 7 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the ten-year period between: (i) the 20 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 30 th anniversary of the same.
Fourth OEMP Monitoring Contribution (Operation) (R14)	means the fourth contribution for monitoring by the Local Authority pursuant to Requirement 14 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the ten-year period between: (i) the 20 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 30 th anniversary of the same.
Fourth Monitoring Contributions	means: Fourth BESS Safety Management Monitoring Contribution (R6) (Operation), Fourth LEMP Monitoring Contribution (R7) (Operation), Fourth EPMS Monitoring Contribution (R8) (Operation), Fourth BNG Monitoring Contribution (R9) (Operation), Fourth Drainage Monitoring Contribution (R11) (Operation), Fourth OEMP Monitoring Contribution (R14) (Operation), Fourth PRoW/PPMP Monitoring Contribution (R16) (Operation), Fourth SRMP Monitoring Contribution (R17) (Operation) and Fourth Site Waste Management Monitoring Contribution (R19) (Operation) and the ' relevant Fourth Monitoring Contribution ' shall mean such of the Fourth Monitoring Contributions as the context allows.
Fourth PRoW/PPMP Monitoring Contribution (R16) (Operation)	means the fourth contribution for monitoring by the Local Authority pursuant to Requirement 16 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the ten-year period between: (i) the 20 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 30 th anniversary of the same.

Fourth Site Waste Management Monitoring Contribution (R19) (Operation)	means the fourth contribution for monitoring by the Local Authority pursuant to Requirement 19 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the ten-year period between: (i) the 20 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 30 th anniversary of the same.
Fourth SRMP Monitoring Contribution (R17) (Operation)	means the fourth contribution for monitoring by the Local Authority pursuant to Requirement 17 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the ten-year period between: (i) the 20 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 30 th anniversary of the same.
LEMP Monitoring Contribution (R7) (Construction)	means the contribution for monitoring requirements during construction by the Local Authority pursuant to Requirement 7 of the Development Consent Order which shall be for the amount of the relevant Agreed Estimate and the Monitoring Fee.
Monitoring Contributions	means the Construction Monitoring Contributions, First Monitoring Contributions, Second Monitoring Contributions, Third Monitoring Contributions, Fourth Monitoring Contributions, Fifth Monitoring Contributions, Sixth Monitoring Contributions and Final Monitoring Contributions.
PPWEMP and CEMP Monitoring Contribution (R13) (Construction)	means the contribution for monitoring requirements during construction by the Local Authority pursuant to Requirement 13 of the Development Consent Order which shall be for the amount of the relevant Agreed Estimate and the Monitoring Fee.
PRoW Monitoring Contribution (R16) (Construction)	means the contribution for monitoring requirements during construction by the Local Authority pursuant to Requirement 16 of the Development Consent Order which shall be for the amount of the relevant Agreed Estimate and the Monitoring Fee.
Requirement	has the same meaning as in Article 2 of the Development Consent Order.
Second BESS Safety Management Monitoring Contribution (R6) (Operation)	means the second contribution for monitoring by the Local Authority pursuant to Requirement 6 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the five-year period between: (i) the 5 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 10 th anniversary of the same.
Second BNG Monitoring Contribution (R9) (Operation)	means the second contribution for monitoring by the Local Authority pursuant to Requirement 9 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the five-year period between: (i) the fifth anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the tenth anniversary of the same.
Second OTMP Monitoring Contribution (R14) (Operation)	means the second contribution for monitoring by the Local Authority pursuant to Requirement 14 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the five-year period between: (i) the fifth anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the tenth anniversary of the

	same if required due to any replacement programme for the Project taking place within such period.
Second Drainage Monitoring Contribution (R11) (Operation)	means the second contribution for monitoring by the Local Authority pursuant to Requirement 11 of the Development Consent Order which shall be for the amount of the Agreed Estimate for the five-year period between: (i) the 5 th anniversary of the relevant Agreed Estimate and the Monitoring Fee for the relevant First Monitoring Contribution; and (ii) the 10 th anniversary of the same.
Second EPMS Monitoring Contribution (R8) (Operation)	means the second contribution for monitoring by the Local Authority pursuant to Requirement 8 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the five-year period between: (i) the 5 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 10 th anniversary of the same.
Second LEMP Monitoring Contribution (R7) (Operation)	means the second contribution for monitoring by the Local Authority pursuant to Requirement 7 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the five-year period between: (i) the 5 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 10 th anniversary of the same.
Second OEMP Monitoring Contribution (R14) (Operation)	means the second contribution for monitoring by the Local Authority pursuant to Requirement 14 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the five-year period between: (i) the 5 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 10 th anniversary of the same.
Second Monitoring Contributions	means: Second BESS Safety Management Monitoring Contribution (R6) (Operation), Second LEMP Monitoring Contribution (R7) (Operation), Second EPMS Monitoring Contribution (R8) (Operation), Second BNG Monitoring Contribution (R9) (Operation), Second Drainage Monitoring Contribution (R11) (Operation), Second OEMP Monitoring Contribution (R14) (Operation), Second PRoW/PPMP Monitoring Contribution (R16) (Operation), Second SRMP Monitoring Contribution (R17) (Operation) and Second Site Waste Management Monitoring Contribution (R19) (Operation) and the ' relevant Second Monitoring Contribution ' shall mean such of the Second Monitoring Contributions as the context allows.
Second PRoW/PPMP Monitoring Contribution (R16) (Operation)	means the second contribution for monitoring by the Local Authority pursuant to Requirement 16 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the five-year period between: (i) the 5 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 10 th anniversary of the same.
Second Site Waste Management Monitoring Contribution (R19) (Operation)	means the second contribution for monitoring by the Local Authority pursuant to Requirement 19 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the five-year period between: (i) the 5 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 10 th anniversary of the same.

Second SRMP Monitoring Contribution (R17) (Operation)	means the second contribution for monitoring by the Local Authority pursuant to Requirement 17 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the five-year period between: (i) the 5 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 10 th anniversary of the same.
Site Waste Management Monitoring Contribution (R19) (Construction)	means the contribution for monitoring requirements during construction by the Local Authority pursuant to Requirement 19 of the Development Consent Order, which shall be the amount of the Agreed Estimate and the Monitoring Fee.
Sixth BESS Safety Management Monitoring Contribution (R6) (Operation)	means the sixth contribution for monitoring by the Local Authority pursuant to Requirement 6 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the ten-year period between: (i) the 40 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 50 th anniversary of the same.
Sixth BNG Monitoring Contribution (R9) (Operation)	means the sixth contribution for monitoring by the Local Authority pursuant to Requirement 9 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the ten-year period between: (i) the 40 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 50 th anniversary of the same.
Sixth Drainage Monitoring Contribution (R11) (Operation)	means the sixth contribution for monitoring by the Local Authority pursuant to Requirement 11 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the ten-year period between: (i) the 40 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 50 th anniversary of the same.
Sixth EPMS Monitoring Contribution (R8) (Operation)	means the sixth contribution for monitoring by the Local Authority pursuant to Requirement 8 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the ten-year period between: (i) the 40 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 50 th anniversary of the same.
Sixth LEMP Monitoring Contribution (R7) (Operation)	means the sixth contribution for monitoring by the Local Authority pursuant to Requirement 7 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the ten-year period between: (i) the 40 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 50 th anniversary of the same.
Sixth OEMP Monitoring Contribution (R14) (Operation)	means the sixth contribution for monitoring by the Local Authority pursuant to Requirement 14 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the ten-year period between: (i) the 40 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 50 th anniversary of the same.
Sixth Monitoring Contributions	means: Sixth BESS Safety Management Monitoring Contribution (R6) (Operation), Sixth LEMP Monitoring Contribution (R7) (Operation), Sixth EPMS Monitoring Contribution (R8) (Operation), Sixth BNG Monitoring

	Contribution (R9) (Operation), Sixth Drainage Monitoring Contribution (R11) (Operation), Sixth OEMP Monitoring Contribution (R14) (Operation), Sixth PRoW/PPMP Monitoring Contribution (R16) (Operation), Sixth SRMP Monitoring Contribution (R17) (Operation) and Sixth Site Waste Management Monitoring Contribution (R19) (Operation) and the ' relevant Sixth Monitoring Contribution ' shall mean such of the Sixth Monitoring Contributions as the context allows.
Sixth PRoW/PPMP Monitoring Contribution (R16) (Operation)	means the sixth contribution for monitoring by the Local Authority pursuant to Requirement 16 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the ten-year period between: (i) the 40 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 50 th anniversary of the same.
Sixth Site Waste Management Monitoring Contribution (R19) (Operation)	means the sixth contribution for monitoring by the Local Authority pursuant to Requirement 19 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the ten-year period between: (i) the 40 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 50 th anniversary of the same.
Sixth SRMP Monitoring Contribution (R17) (Operation)	means the sixth contribution for monitoring by the Local Authority pursuant to Requirement 17 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the ten-year period between: (i) the 40 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 50 th anniversary of the same.
Skills and Supply Chain Monitoring Contribution (R18) (Construction)	means the contribution for monitoring requirements during construction by the Local Authority pursuant to Requirement 18 of the Development Consent Order, which shall be the amount of the Agreed Estimate and the Monitoring Fee.
SRMP Monitoring Contribution (R17) (Construction)	means the contribution for monitoring requirements during construction by the Local Authority pursuant to Requirement 17 of the Development Consent Order, which shall be the amount of the agreed Estimate and the Monitoring Fee.
Third BESS Safety Management Monitoring Contribution (R6) (Operation)	means the third contribution for monitoring by the Local Authority pursuant to Requirement 6 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the ten-year period between: (i) the 10 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 20 th anniversary of the same.
Third BNG Monitoring Contribution (R9) (Operation)	means the third contribution for monitoring by the Local Authority pursuant to Requirement 9 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the ten-year period between: (i) the 10 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 20 th anniversary of the same.
Third OTMP Monitoring Contribution (R15) (Operation)	means the third contribution for monitoring by the Local Authority pursuant to Requirement 15 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the ten-year period between: (i) the 10 th anniversary of the relevant Agreed Estimate for the

	relevant First Monitoring Contribution; and (ii) the 20 th anniversary of the same.
Third Drainage Monitoring Contribution (R11) (Operation)	means the third contribution for monitoring by the Local Authority pursuant to Requirement 11 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the ten-year period between: (i) the 10 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 20 th anniversary of the same.
Third EPMS Monitoring Contribution (R8) (Operation)	means the third contribution for monitoring by the Local Authority pursuant to Requirement 8 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the ten-year period between: (i) the 10 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 20 th anniversary of the same.
Third LEMP Monitoring Contribution (R7) (Operation)	means the third contribution for monitoring by the Local Authority pursuant to Requirement 7 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the ten-year period between: (i) the 10 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 20 th anniversary of the same.
Third OEMP Monitoring Contribution (R14) (Operation)	means the third contribution for monitoring by the Local Authority pursuant to Requirement 14 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the ten-year period between: (i) the 10 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 20 th anniversary of the same.
Third Monitoring Contributions	means: Third BESS Safety Management Monitoring Contribution (R6) (Operation), Third LEMP Monitoring Contribution (R7) (Operation), Third EPMS Monitoring Contribution (R8) (Operation), Third BNG Monitoring Contribution (R9) (Operation), Third Drainage Monitoring Contribution (R11) (Operation), Third OEMP Monitoring Contribution (R14) (Operation), Third PRoW/PPMP Monitoring Contribution (R16) (Operation), Third SRMP Monitoring Contribution (R17) (Operation) and the Third Site Waste Management Monitoring Contribution (R19) (Operation) and the ' relevant Third Monitoring Contribution ' shall mean such of the Third Monitoring Contributions as the context allows.
Third PRoW/PPMP Monitoring Contribution (R16) (Operation)	means the third contribution for monitoring by the Local Authority pursuant to Requirement 16 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the ten-year period between: (i) the 10 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 20 th anniversary of the same.
Third Site Waste Management Monitoring Contribution (R19) (Operation)	means the third contribution for monitoring by the Local Authority pursuant to Requirement 19 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the ten-year period between: (i) the 10 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 20 th anniversary of the same.

Third SRMP Monitoring Contribution (Operation) (R17)	means the third contribution for monitoring by the Local Authority pursuant to Requirement 17 of the Development Consent Order which shall be for the amount of the Agreed Estimate and the Monitoring Fee for the ten-year period between: (i) the 10 th anniversary of the relevant Agreed Estimate for the relevant First Monitoring Contribution; and (ii) the 20 th anniversary of the same.
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1. OBLIGATIONS

General

- 1.1 Subject always to paragraph 1.2 below, the Developer shall confirm in writing whether any Estimate provided pursuant to this Schedule is an Agreed Estimate within 10 Working Days of receipt of such an Estimate from the Local Authority.
- 1.2 In the event the Developer disagrees with any of the Estimates provided pursuant to this Schedule, the Developer may serve notice to this effect on the Local Authority and trigger the dispute resolution provisions pursuant to clause 11 of this Deed **PROVIDED THAT** the Developer will first use reasonable endeavours to engage with the Local Authority and seek to agree the Estimate collaboratively **PROVIDED THAT** if the Developer has been unable to reach resolution with the Local Authority it may, at its discretion, trigger dispute resolution without further engagement.
- 1.3 Reference to the date of an Agreed Estimate(s) below shall mean (as the context allows): (a) where there is only a single Agreed Estimate, the date of that relevant Agreed Estimate; or (b) where there a number of Agreed Estimates, the date of the final Agreed Estimate for the relevant set of Monitoring Contributions.
- 1.4 The Local Authority may not recover any costs under this Deed in respect of any relevant service (as defined in s54A(2) of the 2008 Act) that has been charged by the Local Authority to the Developer pursuant to the Infrastructure Planning (Fees) Regulations 2010.

Estimate for Construction Monitoring Contributions

- 1.5 Unless otherwise agreed between the Local Authority and the Developer in writing, within the same period specified by Schedule 16, paragraph 2(2) of the Development Consent Order of an application to discharge the relevant Requirement, the Local Authority shall provide an Estimate to the Developer for each of the below:-
 - 1.5.1 Community Liaison Monitoring Contribution (R4) (Construction);
 - 1.5.2 Detailed Design/Fencing Monitoring Contribution (R5/10) (Construction);
 - 1.5.3 BESS Safety Management Monitoring Contribution (R6) (Construction);
 - 1.5.4 LEMP Monitoring Contribution (R7) (Construction);
 - 1.5.5 EPMS Monitoring Contribution (R8) (Construction);
 - 1.5.6 BNG Monitoring Contribution (R9) (Construction);
 - 1.5.7 Drainage Monitoring Contribution (R11) (Construction);
 - 1.5.8 Archaeology Monitoring Contribution (R12) (Construction);

- 1.5.9 PPWEMP and CEMP Monitoring Contribution (R13) (Construction);
- 1.5.10 CTMP Monitoring Contribution (R15) (Construction);
- 1.5.11 PRow Monitoring Contribution (R16) (Construction);
- 1.5.12 SRMP Monitoring Contribution (R17) (Construction);
- 1.5.13 Skills and Supply Chain Monitoring Contribution (R18) (Construction);
- 1.5.14 Site Waste Management Monitoring Contribution (R19) (Construction);

Estimate for First Monitoring Contributions

- 1.6 Unless otherwise agreed between the Local Authority and the Developer in writing, within 22 Working Days of the Developer notifying the Local Authority of the Date of Final Commissioning pursuant to Requirement 2(3), the Local Authority shall provide an Estimate to the Developer for each of the below:-

- 1.6.1 First BESS Safety Management Monitoring Contribution (R6) (Operation);
- 1.6.2 First LEMP Monitoring Contribution (R7) (Operation);
- 1.6.3 First EPMS Monitoring Contribution (R8) (Operation);
- 1.6.4 First BNG Monitoring Contribution (R9) (Operation);
- 1.6.5 First OTMP Monitoring Contribution (R14) (Operation) (if required);
- 1.6.6 First Drainage Monitoring Contribution (R11) (Operation);
- 1.6.7 First OEMP Monitoring Contribution (R14) (Operation);
- 1.6.8 First PRow/PPMP Monitoring Contribution (R16) (Operation);
- 1.6.9 First SRMP Monitoring Contribution (R17) (Operation); and
- 1.6.10 First Site Waste Management Monitoring Contribution (R19) (Operation).

Estimate for Decommissioning Monitoring Contributions

- 1.7 Unless otherwise agreed between the Local Authority and the Developer in writing, within the same period specified in Schedule 16, paragraph 2(2) of the Development Consent Order of an application pursuant to Requirement 20(3), the Local Authority shall provide an Estimate to the Developer for Decommissioning Monitoring Contribution (R20).

Payment of Monitoring Contributions

- 1.8 On or prior to the date of Commencement, the Developer shall pay to the Local Authority the Construction Monitoring Contributions.
- 1.9 Within 22 Working Days of receipt of the Agreed Estimates for the First Monitoring Contributions, the Developer shall pay to the Local Authority the First Monitoring Contributions. In the event that any Estimate for part of the First Monitoring Contribution is undergoing dispute resolution or negotiation such that it is not an Agreed Estimate, that part of the First Monitoring Contribution shall be payable in accordance with the determination of the Expert.

- 1.10 On the 5th anniversary of the Agreed Estimate for the relevant First Monitoring Contribution, the Local Authority shall provide an Estimate to the Developer for each of the below:-
- 1.10.1 Second BESS Safety Management Monitoring Contribution (R6) (Operation);
 - 1.10.2 Second LEMP Monitoring Contribution (R7) (Operation);
 - 1.10.3 Second EPMS Monitoring Contribution (R8) (Operation);
 - 1.10.4 Second BNG Monitoring Contribution (R9) (Operation);
 - 1.10.5 Second OTMP Monitoring Contribution (R14) (Operation) (if required);
 - 1.10.6 Second Drainage Monitoring Contribution (R11) (Operation);
 - 1.10.7 Second OEMP Monitoring Contribution (R14) (Operation);
 - 1.10.8 Second PRoW/PPMP Monitoring Contribution (R16) (Operation);
 - 1.10.9 Second SRMP Monitoring Contribution (R17) (Operation); and
 - 1.10.10 Second Site Waste Management Monitoring Contribution (R19) (Operation).
- 1.11 Within 22 Working Days of receipt of the Agreed Estimates for the Second Monitoring Contributions, the Developer shall pay to the Local Authority the Second Monitoring Contributions. In the event that any Estimate for part of the Second Monitoring Contribution is undergoing dispute resolution or negotiation such that it is not an Agreed Estimate, that part of the Second Monitoring Contribution shall be payable in accordance with the determination of the Expert.
- 1.12 On the 5th anniversary of the Agreed Estimate for the relevant Second Monitoring Contribution, the Local Authority shall provide an Estimate to the Developer for each of the below:-
- 1.12.1 Third BESS Safety Management Monitoring Contribution (R6) (Operation);
 - 1.12.2 Third LEMP Monitoring Contribution (R7) (Operation);
 - 1.12.3 Third EPMS Monitoring Contribution (R8) (Operation);
 - 1.12.4 Third BNG Monitoring Contribution (R9) (Operation);
 - 1.12.5 Third OTMP Monitoring Contribution (R14) (Operation) (if required);
 - 1.12.6 Third Drainage Monitoring Contribution (R11) (Operation);
 - 1.12.7 Third OEMP Monitoring Contribution (R14) (Operation);
 - 1.12.8 Third PRoW/PPMP Monitoring Contribution (R16) (Operation);
 - 1.12.9 Third SRMP Monitoring Contribution (R17) (Operation); and
 - 1.12.10 Third Site Waste Management Monitoring Contribution (R19) (Operation).
- 1.13 Within 22 Working Days of receipt of the Agreed Estimates for the Third Monitoring Contributions, the Developer shall pay to the Local Authority the Third Monitoring Contributions. In the event that any Estimate for part of the Third Monitoring Contribution is undergoing dispute resolution or negotiation such that it is not an Agreed Estimate, that part of the Third Monitoring Contribution shall be payable in accordance with the determination of the Expert.

- 1.14 On the 10th anniversary of the Agreed Estimate for the relevant Third Monitoring Contribution, the Local Authority shall provide an Estimate to the Developer for each of the below:-
- 1.14.1 Fourth BESS Safety Management Monitoring Contribution (R6) (Operation);
 - 1.14.2 Fourth LEMP Monitoring Contribution (R7) (Operation);
 - 1.14.3 Fourth EPMS Monitoring Contribution (R8) (Operation);
 - 1.14.4 Fourth BNG Monitoring Contribution (R9) (Operation);
 - 1.14.5 Fourth OTMP Monitoring Contribution (R14) (Operation) (if required);
 - 1.14.6 Fourth Drainage Monitoring Contribution (R11) (Operation);
 - 1.14.7 Fourth OEMP Monitoring Contribution (R14) (Operation);
 - 1.14.8 Fourth PRoW/PPMP Monitoring Contribution (R16) (Operation);
 - 1.14.9 Fourth SRMP Monitoring Contribution (R17) (Operation); and
 - 1.14.10 Fourth Site Waste Management Monitoring Contribution (R19) (Operation).
- 1.15 Within 22 Working Days of receipt of the Agreed Estimates for the Fourth Monitoring Contributions, the Developer shall pay to the Local Authority the Fourth Monitoring Contributions. In the event that any Estimate for part of the Fourth Monitoring Contribution is undergoing dispute resolution or negotiation such that it is not an Agreed Estimate, that part of the Fourth Monitoring Contribution shall be payable in accordance with the determination of the Expert.
- 1.16 On the 10th anniversary of the Agreed Estimate for the relevant Fourth Monitoring Contribution, the Local Authority shall provide an Estimate to the Developer for each of the below:-
- 1.16.1 Fifth BESS Safety Management Monitoring Contribution (R6) (Operation);
 - 1.16.2 Fifth LEMP Monitoring Contribution (R7) (Operation);
 - 1.16.3 Fifth EPMS Monitoring Contribution (R8) (Operation);
 - 1.16.4 Fifth BNG Monitoring Contribution (R9) (Operation);
 - 1.16.5 Fifth OTMP Monitoring Contribution (R14) (Operation) (if required);
 - 1.16.6 Fifth Drainage Monitoring Contribution (R11) (Operation);
 - 1.16.7 Fifth OEMP Monitoring Contribution (R14) (Operation);
 - 1.16.8 Fifth PRoW/PPMP Monitoring Contribution (R16) (Operation);
 - 1.16.9 Fifth SRMP Monitoring Contribution (R17) (Operation); and
 - 1.16.10 Fifth Site Waste Management Monitoring Contribution (R19) (Operation).
- 1.17 Within 22 Working Days of receipt of the Agreed Estimates for the Fifth Monitoring Contributions, the Developer shall pay to the Local Authority the Fifth Monitoring Contributions. In the event that any Estimate for part of the Fifth Monitoring Contribution is undergoing dispute resolution or negotiation such that it is not an Agreed Estimate, that part of the Fifth Monitoring Contribution shall be payable in accordance with the determination of the Expert.

- 1.18 On the 10th anniversary of the Agreed Estimate for the relevant Fifth Monitoring Contribution, the Local Authority shall provide an Estimate to the Developer for each of the below:-
- 1.18.1 Sixth BESS Safety Management Monitoring Contribution (R6) (Operation);
 - 1.18.2 Sixth LEMP Monitoring Contribution (R7) (Operation);
 - 1.18.3 Sixth EPMS Monitoring Contribution (R8) (Operation);
 - 1.18.4 Sixth BNG Monitoring Contribution (R9) (Operation);
 - 1.18.5 Sixth OTMP Monitoring Contribution (R14) (Operation) (if required);
 - 1.18.6 Sixth Drainage Monitoring Contribution (R11) (Operation);
 - 1.18.7 Sixth OEMP Monitoring Contribution (R14) (Operation);
 - 1.18.8 Sixth PRoW/PPMP Monitoring Contribution (R16) (Operation);
 - 1.18.9 Sixth SRMP Monitoring Contribution (R17) (Operation); and
 - 1.18.10 Sixth Site Waste Management Monitoring Contribution (R19) (Operation).
- 1.19 Within 22 Working Days of receipt of the Agreed Estimates for the Sixth Monitoring Contributions, the Developer shall pay to the Local Authority the Sixth Monitoring Contributions. In the event that any Estimate for part of the Sixth Monitoring Contribution is undergoing dispute resolution or negotiation such that it is not an Agreed Estimate, that part of the Sixth Monitoring Contribution shall be payable in accordance with the determination of the Expert.
- 1.20 On the 10th anniversary of the Agreed Estimate for the relevant Sixth Monitoring Contribution, the Local Authority shall provide an Estimate to the Developer for each of the below:-
- 1.20.1 Final BESS Safety Management Monitoring Contribution (R6) (Operation);
 - 1.20.2 Final LEMP Monitoring Contribution (R7) (Operation);
 - 1.20.3 Final EPMS Monitoring Contribution (R8) (Operation);
 - 1.20.4 Final BNG Monitoring Contribution (R9) (Operation);
 - 1.20.5 Final OTMP Monitoring Contribution (R14) (Operation) (if required);
 - 1.20.6 Final Drainage Monitoring Contribution (R11) (Operation);
 - 1.20.7 Final OEMP Monitoring Contribution (R14) (Operation);
 - 1.20.8 Final PRoW/PPMP Monitoring Contribution (R16) (Operation);
 - 1.20.9 Final SRMP Monitoring Contribution (R17) (Operation); and
 - 1.20.10 Final Site Waste Management Monitoring Contribution (R19) (Operation).
- 1.21 Within 22 Working Days of receipt of the Agreed Estimates for the Final Monitoring Contributions, the Developer shall pay to the Local Authority the Final Monitoring Contributions. In the event that any Estimate for part of the Final Monitoring Contribution is undergoing dispute resolution or negotiation such that it is not an Agreed Estimate, that part of the Final Monitoring Contribution shall be payable in accordance with the determination of the Expert.

- 1.22 On or prior to the Date of Decommissioning, the Developer shall pay to the Local Authority the Decommissioning Monitoring Contribution (R20).

Reconciliation

- 1.23 Within one month of the 5th anniversary of the Agreed Estimates for the First Monitoring Contributions and Second Monitoring Contributions and every subsequent 10 years thereafter, the Local Authority shall:

1.23.1 confirm in writing to the Developer the actual costs incurred undertaking the relevant monitoring requirements for the relevant period (the “**Actual Costs**”) and to provide the Developer with evidence of the same.

1.23.2 calculate any difference between the Agreed Estimates for:

- (a) the First Monitoring Contributions and the Actual Costs using the following formula

$$C = A - B$$

A = Agreed Estimates for First Monitoring Contributions

B = Actual Costs

C = Difference in value

- (b) the Second Monitoring Contributions and the Actual Costs using the following formula

$$C = A - B$$

A = Agreed Estimates for Second Monitoring Contributions

B = Actual Costs

C = Difference in value

- (c) the Third Monitoring Contributions and the Actual Costs using the following formula

$$C = A - B$$

A = Agreed Estimates for Third Monitoring Contributions

B = Actual Costs

C = Difference in value

- (d) the Fourth Monitoring Contributions and the Actual Costs using the following formula

$$C = A - B$$

A = Agreed Estimates for Fourth Monitoring Contributions

B = Actual Costs

C = Difference in value

- (e) the Fifth Monitoring Contributions and the Actual Costs using the following formula

$$C = A - B$$

A = Agreed Estimates for Fifth Monitoring Contributions

B = Actual Costs

C = Difference in value

- (f) the Sixth Monitoring Contributions and the Actual Costs using the following formula

$$C = A - B$$

A = Agreed Estimates for Sixth Monitoring Contributions

B = Actual Costs

C = Difference in value

- (g) the Final Monitoring Contributions and the Actual Costs using the following formula

$$C = A - B$$

A = Agreed Estimates for Final Monitoring Contributions

B = Actual Costs

C = Difference in value

- 1.24 On completion of decommissioning in accordance with the decommissioning plan approved pursuant to Requirement 20, the Local Authority shall:

1.24.1 confirm in writing to the Developer the actual costs incurred undertaking the relevant monitoring requirements during decommissioning (the “**Actual Costs**”) and to provide the Developer with evidence of the same.

1.24.2 calculate any difference between the Agreed Estimates for:

- (a) the Decommissioning Monitoring Contribution (R20) and the Actual Costs using the following formula

$$C = A - B$$

A = Agreed Estimates for Decommissioning Monitoring Contribution (R20)

B = Actual Costs

C = Difference in value

- 1.25 On receipt of the evidence of the Actual Costs, the Developer shall have 22 Working Days to confirm in writing whether it agrees with the Actual Costs and, in the event the Developer disputes the Actual

Costs, the Developer may serve notice to this effect on the Local Authority and trigger the dispute resolution provisions pursuant to clause 11 of this Deed. Any adjustments referenced below shall then pause until the Expert has issued its determination.

- 1.26 Where there is a difference in the cost of relevant Monitoring Contributions and relevant Actual Costs, an adjustment shall subsequently be made to the payment of the next set of Monitoring Contributions to reconcile any under or over payment PROVIDED THAT, where there is a difference in the cost of the Final Monitoring Contributions and the relevant Actual Costs, a payment shall be made by the Developer to the Local Authority or by the Local Authority to the Developer (as the case may be) within 22 Working Days of confirmation of any under or over payment as part of the final reconciliation. In each case, the Local Authority shall provide details in writing of any adjustment to the Developer within 10 Working Days of undertaking these calculations.
- 1.27 In the event that the Local Authority reasonably considers that the Actual Costs are likely to materially exceed the Agreed Estimates prior to the end of the relevant anniversary of the Agreed Estimates the Local Authority shall notify the Developer in writing to that effect and set out details of the Monitoring Costs anticipated to be incurred that contribute towards exceeding the Agreed Estimates.
- 1.28 On receipt of a notice pursuant to paragraph 1.27, the Developer shall have 22 Working Days to confirm in writing whether it agrees to an increase to the relevant Agreed Estimates. The Developer shall then pay the increase within 22 Working Days of such confirmation.

In the event that the Developer disagrees that the Agreed Estimates will be exceeded, the Developer may serve notice to this effect on the Local Authority and trigger the dispute resolution provisions pursuant to clause 11 of this Deed.

SCHEDULE 3

DEVELOPER'S OBLIGATIONS

1. DEVELOPER'S OBLIGATIONS

- 1.1** No later than year 15 from the Date of Final Commissioning the Developer must notify the Local Authority that the Developer has put in place the requisite decommissioning security in the form as required by the landowners.
- 1.2** In the event that the amount or provider of the decommissioning security notified to the Local Authority pursuant to paragraph 1.1 is amended, the Developer must provide the Local Authority with details of the amendment, together with confirmation that any changes to the amount of the decommissioning security have been subject to independent review by a suitably qualified person, within 20 Working Days of the amendment being notified to the landowners.

SCHEDULE 4

LOCAL AUTHORITY'S OBLIGATIONS

- 1.1 Not to use any sum received pursuant to this Deed otherwise than for the purpose for which it has been paid as specified in this Deed.
- 1.2 Immediately upon receipt, to deposit all sums received pursuant to this Deed into an interest-bearing account.

DRAFT

Executed as a Deed (but not delivered until the date of this Deed) by affixing the common seal of **WILTSHIRE COUNCIL** in the presence of:

Signature of authorised signatory:

Name (in BLOCK CAPITALS):

.....

Executed as a Deed (but not delivered until the date of this Deed) by **LIME DOWN SOLAR PARK LIMITED** acting by

.....
Full Name (Director)

.....
Signature of Director

.....
Full Name (Director)

.....
Signature of Director

Executed as a Deed (but not delivered until the date of this Deed)

.....
Full Name (Owner)

.....
Signature of Owner

.....
Full Name (Owner)

.....
Signature of Owner

.....
Full Name (Owner)

.....
Signature of Owner

DRAFT